72000 INWOOD / S. QUORUM - WELLINGTON / HOW

Oxford®

NO. 753 1/3

SESSELLE SESSELLE



PROPERTY SERVICES

May 23rd, 2000

Mr. Ron Whitehead City Manager Town of Addison, Texas P.O. Box 9010 Addison, Texas 75001-9010

Re: Extension of Landmark Boulevard

Dear Mr. Whitehead:

This letter confirms the agreement of The Prudential Insurance Company of America, a New Jersey corporation ("Prudential"), the owner of the property located at 14655 Dallas Parkway, Dallas, Texas 75240 (the "Property"), to permit the Town of Addison (the "Town") to install four (4) stop signs, with associated stop bars on the pavement, and to adjust and add "islands" (together, "improvements") on the Property in the locations shown on Exhibit A attached hereto.

Prudential's agreement set forth above is subject to the Town's agreement to indemnify, defend and hold harmless Prudential, its agents, representatives, employees, successor and assigns from and against any and all liability, demands, damages, losses, and costs (including reasonable attorneys' fees) arising during the period of the installation of the improvements in whole or in part from the Town's installation of such improvements.

Prudential further agrees, at its sole cost and expense, to maintain the stop signs and stop bars after the stop signs and stop bars have been installed; provided that neither the Town nor Prudential shall be required to replace such signs and bars in the event replacement becomes necessary.

If the foregoing accurately reflects the agreements of Prudential and the Town in connection with the matters described above, please evidence the Town's agreement to the terms of this letter, including without limitation, the Town's indemnity obligation set forth herein, by executing this letter in the space set forth below, and returning this letter to the undersigned.

Sincerely,

The Prudential Insurance Company of America, A New Jersey corporation

By: Kennedy-Wilson Properties of Texas, Ltd., Inc.

A Texas corporation, its authorized agent

By: David B. Curran, Jr.

Regional Managing Director

Property Services Group

Agreed and accepted: Town of Addison, Texas

By: Ron Whitehead

City Manager

Date:

VIA TELECOPY AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

May 12th, 2000

Mr. James C. Pierce, Jr., P.E. Assistant City Engineer Town of Addison 16801 Westgrove Drive Addison, Texas 75001-9010

Reid 5-15-00

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

Dear Mr. Pierce:

This letter is written on behalf of The Prudential Insurance Company of America ("Prudential") in response to your letters to me dated March 7, 2000 and April 26, 2000 regarding Prudential's approval of plans for the above-referenced project.

Please be advised that Prudential hereby approves the location of the intersection of the roadway and Prudential's property as reflected on the plans transmitted with your March 7, 2000 letter to me. However, Prudential has not engaged an engineer or any other party to review the plans and therefore, Prudential makes no other approval with respect to the plans, except as set forth above.

If you have any questions regarding this letter, please call me.

Sincerely,

Kennedy-Wilson Properties of Texas, Ltd., Inc.

as Agent for

The Prudential Insurance Company of America

Saint & hung.

David B. Curran, Jr.

Regional Managing Director Property Services Group

DC/zym





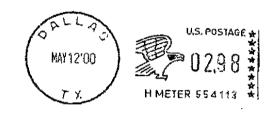
9400 N. Central Expwy., 5th Floor Dallas, TX 75231 Fold at line over top of envelope to the right of the return address

CERTIFIED

REQUESTED

P 071 170 859

MAIL



Mr. James C. Pierce, Jr., P.E. Assistant City Manager Town of Addison 16801 Westgrove Drive Addison, Texas 75001-9010

7500i-5190 60

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VIA TELECOPY AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

May 12th, 2000

Mr. James C. Pierce, Jr., P.E. Assistant City Engineer Town of Addison 16801 Westgrove Drive Addison, Texas 75001-9010

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

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This letter is written on behalf of The Prudential Insurance Company of America ("Prudential") in response to your letters to me dated March 7, 2000 and April 26, 2000 regarding Prudential's approval of plans for the above-referenced project.

Please be advised that Prudential hereby approves the location of the intersection of the roadway and Prudential's property as reflected on the plans transmitted with your March 7, 2000 letter to me. However, Prudential has not engaged an engineer or any other party to review the plans and therefore, Prudential makes no other approval with respect to the plans, except as set forth above.

If you have any questions regarding this letter, please call me.

Sincerely,

Kennedy-Wilson Properties of Texas, Ltd., Inc.

The Prudential Insurance Company of America

Jain & huf.

David B. Curran, Jr.

Regional Managing Director Property Services Group

DC/zym





9400 North Central Expressway 5ⁱⁿ Floor Dallas, TX 75231 Office (214) 871-6677 Fax (214) 871-4644 www.kennedywilson.com

facsimile

To:

James C. Pierce

Co.:

Town of Addison

Fax:

(972) 450-2834

Phone:

Date: May 12, 2000

Pages: 02

Inwood/S. Quorum Access - Phase I, Landmark Extension

Urgent

For Review

Please Comment

Please Reply

From: Dave Curran

Phone: (214) 871-6607

☐ Please Recycle

· Comments:

Please see attached document concerning the above matter.



320 S.W. 18th St.
Edmond, Oklahoma 73013
(405) 340-3434 • FAX: (405) 340-3435
E-mail: pelco@pelcoinc.com • www.pelcoinc.com

QUALITY is the result of high standards and skillful execution Quality is 4-25-a 4-25-a 4-25-a	SERVICE is the first and last thing a customer will remember
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US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

April 26, 2000

Certified Mail

Mr. David B. Curran, Jr. Regional Managing Director Kennedy-Wilson Property Services 9400 N. Central Expressway, 5th Floor Dallas, TX 75231

Re: Inwood/ S.Quorum Access - Phase 1, Landmark Extension

Dear Mr. Curran:

This is a follow up to my letter of March 7, 2000, which transmitted a set of final plans to you for the above referenced project, and requested your written approval of the plans.

Since we have not had a response from you, we assume that you take no exception to the Town of Addison constructing the roadway in the location and in the manner shown on the drawings.

If this is incorrect, please notify me immediately as we intend to begin construction on May 8, 2000.

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., Director of Public Works

Jim Pierce

From: Sent:

HILL, JOHN [jhill@cowlesthompson.com] Monday, March 13, 2000 12:24 PM

To:

'colemans@tklaw.com'

Cc:

'jplerce@ci.addison.tx.us'; DIPPEL, KEN

Subject:

Addison/Prudential Agreement





cationian...

Memorandum of Agreem...

Susan--attached is a proposed Memorandum of Agreement and a copy of the Agreement. I have changed the description of the land from a .0059 acre tract to a .0057 acre tract.

Thanks for your assistance. Please call with any questions.

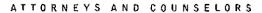
John Hill 214-672-2170

<<AddisonPrudentialDedicationLandmark Blvd..DOC>> <<Addison -Memorandum

of Agreement (Prudential - Quorum).DOC>>

COWLES & THOMPSON

A Professional Corporation





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

February 28, 2000

Ms. Susan Coleman Thompson & Knight 801 Cherry St., Ste. 1600 Ft. Worth, Texas 76102

Re:

Agreement to Convey .0059 Acre Tract

Dear Susan:

In connection with the conveyance of a .0059 acre tract of land from Prudential Insurance Company to the Town of Addison, please find the following documents:

- 1. Agreement (2 copies);
- 2. Temporary Construction Easement (Exhibit A describing the Prudential property needs to be attached); and
- 3. Draft of Letter Agreement (to go on Kennedy Wilson letterhead).

Please have each of the documents signed by the appropriate Prudential representative and return the originals to me. This matter will be on the Town Council's Agenda for March 14, and I hope that we can close soon after that.

Thank you for your help and cooperation. Please give me a call if you have any questions or comments.

Very truly yours,

John M. Hill

JMH:ct

Enclosures

cc:

Mr. Jim Pierce '

Mr. Ken Dippel

On agende 5,00 march 14 roe march 14 roe

DALLAS

STATE	OF	TEXAS	

COUNTY OF DALLAS

80 80 80

AGREEMENT

THIS AGREEMENT is entered into this _____ day of ______, 2000 (the "Effective Date") by and between the Town of Addison, Texas (the "Town") and The Prudential Insurance Company of America, a New Jersey corporation ("Prudential").

RECITALS:

- 2. Prudential owns a .0059 acre tract of land (the "Right-of-Way") located in the City of Farmers Branch, Texas and which is more particularly described in <u>Exhibit "B"</u> attached hereto.
- 3. Prudential desires to dedicate the Right-of-Way to facilitate the extension by the Town of Landmark Boulevard in accordance with the Thoroughfare Plan.

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

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

Section 2. <u>Dedication of Land</u>. Subject to the terms and conditions hereof,
Prudential agrees to dedicate to the Town the Right-of-Way. The conveyance of the Right-ofWay shall be by special warranty deed. Prudential shall convey indefeasible fee simple title to
the Right-of-Way, subject only to recorded and validly existing public utility easements and any
other encumbrances affecting the Right-of-Way, as the same appear of record, but only to the
extent they are still in effect (the "Permitted Encumbrances").

- A. Title Commitment. At least fifteen (15) days prior to the Closing, the Town, at its expense, shall obtain a commitment for title insurance (the "Title Commitment") for the Right-of-Way issued by Hexter-Fair Title Company, 8333 Douglas Avenue, Suite 130, Dallas, Texas 75225 (the "Title Company"), along with copies of the instruments that create or evidence all title exceptions thereto and shall promptly deliver a copy of the Title Commitment and copies of all instruments creating or evidencing title exceptions to Prudential.
- B. Survey. Should the Town desire to obtain a survey of the Right-of-Way, such survey shall be at the Town's sole expense. In the event the Town obtains a survey of the Right-of-Way, the Town shall promptly deliver a copy of the same to Prudential.
- C. Title Policy. The Town, at it's sole cost and expense, shall have the right to obtain a standard Texas owner's policy of title insurance (the "Title Policy") insuring title to the Right-of-Way. Prudential shall not be required to pay for any expenses in connection with the Title Policy or in issuing the Title Commitment.
- Section 3. Road Construction. The Town will cause the street improvements in the Right-of-Way to be constructed in accordance with the specifications of the applicable municipal authorities, in order that such authorities will accept dedication of such improvements.

- Section 4. Representations and Warranties of the Town. The Town represents and warrants to Prudential as follows:
- A. Organization. The Town is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.
- B. Power and Authority. The Town 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 the Town. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the charter of the Town, or any provision of any agreement or instrument to which the Town is a party or by which the Town is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to the Town.
- C. Binding Obligation. This Agreement has been duly executed and delivered on behalf of the Town. This Agreement constitutes a legal, valid, and binding obligation of the Town.
- D. Validity at Closing. The representations and warranties of the Town shall be true on the date of the Closing.
- Section 5. Representations and Warranties of Prudential. Prudential represents and warrants to the Town the following:
- A. Organization. Prudential is a corporation, duly organized and validly existing under the laws of the State of New Jersey.

- B. Power and Authority. Prudential 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 will not violate or be in conflict with any provision of the organizational documents of Prudential, or any provision of any agreement or instrument to which Prudential is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Prudential.
- C. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Prudential. This Agreement constitutes a legal, valid, and binding obligation of Prudential.
- D. Legal Actions. To Prudential's knowledge, no suit, action or other proceeding, including, without limitation, a condemnation or similar proceeding or assessment, is pending or threatened in any court or governmental agency against all or any part of the Right-of-Way (and if such a suit, action or other proceeding is pending or threatened in any court or governmental agency on the date of closing, the Town may, as the Town's sole option and as its sole and exclusive remedy, have the right to terminate this Agreement by written notice delivered to Prudential on or before the Closing Date).
- E. Validity at Closing. The representations and warranties of Prudential shall be true on the date of the Closing.
- Section 6. <u>Conditions to the Town's Obligations at Closing</u>. The obligations of the Town at the Closing are subject to the satisfaction of the following conditions:
- A. All representations and warranties of Prudential in this Agreement shall be true in all material respects; and

- **B.** Prudential shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.
- Section 7. <u>Conditions to Prudential's Obligations at Closing</u>. The obligations of Prudential at Closing are subject to the satisfaction of the following conditions:
- A. All representations and warranties of the Town in this Agreement shall be true in all material respects; and
- **B.** The Town shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.
- Section 8. <u>Date of Closing</u>. Subject to the satisfaction of the conditions of Sections 6 and 7, the closing ("Closing") shall occur on 60 days advance written notice from the Town, but in no event later than December 31, 2000.
- Section 9. Place of Closing. The Closing shall be held at the offices of the Title Company.
- Section 10. Obligations at Closing. At Closing, Prudential shall deliver to the Town: (1) a duly executed and acknowledged special warranty deed in the form of Exhibit C attached hereto, free and clear of any and all liens, encumbrances, conditions, easements, assessments and restrictions except the Permitted Encumbrances; (2) a "Bills Paid Affidavit" on the Title Company's standard form verifying that there are no unpaid bills or claims for labor performed or materials furnished to the Right-of-Way prior to the Closing; (3) such other documents as the Title Company may request in order to close the Contract and issue the Title Policy; and (4) reasonable evidence of the authority of Prudential to consummate the transactions described herein.

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

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

To the Town:

To Prudential:

5300 Belt Line Road Addison, Texas 75001 8 Campus Drive Parsippany, New Jersey 07054

Attn: City Manager

Attn: Ellen Kendall
With a copy to:

With a copy to:

Susan E. Coleman Thompson & Knight LLP 801 Cherry Street, Suite 1600 Fort Worth, Texas 76102

John M. Hill Cowles & Thompson, P.C. 901 Main Street, Suite 4000 Dallas, Texas 75292

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

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

Section 14. <u>Successors and Assigns; Assignment</u>. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. No party shall not assign, transfer or otherwise convey this Agreement to any other person or entity without the prior written consent of the non-transferring parties.

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

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

Section 17. Remedies. If Prudential defaults under this Agreement, the Town may, as the Town's sole option, do any one of the following: (i) terminate this Agreement by written notice delivered to Seller on or before the Closing Date; or (ii) enforce specific performance of this Agreement against Prudential requiring Prudential to convey the Right-of-Way to the Town. If the Town defaults under this Agreement, Prudential may, as Prudential's sole option, terminate this Agreement by written notice delivered to the Town on or before the Closing Date.

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

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

Section 20. <u>Memorandum of Agreement</u>. Upon the execution of this Agreement, a memorandum of this Agreement shall be recorded by the Town in the Real Property Records of

Dallas County, Texas. The Town agrees to execute and record at its expense a release of such memorandum in the event that the Closing does not occur as provided above.

Town's Right to Terminate. In the event the Town is unable to obtain a conveyance of the properties designated as Segments "A", "B" "F" and "G" on Exhibit "A" attached hereto necessary to complete the extension of Landmark Boulevard and the agreement of the City of Farmers Branch allowing the extension, all on terms reasonably satisfactory to the Town, the Town shall have the right to terminate this Agreement if notice of termination is given to Prudential on or before June 1, 2000. In the event the Town gives proper and timely notice of termination pursuant to this Section 21, this Agreement shall terminate and the parties shall have no further obligations or rights hereunder.

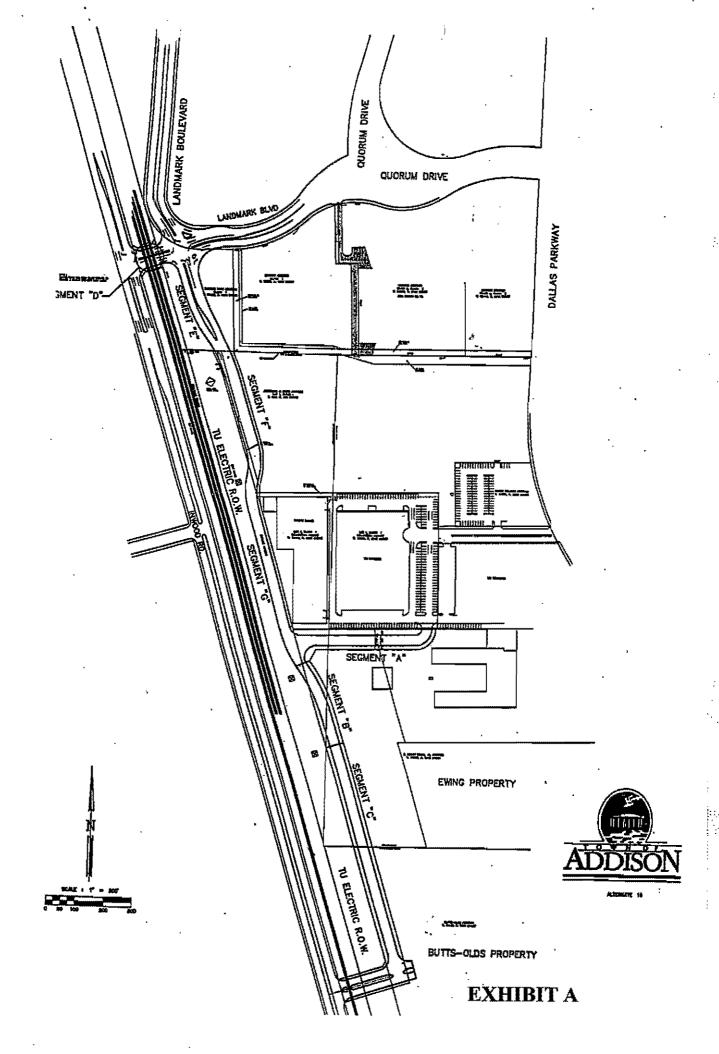
EXECUTED by the parties hereto on the date set forth above.

	COMPANY OF AMERICA
-	
By:	
Ron Whitehead, City Manager	Ву:
	Print Name:
ATTEST:	Print Title:

THE PRUDENTIAL INSURANCE

Carmen Moran, Town Secretary

TOWN OF ADDISON, TEXAS



COUNTY:

DALLAS

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL :

8

PARCEL 8

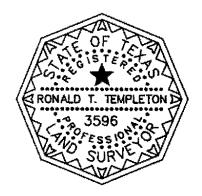
BEING A 0.0057 ACRE TRACT SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF THE WELLINGTON SQUARE ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY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

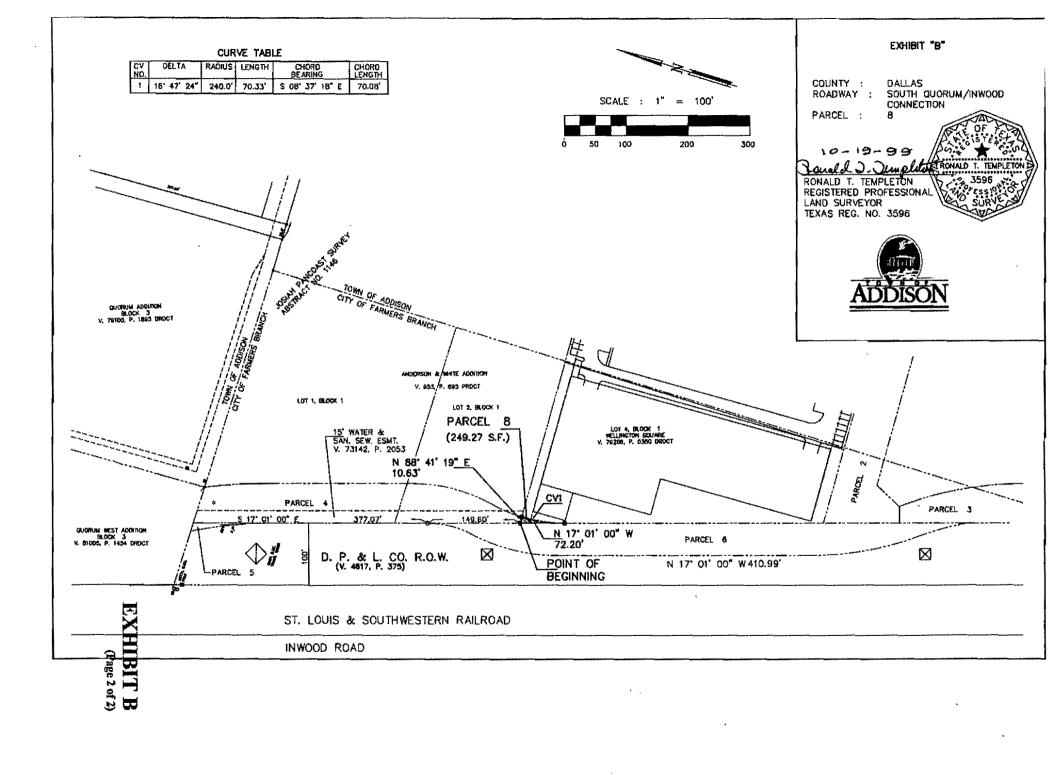


RONALD T. TEMPLETON 10-19-99
REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 3596

EXHIBIT B

(Page 1 of 2)



SPECIAL WARRANTY DEED

THE STATE OF TEXAS	Ş	1039/ ATT	Larry to take	iitat bbiamere tu at.
COUNTY OF	§ KI	AOM WIT	MENBI I	HESE PRESENTS THAT:
		, a		(hereinafter called \$10.00) and other valuable
"Grantor"), for and in consideration paid to Grante	deration of the	ne sum of	Ten Dollars (\$10.00) and other valuable
the State of Texas (hereinaf	ber called "G	rantee"), ti	he receipt and	a municipal corporation of a sufficiency of which are hereby
acknowledged, does hereby	GRANT, SI	ELL, CON	VEY, ASSIC	SN, DEDICATE and DELIVER t
				o and made a part hereof, together or property affixed thereto, subject
				ty as the same appear of record,
but only to the extent they a	re still in eff	ect (herein	after called t	he "Permitted Encumbrances").
TO HAVE AND TO	HOLD the	herein des	cribed proper	cty, together with all and singular
the rights and appurtenance:	s thereto in a	nywise be	longing unto	Grantee, its successors and
		-		cessors to warrant and forever essors and assigns against every
	y claiming, c	or to claim	the same, or	any part thereof by, through or
IN WITNESS WHE			ecuted by Gr	antor on this day of
The address of				
Grantee is:				
		By:		
, Техаѕ				
			Title:	

THE STATE OF TEXAS	<u> </u>		, s . s	
COUNTY OF	- §			
This instrument v		ed before me on	, 19_	, by
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	•			
		Notary Public,	State of Texas	
		(printed nan	ne)	
My commission expires:				

EXHIBIT A

Description of Property

Part of C

TEMPORARY CONSTRUCTION EASEMENT

Production of Productions

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

WHEREAS, The Prudential Insurance Company of America, a New Jersey corporation ("Grantor"), is the Owner of that certain tract of land described in Exhibit A attached hereto (the "Prudential Property") and made a part hereof for all purposes, which includes the tract of land (the "Easement Area") shown in Exhibit B attached hereto and made a part hereof for all purposes (the Easement Area being adjacent on the north side of that tract of land shown as Segment "A" on Exhibit C, the said Segment "A" being described as "Parcel 1" on Exhibit D); and

WHEREAS, the Town of Addison, Texas ("Grantee") is constructing a public street adjacent to the Easement Area and in connection therewith, Grantee shall construct a driveway to provide access from the Prudential Property to the public street; and

WHEREAS, in connection with the construction of the driveway, it is necessary to provide for a temporary construction easement over and across the Easement Area.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents Grant, Bargain, Sell and Convey unto Grantee, a temporary construction easement and right to pass over, across and under the Easement Area for the purposes set forth below.

The temporary construction easement shall only be used by Grantee in connection with the construction of a driveway to provide access to and from Grantor's Property and the public street. Grantee shall indemnify, defend and hold harmless Grantor, its agents, representatives, employees, successors and assigns from and against any and all liability, demands, damages, losses, and costs (including reasonable attorney's fees) arising in whole or in part from Grantee's use of the Easement Area.

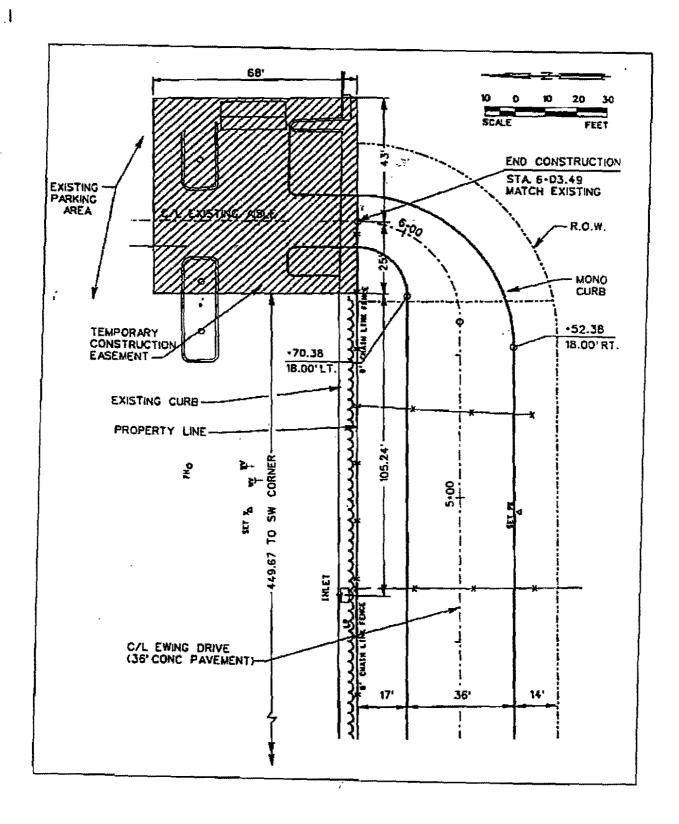
Nothing herein shall permit any claim, lien or other encumbrance arising from any work any party performs or causes to be performed on the Easement Area to accrue against or attach to the fee simple interests of Grantor in the Easement Area.

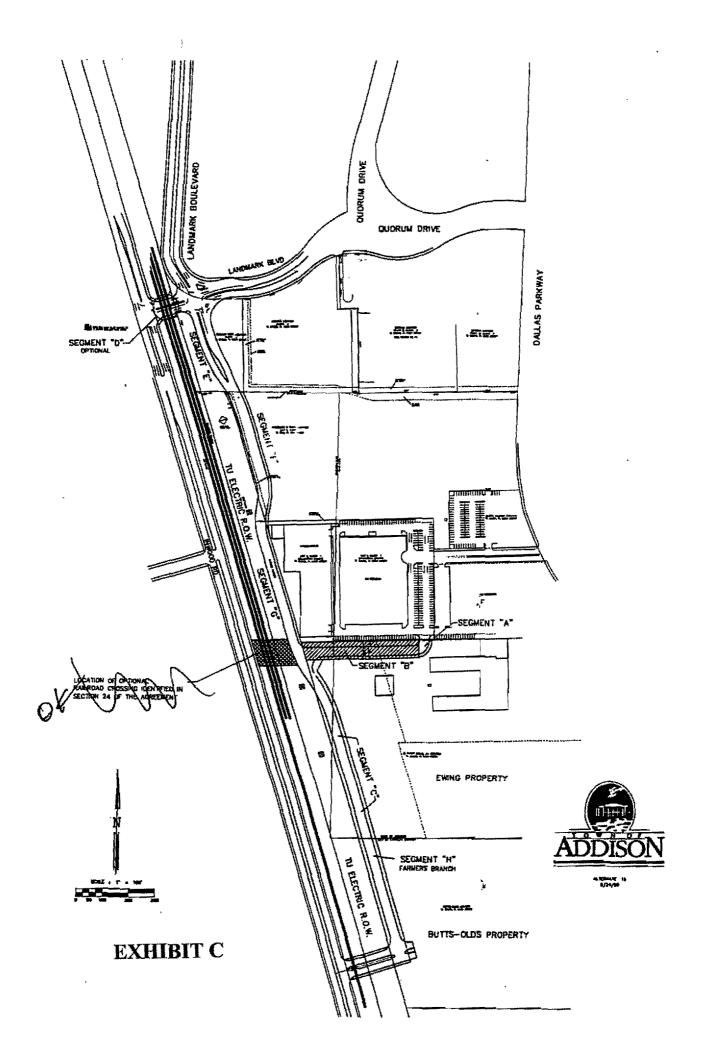
This easement shall automatically expire on the completion of construction of the driveway.

TO HAVE AND TO HOLD unto the Town of Addison, Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement over the Easement Area described above; but it is distinctly understood and agreed that, except for the representation and warranty that Grantor is the owner of the Easement Area and has full power and authority to convey this easement, this easement is made and accepted without covenants or warranties of

connection

any kind, either express or implied, statu covenants set forth in Tex. Prop. Code Ann	story or otherwise, including but not limited to the . Section 5.203.
IN WITNESS WHEREOF, this i	instrument is executed on this the day of
	The Prudential Insurance Company of America
	By:
•	Name:
STATE OF TEXAS § COUNTY OF DALLAS §	•
This instrument was acknown	owledged before me by,
of The Prudentia	l Insurance Company of America, a New Jersey
corporation, on behalf of said corporation o	n the, 2000.
My Commission Expires:	Notary Public, State of Texas Printed Name:





COUNTY

DALLAS

ROADWAY

SOUTH QUORUM/INWOOD CONNECTION

PARCEL :

1

PARCEL 1

BEING A 0.0578 ACRE TRACT OF LAND SITUATED IN THE TOWN OF ADDISON, 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 PART OF THE TRACT OF LAND CONVEYED TO EWING B JV ACCORDING TO THE DEED RECORDED IN VOLUME 89052 PAGE 3292, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF INTERNATIONAL PARKWAY (64' R.O.W.) AND THE EAST LINE OF A 100-FOOT D. P. & L. CO. R.O.W. (VOLUME 4633; PAGE 308 DRDCT) SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK B OF INTERNATIONAL PLACE AS RECORDED IN VOLUME 98097, PAGE 0079, DRDCT;

THENCE ALONG THE EAST LINE OF SAID D. P. & L. CO. R.O.W. NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST (CALLED 17 DEGREES 03 MINUTES 06 SECONDS WEST PER PLAT) A DISTANCE OF 1201.73 FEET TO AN IRON ROD SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT NO. 1 (ONE) 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 ALONG THE NORTH LINE OF SAID S. FINLEY EWING, JR. ADDITION NORTH BB DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 451.99 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG SAID NORTH LINE OF S. FINLEY EWING, JR. ADDITION NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 51.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 76 DEGREES 54 MINUTES 19 SECONDS, A RADIUS OF 67.0 FEET, A CHORD BEARING OF SOUTH 37 DEGREES OB MINUTES 29 SECONDS WEST AND A CHORD LENGTH OF 83.33 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 89.93 FEET TO A POINT FOR CORNER:

THENCE NORTH OF DEGREES 18 MINUTES 41 SECONDS WEST A DISTANCE OF 65.26 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 2517.39 SOUARE FEET OR 0.0578 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE WEST LINE OF S. FINLEY EWING, JR. ADDITION AS RECORDED IN VOLUME 73093. PAGE 1346, DEED RECORDS OF DALLAS COUNTY, TEXAS.

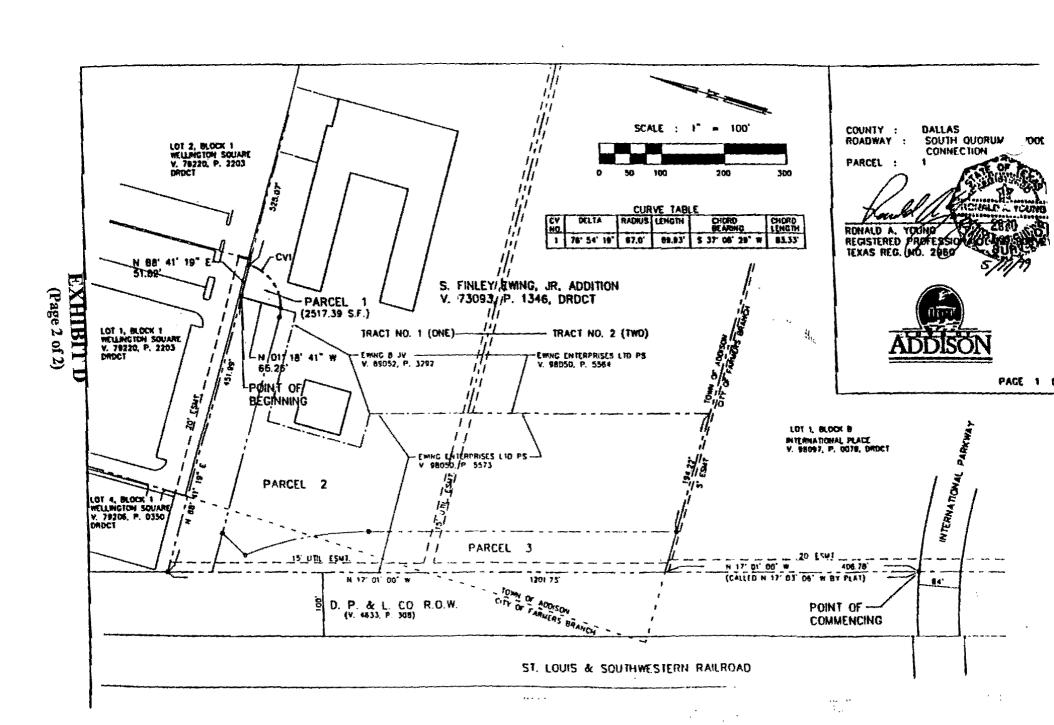
RONALD A. YOUNG

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 2960

EXHIBIT D

(Page 1 of 2)



[KENNEDY WILSON LETTERHEAD]

February _____, 2000

Town of Addison, Texas 5300 Belt Line Road Addison, Texas 75001 Attention: City Manager

Re: Extension of Landmark Boulevard

Ladies and Gentlemen:

This letter confirms the agreement of The Prudential Insurance Company of America, a New Jersey corporation ("Prudential"), the owner of the property located at 14655 Dallas Parkway, Dallas, Texas 75240 (the "Property"), to permit the Town of Addison (the "Town") to install four (4)stop signs, with associated stop bars on the pavement, and to adjust and add "islands" (together, "improvements") on the Property in the locations shown on Exhibit A attached hereto.

Prudential's agreement set forth above is subject to the Town's agreement to indemnify, defend and hold harmless Prudential, its agents, representatives, employees, successor and assigns from and against any and all liability, demands, damages, losses, and costs (including reasonable attorneys' fees) arising during the period of the installation of the improvements in whole or in part from the Town's installation of such improvements.

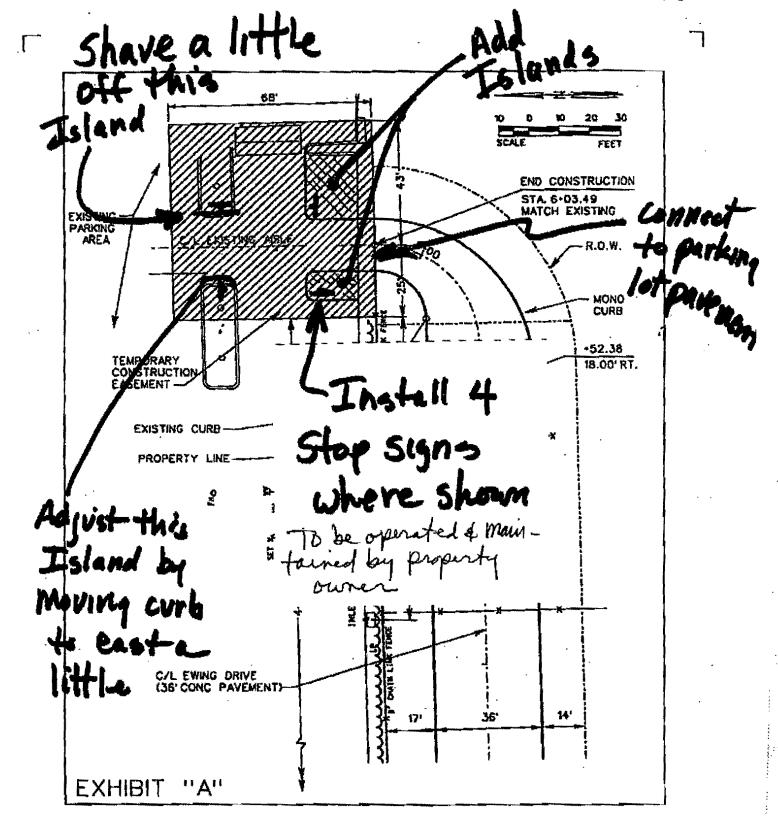
Prudential further agrees, at its sole cost and expense, to maintain the stop signs and stop bars after the stop signs and stop bars have been installed; provided that neither the Town nor Prudential shall be required to replace such signs and bars in the event replacement becomes necessary.

Sandar S If the foregoing accurately reflects the agreements of Prudential and the Town in connection with the matters described above, please evidence the Town's agreement to the terms of this letter, including without limitation, the Town's indemnity obligation set forth herein, by executing this letter in the space set forth below, and returning this letter to the undersigned at _____, Dallas, Texas _____. Sincerely, The Prudential Insurance Company of America, a New Jersey corporation Kennedy Wilson Properties of Texas Ltd., By: Inc., its authorized agent By:_____ Name: Title: Agreed and accepted: Town of Addison, Texas By:_ Ron Whitehead City Manager

JAN-27-00 THU 6:14 PM PARSONS TRANS GROUP

FAX NO. 817 877 3214

P. 2





PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

March 7, 2000

Mr. David B. Curran, Jr.
Regional Managing Director
Kennedy-Wilson Property Services
9400 N. Central Expressway, 5th Floor
Dallas, TX 75231

214-871-6607

Re: Inwood/South Quorum Access - Phase 1, Landmark Extension

Dear Mr. Curran:

This is to transmit one set of the final plans for the above referenced project for your review and approval. As you may know, we have the project out for bid and are making every effort to expedite construction of the project. Therefore, we would like to have your approval, in writing, as soon as possible.

Thank you for your attention to this matter. Please call me at 972-450-2879 if you have any questions.

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

Enclosures

SEND CONFIRMATION REPORT for Town of Addison 9724502834 Feb-16-00 10:06AM

Job	Start Time	Usage	Phone Number or ID	Type	Pages	Mode	Status
769	2/16 10:05AM	0'36"	Cowles & Thompson	Send	2/ 2	EC144	Completed

Total

0'36"

Pages Sent: 2

Pages Printed: 0

To Shuttell from Sin later

Cowles & Thompson 02/15/2000 4:23: PAGE 3/4 RightFAX

[KENNEDY WILSON LETTERHEAD]

February ____, 2000

Town of Addison, Texas 5300 Belt Line Road Addison, Texas 75001 Attention: City Manager

Re: Extension of Landmark Benjavard

Ladies and Gentlement

This letter confirms the agreement of The Fradential Insurance Company of America, a New Jerkey corporation ("Prudential"), the owner of the property located at 14655 Dallas Parkway, Dallas, Texas 75240 (the "Property"), to permit the Town of Addison (the Town") to install four (4) stop signs on the Property in the locations above on Exhibit A stacked hereby.

Prudential's agreement sof forth above is subject to the Town's agreement to indemnify, defend and hold harmless Prudential, its agents, representatives, employees, successors and seeigns from and against any and all liability, demands, damages, losses, and costs (including reasonable atterneys' fees) arising in whole or in part from the Town's installation of such stop signs.

Frudential further agrees, at its sole cost and expense, to maintain the stop signs after the stop signs have been installed; provided that Prudential shall not be required to replace such signs in the event replacement becomes necessary.

It should be clear that the Town will not replace the seizes. (We are doing the initial instellation as a "favor" to the owner and to sign the project as we thank it should be signed).

John - This should be for the installation only and we Should have no blatility after they are installed.

Cowles & Thompson 02/15/2000 4:23: PAGE 3/4 RightFAX

[KENNEDY WILSON LETTERHEAD]

February , 2000

from Juntiell Juntiere 24-672-2020

Town of Addison, Texas 5300 Belt Line Road Addison, Texas 75001 Attention: City Manager

Re: Extension of Landmark Boulevard

Ladies and Gentlemen:

This letter confirms the agreement of The Prudential Insurance Company of America, a New Jersey corporation ("Prudential"), the owner of the property located at 14655 Dallas Parkway, Dallas, Texas 75240 (the "Property"), to permit the Town of Addison (the "Town") to install four (4) stop signs on the Property in the locations shown on Exhibit A attached hereto.

Prudential's agreement set forth above is subject to the Town's agreement to indemnify, defend and hold harmless Prudential, its agents, representatives, employees, successors and assigns from and against any and all liability, demands, damages, losses, and costs (including reasonable attorneys' fees) arising in whole or in part from the Town's installation of such stop signs.

Prudential further agrees, at its sole cost and expense, to maintain the stop signs after the stop signs have been installed; provided that Prudential shall not be required to replace such signs in the event replacement becomes necessary.

It should be clear that the Town will not replace the signs. (We are doing the initial installation as a "favor" to the owner and to sign the project as we think it should be signed).

John - This should be for the installation only and we Should have no blability after they are installed.

connection with the matters describ of this letter, including without lim	ed about tation, t forth	ets the agreements of Prudential and the Town in ve, please evidence the Town's agreement to the terms the Town's indemnity obligation set forth herein, by below, and returning this letter to the undersigned at
	Since	rely,
		rudential Insurance Company of America, a New y corporation
	Ву:	Kennedy-Wilson Properties of Texas Ltd., Inc., its authorized agent
		Ву:
		Name: Title:
Agreed and Accepted:		1110.
Town of Addison, Texas		
By:Name:		
Title:		
Date:		

RightFAX

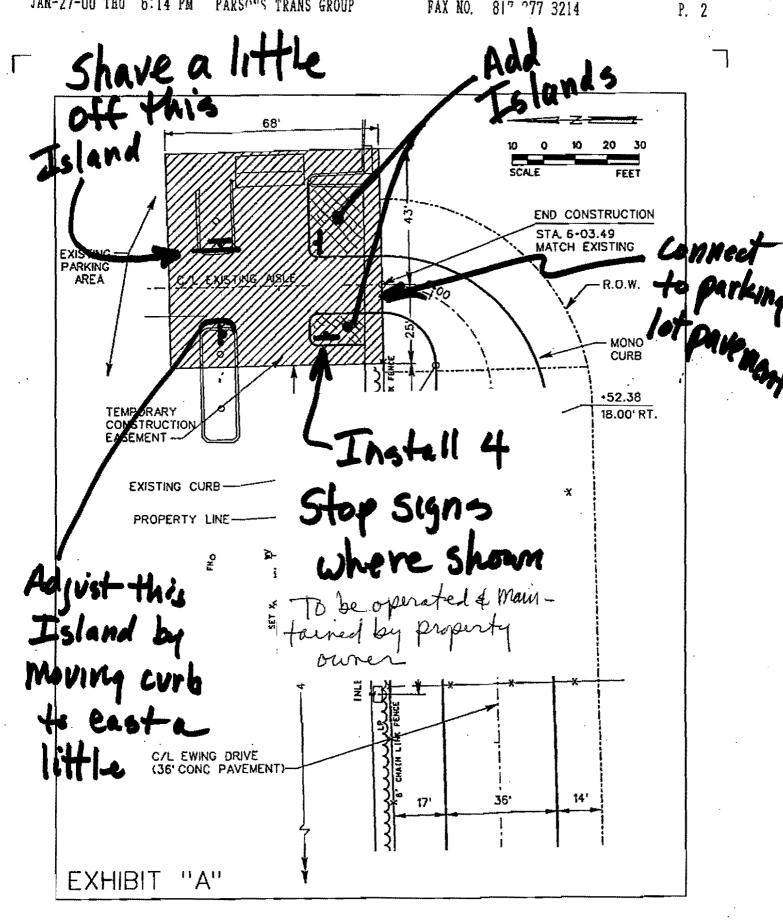
SEND CONFIRMATION REPORT for Town of Addison 9724502834 Feb-14-00 9:50AM

> x(*,*,

Job	Start T	ime	Usage	Phone Numbe	er or ID	Type	Pages	Mode	Status
745	2/14 9	:49AM	0'41"	Cowles &	Thompson	Send	2/2	EC144	Completed

Total 0'41" Pages Sent: 2 Pages Printed: 0

TOWN OF	
ADDISON	PUBLIC WORKS
To: John Hill Company: Corles & Throngson FAX #: 214-672-2020	From: Jim Pierce, P.E. Assistant City Eugineer Phone: 972/450-2879 FAX: 972/450-2834 iplerce@claddbon.tx.as
# of pages (including cover): 2 Re: Inwood/S. Onorum	16801 Westgrove P.O.Box 9010 Addison, TX 75001-9010
Comments: The attached for activities in Basement. These	Sketch details He Temp. Const here been discussed
with and approved by	Sur Curron, From Myr.
P.S. We do need a le to do all this inches taking responsibility of Signs. They will not	





320 S.W. 18th St. Edmond, Oklahoma 73013 (405) 340-3434 • FAX: (405) 340-3435 E-mail: pelco@pelcoinc.com • www.pelcoinc.com

Quality is	SERVICE is
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Signed Jan 7	
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HP LaserJet 3100 Printer/Fax/Copier/Scanner SEND CONFIRMATION REPORT for Town of Addison 9724502834 Jan-31-00 10:12AM

Job	Start Time	Usage	Phone Number or ID	Туре	Pages	Mode	Status
567	1/31 10:11AM	0'55"	Cowles & Thompson	Send	2/ 2	EC144	Completed

Total 0'55"

Pages Sent: 2

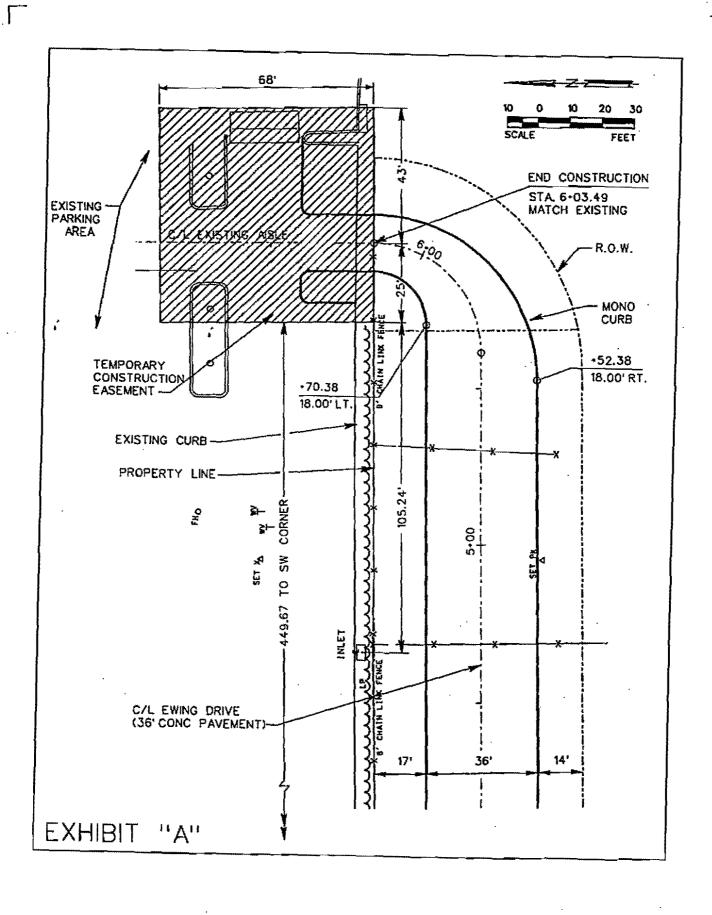
Pages Printed: 0

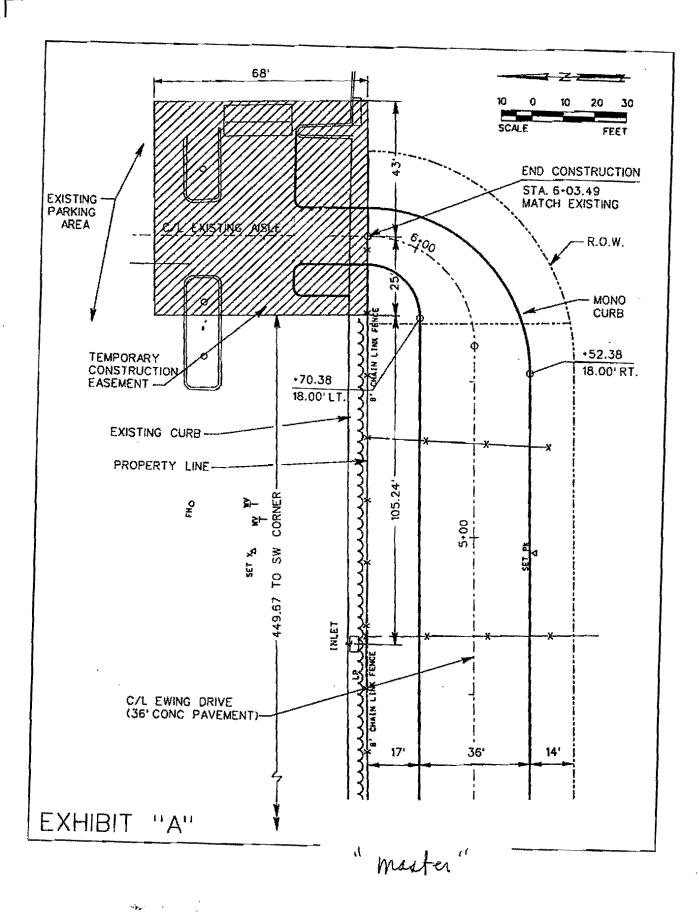
ADDISON	PUBLIC WORKS
To: John Hill Company: Cowles & Thompson	From: Jim Pierce, P.E. Assistant City Engineer Phone: 972/450-2879 FAX: 972/450-2834
PAX#: 214-672-2020 Date: -3 -00	jplerte@cl.addison.tr.us 16801 Westgrove P.O.Box 9010
# of pages (including cover): 2 Re: Inwood/S. Quorum — To and	Addison, TX 75001-9010 Emp Const Easymont Property Acquisition
Original in mail O Per your request	Call me
Comments: Bob Bucherac h	I previously corresponded
noth Susan Coleman Thom re a Temporary Const. End had to be revised for a revised Exhibit A is a up and get us the 7 ALSO - we still	ishe me seen. The tracked Pluse follow tracked Pluse follow temp Court Cesimat.
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ADDISON

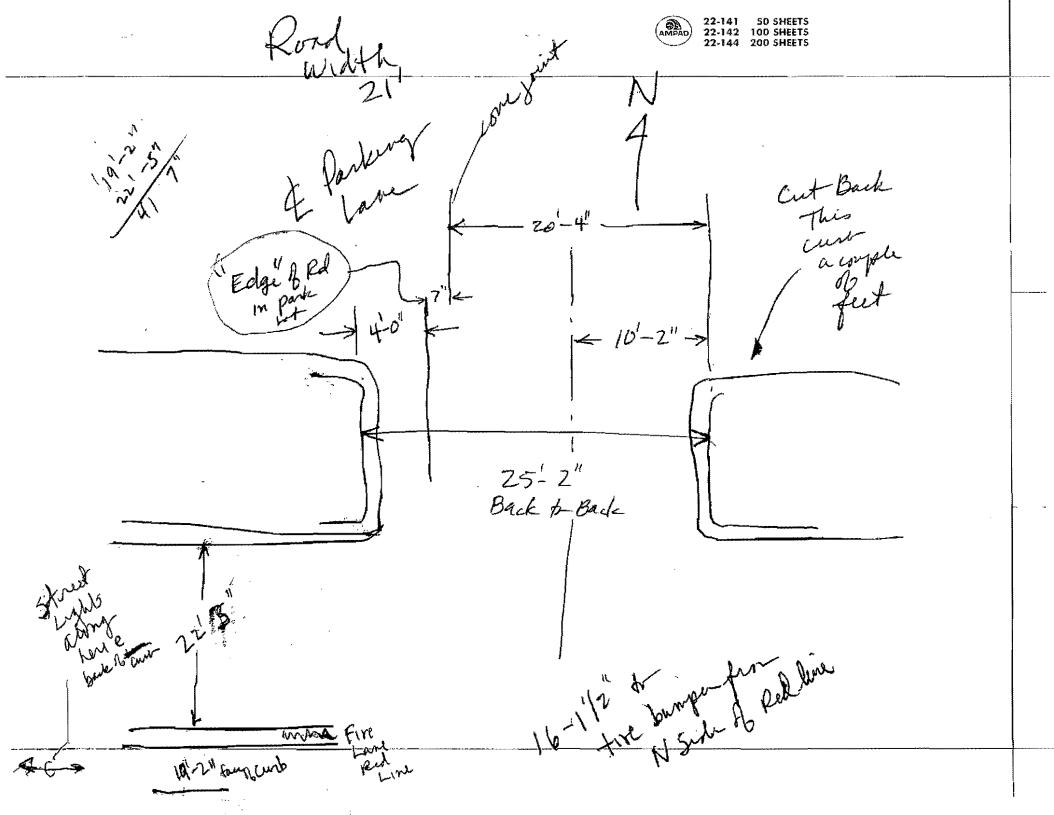
PUBLIC WORKS

To: John Hill .	From: Jim Pierce, P.E.
Company: Cowles & Thompson	
FAX#: 214-672-2020	FAX: 972/450-2834 jpierce@ci.addison.tx.us
Date: 1-31-00	16801 Westgrove
# of pages (including cover): 2	P.O.Box 9010 Addison, TX 75001-9010
Re: Inwood S. Querum - To	emp Const Easement
□ Original in mail □ Per your request	□ FYI □ Call me
Comments: Bob Buchanan ho	I previously corresponded
with Susan Coleman Thom	
re a Temporary Const. Eis had to be revised to i	ement. Exhibit the A
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SEND CONFIRMATION REPORT for Town of Addison 9724502834 Jan-11-00 4:44PM

Job	Start Ti	ime Usa	age Phon	e Numbei	r or	' ID	Type	Pages	Mode	Status
380	1/11 4:	43PM 1'	'09"	817	877	3214	Send	2/ 2	EC 96	Completed

Total 1'09"

Pages Sent: 2

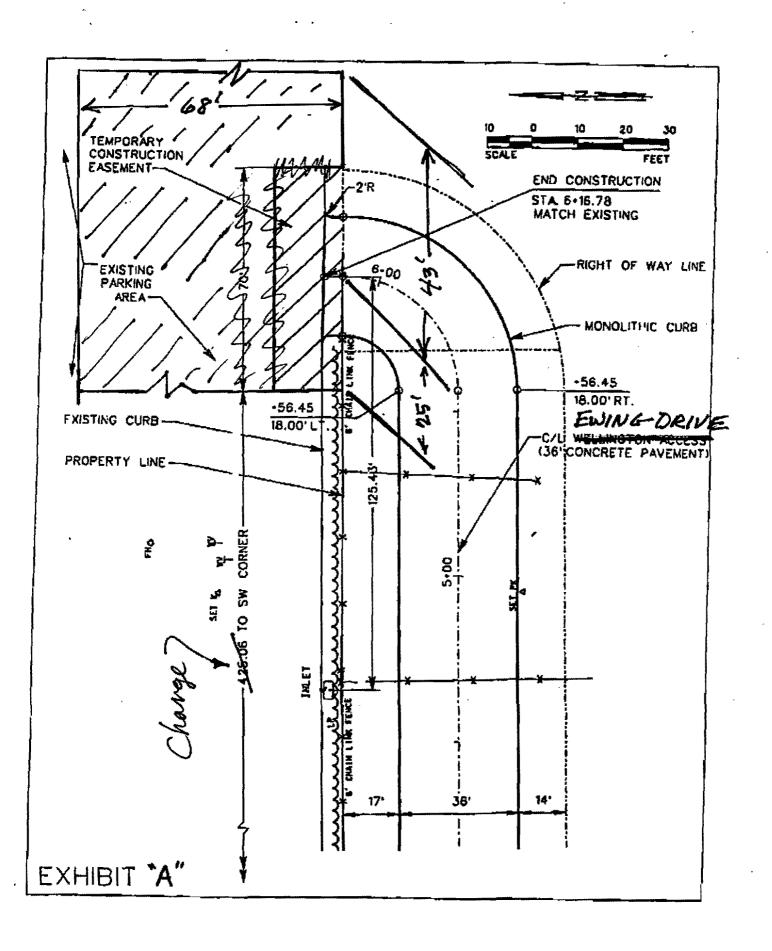
Pages Printed: 0

TOWN OF	
Addison	PUBLIC WORKS
To: fhil Weston	From: Jim Plerce, P.E.
Company: Paramo	Assistant City Engineer Phone: 972/450-2879 FAX: 972/450-2834
FAX#: 1-817-877-3214	jpierce@claddison.tx.us
Date: /-//-00	16801 Westgrove P.O.Box 9010
# of pages (including cover):	Addison, TX 75001-9010
Re: Inword / S. Quoru	~m
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ADDISON

PUBLIC WORKS

To: Phil Weston	From: Jim Pierce, P.E.
Company: Parsens	Assistant City Engineer Phone: 972/450-2879
FAX#: 1-817-877-3214	FAX: 972/450-2834 jpierce@ci.addison.tx.us
Date: /-//-00	16801 Westgrove P.O.Box 9010
# of pages (including cover): 2	Addison, TX 75001-9010
Re: Inwood / S. Quoru	m
☐ Original in mail ☐ Per your requ	
Comments: Phil-Elease	revise Exhibit A,
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Λ · · · · · · · · · · · · · · · · · · ·	we discussed.
The drawing needs	
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Daper. We are goe	ing to the island
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like it struddles H	
were picking up the	field info today.
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Musting with 1-11-00 Ron Romine Bldg Euge 972-233. Dove Curran Pe Inwood/5. Quorum Connection 972-233-3216 The into expot island. 1. Dave agrees with our layout on his projectly I gave him a copy of my sketch for layout that I made on Sheet 10. 2. We looked @ the layout in the field and agreed on the islands and 1 Stop Signs. We deided to trients the episting island on the east Side I requested a letter from Dave Curran righting is to do the work on their Phoperty & install stop signs and they would maintain the Stop Signs & Mirkings. We will put stop bero the Stop Signs as well Dave & fron discussed surproving the exist. speed humps on the approach from the west-up grade from the bolt down Dave agreed to expand the temp const Easent are,

Princeton Connection 1-11-00 measurements of Temp Const. Easement.

SEND CONFIRMATION REPORT for Town of Addison 9724502834 Dec-30-99 2:25PM

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Job	Start	Time	Usage	Phone Number or ID	Туре	Pages	Mode	Status
270	12/30	2:24PM	1'14"	214 871 4644	Send	5/ 5	EC144	Completed

Total 1'14" Pages Sent: 5 Pages Printed: 0

TOWN OF	
ADDISON	PUBLIC WORKS
To: Dave Curran Company: Fults Really FAX #: 214-87/- 4644 Date: 12-30-99 # of pages (including cover): 5	From: Jim Pierce, P.E. Assistant City Engineer Phone: 972/450-2879 FAX: 972/450-2834 ipierce@claddison.tx.us 16801 Westgrove P.O.Box 9010 Addison, TX 75001-9010
Re: Inwood / S. Quonum Cons	•
Re: ANGROS J. Washum Can	reg or
Original in mail Per your reques	n Dri Callme
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the field if you	would like.
<i>y</i> - <i>y</i>	Strán

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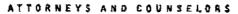
ADDISON

PUBLIC WORKS

To: Dave Curran	From: Jim Pierce, P.E.
Company: Fults Realty	Assistant City Engineer Phone: 972/450-2879
FAX#: 214-87/- 4644	FAX: 972/450-2834 jpierce@ci.addison.tx.us
Date: 12-300-99	16801 Westgrove P.O.Box 9010
# of pages (including cover): 5	
Re: Inwood / S. Querum Con	nection
ℓ	,
☐ Original in mail ☐ Per your requ	rest 🗓 FYI 🗆 Call me
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the field it yo	n would like
	Jan_
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COWLES & THOMPSON

A Professional Corporation





Robert G. Buchanan, Jr. 214.972.2139 BBuchanan@Cowlebthompson.com

December 30, 1999

VIA TELECOPY (1-817-347-1799)

Ms. Susan Coleman Thompson & Knight 801 Cherry Street Fort Worth, Texas 76102

Re:

Right-of-Way dedication by Prudential Insurance Company of America and

Temporary Construction Easement

Dear Susan:

Attached please find a draft of a Temporary Construction Easement for use in connection with the extension of Landmark Boulevard. Please give me your comments to the form of the easement.

The Town's current schedule contemplates that construction of the extension will begin on March 1, 2000. Therefore, we need to finalize the Agreement for dedication by Prudential soon. Please call me with your comments to the Agreement.

Sincerely,

1300 Buch

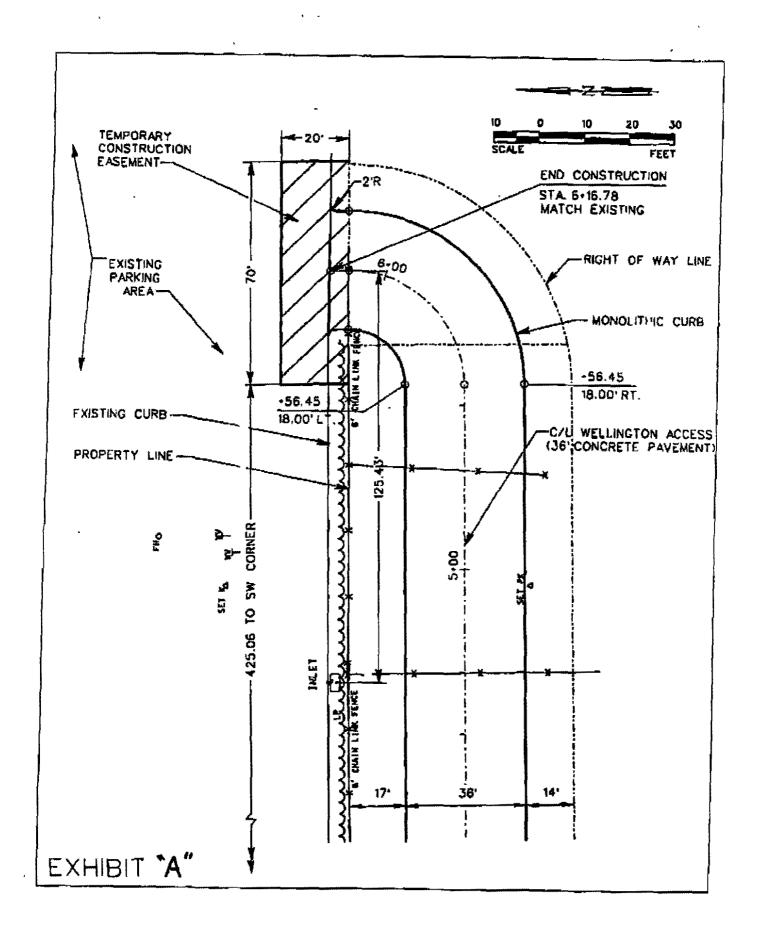
Robert G. Buchanan, Jr.

cc: Jim Pierce, Town of Addison

TEMPORARY CONSTRUCTION EASEMENT

COUNTY OF DALLAS	§ KNOW ALL MEN BY THESE PRESENTS: §
County, Texas, hereinafter of Dollars (\$10.00) and other go of Addison, Texas, the receip presents Grant, Bargain, Se construction easement and riof Grantor's property know Addition to the Town of Addition to the Town of Addition	rance Company of America, a, of Dallas referred to as Grantor, for and in consideration of the sum of Ten cood and valuable consideration to Grantor in hand paid by the Town of and sufficiency of which are hereby acknowledged, does by these cell and Convey unto the Town of Addison, Texas, a temporary ight to pass over, along and across a portion (the "Easement Area") in as part of the Wellington Square Addition (the "Property"), and dison, as recorded in Volume 79206, Page 350 of the Plat Records Easement Area being more particularly described as follows:
Easement Area depic	ached hereto and incorporated herein by reference. The ted on Exhibit "A" runs along the south boundary line of the 425.06 feet from the southwest corner of Lot 4, Block 1 of e Addition.
the construction of a drivewer street. Grantee shall indemi- employees, successors and a	ruction easement shall only be used by Grantee in connection with ay to provide access to and from Grantor's Property and the public nify, defend and hold harmless Grantor, its agents, representatives, assigns from and against any and all liability, demands, damages, easonable attorney's fees) arising in whole or in part from Grantee's
This easement shall a construction of the driveway;	automatically expire on the earlier to occur of: (1) completion of and (2) August 31, 2000.
	HOLD unto the Town of Addison, Texas as aforesaid, for the as set forth hereinabove, the Easement Area described above.
IN WITNESS WHE	REOF, this instrument is executed on this the day of 00.
	Prudential Insurance Company of America
	By: Name: Title:

	NTY O	F DALLAS	9 69						
	This	instrument	was	acknowledged	before	me	by		
<u></u>		of F	Prudentia	al Insurance Com	pany of Ar	nerica,	a		
on behalf of said or			on the	lay of			, 2000.		
My Commission Expires:					Notary Public, State of Texas Printed Name:				
My C	omm(ss)	on expires:		F	rinted Nar	ne:			



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COWLES & THOMPSON



ATTORNEYS AND COUNSELORS

FACSIN	WILE COVER PAGE
DATE: 12-30-99	TIME:
	SES (including this sheet):
	CLIENT/MATTER #: 3195-25211
0: (1) <u>5 wan Coleman</u>	FAX: 1-817-347-1799
(2) Jim Pierce	FAX: <u>172-450-2837</u>
(3)	FAX:
,	DIRECT DIAL #: (214) 672- <u>2139</u>
PLEASE	PROBLEMS WITH THIS TRANSMISSION, CALL OUR SERVICE CENTER AT (214) 872
A1 (214) 0/2-2000 OF	
	Thank You.

IMPORTANT/CONFIDENTIAL: This message is intended only for the use of the individual or entity to which it is addressed. This message contains information from the law firm of Cowles & Thompson which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee, or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please notify us immediately at our telephone number 214.672,2000. We will be heppy to arrange for the return of this message to us, via the United States Postal Service, at no cost to you.

HP LaserJet 3100 Printer/Fax/Copier/Scanner SEND CONFIRMATION REPORT for Town of Addison 9724502834 Dec-29-99 5:14PM

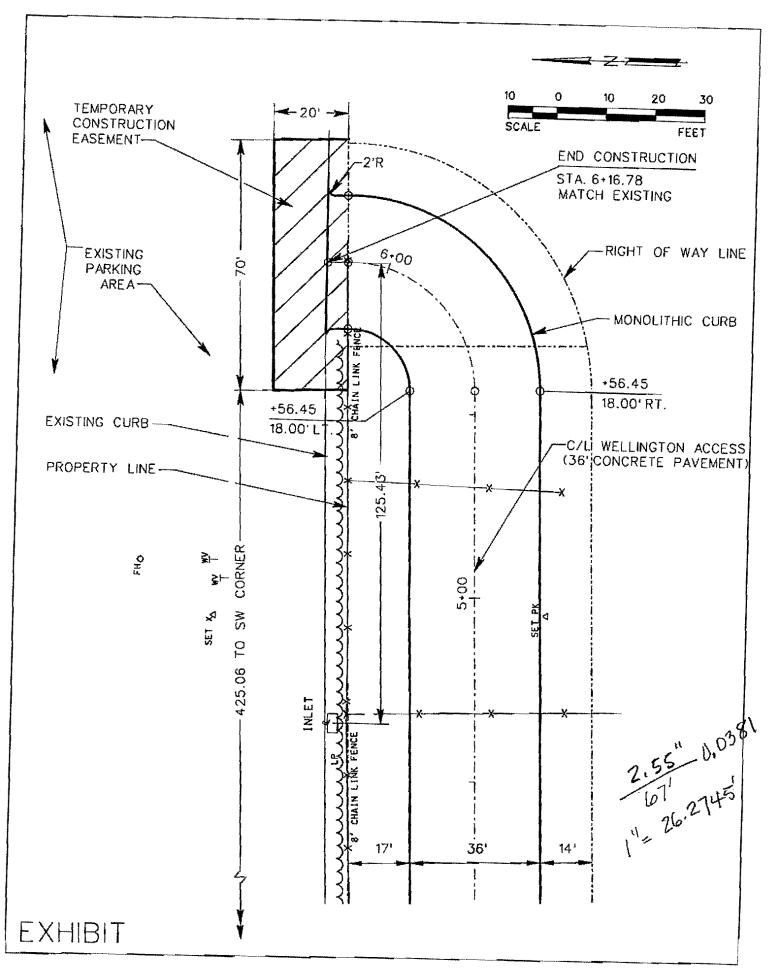
Job	Start Time	Usage	Phone Number or ID	Туре	Pages	Mode	Status
263	12/29 5:14PM	0'41"	Cowles & Thompson	Send	2/ 2	EC144	Completed

Total 0'41"

Pages Sent: 2

Pages Printed: 0

TOWN OF			.4
ADDISON	PUBLIC V	ORKS	
To: Boh Bulanan Company: Corles & Thompson FAX #: 214-672-2339	Assistant Phone: 9' FAX: 97	ce, P.E. City Engineer 72/450-2879 72/450-2834 addison.tx.us	
Date: 12-24-99 # of pages (including cover): 2-	16801 We P.O.Box 5 Addison.		
Re: Inwood/S. Quorum			Essemen
☐ Original in mail ☐ Per your request		☐ Call me	
Please give me.	e call.	r	<u>-</u> - -
41141414	Jun	***************************************	<u> </u>
			_ _ _



Job	Start Time	Usage	Phone Number or ID	Туре	Pages	Mode	Status
240	12/27 2:22PM	0'38"	817 877 3214	Send	1/ 1	EC 96	Completed

Total

0'38"

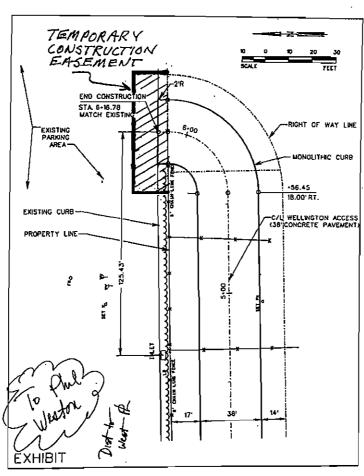
Pages Sent: 1

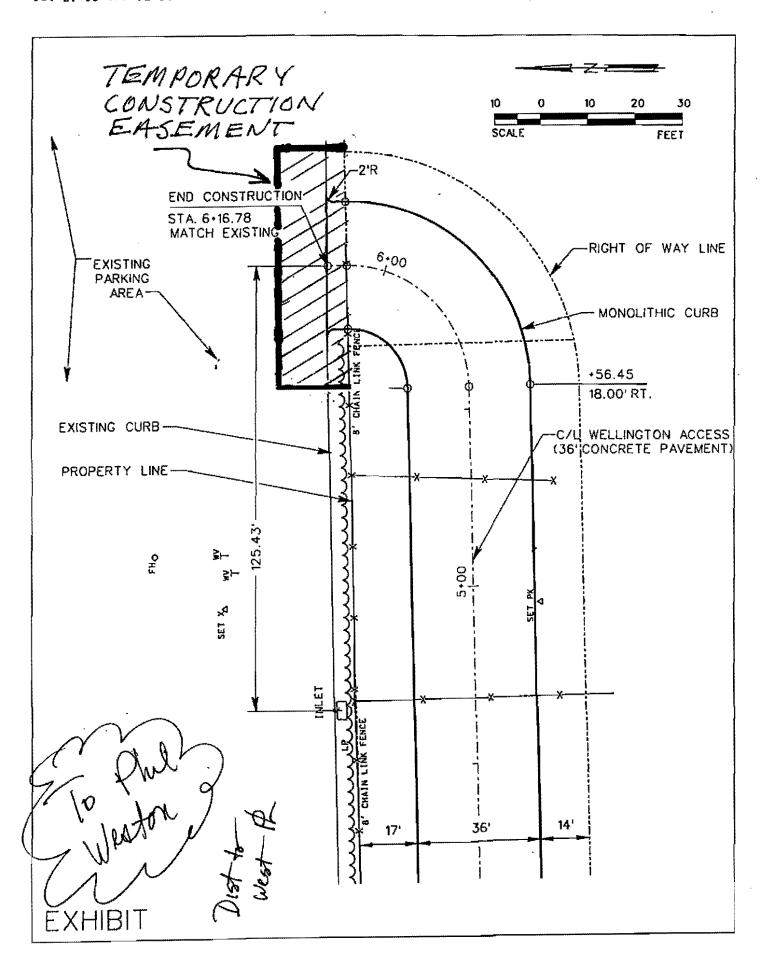
Pages Printed: 0

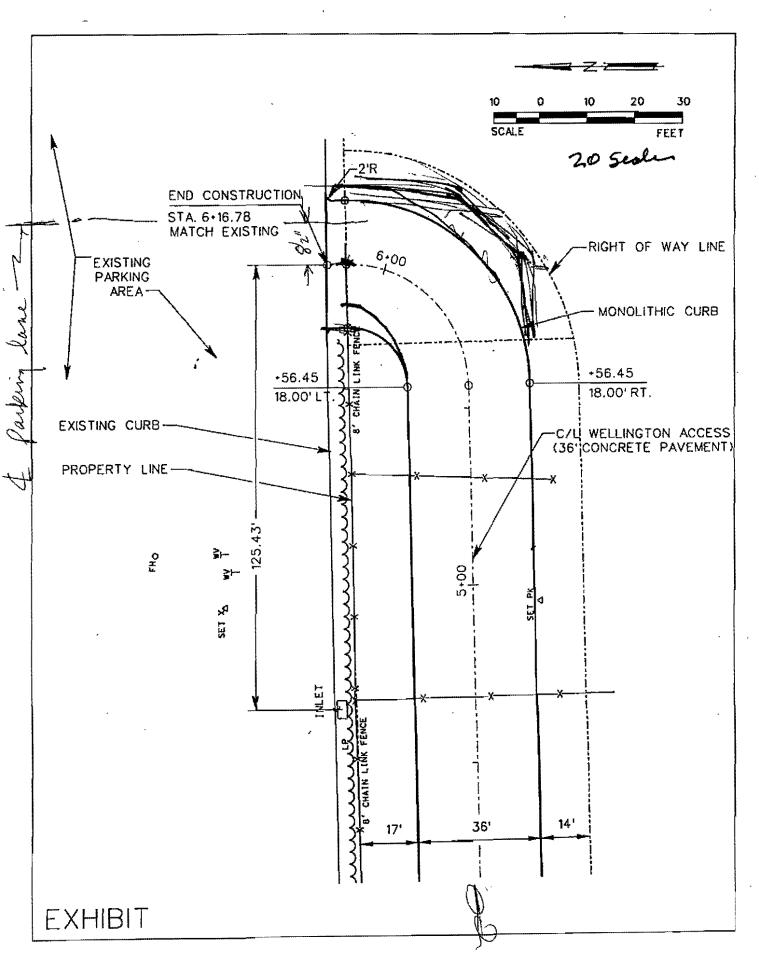
DEC-21-99 TUE 12:54 PM PARSONS TRANS GROUP

FAI NO. 817 877 3214

7. 2







Job	Start	Time	Usage	Phone Number or ID	Туре	Pages	Mode	Status
220	12/21	2:54PM	0'35"	Cowles & Thompsor	Send	2/ 2	EC144	Completed

Total 0'35"

Pages Sent: 2 Pages Printed: 0

TOWN OF	Faxed .
Addison	PUBLIC WORKS
To: Bob Buchanan Company: Cowles of Thompson FAX #: 214-672-2339 Date: 12-21-99 # of pages (including cover): 2 Re: Inwood/S. Quorum	From: Jim Pierce, P.E. Assistant City Engineer Phone: 972/450-2879 FAX: 972/450-2834 iplerce@claddison.tr.us 16801 Westgrove P.O.Box 9010 Addison, TX 75001-9010 Welling fon Temp. Easement
Comments: Lets try the atta temp. Const. easement with Susan Coleman wit Curran (Fults Routy) For heapy for me.	the sketch for the You should correspond the a copy to Dave
Then	<u>k. </u>
	Jan

SEND CONFIRMATION REPORT for Town of Addison 9724502834 Dec-21-99 2:57PM

Job	Start	Time	Usage	Phone Number or ID	Type	Pages	Mode	Status
1		2:53PM 2:56PM		92146722339 Cowles & Thompson				Remote Fax was Busy 961 Completed

Total

0'23"

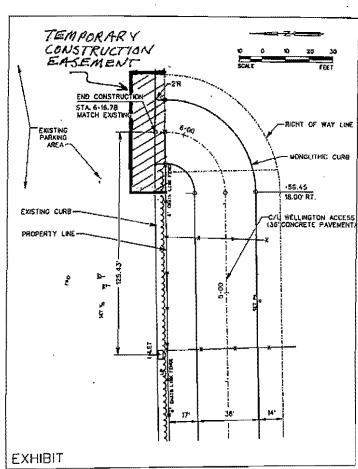
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DEC-21-99 TUB [2:54 PM PARSONS TRANS GROUP

PAY NO. 817 877 3214

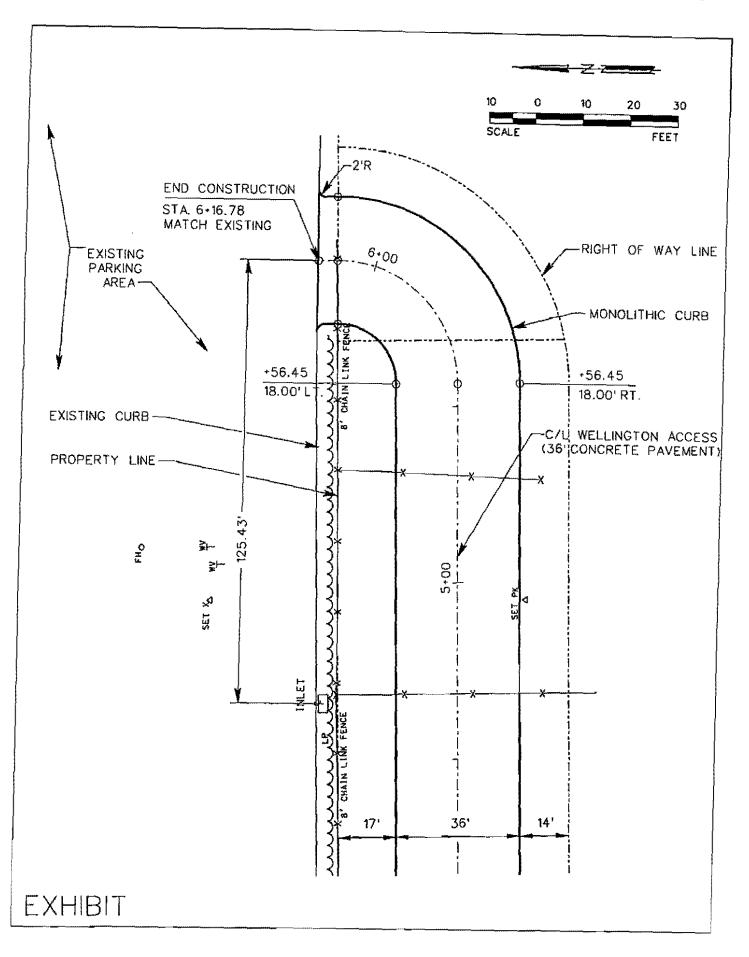
P. 2



ADDISON

PUBLIC WORKS

To: Bob Buchanan	From: Jim Pierce, P.E.
Company: Coules & Thompson	Assistant City Engineer Phone: 972/450-2879
FAX#: 214-672-2339	FAX: 972/450-2834 jpierce@ci.addison.tx.us
Date: 12-21-99	16801 Westgrove P.O.Box 9010
# of pages (including cover): 2	Addison, TX 75001-9010
Re: Inwood/S. Quorum	Welling ton Temp. Easement
☐ Original in mail ☐ Per your request	☐ FYI ☐ Call me
Comments: Lets try the atta	ched sketch for the
Comments: Lets try the atta temp. const. easement.	You should correspond
with Susan Coleman with	ha copy to Dave
Curran (Fults Realty) Fa	x 214-871-4644 and
a copy for me.	•
Than	k.
· 	
	Jun



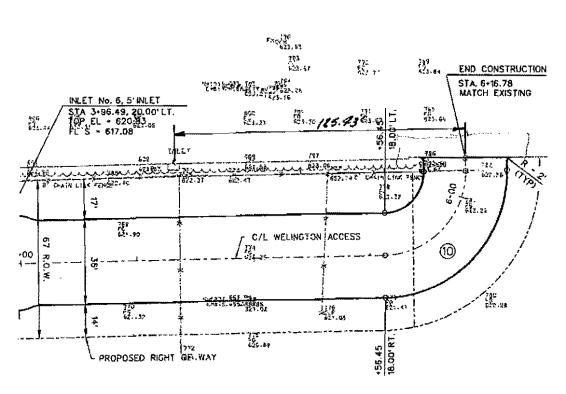
Give me a call if you have questions.

PARSONS TRANSPORTATION GROUP INC.

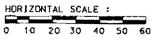
Barton-Aschman Associates, Inc. • A Unit of Parsons Transportation Group Inc. 2630 West Freeway • Suite 132 • Fort Worth • Texas • 76102 USA • (817) 877-5803 • (817) 877-3214 fax

Fax

To:	Jim Pierce	From:	Phil Weston		_	
Fax:	972/450-2834	Pages:	2		-	
Phone	×	Date:	12/17/99		-	
Re:	Quorum/Inwood Connector	GC:	Brian Moen		-	
□ Urg	ent ✓ For Review 🏻 Plea	ase Comment	☐ Please Reply	☐ Please Recycle		
• Con	nments:		-			
Here's	a sketch of where the Wellington A	ccess Road meet	s the existing parking	Jarea: 🐎	e	







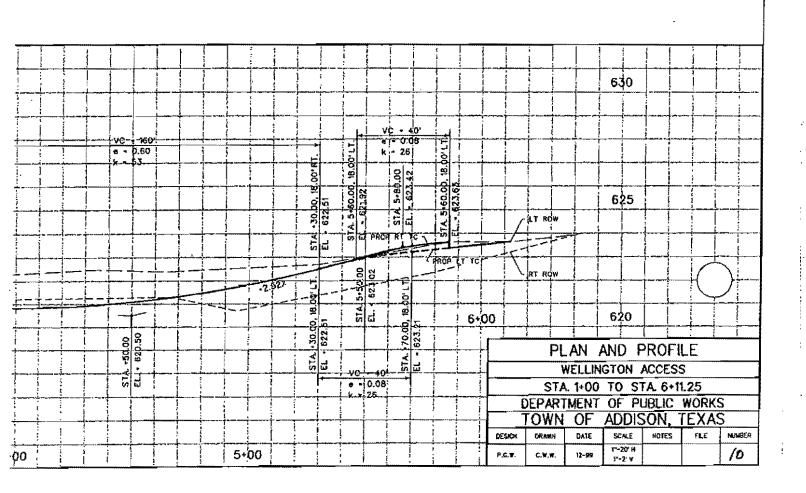


CURVE DATA

CURVE	B	®	
DELTA	19.9484	90.0000	
R	482.00	35.00	
L	167.8160	54.9779	
r	84.7660	35,0000	
CHORD	166,9697	49,4975	

90% REVIEW

This document is released 12/13/99 for the purpose of review only under the outhority of Philip G. Weston, P.E. 54049. It is not to be used for any other purpose,



PARSONS TRANSPORTATION GROUP INC.

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

Fax

To:	Jim	Pierce	From:	Phil Weston	
Fax:	972	/ 450 - 2834	Pages:	: 2	
Phone	:		Date:	12/15/99	
Re:	Wel	lington Access Road	ÇG:		
□ Urg	ent	✓ For Review	☐ Please Comment	☐ Please Reply	☐ Please Recycle
f					**************************************

Comments:

Here's a start on an exhibit for your agreement with the Wellingoth property. Please review it first for what the connection to the parking area actually should look like.

Make comments and we'll revise as needed.

Hul

Jim Pierce

From:

John Baumgartner

Sent:

Wednesday, December 08, 1999 3:30 PM

To:

Jim Pierce

Subject:

FW: Inwood/S. Quorum

Jim,

This should be part of the easement/right-of-way agreement. What did he propose and what do you recommend? Why don't you call me or come see me.

Thank you,

John

----Original Message----

From: Jim Pierce

Sent: Tuesday, December 07, 1999 10:24 AM

To: John Baumgartner

Subject:

Inwood/S. Quorum

Dave Curran of Fults Realty (Princeton Building) has asked that we prepare an agreement that will allow us to construct the roadway connection to and on their property, speak to maintence, etc. Please think about that and lets plan to discuss soon. Do you want Bob Buchanan involved?

Jim Pierce, P.E. Assistant City Engineer PO Box 9010 Addison, TX 75001-9010 972-450-2879

Jim Pierce

From: Sent:

BUCHANAN, BOB [bbuchanan@cowlesthompson.com] Tuesday, November 23, 1999 3:39 PM Jim Pierce (E-mail) Wellington Square

To: Subject:

Dear Jim:

I spoke to Prudential's attorney, Susan Coleman. She said she would comments for me early next week. If she doesn't call by Tuesday, I will start calling her again on Wednesday. I will keep you advised.

Sincerely,

Bob Buchanan



				ATTENTIO	N	
ublic Work 5801 Westgro Idison, Texas Iephone: (214	ve • P.O. Bo 75001	x 144	14) 931-6643	RE:	Inwood/.	S. Quorum Project
Bob Cowl	Bucha Les &	nan Thom	pan			
*				<u> </u>	***************************************	
ENTLEMA! WE ARE		· VOII	Attached	□ Linder sens	irate cover via	the following items:
WE ARE SENDING YOU ☐ Shop Drawings			☐ Prints	-	☐ Samples	
☐ Copy of letter			☐ Change order			·
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☐ For app	roval		☐ Approved as submi	itted	☐ Resubmit	copies for approval
For you	r use		☐ Approved as noted		☐ Submit	copies for distribution
☐ As requ	ested		☐ Returned for correct	ctions	☐ Return	corrected prints
☐ For revi	ew and con	nment		(414)		
☐ FOR BI	DS DUE _			9	☐ PRINTS RETU	JRNED AFTER LOAN TO US
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LETTER OF TRANSMITTAL

10-20-99

JOB NO.

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

FXHIBIT "A"

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.

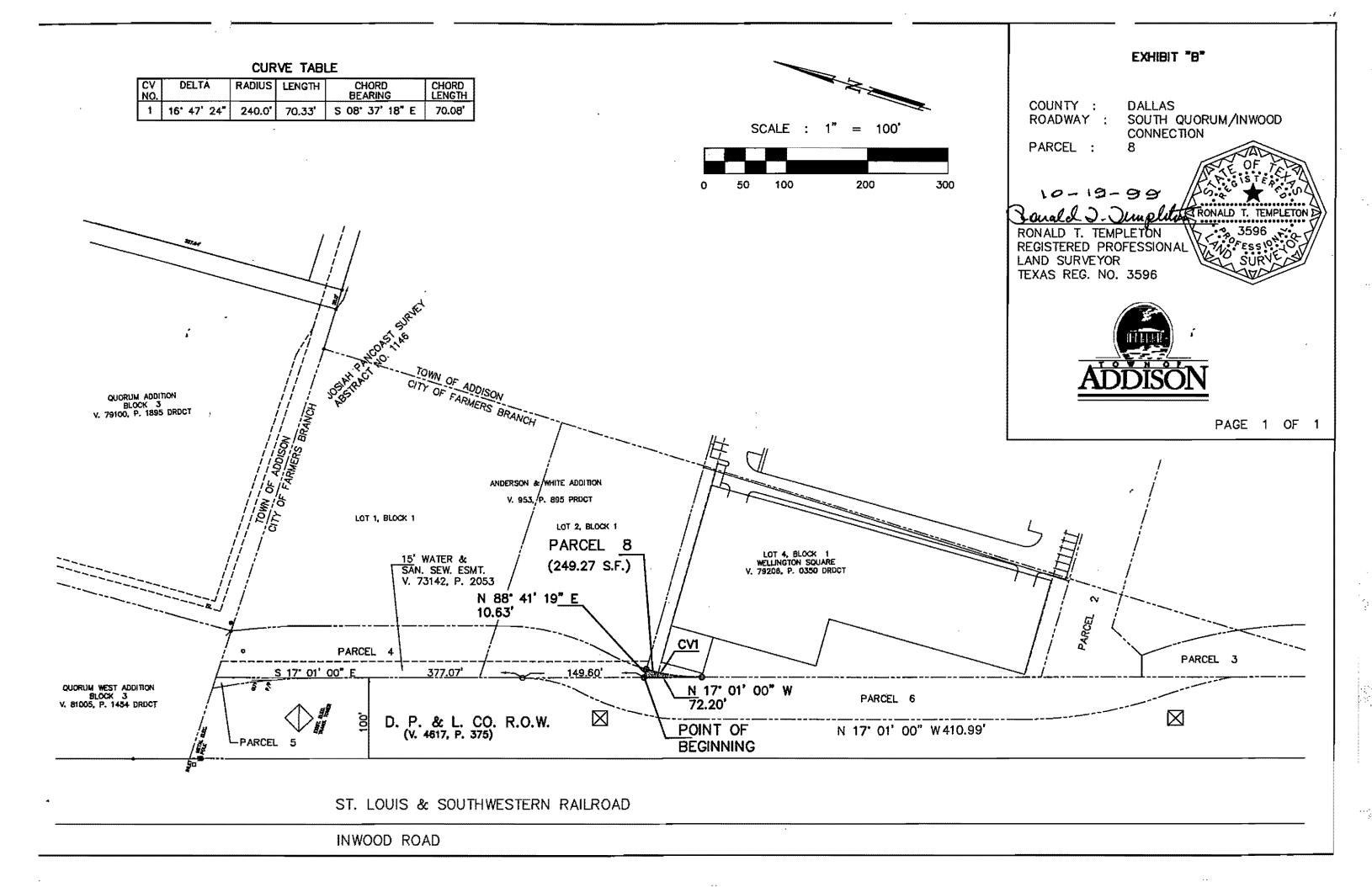


RONALD T. TEMPLETON

10-19-99

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 3596



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

October 20, 1999

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

Subject:

Quorum / Inwood Connector

Right of Way Documents

Dear Jim,

Enclosed for your review are the signed plat and legal description for Parcel 8 for the Quorum / Inwood Connector. As we have discussed, this is a small parcel from the northwest corner of the Wellington property.

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\oity addison\643314\add_1020.doc

Wellington Plat has
been chicked and is
ready for Servyors
Signatur. Surveyor
works out of Houston
This and he is not
in office and he is not
spline up - get it
Signif and back to me

Discussed with Bot. He will make correction, and send a druft to Susan Coleman Foday

STATE OF TEXAS

COUNTY OF DALLAS

9999

AGREEMENT

Call Bob Bucharan

THIS AGREEMENT is entered into this _____ day of _______,1999
(the "Effective Date") by and between the Town of Addison, Texas (the "Town") and Prudential Insurance Company of America ("Prudential").

RECITALS:

- 2. As set forth in the Town's Thoroughfare Plan, the Town anticipates and is in the process of acquiring right-of-way for the purpose of extending Landmark Boulevard in a southerly direction to serve the Princeton and Wellington buildings. A copy of the Town's site plan for the extension of Landmark Boulevard is attached hereto as Exhibit "A".
- 2. Prudential owns a tract of land (the "Right-of-Way") located primarily in the Town and which is more particularly described in Exhibit "B" attached hereto.
- 3. Prudential desires to dedicate the a portion of the Right-of-Way to facilitate the extension of Landmark Boulevard by the Town.

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

- Section 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.
- Section 2. <u>Dedication of Land</u>. Prudential agrees to dedicate to the Town the thatportion of the Right-of-Way described in Exhibit "attached hereto (the "Right-of-Way"). The
 conveyance of the Right-of-Way shall be by special warranty deed. Prudential shall convey

/ `?

Need 2 prigings

indefeasible fee simple title to the Right-of-Way, subject only to recorded and validly existing public utility easements.

- A. Title Commitment. The Town, at its expense, may obtain a commitment for title insurance (the "Title Commitment") for the Right-of-Way issued by Hexter-Fair Title Company, 8333 Douglas Avenue, Suite 130, Dallas, Texas 75225 (the "Title Company"), along with copies of the instruments that create or evidence all title exceptions thereto.
- **B.** Survey. Should the Town desire to obtain a survey of the Right-of-Way, such survey shall be at the Town's sole expense.
- C. Title Policy. The Town, at it's sole cost and expense, shall have the right to obtain a standard Texas owner's policy of title insurance (the "Title Policy") insuring title to the Right-of-Way. Prudential shall not be required to pay for any expenses in connection with the Title Policy or in issuing the Title Commitment.
- Section 3. Road Construction. The Town will cause the street improvements in the Right-of-Way to be constructed in accordance with the specifications of the applicable municipal authorities, in order that such authorities will accept dedication of such improvements.
- Section 4. Representations and Warranties of the Town. The Town represents and warrants to Prudential as follows:
- A. Organization. The Town is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.
- B. Power and Authority. The Town 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 the Town. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the charter of the Town, or any provision of any agreement or instrument to which the Town is a party or by which the Town is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to the Town.

- C. Binding Obligation. This Agreement has been duly executed and delivered on behalf of the Town. This Agreement constitutes a legal, valid, and binding obligation of the Town.
- D. Validity at Closing. The representations and warranties of the Town shall be true on the date of the Closing.
- Section 5. Representations and Warranties of Prudential. Prudential represents and warrants to the Town the following:
- A. Organization. Prudential is a _______, duly organized and validly existing under the laws of the State of ______.
- B. Power and Authority. Prudential 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 will not violate or be in conflict with any provision of the organizational documents of Prudential, or any provision of any agreement or instrument to which Prudential is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Prudential.
- C. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Prudential. This Agreement constitutes a legal, valid, and binding obligation of Prudential.

- D. Legal Actions. No suit, action or other proceeding, including, without limitation, a condemnation or similar proceeding or assessment, is pending or threatened in any court or governmental agency against all or any part of the Right-of-Way.
- E. Validity at Closing. The representations and warranties of Prudential shall be true on the date of the Closing.
- Section 6. Conditions to the Town's Obligations at Closing. The obligations of the Town at the Closing are subject to the satisfaction of the following conditions:
- A. All representations and warranties of Prudential in this Agreement shall be true in all material respects; and
- **B.** Prudential shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.
- Section 7. Conditions to Prudential's Obligations at Closing. The obligations of Prudential at Closing are subject to the satisfaction of the following conditions:
- A. All representations and warranties of the Town in this Agreement shall be true in all material respects; and
- **B.** The Town shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.
- Section 8. <u>Date of Closing</u>. Subject to the satisfaction of the conditions of Sections 6 and 7, the closing ("Closing") shall occur on 60 days advance written notice from the Town, but in no event later than December 31, 2000.
- Section 9. Place of Closing. The Closing shall be held at the offices of the Title Company.

Section 10. Obligations at Closing. At Closing, Prudential shall deliver to the

Town: (1) a duly executed and acknowledged special warranty deed in form acceptable to the

Town's counsel conveying good and indefeasible title in fee simple to the Right-of-Way, free

and clear of any and all liens, encumbrances, conditions, easements, assessments and restrictions

except recorded utility easements; (2) a "Bills Paid Affidavit" on the Title Company's standard

form verifying that there are no unpaid bills or claims for labor performed or materials furnished

to the Right-of-Way prior to the Closing; and (3) reasonable evidence of the authority of

Prudential to consummate the transactions described herein.

Section 11. Entire Agreement and Waiver. This Agreement contains the entire

agreement between the parties covering the subject matter. No modifications or amendments

shall be valid unless in writing and signed by the parties. A right created under this Agreement

may not be waived except in a writing specifically referring to this Agreement and signed by the

party waiving the right.

Section 12. **Notice.** Where the terms of this Agreement require that notice in writing

be provided, such notice shall be deemed delivered upon the hand delivery thereof to the

following address, or upon three (3) days following the deposit of the notice in the United States

mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed

as follows:

To the Town:

To Prudential:

5300 Belt Line Road

Addison, Texas 75001

8 Campus Drive Parsippany, New Jersey 07054

Attn: City Manager

Attn:

With a copy to:

With a copy to:

Robert G. Buchanan, Jr. Cowles & Thompson, P.C. 901 Main Street, Suite 4000 Dallas, Texas 75292 Susan Coleman Thompson & Knight 801 Cherry Street, Suite 1600 Fort Worth, Texas 76102

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

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

Section 14. Successors and Assigns; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. No party shall not assign, transfer or otherwise convey this Agreement to any other person or entity without the prior written consent of the non-transferring parties.

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

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

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

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

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

Section 20. <u>Memorandum of Agreement</u>. The Town shall be entitled to record a memorandum of this Agreement in the Real Property Records of Dallas County, Texas. The Town agrees to execute and record a release of such memorandum in the event that the Closing does not occur as provided above.

Section 21. Town's Right to Terminate. In the event the Town is unable to obtain the agreement of the owners of the property designated as Segments "F" and "G" on Exhibit "P" attached hereto to convey the right-of-way necessary to complete the extension of Landmark Boulevard and the agreement of the City of Farmers Branch allowing the extension, all on terms reasonably satisfactory to the Town, the Town shall have the right to terminate this Agreement if notice of termination is given to Prudential on or before December 31, 1999. In the event the Town gives proper and timely notice of termination pursuant to this Section 21, this Agreement shall terminate and the parties shall have no further obligations or rights hereunder.

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

	TOWN OF ADDISON, TEXAS	PRUDENTIAL OF AMERICA	INSURANCE	COMPANY
By:				
-	Ron Whitehead, City Manager	By:		
		Print Name:		
AT.	ΓEST:	Print Title:		
By:				
_,.	Carmen Moran, Town Secretary	_		



Will Mc Donald fires Den British Namus & address of Hishelle Dan Curran - Met with Pru willing to keep ball movingmeeta briniston with paperwish attorneys join, bang out meeting_ then follow thru with Ruduking Cell dave for meeting

Telecon from 7 10-7-99 Susan Coleman Thompson & Kinght 801 Cherry St Suite 1600 FW TX 76102 817-429-1799 Official address:

The Prindential Jus G. of america 8 Campus Drive Parsippany N.J. 07054

Send Tax Bill A Fults

Send all paperwork on land dedication

ADDISON

Cared

PUBLIC WORKS

To: Bob Buchanan From	: Jim Pierce, P.E.
Company: Cowles & Thompson	Assistant City Engineer Phone: 972/450-2879
FAX #: 214-672-2339	FAX: 972/450-2834 jpierce@ci.addison.tx.us
Date: 10-6-99	16801 Westgrove
# of pages (including cover):/	P.O.Box 9010 Addison, TX 75001-9010
Re: Inwood/S. Quoram - Parcel 8	, Wellington Square
	□ FYI □ Call me
Comments: The official address-	I the Owner is:
Comments: The official address. The Prudential Greenan & Campus Drive	ie Company of america
8 Campus Drive	
Parsinnamy N	JJ 07054
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all conespondence on the	ould go to:
Susan Colem	an
Thompson & k	
801 Cherry St.	treet Suite 1600
Fort Worth	TX 76102
shone met	reet Suite 1600 TX 76102 20-817-429-1799
as soon as I get the s	igned netes & Bounds
d plat I will send it	on. Hopefully this
is everything else you need	1- Jun

s15 CCSPT 1.1 Propert ax Inquiry 10/05 09:5 Prop Addr 14651 DALLAS PKWY AD# 10000936677009900 ct# 02700000006000 Owner PRUDENTIAL INS CO I) Miscellaneous Information Owner Property drl ATTN: PREI Addr 14651 DALLAS PKWY Zip ADDISON, TX 75240-7476 ir2 1201 ELM ST STE 4900 dr3 ir4 this address has Changed we are working on getting the Correct address dr5 DALLAS, TX DALLAS, TX 75270-2104 р # Comments # Delinquent Comments splay? (/ ? PI EX MI LU AR BI CR RF)

EXHIBIT "A"

COUNTY :

DALLAS

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL:

8

PARCEL 8

BEING A 0.0059 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 259.13 SQUARE FEET OR 0.0059 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.

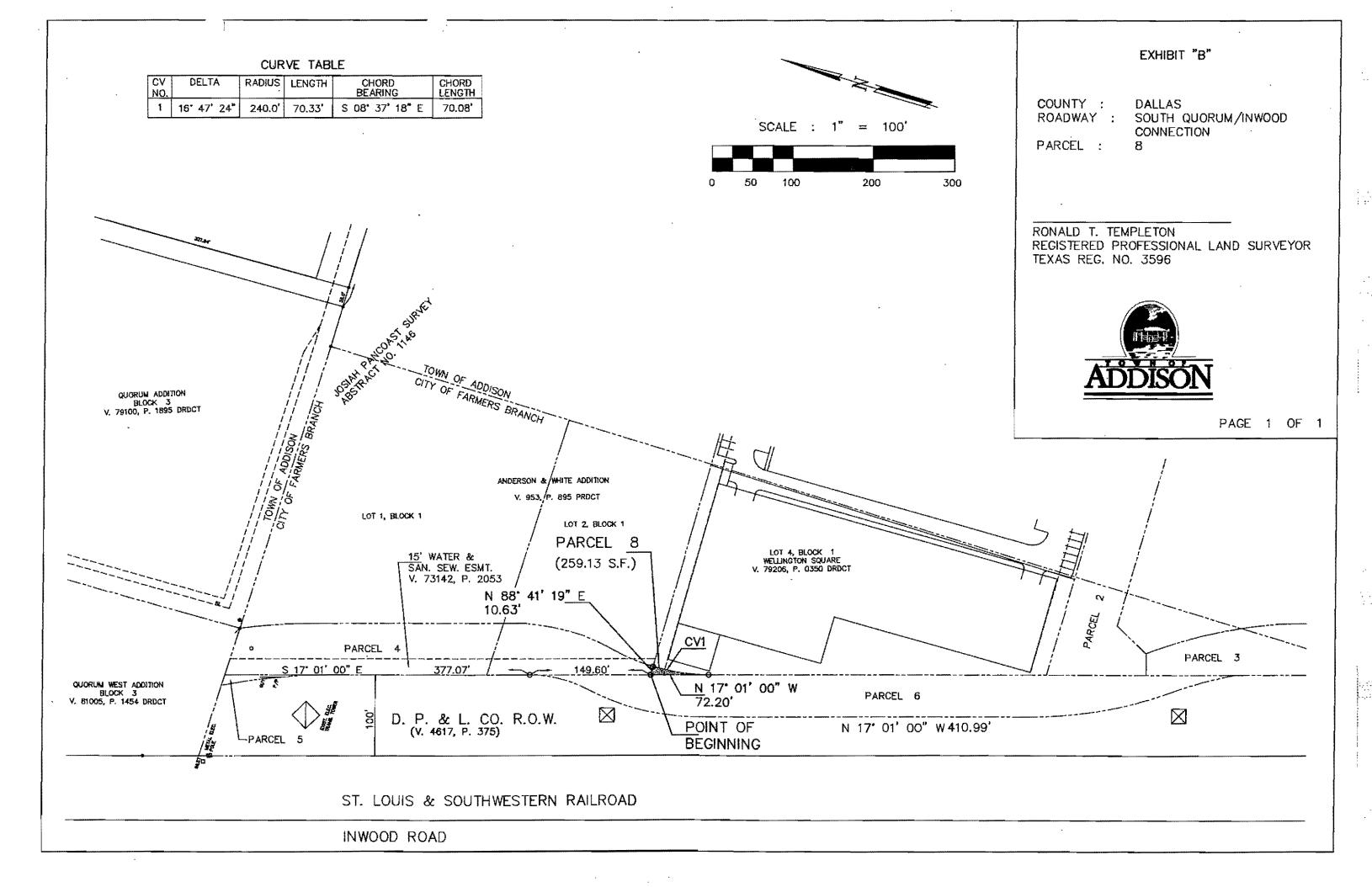
DCAD# Acct#	100009366 02700000		Prop Addr Owner	14651 DALLAS PKWY PRUDENTIAL INS CO	
1 WEL	al Descrip LINGTON SC 1 LOT 1 A	tion Ware	Tx C Mrtc Mrtc	Mation 3 Code F10 COMMERCIAL 5 St Cd 380 FOER MARVIN 5 Code 7 Year 1998 City Authority Code County Authority Code	
Exem	Exemptions Valueations			Assessment Year	98
Cd	Value	Type	Value		
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65	0	Ttl Imprv	32953120	Special Assess Code	
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AG	ō				•

10/05 09:5

Propert 3x Inquiry

Display? (/ ? PI EX MI LU AR BI CR RF)

pts15 CCSPT 1.1





Fax

Phone: Date: 09/29/99 Re: CC:	
Kei CG	

• Comments:

Any information you can give me on a contact name for this invoice would be great. Like I said on the phone, I think the records need to be updated. The Prudential group that owns the building at 14651 Dallas Parkway no longer offices at 1201 Elm Street, Suite 4900.

Thanks,
Sunnye
Sunnye Knight

Mary,

I had this lady FAX me her invoice so if

I had this lady FAX me her invoice so if

.could understand exactly what she was talking about.

This isn't my invoice so ilm forwarding if to you so

This isn't my invoice so ilm forwarding if to you so

maybe you can help. I called her i left a message

that il was forwarding it to your dept.

Thanks!

Prudential Securities, Southwest Region 1201 Elm Street, Suite 4900, Dallas, TX (214) 760-4268; fax (214) 760-4292 Drivod/S. Quorum = 9-24-99
214-871-6677

Dave Curran returned my call, He
received my fax. Prudential people
in form week and he will discuss
with them. Doesn't see any publim,
will call me the latter part of the week,
will send a copy of info to attorney
© Thompson of Knight

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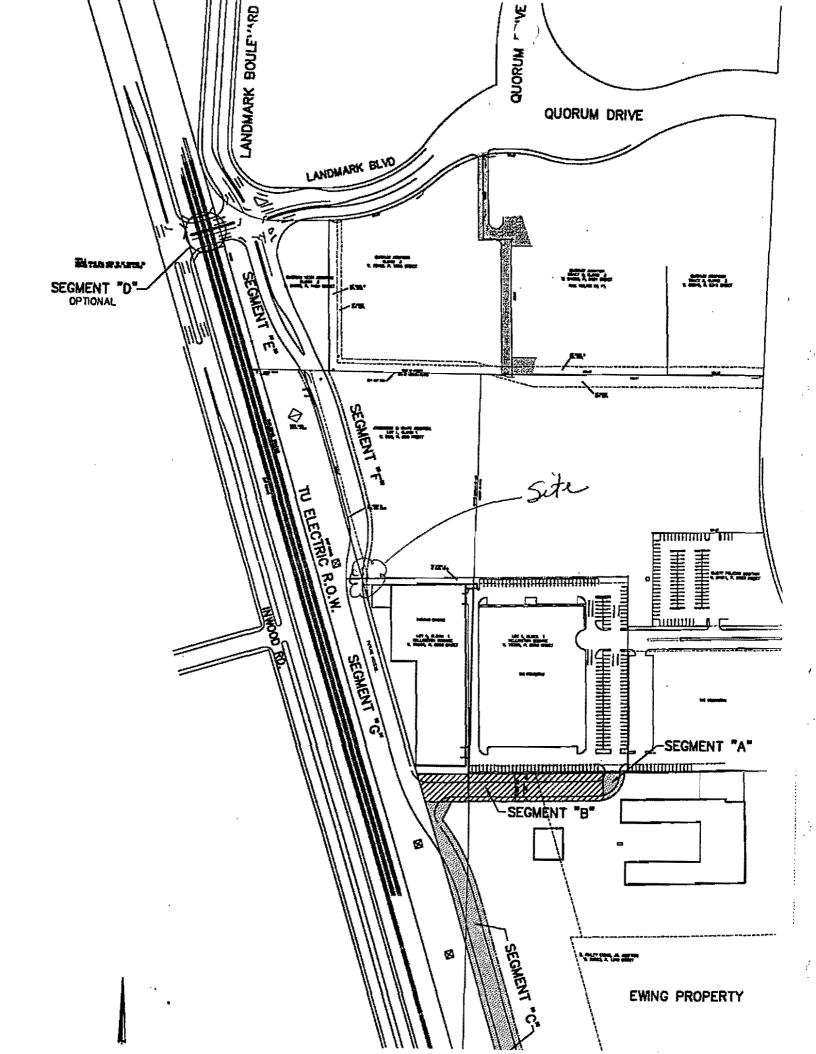
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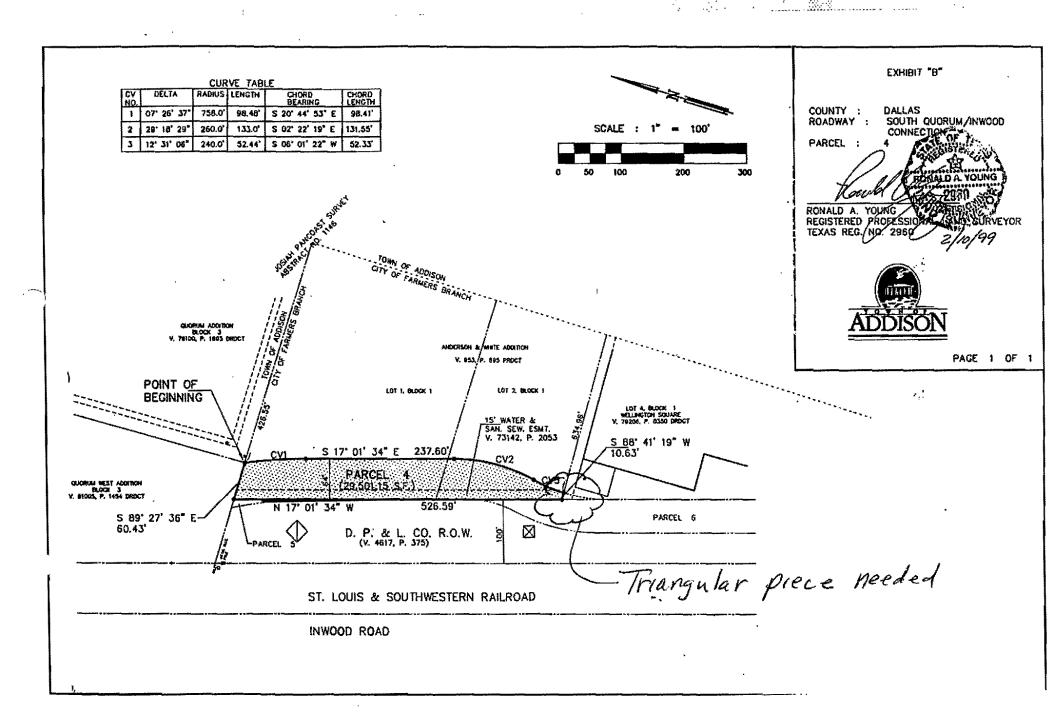
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ADDISON

PUBLIC WORKS

To: Pavid Curran	France Iim Dianas D.F
Company: Fults Realty	From: Jim Pierce, P.E. Assistant City Engineer Phone: 972/450-2879
FAX#: 214-871-4644	FAX: 972/450-2834 jpierce@ci.addison.tx.us
Date: 9-23-99	16801 Westgrove P.O.Box 9010
# of pages (including cover): 3	
Re: Inwood S. Quoru	m Project
☐ Original in mail ☐ Per your requ	
Comments: Now that we a	re doing the final discovered we need
engineering we have	discovered we need
a small piece of 4	your property dedicated
to the Town for th	he road project. See
the attached drawing	15. The piece is a
	tely 10"x50', probably
	I am having the
necessary documents	prepared. Wanted
necessary documents to-give you a head If you have any quest	prepared. Wanted ds up". Please Call
If you have any quest	ins.
	Jim





David Curran 214-871-6677

Kennedy-Wilson

1.50

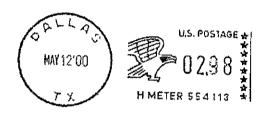
400 N. Central Expwy., 5th Floor

9400 N. Central Expwy., 5th Floor Dallas, TX 75231 Fold at line over top of envelope to the right of the return address

CERTIFIED

RETURN RECEIPT REQUESTED P 071 170 859

MAIL



Mr. James C. Pierce, Jr., P.E. Assistant City Manager Town of Addison 16801 Westgrove Drive Addison, Texas 75001-9010

75001-5190 60

Historian Hamilton Ha