

2001 INWOOD / S. QUORUM -
THORFARE PLAN REVISION

151015

Oxford®

NO. E752 1/2

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 9-18-01

Claim # _____

Check \$ 1,617.50

Vendor No. _____

Vendor Name Lee Engineering

Address 3033 N. 44th Street

Address Suite 375

Address Phoenix, Arizona

Zip Code 85018

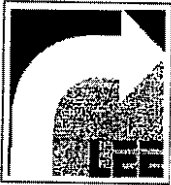
INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
# 14873	41	000	56570	42303		1617.50

TOTAL \$ 1,617.50

EXPLANATION Engineering review of Therofare Plan from Landmark Extension through the Ewing Property

[Signature]
Authorized Signature

Finance



3033 N. 44TH STREET
 SUITE 375
 PHOENIX, ARIZONA 85018
 602/955-7206 FAX 602/955-7349

J.E. ENGINEERING

August 23, 2001

Invoice Number: 14873

Town of Addison
 16801 Westgrove Drive
 Addison, TX 75001-9010

Attn: Mr. Jim Pierce

Re: Job T1145.02
 Ewing Property Thoroughfare
 Plan Impact Review

Consulting Services from August 14, 2001 through August 17, 2001

Billing Group: 001

	Contract Maximum:		\$9,500.00
	Previous Billings Against Maximum:		\$0.00
	Current Billings Against Maximum:		\$1,617.50
	Balance After This Invoice:		\$7,882.50
Engineering Designer	7.50 hrs. @	\$89.00 /hr.	\$667.50
Project Manager	5.00 hrs. @	\$130.00 /hr.	\$650.00
Secretarial/Clerical	6.00 hrs. @	\$50.00 /hr.	\$300.00
			<hr/>
	TOTAL LABOR		\$1,617.50

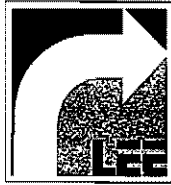
TOTAL AMOUNT DUE \$1,617.50

Aged Receivables:				
CURRENT	31-60 DAYS	61-90 DAYS	91-120 DAYS	+120 DAYS
\$ 1,617.50	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.

Approved: *Jim Pierce* 9-11-01

CC: MIKE MURPHY
STEVE CRITCHMAN



17440 DALLAS PARKWAY
SUITE 204
DALLAS, TEXAS 75287
972-248-3006 FAX 972-248-3855

LEE ENGINEERING

August 28, 2001

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

Re: Thoroughfare Plan Impact Review - Ewing Property

Jim:

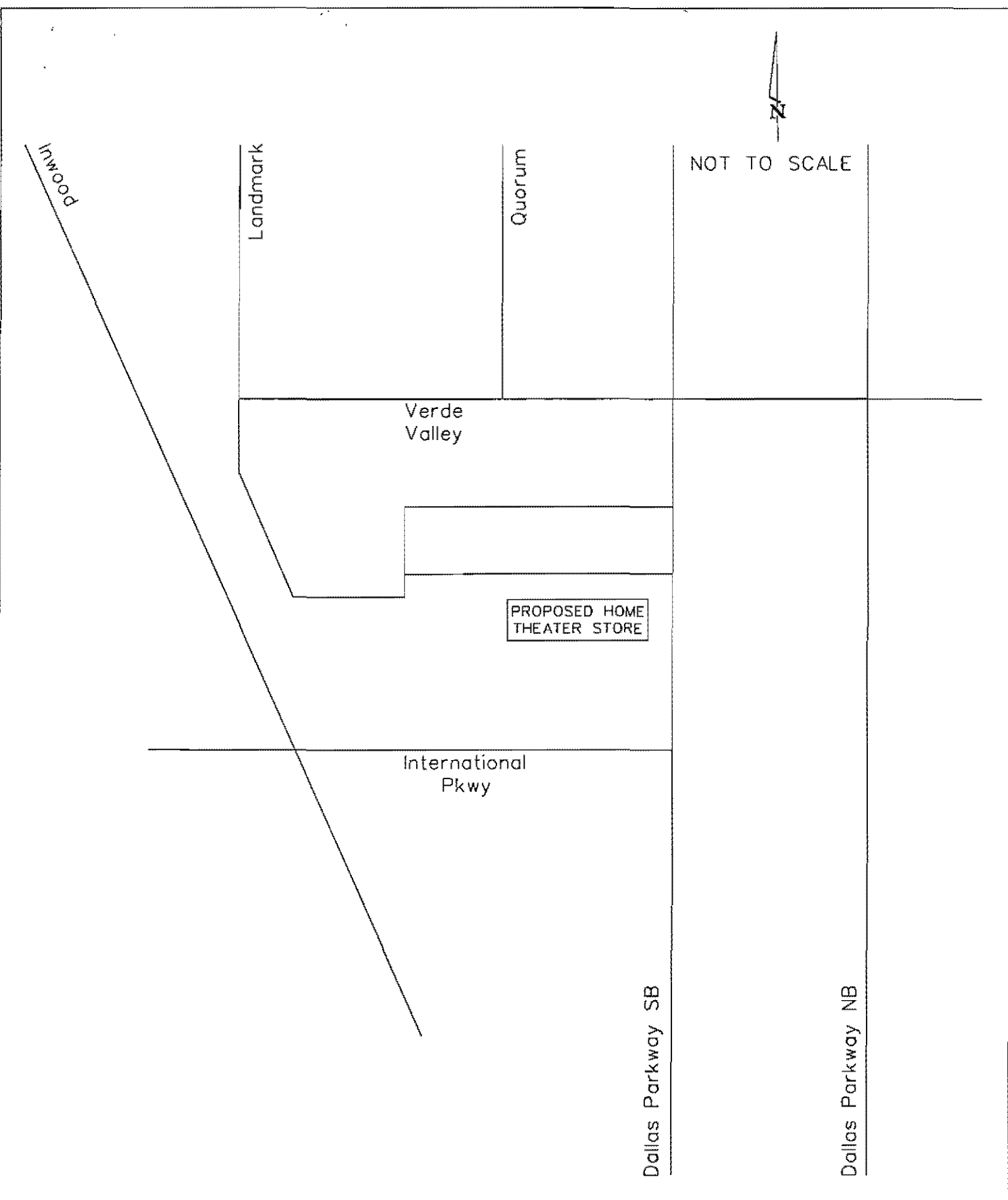
Lee Engineering has evaluated the impact of the proposed development on the Ewing property on the Town of Addison's Thoroughfare Plan. The Ewing property is located to the west of southbound Dallas Parkway south of Quorum Drive. The proposed development on the Ewing property is a home theater store which would eliminate or reroute the extension of Landmark Boulevard to Dallas Parkway as shown on Addison's Thoroughfare Plan. A site layout of this area is provided in Figure 1.

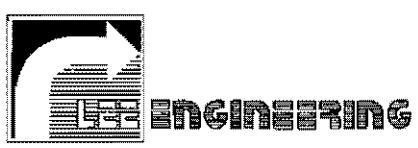
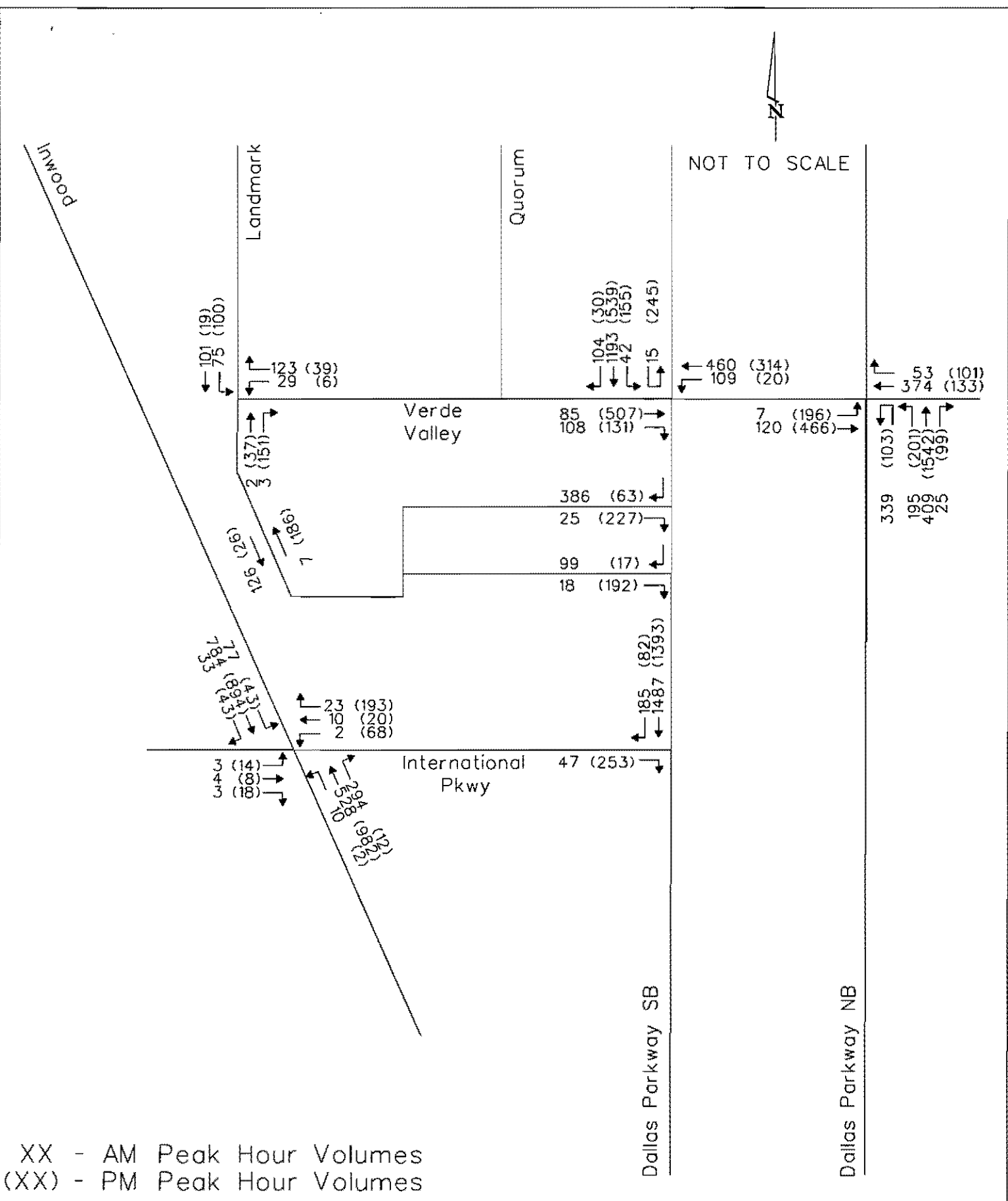
DATA COLLECTION

As part of this study, we gathered previous transportation studies and reports for the study area and collected peak hour turning movement counts on Thursday, August 9, 2001 at the following intersections:

- Landmark Boulevard at Verde Valley Lane,
- Dallas Parkway Southbound at Verde Valley Lane,
- Dallas Parkway Northbound at Verde Valley Lane,
- Dallas Parkway Southbound at International Parkway, and
- Inwood Road at International Parkway.

The peak hour turning movements are shown in Figure 2. We also collected 24-hour traffic counts on the extension of Landmark Boulevard south of Verde Valley Lane. Origin and destination traffic data were also collected during the peak hours to identify the percentage of traffic cutting through the existing office and restaurant parking lots. Figure 2 also shows the peak hour traffic from both the 24-hour counts on Landmark Boulevard and the entering and exiting traffic for the existing office complex north of the proposed home theater store.





Existing Peak Hour Traffic Volumes

Figure 2

Based on the origin-destination data collected, the cut-through traffic volumes were not significant, as shown in Table 1. Based on these findings, it is concluded that an extension of Landmark Boulevard would not serve a high volume of traffic, but would serve primarily local property access and area circulation.

Table 1. “Cut-Through” Traffic Volumes

		TO			
		AM PEAK HOUR		PM PEAK HOUR	
		Landmark Blvd	Dallas Pkwy	Landmark Blvd	Dallas Pkwy
FROM	Landmark Blvd	-	9	-	18
	Dallas Pkwy	3	-	3	-

However, it is not known whether these volumes are actually “cut-through” traffic or drop-off/pick-up operations for the existing office building complex. Regardless, the volume of possible existing “cut-through” traffic is low.

THOROUGHFARE PLAN ALTERNATIVES

Three alternatives were evaluated with respect to the future of the proposed extension of Landmark Boulevard to Dallas Parkway as shown on the Town of Addison’s Thoroughfare Plan. The three alternatives are identified below and discussed in the sections that follow:

- Elimination of Extension - Existing roadways to remain as they are and the extension of Landmark Boulevard to the Dallas Parkway would be eliminated from the Town of Addison’s Thoroughfare Plan.
- As Shown in Thoroughfare Plan - Landmark Boulevard would be extended to the Dallas Parkway as shown by the Town of Addison’s Thoroughfare Plan.
- Southern Extension - Landmark Boulevard would not be extended to the Dallas Parkway as shown by the Town of Addison’s Thoroughfare Plan, but the Thoroughfare Plan would be revised to extend Landmark Boulevard south to International Parkway.

Eliminate Landmark Boulevard Extension to Dallas Parkway

Eliminating the proposed extension of Landmark Boulevard to Dallas Parkway would result in traffic operations similar to those that exist currently in the study area. No new roadways would be constructed and the traffic patterns that currently exist would continue in the future. Under this alternative, there would not be a connection between the proposed home theater store and Landmark Boulevard or the proposed home theater store and the adjacent office parking lot to the north.

Extend Landmark Boulevard to Dallas Parkway

Two options for extending Landmark Boulevard to the Dallas Parkway were examined. The first option includes extending Landmark Boulevard to the Dallas Parkway as shown in the current version of the Town of Addison's Thoroughfare Plan. The second option extends Landmark Boulevard to the Dallas Parkway, but the extension of Landmark Boulevard would intersect the Dallas Parkway south of both the original proposed intersection and proposed home theater store.

Option A - Existing Thoroughfare Plan Alignment

Based on the plans and site visits, the proposed extension of Landmark Boulevard would intersect Dallas Parkway within 100 feet of the southern driveway for the adjacent office complex and approximately 300 feet from the southbound Dallas North Tollway exit ramp. Under this configuration, the spacing between the driveways of the office complex and the proposed home theater store is a concern, although these two driveways currently exist. Of more concern, however, is the short distance between the exit ramp and the proposed Landmark Boulevard extension. Sufficient distance for traffic to safely exit the Dallas North Tollway and use the Landmark Boulevard extension would not exist, especially during peak periods. TxDOT restricts access within a minimum of 250 feet of an exit ramp, with longer distances desirable for high volume frontage roads like the Dallas Parkway. Because of this difficulty, the benefit of using the Spring Valley exit ramp to gain access to the office complex south of Belt Line Road and north of Verde Valley Lane would be negated.

By using Option A, alterations to the parking lot of the proposed home theater store or elimination of the parking lot would be required to accommodate the Landmark Boulevard extension. While this would provide a more direct access from Landmark Boulevard to the Dallas Parkway, it is expected that the possibility of "cut-through" traffic to southbound Dallas North Tollway would be unlikely, as the next entrance ramp to the Dallas North Tollway is located south of the Spring Valley Road intersection. While extending Landmark Boulevard to the Dallas Parkway would provide additional access locations to the office complex north of Landmark Boulevard, the distance between the southbound Dallas North Tollway exit ramp and the proposed Landmark Boulevard extension does not appear to be long enough to safely allow this maneuver.

Option B - Landmark Boulevard Extended to Dallas Parkway South of Proposed Site

Realigning the extension of Landmark Boulevard to the south of that shown on the Town of Addison's Thoroughfare Plan would increase the distance between the southbound Dallas North Tollway exit ramp and Landmark Boulevard. This would result in a safer and longer merging area for traffic to exit the Dallas North Tollway and use the Landmark Boulevard extension. This should be advantageous for vehicles accessing the office complex and other developments north of the proposed home theater store because motorists could bypass the congested signalized intersections of Dallas Parkway at Belt Line Road and Verde Valley Lane by using the Dallas North Tollway exit ramp south of Verde Valley Lane, merging to the right lane, and using the Landmark Boulevard extension to access the properties.

Similar to Option A, the potential for “cut-through” traffic from Landmark Boulevard to southbound on the Dallas North Tollway would be low, since the next entrance ramp to the Dallas North Tollway is located south of Spring Valley Road. Alterations to the proposed home theater store parking lot would not be necessary under this option.

Extend Landmark Boulevard to International Parkway

While this alternative does not provide a direct connection to Inwood Road, it provides the shortest distance to access Inwood Road compared to the other alternatives. This alternative provides a link between the Dallas North Tollway exit ramp and Landmark Boulevard, although Landmark Boulevard would be accessed via International Parkway. The merging distance between the Dallas North Tollway exit ramp and International Parkway would not be a concern.

However, extending Landmark Boulevard to International Parkway would require coordination with the City of Farmers Branch and the property owners to the south. Provisions for alterations to the parking garage for the International Chase Office Complex near International Parkway may be required as a proposed entrance to the garage appears to be located along the probable Landmark Boulevard extension.

RAILROAD CROSSING ANALYSIS

The issue of railroad crossings between Landmark Boulevard and Inwood Road was also a consideration in this study. Of the alternatives examined in the previous sections, extending Landmark Boulevard to International Parkway would enable vehicles the capability to cross the railroad to access Inwood Road. Since this railroad crossing is existing and no new railroad equipment would be required, this railroad crossing should be considered sufficient for access from Landmark Boulevard to Inwood Road. The other two options for accessing Inwood Road from Landmark Boulevard are described in the following sections.

Segment D (North Crossing)

This segment, if constructed, would more than likely, require a traffic signal installation on the western side of the railroad tracks on Inwood Road. However, traffic signals are currently in place and operating on the eastern side of the tracks. The storage of rail cars on the existing railroad track siding would need to be eliminated at this location and railroad crossing equipment would need to be installed.

Segment B (South Crossing)

If Landmark Boulevard is not extended to the Dallas Parkway, this segment should not be considered as a possible railroad crossing. If Landmark Boulevard is extended, it is anticipated that traffic signal installations would be required at the intersections on both sides of the railroad tracks. Since the City of Farmers Branch is to the west of the railroad tracks, coordination between the Town of Addison and the City of Farmers Branch would be required for this segment to be a possibility. The proposed intersection of Segment B with Inwood Road would

also be approximately 400 feet south of the existing signal on Inwood Road at Langland Drive. A new signalized intersection this close to an existing signalized intersection is typically not recommended. Similarly to Segment D, the storage of rail cars on the existing railroad track siding would need to be eliminated at this location and railroad crossing equipment would need to be installed.

RECOMMENDATIONS

Based on our review, the extension of Landmark Boulevard shown on Addison's Thoroughfare Plan is primarily to serve local property access and area circulation. The extension as shown on the Thoroughfare Plan from its current termination would not divert a significant volume of "cut-through" traffic from office building parking lot to the north. However, there does appear to be a need to provide access and circulation in the area. This could be accomplished in one of several ways:

- The extension as shown on the Thoroughfare Plan would impact the proposed development. The impact could be reduced by extending the route through the site parking lot and allowing "on-street" parking. The extension as shown on the Thoroughfare Plan also appears to intersect the Dallas Parkway too close to the southbound exit ramp from the Dallas North Tollway to effectively allow exiting traffic from the ramp to use the roadway. So while maintaining the current thoroughfare plan is possible, it is not recommended.
- Extending Landmark Boulevard south to intersect International Parkway would serve the area well and would accomplish many of the goals and purpose intended in the thoroughfare plan. This extension would require coordination with the city of Farmers Branch and the property owners to the south.
- If extending Landmark Boulevard to International Parkway is not possible and the Town of Addison wishes to pursue the Landmark Boulevard extension to the Dallas Parkway, the extension should be south of the proposed home theater store.
- If Addison does not pursue the extension of Landmark Boulevard, properties in the area should be required to provide cross-access. This cross-access will allow vehicles to circulate between properties to access the existing Landmark Boulevard without accessing the Dallas Parkway.

Based on review of the railroad crossing alternatives, the proposed Segment D crossing at the existing Landmark Boulevard and Verde Valley Lane intersection would be the preferred alternative. If Landmark Boulevard were extended to International Parkway, the need for a railroad crossing to the north would be reduced.

If you have any questions regarding this study, please contact me at (972) 248-3006. We appreciate the opportunity to provide these services.

Sincerely,

A handwritten signature in black ink, appearing to read "J. T. Short". The signature is written in a cursive style with a large initial "J" and "S".

Joseph T. Short, P.E.
Vice President

HP LaserJet 3200se



TOALASERJET 3200
9724502837
JUL-23-2001 17:32

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
45	7/23/2001	17:30:38	Send	7043	1:23	2	OK

TOWN OF
ADDISON

PUBLIC WORKS

To: Ron Whitehead

From: Jim Pierce, P.E.
Asst. Public Wks. Dir.
Phone: 972/450-2879
FAX: 972/450-2837
jpierce@ci.addison.tx.us

Company: _____

FAX #: 7043

Date: 7-23-01

of pages (including cover): 2

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

Re: Ewing Agreement

Original in mail Per your request FYI Call me

Comments: Attached is first page of agreement. See/Recital #2

Jim

STATE OF TEXAS

§

AGREEMENT

COUNTY OF DALLAS

§

§

THIS AGREEMENT is entered into this ~~25th~~ day of July, 1999 (the "Effective Date") by and between the Town of Addison, Texas (the "City") and James O. Ewing, Frances Ewing Rowland, Ewing Enterprises Limited Partnership and Ewing 8 Joint Venture (collectively the "Ewing Parties").

RECITALS:

1. The Ewing Parties are 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 a roadway from the Quorum Drive area in a southerly and easterly direction to serve the Princeton and Wellington buildings and the Property.

3. The Ewing Parties desire to dedicate certain portions of the Property to facilitate the City's extension of a roadway from the Quorum Drive area in a southerly direction to serve the Princeton and Wellington buildings and the Property.

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 and the Ewing Parties 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.



LETTER OF TRANSMITTAL

Public Works / Engineering
 16801 Westgrove • P.O. Box ~~144~~ 9010
 Addison, Texas 75001 - 9010
 Telephone: (214) 450-2871 • Fax: (214) 931-6643

DATE	5-31-00	JOB NO.
ATTENTION		
RE:	Inwood / S. Quorum Access	
	Ewing Agreement	

TO Mary Hutchinson
Ewing Enterprises

GENTLEMAN:

WE ARE SENDING YOU

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

COPIES	DATE	NO.	DESCRIPTION
1			Check for \$ 5,000.00 to RJC Excavating
1			Memo from Autovest
1			RJC Excavating Invoice for \$ 5000.00

THESE ARE TRANSMITTED as checked below:

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

REMARKS Mary - This satisfies Section 5, Grading
allowance, of our agreement

COPY TO _____

SIGNED: _____

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



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

NationsBank
WICHITA FALLS, TX 76301

NO. 093959

DATE 05/25/00

CHECK NO. 093959

FIVE-THOUSAND DOLLARS AND NO CENTS

AMOUNT
*****5,000.00

RJC EXCAVATING, INC
P O BOX 216
COPPELL, TX 75019

TOWN OF ADDISON

VOID
AFTER
60
DAYS

NON-NEGOTIABLE

⑈093959⑈ ⑆111901302⑆ ⑆25484273⑈

093959

NO. 093959

007164 RJC EXCAVATING, INC

DATE	INVOICE NUMBER	ACCOUNT NUMBER	GROSS	DISCOUNT	NET AMOUNT
05/25/00	1122	11-000-58110-42303-000	5,000.00	0.00	5,000.00
			5,000.00	0.00	5,000.00

COPY

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

Ewing Property
Est. Road Const. Cost.

5-30-01

Length of Road = 730'

Length of Inwood/S. Quorum:

$$\begin{array}{r}
 24+44 \\
 - 8+00 \\
 \hline
 16+44 \\
 + 6+25 \\
 \hline
 22+69 \\
 + 2+33 \\
 \hline
 25+02 \leftarrow \text{Total Length}
 \end{array}$$

Paving Improvements
Storm Sewer

$$\begin{array}{r}
 774,461 \\
 149,735 \\
 \hline
 \$ 924,196
 \end{array}$$

$$\frac{924,196}{2502} = \$ 369.38/\text{ft} \quad \text{say } \$ 370/\text{ft}$$

$$\begin{array}{r}
 \$ 370/\text{ft} \times 730' = \$ 270,100 \quad \text{Const} \\
 40,515 \quad \text{Engr \& Survey} \\
 27,010 \quad \text{Contingency} \\
 \hline
 \$ 337,625 \leftarrow \text{Est Cost to} \\
 \text{construct Road thru} \\
 \text{Ewing Property}
 \end{array}$$

Addison!

5/23/00

JIM PIERCE, P.E.
Assistant City Engineer
(972) 450-2879
(972) 450-2834 FAX
jpierce@ci.addison.tx.us E-mail

Town of Addison 16801 Westgrove Dr. P.O. Box 9010, Addison, Texas 75001-9010

Judy - Please call RUC
Excavating when their
check is ready. They
would like to pick it
up Friday.

Jim

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 5-23-00 Claim # _____ Check \$ 5,000.00

Vendor No. _____
 Vendor Name RJC Excavating, Inc
 Address P.O. Box 216
 Address Coppell
 Address Texas
 Zip Code 75019

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
			58110			
Job Invoice 1122	41	000	56040	42303		\$ 5,000.00

TOTAL \$ 5,000.00

EXPLANATION As per Section 5, Grading allowance,
Agreement between Town of Addison and Ewing Parties.



 Authorized Signature

 Finance

Mr. Jim Pierce
City of Addison

AUTOVEST AUTOGRAM

Ewing Parties JEP

In accordance with the agreement between AutoVest and the City of Addison, I am forwarding the enclosed invoice from RJC Excavating, Inc. for services rendered. The improvements to the premises at 14575 Dallas Parkway have been completed and I would like to request that a check be issued directly to RJC in the amount of \$5000.

Thank you for your assistance to this matter. If necessary please do not hesitate to contact me at 972/713-6565 extension 303.

Best Regards,,



Tony Langdon
AutoVest

JOB INVOICE

RJC EXCAVATING, INC.

P. O. Box 200-216
COPPELL, TX 75019

(972) 421-3691

972-462-1704

1122

CUSTOMER'S ORDER NO. Autovest	DATE ORDERED 5-22-00
ORDER TAKEN BY TONI	DATE PROMISED <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.

BILL TO Town of Addison	PHONE
ADDRESS	MECHANIC
CITY Addison	HELPER
JOB NAME AND LOCATION Autovest	<input type="checkbox"/> DAY WORK
DESCRIPTION OF WORK 14575 Dallas Highway	<input type="checkbox"/> CONTRACT
Addison	<input type="checkbox"/> EXTRA

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
	Driveway Repair		5,000.00

HOURS	LABOR	AMOUNT	TOTAL MATERIALS
	MECHANICS @		3800.00
	HELPERS @		1200.00
I hereby acknowledge the satisfactory completion of the above described work:		TOTAL LABOR	
SIGNATURE		DATE COMPLETED	TOTAL 5,000.00

Inwood/S. Quorum

5-18-00

Ewing Agreement

Tony Langdon

972-713-6565 x303

Auto Vest

Leases a bldg from Don Herring

Made some lot improvements

Spent \$5,000.00

5-15-00

Rec'd call from Melissa,
Charles & Thompson.

Rec'd Evrog Documents -
Filed today.

Rec'd Mem of agreement
with Farmers Branch
for Crescent.

4464 West Plano Parkway
Plano, Texas 75093
Phone: (972) 612-6120
Fax: (972) 612-6964



Fax

To: Jim Pierce From: Mary Hutchison/Shirley Montgomery

Fax: 972-450-2834 Date: 4/27/00

Phone: 972-450-2879 Pages: 2

Re: Rd Approval CC:

- Urgent For Review Please Comment Please Reply Please Recycle

•Comments

If you have any questions concerning the transmission or reception of this fax, please contact Shirley Montgomery (972) 612-6120.

EWING ENTERPRISES L.P.
4404 WEST PLANO PARKWAY
PLANO, TEXAS 75093
972/612-6120

April 3, 2000

Mr. James C. Pierce, Jr.
Assistant City Engineer
City of Addison
PO Box 9010
Addison, TX 75001-9010

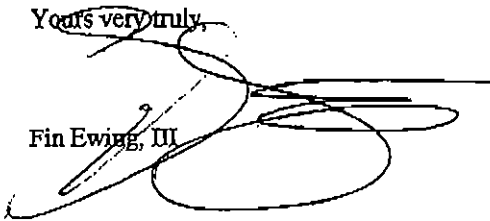
Re: Ewing Drive

I have reviewed the design plans for Ewing Drive and give my approval to the plans on behalf of the owners of the property.

If you have any questions regarding this matter, please contact me or Mary Hutchison at 972-6120-6120.

Yours very truly,

Fin Ewing, III



Z 474 220 299 Jim
Pierce

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to	Mary Hutchinson
Street & Number	4464 W. Plano Pkwy
Post Office, State, & ZIP Code	Plano TX 75093
Postage	\$.33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	1.73
Postmark or Date	APR 25 1995 PLANO TX 75001

PS Form 3800, April 1995

SENDER Complete items 1, 2, 3, and 4

1. Show to whom, date, and address of delivery

2. Restricted Delivery

3. Addressee's Address

4. Addressee's Signature

5. Date of Delivery

6. Addressee's Address (ONLY if requested and fee paid)

7. Addressee's Signature

8. Date of Delivery

9. Addressee's Address (ONLY if requested and fee paid)

10. Addressee's Signature

11. Date of Delivery

12. Addressee's Address (ONLY if requested and fee paid)

13. Addressee's Signature

14. Date of Delivery

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16. Addressee's Signature

17. Date of Delivery

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23. Date of Delivery

24. Addressee's Address (ONLY if requested and fee paid)

25. Addressee's Signature

26. Date of Delivery

27. Addressee's Address (ONLY if requested and fee paid)

28. Addressee's Signature

29. Date of Delivery

30. Addressee's Address (ONLY if requested and fee paid)

31. Addressee's Signature

32. Date of Delivery

33. Addressee's Address (ONLY if requested and fee paid)

34. Addressee's Signature

35. Date of Delivery

36. Addressee's Address (ONLY if requested and fee paid)

37. Addressee's Signature

38. Date of Delivery

39. Addressee's Address (ONLY if requested and fee paid)

40. Addressee's Signature

41. Date of Delivery

42. Addressee's Address (ONLY if requested and fee paid)

43. Addressee's Signature

44. Date of Delivery

45. Addressee's Address (ONLY if requested and fee paid)

46. Addressee's Signature

47. Date of Delivery

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56. Date of Delivery

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64. Addressee's Signature

65. Date of Delivery

66. Addressee's Address (ONLY if requested and fee paid)

67. Addressee's Signature

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71. Date of Delivery

72. Addressee's Address (ONLY if requested and fee paid)

73. Addressee's Signature

74. Date of Delivery

75. Addressee's Address (ONLY if requested and fee paid)

76. Addressee's Signature

77. Date of Delivery

78. Addressee's Address (ONLY if requested and fee paid)

79. Addressee's Signature

80. Date of Delivery

81. Addressee's Address (ONLY if requested and fee paid)

82. Addressee's Signature

83. Date of Delivery

84. Addressee's Address (ONLY if requested and fee paid)

85. Addressee's Signature

86. Date of Delivery

87. Addressee's Address (ONLY if requested and fee paid)

88. Addressee's Signature

89. Date of Delivery

90. Addressee's Address (ONLY if requested and fee paid)

91. Addressee's Signature

92. Date of Delivery

93. Addressee's Address (ONLY if requested and fee paid)

94. Addressee's Signature

95. Date of Delivery

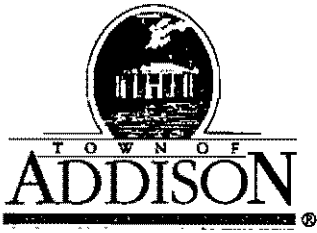
96. Addressee's Address (ONLY if requested and fee paid)

97. Addressee's Signature

98. Date of Delivery

99. Addressee's Address (ONLY if requested and fee paid)

100. Addressee's Signature



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

April 26, 2000

Certified Mail

Ms. Mary Hutchinson
Ewing Enterprises, L.P.
4464 West Plano Parkway
Plano, Texas 75093

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

Dear Ms. Hutchinson:

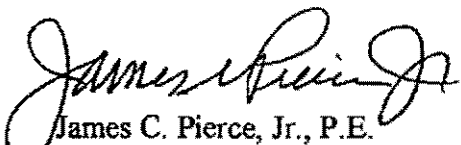
This is a follow up to my letter of March 7, 2000, which transmitted a set of final plans to you for the above referenced project, and requested your written approval of the plans.

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

EWING ENTERPRISES L.P.

4404 WEST PLANO PARKWAY
PLANO, TEXAS 75093
972/612-6120

April 3, 2000

Mr. James C. Pierce, Jr.
Assistant City Engineer
City of Addison
PO Box 9010
Addison, TX 75001-9010

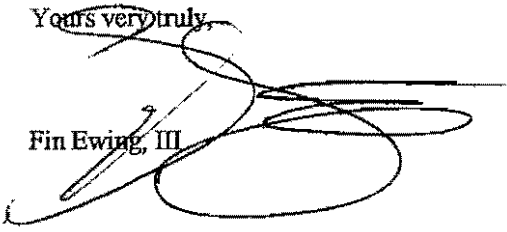
Re: Ewing Drive

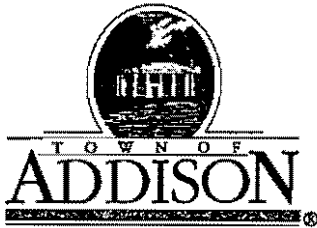
I have reviewed the design plans for Ewing Drive and give my approval to the plans on behalf of the owners of the property.

If you have any questions regarding this matter, please contact me or Mary Hutchison at 972-6120-6120.

Yours very truly,

Fin Ewing, III





PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

March 7, 2000

Ms. Mary Hutchinson
Ewing Enterprises, L.P.
4464 West Plano Parkway
Plano, Texas 75093

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

Dear Ms. Hutchinson:

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

Call Mary Hutchinson 972-612-6170

Take possession March 1st (close
Give us deed

Fence on R -
make payments

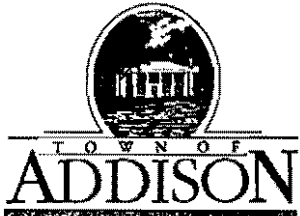
Gate location

Don Herring
972-387-8600

Crescent for

Called Mary
12-28-99

-
- called
1-17-00 Tenants & Sub-Tenants have signed their agreements
Ewing attorney needs to check papers
\$1,000/month ^{to} Herring
Road name OK. Sub. May take the \$5000 grading allowance
Bot will need documents
Closing - setup ??
Road Staked on Ewing Property?
- 1-19-00 Called Mary & advised Surveyors would be Staking out ROW
within next couple of days



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

January 3, 2000

Ms. Mary Hutchinson
Ewing Enterprises, L.P.
4464 West Plano Parkway
Plano, Texas 75093

Re: Driveway Access to Inwood/S.Quorum Project

Dear Ms. Hutchinson:

I have enclosed one set of plans (approximately 80% complete) for the subject project that I would like you to mark up to show where you would like driveways and gates in the fence located for the roadway through your property. If you would just mark up a copy of sheet 10 and send it back to me, I will have the locations put on the plans. If you have any other comments on the plans, please let me know.

Please give me a call at 972-450-2871 if you have any questions concerning this matter.

Very truly yours,

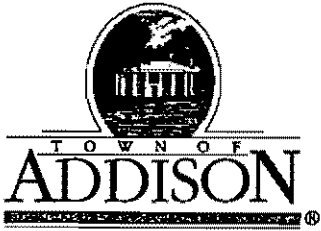
Town of Addison

James C. Pierce, Jr., P.E.
Assistant City Engineer

cc: Chris Terry, Assistant City Manager
John Baumgartner, P.E., Director of Public Works

Enclosure

*Max Strother
Ewing attorney*



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

August 17, 1999

Ms. Mary Hutchinson
Ewing Enterprises, L.P.
4464 West Plano Parkway
Plano, Texas 75093

Re: Driveway Access to Inwood/S.Quorum Project

Dear ^{Mary} Ms. Hutchinson:

This is to advise that the Town of Addison is willing to provide 2 gates and 2 driveways which will allow vehicular access to the roadway constructed in Segment "B" (the East-West roadway through the Ewing Property).

Please give me a call at 972-450-2871 if you have any questions concerning this matter.

Very truly yours,

Town of Addison

John Baumgartner, P.E.
Director of Public Works

cc: Chris Terry, Assistant City Manager
James C. Pierce, Jr., P.E., Assistant City Engineer

12-28-99 Called Mary and advised we would like
to close on the property March 1st, JCB



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

July 30, 1999

Mr. Robert G. Buchanan
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, Texas 75202

Re: Agreement with Ewings for Quorum Road Extension Project

Dear Bob:

Enclosed please find an executed copy of the referenced agreement for distribution. Mary Hutchison called me for a copy, and I indicated to her that you would be taking care of her. If you have any questions or need additional information please call me.

Sincerely,

John R. Baumgartner, P.E.
Director of Public Works

cc: Carmen Moran
Jim Pierce

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

AGREEMENT

THIS AGREEMENT is entered into this 25~~th~~ day of July, 1999 (the "Effective Date") by and between the Town of Addison, Texas (the "City") and James O. Ewing, Frances Ewing Rowland, Ewing Enterprises Limited Partnership and Ewing 8 Joint Venture (collectively the "Ewing Parties").

RECITALS:

1. The Ewing Parties are 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 a roadway from the Quorum Drive area in a southerly and easterly direction to serve the Princeton and Wellington buildings and the Property.

3. The Ewing Parties desire to dedicate certain portions of the Property to facilitate the City's extension of a roadway from the Quorum Drive area in a southerly direction to serve the Princeton and Wellington buildings and the Property.

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 and the Ewing Parties 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. Conveyance of Easement. The Ewing Parties agree to convey to the City an easement in the land (the "Right-of-Way") described in Exhibits "A" and "B" attached hereto for the purpose of constructing, operating, repairing, reconstructing and perpetually maintaining public right-of-way, sidewalks, streets, utilities and drainage in, over, through, and under the described land . The conveyance of the easement shall be by instrument , in the form attached hereto as Exhibit "D". Hereinafter, that portion of the Property remaining after conveyance of the easements in 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.** The Ewing Parties shall convey clear title to the easement in 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 Parties 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 the Ewing Parties of Objections to any of the matters furnished to it pursuant to

subsection 3 above, then the Ewing Parties 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 the Ewing Parties 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 the Ewing Parties 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 the Ewing Parties 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, the Ewing Parties 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 easement in the Right-of-Way. The Ewing Parties 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 conveyance of the easement in 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 as determined by the Ewing Parties, but subject to the reasonable approval of the City, located on 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. ("Sublessor"), and McDavid Auction LP, dba Auto Vest ("Sublessee"). In the event the Ewing Parties are required to amend or terminate the Lease or the Sublease in order to convey to the City clear title to the easement in the Right-of-Way at the Closing, the City agrees to compensate the Ewing Parties for any actual loss in lease rental the Ewing Parties and/or Sublessor may suffer as a result thereof. In the event the Ewing Parties amend the Lease and/or the Sublease to provide Sublessor and/or Sublessee with replacement area for the lost as a result of the conveyance of the easement in the Right-of-Way, 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 the Ewing Parties terminate 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 easement in the Right-of-Way may cause the Ewing Parties 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 the Ewing Parties 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, but in any event no later than December 31, 2001. In the event construction of the street improvements is not completed by December 31, 2001, the Ewing Parties shall have the right to terminate the easements. 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 the Ewing Parties 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 the Ewing Parties. The Ewing Parties represent and warrant to the City the following:

A. Organization. Each of the Ewing Parties which are entities are duly organized and validly existing under the laws of the state of Texas.

B. Power and Authority. The Ewing Parties 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 Ewing Partners that are entities or any provision of any agreement or instrument to which any of the Ewing Parties is a party or by which any of the Ewing Parties is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to any of the Ewing Parties.

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

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 the Ewing Parties 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 the Ewing Parties in this Agreement shall be true in all material respects; and

B. The Ewing Parties 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 the Ewing Parties 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 the Ewing Parties be able to convey the easement in the Right-of-Way as contemplated herein it will be necessary for the Ewing Parties to obtain the written agreement of Lessee and Sublessee containing terms and conditions which are satisfactory to both the Ewing Parties, Lessee and Sublessee consenting to the conveyance. The Ewing Parties 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 the Ewing Parties are unable to obtain the agreement of Lessee and/or Sublessee satisfactory to the Ewing Parties

within such 30-day period, either the Ewing Parties or the City may terminate this Agreement by giving written notice to the other 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, the Ewing Parties shall deliver to the City: (1) a duly executed and acknowledged easement instrument in form attached as Exhibit "D" conveying good and indefeasible title to the easements in 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 the Ewing Parties that are entities to consummate the transactions described herein.

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:

5300 Belt Line Road
Addison, Texas 75001

Attn: City Manager

To the Ewing Parties:

4464 W. Plano Parkway
Plano, Texas 75093

Attn: Mary Hutchison

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. The Ewing Parties desire access from the west side of the Property south to International Parkway. The Ewing Parties are willing to convey to the City an easement in the property described in Exhibit "C" attached hereto, for the purpose of constructing, operating, repairing, reconstructing and perpetually maintaining public right-of-way, sidewalks, utilities and drainage in, over, through, and under such property, in order to facilitate such access. In the event the Ewing Parties 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 an easement in 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, reasonably 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 easement instrument 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".

24. **Railroad Crossing.** In the event the Ewing Parties are unable to satisfy the terms and conditions of Section 23 and an extension to International Parkway will not be built, but during the five (5) year period after Closing the Ewing Parties, at their sole expense, are able to obtain an agreement with Union Pacific Railroad (the "Railroad") for the conveyance of an easement across the Railroad's right-of-way, the agreement of TU Electric for the conveyance of an easement across its right-of-way, and the agreement of the City of Farmers Branch for a connection between the Right-of-Way and Inwood Road, the City agrees to construct the street and any necessary related improvements necessary to make the connection upon the following terms and conditions. The City's agreement to construct street and any necessary related improvements to make the connection to Inwood Road are conditioned upon: (1) conveyance to the City of the easements necessary to install the street and any necessary related improvements; (2) the agreement of the City of Farmers Branch to allow the connection and to accept the street and any necessary related improvements once constructed; (3) the location of the connection

shall be as indicated on Exhibit "E" attached hereto, or, at the election of the Ewing Parties, at any location along Segment "C"; and (4) prompt reimbursement by the Ewing Parties of all costs incurred by the City, in connection with the construction of all street (including street improvements to Segment "C") and other necessary related improvements required to make the connection to Inwood Road, in excess of \$300,000.00.

25. City's Right to Terminate. In the event the City is unable to obtain the agreement of the owners of the property designated as Segments "F" and "G" on Exhibit "E" attached hereto to convey the right-of-way necessary to complete the extension of the roadway from the Quorum Drive area to the Property and the agreement of the City of Farmers Branch allowing the extension, all on terms reasonably satisfactory to the City, the City shall have the right to terminate this Agreement if notice of termination is given to the Ewing Parties on or before December 31, 1999. In the event the City gives proper and timely notice of termination pursuant to this Section 25, 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.

(balance of page intentionally blank)

TOWN OF ADDISON, TEXAS

By: Ron Whitehead
Ron Whitehead, City Manager

By: James O. Ewing
James O. Ewing

ATTEST:

By: C MORAN
Carmen Moran, City Secretary

By: Frances Ewing Rowland
Frances Ewing Rowland

EWING ENTERPRISES LIMITED PARTNERSHIP

By: SFE Holdings, Inc., general partner

By: Gail O. Ewing
Gail O. Ewing, President

EWING 8 JOINT VENTURE

By: Gail O. Ewing
Name: Gail O. Ewing
Title: Managing Partner

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;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE AT A PERPENDICULAR DISTANCE OF 67.0 FEET FROM THE NORTH LINE OF S. FINLEY EWING, JR. ADDITION SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 417.97 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,643.44 SQUARE FEET OR OR 0.6805 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 "B"

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

Ronald A. Young
 RONALD A. YOUNG
 2800
 REGISTERED PROFESSIONAL SURVEYOR
 TEXAS REG. NO. 2460
 5/11/78



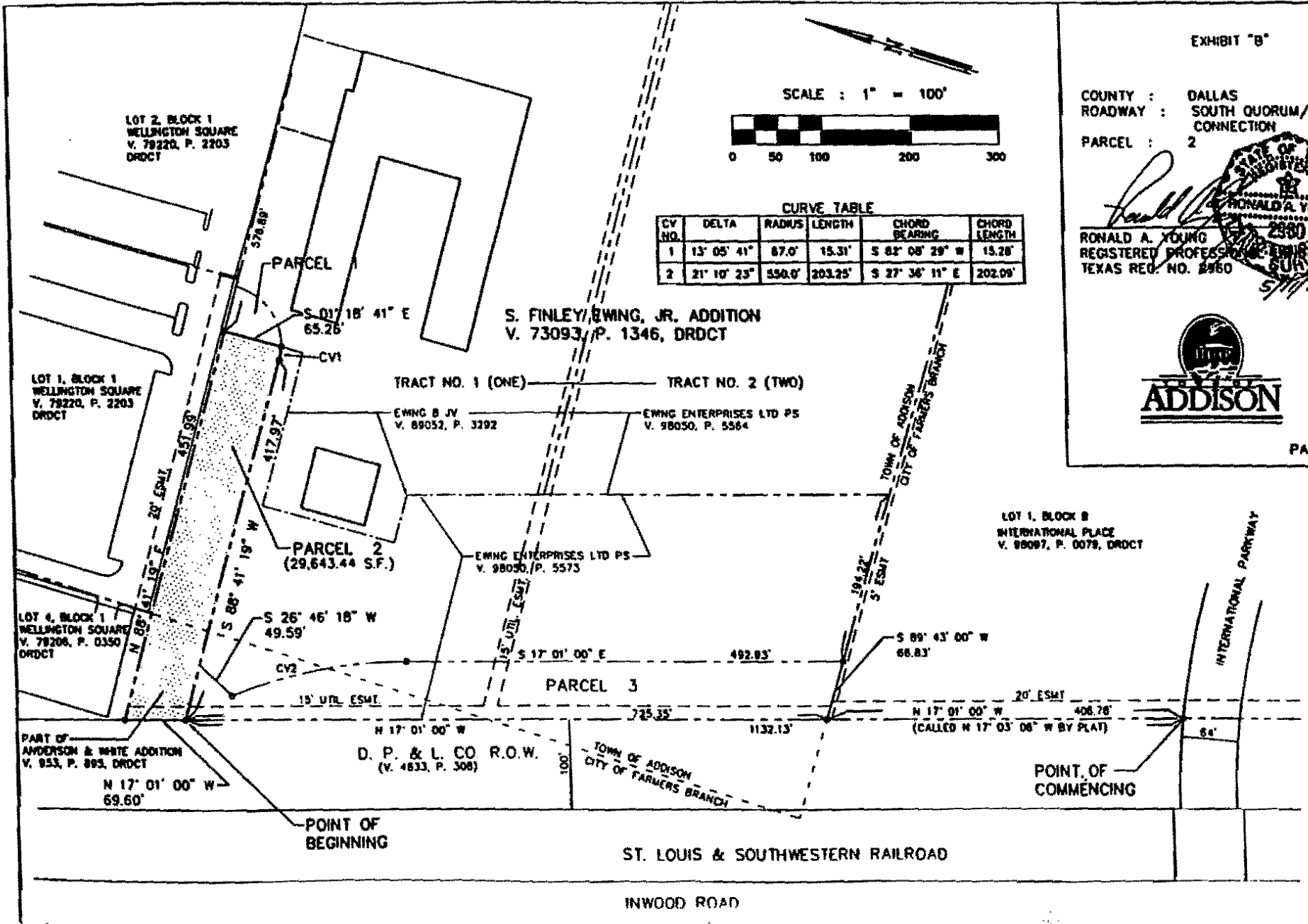
PAGE 1 OF

SCALE : 1" = 100'



CURVE TABLE

CV NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
1	13° 05' 41"	87.0'	15.31'	S 82° 08' 29" W	15.28'
2	21° 10' 23"	590.0'	203.25'	S 27° 36' 11" E	202.09'



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 B9052 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;

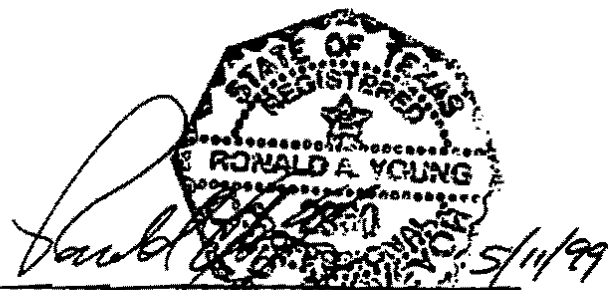
THENCE ALONG THE NORTH LINE OF SAID S. FINLEY EWING, JR. ADDITION NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 451.99 FEET TO THE POINT OF BEGINNING;

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 08 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 01 DEGREES 18 MINUTES 41 SECONDS WEST A DISTANCE OF 65.26 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 2517.39 SQUARE 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 "B"

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

Ronald A. Young
MICHAEL S. YOUNG
2880
REGISTERED PROFESSIONAL SURVEYOR
TEXAS REG. NO. 2869
5/11/99



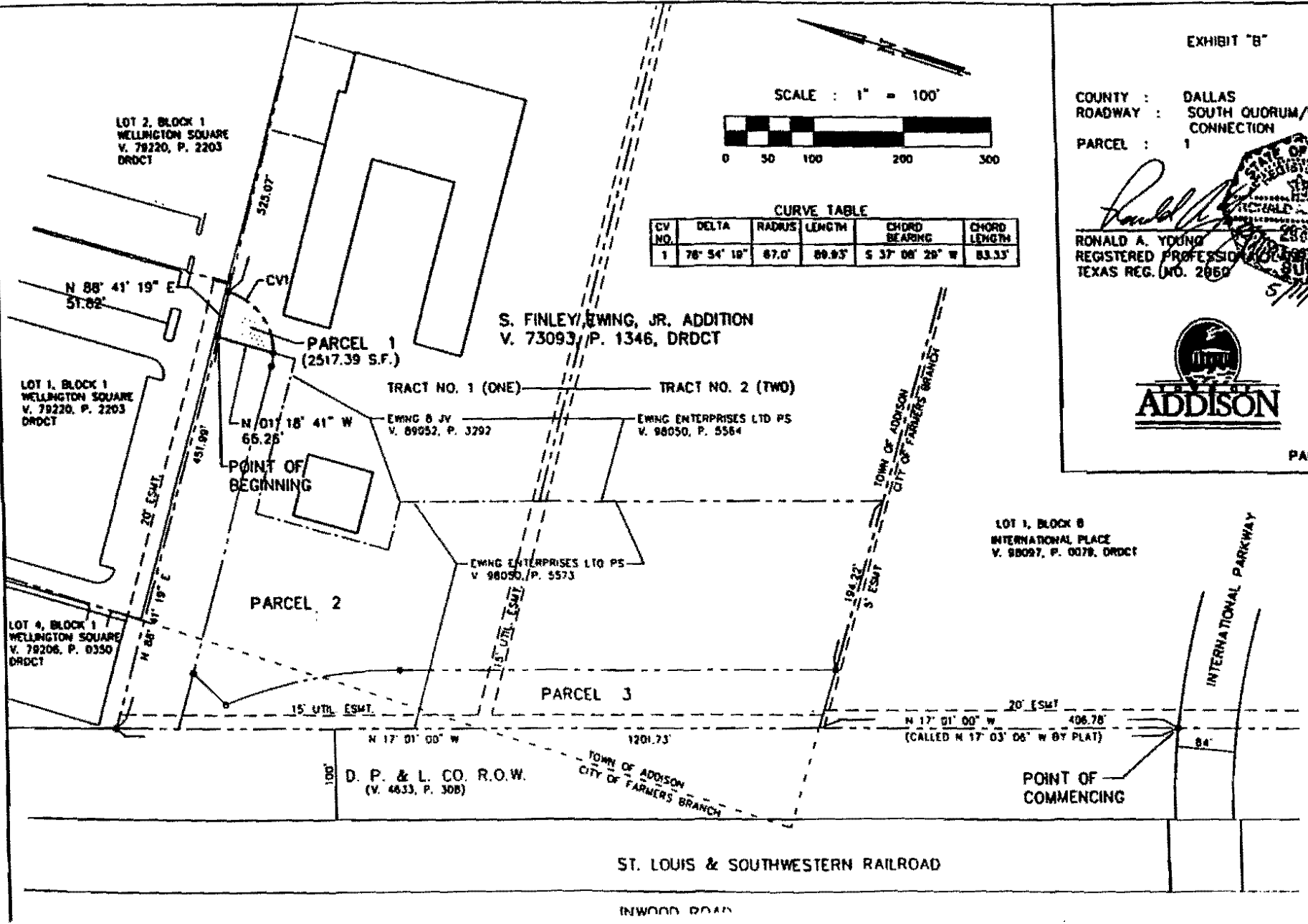
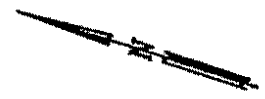
PAGE 1 OF

SCALE : 1" = 100'



CURVE TABLE

CV NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
1	78° 54' 18"	87.0'	89.93'	S 37° 08' 29" W	83.33'



LOT 1, BLOCK 8
INTERNATIONAL PLACE
V. 98097, P. 0079, DRDCT

INTERNATIONAL PARKWAY

POINT OF COMMENCING

ST. LOUIS & SOUTHWESTERN RAILROAD

INWOOD ROAD

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 729.35 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. VOLKMANN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REG. NO. 2960

EXHIBIT "C"

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

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



PAGE 1 OF 1

SCALE : 1" = 100'



CURVE TABLE

CV NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
1	13° 05' 41"	87.0'	15.31'	S 82° 08' 29" W	15.28'
2	21° 10' 23"	350.0'	203.25'	S 27° 38' 11" E	202.09'

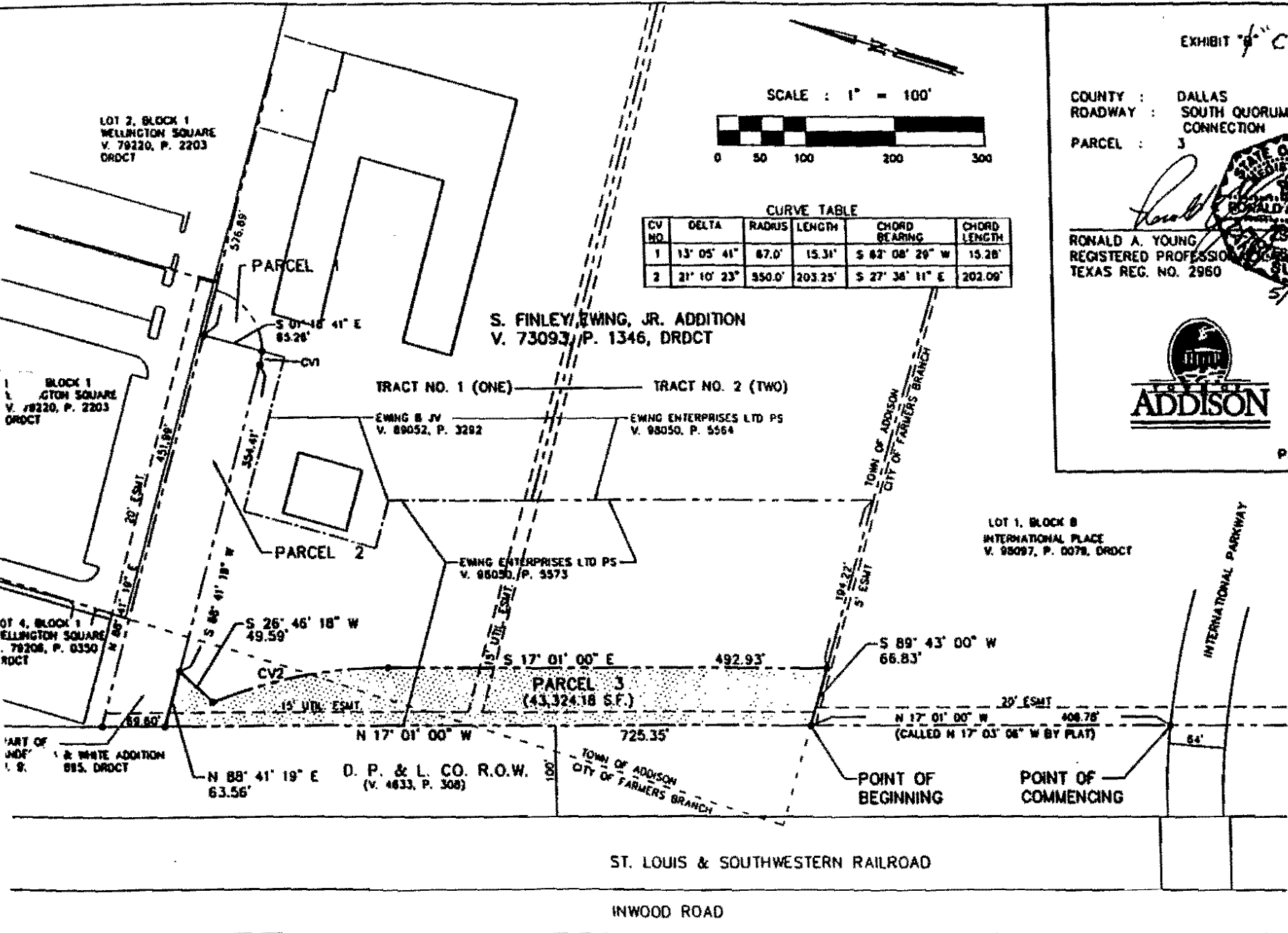


EXHIBIT "D"

EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

§

§

That _____, hereinafter termed **Grantor**, of the County of Dallas, State of Texas, for an in consideration of the sum of **Ten and no/100 Dollars (\$10.00)** and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and the further benefits to be derived by remaining property as a result of projected public improvements, does hereby dedicate, grant and convey to the **Town of Addison, Texas**, hereinafter termed **Grantee**, of the County of Dallas, State of Texas a perpetual easement for the passage of vehicular and pedestrian traffic, together with the customary uses attendant thereto, including drainage and utilities, in, under, over, along and across the following described property:

SEE ATTACHED EXHIBIT A

Said easement is for the purpose of constructing, operating, repairing, reconstructing and perpetually maintaining a public trafficway for the passage of vehicular and pedestrian traffic, including the right to make the improvements on such grade and according to such plans and specification as will, in its opinion, best serve the public purpose. **Grantee**, its employees, agents, and licensees shall at all times have the right and privilege to access the perpetual easement described hereinabove. The consideration given by **Grantee** shall be considered full compensation for the easement and for any diminution in value that may result to remaining property by virtue of project proximity thereto, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

To have and to hold the above-described easement, together with all and singular the rights and hereditaments thereunto in anywise belonging unto the **Grantee**, its successors and assigns for the purposes of the easement herein granted.

And **Grantor** hereby binds itself, its heirs, executors, agents and assigns to warrant and defend all and singular the above described easement and rights unto the **Grantee**, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

Nothing in this easement shall be construed as a waiver by **Grantee** of any connection charge or charges imposed by ordinance or Charter of the Town of Addison, Texas.

Notwithstanding anything to the contrary contained herein, in the event construction of the trafficway and related improvements described above has not been completed by December 31, 2001, Grantor shall have the right to terminate this easement by giving written notice of

termination to Grantee, if the written notice of termination is given on or before January 31, 2002.

EXECUTED this _____ day of _____, 1999.

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, _____ of _____, on behalf of said _____.

Notary Public in and for
The State of Texas

My Commission Expires:

CONSENT AND SUBORDINATION BY LIENHOLDER

The undersigned, as the holder of lien(s) on the fee simple title to the easement property, consents to the above grant of easement, including the terms and conditions of such grant, and the undersigned subordinates its lien(s) to the rights and interests of the easement, such that a foreclosure of the lien(s) will not extinguish the rights and interests of the easement.

By: _____
Name: _____
Title: _____

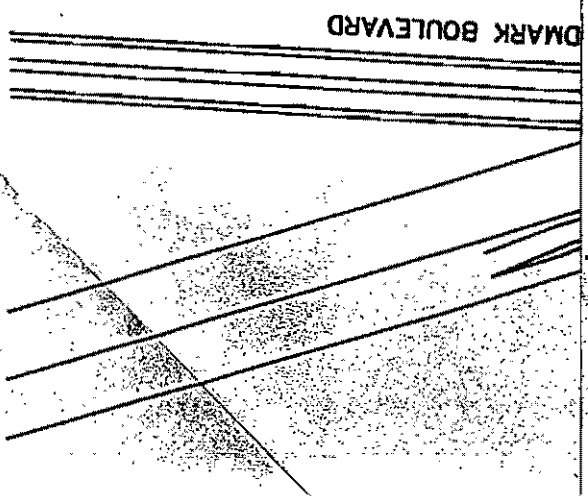
STATE OF TEXAS

COUNTY OF DALLAS

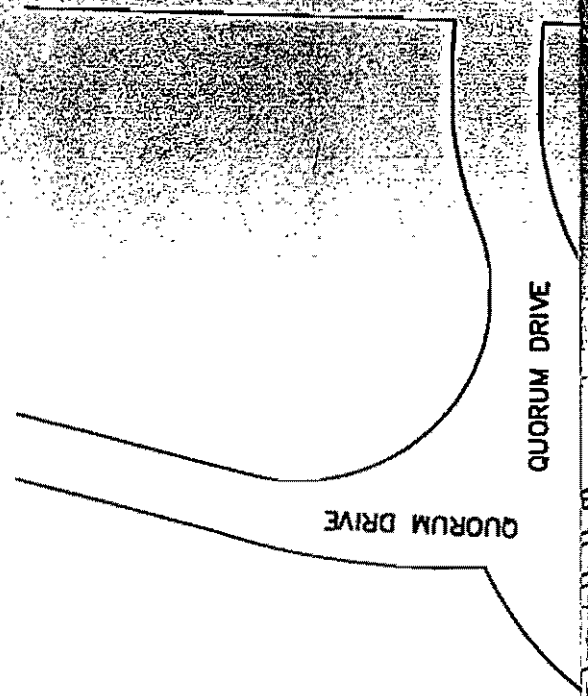
This instrument was acknowledged before me on the _____ day of _____, _____, by _____, _____, on behalf of said _____.

Notary Public in and for
The State of Texas

My Commission Expires:



OMARK BOULEVARD



QUORUM DRIVE

EWING PROPERTY

SEGMENT "C"

SEGMENT "H"
FARMERS BRANCH

TU ELECTRIC R.O.W.

BUTTS-OLDS PROPERTY



ALTERNATE
9/25/89

EXHIBIT



PARSONS

PARSONS TRANSPORTATION GROUP INC.

Barton-Aschman • De Leuw, Cather • Steinman
5485 Belt Line Road • Suite 199 • Dallas, Texas 75240 USA • (972) 991-1900 • Fax: (972) 490-9261

June 24, 1999

Mr. John Baumgartner, P.E.
Director of Public Works
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

RE : Landmark/Quorum Connection
Segment "C" - Ewing Property

Dear Mr. Baumgartner :

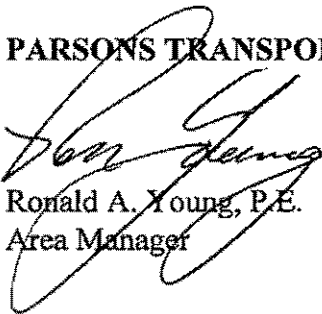
We have prepared an "Engineer's Opinion of Probable Cost" or cost estimate for the portion of the subject project alignment designated as Segment "C". This segment is located primarily along the west line of the Ewing property.

The cost estimate was prepared using TxDOT unit prices adjusted for a small project such as this project. Quantities were estimated from the Segment "C" identified on Alignment 16 of the exhibit prepared for you. The estimated cost is \$300,000.00. A copy of the estimate spreadsheet is attached for you use.

If you have any questions, please call me.

Sincerely,

PARSONS TRANSPORTATION GROUP, INC.


Ronald A. Young, P.E.
Area Manager

*John -
This was faxed
to Bob Buchanan
6-24-99
JP*



COST ESTIMATE

ADDISON - LANDMARK/QUORUM CONNECTION

Section C - Ewing Property

June 24, 1999

ITEM-NBR	DESCRIPTION	UNITS	UNIT COST	QUANTITY	COST
	PREP. R.O.W.	STA	\$2,000.00	7.6	\$15,200.00
	EXCAVATION	CY	\$5.00	3500	\$17,500.00
	EMBANKMENT	CY	\$7.00	1200	\$8,400.00
	BLOCK SOD	SY	\$5.00	2100	\$10,500.00
	TOP SOIL	CY	\$2.00	250	\$500.00
	LIME SUBGRADE	SY	\$3.00	3420	\$10,260.00
	HYDRATED LIME	TON	\$100.00	62	\$6,200.00
	CONCRETE PAVEMENT	SY	\$30.00	3100	\$93,000.00
	21" RCP	LF	\$32.00	210	\$6,720.00
	24" RCP	LF	\$40.00	300	\$12,000.00
	30" RCP	LF	\$50.00	460	\$23,000.00
	RECESSED INLET	EA	\$2,500.00	8	\$20,000.00
	INTEGRAL CURB	LF	\$5.00	1470	\$7,350.00
	SIDEWALK	SY	\$25.00	820	\$20,500.00
	ADA RAMP	EA	\$500.00	2	\$1,000.00
	GUARD FENCE	LF	\$25.00	150	\$3,750.00
	SMALL ROAD SIGNS	EA	\$500.00	6	\$3,000.00
	RAISED PAVEMENT MARKERS	EA	\$6.00	306	\$1,836.00
	BALED HAY	EA	\$50.00	40	\$2,000.00
	SILT FENCE	LF	\$10.00	1500	\$15,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
	SUBTOTAL				\$277,716.00
	CONTINGENCIES				\$22,284.00
	RIGHT-OF-WAY				\$0.00
	TOTAL				\$300,000.00

TOWN OF
ADDISON

Faxed →

PUBLIC WORKS

To: Bob Buchanan

From: James C. Pierce, Jr., P.E., DEE
Assistant City Engineer
Phone: 972/450-2879
FAX: 972/450-2834

Company: Cowles & Thompson

FAX #: 214-672-2339

Date: 6-24-99

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

of pages (including cover): 3

Re: Inwood/S. Quorum Project.

- Original in mail Per your request FYI Call me

Comments: Letter & Cost Est. for Segment "C" attached.
John & I will be on vacation next week.
If you need to get Ron's signature on the
Ewing Agreement, deliver it to Jeff
Markiewicz. Jeff will get Ron's signature
and and get the agreement(s) back to you.
Jeff's phone # is 972-450-2860

Jim _____

Jim Pierce

From: John Baumgartner
Sent: Saturday, June 12, 1999 11:28 AM
To: Chris Terry; Jim Pierce
Subject: FW: Quorum Access Road

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

From: Ron Whitehead
Sent: Wednesday, June 09, 1999 4:58 PM
To: John Baumgartner
Subject: RE: Quorum Access Road

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

From: John Baumgartner
Sent: Wednesday, June 09, 1999 11:18 AM
To: Ron Whitehead
Cc: Chris Terry; Jim Pierce
Subject: Quorum Access Road

John, I want the Ewing agreement signed before we proceed on anything else. I do not want to increase the \$300,000 amount. I mean every week there is a new issue. They need to sign the deal by next Friday, June 18th or we move on to something else. We cannot responsibly proceed to final design if we do not have the Ewing piece. The rest we can work with, but the Ewing tract kills this alignment. I would prefer to not have to buy the TU piece, but they are the only property owner that does not have development rights that bring them some value. Obviously the road would be beneficial to Crescent and to Ewing. The two existing office buildings would benefit from the road. I am not worried about Farmers Branch, because there is no downside for them. We are willing to build a street in their city and they do not have to pay for it or maintain it. Not a hard decision. We are also going to have to pay to move atleast one of TU's big towers, so that is another opportunity.

In summary, get the Ewing property dedicated and we can afford to do the project when you combine it with Crescent. Between the bank property and preliminary design we have already spent over \$800,000. Any other city would have walked off from this deal two years ago. We aren't real bright are we! Those are my latest feelings. You can share those with anyone that is interested.

Ron

Ron,

Bob Buchanan with Cowles and Thompson is out of the office and I have not talked with him since last week. The only items that I am aware are as follows:

1. Ewing took exception to our limited our financial commitment to their railroad crossing. This limit is consistent with what their letter requested. Mary Hutchinson was out of Town last week and we have explained to them how we developed our cap. At this time we can either eliminate our cap of \$300,000 or we can tell them that this is it and they have until ??????? to

get us a signed contract. I think we should give them until next week before we formally demand a response.

2. Crescent the only remaining detail involves us approving some insurance limits that they established for us or our contractor to maintain during the construction of the road. I need Bob Buchanan to clear up some of the technical language so that I understand what we are committing to. I do not see any problems. Bob and I have to get together and then finalize the document for signature. I would hope that we could send it to Crescent next week and get it returned the following week.
3. The real critical path involves either the design of the facility, the dedication of an easement from TU electric and/or the agreement with Farmers Branch. My understanding was that you or the mayor were going to meet with Jean Hooker and try to get TU to revisit the issue of a dedication in lieu of selling us an easement.

I need to start developing the interlocal agreement with Farmers Branch to clarify who does what on the roadway. At this time I believe that Farmers Branch wants to maintain ownership of the roadway and then have us maintain it, provide traffic enforcement, emergency response, and street lighting. I am moving ahead as if that is what we want to do.

As long as you are comfortable with working out the TU issue and are willing to get the engineers started, we should be able to open bids in January of 2000. I need to know soon because it will take Council action to start the engineer and the last meeting until August 10 is in two weeks. In the past you have indicated to me that you wanted to secure all of the right-of-way prior to starting final design. Is that still your opinion? Any guidance from you would be appreciated.

John

.-----Original Message-----

From: Ron Whitehead
Sent: Wednesday, June 09, 1999 10:41 AM
To: John Baumgartner
Subject: FW: South Quorum Access Road

John, How do I answer Brent's inquiry? Ron

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

From: Brent Steward [SMTP:brents@interserv.com]
Sent: Tuesday, June 08, 1999 9:07 PM
To: rwhitehead@ci.addison.tx.us
Subject: South Quorum Access Road

Hi Ron,

Did everything get worked out to put the Ewing and Crescent acceptance of dedications on the Council meeting at the end of last month. If so, are we still going in a forward direction and when do we get started with construction. Inquiring minds want to know.

Thanks,

K. Brent Steward CPM, President
Fidelity Commercial Realty Management Co.

14643 Dallas Parkway, Suite 720
Dallas, Texas 75240

972-991-0990 (ph.)
972-991-1096 (fax)

brents@interserv.com (e-mail)
www.dallasbuildings.com (web)

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS

File



ROBERT G. BUCHANAN, JR.
214.672.2139
RBUCHANAN@COWLESTHOMPSON.COM

May 28, 1999

VIA HAND DELIVERY

Mr. T. McCullough Strother
McGuire, Craddock, Strother & Hale, P.C.
3350 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201

Re: Proposed Property Dedication by Ewing Entities

Dear Mac:

In anticipation that the most recent draft of the Agreement will be acceptable to your clients, enclosed please find two (2) originals of the Agreement for execution. Upon execution, please return the same to this office and I will cause both to be executed by the Town and one (1) fully executed original to be returned to you.

Please call should you have any questions.

Sincerely,

Robert G. Buchanan, Jr.

RGB:wn
Enclosures

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

MAY 25, 1999

6:30 P.M.

COUNCIL CHAMBERS

5300 BELT LINE ROAD

WORK SESSION

Item #WS1 - Budget Work Session for presentation and discussion of the results of the Councilmembers' survey, and discussion of the City Manager's and Economic Development proposed budgets.

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

Item #R7 - A public input session to receive comment on the Town of Addison's 1999-2000 FY budget process

Item #R8 - Consideration of an ordinance approving a meritorious exception to Chapter 14, Signs, Section 14-42, premises signs, and Section 14-43, number of signs to provide for additional detached signs which are off premises, located on the north side of Belt Line Road, between Business Avenue and Marsh Lane, on application from Suites of America and Bigelow Development.

Attachments:

1. Staff report
2. Memo from Lynn Chandler
3. Plans

Administrative Recommendation:

Administration recommends denial.

*By August
could as
early as Jan '00*

Item #R9 - Consideration of a resolution authorizing the City Manager to enter into an agreement with James Orand Ewing – 1987 Trust, Ewing Enterprises Limited Partnership, and Ewing 8 Joint Venture. for the acquisition of two parcels of property necessary to connect the Wellington Center/Princeton area to South Quorum.

Attachments:

1. Memo from John Baumgartner
2. Proposed agreement

Administrative Recommendation:

Administration recommends approval.



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

5/24

DATE: <i>5/11/99</i>	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	<i>3</i>	<i>05/11/99</i>	Descriptions and Maps for Ewing Parcel 1
2	<i>3</i>		Revised Descriptions and Maps for Ewing Parcel 2
3	<i>3</i>		Revised Descriptions and Maps for Ewing Parcel 3
4	<i>3</i>	<i>5/24/99</i>	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 : *Ron Young*
 Jim : The revisions that you went over with ~~Brian Moore last week~~ have been incorporated into the attached prints.

COPY: _____

SIGNED: *Ron Young*
 Ronald A. Young, P.E.

Jim Pierce

From: John Baumgartner
Sent: Friday, May 21, 1999 4:14 PM
To: Jim Pierce
Subject: FW: Ewing/Quorum

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

From: BUCHANAN, ROBERT [SMTP:bbuchanan@cowlesthompson.com]
Sent: Tuesday, May 18, 1999 1:58 PM
To: John Baumgartner (E-mail)
Subject: Ewing/Quorum

Attached is a current clean draft of the agreement. Ewing's attorney left me a voicemail indicating his approval of the agreement and exhibits.

Apparently Mary Hutchinson is out of town for two weeks. He believes Mary will approve it, but anticipates that Ewing will be reluctant to sign until Mary has seen and approved it. He wants to know if he should pursue getting

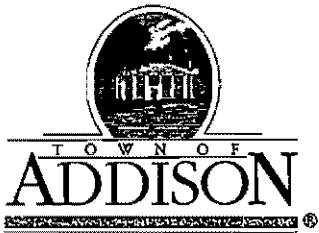


h62@03!.DOC

it executed now or if he can wait until she returns. Let me know.

*Saved as
Ewing Agree 2. DOC*

29-1



MEMORANDUM

May 17, 1999

To: Ron Whitehead
City Manager

From: John R. Baumgartner, P.E.
Director of Public Works

Re: South Quorum/Inwood Connection - Ewing Agreement

Attached is a proposed agreement between the Town of Addison, James Orand Ewing - 1987 Trust, Ewing Enterprises Limited Partnership, and Ewing 8 Joint Venture. This agreement details the obligations of the Town and the Ewing interests as they regard the Town's acquisition of two parcels of property necessary to connect the Wellington Center/Princeton area to South Quorum.

In addition to the construction of the road, future obligations include the following:

1. The Town is obligated to make up payments from a sublessee that can terminate their lease once we take the right-of-way. This obligation could total \$2,500 per month through April 30, 2001.
2. The Town is required to construct a southern extension of the road to Farmers Branch if that project is approved by the adjacent land owner and Farmers Branch.
3. If the southern extension cannot be completed then the Town is obligated to pay \$300,000 for a railroad crossing just west of the Ewing property if Ewing can secure the right to cross from the owner of the railroad.
4. Ewing has 30 days to secure approval from their tenants to transfer the affected property to the Town. If Ewing cannot obtain approval then the Town has the right to cancel the agreement.

Staff recommends that the Council adopt a resolution authorizing the City Manager to execute the attached agreement.

Attachments:

1. Draft Agreement
2. Project Schematic

#R9-2

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 a roadway from the Quorum Drive area in a southerly and easterly direction to serve the Princeton and Wellington buildings and the Property.

3. Ewing and the Joint Venture desire to dedicate certain portions of the Property to facilitate the City's extension of a roadway from the Quorum Drive area in a southerly direction to serve the Princeton and Wellington buildings and the Property.

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. Conveyance of Easement. Ewing agrees to convey to the City an easement in the land (the "Ewing Easement Area") described in Exhibit "A" attached hereto for the purpose of constructing, operating, repairing, reconstructing and perpetually maintaining public right-of-way, sidewalks, streets, utilities and drainage in, over, through, and under the Ewing Land . The Joint Venture agrees to convey to the City an easement the land (the "Joint Venture Easement Area") described in Exhibit "B" attached hereto for the purpose of constructing, operating, repairing, reconstructing and perpetually maintaining public right-of-way, sidewalks, streets, utilities and drainage in, over, through, and under the Joint Venture Land. The conveyance of the easements in the Ewing Easement Area and the Joint Venture Easement Area shall be by instrument , in the form attached hereto as Exhibit "D". Hereinafter, the Ewing Easement Area and the Joint Venture Easement Area may be referred to collectively as the "Right-of-Way" and that portion of the Property remaining after conveyance of the easements in 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 easements in 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

easements in 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 conveyance of the easements in 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. ("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 easements in the Right-of-Way at the Closing, the City agrees to compensate Ewing for any actual loss in lease rental Ewing and/or Sublessor may suffer as a result thereof. In the event Ewing amends the Lease and/or the Sublease to provide Sublessor and/or Sublessee with replacement area for the lost as a result of the conveyance of the easements in the Right-of-Way, 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 easements in 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, but in any event no later than December 31, 2001. In the event construction of the street improvements is not completed by December 31, 2001, Ewing and the Joint Venture shall have the right to terminate the easements. 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 Right-of-Way.

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 easements in the Right-of-Way 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, either Ewing or the City may terminate this Agreement by giving written notice to the other 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 easement instrument in form attached as Exhibit "D" conveying good and indefeasible title to the easements in 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.

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	4464 W. Plano Parkway Plano, Texas 75093	4464 W. Plano Parkway Plano, Texas 75093
Attn: City Manager	Attn: Mary Hutchison	Attn: Mary Hutchison

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 convey to the City an easement in the property described in Exhibit "C" attached hereto, for the purpose of constructing, operating, repairing, reconstructing and perpetually maintaining public right-of-way, sidewalks, utilities and drainage in, over, through, and under such property, in order to facilitate 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 an easement in 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 easement instrument 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".

24. **Railroad Crossing.** In the event Ewing and the Joint Venture are unable to satisfy the terms and conditions of Section 23 and an extension to International Parkway will not be built, but during the five (5) year period after Closing Ewing and the Joint Venture, at their sole expense, are able to obtain an agreement with Union Pacific Railroad (the "Railroad") for the conveyance of an easement across the Railroad's right-of-way, the agreement of TU Electric for the conveyance of an easement across its right-of-way, and the agreement of the City of Farmers Branch for a connection between the Right-of-Way and Inwood Road, the City agrees to construct the street and any necessary related improvements necessary to make the connection upon the following terms and conditions. The City's agreement to construct street and any necessary related improvements to make the connection to Inwood Road are conditioned upon: (1) conveyance to the City of the easements necessary to install the street and any necessary related improvements; (2) the agreement of the City of Farmers Branch to allow the connection and to accept the street and any necessary related improvements once constructed; (3) the location of the connection shall be as indicated on Exhibit "E" attached hereto; and (4) prompt reimbursement by Ewing and the Joint Venture of all costs incurred by the City in connection with the construction of the street and any necessary related improvements in excess of \$300,000.00.

25. City's Right to Terminate. In the event the City is unable to obtain the agreement of the owners of the property designated as Segments "F" and "G" on Exhibit "E" attached hereto to convey the right-of-way necessary to complete the extension of the roadway from the Quorum Drive area to the Property and the agreement of the City of Farmers Branch allowing the extension, all on terms reasonably satisfactory to the City, the City shall have the right to terminate this Agreement if notice of termination is given to Ewing and the Joint Venture on or before December 31, 1999. In the event the City gives proper and timely notice of termination pursuant to this Section 25, 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.

(balance of page intentionally blank)

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 _____

EXHIBIT "D"

EASEMENT

STATE OF TEXAS

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§
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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

That _____, hereinafter termed **Grantor**, of the County of Dallas, State of Texas, for an in consideration of the sum of **Ten and no/100 Dollars (\$10.00)** and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and the further benefits to be derived by remaining property as a result of projected public improvements, does hereby dedicate, grant and convey to the **Town of Addison, Texas**, hereinafter termed **Grantee**, of the County of Dallas, State of Texas a perpetual easement for the passage of vehicular and pedestrian traffic, together with the customary uses attendant thereto, including drainage and utilities, in, under, over, along and across the following described property:

SEE ATTACHED EXHIBIT A

Said easement is for the purpose of constructing, operating, repairing, reconstructing and perpetually maintaining a public trafficway for the passage of vehicular and pedestrian traffic, including the right to make the improvements on such grade and according to such plans and specification as will, in its opinion, best serve the public purpose. **Grantee**, its employees, agents, and licensees shall at all times have the right and privilege to access the perpetual easement described hereinabove. The consideration given by **Grantee** shall be considered full compensation for the easement and for any diminution in value that may result to remaining property by virtue of project proximity thereto, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

To have and to hold the above-described easement, together with all and singular the rights and hereditaments thereunto in anywise belonging unto the **Grantee**, its successors and assigns for the purposes of the easement herein granted.

And **Grantor** hereby binds itself, its heirs, executors, agents and assigns to warrant and defend all and singular the above described easement and rights unto the **Grantee**, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

Nothing in this easement shall be construed as a waiver by **Grantee** of any connection charge or charges imposed by ordinance or Charter of the Town of Addison, Texas.

Notwithstanding anything to the contrary contained herein, in the event construction of the trafficway and related improvements described above has not been completed by December 31, 2001, **Grantor** shall have the right to terminate this easement by giving written notice of

termination to Grantee, if the written notice of termination is given on or before January 31, 2002.

EXECUTED this _____ day of _____, 1999.

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, _____ of _____, on behalf of said _____.

Notary Public in and for
The State of Texas

My Commission Expires:

CONSENT AND SUBORDINATION BY LIENHOLDER

The undersigned, as the holder of lien(s) on the fee simple title to the easement property, consents to the above grant of easement, including the terms and conditions of such grant, and the undersigned subordinates its lien(s) to the rights and interests of the easement, such that a foreclosure of the lien(s) will not extinguish the rights and interests of the easement.

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, _____, on behalf of said _____.

Notary Public in and for
The State of Texas

My Commission Expires:

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;

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;

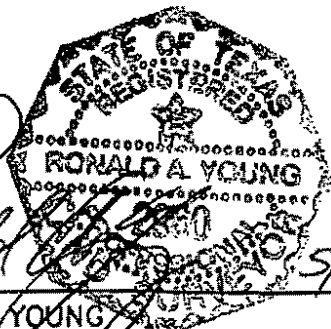
THENCE ALONG THE NORTH LINE OF SAID S. FINLEY EWING, JR. ADDITION NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 451.99 FEET TO THE POINT OF BEGINNING;

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 08 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 01 DEGREES 18 MINUTES 41 SECONDS WEST A DISTANCE OF 65.26 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 2517.39 SQUARE 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

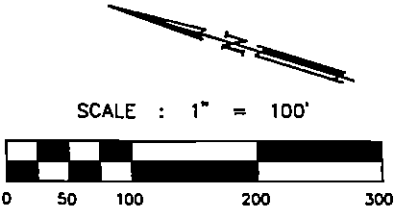
EXHIBIT "B"

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

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



PAGE 1 OF 1



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'

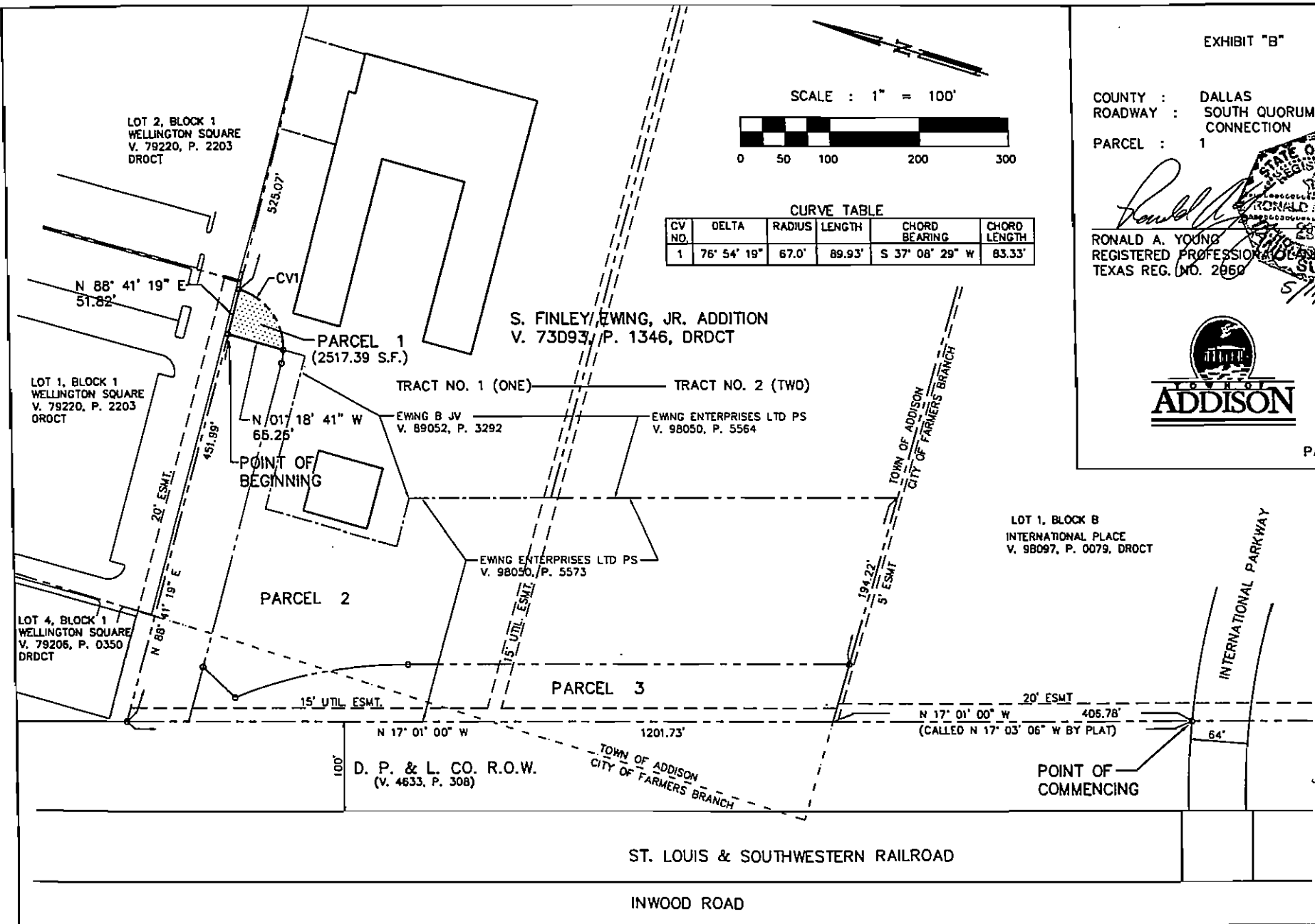


EXHIBIT "A"

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;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE AT A PERPENDICULAR DISTANCE OF 67.0 FEET FROM THE NORTH LINE OF S. FINLEY EWING, JR. ADDITION SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 417.97 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,643.44 SQUARE FEET OR 0.6805 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.

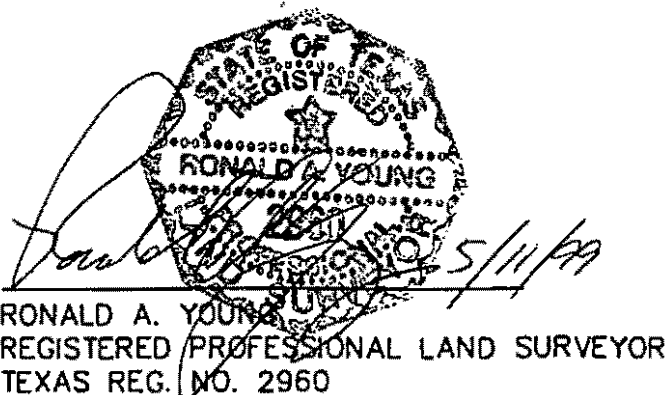

RONALD A. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2960

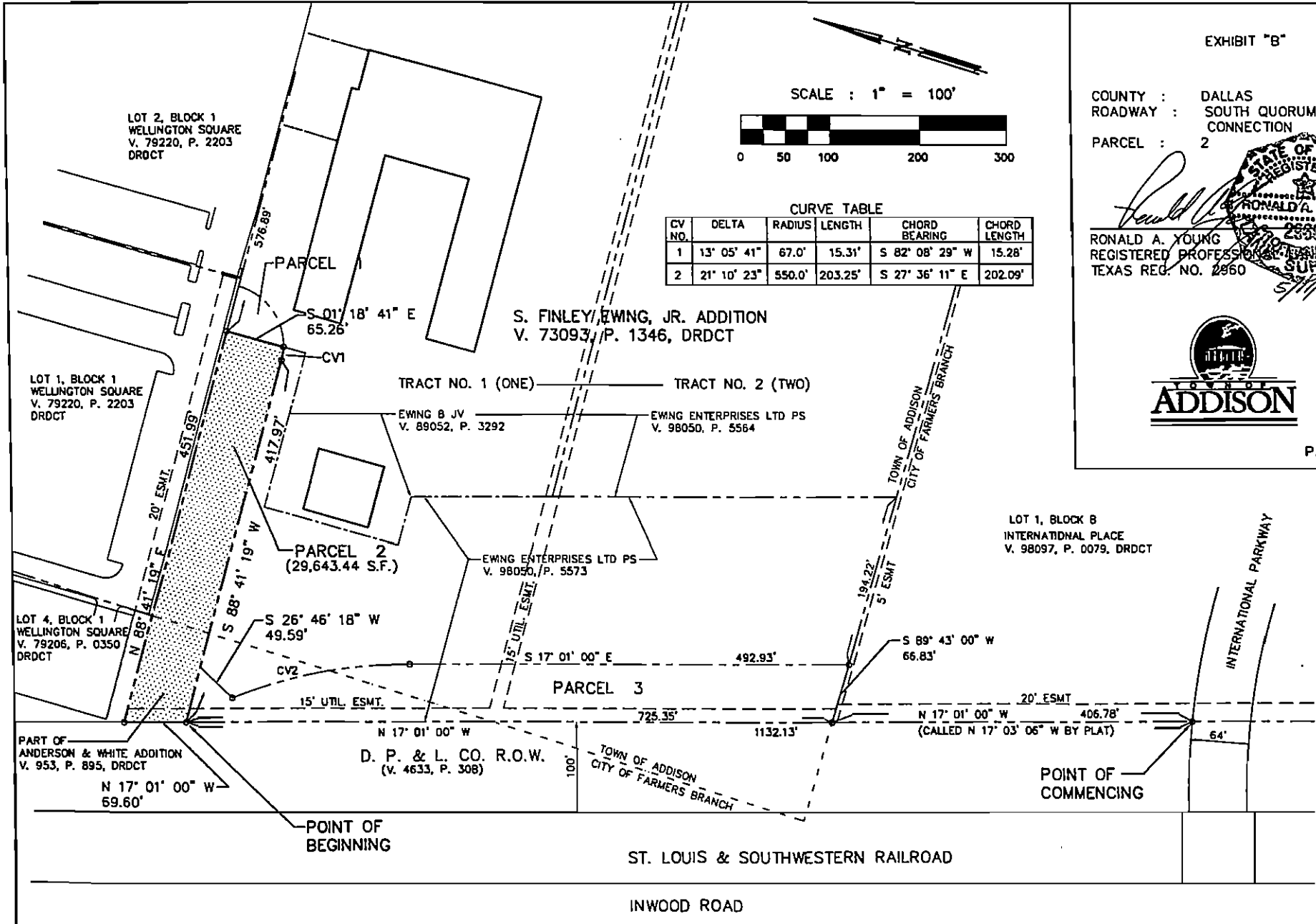
EXHIBIT "B"

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

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



PAGE 1 OF 1



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;

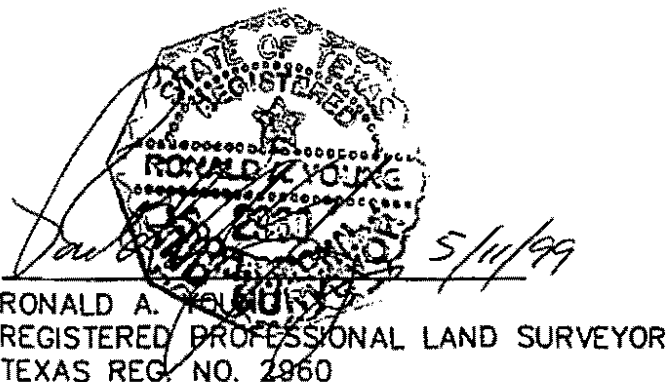
THENCE SOUTH 26 DEGREES 46 MINUTES 18 SECONDS WEST A DISTANCE OF 49.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21 DEGREES 10 MINUTES 23 SECONDS, A RADIUS OF 550.0 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 36 MINUTES 11 SECONDS EAST AND A CHORD LENGTH OF 202.09 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
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2960

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

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



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'

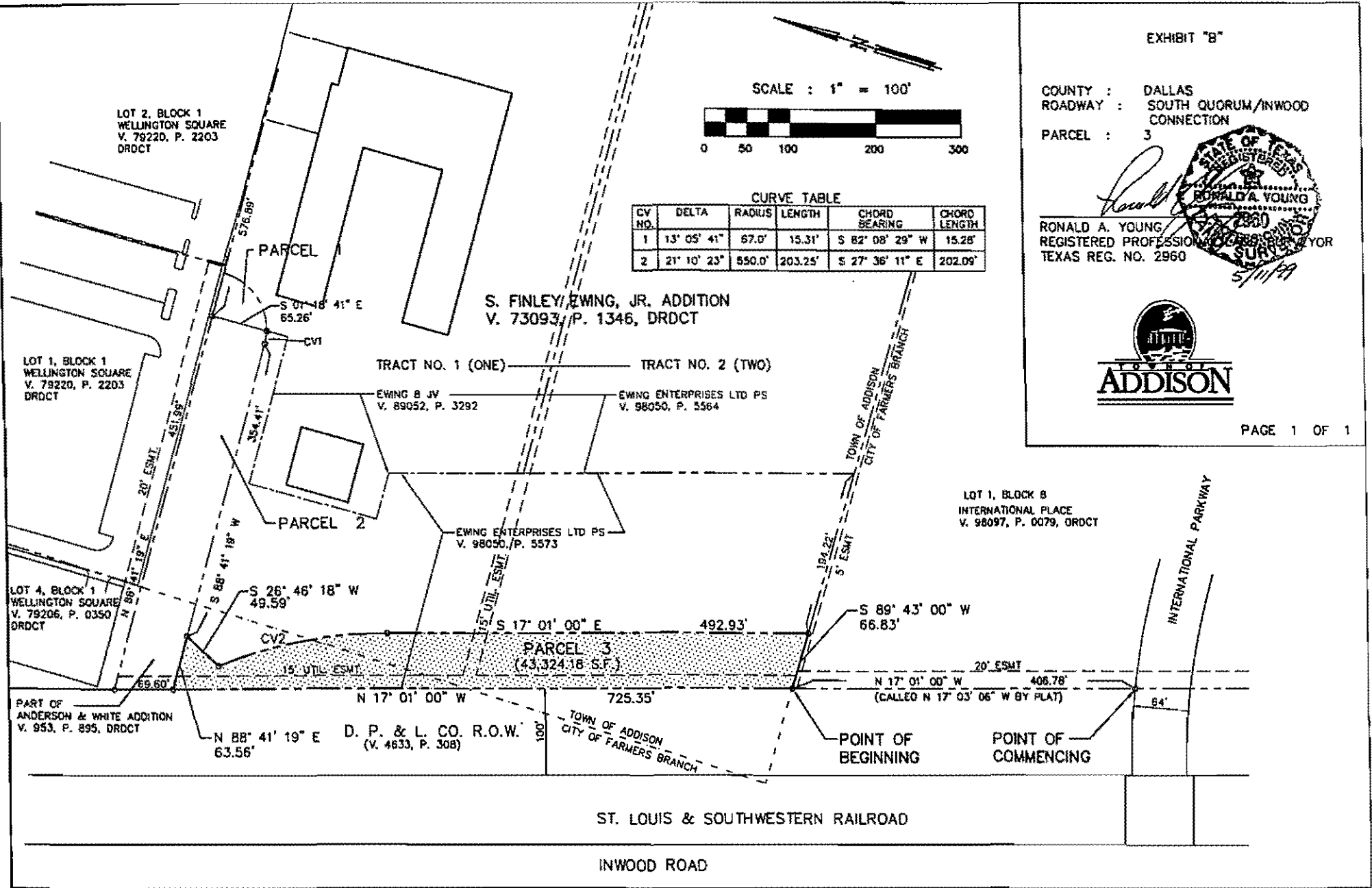


EXHIBIT "A"

EWING
5-25-99

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 8 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 88 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 08 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 01 DEGREES 18 MINUTES 41 SECONDS WEST A DISTANCE OF 65.26 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 2517.39 SQUARE 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.


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 SURVEYOR
TEXAS REG. (NO. 2866)
5/11/19



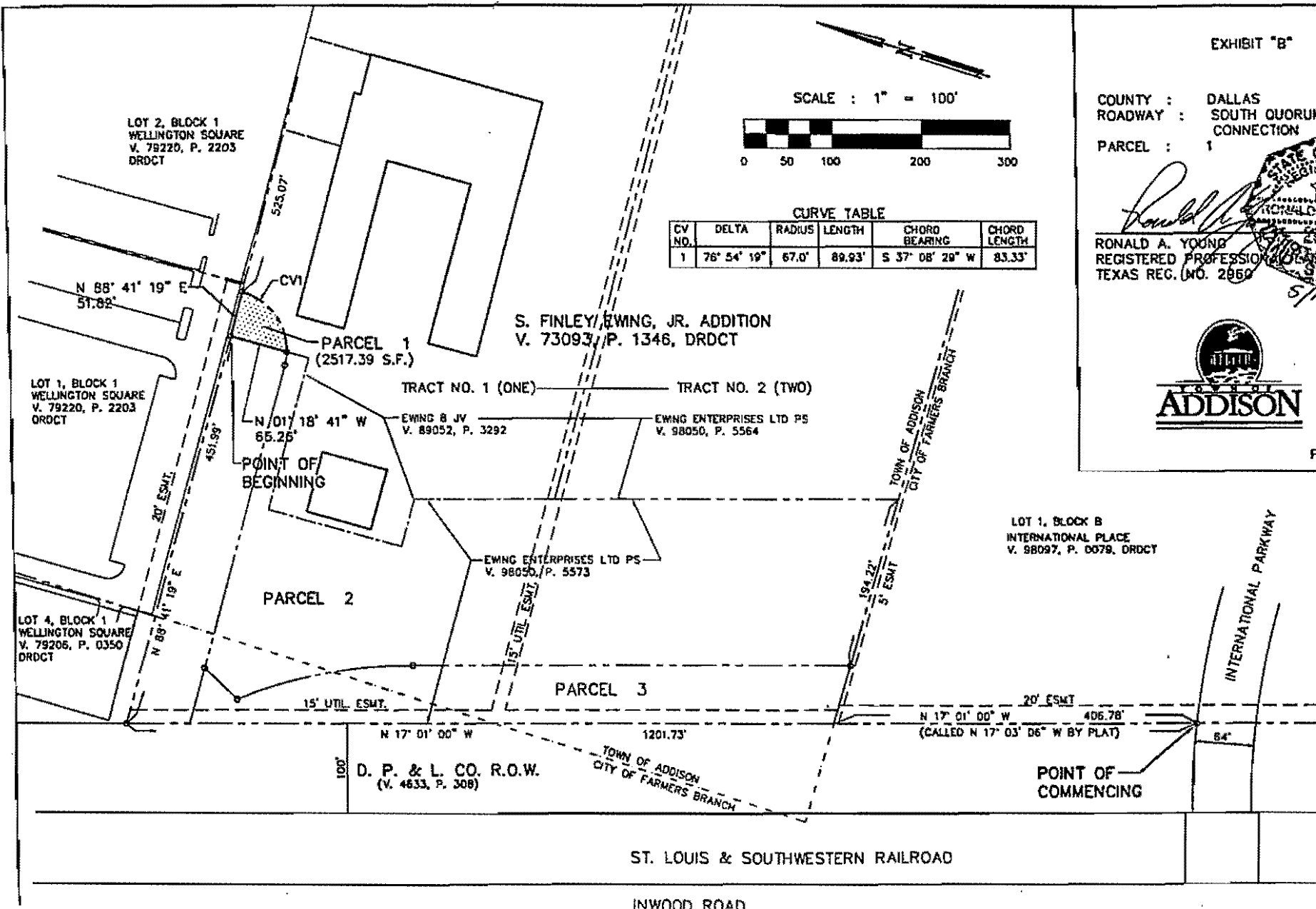
PAGE 1 OF 1

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)

N 01° 18' 41" W
65.25' EWING B JV
V. 89052, P. 3292

EWING ENTERPRISES LTD PS
V. 98050, P. 5564

POINT OF BEGINNING

EWING ENTERPRISES LTD PS
V. 98050, P. 5573

PARCEL 2

PARCEL 3

15' UTIL. ESMT

N 17° 01' 00" W

1201.73'

N 17° 01' 00" W

406.78'

(CALLED N 17° 03' 06" W BY PLAT)

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

TOWN OF ADDISON
CITY OF FARMERS BRANCH

POINT OF COMMENCING

ST. LOUIS & SOUTHWESTERN RAILROAD

INWOOD ROAD

INTERNATIONAL PARKWAY

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

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:

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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 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;

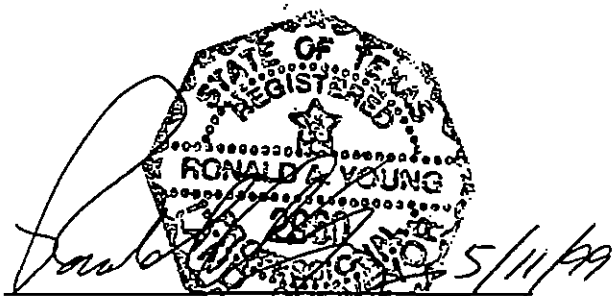
THENCE ALONG THE NORTH LINE OF SAID S. FINLEY EWING, JR. ADDITION NORTH 88 DEGREES 41 MINUTES 19 SECONDS EAST A DISTANCE OF 451.99 FEET TO A POINT FOR CORNER;

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;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE AT A PERPENDICULAR DISTANCE OF 67.0 FEET FROM THE NORTH LINE OF S. FINLEY EWING, JR. ADDITION SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 417.97 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,643.44 SQUARE FEET OR 0.6805 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 "B"

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

RONALD A. YOUNG
 REGISTERED PROFESSIONAL SURVEYOR
 TEXAS REG. NO. 2560



PAGE 1 OF 1

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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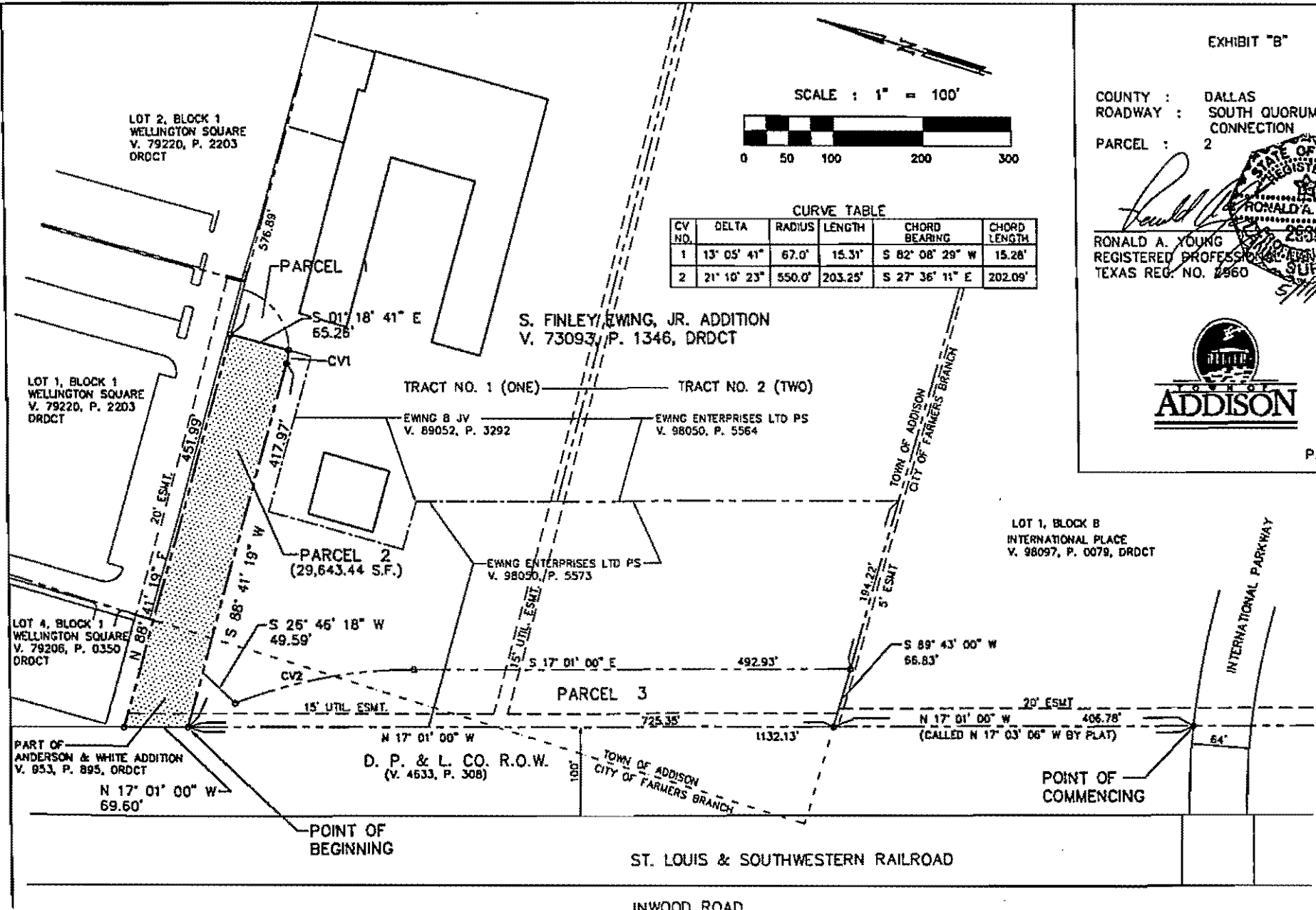


EXHIBIT "A"

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

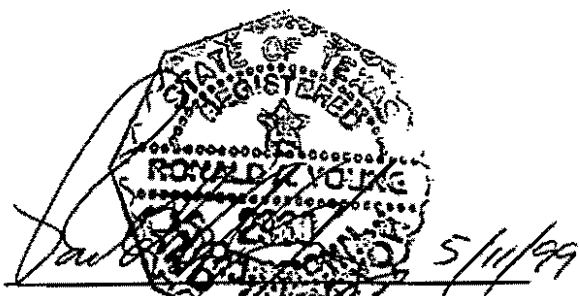
THENCE SOUTH 26 DEGREES 46 MINUTES 18 SECONDS WEST A DISTANCE OF 49.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21 DEGREES 10 MINUTES 23 SECONDS, A RADIUS OF 550.0 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 36 MINUTES 11 SECONDS EAST AND A CHORD LENGTH OF 202.09 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. 2960

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 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 88 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 08 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 01 DEGREES 18 MINUTES 41 SECONDS WEST A DISTANCE OF 65.26 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 2517.39 SQUARE 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 "B"

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

Ronald A. Young
STATE OF TEXAS
REGISTERED PROFESSIONAL SURVEYOR
TEXAS REG. NO. 2860
5/11/19



PAGE 1 OF 1

SCALE : 1" = 100'



CURVE TABLE

CV NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
1	78° 54' 19"	67.0'	89.93'	S 37° 08' 29" W	83.33'

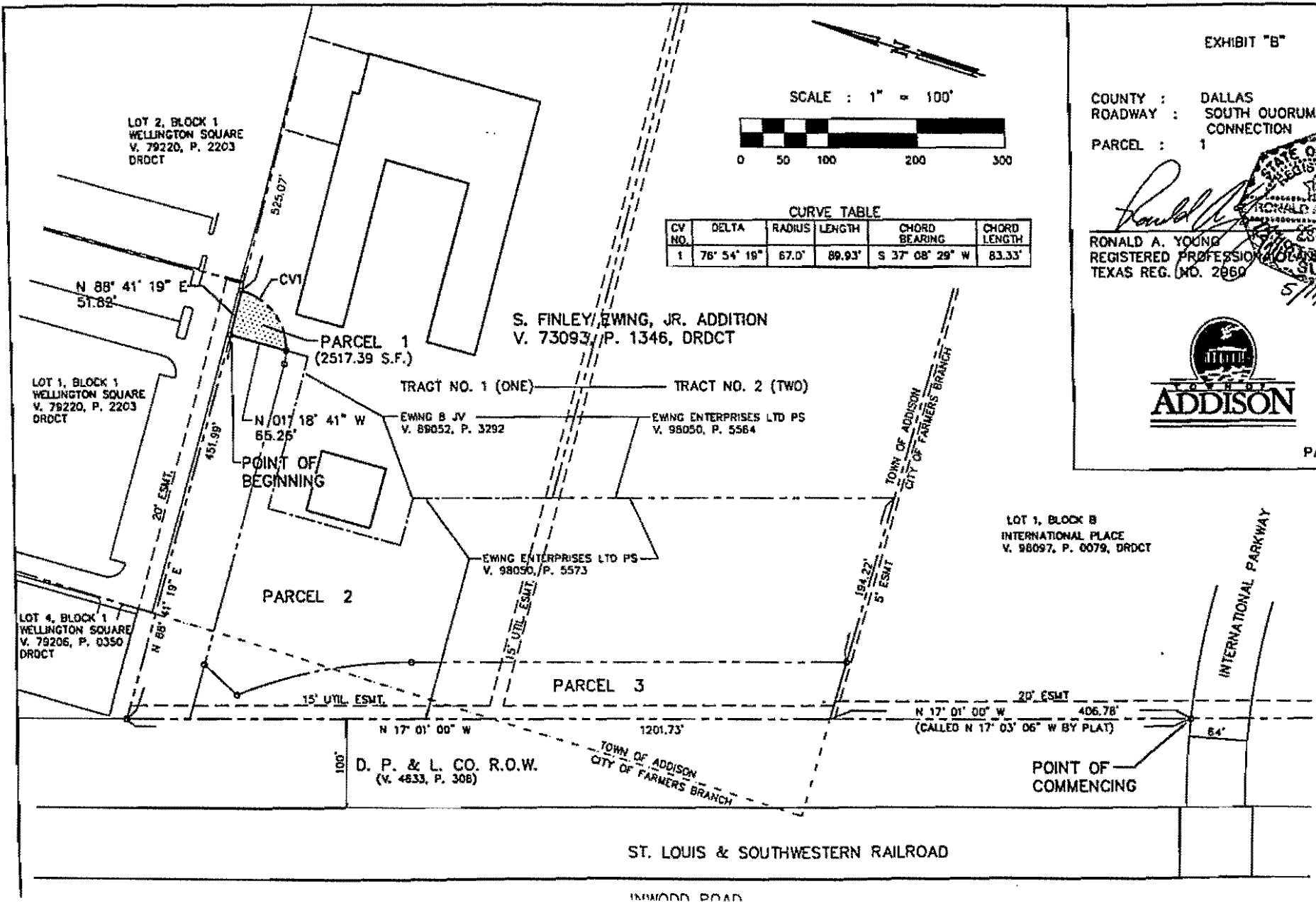


EXHIBIT "A"

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;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE AT A PERPENDICULAR DISTANCE OF 67.0 FEET FROM THE NORTH LINE OF S. FINLEY EWING, JR. ADDITION SOUTH 88 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 417.97 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 29,643.44 SQUARE FEET OR 0.6805 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 "B"

COUNTY : DALLAS
ROADWAY : SOUTH QUORUM/INWOOD
CONNECTION

PARCEL : 2

Ronald A. Young
STATE OF TEXAS
REGISTERED
RONALD A. YOUNG
2530
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2560
5/11/79



PAGE 1 OF 1

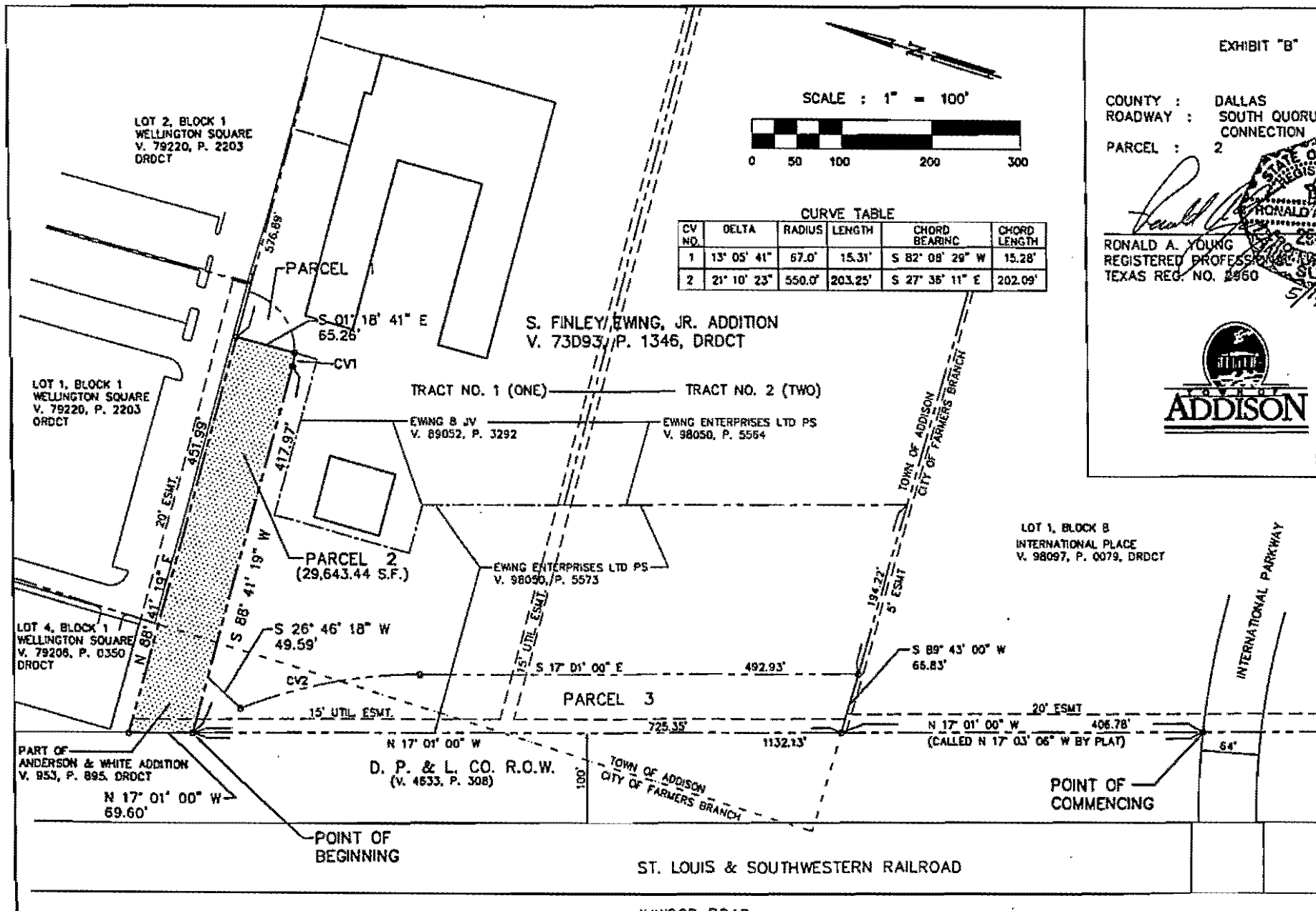


EXHIBIT "A"

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, OEEO 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;

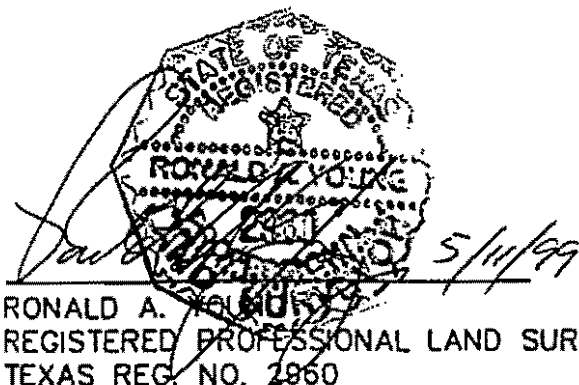
THENCE SOUTH 26 DEGREES 46 MINUTES 18 SECONDS WEST A DISTANCE OF 49.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21 DEGREES 10 MINUTES 23 SECONDS, A RADIUS OF 550.0 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 36 MINUTES 11 SECONDS EAST AND A CHORD LENGTH OF 202.09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

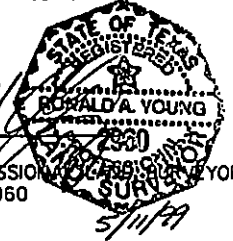


RONALD A. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. NO. 2860

EXHIBIT "B"

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

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



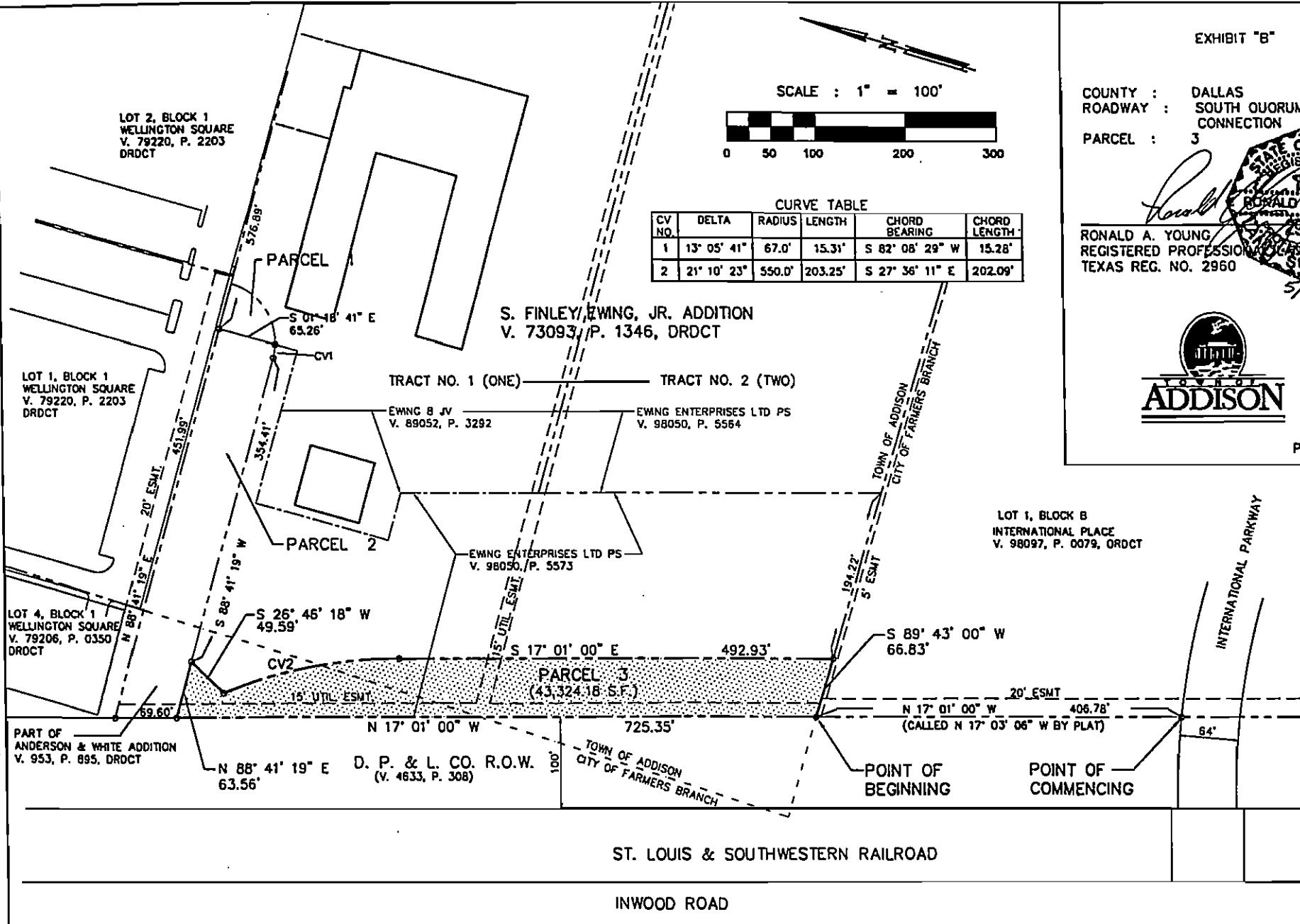
PAGE 1 OF 1

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'



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

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

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

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

PARCEL 1

PARCEL 2

PARCEL 3
 (43,324.18 S.F.)

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

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, DROCT

ST. LOUIS & SOUTHWESTERN RAILROAD

INWOOD ROAD

INTERNATIONAL PARKWAY

TOWN OF ADDISON
 CITY OF FARMERS BRANCH

TOWN OF ADDISON
 CITY OF FARMERS BRANCH

POINT OF
 BEGINNING

POINT OF
 COMMENCING

SITE SUMMARY

SITE AREA	14.3 ACRES
11 STORY HOTEL	
300 KEYS	276,000 GSF TOTAL
1 STORY CONFERENCE CENTER	21,600 GSF TOTAL
1 STORY RESTAURANT	11,600 GSF TOTAL
2 STORY RESTAURANT	27,300 GSF
13 STORY OFFICE BUILDING I	
25,000 GSF/FLOOR	325,000 GSF TOTAL
13 STORY OFFICE BUILDING II	
25,000 GSF/FLOOR	325,000 GSF TOTAL
11 STORY EXTENDED STAY HOTEL	
15,735 GSF/FLOOR	173,000 GSF TOTAL
SITE GSF TOTAL	1,159,500 GSF

PARKING SUMMARY

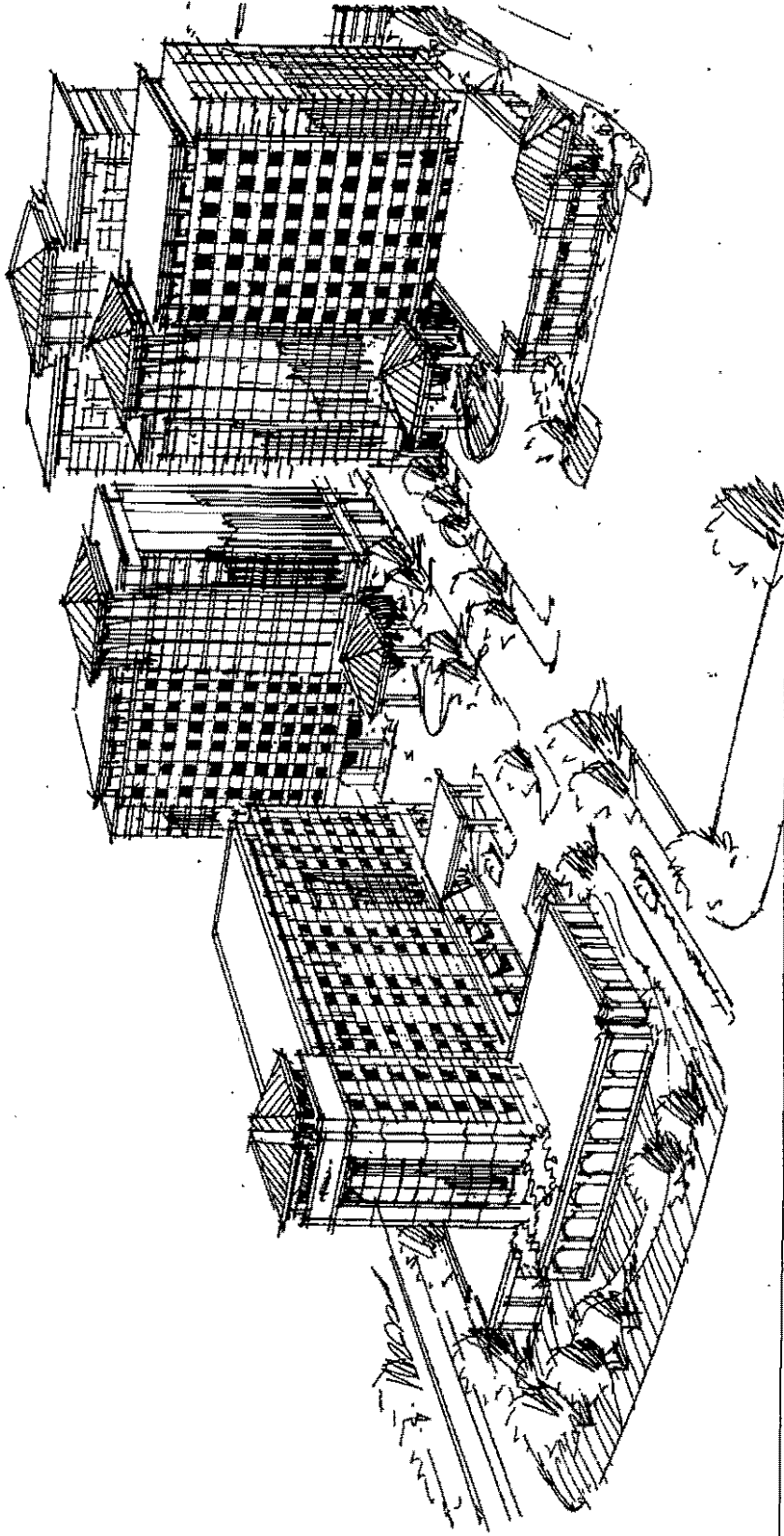
5 LEVEL GARAGE	2,500 CARS
GRADE PLUS 4	
EXECUTIVE PARKING	
BELOW GRADE	440 CARS
SURFACE PARKING	200 CARS
TOTAL PARKING	3140 CARS

HKS

/7448 06 01 01

↑ **GRANDE PLAZA**
 North Preliminary Site Plan
 0 75' 150' 225'

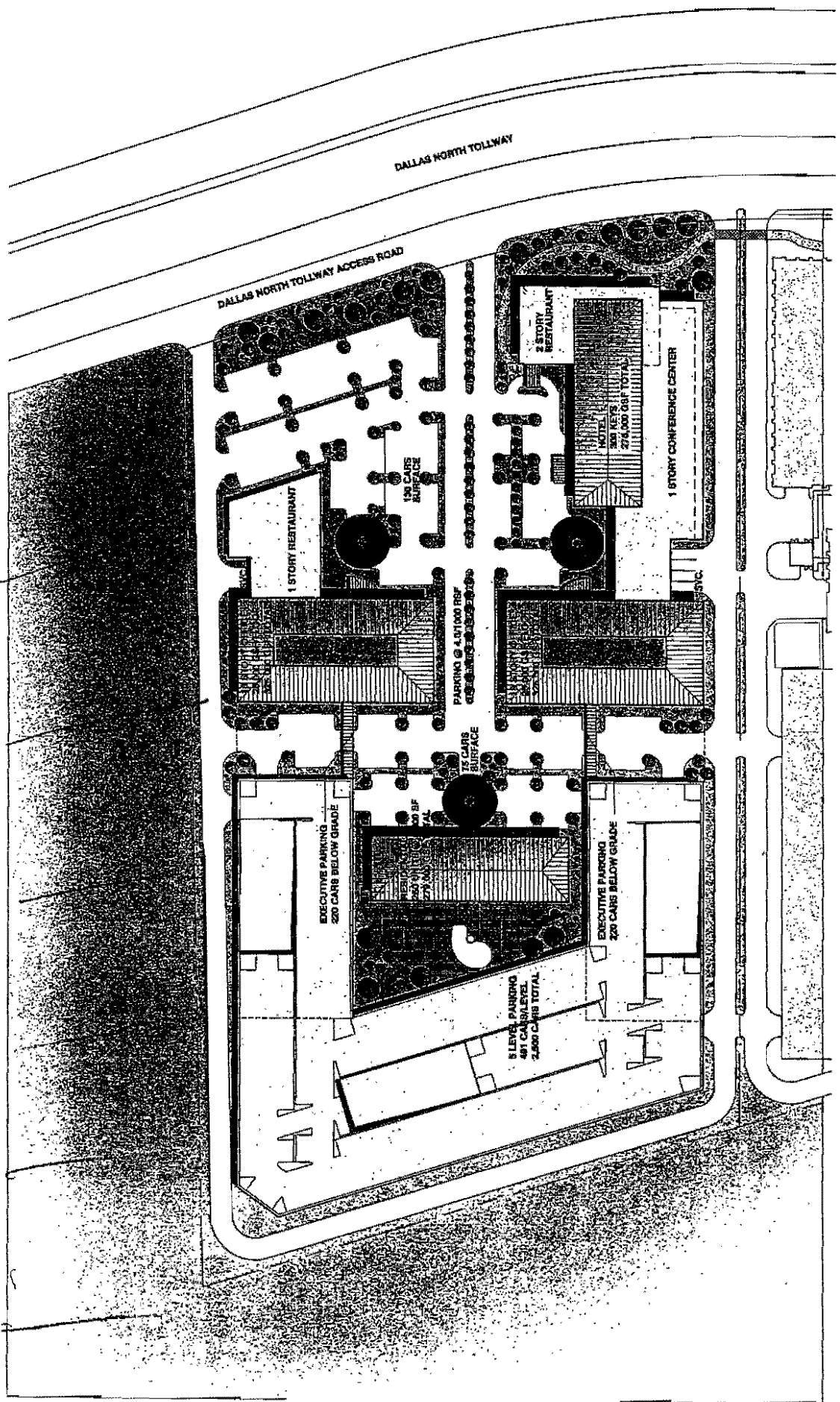




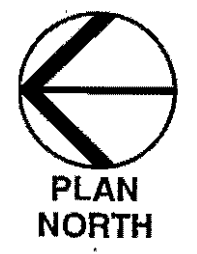
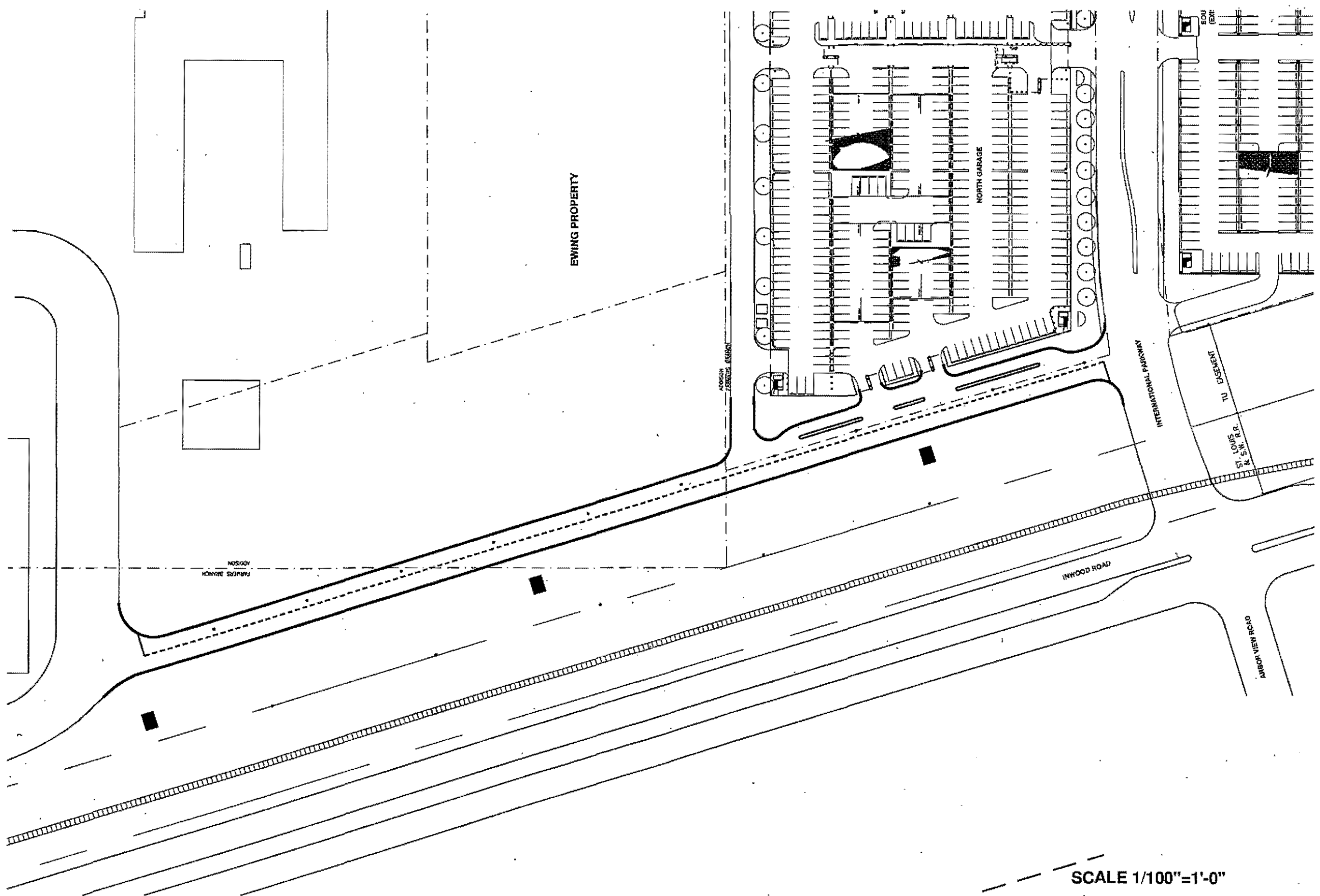
HKS
7446 05 21 01

GRAND PLAZA
Preliminary Site Plan
1" = 100'

WILCOX

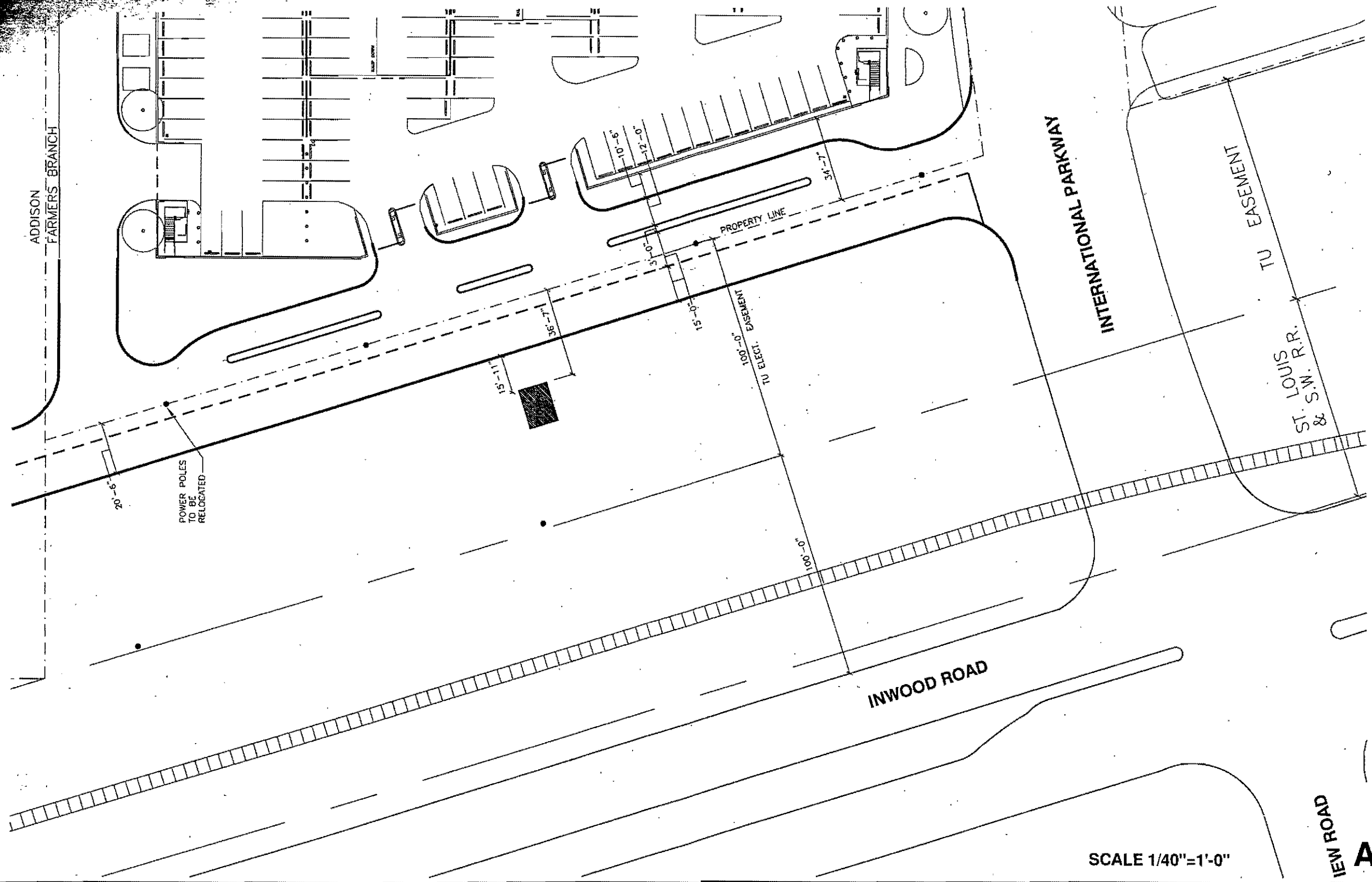


ROAD EXTENSION
RR CROSSING



SCALE 1/100"=1'-0"

A-01



ADDISON
FARMERS' BRANCH

POWER POLES
TO BE
RELOCATED

PROPERTY LINE

100'-0" EASEMENT
TO ELECT.

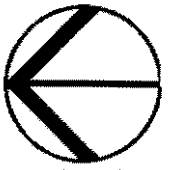
INTERNATIONAL PARKWAY

TU EASEMENT LINE

ST. LOUIS
S.W. R.R.
&

INWOOD ROAD

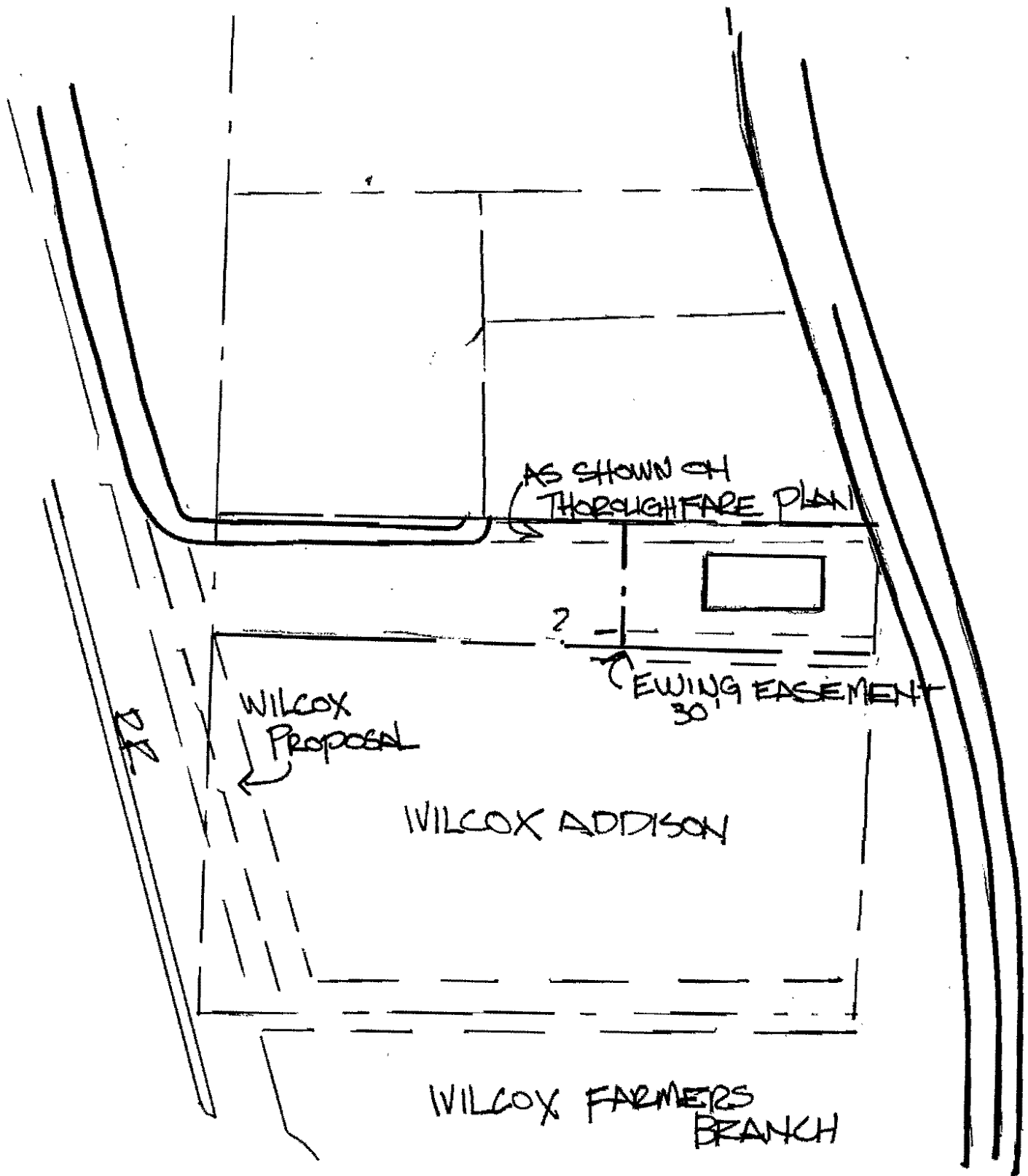
IEW ROAD



PLAN
NORTH

SCALE 1/40"=1'-0"

A-02



AS SHOWN ON
THOROUGHFARE PLAN

?

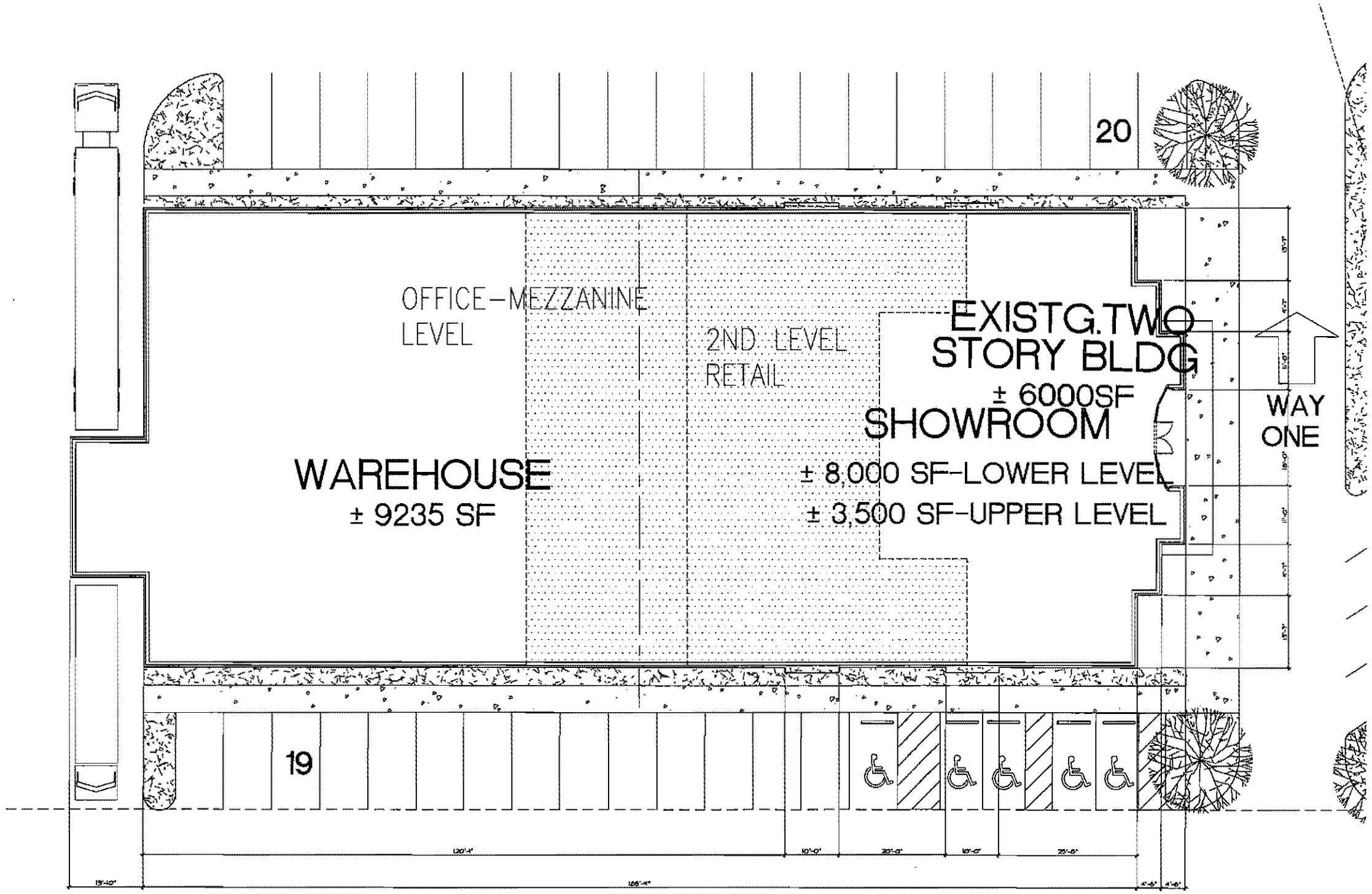
EWING EASEMENT
30'

WILCOX
PROPOSAL

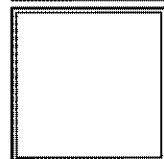
WILCOX ADDISON

WILCOX FARMERS
BRANCH

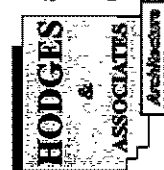
22



HOME THEATER STORE
 TOLL ROAD
 ADDISON, TEXAS



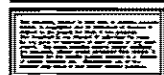
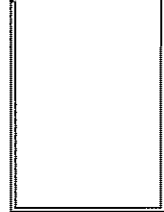
architecture planning
 13642 Ormege Calles, Texas 75244-4514
 phone: 972.387.1000 fax: 972.980.1129
 www.hodgesa.com



project no.
0000

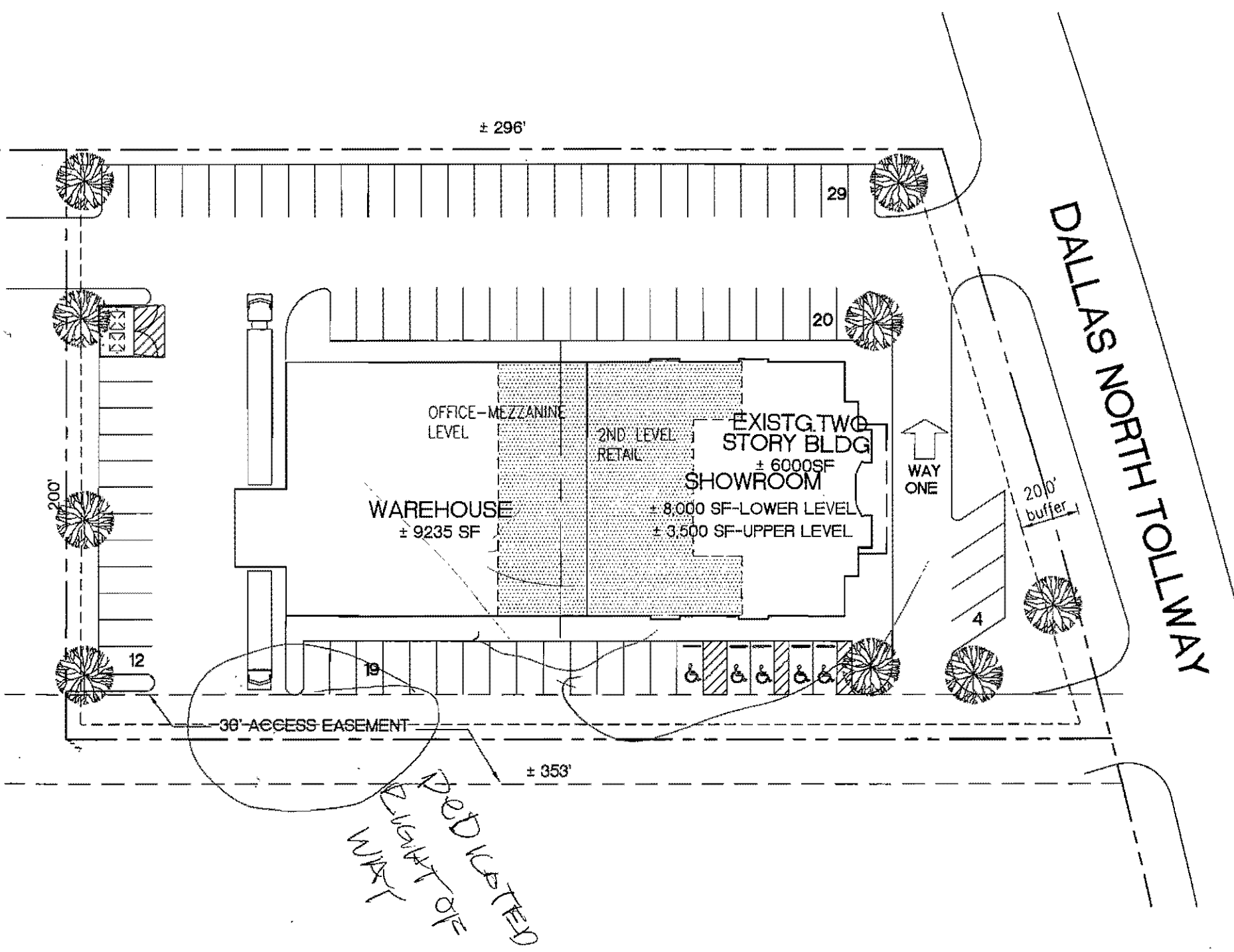
drawn by VCV check by BDD

issue log



sheet
A21
 FLOOR
 PLAN
 1/8" = 1'-0"

TABULATIONS	BLDG AREA	PARK'G REQ'D
SHOWROOM	11500	58
WAREHOUSE	9235	10
OFFICE	2500	9
TOTALS	23,235	77
PARKING PROVIDED	84	(1 / 277 sf RATIO)
SITE AREA	± 1.4941 AC (65,083 SF)	



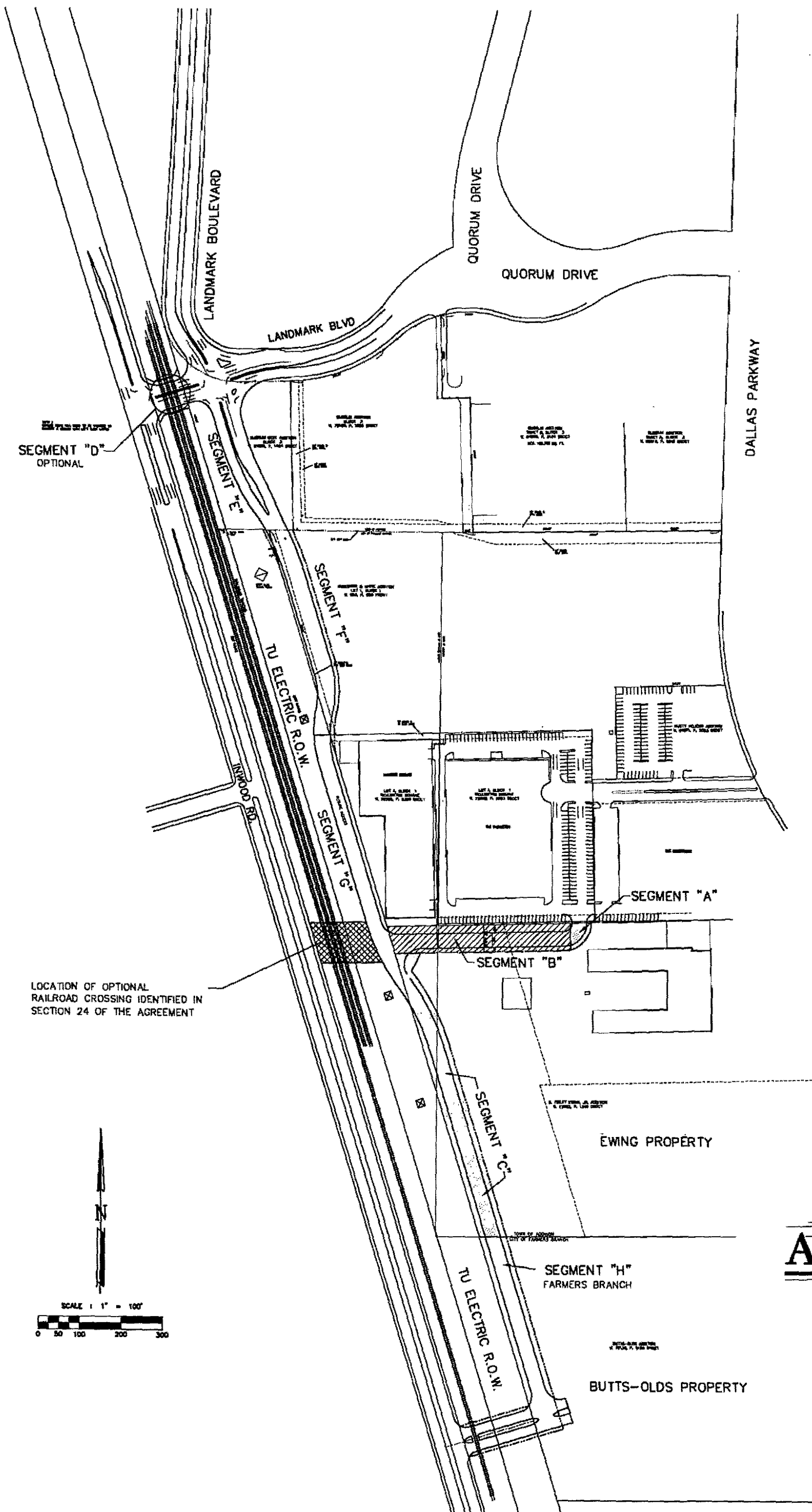
DALLAS PKWY AT INWOOD ROAD

ADDISON, TEXAS

HODGES architecture planning
13842 Omega Dallas, Texas 75244-4514
 phone: 972 387-1000 fax: 972 960-829
 www.hodgesues.com
ASSOCIATES
Architects
 PLLC

project no.	drawn	date
01013	KO	4-16-01

SCHEME
SP-5



SEGMENT "D"
OPTIONAL

LOCATION OF OPTIONAL
RAILROAD CROSSING IDENTIFIED IN
SECTION 24 OF THE AGREEMENT

DALLAS PARKWAY

LANDMARK BOULEVARD

QUORUM DRIVE

QUORUM DRIVE

LANDMARK BLVD

SEGMENT "E"

SEGMENT "F"

TU ELECTRIC R.O.W.

SEGMENT "G"

SEGMENT "A"

SEGMENT "B"

SEGMENT "C"

EWING PROPERTY

SEGMENT "H"
FARMERS BRANCH

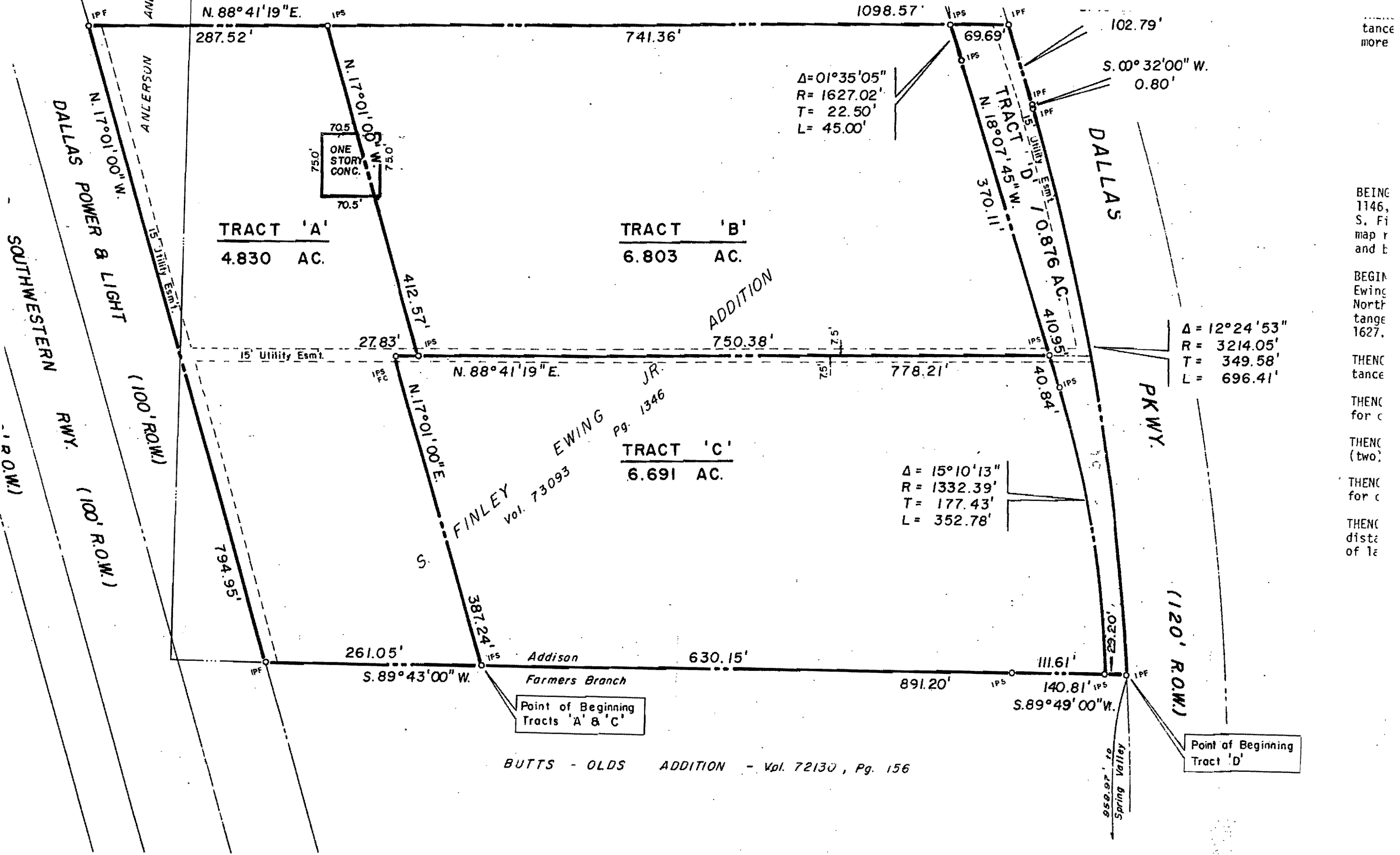
TU ELECTRIC R.O.W.

BUTTS-OLDS PROPERTY



ALTERNATE 16
5/24/99

EXHIBIT "E"



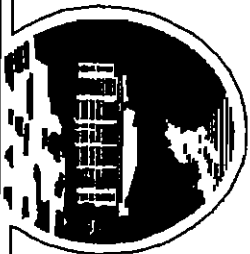
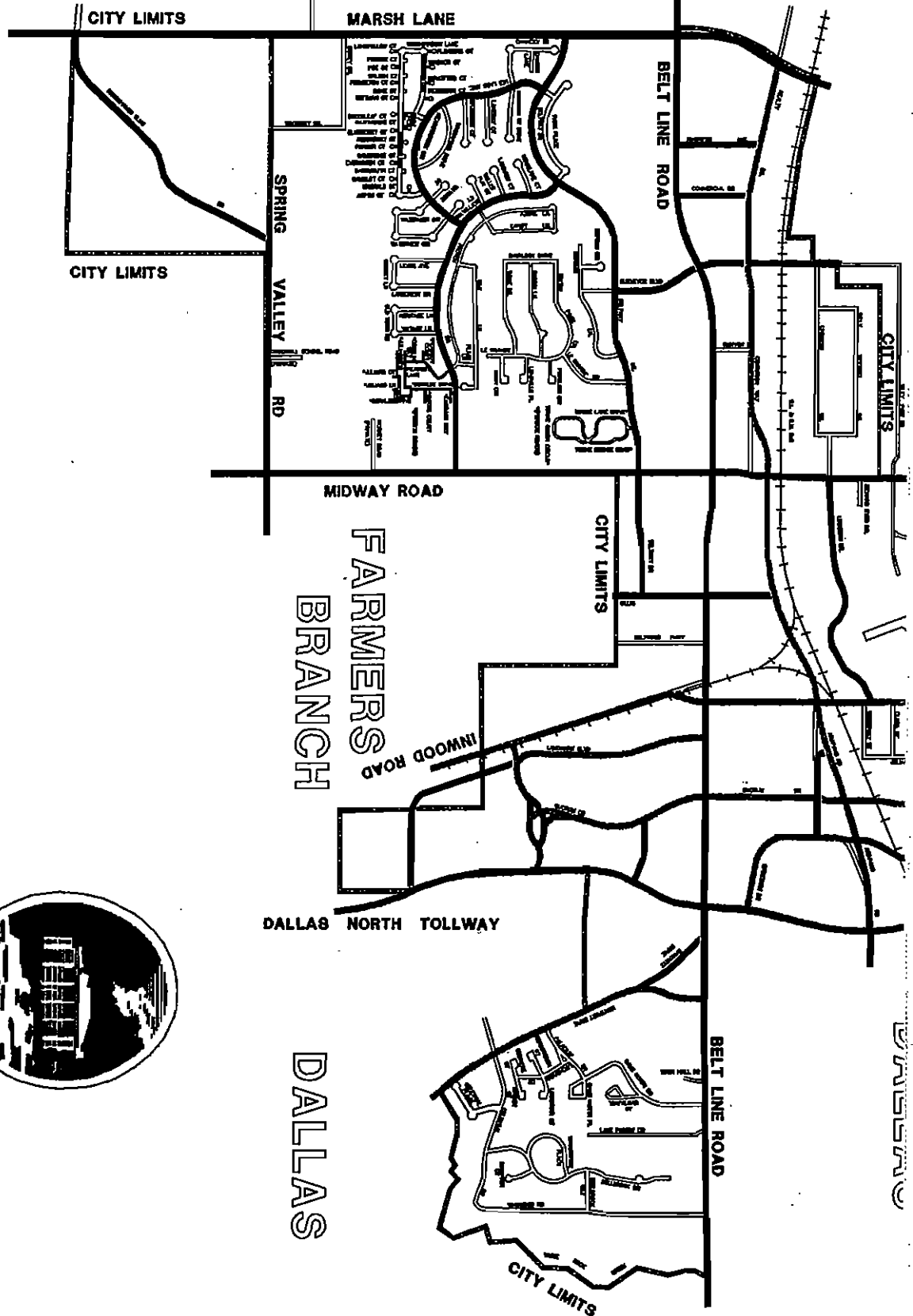
BUTTS - OLDS ADDITION - Vol. 72130, Pg. 156

$\Delta = 01^{\circ}35'05''$
 $R = 1627.02'$
 $T = 22.50'$
 $L = 45.00'$

$\Delta = 12^{\circ}24'53''$
 $R = 3214.05'$
 $T = 349.58'$
 $L = 696.41'$

$\Delta = 15^{\circ}10'13''$
 $R = 1332.39'$
 $T = 177.43'$
 $L = 352.78'$

To Steve Chutehian

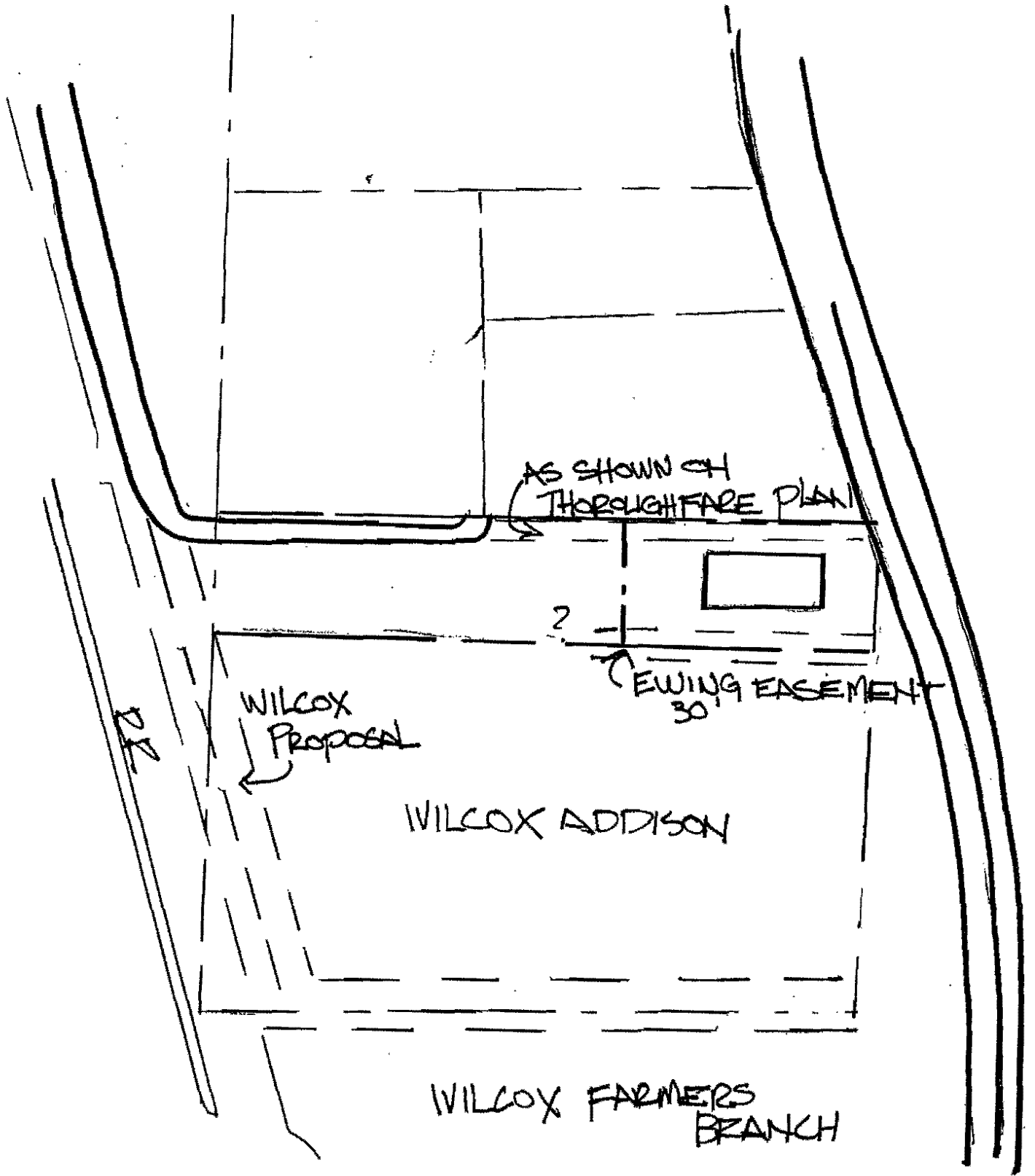


TOWN OF
ADDISON

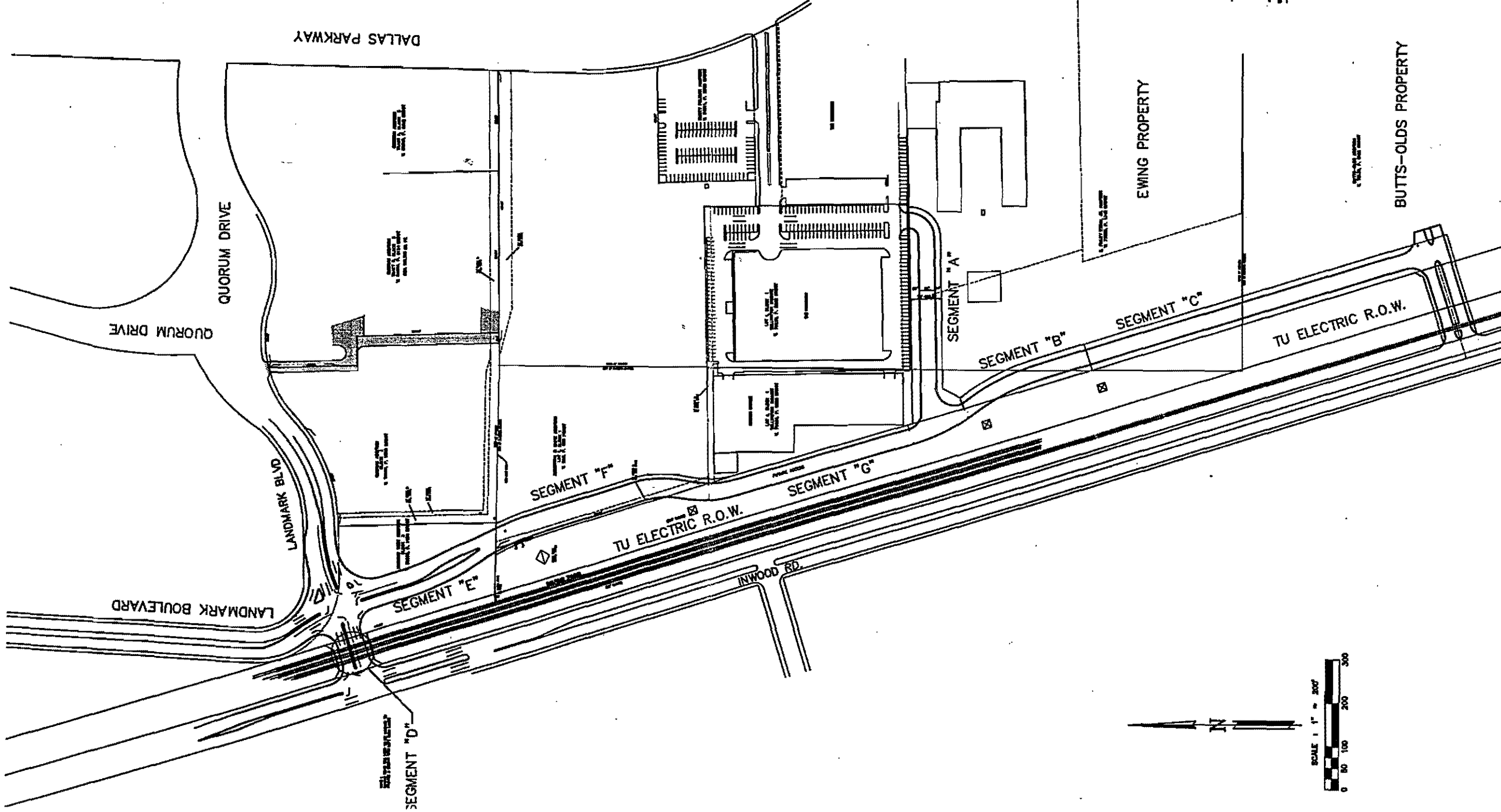
THOROUGHFARE PLAN

UPDATE

AUGUST 1997



8-1-01



ALTERNATE 18

EWING PROPERTY

BUTTS-OLDS PROPERTY

SEGMENT "A"

SEGMENT "B"

SEGMENT "C"

TU ELECTRIC R.O.W.

SEGMENT "F"

SEGMENT "G"

SEGMENT "E"

SEGMENT "D"

LANDMARK BOULEVARD

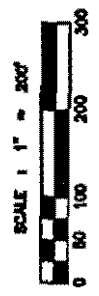
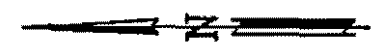
QUORUM DRIVE

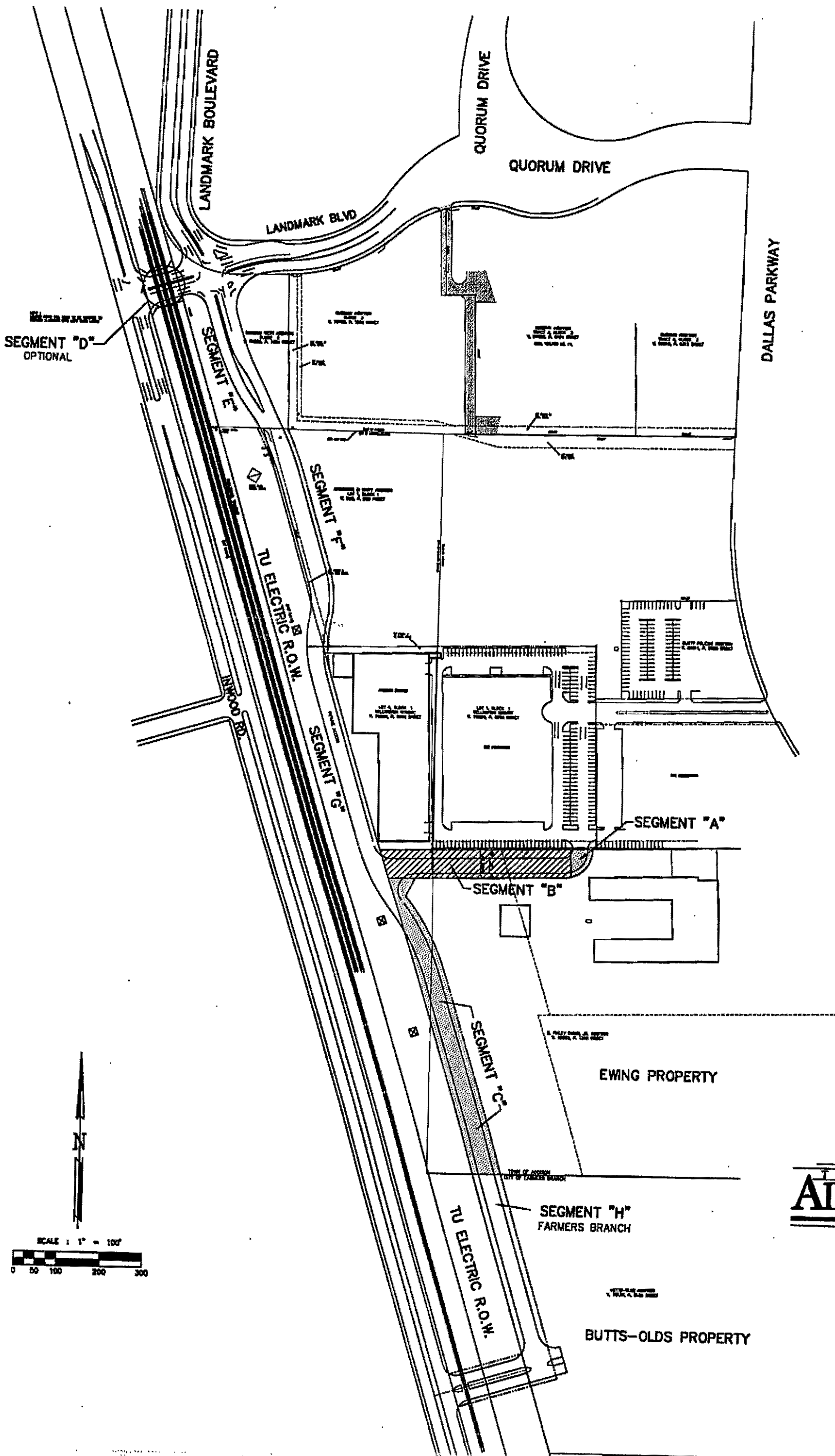
QUORUM DRIVE

DALLAS PARKWAY

LANDMARK BLVD

INWOOD RD.

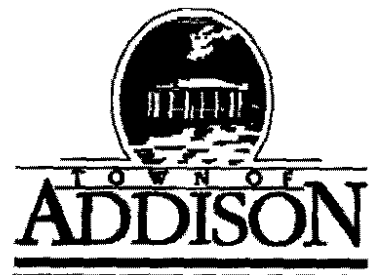
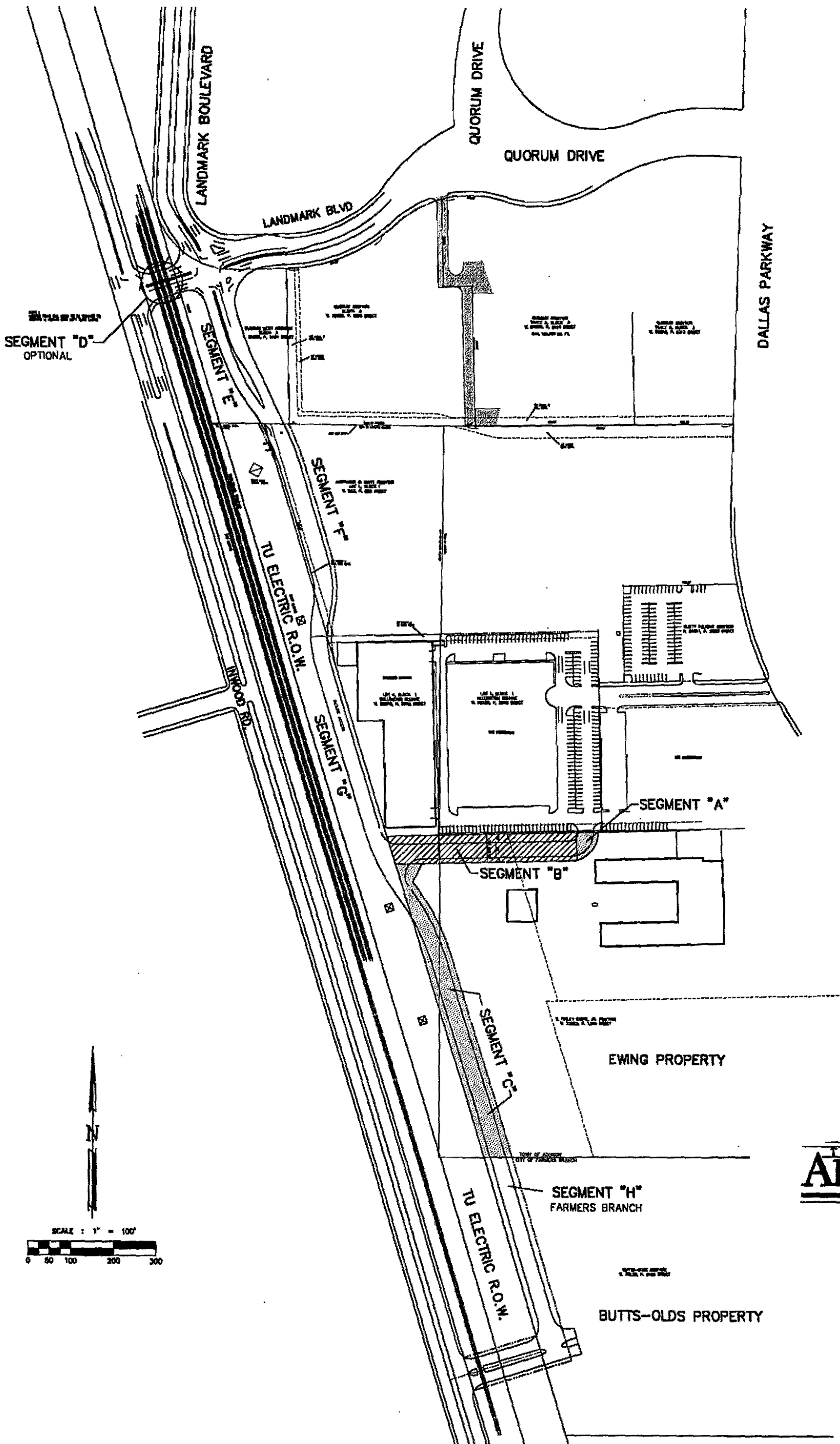




Email to Bob Burkman



ALTERNATE 1B



ALTERNATE 16