

10

2000 INWOOD / S. QUORUM - EWING
PROPERTY ACQUISITION

ACQUISITION

S. Quorum Project
Contact List



22-141 50 SHEETS
22-142 100 SHEETS
22-144 200 SHEETS

12-8-98

		<u>Phone</u>	<u>Fax</u>
Chris Barnett	Cawley International	972-770-2103	972-770-2199
Stephen Platt	Wilcox Development Svcs	972-770-2111	972-770-2199
Frank Babb	Crescent Real Estate Equities	214-559-0309	214-559-2266
Finley Ewing	Ewing Investments	972-612-6120	972-612-6954
Mary Hutchinson	"	"	"
David Curran	Fults Realty (Princeton)	214-871-6677	214-871-4644
Brent Steward	Wellington Centre	972-991-0990	972-991-1096

TODD INTERESTS
REAL ESTATE INVESTMENTS • BROKERAGE • DEVELOPMENT

SHAWN TODD

2000 EAST LAMAR BLVD., SUITE 150
ARLINGTON, TEXAS 76006
(817) 461-1888
TELEPHONE
(817) 461-1883
FACSIMILE

TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO

DATE: 11/2/00

Claim # _____

Check \$ 1000.00

Vendor No. _____

Vendor Name DonHerring Mitsubishi

Address ATTN: Leo Young

Address 14345 Dallas Pkwy.

Address DALLAS, TX

Zip Code 75240

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
<u>#SE2-0900</u>	<u>41</u>	<u>000</u>	<u>5810</u>	<u>42303</u>		<u>\$1000.00</u>

TOTAL \$1000.00
0.00

EXPLANATION September Sibley, per
Section 4, Agreement Between TOA
AND EWING PARTIES.

[Signature]
Authorized Signature

Finance

Discussed with Brian Langley 11/9/00

New PO

SENT TO YOU
11-2-2000



STATEMENT
14345 Dallas Parkway
Dallas, Texas 75240
(214) 770-6200



MITSUBISHI

STATEMENT DATE

26 OCT 2000

1304-1266

TOWN OF ADDISON
PO BOX 9009
ADDISON, TX 75001-9009

972-450-7081

AMOUNT ENCLOSED _____

PLEASE RETURN THIS STUB WITH YOUR CHECK

TERMS - NET NO DISCOUNT. DUE 10TH OF MONTH FOLLOWING PURCHASE.

NOTICE: See reverse side for important information regarding your right to dispute billing errors.

DATE	SOURCE	REFERENCE	CHARGES	PAYMENTS AND CREDITS	BALANCE
**** PLEASE REMIT BY NOVEMBER 10TH ****					
09-01	13	SE2-0900	1,000.00		
			<i>Subless</i>		
					RECEIVED
					NOV 01 2000
					TOWN OF ADDISON ACCOUNTING
					CLOSING DATE 10/26/00
ANALYSIS OF ACCOUNT					PAY THIS AMOUNT
CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	*****\$1000.00
0.00	1000.00	0.00	0.00		

SEND INQUIRIES TO: Don Herring Mitsubishi North • 14345 Dallas Parkway • Dallas, Texas 75240

NEW BALANCE

UNLESS
UNLESS

Display Vendor Claims and Purchase Orders

Vendor 007175 DON HERRING MITSUBISHI

Page 1 of 1

Ln#	Claim#	Invoice#	Inv Date	Amount	Check#	Ck Date	PO#	Hold
1	120993	SUBLEASE 5/22/	05/22/00	1,000.00	094061	06/01/00		
2	123696	JUL 00	07/28/00	1,000.00	095902	08/24/00	069078	
3	123697	JUN 00	07/28/00	1,000.00	095714	08/17/00	069079	
4	124158	AUG 00	08/01/00	1,000.00	096043	08/31/00	069325	

Type RETURN=Next page, F#=Forward # pages, B#=Back # pages, P#=Go to page #, L#=Line # detail display, or /=Exit. (RETURN,F#,B#,P#,L#./)

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 5-22-00

Claim # _____

Check \$ 1,000.00

Vendor No. _____
 Vendor Name Don Herring Mitsubishi
 Address Attn. Ms. Leo Young
 Address 14345 Dallas Parkway
 Address Dallas, TX
 Zip Code 75240

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
			58110 <i>job</i>			
Invoice for Sublease Compensation	41	000	57510	42303		1,000.00

TOTAL 1,000.00 *job.*
~~1,000.00~~

EXPLANATION As per Section 4, Sublease Compensation,
Agreement between Town of Addison and Ewing
Parties.

J. P. Lewis
 Authorized Signature

Finance _____

EWING ENTERPRISES L.P.

4464 WEST PLANO PARKWAY
PLANO, TEXAS 75093
972/612-6120

May 16, 2000

Town of Addison
Attention: Mr. James C. Pierce
Post Office Box 9010
Addison, TX 75001-9010

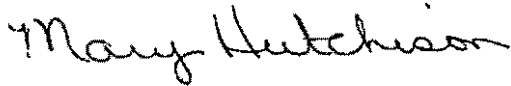
Re: Sublease Compensation

Dear Jim:

It is my understanding that construction of the roadway from the Quorum drive to the Princeton and Wellington buildings was targeted to begin in the early part of May. As far as we are aware, the Ewing's have signed all the documents required to officially grant the easement to the Town of Addison. Since this has been done, I have attached a statement on behalf of Don Herring Mitsubishi requesting payment of the first month sublease compensation of \$1,000. This compensation should be paid directly to Don Herring Mitsubishi. In the future, Don Herring Mitsubishi will send Addison a statement for the monthly sublease amount. Under the agreement with Addison, this monthly compensation is to continue through April, 2001.

If you have any questions regarding this matter, please feel free to contact me. You could also contact Don Herring or Leo Young of Don Herring Mitsubishi at 972-387-8600.

Yours very truly,



Mary Hutchison

enclosure

cc: Mr. Don Herring

May 16, 2000

Town of Addison
Attn: Mr. James C. Pierce
Post Office Box 9010
Addison, TX 75001-9010

INVOICE FOR SUBLEASE COMPENSATION

Sublease compensation due for the month of May, 2000 under the agreement between the Town of Addison and the Ewing Parties for the property located at 14345 Dallas Parkway. **1,000.00**

Make Check Payable to:

Don Herring Mitsubishi
Attn: Ms. Leo Young
14345 Dallas Parkway
Dallas, TX 75240



LETTER OF TRANSMITTAL

PARSONS TRANSPORTATION GROUP

BARTON-ASCHMAN ASSOCIATES, INC.

5485 Belt Line Road, Suite 199

Dallas, Texas 75240-7655

Telephone #: (972) 991-1900 Fax #: (972) 490-9261

Metro #: 263-9138

DATE: 5/11/99	JOB NO.
ATTENTION: Mr. Jim Pierce, P.E.	
RE:	
South Quorum/Inwood Connection	
Right-of-Way Descriptions/Maps	

TO: Town of Addison
16801 Westgrove Drive
Addison, Texas (214) 450-2879

WE ARE SENDING YOU : Attached Under separate cover:
 Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order EA Reports and Schematics Other

ITEM	COPIES	DATE	DESCRIPTION
1	3	05/11/99	Descriptions and Maps for Ewing Parcel 1
2	3		Revised Descriptions and Maps for Ewing Parcel 2
3	3		Revised Descriptions and Maps for Ewing Parcel 3
4	1		Revised Alternate 16 Drawing
5			
6			

THESE ARE TRANSMITTED AS CHECKED BELOW:

For approval Approved as submitted Resubmit ___ copies for approval
 For your use Approved as noted Submit ___ copies for distribution
 As requested Returned for corrections Return ___ corrected prints
 Review/Comment FOR SUBMITTAL TO TXDOT
 FOR BIDS DUE _____ 19____ PRINTS RETURNED AFTER LOAN TO US

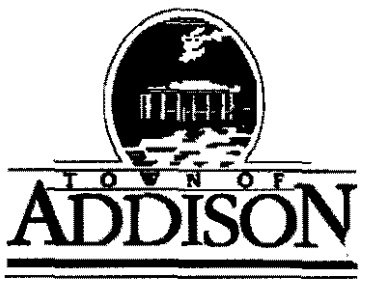
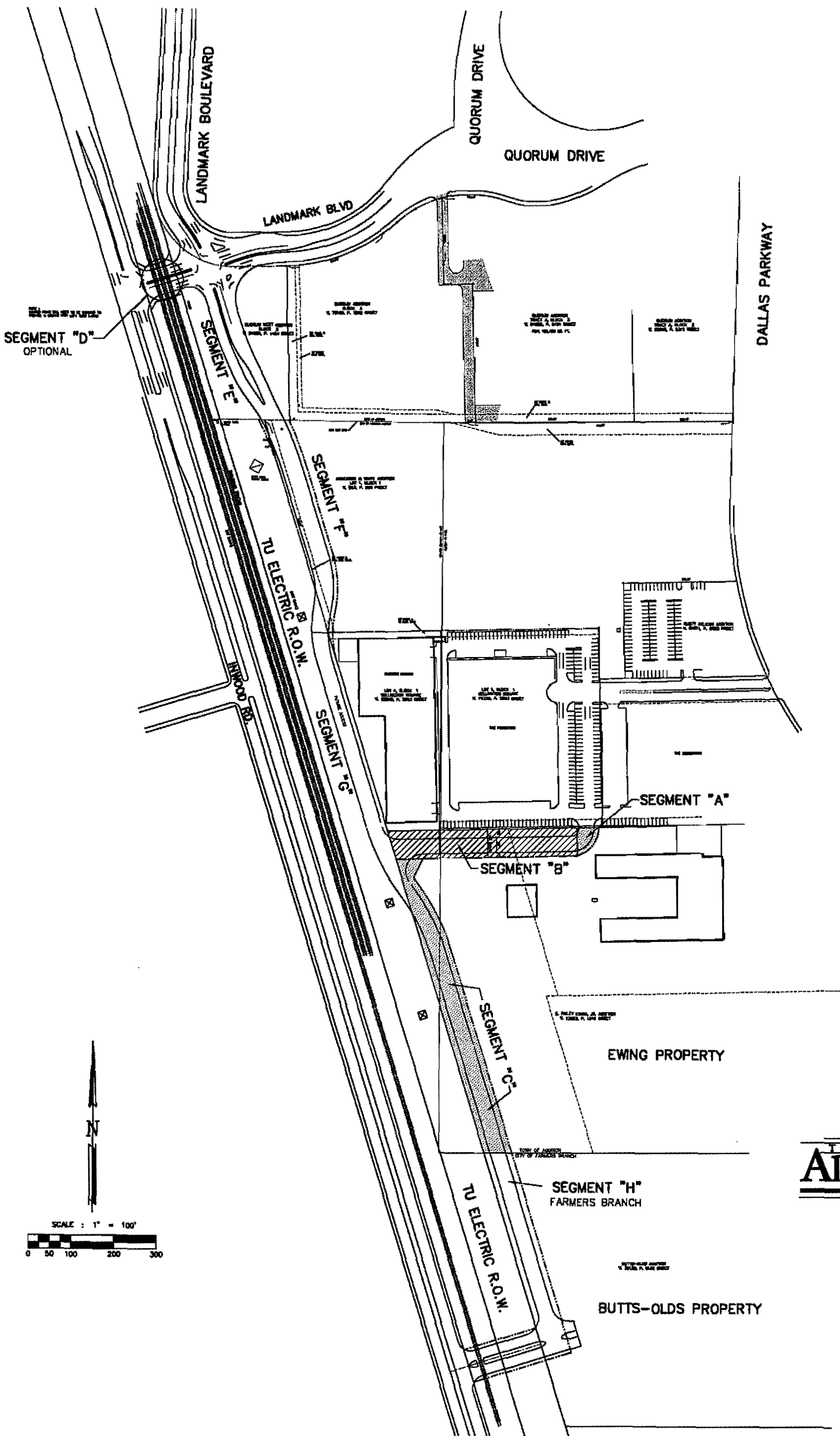
REMARKS : Jim : The revisions that you went over with Brian Moen last week have been incorporated
into the attached prints.

COPY: _____

SIGNED:


 Ronald A. Young, P.E.

Design



ALTERNATE 15

EXHIBIT "A"

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 8 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;

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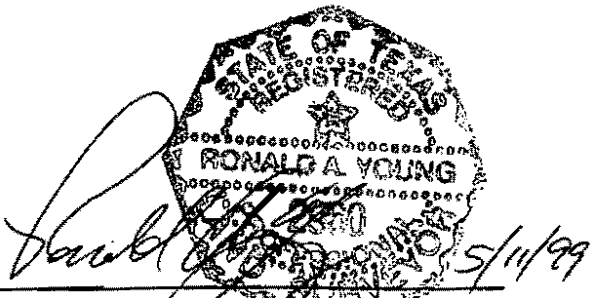
THENCE ALONG THE NORTH LINE OF SAID S. FINLEY EWING, JR. ADDITION NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 451.99 FEET TO THE POINT OF BEGINNING;

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RONALD A. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2960

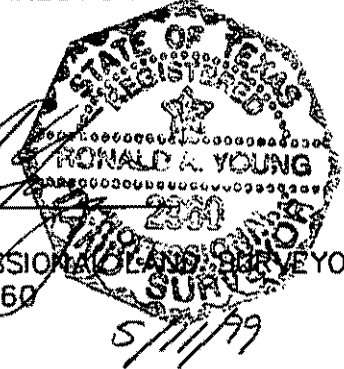
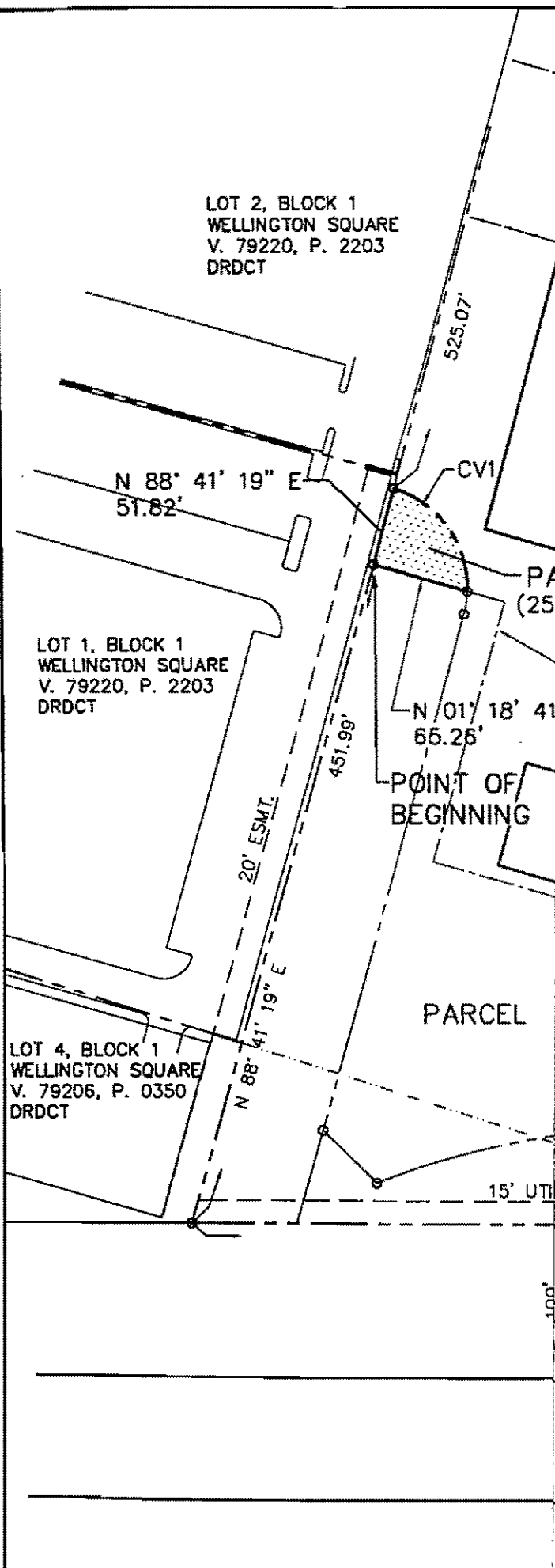
EXHIBIT "B"

COUNTY : DALLAS
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
PARCEL : 1

LOT 2, BLOCK 1
WELLINGTON SQUARE
V. 79220, P. 2203
DRDCT

LOT 1, BLOCK 1
WELLINGTON SQUARE
V. 79220, P. 2203
DRDCT

LOT 4, BLOCK 1
WELLINGTON SQUARE
V. 79206, P. 0350
DRDCT



RONALD A. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2960



PLACE
79, DRDCT

PARCEL

INTERNATIONAL PARKWAY

5.78'
(AT)

OF
ICING

64'

EXHIBIT "A"

COUNTY : DALLAS
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
PARCEL : 1

PARCEL 1

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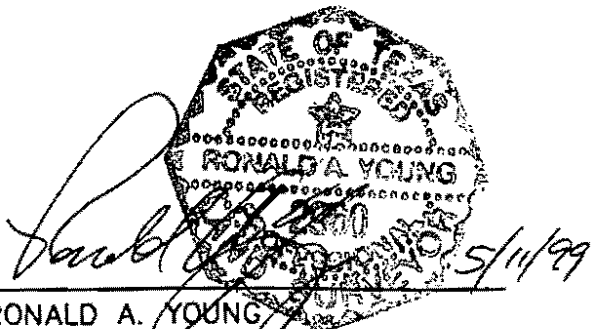
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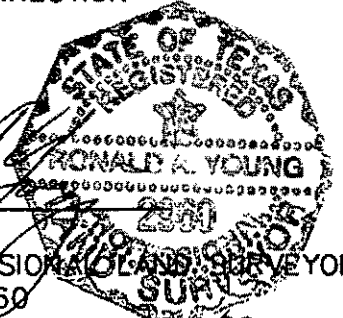
Ronald A. Young 5/11/99

RONALD A. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2960

EXHIBIT "B"

COUNTY : DALLAS
 ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
 PARCEL : 1

Ronald A. Young
 RONALD A. YOUNG
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REG. NO. 2960

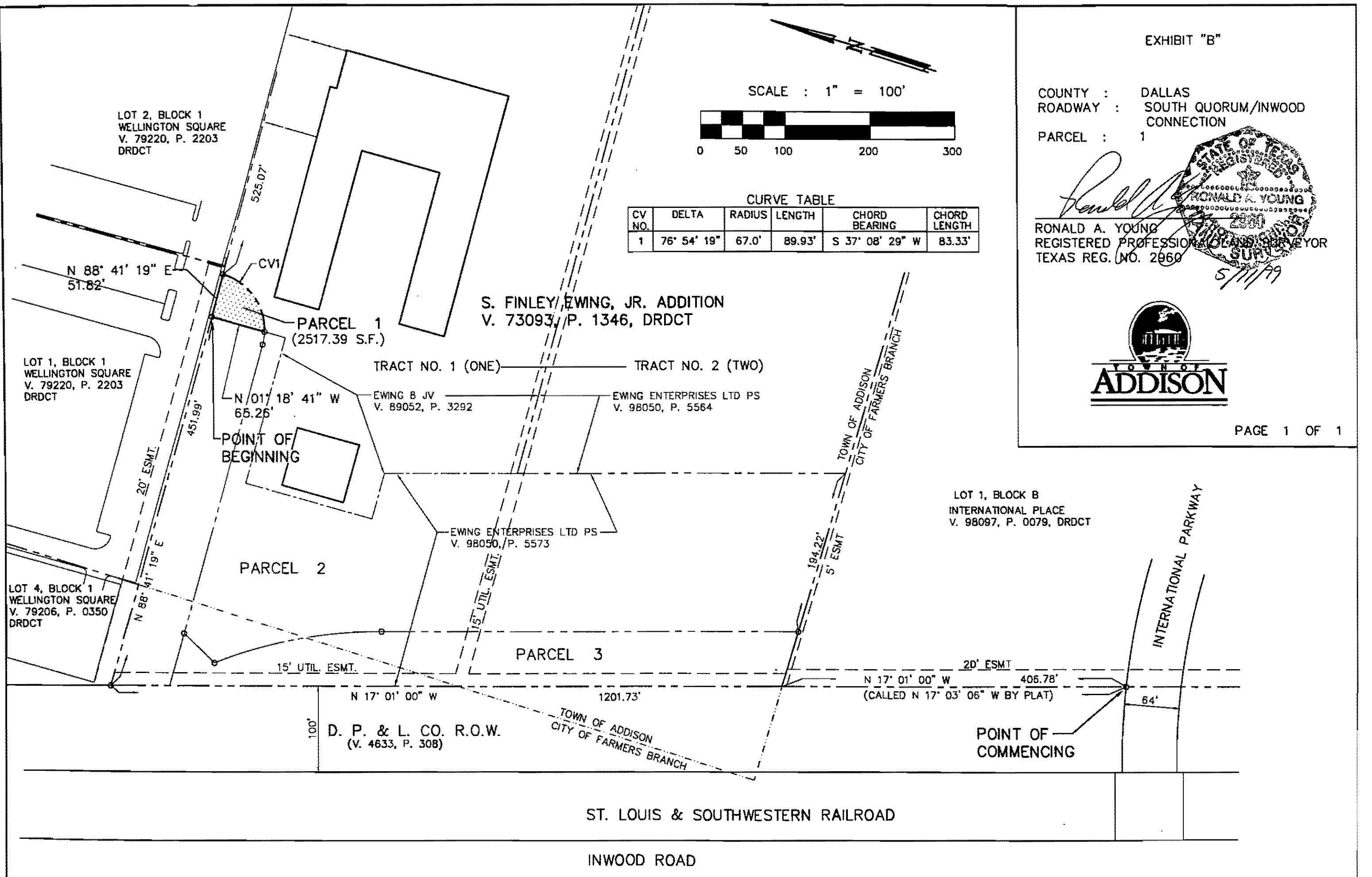


SCALE : 1" = 100'



CURVE TABLE

CV NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
1	76° 54' 19"	67.0'	89.93'	S 37° 08' 29" W	83.33'



LOT 2, BLOCK 1
 WELLINGTON SQUARE
 V. 79220, P. 2203
 DRDCT

LOT 1, BLOCK 1
 WELLINGTON SQUARE
 V. 79220, P. 2203
 DRDCT

LOT 4, BLOCK 1
 WELLINGTON SQUARE
 V. 79206, P. 0350
 DRDCT

S. FINLEY EWING, JR. ADDITION
 V. 73093, P. 1346, DRDCT

TRACT NO. 1 (ONE) TRACT NO. 2 (TWO)

EWING B JV
 V. B9052, P. 3292

EWING ENTERPRISES LTD PS
 V. 98050, P. 5564

EWING ENTERPRISES LTD PS
 V. 98050, P. 5573

LOT 1, BLOCK B
 INTERNATIONAL PLACE
 V. 98097, P. 0079, DRDCT

D. P. & L. CO. R.O.W.
 (V. 4633, P. 308)

ST. LOUIS & SOUTHWESTERN RAILROAD

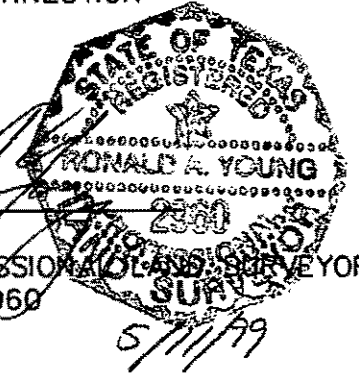
INWOOD ROAD

POINT OF COMMENCING

EXHIBIT "B"

COUNTY : DALLAS
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
PARCEL : 1

RONALD A. YOUNG
REGISTERED PROFESSIONAL SURVEYOR
TEXAS REG. NO. 2960



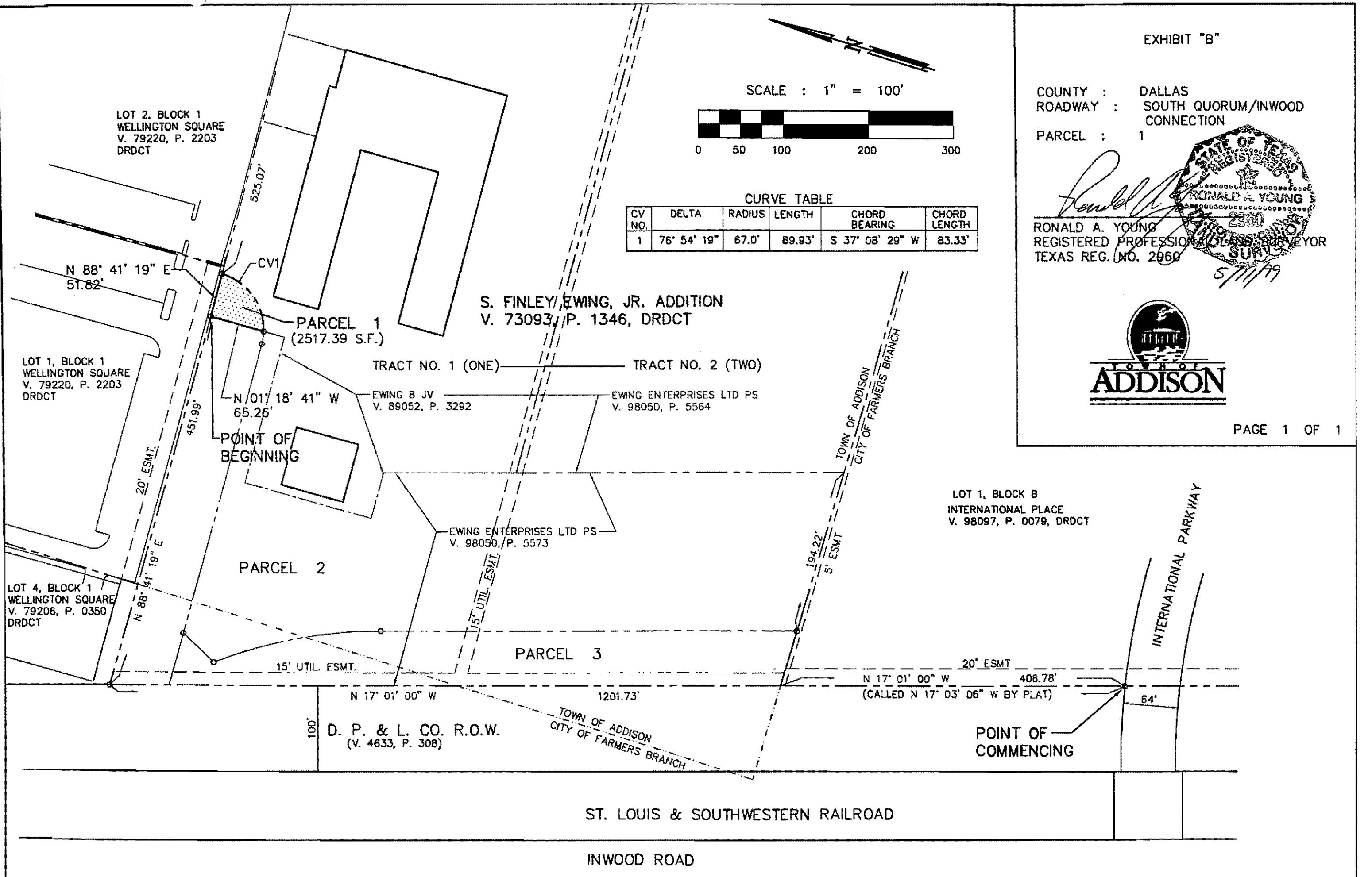
PAGE 1 OF 1

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LOT 2, BLOCK 1
WELLINGTON SQUARE
V. 79220, P. 2203
DRDCT

N 88° 41' 19" E
51.82'

LOT 1, BLOCK 1
WELLINGTON SQUARE
V. 79220, P. 2203
DRDCT

LOT 4, BLOCK 1
WELLINGTON SQUARE
V. 79206, P. 0350
DRDCT

20' ESMT.
N 88° 41' 19" E

525.07'

CV1

PARCEL 1
(2517.39 S.F.)

N 01° 18' 41" W
65.26'

POINT OF BEGINNING

PARCEL 2

15' UTIL. ESMT.

100'

D. P. & L. CO. R.O.W.
(V. 4633, P. 308)

S. FINLEY, EWING, JR. ADDITION
V. 73093, P. 1346, DRDCT

TRACT NO. 1 (ONE)

TRACT NO. 2 (TWO)

EWING B JV
V. 89052, P. 3292

EWING ENTERPRISES LTD PS
V. 9805D, P. 5564

EWING ENTERPRISES LTD PS
V. 98050, P. 5573

PARCEL 3

N 17° 01' 00" W

1201.73'

TOWN OF ADDISON
CITY OF FARMERS BRANCH

194.22'
5' ESMT

N 17° 01' 00" W

20' ESMT

406.78'

(CALLED N 17° 03' 06" W BY PLAT)

POINT OF COMMENCING

INTERNATIONAL PARKWAY

LOT 1, BLOCK B
INTERNATIONAL PLACE
V. 98097, P. 0079, DRDCT

ST. LOUIS & SOUTHWESTERN RAILROAD

INWOOD ROAD

EXHIBIT "A"

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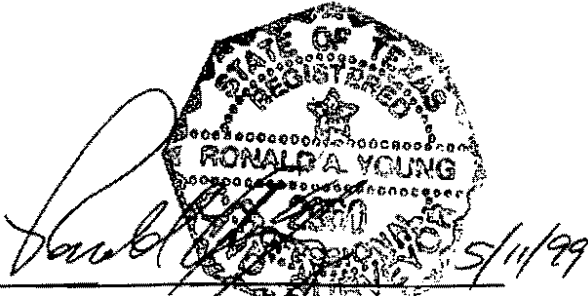
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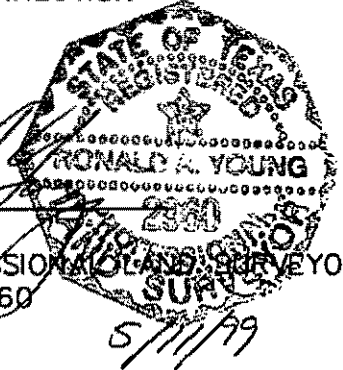


RONALD A. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2960

EXHIBIT "B"

COUNTY : DALLAS
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
PARCEL : 1

Ronald A. Young
RONALD A. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2960



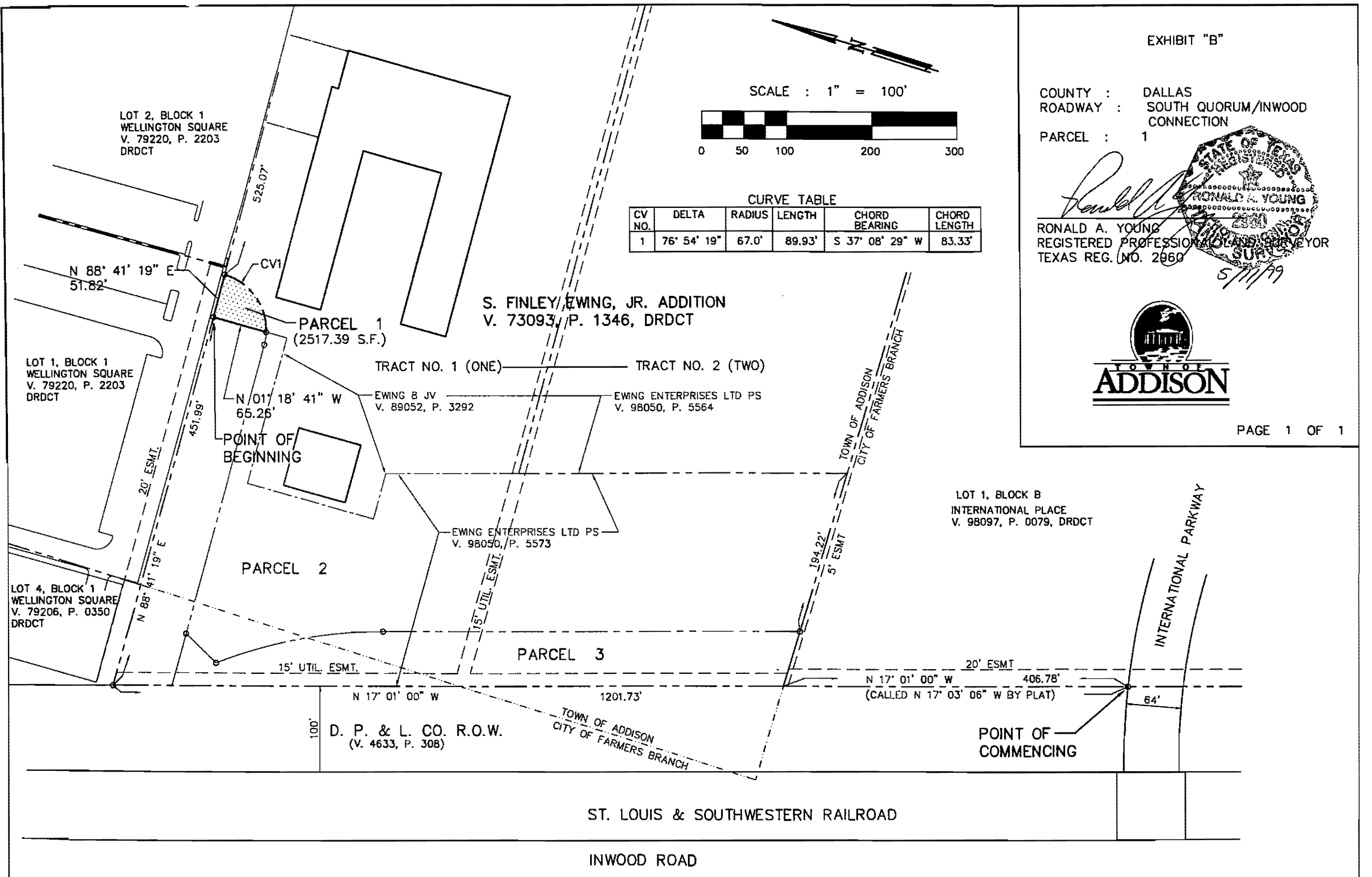
PAGE 1 OF 1

SCALE : 1" = 100'



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WELLINGTON SQUARE
V. 79220, P. 2203
DRDCT

LOT 1, BLOCK 1
WELLINGTON SQUARE
V. 79220, P. 2203
DRDCT

LOT 4, BLOCK 1
WELLINGTON SQUARE
V. 79206, P. 0350
DRDCT

S. FINLEY, EWING, JR. ADDITION
V. 73093, P. 1346, DRDCT

PARCEL 1
(2517.39 S.F.)

POINT OF BEGINNING

PARCEL 2

PARCEL 3

D. P. & L. CO. R.O.W.
(V. 4633, P. 308)

ST. LOUIS & SOUTHWESTERN RAILROAD

INWOOD ROAD

LOT 1, BLOCK B
INTERNATIONAL PLACE
V. 98097, P. 0079, DRDCT

POINT OF COMMENCING

INTERNATIONAL PARKWAY

TOWN OF ADDISON
CITY OF FARMERS BRANCH

EXHIBIT "A"

COUNTY : DALLAS
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
PARCEL : 2

PARCEL 2

BEING A 0.6805 ACRE TRACT OF LAND SITUATED IN THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, AND 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 PART OF 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 5573, 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 1132.13 FEET TO THE POINT OF BEGINNING, SAID POINT LYING IN THE WEST LINE OF TRACT NO. 1 (ONE) OF S. FINLEY EWING, JR. ADDITION AS PREVIOUSLY MENTIONED;

THENCE CONTINUING ALONG THE COMMON LINE BETWEEN SAID D. P. & L. CO. R.O.W. AND THE WEST LINE OF SAID TRACT NO. 1 (ONE) NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 69.60 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;

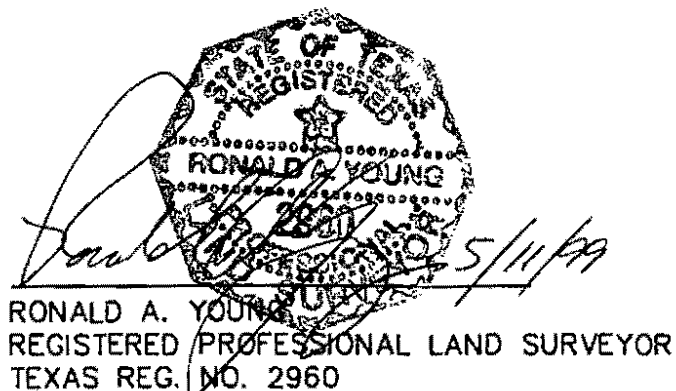
THENCE ALONG THE NORTH LINE OF SAID S. FINLEY EWING, JR. ADDITION NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 451.99 FEET TO A POINT FOR CORNER;

THENCE SOUTH 01 DEGREES 18 MINUTES 41 SECONDS EAST A DISTANCE OF 65.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13 DEGREES 05 MINUTES 41 SECONDS, A RADIUS OF 67.0 FEET, A CHORD BEARING OF SOUTH 82 DEGREES 08 MINUTES 29 SECONDS WEST AND A CHORD LENGTH OF 15.28 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 15.31 FEET TO A POINT FOR CORNER;

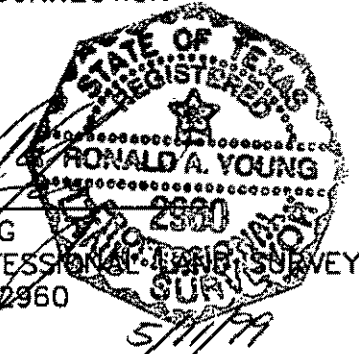
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THE BASIS OF BEARINGS IS THE WEST LINE OF S. FINLEY EWING, JR. ADDITION AS RECORDED IN VOLUME 73093, PAGE 1346, DEED RECORDS OF DALLAS COUNTY, TEXAS.


RONALD A. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2960

COUNTY : DALLAS
 ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
 PARCEL : 2

RONALD A. YOUNG
 REGISTERED PROFESSIONAL SURVEYOR
 TEXAS REG. NO. 2960



SCALE : 1" = 100'



CURVE TABLE

CV NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
1	13° 05' 41"	67.0'	15.31'	S 82° 08' 29" W	15.28'
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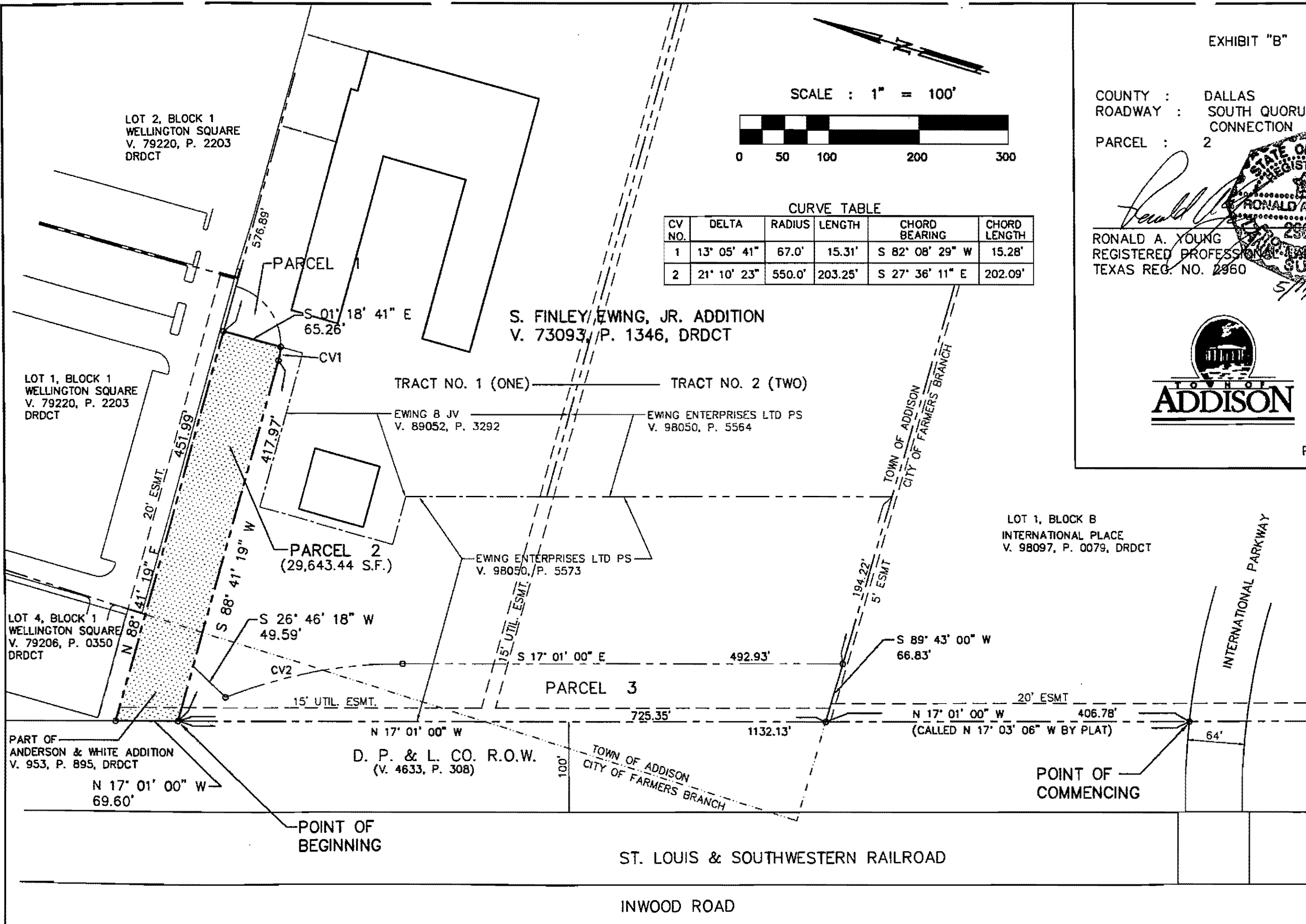


EXHIBIT "A"

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PARCEL : 2

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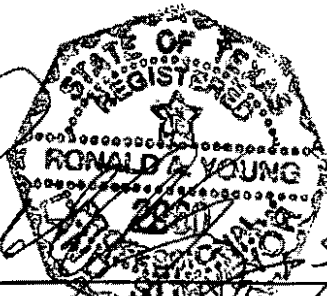
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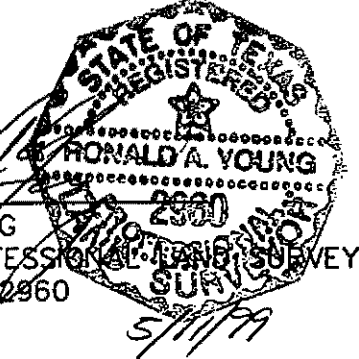
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RONALD A. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2960

COUNTY : DALLAS
ROADWAY : SOUTH QUORUM / INWOOD CONNECTION
PARCEL : 2

RONALD A. YOUNG
REGISTERED PROFESSIONAL SURVEYOR
TEXAS REG. NO. 2960

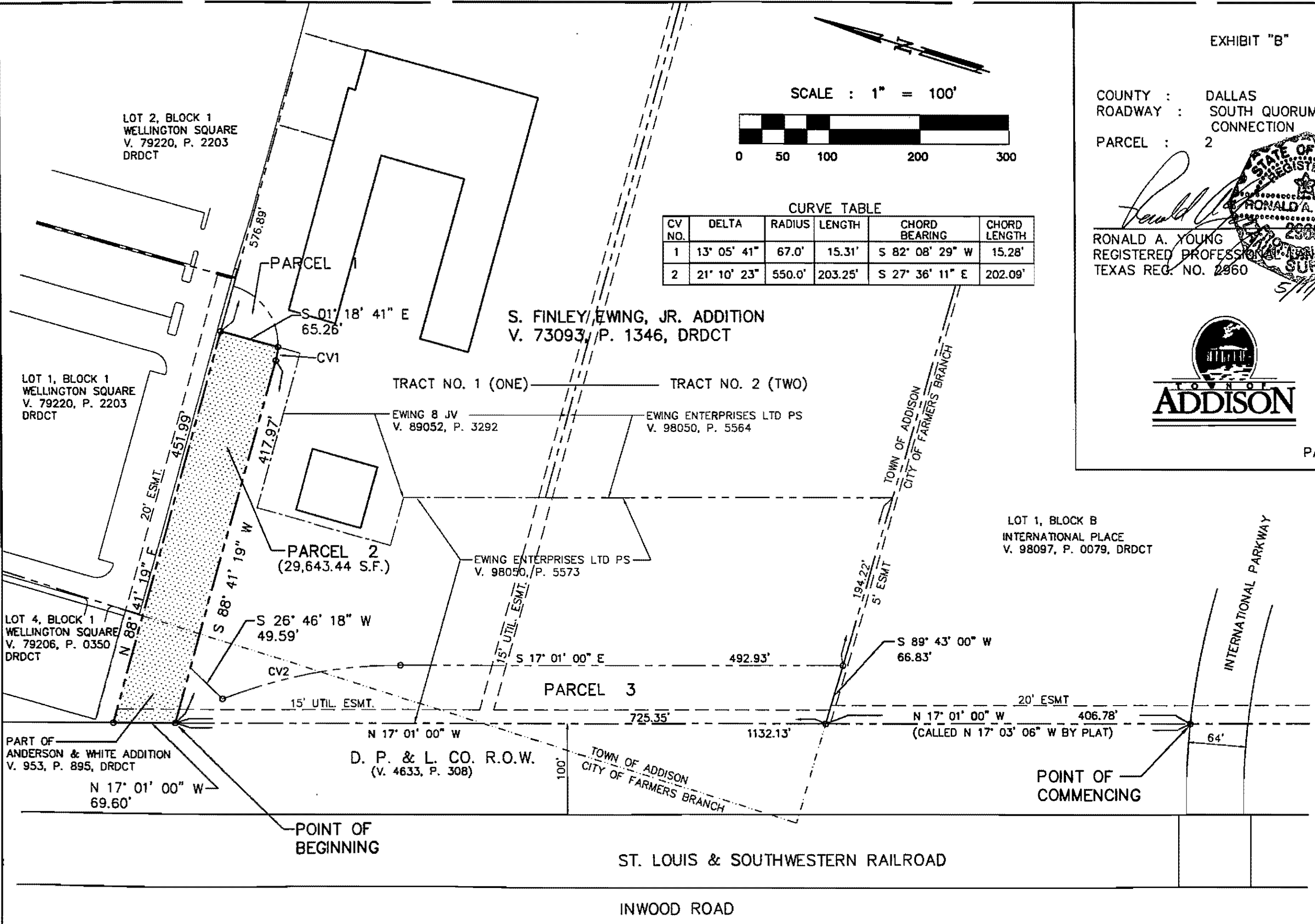


SCALE : 1" = 100'



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LOT 2, BLOCK 1
WELLINGTON SQUARE
V. 79220, P. 2203
DRDCT

LOT 1, BLOCK 1
WELLINGTON SQUARE
V. 79220, P. 2203
DRDCT

LOT 4, BLOCK 1
WELLINGTON SQUARE
V. 79206, P. 0350
DRDCT

PART OF
ANDERSON & WHITE ADDITION
V. 953, P. 895, DRDCT

PARCEL 1

PARCEL 2
(29,643.44 S.F.)

PARCEL 3

S. FINLEY, EWING, JR. ADDITION
V. 73093, P. 1346, DRDCT

TRACT NO. 1 (ONE) ——— TRACT NO. 2 (TWO)

EWING 8 JV
V. 89052, P. 3292

EWING ENTERPRISES LTD PS
V. 98050, P. 5564

EWING ENTERPRISES LTD PS
V. 98050, P. 5573

D. P. & L. CO. R.O.W.
(V. 4633, P. 308)

LOT 1, BLOCK B
INTERNATIONAL PLACE
V. 98097, P. 0079, DRDCT

ST. LOUIS & SOUTHWESTERN RAILROAD

INWOOD ROAD

INTERNATIONAL PARKWAY

POINT OF BEGINNING

POINT OF COMMENCING

EXHIBIT "A"

COUNTY : DALLAS
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
PARCEL : 2

PARCEL 2

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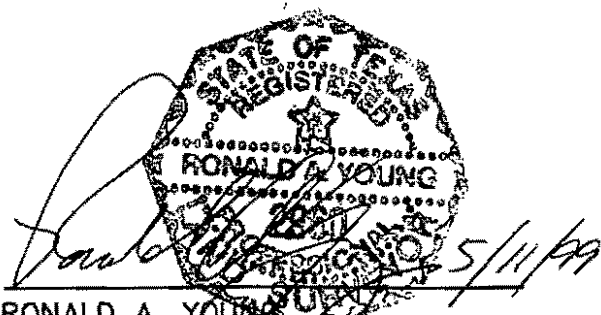
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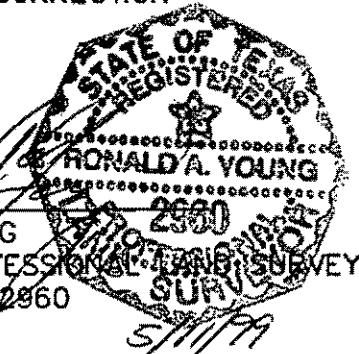
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TEXAS REG. NO. 2960

COUNTY : DALLAS
 ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
 PARCEL : 2

RONALD A. YOUNG
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 TEXAS REG. NO. 2960



SCALE : 1" = 100'



CURVE TABLE

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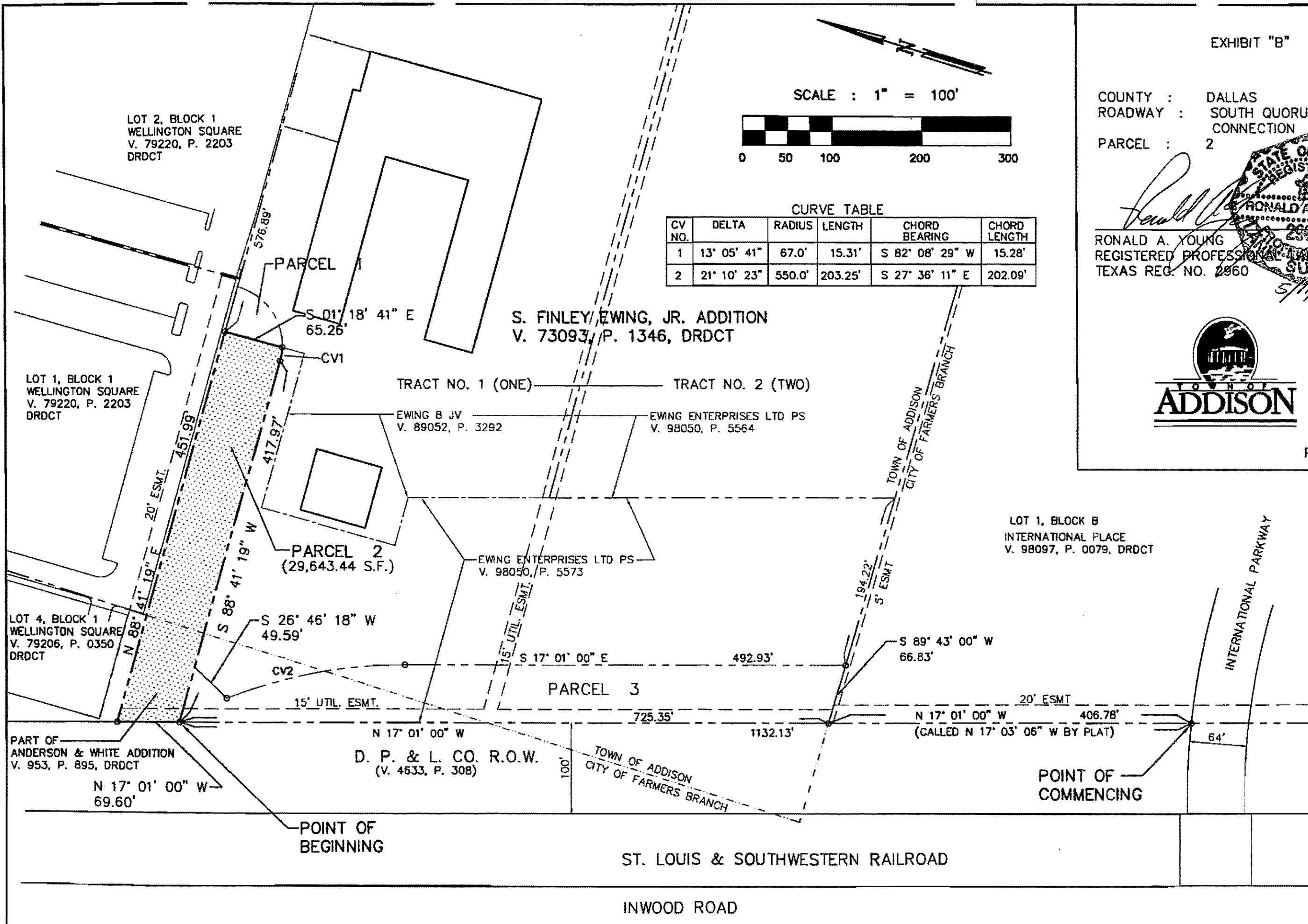


EXHIBIT "A"

COUNTY : DALLAS
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
PARCEL : 3

PARCEL 3

BEING A 0.9946 ACRE TRACT OF LAND SITUATED IN THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, AND 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 PART OF 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 5573, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE CONTINUING ALONG THE COMMON LINE BETWEEN SAID D. P. & L. CO. R.O.W. AND THE WEST LINE OF SAID TRACT NO. 1 (ONE) NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 725.35 FEET TO A POINT FOR CORNER LYING IN THE WEST LINE OF SAID TRACT NO. 1 (ONE) OF S. FINLEY EWING, JR. ADDITION AND;

THENCE NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 63.56 FEET TO A POINT FOR CORNER;

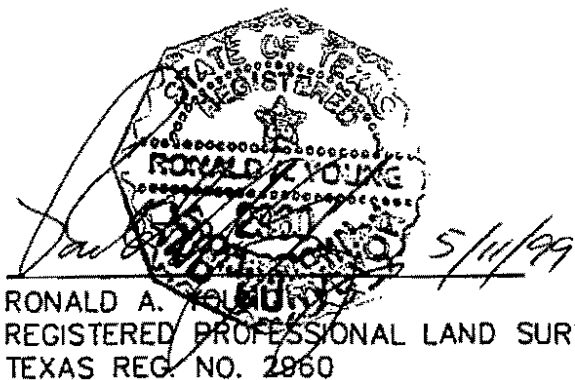
THENCE SOUTH 26 DEGREES 46 MINUTES 18 SECONDS WEST A DISTANCE OF 49.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21 DEGREES 10 MINUTES 23 SECONDS, A RADIUS OF 550.0 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 36 MINUTES 11 SECONDS EAST AND A CHORD LENGTH OF 202.09 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 203.25 FEET TO A POINT FOR CORNER, SAID POINT LYING A PERPENDICULAR DISTANCE OF 64.0 FEET FROM THE EAST LINE OF SAID D. P. & L. CO. R.O.W.;

THENCE SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST A DISTANCE OF 492.93 FEET TO A POINT FOR CORNER LYING IN THE SOUTH LINE OF SAID S. FINLEY EWING, JR. ADDITION AND THE NORTH LINE OF SAID INTERNATIONAL PLACE;

THENCE ALONG THE SOUTH LINE OF SAID S. FINLEY EWING, JR. ADDITION SOUTH 89 DEGREES 43 MINUTES 00 SECONDS WEST A DISTANCE OF 66.83 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 43,324.18 SQUARE FEET OR 0.9946 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. 2860

COUNTY : DALLAS
 ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
 PARCEL : 3

Ronald A. Young
 STATE OF TEXAS
 REGISTERED PROFESSIONAL SURVEYOR
 RONALD A. YOUNG
 2960
 TEXAS REG. NO. 2960
 5/11/99



SCALE : 1" = 100'



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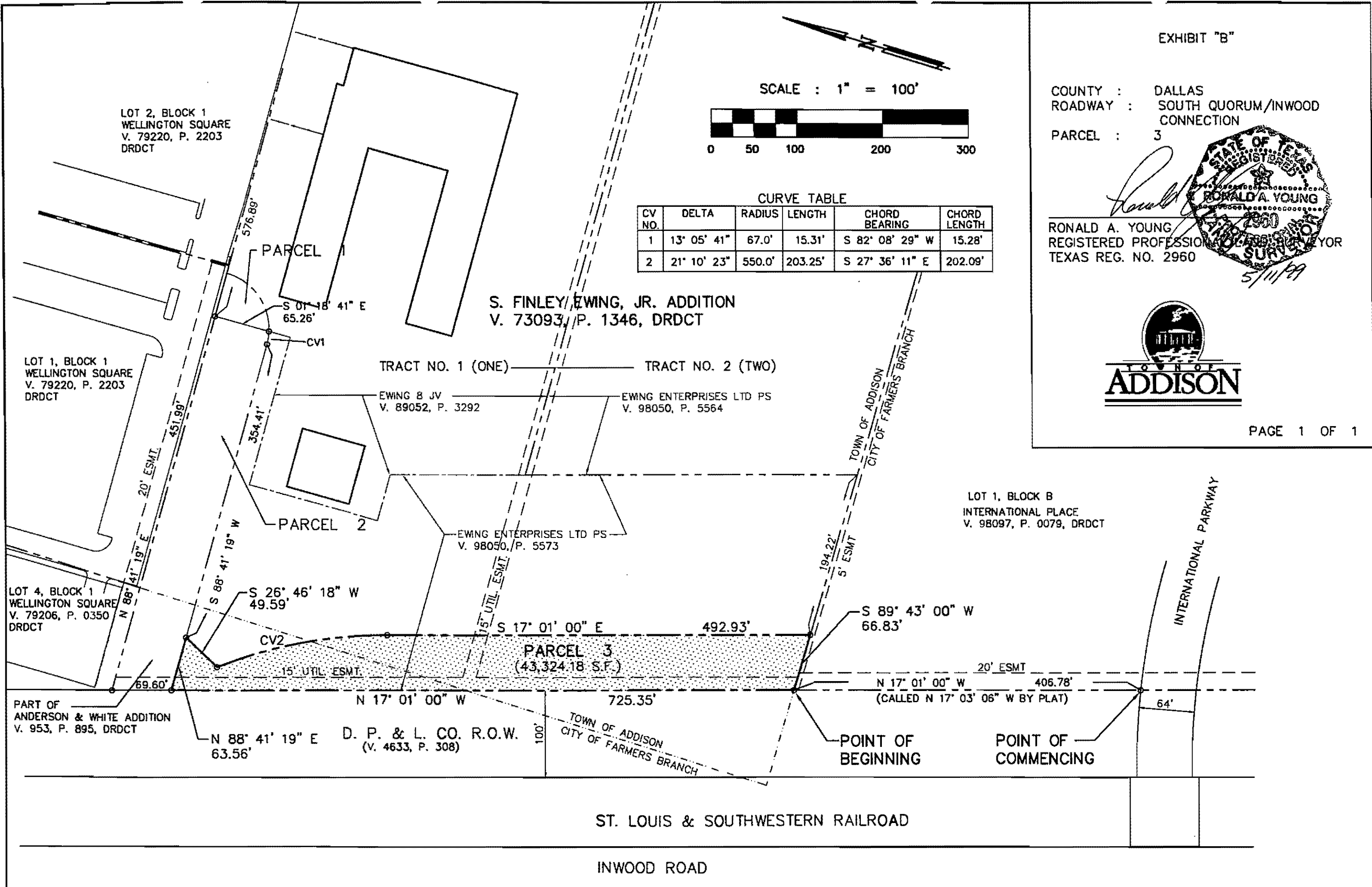


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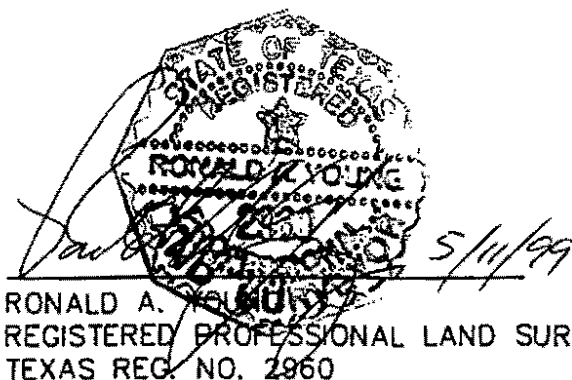
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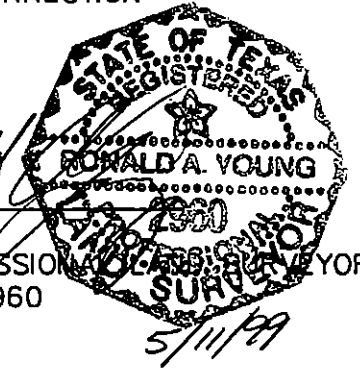
THE BASIS OF BEARINGS IS THE WEST LINE OF S. FINLEY EWING, JR. ADDITION AS RECORDED IN VOLUME 73093, PAGE 1346, DEED RECORDS OF DALLAS COUNTY, TEXAS.



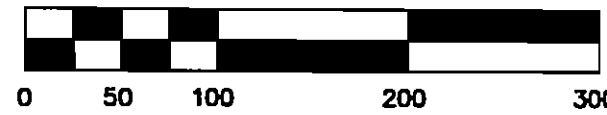
RONALD A. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2860

COUNTY : DALLAS
 ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
 PARCEL : 3

RONALD A. YOUNG
 REGISTERED PROFESSIONAL SURVEYOR
 TEXAS REG. NO. 2960



SCALE : 1" = 100'



CURVE TABLE

CV NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
1	13° 05' 41"	67.0'	15.31'	S 82° 08' 29" W	15.28'
2	21° 10' 23"	550.0'	203.25'	S 27° 36' 11" E	202.09'

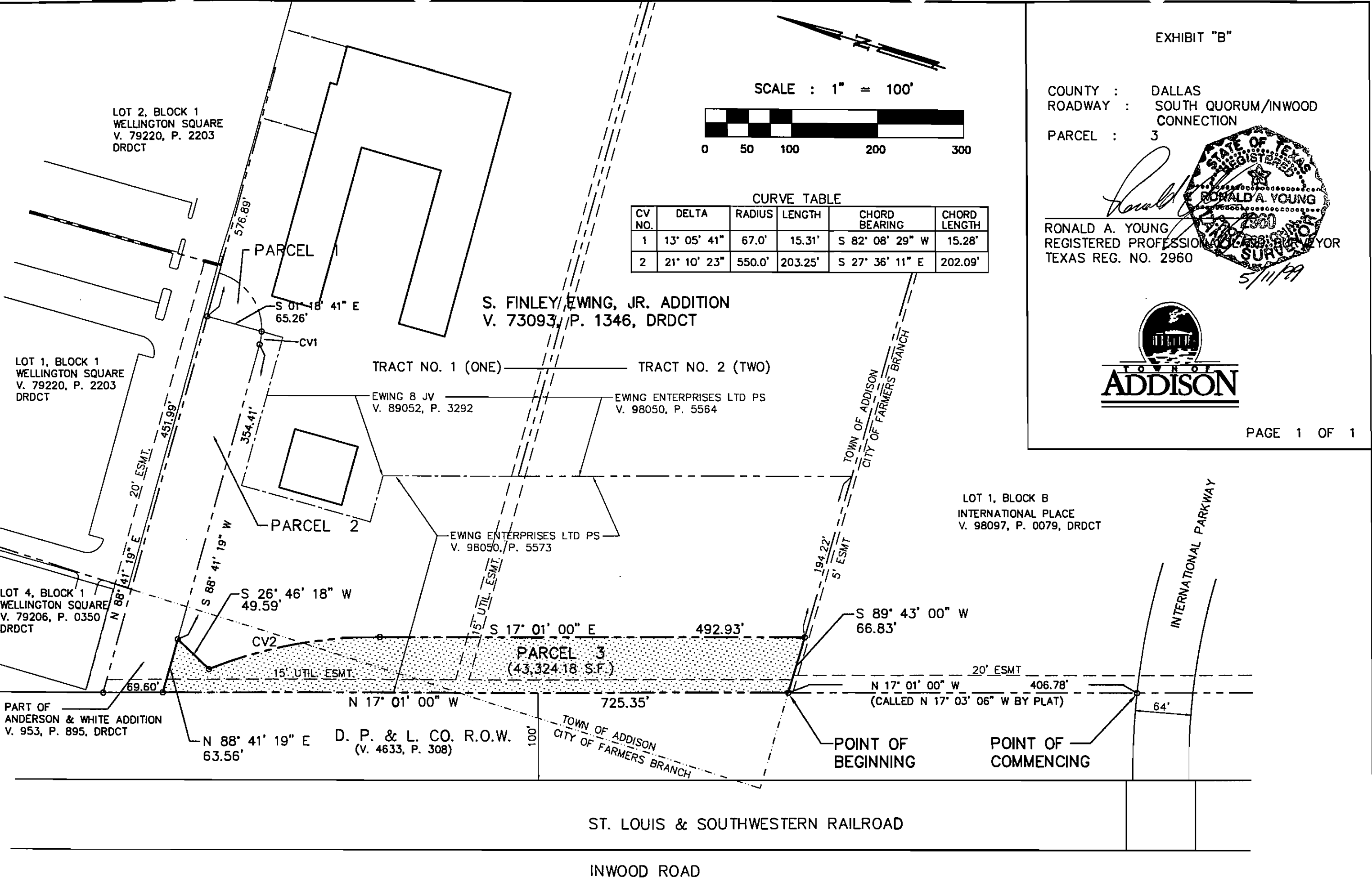


EXHIBIT "A"

COUNTY : DALLAS
ROADWAY : SOUTH QUORUM/INWOOD CONNECTION
PARCEL : 3

PARCEL 3

BEING A 0.9946 ACRE TRACT OF LAND SITUATED IN THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, AND 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 PART OF 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 5573, 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 406.78 FEET TO A 1/2" IRON ROD WITH RED FD CAP, SAID POINT BEING THE NORTHWEST CORNER OF THE PREVIOUSLY MENTIONED LOT 1, BLOCK B INTERNATIONAL PLACE AND BEING THE SOUTHWEST CORNER OF SAID TRACT NO. 1 (ONE) OF S. FINLEY EWING, JR. ADDITION AS PREVIOUSLY MENTIONED, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE COMMON LINE BETWEEN SAID D. P. & L. CO. R.O.W. AND THE WEST LINE OF SAID TRACT NO. 1 (ONE) NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 725.35 FEET TO A POINT FOR CORNER LYING IN THE WEST LINE OF SAID TRACT NO. 1 (ONE) OF S. FINLEY EWING, JR. ADDITION AND;

THENCE NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 63.56 FEET TO A POINT FOR CORNER;

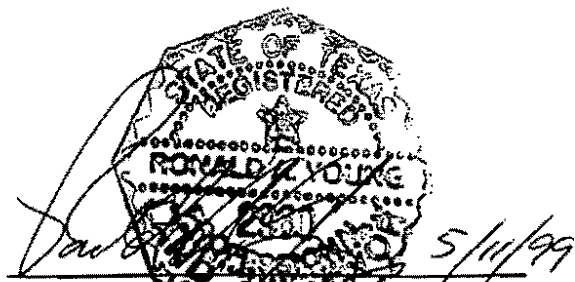
THENCE SOUTH 26 DEGREES 46 MINUTES 18 SECONDS WEST A DISTANCE OF 49.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21 DEGREES 10 MINUTES 23 SECONDS, A RADIUS OF 550.0 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 36 MINUTES 11 SECONDS EAST AND A CHORD LENGTH OF 202.09 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 203.25 FEET TO A POINT FOR CORNER, SAID POINT LYING A PERPENDICULAR DISTANCE OF 64.0 FEET FROM THE EAST LINE OF SAID D. P. & L. CO. R.O.W.;

THENCE SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST A DISTANCE OF 492.93 FEET TO A POINT FOR CORNER LYING IN THE SOUTH LINE OF SAID S. FINLEY EWING, JR. ADDITION AND THE NORTH LINE OF SAID INTERNATIONAL PLACE;

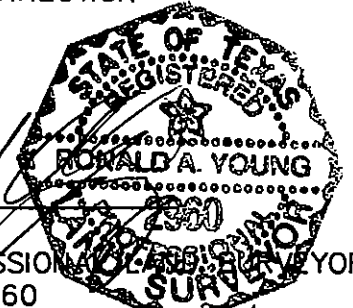
THENCE ALONG THE SOUTH LINE OF SAID S. FINLEY EWING, JR. ADDITION SOUTH 89 DEGREES 43 MINUTES 00 SECONDS WEST A DISTANCE OF 66.83 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 43,324.18 SQUARE FEET OR 0.9946 ACRES OF LAND.

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.

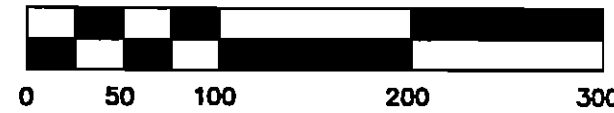

RONALD A. YOUNG
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RONALD A. YOUNG
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 TEXAS REG. NO. 2960



SCALE : 1" = 100'



CURVE TABLE

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S. FINLEY, EWING, JR. ADDITION
 V. 73093, P. 1346, DRDCT

TRACT NO. 1 (ONE) ——— TRACT NO. 2 (TWO)

EWING B JV
 V. 89052, P. 3292

EWING ENTERPRISES LTD PS
 V. 98050, P. 5564

EWING ENTERPRISES LTD PS
 V. 98050, P. 5573

LOT 1, BLOCK B
 INTERNATIONAL PLACE
 V. 98097, P. 0079, DRDCT

PARCEL 3
 (43,324.18 S.F.)

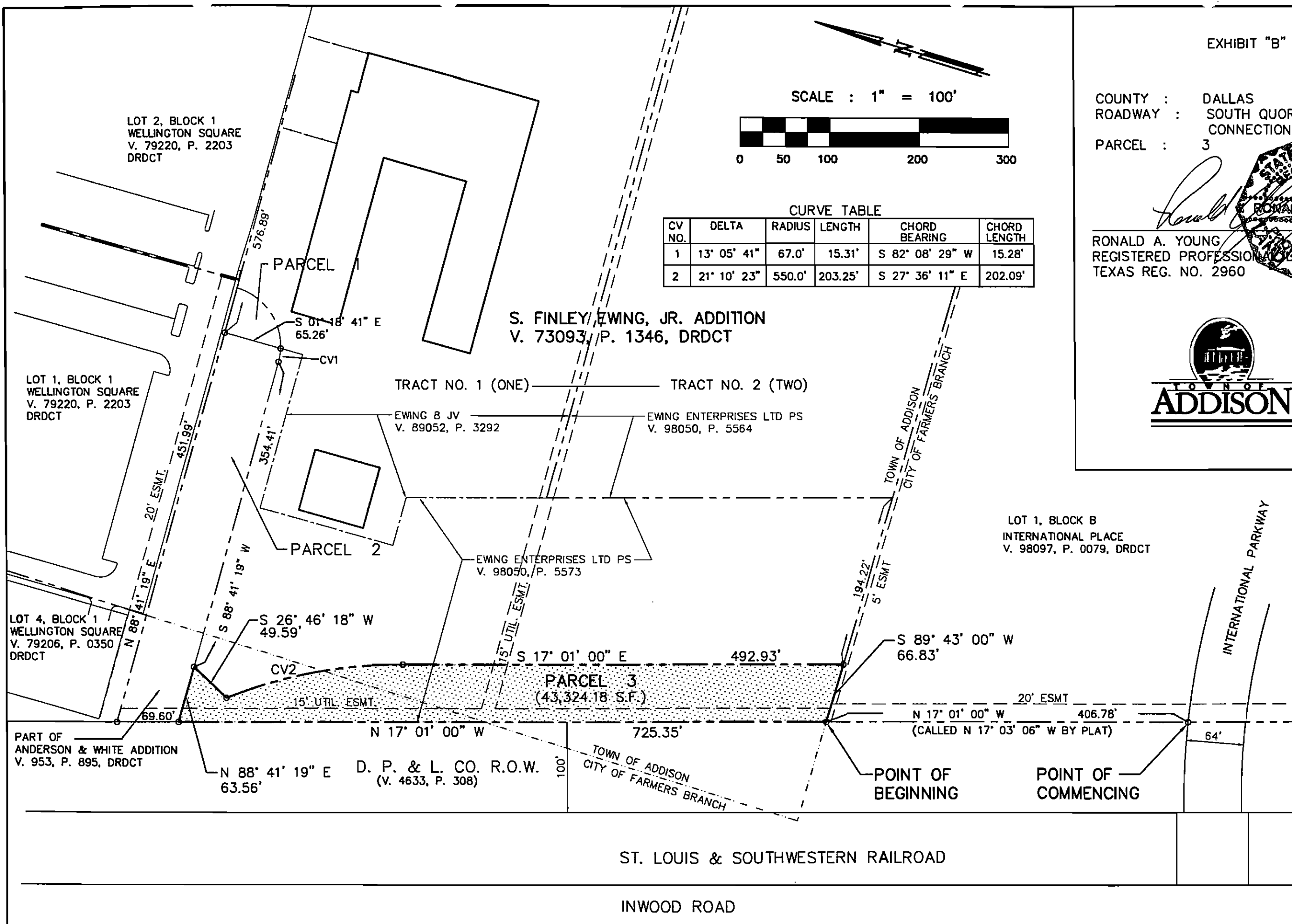
D. P. & L. CO. R.O.W.
 (V. 4633, P. 308)

POINT OF BEGINNING

POINT OF COMMENCING

ST. LOUIS & SOUTHWESTERN RAILROAD

INWOOD ROAD



Inwood/South Quorum

4-28-99

Rec'd a call from Ron.

- What is the status of the Ewing Agreement?
- Have we heard from TU (no) Need to apply pressure on them
- Status of Crescent (we received a lot of changes from them)

Ron would like a meeting early next week to discuss the status of all 3 agreements.

JED

Ewing: we have a response to act on } John working on.
Crescent: -ditto-

TU: Agreement to Hooker 3/30 asking for a response by 4/19. (one follow up call in between)

↙ will sell us an easement. Cannot Deduct the land.

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: April 20, 1999

Time: _____

Total Number of Pages (including this sheet): 3

Normal/Rush: Rush

Client/Matter #: 3195/25211

TO: (1) Jim Pierce
(2) _
(3) _

FAX: (972) 450-2837
FAX:
FAX:

FROM: Bob Buchanan

Direct Dial #: (214) 672-2139

MESSAGE:

**IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,
PLEASE CALL OUR SERVICE CENTER
AT (214) 672-2508
or Vickie Miles (temp) at (214) 672-2585
Thank you.**

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

DALLAS TYLER MCKINNEY

901 MAIN STREET SUITE 4000 DALLAS, TEXAS 75202-3793
TEL 214.672.2000 FAX 214.672.2020

cc John

McGUIRE, CRADDOCK, STROTHER & HALE, P.C.

ATTORNEYS AND COUNSELORS

3550 LINCOLN PLAZA

500 N. AKARD

DALLAS, TEXAS 75201

T. McCULLOUGH STROTHER
(214) 954-6827

TELEPHONE (214) 954-6800
TELECOPIER (214) 954-6868

April 19, 1999

VIA FAX NO. 672-2020

Mr. Robert G. Buchanan
COWLES & THOMPSON
901 Main Street, Suite 4000
Dallas, Texas 75202

RE: City of Addison/Ewing

Dear Bob:

I have received and reviewed your latest draft of the Agreement between the Town of Addison and the Ewings. Most of the issues which we have are conceptual and generally described as follows:

1. Ewing would prefer to grant the City an easement as opposed to conveying title to the Property.
2. Ewing would like to grant the easement only with respect to the Property necessary to build the road abutting its building. As I see it this would be Parcel A and possibly a small piece of Parcel B.
3. Ewing would like some outside date by which the street improvements must be completed after which the easement would terminate if the road had not been completed or at least construction begun.
4. Since Parcel C is no longer involved in the initial construction and therefore is not included in the "fencing" the Herring Property is not secure. The fencing would have to include the securing of the Herring Property (Herring is our tenant).
5. The question has been raised as to whether or not the City of Addison allows gravel to be used for the purpose stated in your Agreement.
6. In connection with Section 23 of your draft (International Parkway Extension) Ewing wants the City to use all reasonable efforts to satisfy the conditions precedent to the City's obligation. If the conditions cannot be met but Ewing can

RECEIVED TIMEAPR. 19. 4:28PM

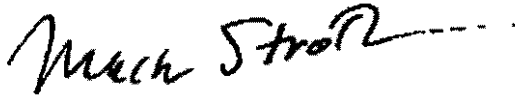
PRINT TIMEAPR. 19. 4:29PM

obtain an agreement with the Railroad to get an easement over its property which will allow access to Inwood Road, we would like the City to commit to construct that portion of the roadway as well, provided the commitment so far as the cost of this alternative construction would be limited to whatever the cost would have been to extend the road to International Parkway. The balance of the cost, if any, would be borne by Ewing or at least someone other than the City.

7. Lastly, in the Notice section you need to provide that Mary Hutchison will receive a copy of the Notice at 4464 West Plano Parkway, Plano, Texas 75093.

Give me a call when you have had a chance to analyze these comments so that we can determine whether or not we have the basis of a deal.

Very truly yours,



T. McCullough Strother

TMS/elr

cc: Mary Hutchison

H:\TMS\CLIENTS\EWING\Buckman041699.wpd

RECEIVED TIME APR 19 4:28PM

PRINT TIME APR 19 4:29PM
TOTAL P.03

Telcom to Bob Buchanan

4-20-99

Re agreement

Want an easement instead of fee simple

Outside Date requested -

Parcel "C" - to intl pky - fencing
not adequate

Does City of Addison allow
gravel for lot

City: All reasonable efforts to get
FB to allow int Parkway
to be built. If not,

and they can get across

PK, want Town to commit
to Building to wherever crossing is
as long as cost doesn't exceed
extension cost

Met
w/
John
&
questions
to
Bob

4-7-14
Replied to B. Buchanan
Jim please file
JB

STATE OF TEXAS

§
§
§

AGREEMENT

COUNTY OF DALLAS

THIS AGREEMENT is entered into this ___ day of _____, 1999 (the "Effective Date") by and between the Town of Addison, Texas (the "City") and Gail Orand Ewing, individually and as Independent Executrix of the Estate of S. Finley Ewing, Jr., the James Orand Ewing 1987 Trust, Ewing Enterprises Limited Partnership (collectively "Ewing") and Ewing 8 Joint Venture (the "Joint Venture").

RECITALS:

1. Ewing and the Joint Venture are each the owners of certain tracts of land (the "Property") located primarily in the City and in the addition that is commonly known as the S. Finley Ewing, Jr. Addition, as depicted on the plat recorded in Volume 73093, Page 1346 of the Deed Records of Dallas County, Texas.

2. As set forth in the City's Thoroughfare Plan, the City anticipates and is in the process of acquiring right-of-way for the purpose of extending Quorum Road in a southerly and easterly direction to serve the Princeton and Wellington buildings.

3. Ewing and the Joint Venture desire to dedicate certain portions of the Property to facilitate the extension of Quorum Road by the City.

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

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

Section 2. Dedication of Land. Ewing agrees to dedicate to the City the land (the "Ewing Land") described in Exhibit "A" attached hereto. The Joint Venture agrees to dedicate to the City the land (the "Joint Venture Land") described in Exhibits "B" and "~~C~~" attached hereto. The conveyance of the Ewing Land and the ~~portion of the Joint Venture Land described in Exhibit "B"~~ shall be by special warranty deed, in the form attached hereto as Exhibit "D". ~~The dedication of the portion of the Joint Venture Land described in Exhibit "C" shall by special warranty deed, in the form attached hereto as Exhibit "E".~~ Hereinafter, the Ewing Land and the Joint Venture Land may be referred to collectively as the "Right-of-Way" and that portion of the Property remaining after conveyance of the Right-of-Way shall continue to be referred to as the "Property".

A. **Title Commitment.** The City, 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 City desire to obtain a survey of the Right-of-Way, such survey shall be at the City's sole expense.

C. **Review of Title Commitment, Survey and Exception Documents.** Ewing and the Joint Venture shall convey clear title to the Right-of-Way, subject only to recorded and validly existing public utility easements and restrictive covenants. With respect to any other exceptions to title or encumbrances, the City shall have 20 days after receipt of the Title Commitment (the "Title Review Period") in which to give notice to the Ewing and the Joint Venture specifying the City's objections (the "Objections") to any such matters disclosed in the Title Commitment or

Survey. All items set forth in the Title Commitment, which are not objected to by the City shall be deemed Permitted Exceptions.

D. Ewing and the Joint Venture's Obligation to Cure; City's Right to Terminate. If the City notifies Ewing and the Joint Venture of Objections to any of the matters furnished to it pursuant to subsection 3 above, then Ewing and the Joint Venture shall, within 10 days thereafter (the "Cure Period"), either satisfy the Objections at their sole cost and expense, or promptly notify the City in writing of the Objections that they cannot or will not satisfy at their expense. If Ewing and the Joint Venture fail or refuse to satisfy any Objections within the Cure Period, then the City as its sole remedy has the option of either (i) waiving the unsatisfied Objections whereupon such Objections shall be deemed Permitted Exceptions, or (ii) terminating this Agreement in which event Ewing and the Joint Venture and the City shall have no further obligations, one to the other, with respect to the subject matter of this Agreement. The City's written election to terminate this Agreement shall be given to Ewing and the Joint Venture no later than 5 days after expiration of the Cure Period. The City's failure to timely send notice of its termination of this Agreement will be deemed an election of subsection (i) above. Notwithstanding anything to contrary herein, Ewing and the Joint Venture shall have no obligation to cure any of the City's Objections.

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

Section 3. Installation of Fence, Driveway, Gate and Lighting. Upon dedication and conveyance of the Right-of-Way, the City agrees to install a 6-foot high vinyl coated chain

link fence topped with 3 strands of barbed wire along the common boundary line between the Right-of-Way and the Property. The City shall construct a gate and driveway on the Property to provide vehicular access to the Right-of-Way. The location of such gate and driveway shall be at the approximate midpoint of Parcel 2 shown on Exhibit "A". The City shall warrant the material and workmanship of such fence for one (1) year after installation. During construction of the street improvements in the Right-of-Way, the City shall install and maintain a temporary 6-foot high chain link fence to secure the Property along its common boundary line with the Right-of-Way. The City shall install and maintain in the Right-of-Way street lighting according to the City's standard practices.

Section 4. Sublease Compensation. A portion of the Property is presently encumbered by a lease (the "Lease") in favor of Don Herring, Inc. dated April 15, 1996 and a sublease (the "Sublease") dated September 1, 1997 by and between Don Herring, Inc., as ("Sublessor"), and McDavid Auction LP, dba Auto Vest, ("Sublessee"). In the event Ewing is required to amend or terminate the Lease or the Sublease in order to convey to the City clear title to the Right-of-Way at the Closing, the City agrees to compensate Ewing for any actual loss in lease rental Ewing and/or ~~Don Herring, Inc.~~ Sublessor may suffer as a result thereof. In the event Ewing amends the Lease and/or the Sublease to provide ~~Don Herring, Inc.~~ Sublessor and/or Sublessee with replacement area for the area taken as a result of the dedication of the Property, such compensation shall be in an amount up to but not exceeding \$1,000.00 per month, beginning with the date of Closing and continuing through April 30, 2001, and the City shall pay the grading allowance described in Section 5. In the event Ewing terminates the Lease and Sublease in full, such compensation shall not exceed \$2,500.00 per month, beginning with the

date of Closing and continuing through April 30, 2001, and the City shall have no obligation with respect to the grading allowance described in Section 5.

Section 5. Grading Allowance. The City acknowledges that conveyance of the Right-of-Way may cause Ewing to incur expenses for grading and application of gravel to improve a presently unimproved portion of the Property. On the conditions described in Section 4 above, the City agrees to reimburse Ewing for such actual expenses in an amount up to but not exceeding \$5,000.00, upon presentation of supporting invoices or other documentation; provided that, such grading and application of gravel is performed no later than 90 days after Closing.

Section 6. Road Construction. The City will cause the street improvements in the that portion of the Right-of-Way described in Exhibits "A" and "B" to be constructed as soon as practicable after the Closing. ~~The City will construct street improvements in that portion of the Right of Way described in Exhibit "C", if agreement can be reached with the City of Farmers Branch for the construction and connection to International Parkway. If such agreement cannot be reached with the City of Farmers Branch within ten (10) years after the Closing, fee simple title to that portion of the Right of Way shall automatically revert to the then current owner of that portion of the Property from which this portion of the Right of Way was conveyed. All~~ construction shall be in accordance with the specifications of the applicable municipal authorities, in order that such authorities will accept dedication of such improvements.

Section 7. Representations and Warranties of the City. The City represents and warrants to Ewing and the Joint Venture as follows:

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

B. Power and Authority. The City has all requisite power and authority to 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 City. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the charter of the City, or any provision of any agreement or instrument to which the City is a party or by which the City is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to the City.

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

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

Section 8. Representations and Warranties of Ewing and the Joint Venture.

Ewing and the Joint Venture each represent and warrant to the City the following:

A. Organization. Ewing Enterprises Limited Partnership (the "Limited Partnership") is a Texas limited Partnership. The Joint Venture is a Texas general partnership. Both entities are duly organized and validly existing under the laws of the state of Texas.

B. Power and Authority. The Limited Partnership and the Joint Venture have all requisite power and authority to enter into this Agreement, and to perform their 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 the Limited Partnership, the James Orand Ewing 1987 Trust (the "Trust") or the Joint Venture, or any provision of any agreement or instrument to which Limited Partnership, the Trust or the Joint Venture is a party

or by which the Limited Partnership, the Trust or the Joint Venture is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to the Limited Partnership, the Trust or the Joint Venture. Gail Orand Ewing is the properly appointed Independent Executrix of the Estate of S. Finley Ewing, Jr. Gail Orand Ewing has all requisite power and authority to enter into this Agreement, and to perform her obligations under this Agreement. The trustee of the Trust has all requisite power and authority to enter into this Agreement and to perform the obligations of the Trust under this Agreement.

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

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 Ewing Land or the Joint Venture Land.

E. Validity at Closing. The representations and warranties of Ewing and the Joint Venture shall be true on the date of the Closing.

Section 9. Conditions to the City's Obligations at Closing. The obligations of the City at the Closing are subject to the satisfaction of the following conditions:

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

B. Ewing and the Joint Venture shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.

Section 10. Conditions to Ewing and the Joint Venture's Obligations at Closing.

The obligations of Ewing and the Joint Venture at Closing are subject to the satisfaction of the following conditions:

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

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

C. The City acknowledges that the Right-of-Way is presently the subject of the Lease and the Sublease. In order that Ewing be able to convey the Property as contemplated herein it will be necessary for Ewing to obtain the written agreement of Lessee and Sublessee containing terms and conditions which are satisfactory to both Ewing, Lessee and Sublessee consenting to the conveyance. Ewing will use reasonable efforts to obtain such an agreement from Lessee and Sublessee within 30 days after the Effective Date of this Agreement. If for any reason Ewing is unable to obtain the agreement of Lessee and/or Sublessee satisfactory to Ewing within such 30-day period, Ewing may terminate this Agreement by giving written notice to the City of such termination prior to the expiration of such 30-day period. In which case neither party shall have any further rights and obligations hereunder. In the event Ewing fails to give such written notice of termination within such 30-day period, the condition set forth in this subsection C shall be deemed to have been waived.

Section 11. Date of Closing. 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 City, but in no event later than December 31, 2000.

Section 12. Place of Closing. The Closing shall be held at the offices of the Title Company.

Section 13. Obligations at Closing. At Closing, Ewing and the Joint Venture shall each deliver to the City: (1) a duly executed and acknowledged special warranty deed in form attached as Exhibit "D" conveying good and indefeasible title in fee simple to that portion of the Right-of-Way described in Exhibits "A" and "B", free and clear of any and all liens, encumbrances, conditions, easements, assessments and restrictions except the Permitted Exceptions; (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 Ewing and the Joint Venture to consummate the transactions described herein. ~~At Closing, the Joint Venture shall deliver a duly executed and acknowledged special warranty deed in the form attached as Exhibit "E" conveying good and indefeasible title in fee simple, subject to a possibility of reverter, to that portion of the Right of Way described in Exhibit "C", free and clear of any liens, encumbrances, conditions, easements and restrictions except the Permitted Exceptions.~~

Section 14. 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 15. Notice. Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed delivered upon the hand delivery thereof to the following address, or upon three (3) days following the deposit of the notice in the United States

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

To the City:

To Ewing:

To Joint Venture:

5300 Belt Line Road
Addison, Texas 75001

Attn: City Manager

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

Section 16. 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 17. 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 18. 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 19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Section 20. Time of Essence. Time is of the essence in this Agreement.

Section 21. 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 22. Memorandum of Agreement. The City shall be entitled to record a memorandum of this Agreement in the Real Property Records of Dallas County, Texas. The City agrees to execute and record a release of such memorandum in the event the Closing does not occur as provided above.

Section 23. International Parkway Extension. Ewing and the Joint Venture desire access from the west side of the Property south to International Parkway. Ewing and the Joint Venture are willing to dedicate to the City for right-of-way the property described in Exhibit "C" attached hereto for the purpose of facilitating such access. In the event Ewing and the Joint Venture are able to obtain the approval of the City of Farmers Branch for a right-of-way connection from the Property to International Parkway and the agreement of the adjoining property owner to dedicate to the City right-of-way necessary to make the connection to International Parkway, the City will accept the dedication of the property described in Exhibit "C" and construct the street improvements over such property. The obligations of the City under this Section 23 are conditioned upon the occurrence of each of the following no later than 5 years after the date of this Agreement: (1) execution of an agreement with the City of Farmers Branch, acceptable to the City, allowing for the construction of the street improvements and the connection to International Parkway, and (2) dedication by the adjoining property owner of the right-of-way necessary to make the connection to International Parkway from the property described in Exhibit "C" on terms acceptable to the City. If the foregoing conditions are timely satisfied, the dedication of the property described in Exhibit "C" shall be by special warranty

deed in the form attached hereto as Exhibit "D". and the obligation regarding fencing and lighting described in Section 3 above shall apply equally to the property described in Exhibit "C".

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

TOWN OF ADDISON, TEXAS

By: _____
Ron Whitehead, City Manager

By: _____
Gail Orand Ewing, Independent Executrix
of the Estate of S. Finley Ewing, Jr.

ATTEST:

JAMES ORAND EWING 1987 TRUST

By: _____
Carmen Moran, City Secretary

By: _____
Name: _____
Title _____

**EWING ENTERPRISES LIMITED
PARTNERSHIP**

By: _____
Name: _____
Title _____

EWING 8 JOINT VENTURE

By: _____
Name: _____
Title _____

4-6-99

① Ewing Prop Apr 26 Agenda ← Council Meeting

Parcel A & B
Revisions being made

② Crescent ✓ June 1st agenda day
TU June 8 Council meet

~~Bl Buchanan~~

Don't worry about Farmers Brush
role in driveway

TU - follow up next week
call Jeanne

Inwood/S. Quorum Meeting @ Town Hall
~~Attorney~~

3-18-99

Mack Struther, Fin, Mary, Shawn Todd, John
JEP & Bob Buchanan!

Re Segments B & C -

Segment C - Ewing wants us to court immediately

1. We can't build a road to nowhere
2. We take 70' + ROW that can't be used.
Why do that?

John talked to
Jerry Murawski
on phone.

Fin: Farmers Branch wants the road and so does
the property owner (Former Butts Property)
Bird Camp owns the Land -

John: ^{FB} Have a site plan in for review that
does not include a road.

Discuss another RR crossing adjacent to Ewing
Property. Would Town support same? Qualified yes.

Ewing: Do due diligence w Farmers Branch wrt
road and International Parkway connection.

Get w Farmer Branch wrt deeds and
get their sign-off

John - Call Murawski re Crescent/Driveways
& F.B. "sign off".

3-18-99

John -
Reminder to call Jerry Murawski
regarding:

1. Driveway cuts for Crescent Property
2. "Sign Off" on other agreements -

job.

Jim Pierce

From: Jim Pierce
Sent: Thursday, March 04, 1999 11:35 AM
To: Ron Whitehead; John Baumgartner
Subject: Ewing/Inwood/S.Quorum Project

Mary Hutchinson called me after receiving the agreement and deed for the dedication. She had 2 comments:

1. She would like the agreement to cover the entire monthly cost of the sublease just in case the sublessee wants to cancel the lease when the partial property take occurs. She does not know if that would happen or not but wants to be covered. I suggested Mary mark up the agreement to that effect.
2. The agreement did not have Parcel 3 included (this is the piece that runs about 670' south, parallel with the TU property, and would allow connection to International Parkway). Mary stated that dedicating this Parcel is attractive to Ewing along with the understanding the Town would complete the road through Parcel 3 at the appropriate time. I did not give Mary a response on this. She will hold up sending the agreement to Fin and their real estate attorney until she receives a response/explanation to this comment.

Please call Mary at 972-612-6120. Thanks, Jim.

Jim Pierce

From: John Baumgartner
Sent: Friday, March 05, 1999 9:23 AM
To: Ron Whitehead
Cc: Jim Pierce
Subject: RE: Ewing/Inwood/S.Quorum Project

The potential impact is approximately an additional \$24,000 in rent guarantee. Currently we have proposed to guarantee \$12,000 of revenue and provide an allowance of \$5,000 to their tenant to adjust his rental site. We have talked to the tenant and he has indicated a willingness to reduce his rental area in exchange for the allowance and a \$1000 a month rent reduction. I do not think there is much risk but the tenant can always change his mind when we get closer to construction. We will proceed with trying to craft the agreement to meet the Ewing's needs without much more additional risk. They are ready to move ahead. I feel good about where we are with them.

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

From: Ron Whitehead
Sent: Friday, March 05, 1999 9:14 AM
To: John Baumgartner
Subject: RE: Ewing/Inwood/S.Quorum Project

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

From: John Baumgartner
Sent: Friday, March 05, 1999 6:42 AM
To: Ron Whitehead
Subject: FW: Ewing/Inwood/S.Quorum Project

John, I do not understand the financial impact on us of item 1. I have no problem with item 2 if they want to dedicate the property, but I cannot tell them when we will build it. If that is good enough then we can proceed. I am not sure we have the money to do all of it at this time. What do you think? Ron

I will discuss this on Monday with you.

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

From: Jim Pierce
Sent: Thursday, March 04, 1999 11:35 AM
To: Ron Whitehead; John Baumgartner
Subject: Ewing/Inwood/S.Quorum Project

Mary Hutchinson called me after receiving the agreement and deed for the dedication. She had 2 comments:

1. She would like the agreement to cover the entire monthly cost of the sublease just in case the sublessee wants to cancel the lease when the partial property take occurs. She does not know if that would happen or not but wants to be covered. I suggested Mary mark up the agreement to that effect.
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appropriate time. I did not give Mary a response on this. She will hold up sending the agreement to Fin and their real estate attorney until she receives a response/explanation to this comment.

Please call Mary at 972-612-6120. Thanks, Jim.

Rec'd 3-3-98



February 26, 1998

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

Dear Mr. Pierce:

Enclosed with this letter is an 8 1/2" x 11" drawing of the concept plan of the One International Place office project for your review. Please contact me at (972) 919-2669 and let me know your comments regarding how the new roadway in Addison would impact this project. Thank you very much for your assistance in this manner. If I can be of service to you, please let me know.

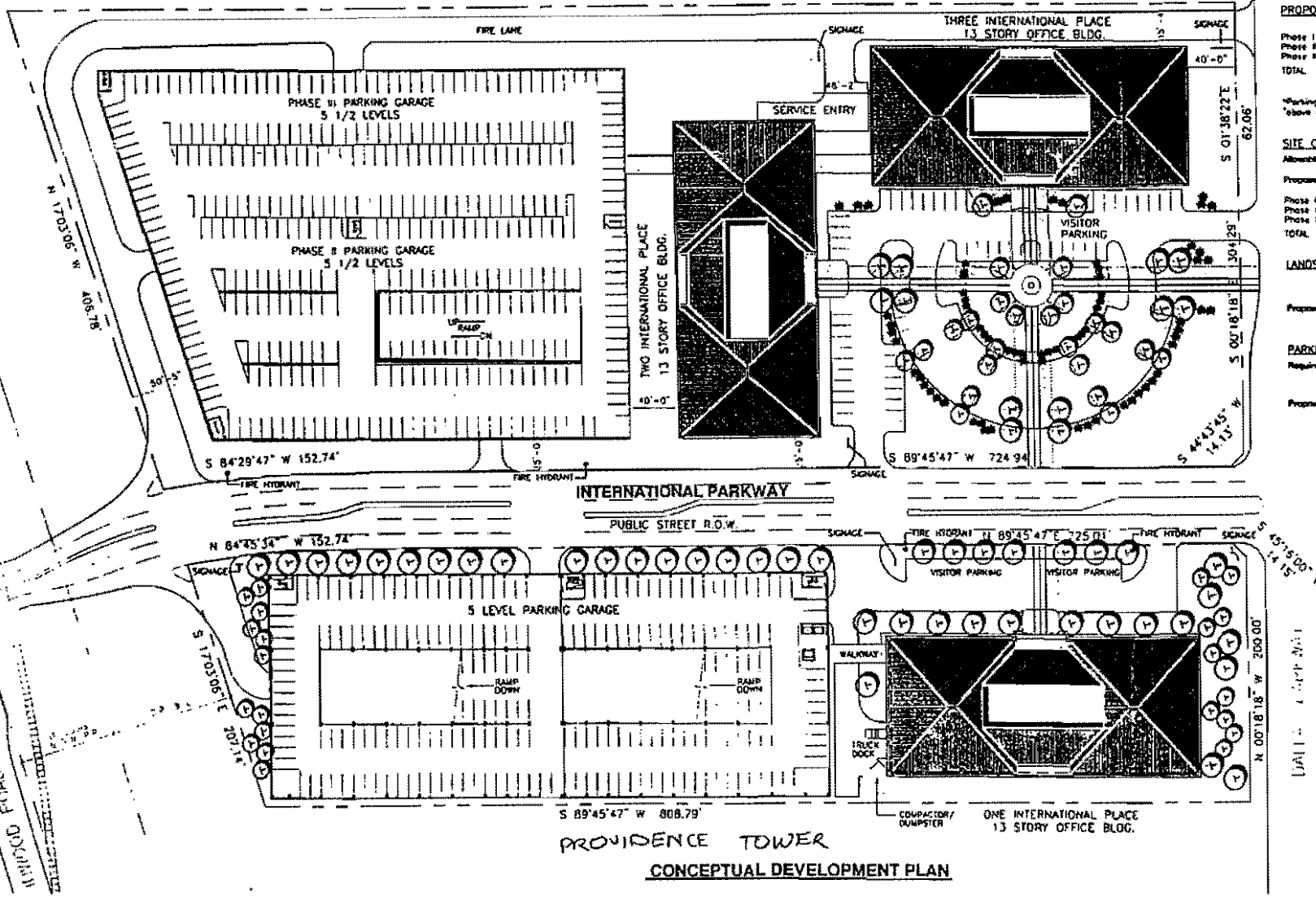
Sincerely,

Stephen M. Sims, AICP
Planning Analyst
Community Services Department

sms
Attachments

ADDISON

N 89°42'30" E 1002.81'



CALCULATIONS

TOTAL ALLOWABLE FLOOR AREA FOR ENTIRE P.C. 95.1

Total P.C. Area = 594,100 SF (13.84 Acres)
 Fall Rate = 1.35
 Allowable Area = 1,990,235 SF

PROPOSED DEVELOPMENT

Phase	OFFICE	GARAGE (gross)	TOTAL
Phase I	370,000 SF	402,394 SF	772,394 SF
Phase II	370,000 SF	274,984 SF	644,984 SF
Phase III	370,000 SF	202,873 SF	572,873 SF
TOTAL	1,110,000 SF	880,255 SF	1,990,255 SF

*Parking Garage Areas include all structure above grade area and Exclude the surface parking.

SITE COVERAGE

Allowable Coverage = 594,100 SF / 2 = 297,050 SF (50%)

Proposed Coverage =

Phase	OFFICE	GARAGE	TOTAL
Phase I	28,500 SF	84,870 SF	113,370 SF
Phase II	28,000 SF	84,870 SF	112,870 SF
Phase III	28,000 SF	34,648 SF	62,648 SF
TOTAL			287,988 SF (10%)

LANDSCAPE AREA

= 594,100 SF x 10% = 59,410 SF (10%)

Proposed Landscape Coverage for Total Site = 93,000 SF (15%)

PARKING

Required Number of Parking Spaces:
 1,110,000 SF / 500 = 3700 Parking Spaces

Proposed Number of Parking Spaces:
 = 3808 Parking Spaces



ONE INTERNATIONAL PLACE
 DALLAS NORTH TOLLWAY @ INTERNATIONAL PARKWAY

