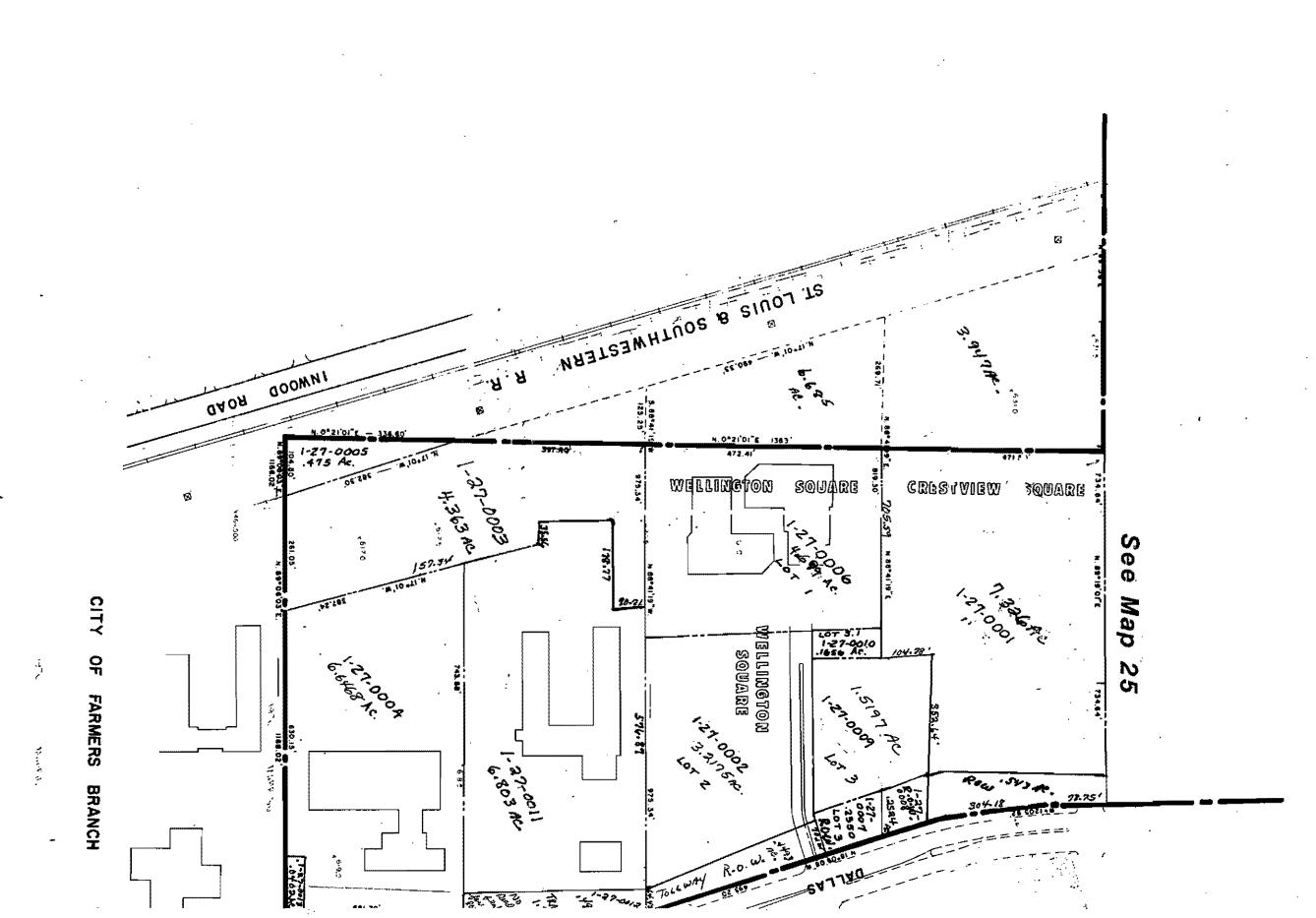
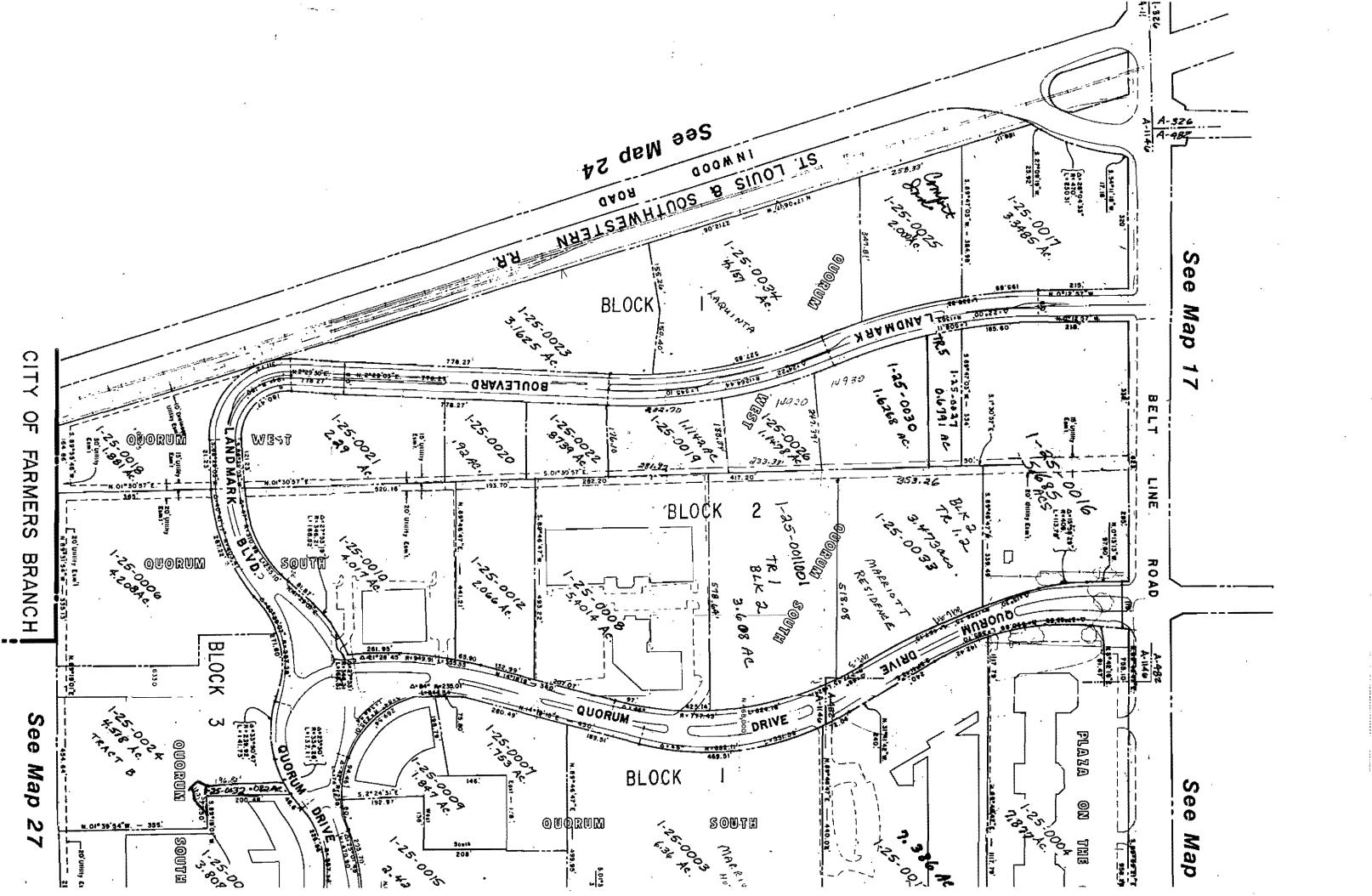
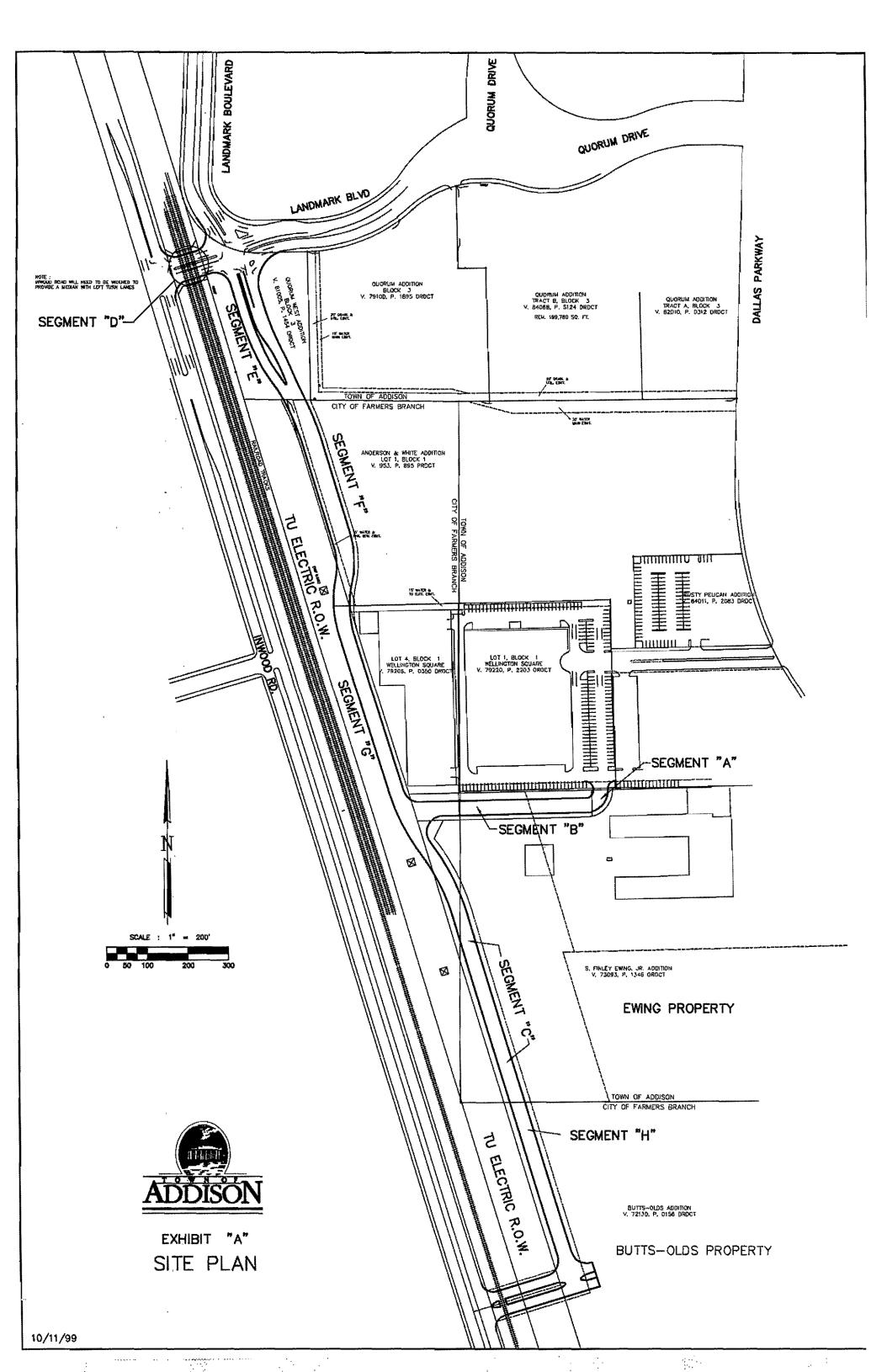
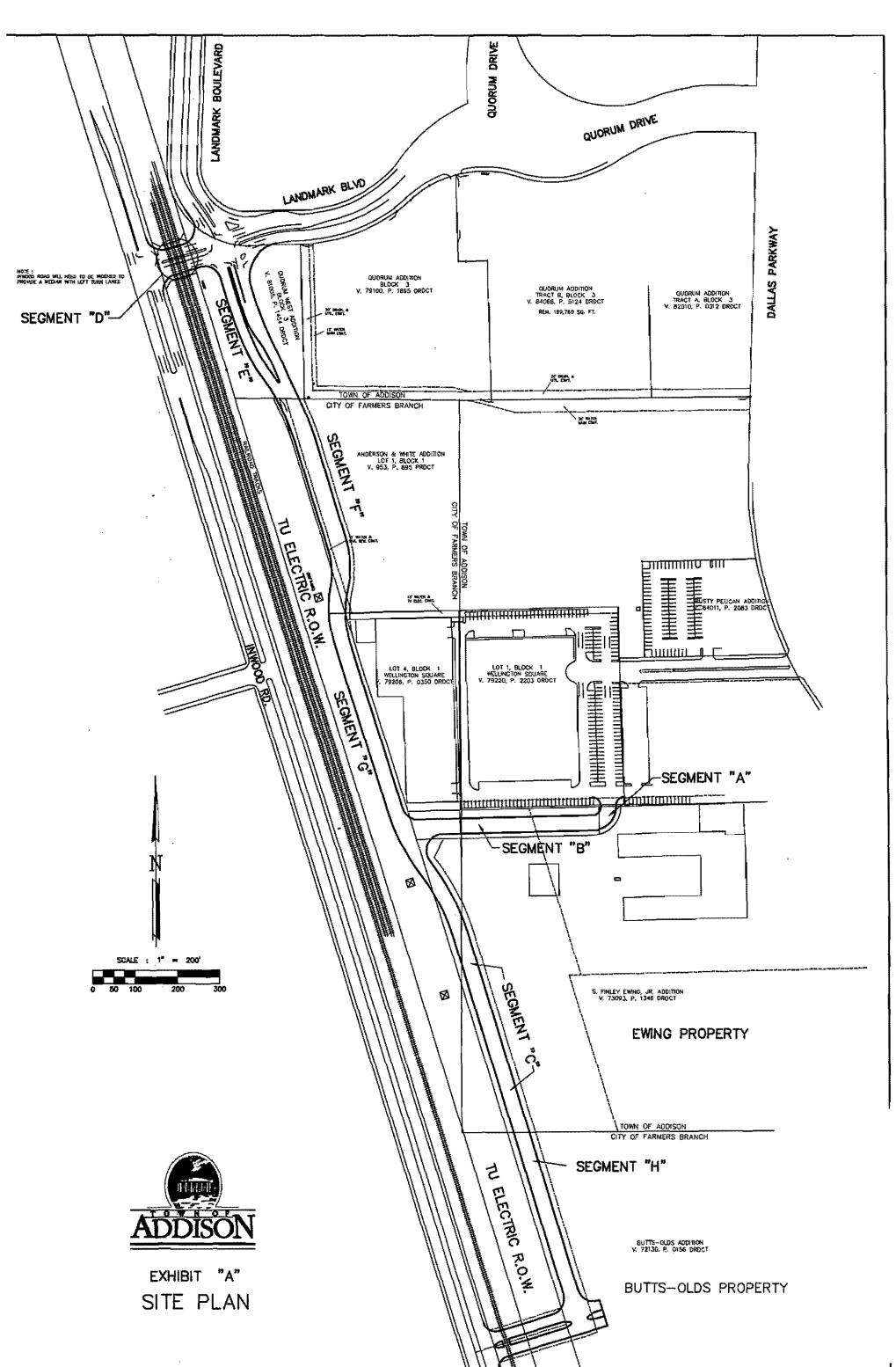
1999 NWOOD / S. QUORUM - FARMERS I PERMENT
BRANCH INTERLOCAL AGREEMENT

NO. 753 1/3 10% .









10/11/99

COUNTY :

**DALLAS** 

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL :

4

Parts B Ghihit B C 3-6-00

#### PARCEL 4

BEING A 0.6773 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF LOT 1 AND LOT 2, BLOCK 1 OF ANOERSON & WHITE ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 953, PAGE 895, PLAT RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP ACCORDING TO THE DEED RECORDED IN VOLUME 97092, PAGE 02797, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS, SAID POINT LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF DEGREES 26 MINUTES 37 SECONDS, A RADIUS OF 758.0 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 44 MINUTES 53 SECONDS EAST AND A CHORD LENGTH OF 98.41 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 98.48 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 29 SECONDS, A RADIUS OF 260.0 FEET, A CHORD BEARING OF SOUTH 02 DEGREES 22 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 131.55 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 133.0 FEET TO A POINT FOR CORNER, SAID POINT BEING A POINT OF REVERSE CURVE AND LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 06 SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 01 MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 52.33 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 52.44 FEET TO A POINT FOR CORNER LYING IN THE NORTH LINE OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS:

THENCE ALONG THE NORTH LINE OF SAID LOT 4, BLOCK 1 OF WELLINGTON SQUARE, SOUTH 8B DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 10.63 FEET TO A POINT FOR CORNER LYING IN THE NORTHEAST LINE OF A 100 FOOT D. P. & L. CO. RIGHT-OF-WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS:

THENCE ALONG THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, NORTH 17 DEGREES 01 MINUTES 34 SECONDS A DISTANCE OF 526.59 FEET (ALSO CALLED NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 526.67 FEET) TO A 1/2" IRON ROD LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED:

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3, QUORUM WEST ADDITION SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST) A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,501.15 SQUARE FEET OR 0.6773 ACRES OF LAND.

RONALD A. YOUNG

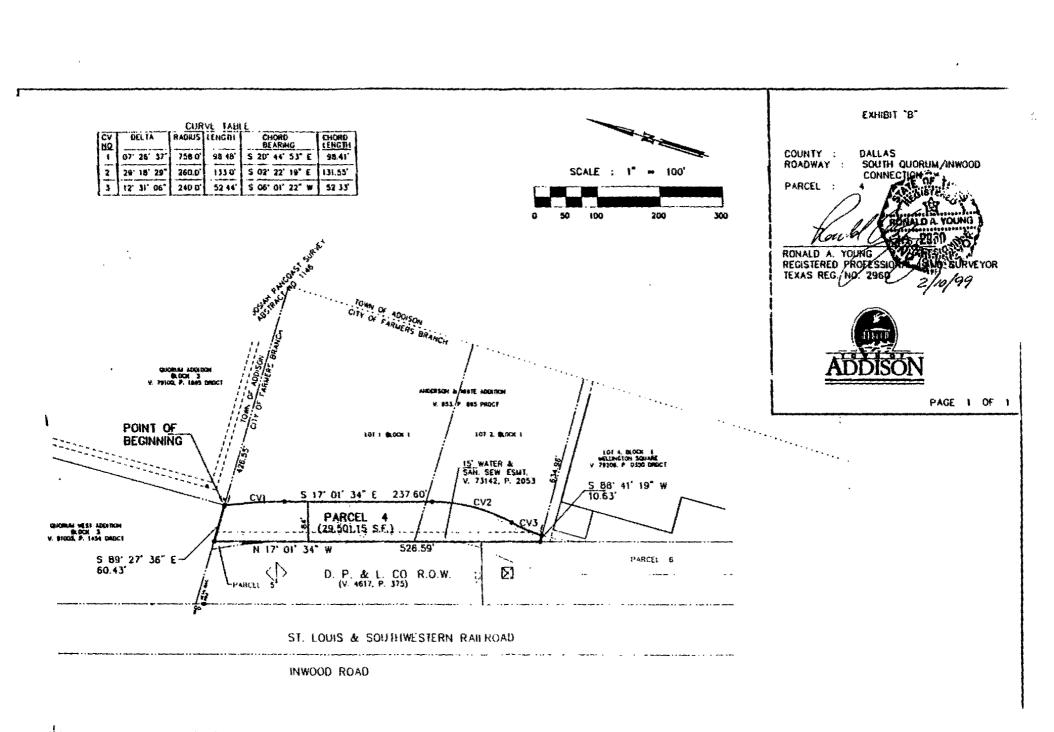
REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 2960

2/10/99

RONALD A YOUNG

PAGE 1 OF 1



### EXHIBIT "C"

COUNTY:

**DALLAS** 

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

#### TRACT 1

BEING A 0.9845 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 IRON ROD LYING AT THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 60.43 FEET TO A POINT FOR A CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF A 100-FOOT D.P.&L. CO. RIGHT OF WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST A DISTANCE OF 377.07 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D.P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES 01 MINUTES OO SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 640.54 FEET TO A POINT FOR A CORNER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 123.65 FEET TO A POINT FOR A CORNER;

THENCE SOUTH OO DEGREES 08 MINUTES 56 SECONDS WEST A DISTANCE OF 67.03 FEET TO A POINT FOR A CORNER;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE A PERPENDICULAR DISTANCE OF 67.0 FEET FROM THE SOUTH LINE OF LOT 4, BLOCK 1 OF SAID WELLINGTON SQUARE SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 102.83 FEET TO A POINT FOR A CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF SAID 100-FOOT D.P.&L. CO. RIGHT OF WAY;

THENCE ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D.P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES O1 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES O1 MINUTES 34 SECONDS EAST) A DISTANCE OF 162.70 FEET TO A POINT FOR A CORNER, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 23 SECONDS, A RADIUS OF 494.0 FEET, A CHORD BEARING OF NORTH 32 DEGREES 09 MINUTES 13 SECONDS WEST AND A CHORD LENGTH OF 82.87 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 82.97 FEET TO A POINT FOR REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 54 SECONDS, A RADIUS OF 506.0 FEET, A CHORD BEARING OF NORTH 26 DEGREES 59 MINUTES 27 SECONDS WEST AND A CHORD LENGTH OF 175.28 FEET:

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 176.17 FEET TO A POINT FOR CORNER;

THENCE NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 410.99 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27 DEGREES 54 MINUTES 28 SECONDS, A RADIUS OF 292.0 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 46 SECONDS WEST AND A CHORD LENGTH OF 140.83 FEET;

#### EXHIBIT "C"

COUNTY :

**DALLAS** 

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 142.23 FEET TO A POINT OF REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 53 MINUTES 11 SECONDS, A RADIUS OF 155.13 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 07 SECONDS WEST AND A CHORD LENGTH OF 74.76 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 75.50 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 42,885.59 SQUARE FEET OR 0.9845 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

#### TRACT 2

BEING A 0.0130 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES OO SECONDS WEST A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF A 100-FOOT D.P.&L. CO. RIGHT OF WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHEAST LINE OF THE SAID 100-FOOT D.P.&L. CO. RIGHT OF WAY SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST) A DISTANCE OF 130.77 FEET TO A POINT, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 12 MINUTES 50 SECONDS, A RADIUS OF 694.0 FEET, A CHORD BEARING OF NORTH 22 DEGREES 37 MINUTES 25 SECONDS WEST AND A CHORD LENGTH OF 135.61 FEET:

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 135.83 FEET TO A POINT FOR CORNER LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST) A DISTANCE OF 13.90 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 566.03 SQUARE FEET OR 0.0130 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.



11-2-99

RONALD T. TEMPLETON

REGISTERED PROFESSIONAL LAND SURVEYOR

Dem Deton

TEXAS REG. NO. 3596

#### EXHIBIT "C-1"

COUNTY:

**DALLAS** 

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 142.23 FEET TO A POINT OF REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 53 MINUTES 11 SECONDS, A RADIUS OF 155.13 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 07 SECONDS WEST AND A CHORD LENGTH OF 74.76

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 75.50 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 42,885.59 SQUARE FEET OR 0.9845 ACRES OF

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

BEING A 0.0130 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

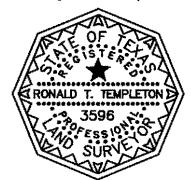
THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES OO SECONDS WEST A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF A 100-FOOT D.P.&L. CO. RIGHT OF WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHEAST LINE OF THE SAID 100-FOOT D.P.&L. CO. RIGHT OF WAY SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST) A DISTANCE OF 130.77 FEET TO A POINT, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 12 MINUTES 50 SECONDS, A RADIUS OF 694.0 FEET, A CHORD BEARING OF NORTH 22 DEGREES 37 MINUTES 25 SECONDS WEST AND A CHORD LENGTH OF 135.61 FEET:

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 1.35.83 FEET TO A POINT FOR CORNER LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED:

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST) A DISTANCE OF 13.90 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 566.03 SQUARE FEET OR 0.0130 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.



RONALD T. TEMPLETON

REGISTERED PROFESSIONAL LAND SURVEY

Dem Deten

TEXAS REG. NO. 3596

2 OF 2

#### EXHIBIT "C-1"

COUNTY:

**DALLAS** 

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

#### TRACT 1

BEING A 0.9845 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 60.43 FEET TO A POINT FOR A CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF A 100-FOOT D.P.&L. CO. RIGHT OF WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST A DISTANCE OF 377.07 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D.P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 640.54 FEET TO A POINT FOR A CORNER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 123.65 FEET TO A POINT FOR A CORNER;

THENCE SOUTH OD DEGREES OB MINUTES 56 SECONDS WEST A DISTANCE OF 67.03 FEET TO A POINT FOR A CORNER;

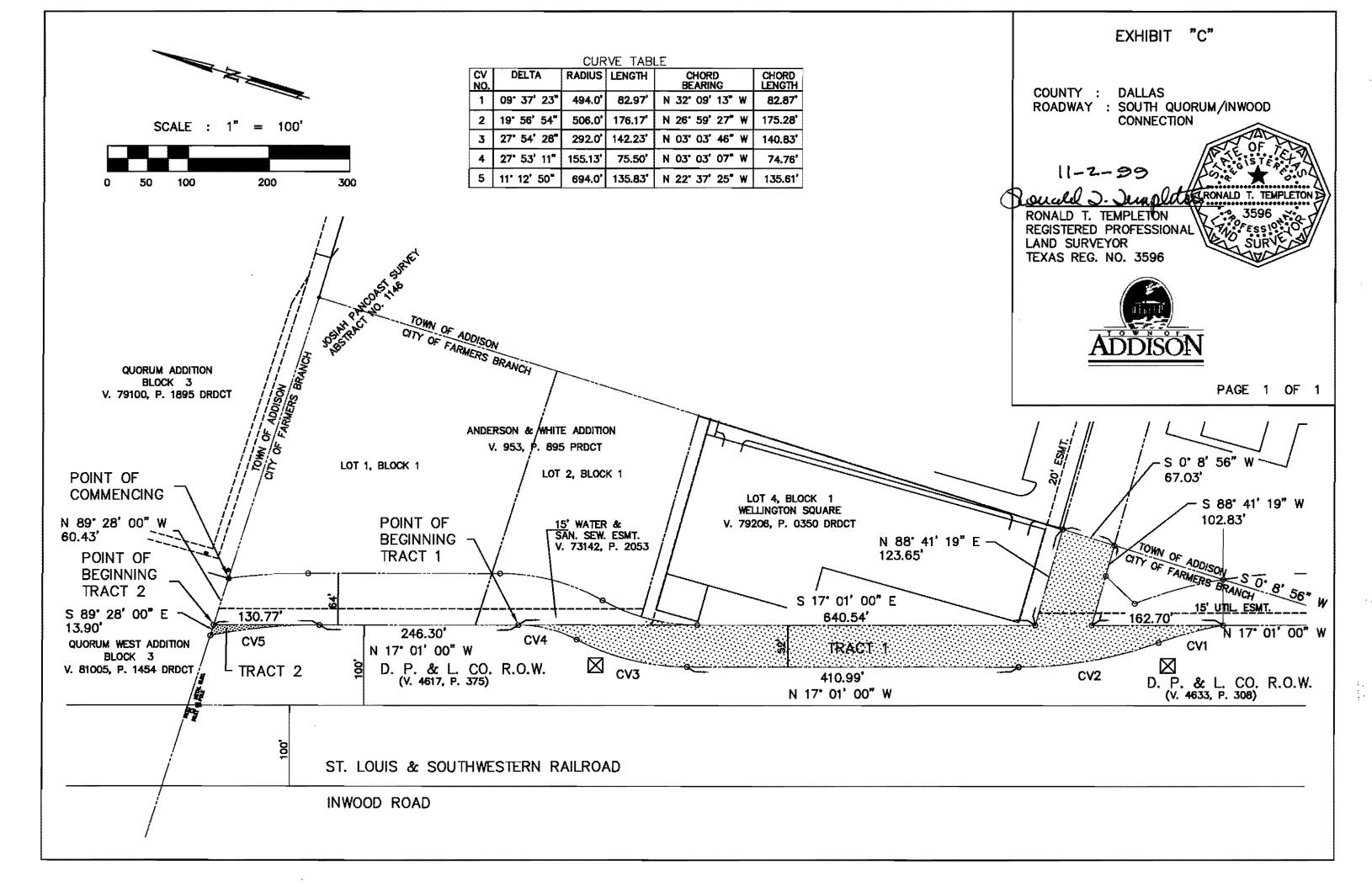
THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE A PERPENDICULAR DISTANCE OF 67.0 FEET FROM THE SOUTH LINE OF LOT 4, BLOCK 1 OF SAID WELLINGTON SQUARE SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 102.83 FEET TO A POINT FOR A CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF SAID 100-FOOT D.P.&L. CO. RIGHT OF WAY;

THENCE ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D.P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 162.70 FEET TO A POINT FOR A CORNER, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 23 SECONDS, A RADIUS OF 494.0 FEET, A CHORD BEARING OF NORTH 32 DEGREES 09 MINUTES 13 SECONDS WEST AND A CHORD LENGTH OF 82.87 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 82.97 FEET TO A POINT FOR REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 54 SECONDS, A RADIUS OF 506.0 FEET, A CHORD BEARING OF NORTH 26 DEGREES 59 MINUTES 27 SECONDS WEST AND A CHORD LENGTH OF 175.28 FEET:

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 176.17 FEET TO A POINT FOR CORNER;

THENCE NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 410.99 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27 DEGREES 54 MINUTES 28 SECONDS, A RADIUS OF 292.0 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 46 SECONDS WEST AND A CHORD LENGTH OF 140.83 FEET;



COUNTY :

**DALLAS** 

ROADWAY:

SOUTH QUORUM/INWOOD CONNECTION

PARCEL:

2Δ

#### PARCEL 2A

BEING A 0.1715 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF TRACT NO. 1 (ONE) OF S. FINLEY EWING, JR. ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 73093, PAGE 1346, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING A PART OF THE ANDERSON & WHITE ADDITION AS RECORDED IN VOLUME 953, PAGE 895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF THE TRACT OF LAND CONVEYED TO EWING ENTERPRISES LTD. PS ACCORDING TO THE DEED RECORDED IN VOLUME 98050, PAGE 5773, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD AT THE NORTHWEST CORNER OF SAID TRACT NO. 1 (ONE) OF S. FINLEY EWING, JR. ADDITION AND BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

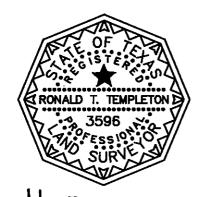
THENCE NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 123.65 FEET TO A POINT FOR A CORNER:

THENCE SOUTH 00 DEGREES 08 MINUTES 56 SECONDS WEST A DISTANCE OF 67.03 FEET TO A POINT FOR A CORNER;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE A PERPENDICULAR DISTANCE OF 67.0 FEET FROM THE SOUTH LINE OF LOT 4, BLOCK 1 OF SAID WELLINGTON SQUARE SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 102.83 FEET TO A POINT FOR A CORNER IN THE WEST LINE OF SAID TRACT NO. 1 (ONE);

THENCE NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 69.60 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 7469.50 SQUARE FEET OR 0.1715 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

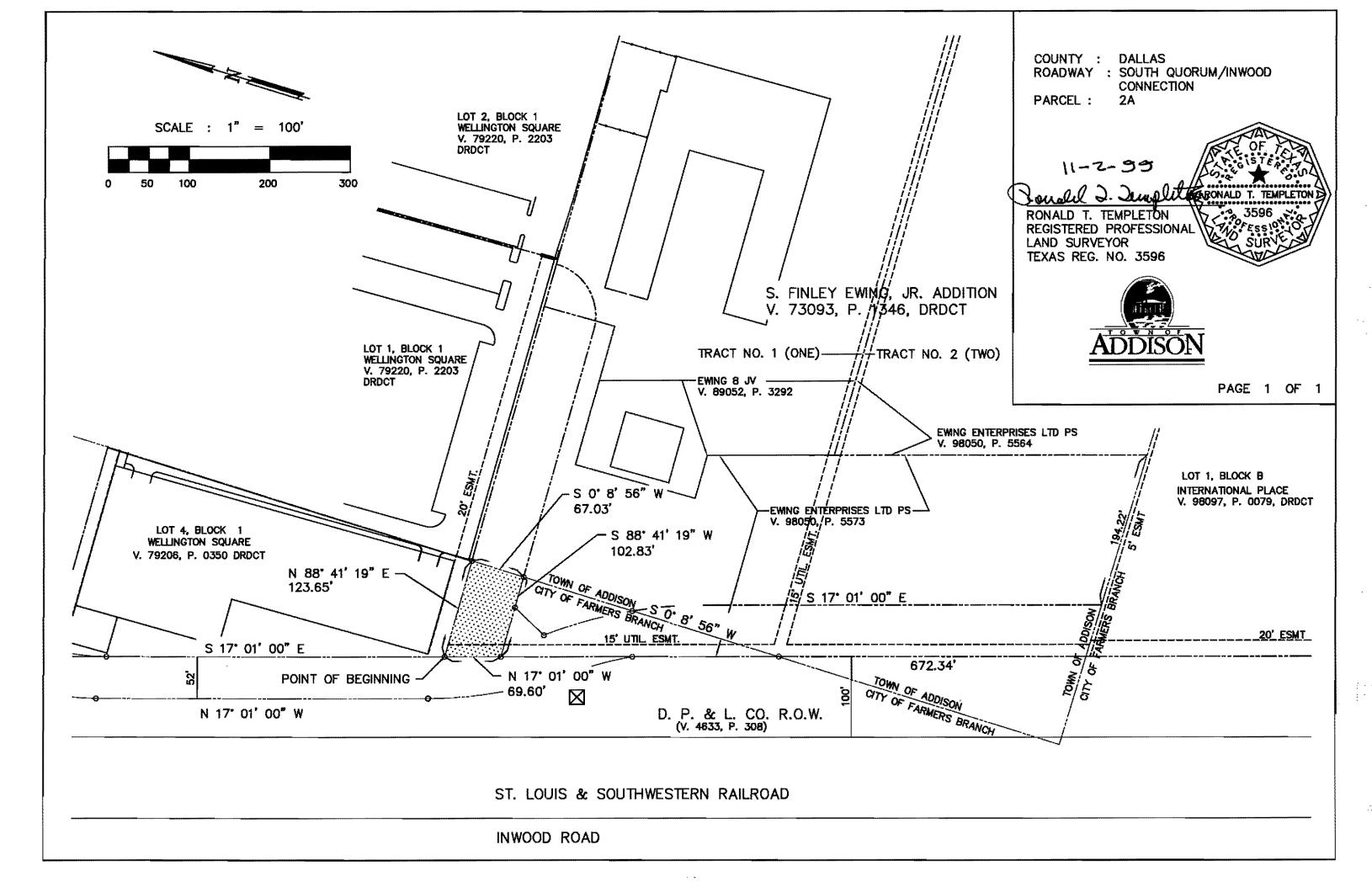


11-2-99

RONALD T. TEMPLETON

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 3596



#### EXHIBIT "C-1"

COUNTY:

**DALLAS** 

ROADWAY:

SOUTH QUORUM/INWOOD CONNECTION

#### TRACT 1

BEING A 0.9845 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES OO SECONDS WEST A DISTANCE OF 60.43 FEET TO A POINT FOR A CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF A 100-FOOT D.P.&L. CO. RIGHT OF WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST A DISTANCE OF 377.07 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D.P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 640.54 FEET TO A POINT FOR A CORNER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 123.65 FEET TO A POINT FOR A CORNER;

THENCE SOUTH OO DEGREES OB MINUTES 56 SECONDS WEST A DISTANCE OF 67.03 FEET TO A POINT FOR A CORNER:

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE A PERPENDICULAR DISTANCE OF 67.0 FEET FROM THE SOUTH LINE OF LOT 4, BLOCK 1 OF SAID WELLINGTON SQUARE SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 102.83 FEET TO A POINT FOR A CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF SAID 100-FOOT D.P.&L. CO. RIGHT OF WAY;

THENCE ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D.P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 162.70 FEET TO A POINT FOR A CORNER, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 23 SECONDS, A RADIUS OF 494.0 FEET, A CHORD BEARING OF NORTH 32 DEGREES 09 MINUTES 13 SECONDS WEST AND A CHORD LENGTH OF 82.87 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 82.97 FEET TO A POINT FOR REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 54 SECONDS, A RADIUS OF 506.0 FEET, A CHORD BEARING OF NORTH 26 DEGREES 59 MINUTES 27 SECONDS WEST AND A CHORD LENGTH OF 175.28 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 176.17 FEET TO A POINT FOR CORNER;

THENCE NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 410.99 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27 DEGREES 54 MINUTES 28 SECONDS, A RADIUS OF 292.0 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 46 SECONDS WEST AND A CHORD LENGTH OF 140.83 FEET;

#### EXHIBIT "C-1"

COUNTY:

**DALLAS** 

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 142.23 FEET TO A POINT OF REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 53 MINUTES 11 SECONDS, A RADIUS OF 155.13 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 07 SECONDS WEST AND A CHORD LENGTH OF 74.76 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 75.50 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 42,885.59 SQUARE FEET OR 0.9845 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

#### TRACT 2

BEING A 0.0130 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES OO SECONDS WEST A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF A 100-FOOT D.P.&L. CO. RIGHT OF WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHEAST LINE OF THE SAID 100-FOOT D.P.&L. CO. RIGHT OF WAY SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST) A DISTANCE OF 130.77 FEET TO A POINT, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 12 MINUTES 50 SECONDS, A RADIUS OF 694.0 FEET, A CHORD BEARING OF NORTH 22 DEGREES 37 MINUTES 25 SECONDS WEST AND A CHORD LENGTH OF 135.61 FEET:

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 135.83 FEET TO A POINT FOR CORNER LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST) A DISTANCE OF 13.90 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 566.03 SQUARE FEET OR 0.0130 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

RONALD T. TEMPLETON D

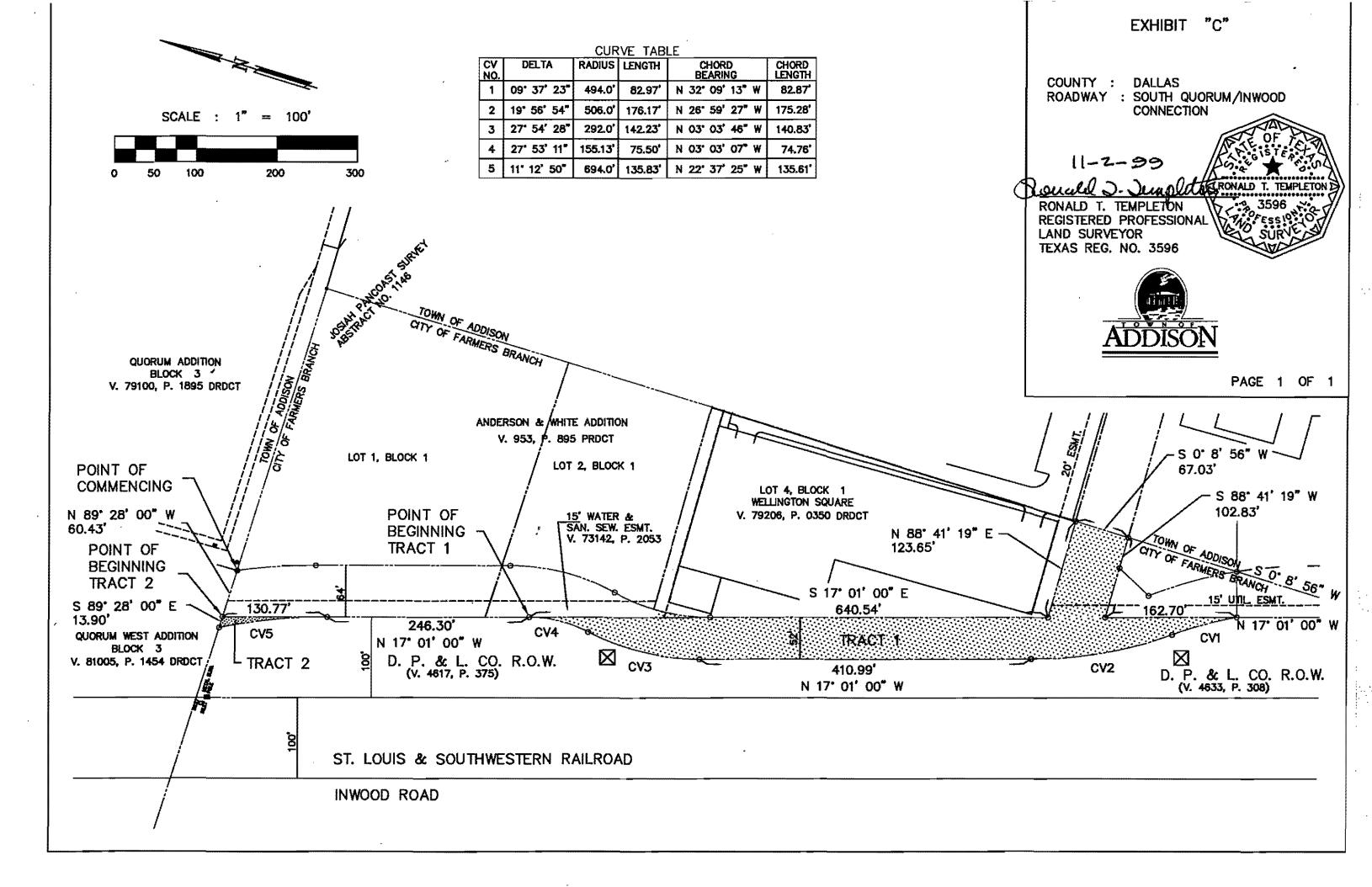
11-2-99

RONALD T. TEMPLETON

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 3596

PAGE 2 OF 2



COUNTY:

**DALLAS** 

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL:

24

#### PARCEL 2A

BEING A 0.1715 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF TRACT NO. 1 (ONE) OF S. FINLEY EWING, JR. ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 73093, PAGE 1346, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING A PART OF THE ANDERSON & WHITE ADDITION AS RECORDED IN VOLUME 953, PAGE 895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF THE TRACT OF LAND CONVEYED TO EWING ENTERPRISES LTD. PS ACCORDING TO THE DEED RECORDED IN VOLUME 98050, PAGE 5773, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOIL OWS:

BEGINNING AT AN IRON ROD AT THE NORTHWEST CORNER OF SAID TRACT NO. 1 (ONE) OF S. FINLEY EWING, JR. ADDITION AND BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

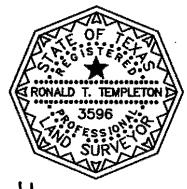
THENCE NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 123.65 FEET TO A POINT FOR A CORNER;

THENCE SOUTH OO DEGREES OB MINUTES 56 SECONDS WEST A DISTANCE OF 67.03 FEET TO A POINT FOR A CORNER;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE A PERPENDICULAR DISTANCE OF 67.0 FEET FROM THE SOUTH LINE OF LOT 4, BLOCK 1 OF SAID WELLINGTON SQUARE SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 102.83 FEET TO A POINT FOR A CORNER IN THE WEST LINE OF SAID TRACT NO. 1 (ONE);

THENCE NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 69.60 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 7469.50 SQUARE FEET OR 0.1715 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

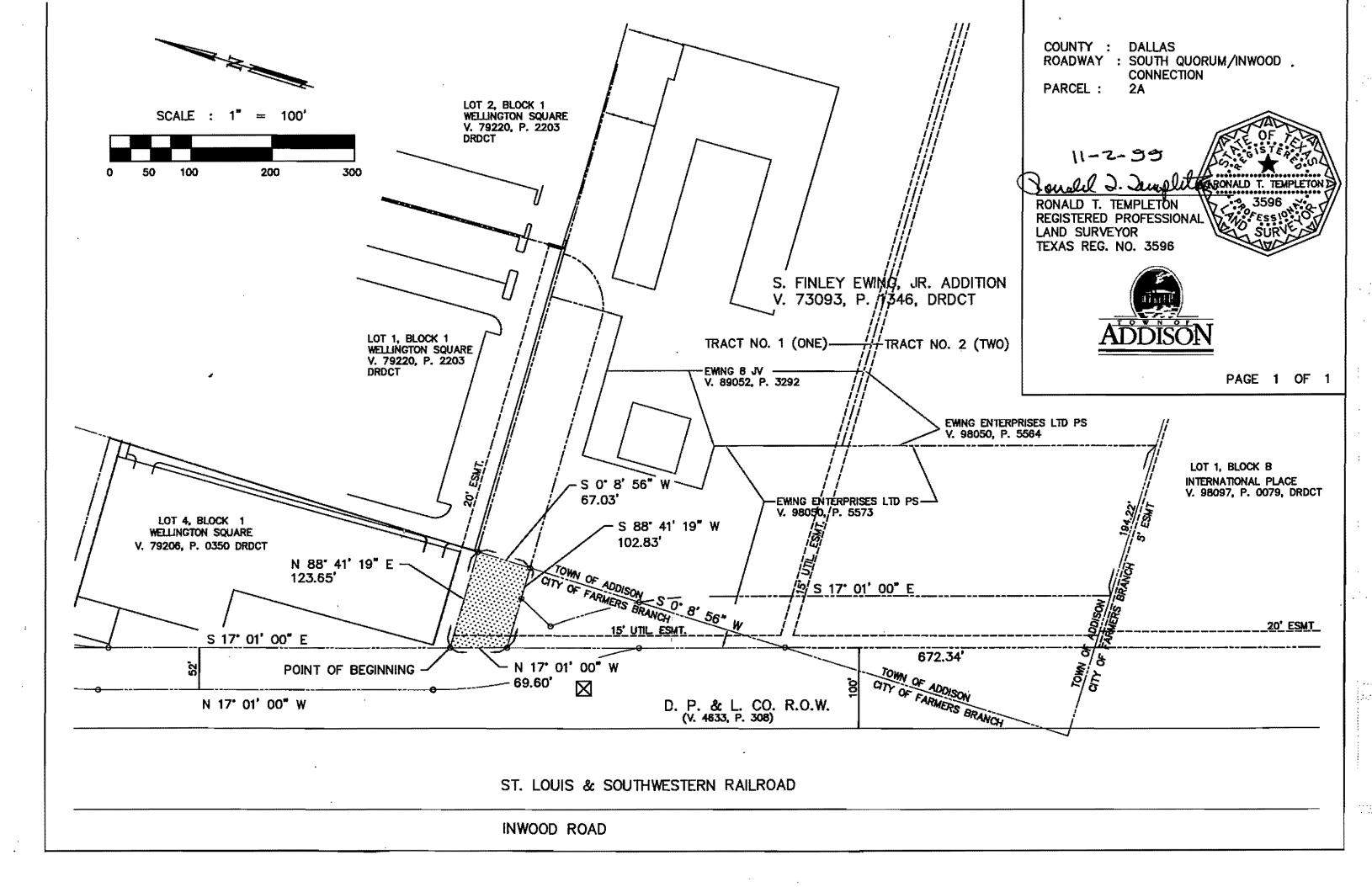


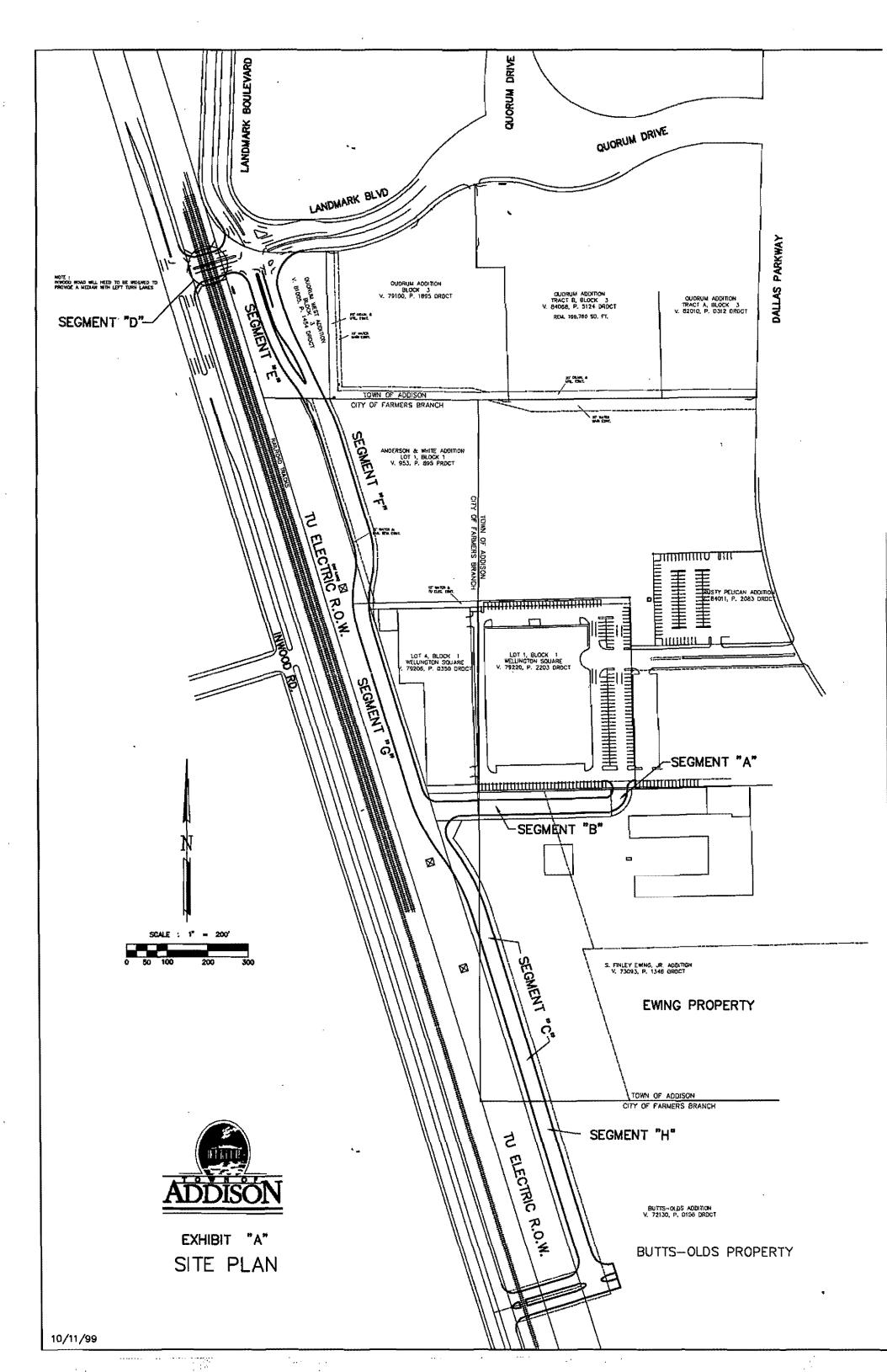
11-2-99

RONALD T. TEMPLETON

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 3596





Inword/S. Quorum - From Tax mys,

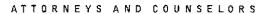
Inwood Rd 60' Row

St. Louis & Southwestern RR
Scales almost 100' from Belttime toLandmark (Landmark touches the
RR Row

adjacent to Caving Property
RR plus TXN Scales 190' with

## POWLES & THOMPSON

A Professional Corporation





JOHN M. HILL 214.672.2170 JHILL@COWLESTHOMPSON.COM

January 3, 2005

Mr. John Boyle Boyle & Lowry 4201 Wingren, Suite 108 Irving, TX 75062-2763

Dear John:

One of my New Year's resolutions is to clear up a few things that have been lingering for a while. One of those things is the matter involving South Quorum.

If you recall, Farmers Branch and Addison entered into an Agreement dated March 20, 2000 (copy of enclosed as Exhibit 1). That Agreement provides in part that Addison had entered into contracts to obtain fee title to land described in Exhibit B to the Agreement. One of the tracts of land included in Exhibit B is identified as "Parcel 4" and is a 0.6673 acre tract of land. Section 1.2 of the Agreement provides that Addison would convey that tract to Farmers Branch upon Addison's acquisition of the land. The form of the conveyance (a Special Warranty Deed) is as set forth in Exhibit D to the Agreement, and the conveyance was to occur upon the completion of the improvements.

Addison received a Special Warranty Deed from the then owner of the land, Crescent Real Estate Equities Limited Partnership, on December 28, 2001 (copy of recorded deed enclosed as Exhibit 2). On December 31, 2001 I forwarded to you a letter (copy enclosed as Exhibit 3) stating the Crescent had conveyed that deed and that I would be forwarding the form of Special Warranty Deed conveying the property from Addison to Farmers Branch. By letter dated January 8, 2002 (copy enclosed as Exhibit 4) I sent to you a copy of the Special Warranty Deed for your review and determination as to whether or not it was acceptable. I think that you contacted me sometime in January, 2003 about this, and on January 23, 2003 I faxed to you another copy of the January 8, 2002 correspondence. I think that you and I committed at that time to getting this completed, but it unfortunately fell into the proverbial "black hole." But now, something tells me that 2005 is the year to get this thing finished.

With renewed optimism, I would appreciate it if you would review the Special Warranty Deed, and if you find it acceptable, I will ask Ron Whitehead to execute it and will forward the original to you for execution by Farmers Branch.

January 3, 2005 Page 2

Thanks.

Vory truly yours,

John M. Hill

JMH/yjr Enclosures

cc: Mr. Jim Pierce, w/Town of Addison

Mr. Ken Dippel, w/firm

ce Jerry Mumawski 1/7/05

# EXHIBIT 1



COUNTY OF DALLAS

#### **AGREEMENT**

This Agreement (the "Agreement") is made this the <u>JOY</u> day of <u>March</u>, 2000, by and between the City of Farmers Branch, Texas, a home-rule municipal corporation located in Dallas County, Texas ("Farmers Branch"), and the Town of Addison, Texas, a home-rule municipal corporation located in Dallas County, Texas ("Addison").

WHEREAS, Addison, as set forth in its Thoroughfare Plan, desires to extend Landmark Boulevard as set forth generally on the Site Plan (herein so called) that is attached as <u>Exhibit</u> "A";

WHEREAS, the proposed extension of Landmark Boulevard includes land within the city limits of Farmers Branch, which land is described in Exhibits "B" and "C" attached hereto and incorporated herein (such tracts of land are hereinafter sometimes referred to as the "Right-of-Way");

WHEREAS, the extension of Landmark Boulevard is required to adequately and safely accommodate the increased traffic volume in the vicinity and the expansion of Landmark Boulevard will result in great and lasting benefit to the people of Addison and Farmers Branch;

WHEREAS, Addison has entered into contracts to acquire fee simple title to that portion of the Right-of-Way described in Exhibit "B" and will thereafter, as set forth herein, convey to Farmers Branch fee simple title to that land; and

WHEREAS, Addison has entered into contracts to obtain an easement for right-of-way purposes, in, over and through that portion of the Right-of-Way described in <u>Exhibits "C"</u> attached hereto, which contract provides that the said easement is to be conveyed jointly to Addison and Farmers Branch by the landowner;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, Farmers Branch and Addison hereby agree as follows:

#### TERMS OF AGREEMENT

- 1.1 <u>Incorporation of Premises.</u> The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.
  - 1.2 <u>Fee Simple Title.</u> Upon its acquisition of the fee simple title to the land described in <u>Exhibit "B"</u>, Addison agrees, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to GRANT, SELL AND CONVEY to Farmers Branch and Farmers Branch agrees to accept the said land. The conveyance shall be by instrument, in the form attached hereto as <u>Exhibit "D"</u> (and subject to the same exceptions to title contained in the instrument conveying title to the land to Addison) and shall occur promptly following the completion of the improvements described in Section 1.4 by

Addison and the acceptance thereof by Farmers Branch. The land described in <u>Exhibit "B"</u> shall be burdened by such restrictive covenants as set forth in <u>Exhibit "D"</u>, restricting the use of the property to only such uses which are necessary for the activities described in this Agreement including, but not limited to, construction, maintenance, repair and free flow of traffic of Landmark Boulevard. The restrictive covenants set forth in <u>Exhibit "D"</u> shall be binding on all parties, their successors and assigns, and shall run with the land.

- Easement. In accordance with its contracts to acquire that portion of the Right-of-Way described in Exhibit "C", Addison shall cause the owners of the land described in Exhibit "C" to grant an easement in such land jointly to Addison and Farmers Branch (to the extent such contracts provide for such joint conveyance) for the purpose of constructing, operating, repairing, reconstructing and perpetually maintaining public right-of-way, sidewalks, streets, utilities and drainage in, over, through, and under the described land. Upon the execution of the easement to Farmers Branch, Farmers Branch agrees to accept the easement. In the event an easement conveyed to Addison is not jointly conveyed to Farmers Branch, Addison shall convey such easement (subject to the same exceptions to the conveyance contained in the instrument conveying the easement in the land to Addison) to Farmers Branch promptly following the completion of the improvements described in Section 1.4 by Addison and the acceptance thereof by Farmers Branch.
- 1.4 <u>Road Construction.</u> Addison will cause the street improvements, sidewalks, street signs, traffic control devices, lights, landscaping and drainage in the Right-of-Way to be constructed as soon as practicable), but in any event no later than December 31, 2001. All construction shall be done pursuant to plans, drawings and specifications approved in advance by Farmers Branch. Farmers Branch shall inspect said improvements during construction.
- 1.5 <u>Right-of-Way Obligations</u>. Following the construction of said improvements within the Right-of-Way as set forth in Paragraph 1.4, acceptance by Farmers Branch of fee simple title to the land described in <u>Exhibit "B"</u> as set forth in Paragraph 1.2, and acceptance by Farmers Branch of the street easement of land described in <u>Exhibit "C"</u> as set forth in Paragraph 1.3, and acceptance of said improvements by Farmers Branch, Farmers Branch shall maintain, replace, and repair as may be necessary the street pavement, sidewalks, street signs, traffic control devices, lights, and drainage. Farmers Branch shall also provide law enforcement, fire and emergency medical services to those properties located within Farmers Branch adjacent to the Right-of-Way. Addison and Farmers Branch agree that Addison shall maintain the landscaping within the Right-of-Way and that Addison shall have access to the Right-of-Way for that purpose.

#### REPRESENTATIONS AND WARRANTIES

- 2.1 <u>Representations and Warranties of Addison.</u> Addison represents and warrants to Farmers Branch as follows:
- a. <u>Organization</u> Addison is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.

- b. <u>Power and Authority.</u> Addison has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Addison. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the Charter of Addison, or any provision of any agreement or instrument to which Addison is a party or by which Addison is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Addison.
- c. <u>Binding Obligation</u>. This Agreement has been duly executed and delivered on behalf of Addison. This Agreement constitutes a legal, valid, and binding obligation of Addison.
- 2.2 <u>Representations and Warranties of Farmers Branch</u> Farmers Branch represents and warrants to Addison as follows:
- a. <u>Organization</u>. Farmers Branch is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.
- b. <u>Power and Authority.</u> Farmers Branch has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Farmers Branch. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the Charter of Farmers Branch, or any provision of any agreement or instrument to which Farmers Branch is a party or by which Farmers Branch is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Farmers Branch.
- c. <u>Binding Obligation</u>. This Agreement has been duly executed and delivered on behalf of the Farmers Branch. This Agreement constitutes a legal, valid, and binding obligation of Farmers Branch.

#### MISCELLANEOUS PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties hereto. This Agreement may not be assigned without the prior written consent of the other party.
- 3.2. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.
- .3.3 No amendment, modification, or alteration of the terms hereof shall be binding unless it shall be in writing, dated subsequent to the date hereof and duly executed by the parties.
- 3.4 This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 3.5 If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 3.6 The obligations and undertakings of each of the parties of this Agreement are and shall be performable in Dallas County, Texas.
  - 3.7 Time is of the essence in this Agreement.
- 3.8 Each party hereto warrants that it has received authority from its governing body to enter into this Agreement.
- 3.9 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.
- 3.10 Neither Addison nor Farmers Branch may exercise their powers of eminent domain to take title to any of the Right-of-Way subject to this Agreement without the consent of the other. Neither Addison nor Farmers Branch shall do any action or cause to be done any action that will interfere with the others compliance of this Agreement.
- 3.11 Farmers Branch and Addison shall be entitled to record a memorandum of this Agreement in the Real Property Records of Dallas County, Texas. Addison and Farmers Branch agree to execute and record a release of such memorandum in the event the Closing does not occur as provided above.
- 3.12 All notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated in this Section:

To Addison:

To Farmers Branch:

P. O. Box 9010 Addison, Texas 75001 P.O. Box 819010 Farmers Branch, Texas 75381-9010

Attn: City Manager Attn: City Manager

Notice shall be deemed to have been given (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box in the State to which the notice is addressed or ninety-six (96) hours after the deposit in any such post office box in other than the state to which the notice is addressed, postage paid, addressed as set forth above. The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

#### TERMINATION

- 4.1 In the event construction of the street improvements in the Right-of-Way is not completed by December 31, 2001, Farmers Branch shall have the right to terminate this Agreement upon thirty (30) days written notice; provided, however, that if the substantial completion of the construction is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities serving the areas adjacent to the Right-of Way; fire or other casualty; condemnation proceedings; or any like or similar circumstances which are reasonably beyond the control of Addison, Addison shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal to the period Addison was delayed.
- 4.2 This Agreement shall terminate upon the express write agreement of both Addison and Farmers Branch or upon the happening described in Section 4.5.
- 4.3 Addison may terminate this Agreement if, after reasonable diligence, it is unable to obtain the necessary land described in Exhibits "B" and "C" to extend Landmark Boulevard as described in Exhibit "A" or the expansion of Landmark Boulevard becomes unnecessary or unfeasible.

EXECUTED on the date first above written.

CITY OF FARMERS BRANCH, TEXAS

TOWN OF ADDISON, TEXAS

ATTEST:

ATTEST:

City Secretary

City Secretary

City Manager

Approved as to form:

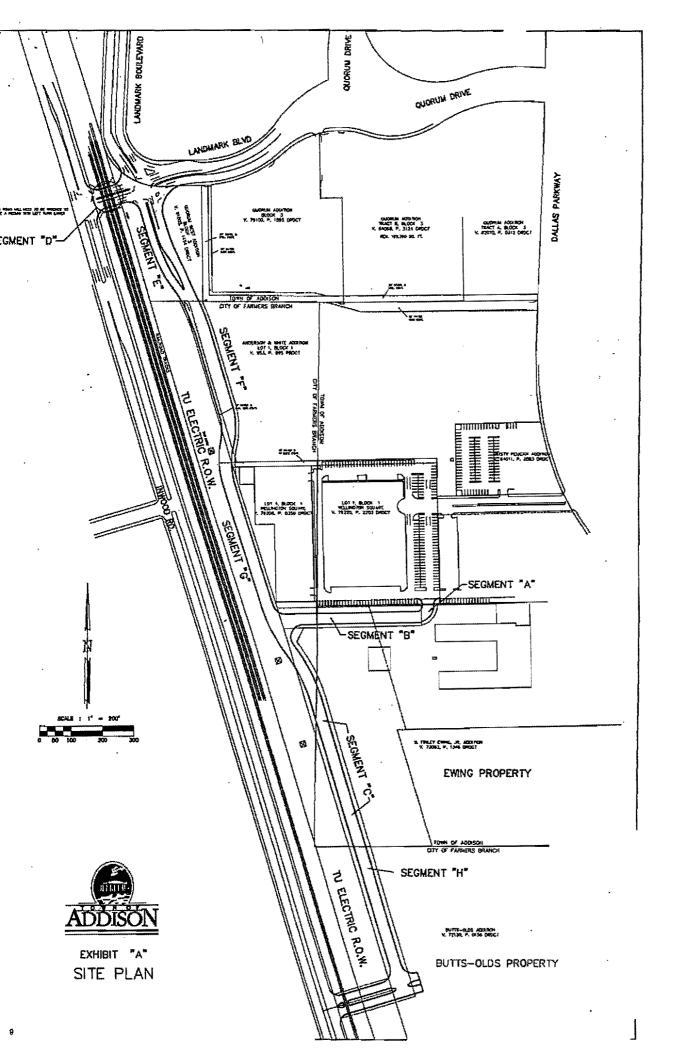
By:

City Attorney for Farmers Branch

Approved as to form:

By:

City Attorney for Town of Addison



## EXHIBIT B

to Agreement
between City of Farmers Branch
and Town of Addison

COUNTY :

**DALLAS** 

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL :

8

#### PARCEL 8

BEING A 0.0057 ACRE TRACT SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF THE WELLINGTON SQUARE ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, BLOCK 1 OF SAID WELLINGTON SQUARE ADDITION, THENCE NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF LOT 4 A DISTANCE OF 10.63 FEET TO A POINT FOR A CORNER, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16 DEGREES 47 MINUTES 24 SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH 08 DEGREES 37 MINUTES 18 SECONDS EAST, AND A CHORD LENGTH OF 70.08 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 70.33 FEET TO A POINT IN THE WEST LINE OF SAID LOT 4 FOR A CORNER:

THENCE NORTH 17 DEGREES 01 MINUTE 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 72.20 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 249.27 SQUARE FEET OR 0.0057 ACRE OF LAND.

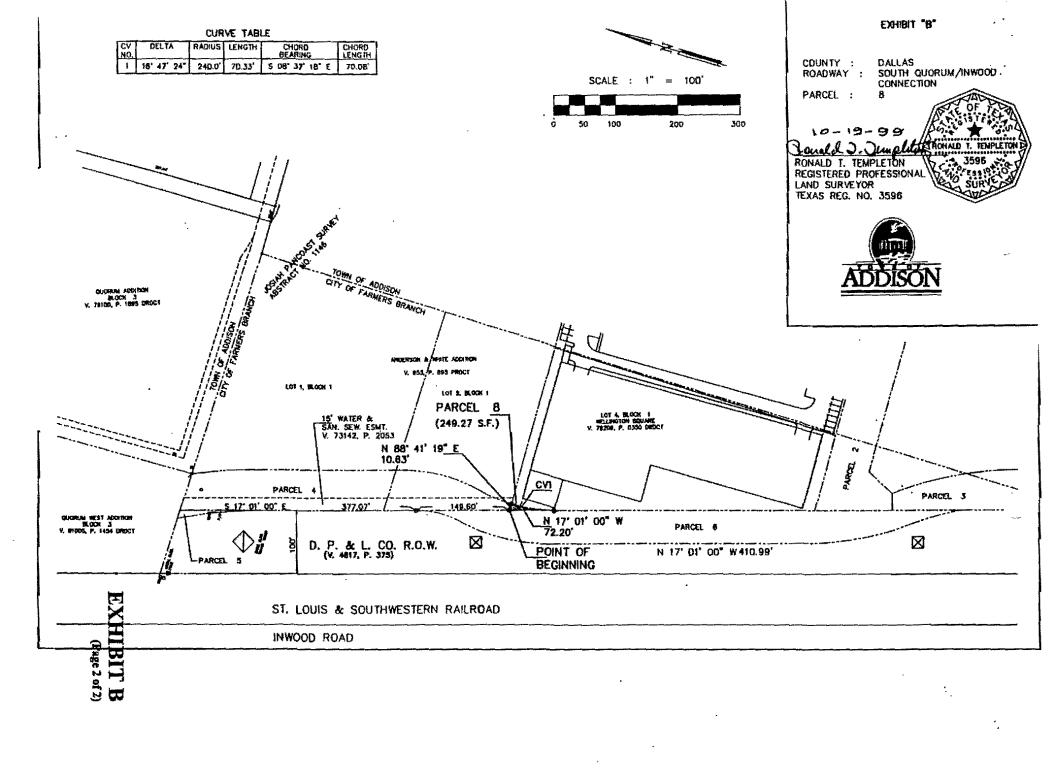
THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, PART OF THE WELLINGTON SQUARE ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.



RONALD T. TEMPLETON 10-19-99
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 3596

**EXHIBIT B** 

(Page 1 of 2)



COUNTY

DALLAS

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL :

#### PARCEL 4

BEING A 0.6773 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF LOT 1 AND LOT 2, BLOCK 1 OF ANDERSON WHITE ADDITION. AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 953, PAGE 895, PLAT RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP ACCORDING TO THE DEED RECORDED IN VOLUME 97092, PAGE 02797, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3. QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS, SAID POINT LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 26 MINUTES 37 SECONDS, A RADIUS OF 758.0 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 44 MINUTES 53 SECONDS EAST AND A CHORD LENGTH OF 98.41 FEET:

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 98.48 FEET TO A POINT FOR CORNER:

THENCE SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 29 SECONDS, A RADIUS OF 260.0 FEET, A CHORD BEARING OF SOUTH 02 DEGREES 22 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 131.55 FEET:

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 133.0 FEET TO A POINT FOR CORNER. SAID POINT BEING A POINT OF REVERSE CURVE AND LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 06 SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH OF DEGREES OF MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 52.33 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 52.44 FEET TO A POINT FOR CORNER LYING IN THE NORTH LINE OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID LOT 4. BLOCK 1 OF WELLINGTON SQUARE, SOUTH BB DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 10.63 FEET TO A POINT FOR CORNER LYING IN THE NORTHEAST LINE OF A 100 FOOT D. P. & L. CO. RIGHT-DF-WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS:

THENCE ALONG THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L CO. RIGHT-OF-WAY, NORTH 17 DEGREES 01 MINUTES 34 SECONDS A DISTANCE OF 526.59 FEET (ALSO CALLED NORTH 17 DEGREES 01 MINUTES DD SECONDS WEST A DISTANCE OF 526.67 FEET) TO A 1/2" IRON ROD LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3, QUORUM WEST ADDITION SOUTH 89 DEGREES 27 MINUTES 35 SECONOS EAST (ALSO CALLED SOUTH 89 DEGREES 28 MINUTES OD SECONDS EAST) A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,501.15 SOUARE FEET OR 0.6773 ACRES OF LAND.

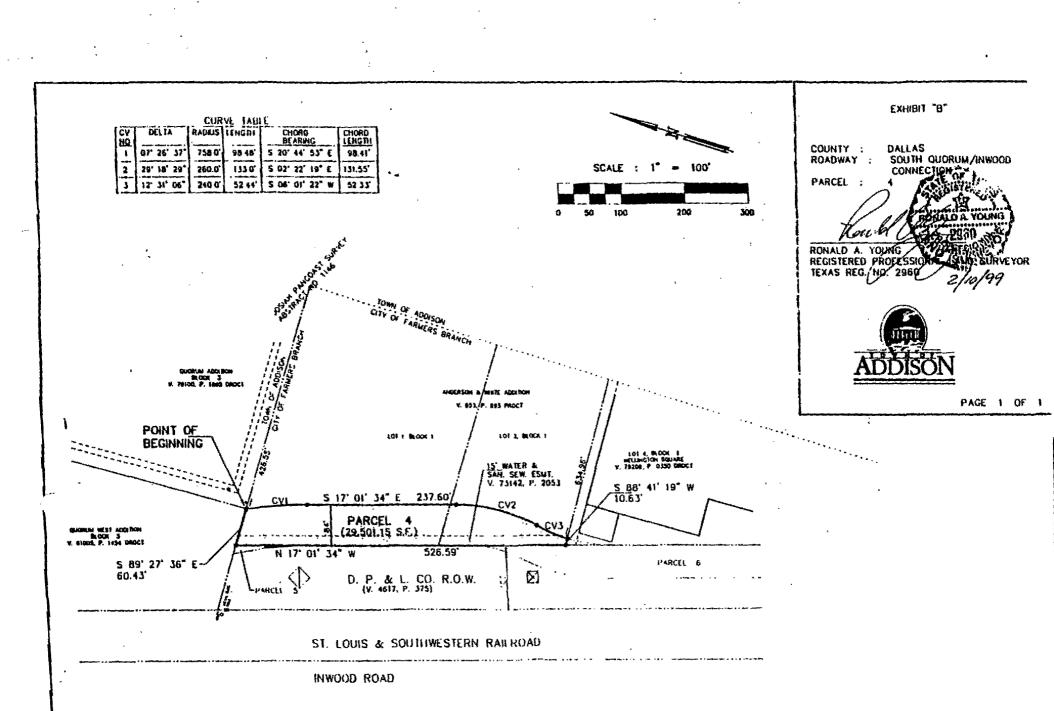
RONALD A. YOUNG

TEXAS REG. NO. 2960

REGISTERED PROFESSIONAL LAND SURVEYOR

A CLIANOR

PAGE 1 OF



## EXHIBIT C

to Agreement
between City of Farmers Branch
and Town of Addison

## EXHIBIT "C"

COUNTY :

**DALLAS** 

ROADWAY

SOUTH QUORUM/INWOOD CONNECTION

#### TRACT 1

BEING A 0.9845 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 60.43 FEET TO A POINT FOR A CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF A 100-FOOT D.P.&L. CO. RIGHT OF WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE SOUTH 17 DEGREES 01 MINUTES QO SECONDS EAST A DISTANCE OF 377.07 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D.P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES O1 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES O1 MINUTES 34 SECONDS EAST) A DISTANCE OF 640.54 FEET TO A POINT FOR A CORNER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 123.65 FEET TO A POINT FOR A CORNER;

THENCE SOUTH 00 DEGREES 08 MINUTES 56 SECONDS WEST A DISTANCE OF 67.03 FEET TO A POINT FOR A CORNER;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE A PERPENDICULAR DISTANCE OF 67.0 FEET FROM THE SOUTH LINE OF LOT 4, BLOCK 1 OF SAID WELLINGTON SQUARE SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 102.83 FEET TO A POINT FOR A CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF SAID 100-FOOT D.P.&L. CO. RIGHT OF WAY;

THENCE ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D.P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 162.70 FEET TO A POINT FOR A CORNER, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 23 SECONDS, A RADIUS OF 494.0 FEET, A CHORD BEARING OF NORTH 32 DEGREES 09 MINUTES 13 SECONDS WEST AND A CHORD LENGTH OF 82.87 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 82.97 FEET TO A POINT FOR REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 54 SECONDS, A RADIUS OF 506.0 FEET, A CHORD BEARING OF NORTH 26 DEGREES 59 MINUTES 27 SECONDS WEST AND A CHORD LENGTH OF 175.28 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 176.17 FEET TO A POINT FOR CORNER:

THENCE NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 410.99 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27 DEGREES 54 MINUTES 28 SECONDS, A RADIUS OF 292.0 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 46 SECONDS WEST AND A CHORD LENGTH OF 140.83 FEET;

## EXHIBIT "C"

COUNTY:

**DALLAS** 

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 142.23 FEET TO A POINT OF REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 53 MINUTES 11 SECONDS, A RADIUS OF 155.13 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 07 SECONDS WEST AND A CHORD LENGTH OF 74.76 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 75.50 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 42,885.59 SQUARE FEET OR 0.9845 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

#### TRACT 2

BEING A 0.0130 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A  $1/2^*$  IRON ROD LYING AT THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

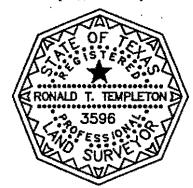
THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES OO SECONDS WEST A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF A 100-FOOT D.P.&L. CO. RIGHT OF WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHEAST LINE OF THE SAID 100-FOOT D.P.&L. CO. RIGHT OF WAY SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST) A DISTANCE OF 130.77 FEET TO A POINT, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 12 MINUTES 50 SECONDS, A RADIUS OF 694.0 FEET, A CHORD BEARING OF NORTH 22 DEGREES 37 MINUTES 25 SECONDS WEST AND A CHORD LENGTH OF 135.61 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 135.83 FEET TO A POINT FOR CORNER LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST) A DISTANCE OF 13.90 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 566.03 SQUARE FEET OR 0.0130 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.



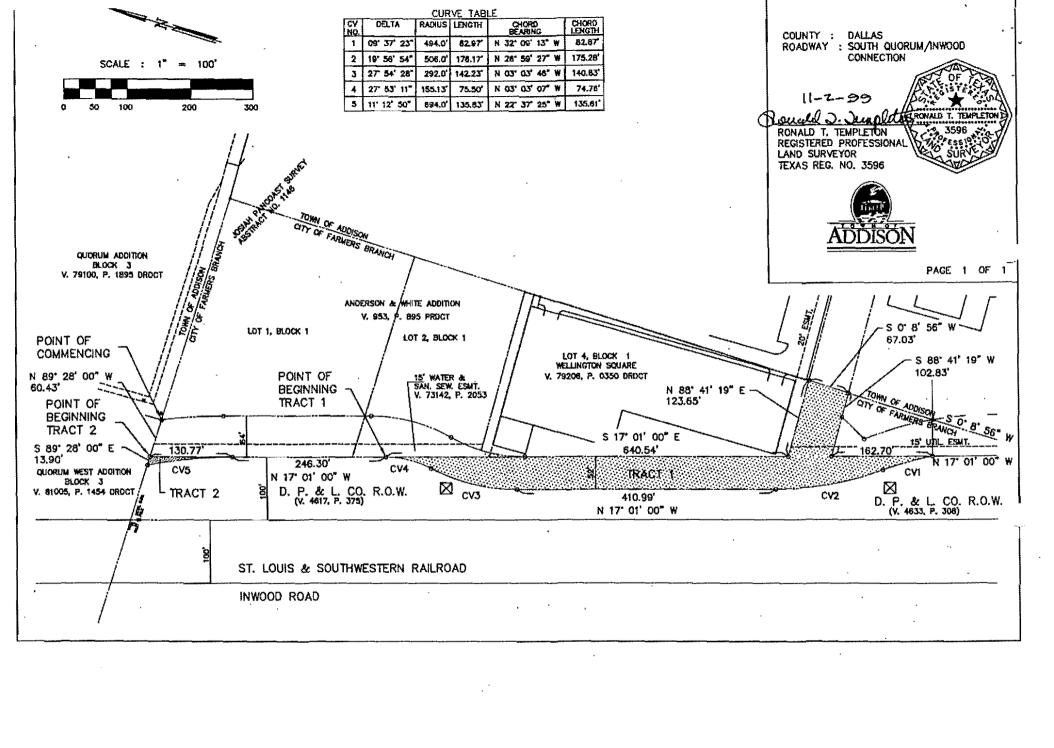
11-2-99

RONALD T. TEMPLETON

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG NO 3596

1:3



#### EXHIBIT "D"

*				After Recording Return 10:
STATE OF T	TEXAS	§		
COUNTY O	F DALLAS	§ §		
•		SPECIAL	WARRANTY DEED	
DATE:		<u> </u>		
GRANTOR:	Town of Add 5300 Belt Li Addison, TX (Dallas Cour	ne Road 75001		
GRANTEE:	City of Farm	ers Branch, Tex	cas	
	(Dallas Cour	nty, Texas)		

#### CONSIDERATION:

Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

## PROPERTY (INCLUDING ANY IMPROVEMENTS):

See Exhibit "A" attached hereto and incorporated herein by reference.

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

See Exhibit "B" attached hereto and incorporated herein by reference.

Grantor, for the consideration described above and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

The Property hereby conveyed may be used only as a public right-of-way for the passage and free flow of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Once the public right-of-way improvements are constructed by Grantor pursuant to the temporary construction easement described above, Grantee agrees to maintain the improvements in good repair and order and to make no material change to the improvements, without the prior consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing restrictions and obligations run with the Property and are binding upon Grantee, its successors and assigns forever.

**EXECUTED** effective as of the day first written above.

TOWN OF ADDISON, TEXAS

By:		
Print Name:		
Print Title:		
CITY OF FAI	RMERS BRANCH, TEXAS	
	THE RESERVE AND A SECOND OF THE RESERVE AS A SEC	
By:		
Print Name:	***************************************	
Print Title		

STATE OF TEXAS	89			
COUNTY OF DALLAS	§ §			
Before Me, this ins	trument wa	s acknowle	edged on this	day of, of the Town of Addison,
by		, the		of the Town of Addison,
Texas, on behalf of such en	tity.			
			Notary Public	c, State of Texas
My Commission Expires:			· ·	o, oute of fonds
STATE OF TEXAS	§			
COUNTY OF DALLAS	<i>\$</i>			
Before Me, this inst	rument wa	s acknowle	dged on this	day of
by		, the		of the City of Farmers
Branch, Texas, on behalf of	such entity	<b>y</b> .		day of, of the City of Farmers
				c, State of Texas
My Commission Expires:			Print name:	

# EXHIBIT 2

#### SPECIAL WARRANTY DEED

CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantor"), for and in consideration of the sum of \$10.00 cash in hand paid by the Town of Addison. Texas ("Grantee"), whose address is 5300 Belt Line Road, Dallas, Texas 75240-7606, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, the real property situated in Dallas County, Texas and described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon and with all improvements located thereon or in anywise appertaining thereto and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way contiguous and adjacent to the to the centerline thereof. (Said real property, together with Grantor's interest in the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests related thereto, being hereinafter referred to as the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions and other matters set forth in <u>Exhibit "B"</u> attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

This conveyance is being made by Grantor and accepted by Grantee subject to taxes for the year 1999, payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject only to the exceptions set forth on the attached Exhibit "B", Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS (SPECIFICALLY MAKING NO WARRANTY OF COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990), INGRESS OR EGRESS, OPERATING HISTORY OR

PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY. SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (B) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (C) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR. BY ACCEPTANCE OF THIS DEED GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONTRACTORS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS. MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. BY ACCEPTANCE OF THIS DEED GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS CONVEYING AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON.

EXECUTED to be effective the day of December, 2001.

#### GRANTOR:

CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP a Delaware limited partnership

By:

Crescent Real Estate Equities, Ltd.,

General Partner

Vice President and

Corporate Counsel

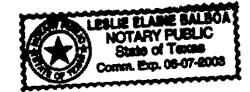
#### **GRANTEE:**

TOWN OF ADDISON TEXAS

STATE OF TEXAS COUNTY OF Tarvant \$

This instrument was acknowledged before me on December 28th, , VP + Lorporate Course of Crescent Real Estate Equities, Ltd., General Partner of Crescent Real Estate Equities Limited Partnership, a Delaware limited partnership on behalf of said partnership.

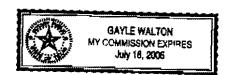
Notary Public, State of Texas



STATE OF TEXAS	§
_ `	§
COUNTY OF DALCAS	§

This instrument was acknowledged before me on January 2, 2002, Row (Unitelient), City Manager of the Town of Addison, Texas a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



# EXHIBIT "A"

# LAND

See Attached Pages 2 and 3 to this Exhibit "A"

COUNTY :

DAL' 3

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL :

4

## PARCEL 4

BEING A 0.6773 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN 1 JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF LOT 1 AND LOT 2. BLOCK 1 OF ANDERSON WHITE ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 3. PAGE 895, PLAT RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP ACCORDING TO THE DEED RECORDED IN VOLUME 97092, PAGE 02797, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7910D, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAS" CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY TEXAS. SAID POINT LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF O7 DEGREES 25 MINUTES 37 SECONDS, A RADIUS OF 758.0 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 44 MINUTES 53 SECONDS EAST AND A CHORD LENGTH OF 98.41 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 98.48 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 29 SECONDS. A RADIUS OF 260.0 FEET. A CHORD BEARING OF SOUTH 02 DEGREES 22 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 131.55 FEET:

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 133.0 FEET TO A POINT FOR CORNER; SAID POINT BEING A POINT OF REVERSE CURVE AND LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES OF SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH OF DEGREES OF MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 52.33 FEET,

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 52.44 FEET TO A POINT FOR CORNER LYING IN THE NORTH LINE OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID LOT 4, BLOCK 1 OF WELLINGTON SQUARE, SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 10.63 FEET TO A POINT FOR CORNER LYING IN THE NORTHEAST LINE OF A 100 FOOT D P. & L. CO. RIGHT-OF-WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY. NORTH 17 DEGREES OF MINUTES 34 SECONDS A DISTANCE OF 526.59 FEET (ALSO CALLED NORTH 17 DEGREES OF MINUTES 00 SECONDS WEST A DISTANCE OF 526.67 FEET) TO A 1/2" IRON ROD LYING IN THE SOUTH LINE OF BLOCK 3. QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED:

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3. OUDRUM WEST ADDITION SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST) A DISTANCE OF 60 43 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,501.15 SOUARE FEET OR 0.6773 ACRES OF LAND.

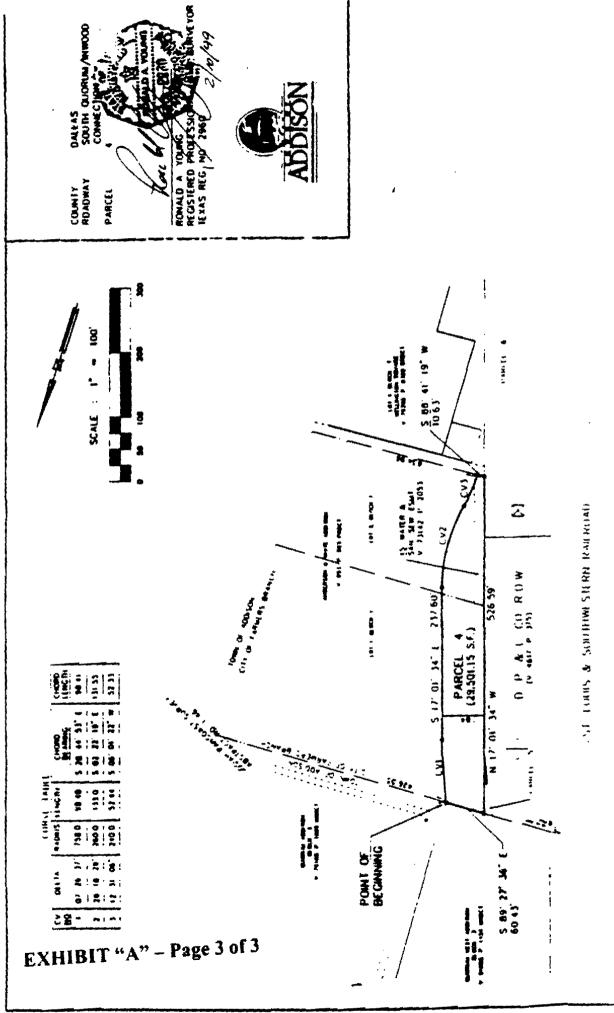
YOUNG

EXHIBIT "A" - Page 2 of 3

RONALD A. YOUNG

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 2960



HINING HUAD

#### **EXHIBIT "B"**

#### **Exceptions**

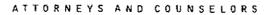
Recorded and validly existing public utility easements and restrictive covenants of record in the Real Property Records of Dallas County, Texas, including the following:

- 1. Restrictive covenants recorded in Volume 5582, Page 277, Deed Records of Dallas County, Texas. Certain documents recorded in the public records may have language restricting land ownership or use because of race, color, creed, national origin, religion, disabilities, handicap, sex, or familial status (called herein "Personal Restrictions"). Federal law prohibits enforcement of such personal restrictions. To the extent such Personal Restrictions are contained in any documents listed as an exception to this Special Warranty Deed, such Personal Restrictions or covenants are omitted from the exception.
- Easement granted to the City of Addison and City of Farmers Branch by instrument dated July 10, 1973, executed by Stewart Company and recorded in Volume 73142, Page 2053, Deed Records of Dallas County, Texas.
- 3. Easement granted to the City of Dallas by instrument dated March 11, 1983, executed by Vantage Properties, Inc. and recorded in Volume 86128, Page 1555, Deed Records of Dallas County, Texas.

# EXHIBIT 3

# JOWLES & THOMPSON

A Professional Corporation





JOHN M. HILL 214.672.2170 JHILL@COWLESTHOMPSON.COM

December 31, 2001

Mr. John F. Boyle, Jr. Boyle & Lowry 4201 Wingren, Suite 108 Irving, TX 75062

RE: Addison / Farmers Branch Agreement

Dear John:

In connection with the Addison / Farmers Branch Agreement regarding the construction of the extension of South Quorum, I wanted to let you know that this past Friday, December 28, 2001, the Town of Addison received a Special Warranty Deed from Crescent Real Estate Equities Limited Partnership. The Town had already received an easement from Crescent. The Addison / Farmers Branch Agreement provides that Addison will convey this property to Farmers Branch, and I will forward to you later this week for your review, the form of Special Warranty Deed in connection with this property.

I hope you and your family have a very Happy New Year.

Very truly yours,

om⁄ M. Hill

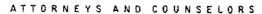
JMH/yjr

cc: Mr. Kenneth Dippel, w/firm

# EXHIBIT 4

# COWLES & THOMPSON

A Professional Corporation





JOHN M. HILL 214.672.2170 JHILL@COWLESTHOMPSON.COM

January 8, 2002

VIA FAX (972) 650-7105 AND REGULAR U.S. MAIL

Mr. John F. Boyle Boyle & Lowry 4201 Wingren, Suite 108 Irving, TX 75062

RE: Addison / Farmers Branch Agreement

Dear John:

As I mentioned to you in a letter dated December 31, 2001, the Town of Addison has now received from Crescent Real Estate Equities Limited Partnership a Special Warranty Deed to a 0.6773 acre tract of land in connection with the construction of the extension of South Quorum. The Addison / Farmers Branch Agreement provides that Addison will convey this property to Farmers Branch in a form attached to the contract as Exhibit D. I have enclosed for your review, the form of Special Warranty Deed. I have also enclosed a copy of the Special Warranty Deed from Crescent to the Town of Addison.

If the Special Warranty Deed is acceptable, I will forward to you an original of the Deed for execution by the City of Farmers Branch.

Thanks for your help.

Very truly yours,

John M. Hill

JMH/yjr Enclosures

cc: Mr. Jim Pierce

Mr. Kenneth Dippel

## After Recording Return To:

STATE OF TEXAS	§	John F. Boyle, Jr.
	§ .	Boyle & Lowry
COUNTY OF DALLAS	§	4201 Wingren, Suite 108
	_	Irving, TX 75062

#### SPECIAL WARRANTY DEED

DATE:	January, 2002
GRANTOR:	Town of Addison, Texas 5300 Belt Line Road Addison, TX 75001 (Dallas County, Texas)
GRANTEE:	City of Farmers Branch, Texas
	(Dallas County, Texas)

#### CONSIDERATION:

Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

#### PROPERTY (INCLUDING ANY IMPROVEMENTS):

See Exhibit "A" attached hereto and incorporated herein by reference.

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

See Exhibit "B" attached hereto and incorporated herein by reference.

Grantor, for the consideration described above and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

The Property hereby conveyed may be used only as a public right-of-way for the passage and free flow of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Once the public right-of-way improvements are constructed by Grantor pursuant to the temporary construction easement described above, Grantee agrees to maintain the improvements in good repair and order and to make no material change to the improvements, without the prior consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing restrictions and obligations run with the Property and are binding upon Grantee, its successors and assigns forever.

**EXECUTED** effective as of the day first written above.

TOWN OF ADDISON, TEXAS

Ву:	
Print Name:	
Print Title:	
CITY OF FAI	RMERS BRANCH, TEXAS
Ву:	
Print Name:	
Print Title:	

STATE OF TEXAS	§	
COUNTY OF DALLAS	& & &	
Before Me, this inst	rument was acknow	vledged on this day of of the Town of Addiso
Texas, on benan or such on	y.	
My Commission Expires:		Notary Public, State of Texas Print name:
STATE OF TEXAS COUNTY OF DALLAS	§ § §	
<b>Before Me,</b> this inst	rument was acknow	rledged on this day of of the City of Farme
Branch, Texas, on behalf of	such entity.	of the City of Farme
My Commission Expires:		Notary Public, State of Texas Print name:

;

# EXHIBIT "A"

# LAND

See Attached Pages 2 and 3 to this Exhibit "A"

COUNTY :

DAL S

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL

4

## PARCEL 4

BEING A 0.6773 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN JOSIAH PANCIAST SURVEY, ABSTRACT NO. 1148, AND BEING PART OF LOT 1 AND LOT 2, BLOCK 1 OF ANDERSON WHITE ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 3, PAGE 895, PLAT RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP ACCORDING TO THE DEED RECORDED IN VOLUME 97092, PAGE 02797, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, OUDRUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAS" CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY TEXAS SAID POINT LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF O7 DEGREES 26 MINUTES 37 SECONDS, A RADIUS OF 758.0 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 44 MINUTES 53 SECONDS EAST AND A CHORD LENGTH OF 98.41 FEET:

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 98.48 FEET TO A POINT FOR CORNER:

THENCE SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 29 SECONDS, A RADIUS OF 260.0 FEET, A CHORD BEARING OF SOUTH 02 DEGREES 22 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 131.55 FEET:

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 133.0 FEET TO A POINT FOR CORNER; SAID POINT BEING A POINT OF REVERSE CURVE AND LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 06 SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 01 MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 52.33 FEET.

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 52.44 FEET TO A POINT FOR CORNER LYNG IN THE NORTH LINE OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCHDALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79205, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

THENCE ALONG THE NORTH LINE OF SAID LOT 4, BLOCK 1 OF WELLINGTON SQUARE, SOUTH 88 DECREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 10.63 FEET TO A POINT FOR CORNER LYING IN THE NORTHEAST LINE OF A 100 FOOT D P & L CO. RIGHT-OF-WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617 PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS:

THENCE ALONG THE NORTHEAST UNE OF THE PREMOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY NORTH 17 DEGREES 01 MINUTES 34 SECONDS A DISTANCE OF 528.59 FEET (ALSO CALLED NORTH 17 DEGREES 01 MINUTES DO SECONDS WEST A DISTANCE OF 528.67 FEET) TO A 1/2" IRON ROD LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3, OLORUM WEST ADDITION SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 28 MINUTES OO SECONDS EAST) A DISTANCE OF 60 43 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,501.15 SOUARE FEET OR 0.6773 ACRES OF LAND.

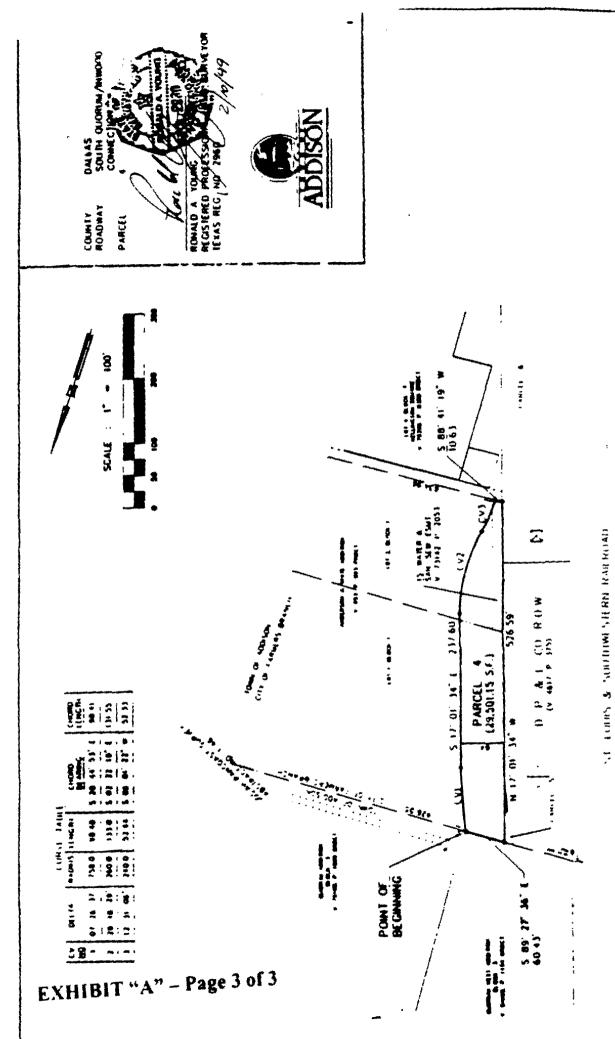
CAND SURVEYOR

EXHIBIT "A" - Page 2 of 3

RONALD A. YOUNG

REGISTERED PROFESSIONAL

TEXAS REG. NO. 2966



HIMEN AT RELATE

.

#### EXHIBIT "B"

### Exceptions

1. Recorded and validly existing public utility easements and restrictive covenants of record in the Real Property Records of Dallas County, Texas, including the following:

Restrictive covenants recorded in Volume 5582, Page 277, Deed Records of Dallas County, Texas. Certain documents recorded in the public records may have language restricting land ownership or use because of race, color, creed, national origin, religion, disabilities, handicap, sex, or familial status (called herein "Personal Restrictions"). Federal law prohibits enforcement of such personal restrictions. To the extent such Personal Restrictions are contained in any documents listed as an exception to this Special Warranty Deed, such Personal Restrictions or covenants are omitted from this exception.

- 2. Easement granted to the City of Addison and City of Farmers Branch by instrument dated July 10, 1973, executed by Stewart Company and recorded in Volume 73142, Page 20563, Deed Records of Dallas County, Texas.
- 3. Easement granted to the City of Dallas by instrument dated March 11, 1983, executed by Vantage Properties, Inc. and recorded in Volume 86128, Page 1555, Deed Records of Dallas County, Texas.

### SPECIAL WARRANTY DEED

CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantor"), for and in consideration of the sum of \$10.00 cash in hand paid by the Town of Addison, Texas ("Grantee"), whose address is 5300 Belt Line Road, Dallas, Texas 75240-7606, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, the real property situated in Dallas County, Texas and described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon and with all improvements located thereon or in anywise appertaining thereto and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way contiguous and adjacent to the to the centerline thereof. (Said real property, together with Grantor's interest in the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests related thereto, being hereinafter referred to as the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions and other matters set forth in <u>Exhibit "B"</u> attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

This conveyance is being made by Grantor and accepted by Grantee subject to taxes for the year 1999, payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject only to the exceptions set forth on the attached Exhibit "B", Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS (SPECIFICALLY MAKING NO WARRANTY OF COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990), INGRESS OR EGRESS, OPERATING HISTORY OR

PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (B) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (C) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR. BY ACCEPTANCE OF THIS DEED GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONTRACTORS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING. BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. BY ACCEPTANCE OF THIS DEED GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS CONVEYING AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS. COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON.

EXECUTED to be effective the <u>81</u> day of December, 2001.

#### GRANTOR:

CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP a Delaware limited partnership

By: Crescent Real Estate Equities, Ltd.,

General Partner

By: Daniel Smith
Name: Vice President and

Title: Corporate Counsel

#### **GRANTEE:**

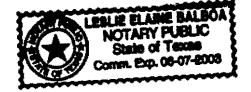
TOWN OF ADDISON TEXAS

Name: CITY MANAGED
Title: KON Whitehead

STATE OF TEXAS §
COUNTY OF Tayrant §

This instrument was acknowledged before me on December 28th, 2001 by Daniel E. Smith, Ver Lorporate Counsel of Crescent Real Estate Equities, Ltd., General Partner of Crescent Real Estate Equities Limited Partnership, a Delaware limited partnership on behalf of said partnership.

Notary Public, State of Texas

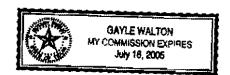


STATE OF TEXAS	ş
-	§
COUNTY OF DALLAS	§

This instrument was acknowledged before me on January 2, 2002.

Kon (Uhiteliem), City Manager of the Town of Addison, Texas a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



# EXHIBIT "A"

# LAND

See Attached Pages 2 and 3 to this Exhibit "A"

COUNTY :

DA IS

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL :

## PARCEL 4

BEING A 0.6773 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN JUSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF LOT 1 AND LOT 2, BLOCK 1 OF ANDERSON WHITE ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 3, PAGE 895, PLAT RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO CRESCENT REAL ESTATE EQUITIES UNITED PARTNERSHIP ACCORDING TO THE DEED RECORDED IN VOLUME 97092, PAGE 02797, OEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAS" CORNEP OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY TEXAS, SAID POINT LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF DEGREES 26 MINUTES 37 SECONDS, A RADIUS OF 758.0 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 44 MINUTES 53 SECONDS EAST AND A CHORD LENGTH OF 98.41 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 98.48 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 29 SECONDS. A RADIUS OF 260.0 FEET. A CHORD BEARING OF SOUTH 02 DEGREES 22 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 131.55 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 133.0 FEET TO A POINT FOR CORNER; SAID POINT BEING A POINT OF REVERSE CURVE AND LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 06 SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 01 MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 52.33 FEET,

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 52.44 FEET TO A POINT FOR CORNER LYING IN THE NORTH LINE OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID LOT 4, BLOCK 1 OF WELLINGTON SOUARE, SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 10.63 FEET TO A POINT FOR CORNER LYING IN THE NORTHEAST LINE OF A 100 FOOT D P. & L. CO. RIGHT-OF-WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, NORTH 17 DEGREES 01 MINUTES 34 SECONDS A DISTANCE OF 526.59 FEET (ALSO CALLED NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 526.67 FEET) TO A 1/2" IRON ROD LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3, QUORUM WEST ADDITION SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST) A DISTANCE OF 60 43 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,501.15 SQUARE FEET OR 0.6773 ACRES OF LAND.

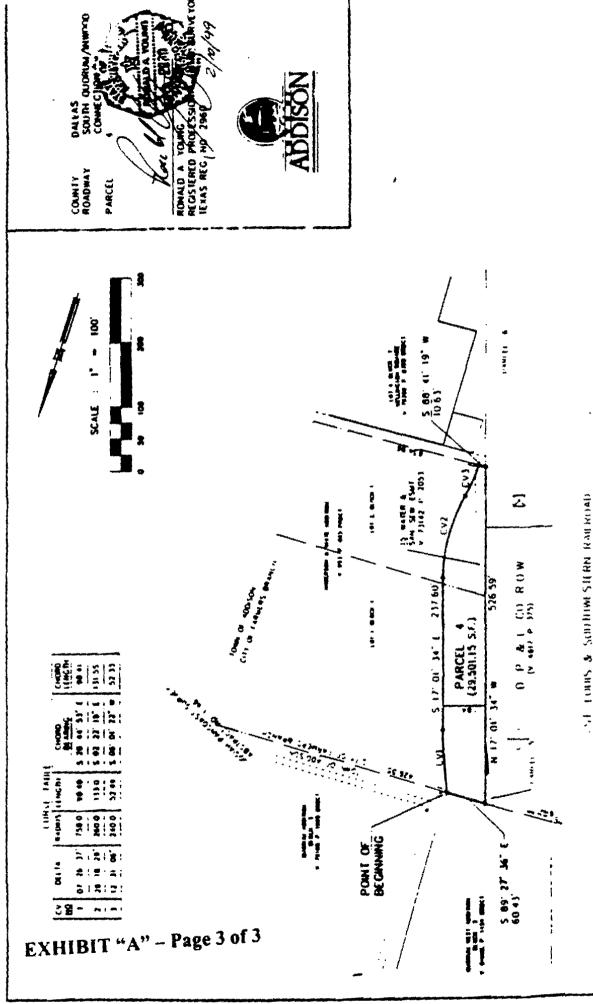
YOUNG

EXHIBIT "A" - Page 2 of 3

RONALD A. YOUNG

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 2966



HIWERTH REJAN

#### **EXHIBIT "B"**

### **Exceptions**

Recorded and validly existing public utility easements and restrictive covenants of record in the Real Property Records of Dallas County, Texas, including the following:

- 1. Restrictive covenants recorded in Volume 5582, Page 277, Deed Records of Dallas County, Texas. Certain documents recorded in the public records may have language restricting land ownership or use because of race, color, creed, national origin, religion, disabilities, handicap, sex, or familial status (called herein "Personal Restrictions"). Federal law prohibits enforcement of such personal restrictions. To the extent such Personal Restrictions are contained in any documents listed as an exception to this Special Warranty Deed, such Personal Restrictions or covenants are omitted from the exception.
- 2. Easement granted to the City of Addison and City of Farmers Branch by instrument dated July 10, 1973, executed by Stewart Company and recorded in Volume 73142, Page 2053, Deed Records of Dallas County, Texas.
- Easement granted to the City of Dallas by instrument dated March 11, 1983, executed by Vantage Properties, Inc. and recorded in Volume 86128, Page 1555, Deed Records of Dallas County, Texas.

# JOWLES & THOMPSOI.

A Professional Corporation





JUTIN M. TILL 214,672,2170 JHILL@COWLESTHOMPSON.COM

January 8, 2002

VIA FAX (972) 650-7105 AND REGULAR U.S. MAIL

Mr. John F. Boyle Boyle & Lowry 4201 Wingren, Suite 108 Irving, TX 75062

> Addison / Farmers Branch Agreement RE:

Dear John:

As I mentioned to you in a letter dated December 31, 2001, the Town of Addison has now received from Crescent Real Estate Equities Limited Partnership a Special Warranty Deed to a 0.6773 acre tract of land in connection with the construction of the extension of South Quorum. The Addison / Farmers Branch Agreement provides that Addison will convey this property to Farmers Branch in a form attached to the contract as Exhibit D. I have enclosed for your review, the form of Special Warranty Deed. I have also enclosed a copy of the Special Warranty Deed from Crescent to the Town of Addison.

If the Special Warranty Deed is acceptable, I will forward to you an original of the Deed for execution by the City of Farmers Branch.

Thanks for your help.

Very truly yours,

John M. Hill

JMH/yjr **Enclosures** 

Mr. Jim Pierce cc:

Mr. Kenneth Dippel

#### After Recording Return To:

STATE OF TEXAS §
COUNTY OF DALLAS §

John F. Boyle, Jr. Boyle & Lowry 4201 Wingren, Suite 108 Irving, TX 75062

#### SPECIAL WARRANTY DEED

DAIL:	January, 2002
GRANTOR:	Town of Addison, Texas 5300 Belt Line Road Addison, TX 75001 (Dallas County, Texas)
GRANTEE:	City of Farmers Branch, Texas
	(Dallas County, Texas)

#### CONSIDERATION:

Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

## PROPERTY (INCLUDING ANY IMPROVEMENTS):

See Exhibit "A" attached hereto and incorporated herein by reference.

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

See Exhibit "B" attached hereto and incorporated herein by reference.

Grantor, for the consideration described above and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

The Property hereby conveyed may be used only as a public right-of-way for the passage and free flow of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Once the public right-of-way improvements are constructed by Grantor pursuant to the temporary construction easement described above, Grantee agrees to maintain the improvements in good repair and order and to make no material change to the improvements, without the prior consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing restrictions and obligations run with the Property and are binding upon Grantee, its successors and assigns forever.

**EXECUTED** effective as of the day first written above.

TOWN OF ADDISON, TEXAS

Ву:		
Print Name:		
Print Title:		
CITY OF FAI	RMERS BRANCH, TEXAS	
Ву:		
Print Name:		
Print Title:		

STATE OF TEXAS §		
STATE OF TEXAS §  COUNTY OF DALLAS §		
Before Me, this instrum	ent was acknowledged on this _	day of, of the Town of Addison,
Texas, on behalf of such entity.	, the	of the Town of Addison,
My Commission Expires:	•	olic, State of Texas :
STATE OF TEXAS §  COUNTY OF DALLAS §		
COUNTY OF DALLAS §		
Before Me, this instrum	ent was acknowledged on this _	day of,
Branch, Texas, on behalf of suc	h entity.	of the City of Farmers
•		
Mu Commission Euripea		olic, State of Texas
My Commission Expires:	Finit Haine	

\*\*\*

1

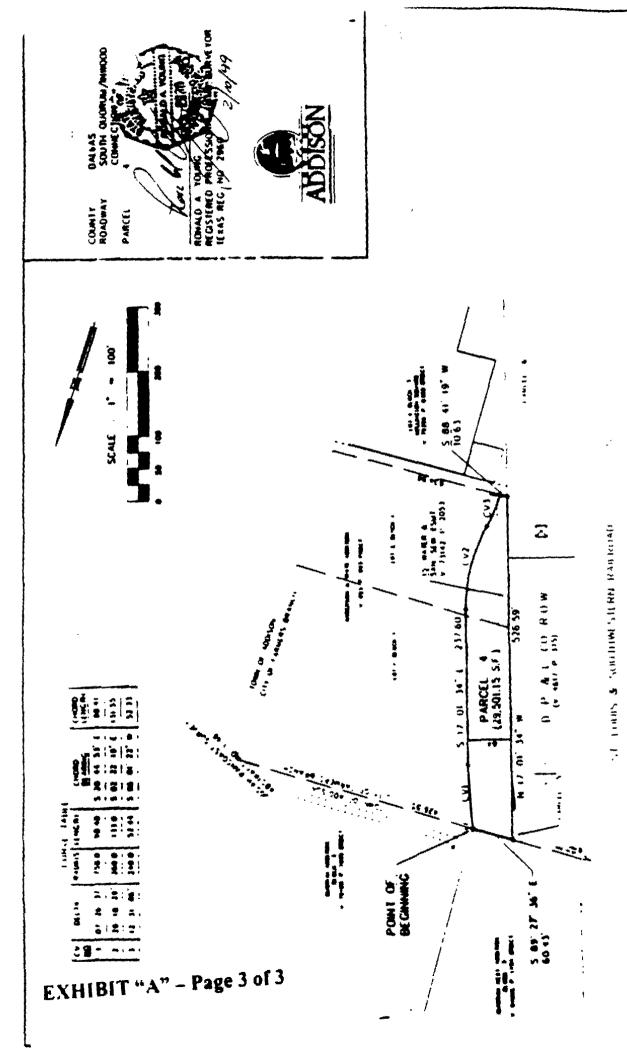
)

### EXHIBIT "A"

#### LAND

See Attached Pages 2 and 3 to this Exhibit "A"

i



HAN MEN STRAIN

#### EXHIBIT "B"

#### **Exceptions**

1. Recorded and validly existing public utility easements and restrictive covenants of record in the Real Property Records of Dallas County, Texas, including the following:

Restrictive covenants recorded in Volume 5582, Page 277, Deed Records of Dallas County, Texas. Certain documents recorded in the public records may have language restricting land ownership or use because of race, color, creed, national origin, religion, disabilities, handicap, sex, or familial status (called herein "Personal Restrictions"). Federal law prohibits enforcement of such personal restrictions. To the extent such Personal Restrictions are contained in any documents listed as an exception to this Special Warranty Deed, such Personal Restrictions or covenants are omitted from this exception.

- 2. Easement granted to the City of Addison and City of Farmers Branch by instrument dated July 10, 1973, executed by Stewart Company and recorded in Volume 73142, Page 20563, Deed Records of Dallas County, Texas.
- 3. Easement granted to the City of Dallas by instrument dated March 11, 1983, executed by Vantage Properties, Inc. and recorded in Volume 86128, Page 1555, Deed Records of Dallas County, Texas.

#### SPECIAL WARRANTY DEED

CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantor"), for and in consideration of the sum of \$10.00 cash in hand paid by the Town of Addison. Texas ("Grantee"), whose address is 5300 Belt Line Road, Dallas, Texas 75240-7606, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, the real property situated in Dallas County, Texas and described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon and with all improvements located thereon or in anywise appertaining thereto and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way contiguous and adjacent to the to the centerline thereof. (Said real property, together with Grantor's interest in the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests related thereto, being hereinafter referred to as the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions and other matters set forth in Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

This conveyance is being made by Grantor and accepted by Grantee subject to taxes for the year 1999, payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject only to the exceptions set forth on the attached Exhibit "B", Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS (SPECIFICALLY MAKING NO WARRANTY OF COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990), INGRESS OR EGRESS, OPERATING HISTORY OR

EXECUTED to be effective the 28th day of December, 2001.

#### GRANTOR:

**GRANTEE:** 

CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP a Delaware limited partnership

By: Crescent Real Estate Equities, Ltd.,

General Partner

By: Daniel Smith
Name: Vice President and
Title: Corporate Counsel

TOWN OF ADDISON, TEXAS

Name: CITY MANAGED

STATE OF TEXAS §
COUNTY OF Tayrant §

This instrument was acknowledged before me on December  $\frac{28\%}{2001}$ , 2001 by Daniel E. Smith, Vertorporate Coursel of Crescent Real Estate Equities, Ltd., General Partner of Crescent Real Estate Equities Limited Partnership, a Delaware limited partnership on behalf of said partnership.

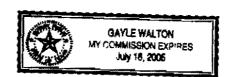
Notary Public, State of Texas



STATE OF TEXAS		§
		§
COUNTY OF DALLAS	٠,	§

This instrument was acknowledged before me on January 2, 2002, Kon (Uhitelien), City Manager of the Town of Addison, Texas a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



#### EXHIBIT "A"

#### LAND

See Attached Pages 2 and 3 to this Exhibit "A"

COUNTY :

DALL"

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL :

4

#### PARCEL 4

BEING A 0.6773 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN TO JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF LOT 1 AND LOT 2. BLOCK 1 OF ANDERSON & WHITE ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 3. PAGE 895, PLAT RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP ACCORDING TO THE DEED RECORDED IN VOLUME 97092, PAGE 02797, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7910D, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST COPNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY TEXAS SAID POINT LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF OF DEGREES 26 MINUTES 37 SECONDS, A RADIUS OF 758.0 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 44 MINUTES 53 SECONDS EAST AND A CHORD LENGTH OF 98.41 FEET:

'THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 98.48 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 29 SECONDS. A RADIUS OF 260.0 FEET, A CHORD BEARING OF SOUTH 02 DEGREES 22 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 131.55 FEET:

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 133.0 FEET TO A POINT FOR CORNER; SAID POINT BEING A POINT OF REVERSE CURVE AND LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 06 SECONDS, A RADIUS OF 240.0 FEET, A CHORC BEARING OF SOUTH 06 DEGREES 01 MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 52.33 FEET,

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF \$2.44 FEET TO A POINT FOR CORNER LYNG IN THE NORTH LINE OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCHDALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 035G, DEED RECORDS OF DALLAS COUNTY, TEXAS,

THENCE ALONG THE NORTH LINE OF SAID LOT 4. BLOCK 1 OF WELLINGTON SQUARE, SOUTH 88 DECREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 10.63 FEET TO A POINT FOR CORNER LYING IN THE NORTHEAST LINE OF A 100 FOOT D P & L CO. RIGHT-OF-WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617 PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS:

THENCE ALONG THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY NORTH 17 DEGREES 01 MINUTES 34 SECONDS A DISTANCE OF 526.59 FEET (ALSO CALLED NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 526.67 FEET) TO A 1/2" IRON ROO LYING IN THE SOUTH LINE OF BLOCK 3. QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3. OUDRUM WEST ADDITION SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST) A DISTANCE OF 60 43 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,501.15 SQUARE FEET OR 0.6773 ACRES OF LAND.

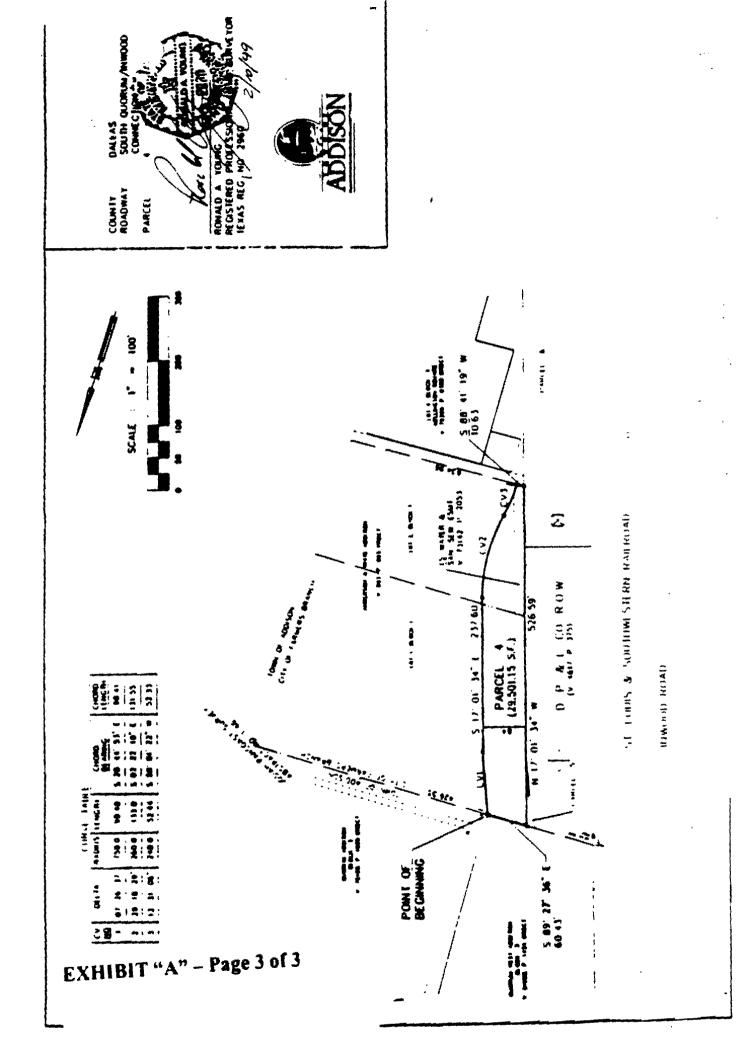
SURVEYOR

EXHIBIT "A" - Page 2 of 3

RONALD A. YOUNG

REGISTERED PROFESSIONAL CAND

TEXAS REG. NO. 2966



#### **EXHIBIT "B"**

#### **Exceptions**

Recorded and validly existing public utility easements and restrictive covenants of record in the Real Property Records of Dallas County, Texas, including the following:

- 1. Restrictive covenants recorded in Volume 5582, Page 277, Deed Records of Dallas County, Texas. Certain documents recorded in the public records may have language restricting land ownership or use because of race. color, creed, national origin, religion, disabilities, handicap, sex, or familial status (called herein "Personal Restrictions"). Federal law prohibits enforcement of such personal restrictions. To the extent such Personal Restriction are contained in any documents listed as an exception to this Special Warranty Deed, such Personal Restrictions or covenants are omitted from the exception.
- 2. Easement granted to the City of Addison and City of Farmers Branch by instrument dated July 10, 1973, executed by Stewart Company and recorded in Volume 73142, Page 2053, Deed Records of Dallas County, Texas.
- 3. Easement granted to the City of Dallas by instrument dated March 11, 1983, executed by Vantage Properties, Inc. and recorded in Volume 86128, Page 1555, Deed Records of Dallas County, Texas.

HP LaserJet 3100 Printer/Fax/Copier/Scanner

SEND CONFIRMATION REPORT for Town of Addison 9724502834 8:58AM Apr-10-00

Job	Start	Time	Usage	Phone Number or ID	Туре	Pages	Mode	Status
309	4/10	8:57AM	0'32"	Cowles & Thompson	Send	2/ 2	EC144	Completed
**************************************		Total	0'32"	Pages Sent: 2 F	ages Printed	d: 0	***************************************	

TOWN OF ADDISON **PUBLIC WORKS** From: Jim Pierce, P.E. Assistant City Engineer Phone: 972/450-2879 FAX: 972/450-2834 FAX #: 214-672-2020 jpierce@claddison.tr.us 5-10-00 16801 Westgrove P.O.Box 9010 Date:\_\_\_\_ # of pages (including cover): 2 Addison, TX 75001-9010 Rei Inwood D FYI Original in mail C Per your request Call me Commente:

COUNTY :

DALL

ROADWAY :

SOU ).. QUORUM/INWOOD CONNECTION

PARCEL :

**A** 

#### PARCEL 4

BEING A 0.6773 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF LOT 1 AND LOT 2. BLOCK 1 OF ANDERSON WHITE ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 3. PAGE 895, PLAT RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP ACCORDING TO THE DEED RECORDED IN VOLUME 97092, PAGE 02797, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING A" A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY TEXAS SAID POINT LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT MAYING A CENTRAL ANGLE OF QUICK TO THE RIGHT MAYING A CENTRAL ANGLE OF DEGREES 26 MINUTES 37 SECONDS, A RADIUS OF 758.0 FEET, A CHORD BEARING OF SOUTH ZC DEGREES 44 MINUTES 53 SECONDS EAST AND A CHORD LENGTH OF 98.41 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 98.48 FEET TO A POINT FOR CORNER.

THENCE SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 29 SECONDS, A RADIUS OF 260.0 FEET, A CHORD BEARING OF SOUTH 02 DEGREES 22 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 131.55 FEET:

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 133.0 FEET TO A POINT FOR CORNER! SAID POINT BEING A POINT OF REVERSE CURVE AND LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES OF SECONDS, A RADIUS OF 240.0 FEET, A CHORC BEARING OF SOUTH OF DEGREES OF MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 52.33 FEET.

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 52,44 FEET TO A POINT FOR CORNER WAS A THE NORTH LINE OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCHDALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS,

THENCE ALONG THE NORTH LINE OF SAID LOT 4, BLOCK 1 OF WELLINGTON SQUARE, SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 10.63 FEET TO A POINT FOR CORNER LYING IN THE NORTHEAST LINE OF A 100 FOOT D. P. & L. CO. RIGHT-OF-WAY ACCORDING TO THE DEED RECORDED IN VOLUME 461" PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS,

THENCE ALONG THE MORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY NORTH 17 DEGREES 01 MINUTES 34 SECONDS A DISTANCE OF 528.59 FEET (ALSD CALLED NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 526.67 FEET) TO A 1/2° IRON ROD LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED:

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3, OUDRUM WEST ADDITION SOUTH 89 DEGREES 27 WIND TES 36 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 28 MINUTES OD SECONDS EAST) A DISTANCE OF 60 43 TEET TO THE POINT OF SECONDS AND CONTAINING APPROXIMATELY 29,501.15 SOUARE FEET OR 0 6773 ACRES OF LAND.

EXHIBIT "A" - Page 2 of 3

ONALD A. YOUNG

EGISTERED PROFESSIONAL

XAS REG. NO. 2966

CAND SURVEYOR



April 4, 2000

Mr. James C. Pierce, Jr., P.E. Town of Addison Public Works Department P.O. Box 9010 Addison, Texas 75001-9010

Re: Inwood/S. Quorum Access, Phase I, Landmark Extension

Dear Mr. Pierce:

The plans received for the above-referenced project, dated March 24, 2000, have been approved. The City's Engineering Department requires a 48-hour notice prior to beginning of construction.

If you need anything further, please contact me at 972-919-2588.

Sincerely,

Jerome V. Murawski, Jr., P.E.

City Engineer

JVM/nm

cc: Gary Oshel, P.E., Assistant City Engineer

**Engineering Inspector** 



ADDĪSON			ATTENT	4-4-0c	) JOB NO.	***************************************
Public Works / Engir 6801 Westgrove • P.O. I ddison, Texas 75001 elephone: (214) 450-287	3ox 144	14) 931-6643	RE;	Inwood/. Phase I,	5. Quorum Landmark	1 Access - Extensión
Carmen Town H	More	en				
MENTLEMAN: WE ARE SENDIN  ☐ Shop Drawings ☐ Copy of letter	IG YOU	☐ Attached ☐ Prints ☐ Change order	□ Plans	parate cover via □ Samples	□ Specification	
COPIES DATE	NO.			DESCRIPTION	TO A DESCRIPTION OF THE PROPERTY OF THE PROPER	
		Original Sig	ned Co	py of In	rterlocal,	Agreement
		between	Farme	rd Branch	& Addi	Son_
		re above	reform	read proje	ect.	
			**************************************		***************************************	
					***************************************	
			***************************************	ddd hidd	****	
	MITTED	as checked below:	**) *		t	
☐ For approval		☐ Approved as subm			copies for	
<ul><li>☐ For your use</li><li>☐ As requested</li></ul>		<ul><li>☐ Approved as noted</li><li>☐ Returned for correct</li></ul>			copies for corrected p	
☐ As requested ☐ For review and or	amment		Stituto		oonedied t	nines
		· · · · · · · · · · · · · · · · · · ·			URNED AFTER LO	DAN TO US
EMARKS	r yor	u file				
				-		
ору то						

LETTER OF TRANSMITTAL

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



#### PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

March 28, 2000

Mr. Jerry Murawski, P.E. City Engineer P.O. Box 819010 Farmers Branch, TX 75381-9010

Re: Inwood/S. Quorum Access, Phase I, Landmark Extension

Dear Mr. Murawski:

Please find enclosed one revised copy of Sheets 12, 13, 15, and 17 of the Landmark Extension contract drawings in response to your comments dated March 8, 2000.

The drawings address all of your comments except the low spot behind the curb at the northeast corner of Landmark Boulevard and Ewing Drive. We have some excess excavation material from the project that will be used to fill that area to eliminate the low spot.

I trust the plans will now meet with your approval. We will recommend our council award a contract for construction at their meeting tonight. I would like to have your approval in writing as soon as possible, as we cannot proceed without same.

Thanks for your cooperation in this matter. Please call me at 972-450-2879 if I can be of further assistance.

Very truly yours,

Town of Addison

James C. Pierce, Jr., P.E.

Assistant City Engineer

cc: Chris Terry, Assistant City Manager

Michael E. Murphy, P.E., Acting Director of Public Works



City of Farmers Branch 13000 William Dodson Parkway Farmers Branch, Texas 75234 Phone 214/247-3131

## TRANSMITTAL FORM

			214/247-3131	•	SUBJECT:	3/24	100		
<b>-</b> 1101	Menilo	\ <b>.</b>			Inte	rlocal	Agre	ement	
ENGI	NEERING	DEPAR	<b>IMENT</b>						
To: _	Alyss	sa Herr	nandez - Publica						
_	Town of	Addisor	1 - Publice	<u> Works</u>	Council Ap	proved Date:			
_	901	30X 90	10						
_	Addiso	n TX	1500/	<del></del>					
We are	sending you the f	ollowing items as	Attached	under separat	e Cover via	·			:
	Plans/Prints		Copy of Letter			Specifications			
	Change Orde	or ¶	Agreement (	ON4)		Contracts			
	Resolution		Ordinance			Other			
COPIES	DATE	I			DESCRIPT	ION			
2/ 2/	<b></b>	1	ents blum.				- Book		
	3/20	Hyreene	MIS OTWILL.	HUUSO	M P	ravmer	VS DIAN	(CC	
				<del></del> -					
	THESE ARE TRA	ANSMITTED AS	CHECKED BELOW:						
	As Requested	1		For Your Infor	mation				
	For Review ar	nd Comment		For Approval					
	Returned for (	Corrections	abla	For Signature	OF	CITY ATTO	MKEY.		
	For Your Files	•		Please Hetum			Executed Copy	,	
	٦٥٦		(u*).	/			Original		
Remark	(S:	ce exe	cutell,	pleas	e n				
SO	nd b	ack:	two or	Sinal	<u>rst</u> 2	r our	VICON	ds.	
			'				F	7	
			<u>.</u>				/ hanh	(1)	
			,-	• •				alie_	<u> </u>
							4120	119258	1

# STATE OF TEXAS § COUNTY OF DALLAS §

#### **AGREEMENT**

This Agreement (the "Agreement") is made this the 20th day of 1000, by and between the City of Farmers Branch, Texas, a home-rule municipal corporation located in Dallas County, Texas ("Farmers Branch"), and the Town of Addison, Texas, a home-rule municipal corporation located in Dallas County, Texas ("Addison").

WHEREAS, Addison, as set forth in its Thoroughfare Plan, desires to extend Landmark Boulevard as set forth generally on the Site Plan (herein so called) that is attached as <u>Exhibit</u> "A";

WHEREAS, the proposed extension of Landmark Boulevard includes land within the city limits of Farmers Branch, which land is described in <u>Exhibits "B" and "C"</u> attached hereto and incorporated herein (such tracts of land are hereinafter sometimes referred to as the "Right-of-Way");

WHEREAS, the extension of Landmark Boulevard is required to adequately and safely accommodate the increased traffic volume in the vicinity and the expansion of Landmark Boulevard will result in great and lasting benefit to the people of Addison and Farmers Branch;

WHEREAS, Addison has entered into contracts to acquire fee simple title to that portion of the Right-of-Way described in <u>Exhibit "B"</u> and will thereafter, as set forth herein, convey to Farmers Branch fee simple title to that land; and

WHEREAS, Addison has entered into contracts to obtain an easement for right-of-way purposes, in, over and through that portion of the Right-of-Way described in Exhibits "C" attached hereto, which contract provides that the said easement is to be conveyed jointly to Addison and Farmers Branch by the landowner;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, Farmers Branch and Addison hereby agree as follows:

#### TERMS OF AGREEMENT

- 1.1 <u>Incorporation of Premises.</u> The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.
- 1.2 <u>Fee Simple Title.</u> Upon its acquisition of the fee simple title to the land described in <u>Exhibit "B"</u>, Addison agrees, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to GRANT, SELL AND CONVEY to Farmers Branch and Farmers Branch agrees to accept the said land. The conveyance shall be by instrument, in the form attached hereto as <u>Exhibit "D"</u> (and subject to the same exceptions to title contained in the instrument conveying title to the land to Addison) and shall occur promptly following the completion of the improvements described in Section 1.4 by

Addison and the acceptance thereof by Farmers Branch. The land described in <u>Exhibit "B"</u> shall be burdened by such restrictive covenants as set forth in <u>Exhibit "D"</u>, restricting the use of the property to only such uses which are necessary for the activities described in this Agreement including, but not limited to, construction, maintenance, repair and free flow of traffic of Landmark Boulevard. The restrictive covenants set forth in <u>Exhibit "D"</u> shall be binding on all parties, their successors and assigns, and shall run with the land.

- 1.3 Easement. In accordance with its contracts to acquire that portion of the Right-of-Way described in Exhibit "C", Addison shall cause the owners of the land described in Exhibit "C" to grant an easement in such land jointly to Addison and Farmers Branch (to the extent such contracts provide for such joint conveyance) for the purpose of constructing, operating, repairing, reconstructing and perpetually maintaining public right-of-way, sidewalks, streets, utilities and drainage in, over, through, and under the described land. Upon the execution of the easement to Farmers Branch, Farmers Branch agrees to accept the easement. In the event an easement conveyed to Addison is not jointly conveyed to Farmers Branch, Addison shall convey such easement (subject to the same exceptions to the conveyance contained in the instrument conveying the easement in the land to Addison) to Farmers Branch promptly following the completion of the improvements described in Section 1.4 by Addison and the acceptance thereof by Farmers Branch.
- 1.4 **Road Construction.** Addison will cause the street improvements, sidewalks, street signs, traffic control devices, lights, landscaping and drainage in the Right-of-Way to be constructed as soon as practicable), but in any event no later than December 31, 2001. All construction shall be done pursuant to plans, drawings and specifications approved in advance by Farmers Branch. Farmers Branch shall inspect said improvements during construction.
- Right-of-Way Obligations. Following the construction of said improvements within the Right-of-Way as set forth in Paragraph 1.4, acceptance by Farmers Branch of fee simple title to the land described in Exhibit "B" as set forth in Paragraph 1.2, and acceptance by Farmers Branch of the street easement of land described in Exhibit "C" as set forth in Paragraph 1.3, and acceptance of said improvements by Farmers Branch, Farmers Branch shall maintain, replace, and repair as may be necessary the street pavement, sidewalks, street signs, traffic control devices, lights, and drainage. Farmers Branch shall also provide law enforcement, fire and emergency medical services to those properties located within Farmers Branch adjacent to the Right-of-Way. Addison and Farmers Branch agree that Addison shall maintain the landscaping within the Right-of-Way and that Addison shall have access to the Right-of-Way for that purpose.

#### REPRESENTATIONS AND WARRANTIES

- 2.1 <u>Representations and Warranties of Addison.</u> Addison represents and warrants to Farmers Branch as follows:
- a. <u>Organization</u>. Addison is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.

- b. <u>Power and Authority.</u> Addison has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Addison. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the Charter of Addison, or any provision of any agreement or instrument to which Addison is a party or by which Addison is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Addison.
- c. <u>Binding Obligation</u>. This Agreement has been duly executed and delivered on behalf of Addison. This Agreement constitutes a legal, valid, and binding obligation of Addison.
- 2.2 <u>Representations and Warranties of Farmers Branch</u> Farmers Branch represents and warrants to Addison as follows:
- a. <u>Organization</u>. Farmers Branch is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.
- b. <u>Power and Authority</u>. Farmers Branch has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Farmers Branch. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the Charter of Farmers Branch, or any provision of any agreement or instrument to which Farmers Branch is a party or by which Farmers Branch is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Farmers Branch.
- c. <u>Binding Obligation</u>. This Agreement has been duly executed and delivered on behalf of the Farmers Branch. This Agreement constitutes a legal, valid, and binding obligation of Farmers Branch.

#### MISCELLANEOUS PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties hereto. This Agreement may not be assigned without the prior written consent of the other party.
- 3.2. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.
- .3.3 No amendment, modification, or alteration of the terms hereof shall be binding unless it shall be in writing, dated subsequent to the date hereof and duly executed by the parties.
- 3.4 This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 3.5 If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 3.6 The obligations and undertakings of each of the parties of this Agreement are and shall be performable in Dallas County, Texas.
  - 3.7 Time is of the essence in this Agreement.
- 3.8 Each party hereto warrants that it has received authority from its governing body to enter into this Agreement.
- 3.9 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.
- 3.10 Neither Addison nor Farmers Branch may exercise their powers of eminent domain to take title to any of the Right-of-Way subject to this Agreement without the consent of the other. Neither Addison nor Farmers Branch shall do any action or cause to be done any action that will interfere with the others compliance of this Agreement.
- 3.11 Farmers Branch and Addison shall be entitled to record a memorandum of this Agreement in the Real Property Records of Dallas County, Texas. Addison and Farmers Branch agree to execute and record a release of such memorandum in the event the Closing does not occur as provided above.
- 3.12 All notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated in this Section:

To Addison:

To Farmers Branch:

P. O. Box 9010 Addison, Texas 75001 P.O. Box 819010 Farmers Branch, Texas 75381-9010

Attn: City Manager Attn: City Manager

Notice shall be deemed to have been given (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box in the State to which the notice is addressed or ninety-six (96) hours after the deposit in any such post office box in other than the state to which the notice is addressed, postage paid, addressed as set forth above. The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

#### TERMINATION

- 4.1 In the event construction of the street improvements in the Right-of-Way is not completed by December 31, 2001, Farmers Branch shall have the right to terminate this Agreement upon thirty (30) days written notice; provided, however, that if the substantial completion of the construction is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities serving the areas adjacent to the Right-of Way; fire or other casualty; condemnation proceedings; or any like or similar circumstances which are reasonably beyond the control of Addison, Addison shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal to the period Addison was delayed.
- 4.2 This Agreement shall terminate upon the express write agreement of both Addison and Farmers Branch or upon the happening described in Section 4.5.
- 4.3 Addison may terminate this Agreement if, after reasonable diligence, it is unable to obtain the necessary land described in Exhibits "B" and "C" to extend Landmark Boulevard as described in Exhibit "A" or the expansion of Landmark Boulevard becomes unnecessary or unfeasible.

EXECUTED on the date first above written.

CITY OF FARMERS BRANCH, TEXAS

TOWN OF ADDISON, TEXAS

ATTEST:

ATTEST:

City Secretary

Čitv Manager

City Secretors

City Manager

Approved as to form:

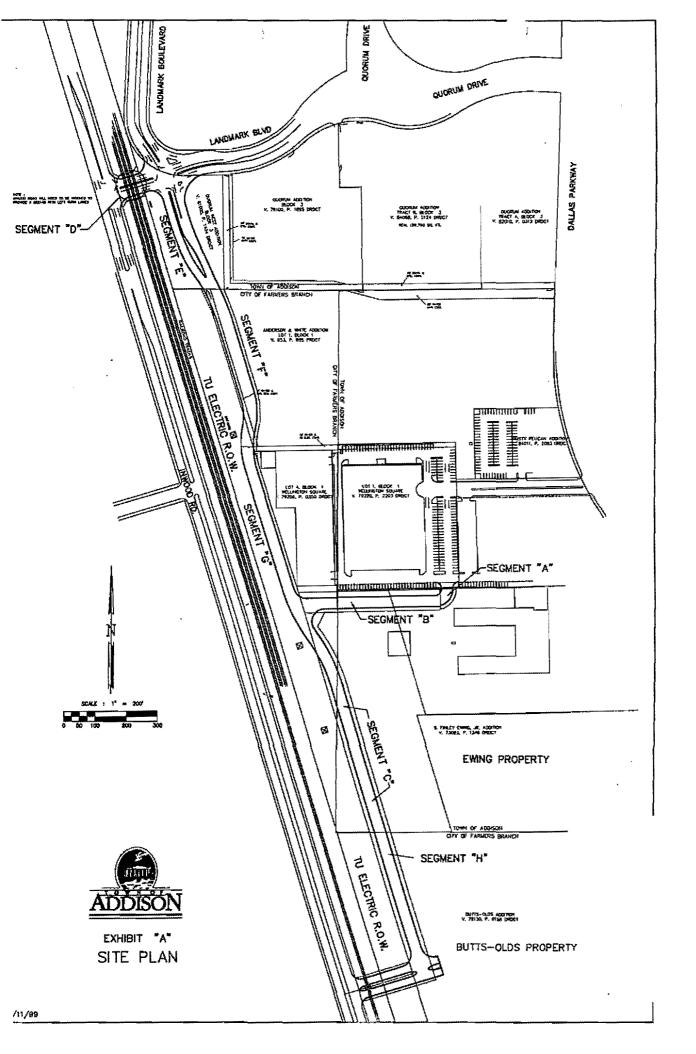
By:

City Attorney for Farmers Branch

Approved as to form:

By:

City Attorney for Town of Addison



## EXHIBIT B

to Agreement
between City of Farmers Branch
and Town of Addison

COUNTY :

DALLAS

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL :

R

#### PARCEL 8

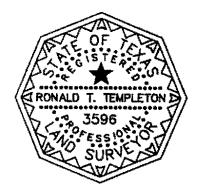
BEING A 0.0057 ACRE TRACT SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF THE WELLINGTON SQUARE ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, BLOCK 1 OF SAID WELLINGTON SQUARE ADDITION, THENCE NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF LOT 4 A DISTANCE OF 10.63 FEET TO A POINT FOR A CORNER, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16 DEGREES 47 MINUTES 24 SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH 08 DEGREES 37 MINUTES 18 SECONDS EAST, AND A CHORD LENGTH OF 70.08 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 70.33 FEET TO A POINT IN THE WEST LINE OF SAID LOT 4 FOR A CORNER;

THENCE NORTH 17 DEGREES 01 MINUTE 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 72.20 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 249.27 SQUARE FEET OR 0.0057 ACRE OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, PART OF THE WELLINGTON SQUARE ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.



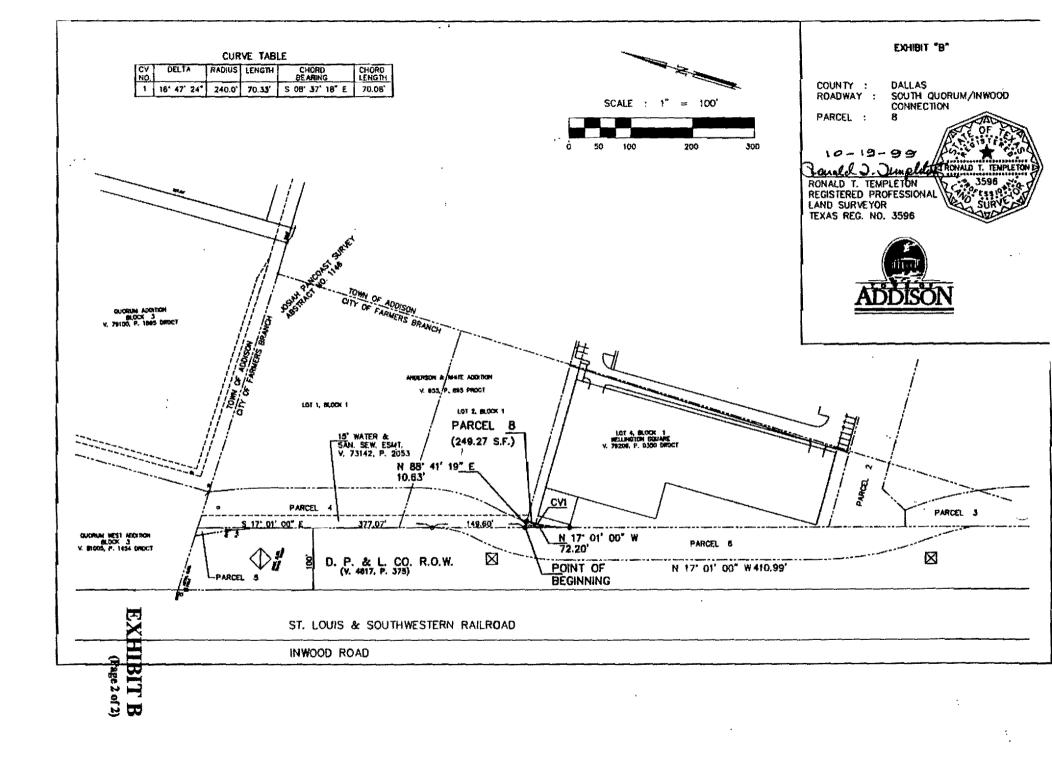
RONALD T. TEMPLETON 10-19-9

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 3596

**EXHIBIT B** 

(Page 1 of 2)



COUNTY

DALLAS

ROADWAY

SOUTH QUORUM/INWOOD CONNECTION

PARCEL :

4

#### PARCEL 4

BEING A 0.6773 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF LOT 1 AND LOT 2, BLOCK 1 OF ANDERSON WHITE ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 953, PAGE 895, PLAT RECORDS OF DALLAS COUNTY. TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP ACCORDING TO THE DEED RECORDED IN VOLUME 97092, PAGE 02797, DEED RECORDS OF DALLAS COUNTY. TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS, SAID POINT LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF DEGREES 26 MINUTES 37 SECONDS, A RADIUS OF 758.0 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 44 MINUTES 53 SECONDS EAST AND A CHORD LENGTH OF 98.41 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 98.48 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 29 SECONDS, A RADIUS OF 260.0 FEET, A CHORD BEARING OF SOUTH 02 DEGREES 22 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 131.55 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 133.0 FEET TO A POINT FOR CORNER. SAID POINT BEING A POINT OF REVERSE CURVE AND LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 06 SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 01 MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 52.33 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 52.44 FEET TO A POINT FOR CORNER LYING IN THE NORTH LINE OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS:

THENCE ALONG THE NORTH LINE OF SAID LOT 4, BLOCK 1 OF WELLINGTON SQUARE, SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 10.63 FEET TO A POINT FOR CORNER LYING IN THE NORTHEAST LINE OF A 100 FOOT D. P. & L. CO. RIGHT-OF-WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY. TEXAS:

THENCE ALONG THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, NORTH 17 DEGREES 01 MINUTES 34 SECONDS A DISTANCE OF 526.59 FEET (ALSO CALLED NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 526.67 FEET) TO A 1/2" IRON ROD LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3, QUORUM WEST ADDITION SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST) A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,501.15 SQUARE FEET OR 0.6773 ACRES OF LAND.

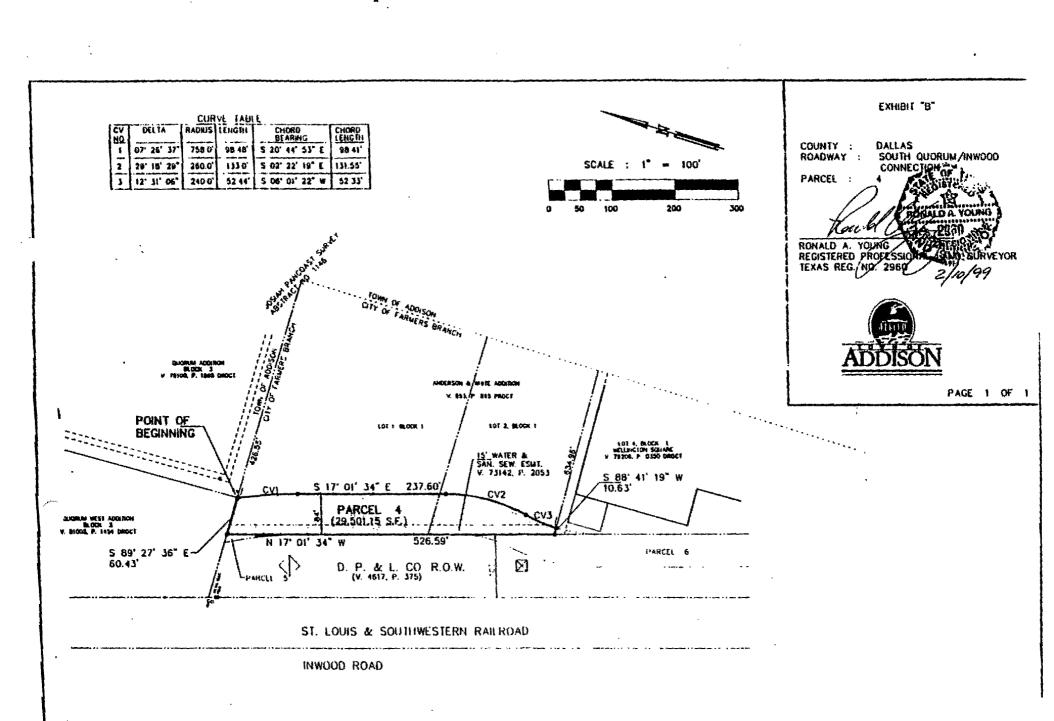
RONALD A YOUNG &

RONALD A. YOUNG

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 2960

PAGE 1 OF 1



## EXHIBIT C

to Agreement
between City of Farmers Branch
and Town of Addison

#### EXHIBIT "C"

COUNTY:

DALLAS

ROADWAY

SOUTH QUORUM/INWOOD CONNECTION

#### TRACT 1

BEING A 0.9845 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES OO SECONDS WEST A DISTANCE OF 60.43 FEET TO A POINT FOR A CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF A 100-FOOT D.P.&L. CO. RIGHT OF WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE SOUTH 17 DEGREES OF MINUTES OF SECONDS EAST A DISTANCE OF 377.07 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D.P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 640.54 FEET TO A POINT FOR A CORNER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 123.65 FEET TO A POINT FOR A CORNER:

THENCE SOUTH OO DEGREES 08 MINUTES 56 SECONDS WEST A DISTANCE OF 67.03 FEET TO A POINT FOR A CORNER;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE A PERPENDICULAR DISTANCE OF 67.0 FEET FROM THE SOUTH LINE OF LOT 4, BLOCK 1 OF SAID WELLINGTON SQUARE SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 102.83 FEET TO A POINT FOR A CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF SAID 100-FOOT D.P.&L. CO. RIGHT OF WAY;

THENCE ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D.P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 162.70 FEET TO A POINT FOR A CORNER, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 23 SECONDS, A RADIUS OF 494.0 FEET, A CHORD BEARING OF NORTH 32 DEGREES 09 MINUTES 13 SECONDS WEST AND A CHORD LENGTH OF 82.87 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 82.97 FEET TO A POINT FOR REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 54 SECONDS, A RADIUS OF 506.0 FEET, A CHORD BEARING OF NORTH 26 DEGREES 59 MINUTES 27 SECONDS WEST AND A CHORD LENGTH OF 175.28 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 176.17 FEET TO A POINT FOR CORNER:

THENCE NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 410.99 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27 DEGREES 54 MINUTES 28 SECONDS, A RADIUS OF 292.0 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 46 SECONDS WEST AND A CHORD LENGTH OF 140.83 FEET:

#### EXHIBIT "C"

COUNTY:

DALLAS

ROADWAY

SOUTH QUORUM/INWOOD CONNECTION

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 142.23 FEET TO A POINT OF REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 53 MINUTES 11 SECONDS, A RADIUS OF 155.13 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 07 SECONDS WEST AND A CHORD LENGTH OF 74.76 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 75.50 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 42,885.59 SQUARE FEET OR 0.9845 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

#### TRACT 2

BEING A 0.0130 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES OF SECONDS WEST A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF A 100-FOOT D.P.&L. CO. RIGHT OF WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHEAST LINE OF THE SAID 100-FOOT D.P.&L. CO. RIGHT OF WAY SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST) A DISTANCE OF 130.77 FEET TO A POINT, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 12 MINUTES 50 SECONDS, A RADIUS OF 694.0 FEET, A CHORD BEARING OF NORTH 22 DEGREES 37 MINUTES 25 SECONDS WEST AND A CHORD LENGTH OF 135.61 FEET:

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 135.83 FEET TO A POINT FOR CORNER LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST) A DISTANCE OF 13.90 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 566.03 SQUARE FEET OR 0.0130 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.



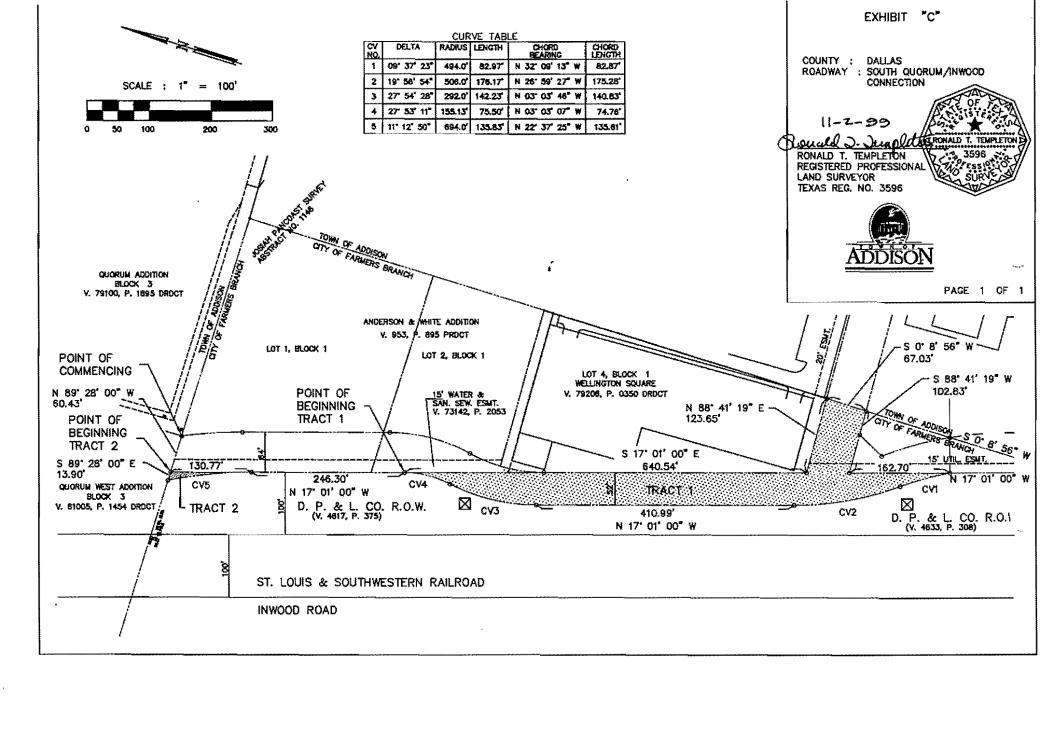
11- マーララ

bourded D. Dempleton RONALD T. TEMPLETON

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 3596

PAGE 2 OF 2



#### **EXHIBIT "D"**

				After Recording Return 10:
STATE OF T	TEXAS	§		
COUNTY O	F DALLAS	§ §		
		SPECIA	L WARRANTY DEE	D
DATE:				
GRANTOR:	Town of Add 5300 Belt Li Addison, TX (Dallas Cour	ne Road 75001		
GRANTEE:	City of Farm	ers Branch, T	exas	
	(Dallas Cour	nty, Texas)		

#### CONSIDERATION:

Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

#### PROPERTY (INCLUDING ANY IMPROVEMENTS):

See Exhibit "A" attached hereto and incorporated herein by reference.

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

See Exhibit "B" attached hereto and incorporated herein by reference.

Grantor, for the consideration described above and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

The Property hereby conveyed may be used only as a public right-of-way for the passage and free flow of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Once the public right-of-way improvements are constructed by Grantor pursuant to the temporary construction easement described above, Grantee agrees to maintain the improvements in good repair and order and to make no material change to the improvements, without the prior consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing restrictions and obligations run with the Property and are binding upon Grantee, its successors and assigns forever.

**EXECUTED** effective as of the day first written above.

TOWN OF ADDISON, TEXAS

By:
Print Name:
Print Title:
CITY OF FARMERS BRANCH, TEXAS
By:
Print Name:
Print Title:

8			
§			
ument was a	cknowledge	ed on this	_ day of
ty.	, me		of the fown of Addison
		-	
	1	Tillt liamo	
§ 8			
§			
ument was a	cknowledge	d on this	_ day of of the City of Farmers
such entity.			
	 `h	Jotony Dublic	State of Tayon
			Giale of Texas
	ty.	system was acknowledge ty.  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	with the

### **PARSONS**

Barton-Aschman Associates, Inc. • A Unit of Parsons Transportation Group, Inc. • 2630 West Freeway • Suite 132 • Fort Worth • Texas • 76102 USA• (817) 877-5803 • (817) 877-3214 fax

March 24, 2000

Mr. James C. Pierce, Jr., P.E. Town of Addison 16801 Westgrove Road Addison, Texas 75001

Subject:

Inwood / South Quorum Access - Phase I

Farmers Branch Comments

Dear Jim.

Enclosed for your use are three copies of sheets 12, 13, 15, and 17 of the Landmark Extension contract drawings. These drawings have been revised in response to comments from the City of Farmers Branch.

In response to the remaining comment, there does appear to be a low spot behind the curb where Landmark turns into Ewing. This is a result of the Wellington site being filled and a small side slope toward the electrical right of way. We do not believe it is practical to lower the grades in the intersection because of the hydraulic grade line of the storm drains. During construction, the grade can be brought to match the back of the sidewalk, either by the Town's contractor or by Wellington's forces.

We have been in contact with Joe Thompson of MCI WorldCom to give him existing and proposed grades at the box. He informs me that they will lower the box. When the roadway contractor is ready to work in the area, they should contact Mr. Thompson at (972) 824-8902 to have his crews lower the box. He asked that they give him at least one day advance notice.

In addition, we have also contacted DalTech to add the easement for the pad-mounted transformer to their scope of work.

If you have further questions, I would be happy to discuss them.

Very truly yours,

PARSONS TRANSPORTATION GROUP, INC.

Phillip G. Weston, P.E.

Project Manager

**Enclosures** 

s:\projects\city addison\643314\add 0324.doc





STATE OF TEXAS

COUNTY OF DALLAS

#### **AGREEMENT**

This Agreement (the "Agreement") is made this the <u>Joy</u> day of <u>March</u>, 2000, by and between the City of Farmers Branch, Texas, a home-rule municipal corporation located in Dallas County, Texas ("Farmers Branch"), and the Town of Addison, Texas, a home-rule municipal corporation located in Dallas County, Texas ("Addison").

WHEREAS, Addison, as set forth in its Thoroughfare Plan, desires to extend Landmark Boulevard as set forth generally on the Site Plan (herein so called) that is attached as <u>Exhibit</u> "A";

WHEREAS, the proposed extension of Landmark Boulevard includes land within the city limits of Farmers Branch, which land is described in <u>Exhibits "B" and "C"</u> attached hereto and incorporated herein (such tracts of land are hereinafter sometimes referred to as the "Right-of-Way");

WHEREAS, the extension of Landmark Boulevard is required to adequately and safely accommodate the increased traffic volume in the vicinity and the expansion of Landmark Boulevard will result in great and lasting benefit to the people of Addison and Farmers Branch;

WHEREAS, Addison has entered into contracts to acquire fee simple title to that portion of the Right-of-Way described in <u>Exhibit "B"</u> and will thereafter, as set forth herein, convey to Farmers Branch fee simple title to that land; and

WHEREAS, Addison has entered into contracts to obtain an easement for right-of-way purposes, in, over and through that portion of the Right-of-Way described in <u>Exhibits "C"</u> attached hereto, which contract provides that the said easement is to be conveyed jointly to Addison and Farmers Branch by the landowner:

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, Farmers Branch and Addison hereby agree as follows:

#### TERMS OF AGREEMENT

- 1.1 <u>Incorporation of Premises.</u> The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.
  - 1.2 <u>Fee Simple Title.</u> Upon its acquisition of the fee simple title to the land described in <u>Exhibit "B"</u>, Addison agrees, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to GRANT, SELL AND CONVEY to Farmers Branch and Farmers Branch agrees to accept the said land. The conveyance shall be by instrument, in the form attached hereto as <u>Exhibit "D"</u> (and subject to the same exceptions to title contained in the instrument conveying title to the land to Addison) and shall occur promptly following the completion of the improvements described in Section 1.4 by

Addison and the acceptance thereof by Farmers Branch. The land described in <u>Exhibit "B"</u> shall be burdened by such restrictive covenants as set forth in <u>Exhibit "D"</u>, restricting the use of the property to only such uses which are necessary for the activities described in this Agreement including, but not limited to, construction, maintenance, repair and free flow of traffic of Landmark Boulevard. The restrictive covenants set forth in <u>Exhibit "D"</u> shall be binding on all parties, their successors and assigns, and shall run with the land.

- 1.3 <u>Easement</u>. In accordance with its contracts to acquire that portion of the Right-of-Way described in <u>Exhibit</u> "C", Addison shall cause the owners of the land described in <u>Exhibit</u> "C" to grant an easement in such land jointly to Addison and Farmers Branch (to the extent such contracts provide for such joint conveyance) for the purpose of constructing, operating, repairing, reconstructing and perpetually maintaining public right-of-way, sidewalks, streets, utilities and drainage in, over, through, and under the described land. Upon the execution of the easement to Farmers Branch, Farmers Branch agrees to accept the easement. In the event an easement conveyed to Addison is not jointly conveyed to Farmers Branch, Addison shall convey such easement (subject to the same exceptions to the conveyance contained in the instrument conveying the easement in the land to Addison) to Farmers Branch promptly following the completion of the improvements described in Section 1.4 by Addison and the acceptance thereof by Farmers Branch.
- 1.4 <u>Road Construction.</u> Addison will cause the street improvements, sidewalks, street signs, traffic control devices, lights, landscaping and drainage in the Right-of-Way to be constructed as soon as practicable), but in any event no later than December 31, 2001. All construction shall be done pursuant to plans, drawings and specifications approved in advance by Farmers Branch. Farmers Branch shall inspect said improvements during construction.
- 1.5 Right-of-Way Obligations. Following the construction of said improvements within the Right-of-Way as set forth in Paragraph 1.4, acceptance by Farmers Branch of fee simple title to the land described in Exhibit "B" as set forth in Paragraph 1.2, and acceptance by Farmers Branch of the street easement of land described in Exhibit "C" as set forth in Paragraph 1.3, and acceptance of said improvements by Farmers Branch, Farmers Branch shall maintain, replace, and repair as may be necessary the street pavement, sidewalks, street signs, traffic control devices, lights, and drainage. Farmers Branch shall also provide law enforcement, fire and emergency medical services to those properties located within Farmers Branch adjacent to the Right-of-Way. Addison and Farmers Branch agree that Addison shall maintain the landscaping within the Right-of-Way and that Addison shall have access to the Right-of-Way for that purpose.

#### REPRESENTATIONS AND WARRANTIES

- 2.1 <u>Representations and Warranties of Addison.</u> Addison represents and warrants to Farmers Branch as follows:
- a. <u>Organization</u>. Addison is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.

- b. <u>Power and Authority.</u> Addison has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Addison. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the Charter of Addison, or any provision of any agreement or instrument to which Addison is a party or by which Addison is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Addison.
- c. <u>Binding Obligation</u>. This Agreement has been duly executed and delivered on behalf of Addison. This Agreement constitutes a legal, valid, and binding obligation of Addison.
- 2.2 <u>Representations and Warranties of Farmers Branch</u> Farmers Branch represents and warrants to Addison as follows:
- a. <u>Organization</u>. Farmers Branch is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.
  - b. <u>Power and Authority</u>. Farmers Branch has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Farmers Branch. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the Charter of Farmers Branch, or any provision of any agreement or instrument to which Farmers Branch is a party or by which Farmers Branch is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Farmers Branch.
- c. <u>Binding Obligation</u>. This Agreement has been duly executed and delivered on behalf of the Farmers Branch. This Agreement constitutes a legal, valid, and binding obligation of Farmers Branch.

#### MISCELLANEOUS PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties hereto. This Agreement may not be assigned without the prior written consent of the other party.
- 3.2. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.
- .3.3 No amendment, modification, or alteration of the terms hereof shall be binding unless it shall be in writing, dated subsequent to the date hereof and duly executed by the parties.
- 3.4 This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 3.5 If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 3.6 The obligations and undertakings of each of the parties of this Agreement are and shall be performable in Dallas County, Texas.
  - 3.7 Time is of the essence in this Agreement.
- 3.8 Each party hereto warrants that it has received authority from its governing body to enter into this Agreement.
- 3.9 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.
- 3.10 Neither Addison nor Farmers Branch may exercise their powers of eminent domain to take title to any of the Right-of-Way subject to this Agreement without the consent of the other. Neither Addison nor Farmers Branch shall do any action or cause to be done any action that will interfere with the others compliance of this Agreement.
- 3.11 Farmers Branch and Addison shall be entitled to record a memorandum of this Agreement in the Real Property Records of Dallas County, Texas. Addison and Farmers Branch agree to execute and record a release of such memorandum in the event the Closing does not occur as provided above.
- 3.12 All notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated in this Section:

To Addison:

To Farmers Branch:

P. O. Box 9010 Addison, Texas 75001 P.O. Box 819010 Farmers Branch, Texas 75381-9010

Attn: City Manager Attn: City Manager

Notice shall be deemed to have been given (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box in the State to which the notice is addressed or ninety-six (96) hours after the deposit in any such post office box in other than the state to which the notice is addressed, postage paid, addressed as set forth above. The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

### **TERMINATION**

- 4.1 In the event construction of the street improvements in the Right-of-Way is not completed by December 31, 2001, Farmers Branch shall have the right to terminate this Agreement upon thirty (30) days written notice; provided, however, that if the substantial completion of the construction is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities serving the areas adjacent to the Right-of Way; fire or other casualty; condemnation proceedings; or any like or similar circumstances which are reasonably beyond the control of Addison, Addison shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal to the period Addison was delayed.
- 4.2 This Agreement shall terminate upon the express write agreement of both Addison and Farmers Branch or upon the happening described in Section 4.5.
- 4.3 Addison may terminate this Agreement if, after reasonable diligence, it is unable to obtain the necessary land described in Exhibits "B" and "C" to extend Landmark Boulevard as described in Exhibit "A" or the expansion of Landmark Boulevard becomes unnecessary or unfeasible.

EXECUTED on the date first above written.

CITY OF FARMERS BRANCH, TEXAS

TOWN OF ADDISON, TEXAS

City Manager

City Manager

ATTEST:

ATTEST:

City Secretary

City Carretor

Approved as to form:

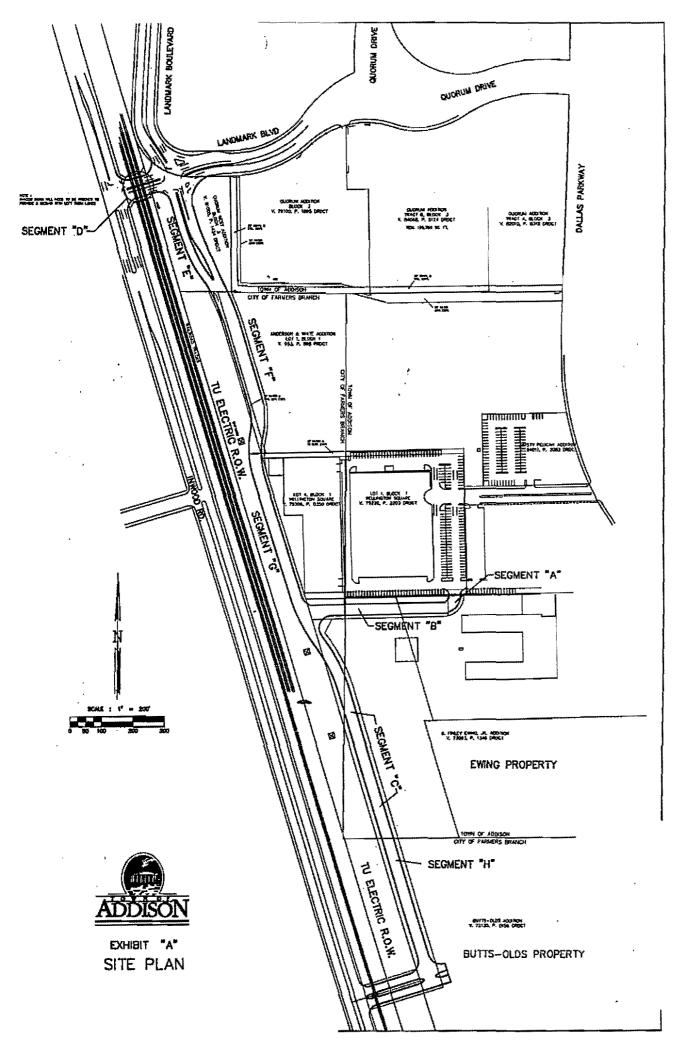
By:

City Attorney for Farmers Branch

Approved as to form:

By:

City Attorney for Town of Addison



# EXHIBIT B

to Agreement
between City of Farmers Branch
and Town of Addison

COUNTY : DALLAS

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL :

### PARCEL 8

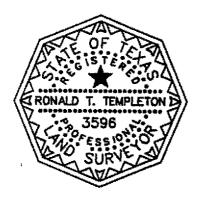
BEING A 0.0057 ACRE TRACT SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF THE WELLINGTON SQUARE ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, BLOCK 1 OF SAID WELLINGTON SQUARE ADDITION, THENCE NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF LOT 4 A DISTANCE OF 10.63 FEET TO A POINT FOR A CORNER, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16 DEGREES 47 MINUTES 24 SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH OB DEGREES 37 MINUTES 18 SECONDS EAST, AND A CHORD LENGTH OF 70.08 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 70.33 FEET TO A POINT IN THE WEST LINE OF SAID LOT 4 FOR A CORNER:

THENCE NORTH 17 DEGREES 01 MINUTE 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 72.20 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 249.27 SQUARE FEET OR 0.0057 ACRE OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, PART OF THE WELLINGTON SQUARE ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.



RONALD T. TEMPLETON REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 3596

EXHIBIT B

(Page 1 of 2)

COUNTY

DALLAS

ROADWAY

SOUTH QUORUM/INWOOD CONNECTION

PARCEL

4

### PARCEL 4

BEING A 0.6773 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF LOT 1 AND LOT 2, BLOCK 1 OF ANDERSON WHITE ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 953, PAGE 895, PLAT RECORDS OF DALLAS COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP ACCORDING TO THE DEED RECORDED IN VOLUME 97092, PAGE 02797, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS, SAID PDINT LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 26 MINUTES 37 SECONDS, A RADIUS OF 758.0 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 44 MINUTES 53 SECONDS EAST AND A CHORD LENGTH OF 98.41 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 98.48 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 237.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 29 SECONDS, A RADIUS OF 260.0 FEET, A CHORD BEARING OF SDUTH 02 DEGREES 22 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 131.55 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 133.0 FEET TO A POINT FOR CORNER, SAID POINT BEING A POINT OF REVERSE CURVE AND LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 06 SECONDS, A RADIUS OF 240.0 FEET, A CHORD BEARING OF SOUTH OF DEGREES 01 MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 52.33 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 52.44 FEET TO A POINT FOR CORNER LYING IN THE NORTH LINE OF LOT 4. BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH. DALLAS COUNTY. TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS:

THENCE ALONG THE NORTH LINE OF SAID LOT 4, BLOCK 1 OF WELLINGTON SQUARE. SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 10.63 FEET TO A POINT FOR CORNER LYING IN THE NORTHEAST LINE OF A 100 FOOT D. P. & L. CO. RIGHT—OF—WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY. TEXAS:

THENCE ALONG THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, NORTH 17 DEGREES D1 MINUTES 34 SECONDS A DISTANCE OF 526.59 FEET (ALSO CALLED NORTH 17 DEGREES D1 MINUTES DD SECONDS WEST A DISTANCE OF 526.67 FEET) TO A 1/2" IRON ROD LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS "PREVIOUSLY DESCRIBED:

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3, QUORUM WEST ADDITION SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 28 MINUTES DD SECONDS EAST) A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,501.15 SQUARE FEET OR 0.6773 ACRES OF LAND.

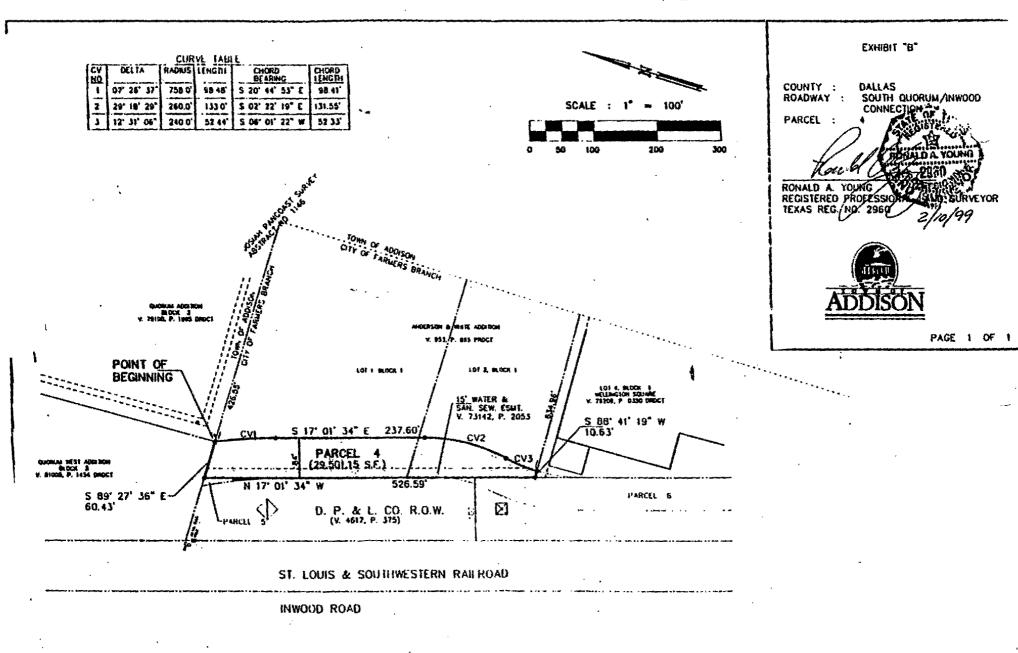
RONALD A. YOUNG

REGISTERED PROFESSIONAL L TEXAS REG. NO. 2960

LAND SURVEYOR

BOULD & YOUNG

PAGE 1 OF



# EXHIBIT C

to Agreement
between City of Farmers Branch
and Town of Addison

### EXHIBIT "C"

COUNTY :

**DALLAS** 

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

#### TRACT 1

BEING A 0.9845 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES OO SECONDS WEST A DISTANCE OF 60.43 FEET TO A POINT FOR A CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF A 100-FOOT D.P.&L. CO. RIGHT OF WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE SOUTH 17 DEGREES 01 MINUTES QO SECONDS EAST A DISTANCE OF 377.07 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D.P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 640.54 FEET TO A POINT FOR A CORNER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1 OF WELLINGTON SQUARE, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 123.65 FEET TO A POINT FOR A CORNER;

THENCE SOUTH OO DEGREES OB MINUTES 56 SECONDS WEST A DISTANCE OF 67.03 FEET TO A POINT FOR A CORNER;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE A PERPENDICULAR DISTANCE OF 67.0 FEET FROM THE SOUTH LINE OF LOT 4, BLOCK 1 OF SAID WELLINGTON SQUARE SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 102.83 FEET TO A POINT FOR A CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF SAID 100-FOOT D.P.&L. CO. RIGHT OF WAY;

THENCE ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D.P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 162.70 FEET TO A POINT FOR A CORNER, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 23 SECONDS, A RADIUS OF 494.0 FEET, A CHORD BEARING OF NORTH 32 DEGREES 09 MINUTES 13 SECONDS WEST AND A CHORD LENGTH OF 82.87 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 82.97 FEET TO A POINT FOR REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 54 SECONDS, A RADIUS OF 506.0 FEET, A CHORD BEARING OF NORTH 26 DEGREES 59 MINUTES 27 SECONDS WEST AND A CHORD LENGTH OF 175.28 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 176.17 FEET TO A POINT FOR CORNER:

THENCE NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 410.99 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27 DEGREES 54 MINUTES 28 SECONDS, A RADIUS OF 292.0 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 46 SECONDS WEST AND A CHORD LENGTH OF 140.83 FEET;

## EXHIBIT "C"

COUNTY :

DALLAS

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 142.23 FEET TO A POINT OF REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 53 MINUTES 11 SECONDS, A RADIUS OF 155.13 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 07 SECONDS WEST AND A CHORD LENGTH OF 74.76 FEET:

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 75.50 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 42,885.59 SQUARE FEET OR 0.9845 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

#### TRACT 2

BEING A 0.0130 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF A 100-FOOT D.P.&L. CO. RIGHT OF WAY ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHEAST LINE OF THE SAID 100-FOOT D.P.&L. CO. RIGHT OF WAY SOUTH 17 DEGREES OF MINUTES 34 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES OF MINUTES 00 SECONDS EAST) A DISTANCE OF 130.77 FEET TO A POINT, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 12 MINUTES 50 SECONDS, A RADIUS OF 694.0 FEET, A CHORD BEARING OF NORTH 22 DEGREES 37 MINUTES 25 SECONDS WEST AND A CHORD LENGTH OF 135.61 FEET:

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 135.83 FEET TO A POINT FOR CORNER LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST) A DISTANCE OF 13.90 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 566.03 SQUARE FEET OR 0.0130 ACRES

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

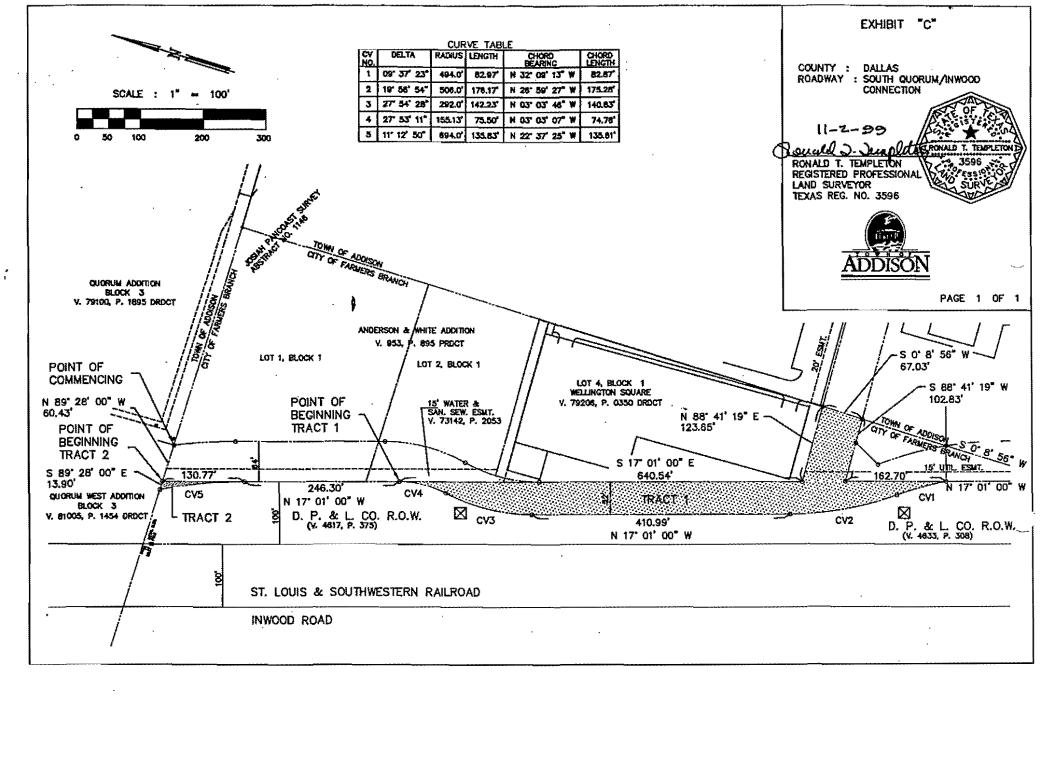


-99

RONALD T. TEMPLETON

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 3596



#### **EXHIBIT "D"**

•				After Recording Return To:
STATE OF T	TEXAS	<b>§</b>		
COUNTY O	F DATT AC	§ §		
COUNTYO	r DALLAS	8		
•		SPECIAL W	ARRANTY DEED	
DATE:				
GRANTOR:	Town of Add	lison, Texas		
	5300 Belt Li	ne Road		
	Addison, TX	75001	<i>!</i>	
	(Dallas Cour	ity, Texas)		
GRANTEE:	City of Farm	ers Branch, Texas		
•	(Dallas Cour	ntv Texas)		

#### **CONSIDERATION:**

Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

#### PROPERTY (INCLUDING ANY IMPROVEMENTS):

See Exhibit "A" attached hereto and incorporated herein by reference.

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

See Exhibit "B" attached hereto and incorporated herein by reference.

Grantor, for the consideration described above and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

The Property hereby conveyed may be used only as a public right-of-way for the passage and free flow of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Once the public right-of-way improvements are constructed by Grantor pursuant to the temporary construction easement described above, Grantee agrees to maintain the improvements in good repair and order and to make no material change to the improvements, without the prior consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing restrictions and obligations run with the Property and are binding upon Grantee, its successors and assigns forever.

**EXECUTED** effective as of the day first written above.

TOWN OF ADDISON, TEXAS

ву:- <u></u>	
Print Name:	
Print Title:	
CITY OF FARMERS BRANCH, TEXAS	
•	
Ву:	
Print Name:	
Print Title:	

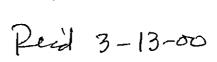
<b>Before Me,</b> this instrument w	as acknowledged on this day of, the of the Town of Addison
Texas, on behalf of such entity.	, the of the Town of Addison
My Commission Expires:	Notary Public, State of Texas Print name:
STATE OF TEXAS §  \$ COUNTY OF DALLAS §	
COUNTY OF DALLAS §	as acknowledged on this day of
COUNTY OF DALLAS §	as acknowledged on this day of, the of the City of Farmers ty.
COUNTY OF DALLAS §	as acknowledged on this day of, the of the City of Farmers ty.



# LETTER OF TRANSMITTAL

7.4	777 <u> </u>	***					T .aa.ua
<u>ADDISON</u>				DATE	3-16-00	<u>೨</u>	JOB NO.
				RE;	111 1		
Public Works / Engineering 16801 Westgrove • P.O. Box 144 9010							ners Branch
Addison, Texas 75001 - 9010 Telephone: (214) 450-2871 - Fax: (214) 931-6643 TO Very Murawski.					Interlocal Agreement		
					Inwood/	5.	Querum
					Access -		
					Landmar		xtension
City Engineer							A PRIBITO
Farmers Branch							***************************************
	FULL ALIAN	2 P	<u>rancri</u>				
GENTLE		10 VOII	Attached	[ ] Linday o			the fallowing items
	RE SENDIN	yG YUU					the following items:
	p Drawings		☐ Prints		☐ Samples		Specifications
☐ Cop	y of letter		☐ Change order	U		nnaa.	**************************************
COPIES	DATE	NO.		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	DESCRIPTION		
4			Priginale	for Sig	inature	***************************************	***************************************
1			June			***************************************	AAAAA
						***************************************	YIII
							······
	ļ				***************************************		
	-				***************************************		
	<b>HE TRANSI</b> approval	MITTED	as checked below Approved as sub		□ Resubmit		copies for approval
	your use		☐ Approved as not				copies for distribution
	-		☐ Returned for cor				_ corrected prints
	requested			rections			_ corrected prints
	review and co	omment					TO ACTED LOAN TO HO
	R BIDS DUE _			19	U PHINIS HEI	UMNE	ED AFTER LOAN TO US
	- Jan	ru_	Dage (	20 Aug	3 ren		100010
REMARK	S	1	1 care )	cerous			
				×.		```	**************************************
	o me	<u>- 1</u>	Um en	quier-	n worke	-	on your
***************************************	<b>.</b>		Q		***************************************	<u> </u>	<u> </u>
. A	ast St	etd	comment	5 on th	e plano,		Elease
		0		***************************************			Management of the Control of the Con
	retur	- fr	- addre	ns she	own abor	<i>L O</i>	r on my card
CABY TA		***********			/	40	U
COPY TO					- Than	ال المستحديد	10
						سرورية	Yania
							1 1 1 1 1 1 1 1

If enclosures are not as noted, please notifyus of once.





March 8, 2000

Mr. Jim Pierce, P.E. Town of Addison P.O. Box 144 Addison, Texas 75001

RE: Inwood/South Quorum Access

Phase I – Landmark Extension

Dear Mr. Pierce:

We have reviewed referenced plans and have the following comments:

1. **SHEET** 12 Label the short heavy dashed line in the profile. Is this the future T/C?

2. **SHEET** 12

There appears to be a low spot behind the curb at the northeast corner of Landmark Blvd. and Ewing Dr.

3. **SHEET** 12

Label manhole no. 2 on plan.

4. **SHEET** 13

Label manhole no. 1 on plan.

5. **SHEET** 15

Drainage area 31 is not shown in the runoff computations.

6. **SHEET** 17

Label top line shown in inlet 10 & 11 profile. Is this ground line?

Please address the above comments.

Sincerely,

Jerome V. Murawski, Jr., P.E.

City Engineer

GMO/rme



<b>A</b> DDISON		ATTENTION	JOB NO.			
ublic Works / Engineerin		RE: Inwood / S. Quorum				
ddison, Texas 75001 lephone: (214) 450-2871 • Fax:	[214] 931-6643	Farmers Branch agreement				
John Hil Olawles &	Thempson					
ENTLEMAN: WE ARE SENDING YO Shop Drawings Copy of letter	☐ Prints ☐ F		the following items:			
COPIES DATE NO.		DESCRIPTION				
	to Rom h	anch agreem Thetehead of	Segnature			
HESE ARE TRANSMITTE		- Desubmit	ocnice for approval			
☐ For approval ☐/For your use	<ul><li>□ Approved as submitted</li><li>□ Approved as noted</li></ul>		copies for approval copies for distribution			
☐ As requested	☐ Returned for corrections		corrected prints			
☐ For review and commen	<u> </u>		•			
☐ FOR BIDS DUE	19	□ PRINTS RETUR	NED AFTER LOAN TO US			
MARKS I ada	ded the sete	plan and p	2ut in			
-						
			,			

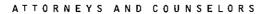
LETTER OF TRANSMITTAL

SIGNED:

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

## COWLES & THOMPSON

A Professional Corporation





JOHN M. HILL 214.672,2170 JHILL@COWLESTHOMPSON.COM

March 3, 2000

#### VIA HAND DELIVERY

Jim Pierce Assistant City Engineer Town of Addison 16801 Westgrove Drive Addison, Texas 75248

Re:

Agreement with Farmers Branch

Dear Jim:

Enclosed please find four (4) copies of the Agreement between the Town and the City of Farmers Branch regarding the South Quorum Project. The following are the Exhibits to the Agreement:

Exhibit A – Site Plan

Exhibit B - Description of land to which Addison is acquiring fee title (Crescent;

Prudential)

Exhibit C – Description of land to which Addison is acquiring an easement (Ewing;

TXU)

Exhibit D - Form of conveyance instrument

Exhibits B, C and D are attached to the copies of the Agreement. Please review Exhibits B and C to confirm that those are the proper descriptions of the land which the City is acquiring. Exhibit A will need to be attached to the Agreement.

As we discussed, you will have these documents delivered to Ron Whitehead for his signature, and then deliver them to the City of Farmers Branch for signing.

Please give me a call if you have any questions.

Very truly yours

John M. Hill

JMH:ct

Enclosures

cc: Ken Dippel



	_	***************************************	
ADDISON		2-16-00 ATTENTION	JOB NO.
P. L.C. 147	<u></u>		- M . 1
Public Works / Engineering 16801 Westgrove • P.O. Box 144		LAWOOD!	S. Quorum Access
Addison, Texas 75001		thas I: Lan	dmark Extension
Telephone: (214) 450-2871 • Fax: (214) 93	1-6643	***************************************	
James Misser schi	0 =  -		
TO Jerry Myrawski City Engineer	, P.E.		
Fainers Bran	<u></u>		
GENTLEMAN:	<i></i>		n 6 n 5 5 5
		•	the following items:
, 4	Prints □ Plan	•	☐ Specifications
☐ Copy of letter ☐ C	Change order		
COPIES DATE NO.		DESCRIPTION	
1 /	lans of Spec:	5	
	( )		
·· I			
			***************************************
		···	
		MILL 1	
THESE ARE TRANSMITTED as ch	ecked helow		
	pproved as submitted	☐ Resubmit	copies for approval
☐ For your use ☐ A	pproved as noted	☐ Submit	copies for distribution
☐ As requested ☐ R	etumed for corrections	☐ Return	corrected prints
□For review and comment □ _		***************************************	*****
☐ FOR BIDS DUE	19		IED AFTER LOAN TO US
000	11.	114	h
REMARKS	resse serven	- and see v	re form
			».
if you have any	comments.	This project	is on a fast
track for us - Ri-	ldin docume	at must be	complete by
Feb 024th -	co la quel	response wil	1 be most
appreciated.	Thanks-		
СОРУ ТО			

SIGNED: Sign Freir

If enclosures are not as noted, please notify us at once. 972-450-2879

LETTER OF TRANSMITTAL

CONSENT AGENDA					
Approval of the Minutes for the January 25, 2000, Council Meeting.					
Award of purchase in the amount of \$25,474 to BFI for the renta of restroom trailers with attendants, portable toilets and cardboard trash receptacles for all events and in the amount of \$2,650 to Waste Management for roll-off trash containers for all events.					
Approval of a final payment in the amount of \$68,565.51 to Sprinkle 'N Sprout Irrigation/Landscape, Inc. for completion of the Les Lacs Linear Park Phase III improvements.					
Consideration of a Resolution authorizing the City Manager to enter into interlocal agreement with the City of Farmers Branch for the Inwood/South Quorum Connector project.					
Consideration of a Resolution authorizing the transfer of \$40,000 in DART LAP/CMS funds from the Addison Road/Excel Parkway Intersection Project to the Westgrove/Sojourn Intersection Improvements Project.					
Consideration of a Resolution authorizing the City Manager to enter into an easement and right-of-way agreement required for the completion of Keller Springs Road/Quorum Drive intersection improvements.					
Consideration of a Resolution suspending the effective date of TXU Electric's proposed tariff revisions to permit the steering committee of cities served by TXU Electric time to study and make recommendations regarding the proposed changes.					

Just of S. Quorum 2-1-00

Meet a John Hill, Jerry M., Mike of Jef.

Feb 7th or Feb 21 st on Farmers Brunk

Agenda.

Jory wil rework agreement and take out

the diaclarine. He will E-mail be john Hill

We wiel keep the etern on the agenda.

## COWLES & THOMPSON

A Professional Corporation





ROBERT G. BUCHANAN, JR. 214,672,2139 BBUCHANAN@COWLESTHOMPSON.COM

November 22, 1999

Mr. John F. Boyle, Jr. Boyle & Lowry, L.L.P. 4201 Wingren, Suite 108 Irving, Texas 75062

Re: Agreement between the Town of Addison, Texas and the City of

Farmers Branch, Texas

Dear Mr. Boyle:

Mr. John Baumgartner, Director of Public Works for the Town of Addison, asked that I prepare a revised draft of the "interlocal agreement" based upon comments he received from Mr. Jerry Murawski. Enclosed please find a revised draft of the agreement redlined to show the changes made. Also attached are the proposed Exhibits A through D.

By way of background, the conveyance of fee simple to part of the property and an easement in the other, is based upon the conditions set by the owners of the properties. The property described in Exhibit B is owned for the most part by Crescent Real Estate Equities, Ltd. A small portion is owned by the Prudential Insurance Company of America. Both owners have insisted upon conveying fee simple title. The property described in Exhibit C is owned for the most part by TXU Electric and a smaller portion by the Ewing family. Both are only willing to grant easements in the property. Although the agreement was originally titled "interlocal agreement" and reference in the recitals was made to Chapter 791 of the Texas Government Code, upon further review it does not appear that the subject matter of this agreement qualifies the agreement as a "interlocal agreement" as defined in the statute. With the exception of the initial construction of the street improvements, neither city is contracting with the other to perform any ongoing governmental services. Therefore, the references to "interlocal" and Chapter 791 have been deleted.

Please call me with any questions. I look forward to receiving your comments to the revised agreement.

Sincerely,

Robert G. Buchanan, Jr.

RGB:wn Enclosure

cc: Mr. John Baumgartner w/enclosure



### **Public Wor**

TO	Bob Bue	chanan
	Cowles &	1 Thompson

# LETTER OF TRANSMITTAL

	N OF .	-		Г	DATE		~	JOB NO.
<b>A</b> DD	ISON			L	ATTENTION	<u>//-5-9</u>	7	
B 1 15 115				<b></b>	RE: -		<u> </u>	
	<b>orks / Engin</b> grove • P.O. B			ļ		Inwood/	5, C	Duorum
Addison, Tex		20X 144				Pro	ect	<u> </u>
		1 • Fax: (2	14] 931-6643					
0 1 0 1					F.	armers	Bre	anch
то	or our	epan	an		Interlocal Agreement			
	rules à	4. 7h	empson					
CENTI EN	AN.							
GENTLEN WE AI	RE SENDIN	IG YOU	Attached	□ Und	ier sepa	rate cover via		the following items:
☐ Shop	p Drawings		☐ Prints	☐ Plar	าร	□ Samples		Specifications
☐ Copy	y of letter		☐ Change order					
COPIES	DATE	l NO.		***************************************		DESCRIPTION		
1			Exhibit	A:	Site	Plan		***************************************
1			Exhibit 1	3 - L	11 H	legal de	Scr	ription
1			Exhibit C	<u> </u>	11	<i>J</i> ,,	11	
;		}	Parcel 2A	**************************************	21	11	16	
(			141CE1 211	***************************************	- ,			
							····	
					***************************************		<b>****</b>	
	111					AAAAAA IIIIIIIIII AAAAAA		
			V V ++++++++++++++++++++++++++++++++++	·····				
	RE TRANSM approval	<b>MITTED</b>	as checked belo\ Approved as sub			□ Becubmit		copies for approval
,	our use		☐ Approved as not					copies for distribution
· "	quested		☐ Returned for cor					_ corrected prints
	eview and co	ımmant		TECHOITS				_ corrected prints
•	BIDS DUE_	MINITORIL		19		C PRINTS BET		D AFTER LOAN TO US
	_ DIUS DUE _ /	<u> </u>		19	<del></del>		OTHE	D AFTEN LOAN TO 08
REMARKS	·	Illa.	re call	me	0	972-4	-5°	-2879
	<i>1</i>		***************************************		1	7		
	1 you	<u>l</u> n	we any	que	17C	ans d)	(1)	minento,
G	A the	in D	out 9	ml.	ha	we My		riginal
مر اکبر	1	1	1 3	1	, , ,,,,,	<u> </u>	<u>.//</u>	- July
			4	think for the same of the same		<b>WW</b>		
	Onlas	Ro	umaenton					
COPY TO	( June		( )					)
	$\vee$		•			Jun-	4	(
				S	IGNED	): ////	ساساري	

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

### **PARSONS**

Barton-Aschman Associates, Inc. • A Unit of Parsons Transportation Group, Inc. 2630 West Freeway • Suite 132 • Fort Worth • Texas • 76102 USA• (817) 877-5803 • (817) 877-3214 fax

November 3, 1999

Mr. James C. Pierce, Jr., P.E. Town of Addison 16801 Westgrove Road Addison, Texas 75001

Subject:

Quorum / Inwood Connector

Interlocal Agreement

Dear Jim,

Enclosed the signed plats and legal descriptions for the portion of the Quorum / Inwood project right of way in Farmers Branch. These were prepared in accordance with your request of October 6. Included are the following.

- . Exhibit A Site Plan
- . Exhibit B, with legal description
- · Exhibit C, with legal description
- · Parcel 2A, with legal description

If you have questions, please give me a call, so we can discuss them.

Very truly yours,

PARSONS TRANSPORTATION GROUP, INC.

Phillip G. Weston, P.E.

Project Manager

**Enclosures** 

s:\projects\city addison\643314\add\_1103.doc



Public Works 10-20-99; 5:39PM; (972)-919-2606 ROYLEMO: 1

P - 1;# 2/ 2

copy Jim Pierce

BOYLE & LOWRY, L.L.P

Attorneys and Counselors 4201 Wingren, Suite 108 Irving, Texas 75062 (972)650-7100 Fax (972)650-7105

## **MEMO**

DATE:

October 20, 1999

TO:

Jerry Murawski, City Engineer

John F. Burke, Assistant City Manager Linda Groomer, Assistant City Manager Mark Pavageaux, Director of Public Works

FROM:

John F. Boyle, Jr., City Attorney

RE:

Town of Addison Agreement

Pursuant to your request, I have reviewed the proposed Interlocal Agreement with Addison relative to Landmark Boulevard. My comments are as follows:

The document seems unduly complicated, at least at first review.

Instead of conveying land described in Exhibit "B" to Farmers Branch reserving an easement to Addison and imposing restrictive covenants and conveyance of land described in Exhibit "C" "jointly" to both cities, why not just convey all property in Farmers Branch to Farmers Branch with a street easement with a revertor clause and/or giving Addison the ability to compel Farmers Branch to use, keep open and maintain the property as street right-of-way by way of a mandamus?

Addison could then be given the right to construct the street within Farmers Branch in the same manner any developer or contractor is given such permission.

The proposed exhibits need to be reviewed. I suggest a Special Warranty Deed be executed by Addison.

The "in perpetuity" agreement is not consistent with Chapter 791, Texas Government Code (provides for annual review). Let's discuss after you have reviewed this memo.

cc:

Richard Escalante

D:\Farmers Branch\fb-agreements 10-20 murawski town of addison wpd



FAX TRANSMITTAL
ENGINEERING DEPARTMENT
PO BOX 819010
13000 WILLIAM DODSON PKWY.
FARMERS BRANCH, TX 75381
(972) 919-2591 ofc. (972) 919-2585 fax

DATE:	11-1-99
TO:	John Baumgartner
FAX NO.:	972 450-2837
No. of Pgs.	(includes cover)
FROM:	Jerry Murawski Phone No: 972 919-2588
SUBJECT:	- Ann
COMMEN	TS:

PLEASE CALL OUR OFFICE IF YOU DID NOT RECEIVE ALL TRANSMITTED PAGES.

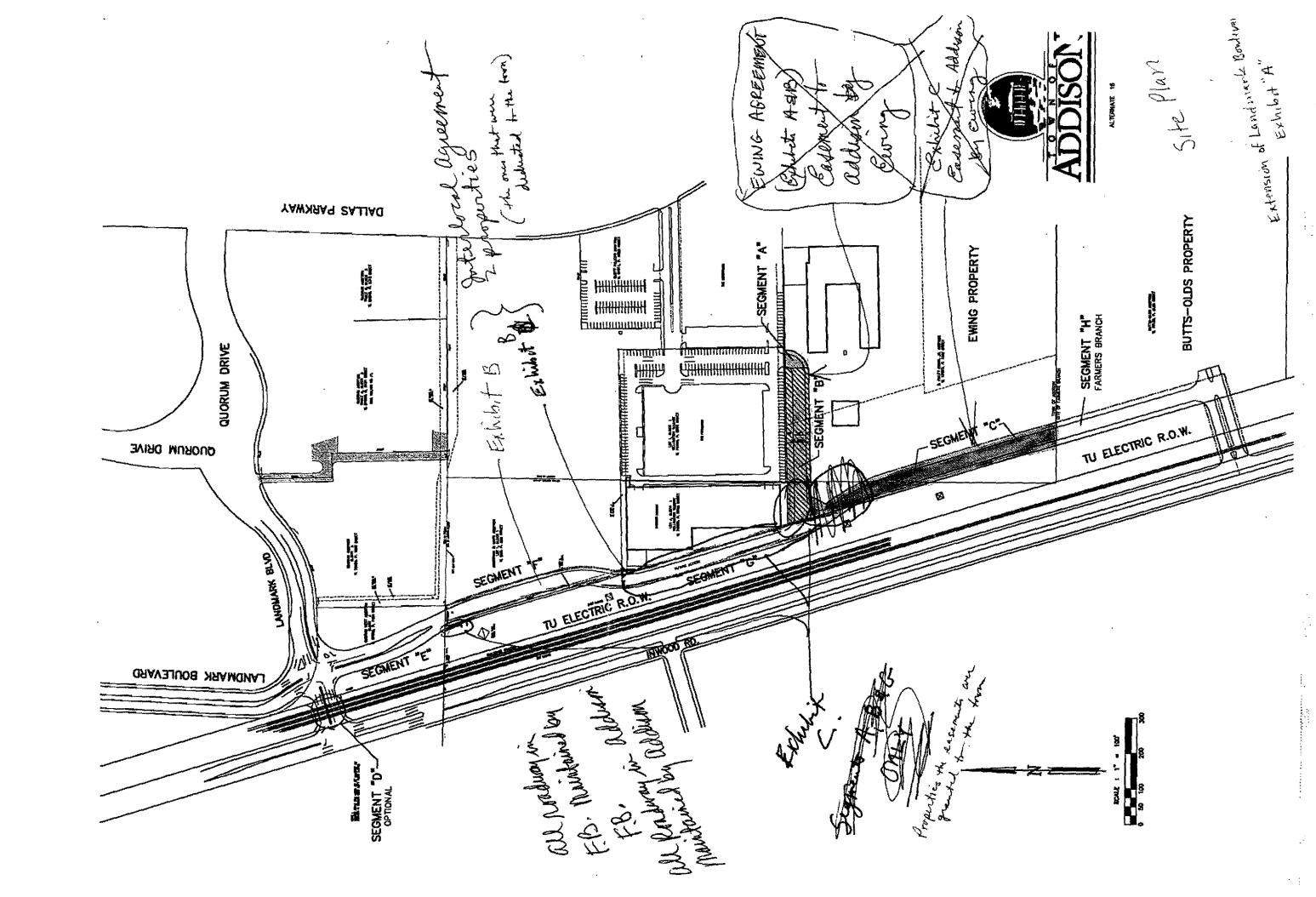


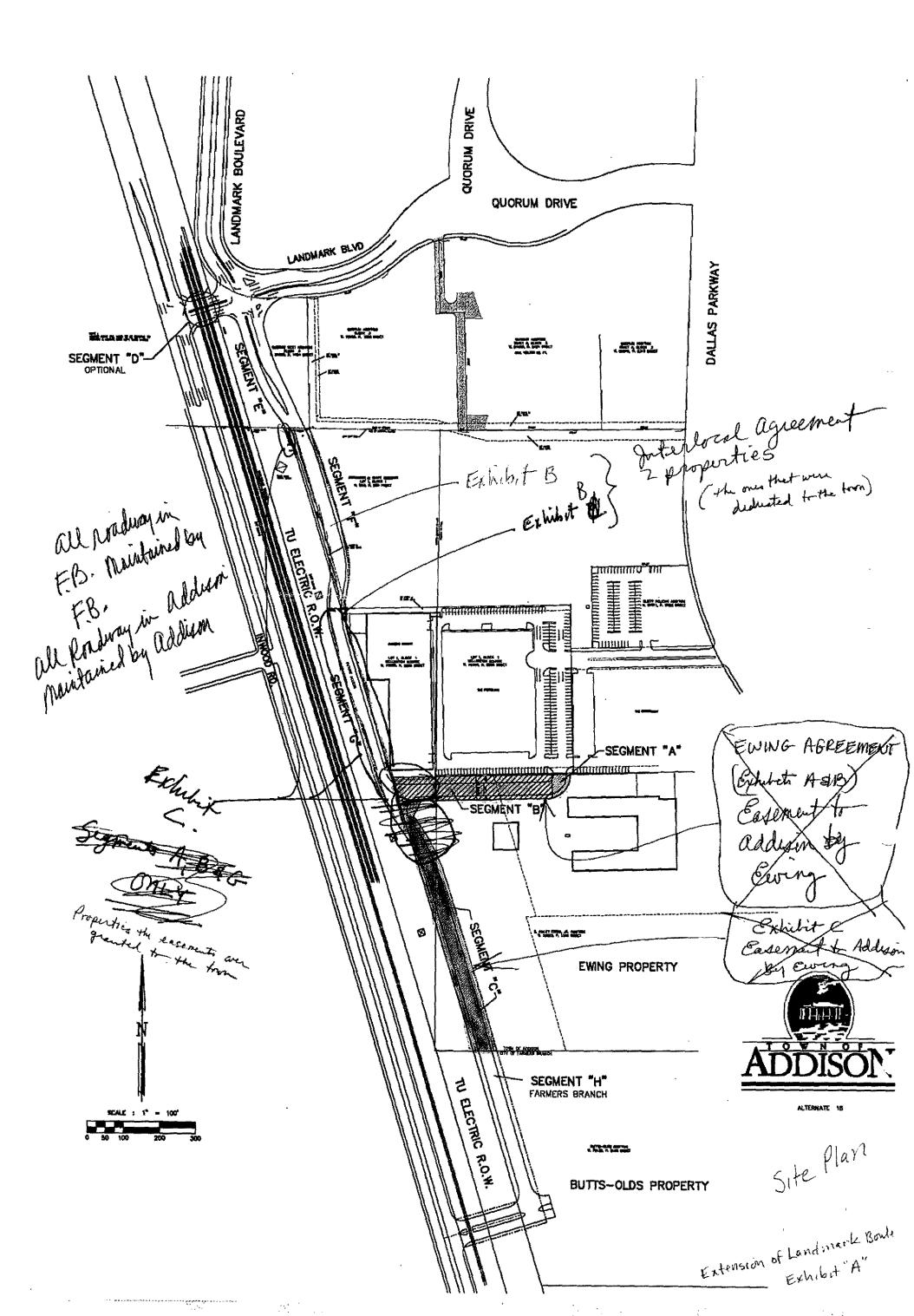
AĎĎĬSÖN		ATTENTION JOB NO.
Public Works / Engineering		RE: Inwood/S. Quoram
6801 Westgrove • P.O. Box 144		
Addison, Texas 75001 Glephone: [214] 450-2871 • Fax: (2	214] 931-6643	F.B. Interlocal Agreement
06111		<u> </u>
O Phil Weston Parsons Trans		
tarsens vans	portation	
ENTLEMAN:		
WE ARE SENDING YOU	Attached U	nder separate cover via the following items:
☐ Shop Drawings	•	ans ☐ Samples ☐ Specifications
☐ Copy of letter	☐ Change order ☐	
	·	
COPIES DATE NO.	01 61	DESCRIPTION O A A A
	Flan showing	Motes & Bounds of Plat
	for Short P	lece of Ewing Proporty in F.B.
	Site Plan, &	Exhibit A
	Exhibit B	
/	Exhibit C	
	***************************************	
HESE ARE TRANSMITTED    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		Solicous pinto
☐ FOR BIDS DUE	19	☐ PRINTS RETURNED AFTER LOAN TO US
	······································	
EMARKS Elease	i wall it un	have any questions
EMARKS JAMES	b	
Madian		
Med as	36/11 as pas	aing
ARRAMANAMAN		
ОРҮ ТО		

LETTER OF TRANSMITTAL

SIGNED:

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





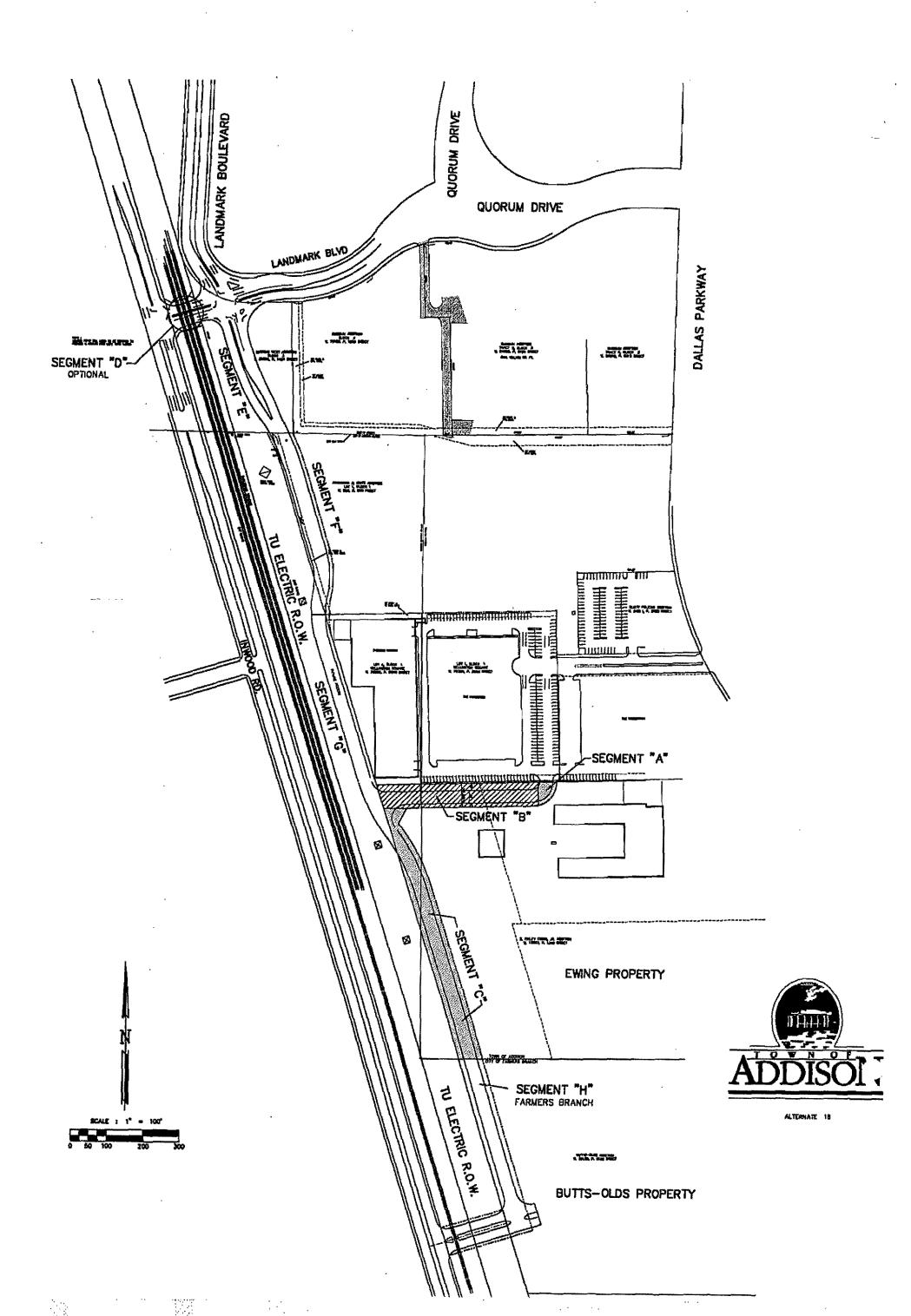


<b>ĀĎĎĬSŐ</b> N		DATE 10-3-99 JOB NO. ATTENTION
Dublic Worlss / Ensisessiss		RE: To 1/5 Days
Public Works / Engineering 16801 Westgrove • P.O. Box 144		RE: Inwood S. Quorum
Addison, Texas 75001		Project
Telephone: (214) 450-2871 • Fax: (21	4) 931-6643	
104	1 5	
TO Jerry Mura	<u>wski</u>	
City Engine	4V^	
Farmers B	mnch	
•	1141141	
GENTLEMAN: WE ARE SENDING YOU	Attached □ U	Inder separate cover via the following items:
	<i>,</i> ,	•
☐ Shop Drawings		Plans ☐ Samples ☐ Specifications
☐ Copy of letter	☐ Change order ☐ _	
COPIES DATE NO.		DESCRIPTION
/	Koadway S	chematic
	NO-COLOURS OF	Drift / ring ( C
	<u> </u>	
THESE ARE TRANSMITTED &		□ Pocuprit conice for approval
☐ 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
111	/	70 / 72 /
REMARKS HOUISO	n/ tarmers	Branch Boundary
Hi Ligh	Hed	<u> </u>
	•	
o ha	asked me to	send you this
- James	Mykea /14 1V	
СОРУ ТО		

SIGNED: Trece

If enclosures are not as noted, please notify us at once. 972-450-2879

LETTER OF TRANSMITTAL



#### Jim Pierce

From:

John Baumgartner

Sent:

Thursday, September 30, 1999 2:05 PM

To:

Jim Pierce

Subject:

Landmark Boulevard Interlocal Agreement

Jim.

Please review this document. If you have any comments, please let me know. Pay particular attention to the required exhibits. Make sure that you know what they are. You will be responsible for getting them to Bob Buchanan.

My goal is to have this agreement ready for approval by Addison and Farmers Branch by November 1, 1999. Also, will you have a roadway schematic delivered to Jerry Murawski by October 4, 1999.

Thank you for your help.

John

interlocal2\_,doc

antait TU
get agreement
convay cases t
we pay for fown relocation

Call-They who own form? Sub-previor & approved & plans Sub-previor & approved & plans We need est cost We need est cost Muder Const Darch 1