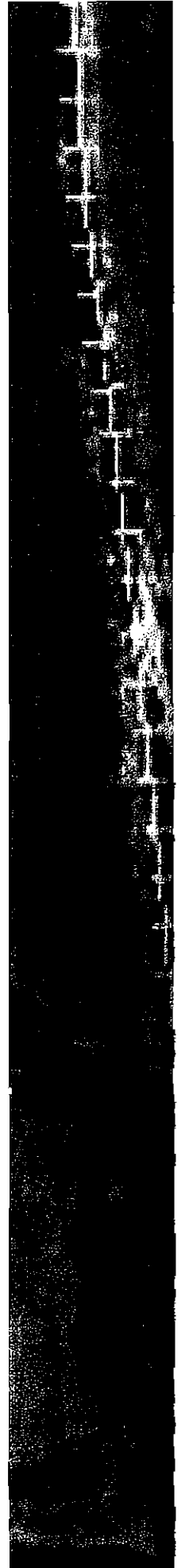
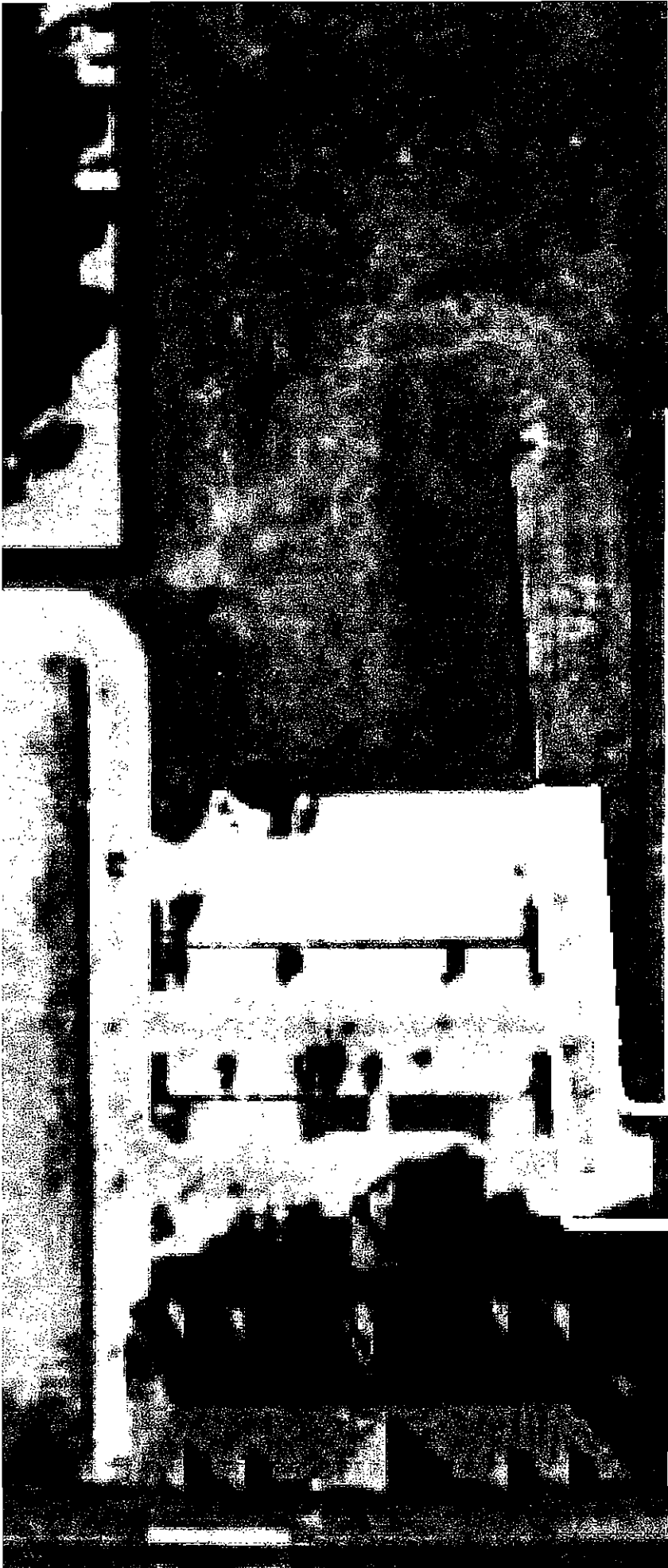


PARCEL 5

HERITAGE INN



DATE SUBMITTED: June 17, 2002
FOR COUNCIL MEETING: June 25, 2002

Council Agenda Item

SUMMARY:

This item is for approval to make an offer to Heritage Inn Number XIII/Tharaldson Development, for acquisition of a portion of Lots 4 & 5, Addison Restaurant Park.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Cost: \$140,700.00

Source of Funds: Funds are available from Year 2000 General Obligation Bond Program, Project No. 83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho road, Phase III project. Approximately 0.5792 acre of permanent right-of-way adjacent to the proposed extension of Arapaho Road (see attached Parcel 5 map) is required as part of the proposed roadway improvements. A 0.0813 acre temporary construction easement (see attached Parcel 5-TE map) is also necessary to complete the project. This parcel is a portion of Lots 4 & 5, Addison Restaurant Park, and is owned by Heritage Inn Number XIII/Tharaldson Development.

In January 2002, the firm of Evaluation Associates performed an appraisal of the value (summary attached) of the proposed fee-simple taking. The appraisal of the 0.5792 acre of right-of-way and 0.0813 acre of temporary construction easement on this site resulted in a Total Compensation value of \$140,700.00.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to offer a total of \$140,700.00 to Heritage Inn Number XIII/Tharaldson Development, for the acquisition of 0.5792 acre of permanent right-of-way and 0.0813 acre of temporary construction easement from Lots 4 & 5, Addison Restaurant Park.

EVALUATION ASSOCIATES

RIGHT OF WAY LAND RIGHTS ANALYSIS • APPRAISAL • ACQUISITION • SOLUTIONS

SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

**Property Owner: Heritage Inn Number XIII/Tharaldson Development
Parcel No. 5**

Valuation Conclusion:

Whole Property (Land Only)	\$900,000
Proposed Acquisition	\$ 138,754
Remainder Before Acquisition	\$ 761,246
Remainder After Acquisition	\$ 761,246
Loss in Value of Remainder After	\$ -0-

Determination of Compensation:

Permanent Right of Way (Land Only @ \$5.50/SF)	\$138,754
Compensation for Improvements (None - Replacement)	\$ -0-
Landscaping (None - Replacement)	\$ -0-
Temporary Construction Easement	\$ <u>1,946</u>

Total Compensation **\$140,700**

Date of Appraisal: January 12, 2002

Location: 4555 Belt Line Road, Town of Addison, Texas

Legal Description: Lots 4 and 5, Addison Restaurant Park, Town of Addison,
Dallas County, Texas

Land Size: Whole Property (per DCAD records) 3.7610 Acres
Right of way Area 0.5792 Acres
Temporary Construction easement 0.0813 Acres

Zoning: PD, Planned Development District

Highest and Best Use:

As if Vacant BEFORE: Commercial use
As if Vacant AFTER: Commercial use

EXHIBIT "B"

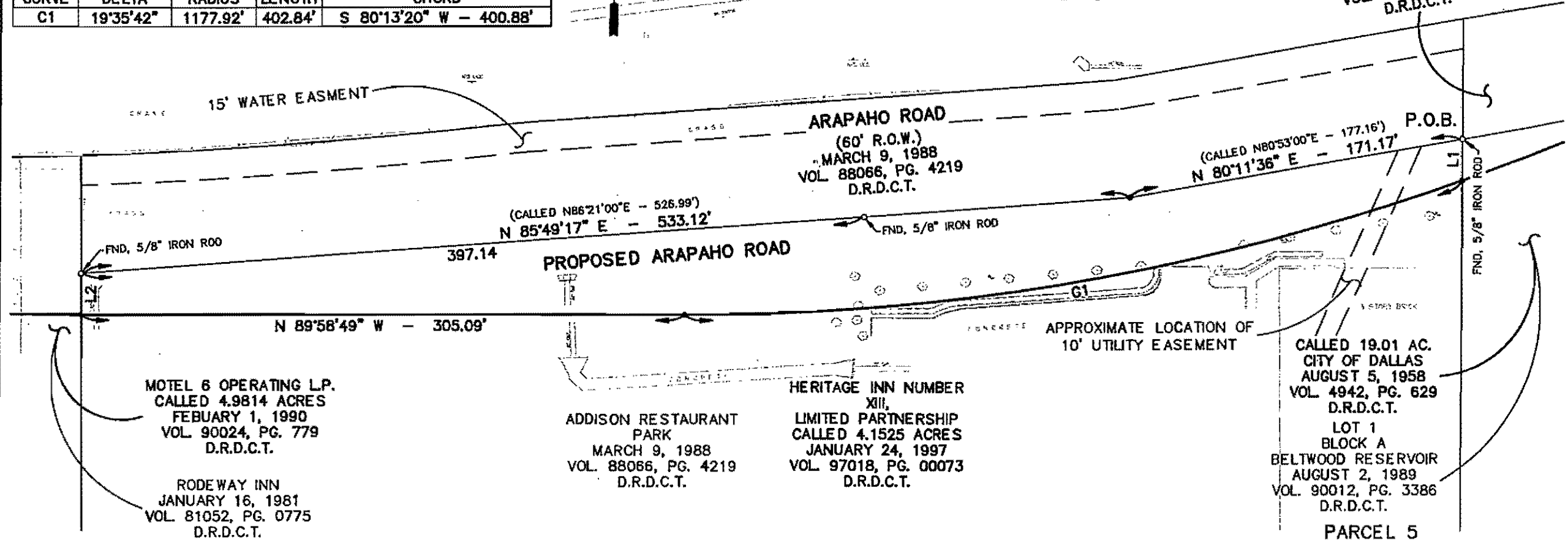
LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'19" W	S00°43'00"W	21.00'	--
L2	N 00°24'10" W	N00°08'59"W	20.97'	--

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	19°35'42"	1177.92'	402.84'	S 80°13'20" W - 400.88'



EDWARD COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.



MOTEL 6 OPERATING L.P.
CALLED 4.9814 ACRES
FEBRUARY 1, 1990
VOL. 90024, PG. 779
D.R.D.C.T.

RODEWAY INN
JANUARY 16, 1981
VOL. 81052, PG. 0775
D.R.D.C.T.

ADDISON RESTAURANT
PARK
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

HERITAGE INN NUMBER
XII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
JANUARY 24, 1997
VOL. 97018, PG. 00073
D.R.D.C.T.

CALLED 19.01 AC.
CITY OF DALLAS
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.
LOT 1
BLOCK A
BELTWOOD RESERVOIR
AUGUST 2, 1989
VOL. 90012, PG. 3386
D.R.D.C.T.

PARCEL 5
A PLAT OF A
0.5792 ACRE (25,228 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED
HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT
PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY
LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO
THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN
VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith
ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE

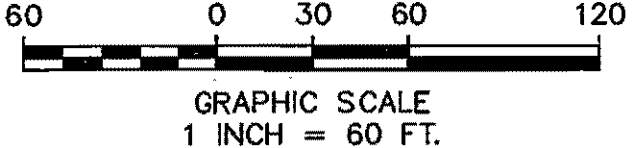
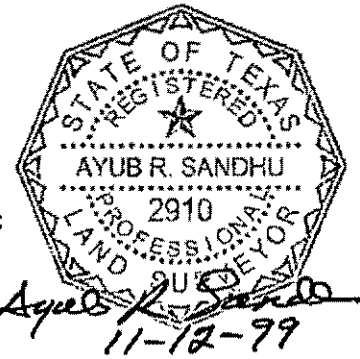


EXHIBIT "B"

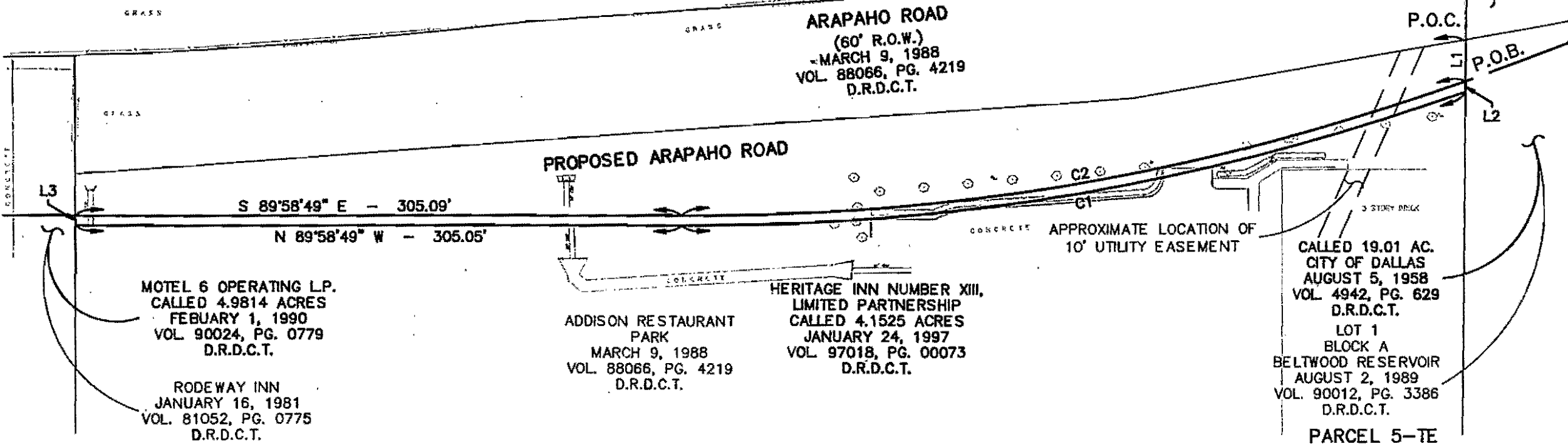
LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'19" W	S00°43'00"W	21.00'	-
L2	S 00°12'19" W	S00°43'00"W	5.31'	-
L3	N 00°24'10" W	N00°08'59"W	5.00'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	19°30'28"	1182.92'	402.75'	S 80°15'57" W - 400.81'
C2	19°35'42"	1177.92'	402.84'	N 80°13'20" E - 400.88'



EDWARD COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.



MOTEL 6 OPERATING L.P.
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D.R.D.C.T.

RODEWAY INN
JANUARY 16, 1981
VOL. 81052, PG. 0775
D.R.D.C.T.

ADDISON RESTAURANT
PARK
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

HERITAGE INN NUMBER XIII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
JANUARY 24, 1997
VOL. 97018, PG. 00073
D.R.D.C.T.

CALLLED 19.01 AC.
CITY OF DALLAS
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.
LOT 1
BLOCK A
BELTWOOD RESERVOIR
AUGUST 2, 1989
VOL. 90012, PG. 3386
D.R.D.C.T.

PARCEL 5-TE
A PLAT OF A
0.0813 ACRE (3,539 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

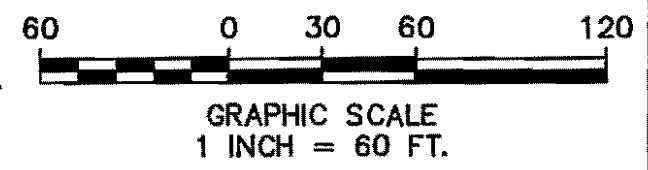
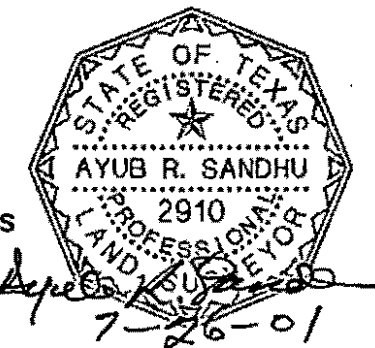
NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



Parcel 5
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

Revised

MARCH, 2003

BEING a description of a 0.1934 acre (8,425 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", a addition to the Town of Addison as evidenced by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.1934 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod found for the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication;

THENCE, SOUTH 80°11'36" WEST (called North 80°53'00" East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road for the **POINT OF BEGINNING** of the herein described tract;

PARCEL 5 - ARAPAHO ROAD PROJECT

THENCE, SOUTHWESTERLY, departing said line and along the proposed South right of way line of Arapaho Road and the arc of a non-tangent curve to the right having a radius of 1,177.92 feet, a central angle of 18°35'31", a chord bearing South 80°43'26" West for 380.55 feet, passing at an arc distance of 290.95 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 382.22 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH 89°58'49 WEST, continuing along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to a 5/8 inch iron rod set in the South line of said 24 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said line and along the South line of said 24 foot wide right of way dedication, passing at a distance of 355.11 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total distance of 493.84 feet to an angle point;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), continuing along said line, a distance of 148.35 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.1934 acres or 8,425 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 2-28-03

Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

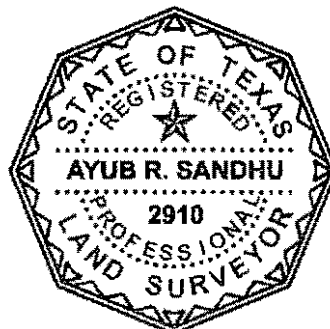
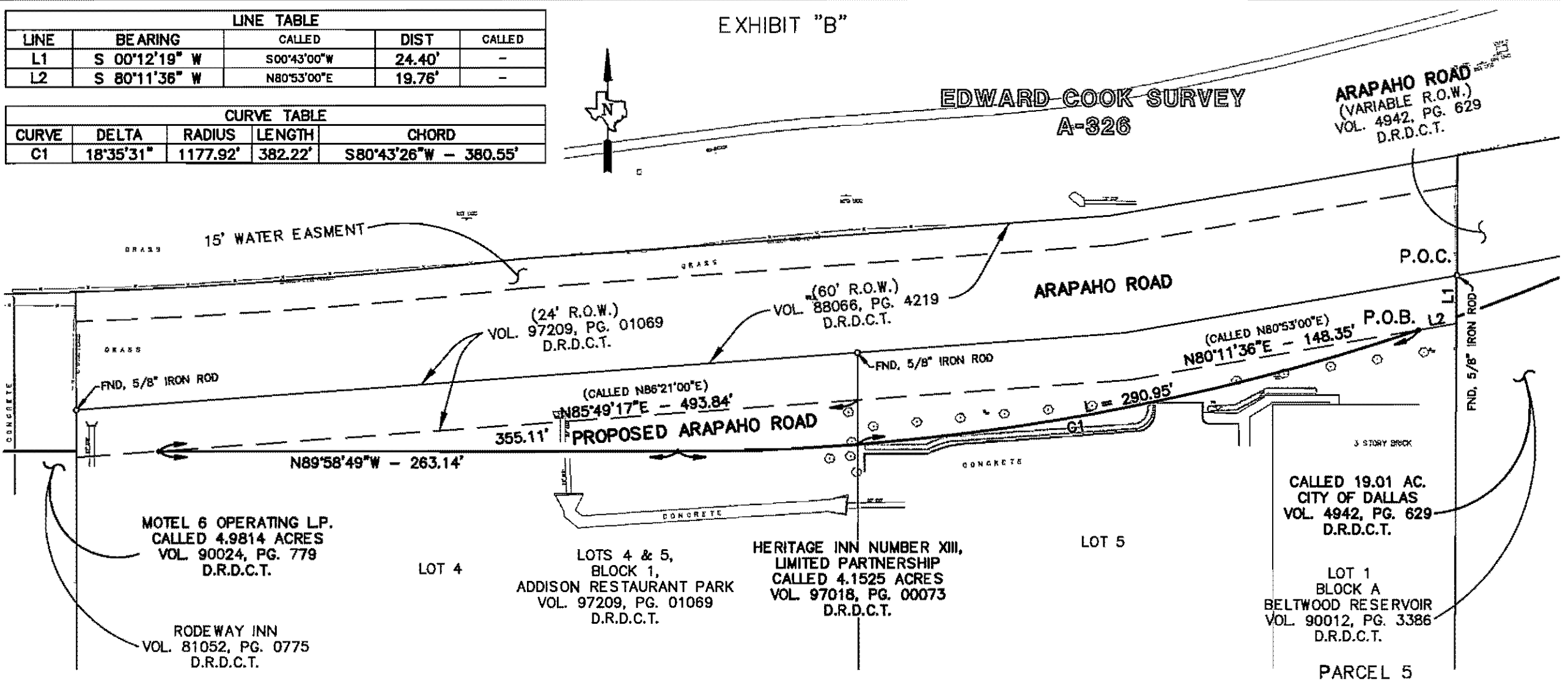


EXHIBIT "B"

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'19" W	S00°43'00"W	24.40'	-
L2	S 80°11'36" W	N80°53'00"E	19.76'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	18°35'31"	1177.92'	382.22'	S80°43'26"W - 380.55'



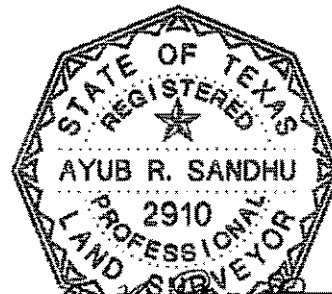
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- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



Ayub R. Sandhu
2-28-03



GRAPHIC SCALE
1 INCH = 60 FT.

Parcel 5-TE
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0790 acre (3,443 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", a addition to the Town of Addison as evidenced by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.0790 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication for the **POINT OF BEGINNING** of the herein described tract;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), continuing along said common line, a distance of 1.94 feet to the beginning of a non tangent curve to the right;

PARCEL 5-TE - ARAPAHO ROAD PROJECT

THENCE, SOUTHWESTERLY, departing said common line and along said curve to the right having a 1,182.92 feet, a central angle of 19°30'28", a chord bearing South 80°15'57" West for 400.81 feet, passing at an arc distance of 311.44 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 402.75 feet to the point of tangency of said curve;

THENCE, NORTH 89°58'49 WEST, a distance of 305.05 feet to a point in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. as evidenced by the deed recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00°24'10" WEST (called North 00°08'59" West), along said common line, a distance of 1.92 feet to the Southwest corner of said 24 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 42.04 feet to a point in the proposed South right of way line of Arapaho Road;

THENCE, SOUTH 89°58'49 EAST, departing said line and along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to the point of curvature of a tangent curve to the left;

THENCE, NORTHEASTERLY, continuing along said proposed South right of way line of Arapaho Road and the arc of said curve to the left having a radius of 1,177.92 feet, a central angle of 18°35'31", a chord bearing North 80°43'26" East for 380.55 feet, passing at an arc distance of 91.27 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total arc distance of 382.22 feet to a point in the South line of said 24 foot wide right of way dedication;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), departing said proposed right of way line and along the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to the **POINT OF BEGINNING**;

PARCEL 5-TE - ARAPAHO ROAD PROJECT

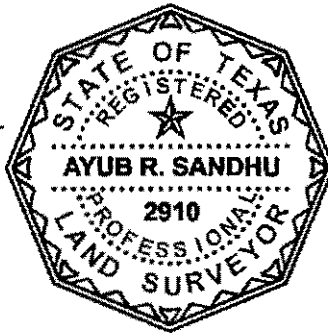
CONTAINING an area of 0.0790 acres or 3,443 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 2-28-03
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: January 28, 2004

Time: _____

Total Number of Pages (including this sheet): 39Normal/Rush: NormalClient/Matter #: 3305/62006TO: (1) Carolyn Burgette
(2) Steve ChutchianFAX: 972.450.7065
FAX: 972.450.2837PHONE:
PHONE:FROM: Angela K. WashingtonDirect Dial #: (214) 672-2144

MESSAGE: RE: Parcel 5 (Heritage Inn), Arapaho Extension of Road Project

**IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,
PLEASE CALL**

Yolanda Rodriguez at (214) 672-2629

Thank you.

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



REPUBLIC TITLE OF TEXAS, INC.

DATE: 01/12/2004
QP NO: 02R14033 SJ7

PURCHASER'S STATEMENT

SALE FROM: HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP
SALE TO: TOWN OF ADDISON
PROPERTY: 0.1934 acres, Edward Cook Survey, Dallas County
* a North Dakota partnership

PURCHASE PRICE: PER CONTRACT (\$58,975 ROW DEED & \$1,893.65 TMP, EST) \$ 60,868.65

PLUS: CHARGES

Table listing various charges: Filing fees (Right of Way Deed, Temporary Const. Est, Partial Release), Fees to the Title Company (Escrow Fee, Courier, Owner title policy, Survey amendment), and Disclosures (Insurance Code, Title Insurance Company, Tax Service).

TOTAL CHARGES \$ 1,152.46

GROSS AMOUNT DUE BY PURCHASER \$ 62,021.11

LESS: CREDITS

Table for listing credits, currently empty.

TOTAL CREDITS \$.00

BALANCE DUE BY PURCHASER \$ 62,021.11

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof.

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

The undersigned hereby authorizes Closing or Escrow Agent to make expenditures and disbursements as shown above and approve same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

SEE SIGNATURE ADDENDUM ATTACHED.

REPUBLIC TITLE OF TEXAS, INC.

CLOSING OR ESCROW AGENT

ADDRESSES

*Note: Interest on existing loans is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lender.

SIGNATURE ADDENDUM
TO PURCHASER'S CLOSING STATEMENT
GF NO. 02RL4021 SJ7

Seller: Heritage Inn Number XIII, Limited Partnership, a North Dakota partnership

Purchaser: Town of Addison

Property: 0.1934 acre tract, more or less, out of Edward Cook Survey, Abstract
No. 326, Town of Addison, Dallas County, Texas, together with a Temporary
Construction Easement

Closing: _____, January __, 2004

Town of Addison

By: Row Whitehead

Printed Name: Row Whitehead

Printed Title: CITY MANAGER

NOTE: PER CONTRACT, TAXES ARE NOT BEING PRO-RATED SINCE SELLER REMAINS
RESPONSIBLE FOR PAYING THE 2003 TAXES TO THE DATE OF CLOSING.

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

January 28, 2004

VIA FACSIMILE (972) 450-7065

Ms. Carolyn Burgette
Accounting Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

VIA FACSIMILE (972) 450-2837

Mr. Steve Chutchian
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Parcel 5 (Heritage Inn), Arapaho Extension of Road Project

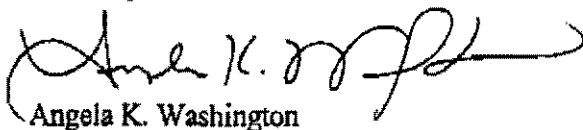
Dear Carolyn and Steve:

In connection with Parcel 5, Arapaho Road Project, enclosed are the following documents:

1. A copy of the executed Purchaser's Settlement Statement; and
2. A copy of the executed and approved Contract of Sale.

Wiring instructions are also enclosed. Once the money has been forwarded to Republic Title, it will forward the purchase price to the Seller. Please let me know if you need anything further. Thank you for your assistance.

Sincerely,



Angela K. Washington

AKW/yjr
Attachments

c w/o Attachments: Mr. Mike Murphy *Via Facsimile (972) 450-2837*
Mr. Kenneth C. Dippel, w/firm

DALLAS TYLER

Document #: 1099712

901 MAIN STREET SUITE 4000 DALLAS, TEXAS 75202-3793
TEL 214.672.2000 FAX 214.672.2020
WWW.COWLESTHOMPSON.COM

CONTRACT OF SALE

This Contract of Sale (this "Contract") is made and entered into by and between Heritage Inn Number XIII, Limited Partnership (the "Seller") and the Town of Addison, Texas (herein sometimes referred to as the "Buyer").

WITNESSETH:

WHEREAS, Seller is the sole owner of the real property located in the Town of Addison and described in Exhibit A attached hereto and incorporated herein (the **Entire Tract**); and

WHEREAS, the Town of Addison intends to construct an extension of Arapaho Road through the Town (the **Arapaho Road Phase III Extension**), part of which will be located upon and across a portion of the Entire Tract (which portion is described in Exhibit B attached hereto and incorporated herein (and referred to herein as the **Property**)); and

WHEREAS, during and in connection with the construction of the part of the Arapaho Road Phase III Extension which will be located upon and across the Property, the Town will need to use another portion of the Entire Tract (the **Easement Area**, described in Exhibit C attached hereto and incorporated herein) for temporary construction purposes (the **Temporary Construction Easement**); and

WHEREAS, Buyer desires to acquire the Property for street right-of-way and other public purposes and to acquire the Temporary Construction Easement in connection with the construction of the Arapaho Road Phase III Extension, and Seller desires to sell and convey the Property and the Temporary Construction Easement to Buyer; and

WHEREAS, Seller and Buyer desire to enter into this Contract setting forth the terms and conditions of such sale;

NOW, THEREFORE, Seller and Buyer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I **Defined Terms**

1.1 **Definitions**. As used herein, the following terms shall have the meanings indicated:

"Closing" means the consummation of the purchase of the Property by Buyer from Seller in accordance with Article VII.

"Closing Date" means the date specified in Section 7.1 on which the Closing is to be held.

"Deed" means the Warranty Deed to be executed by Seller in favor of Buyer, the form of which is attached hereto as Exhibit D and incorporated herein.

“**Easement Area**” means the real property described in Exhibit C attached hereto and incorporated herein.

“**Effective Date**” means the date on which Buyer and Seller have both fully executed this Contract.

“**Entire Tract**” means the real property described in Exhibit A attached hereto and incorporated herein.

“**Permitted Exceptions**” means, with respect to the Property, all validly existing and presently recorded public utility easements and building set back lines.

“**Property**” means that certain tract of land described in Exhibit B, attached hereto and incorporated herein, together with any building or other structure or improvements, including, without limitation, fixtures, presently situated thereon, and together with all privileges, easements, and other rights appurtenant thereto.

“**Purchase Price**” means the total consideration to be paid by Buyer to Seller for the purchase of the Property as set forth in Section 3.1.

“**Remainder Tract**” means the Entire Tract save and except the Property.

“**Temporary Construction Easement**” means the Temporary Construction Easement on, across, in, over, under, and through the Easement Area as described in, and in the form attached hereto as, Exhibit E.

“**Title Company**” means Republic Title of Texas, Inc., 2626 Howell Street, 10th Floor, Dallas, Texas 75204.

1.2 Other Defined Terms. Certain other defined terms shall have the respective meanings assigned to them elsewhere in this Contract.

ARTICLE II

Agreement of Purchase and Sale

2.1 Agreement. On the terms and conditions stated in this Contract, Seller hereby agrees to sell and convey the Property and the Temporary Construction Easement to Buyer, and Buyer, in consideration of the performance of the agreements of Seller contained in this Contract and in reliance on the representations and warranties of Seller contained in this Contract, hereby agrees to purchase the Property and the Temporary Construction Easement from Seller.

ARTICLE III

Purchase Price

3.1 Purchase Price. The Purchase Price to be paid by Buyer to Seller is \$58,975.00 for the Property and \$1,893.65 for the Temporary Construction Easement, for a total Purchase Price of \$60,868.65. The Purchase Price is payable by Buyer in cash at Closing.

ARTICLE IV
Representations, Warranties and Covenants

4.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Seller has the full right, power, and authority to sell and convey the Property and the Temporary Construction Easement as provided in this Contract and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations hereunder has been, or by the Closing will have been, taken.

(b) Seller has not received notice from any governmental authority that there are, to the best of Seller's information, knowledge, and belief, there does not exist, and Seller has not used or deposited (and to the best of Seller's knowledge no prior owner or current or prior tenant has used or deposited), any Hazardous Substances, as hereinafter defined, at, on, or under the Property or the Easement Area in violation of the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the Clean Air Act, all so-called Federal, State and Local "Superfund" and "Superlien" statutes, and all other statutes, laws, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning any hazardous substances (collectively the "Hazardous Substance Laws"). For purposes of this Contract, the terms Hazardous Substances shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance Laws. Hazardous Substances shall also include Radon gas and asbestos.

(c) The Property and the Easement Area and all parts thereof are not now subject to any litigation, or other legal or administrative proceedings, and Seller has no knowledge of any facts that might result in any such litigation or proceedings. Seller has not received notice from any governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property or the Easement Area, or any part thereof, by reason of a violation of any federal, state, county or city statute, ordinance, code, rule or regulation or stating that any investigation is being commenced or is contemplated regarding any of the foregoing.

4.2 Buyer's Representations and Warranties. Buyer has the full right, power, and authority to buy the Property and to acquire the Temporary Construction Easement as provided in this Contract and to carry out Buyer's obligations hereunder.

ARTICLE V
Title

5.1 Title Policy. At the Closing, Seller, at Buyer's sole cost and expense, shall cause a standard Texas owner's policy of title insurance (the "Title Policy") to be furnished to Buyer. The Title Policy shall be issued by the Title Company in the amount of \$60,868.65, and insuring that the Buyer has indefeasible fee simple title to the Property. The Title Policy may contain

only the standard printed exceptions and the Permitted Exceptions (except as otherwise provided in Paragraph 7.2 and other provisions hereof).

ARTICLE VI
Conditions to Buyer's Obligations

6.1 Conditions to Buyer's Obligations. The obligations of Buyer hereunder to consummate the transaction contemplated hereby are subject to the satisfaction, as of the Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing):

(a) All representations and warranties of the Seller shall be true on and as of the Closing Date.

(b) The Property and the Easement Area, or any part thereof, shall not have been and shall not be threatened to be affected in any way as a result of litigation, any action by the United States or any other governmental authority, flood or act of God.

ARTICLE VII
Closing

7.1 Date and Place of Closing. The Closing shall take place in the offices of the Title Company. The Closing Date shall be thirty (30) days after the Effective Date. The Closing Date may be extended or accelerated by the mutual agreement of the parties.

7.2 Items to be Delivered at the Closing.

(a) **Seller.** At the Closing, Seller shall deliver or cause to be delivered to Buyer the following items:

(i) The Deed, duly executed and acknowledged by Seller, subject only to the Permitted Exceptions;

(ii) The Temporary Construction Easement, duly executed and acknowledged by Seller;

(iii) An affidavit, in a form reasonably acceptable to Buyer, in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder, stating under penalty of perjury the Seller's United States identification number and that Seller is not a non-resident alien; provided, however, that if Seller fails to deliver this affidavit, Buyer shall be entitled to withhold from the Purchase Price and pay to the Internal Revenue Service the amounts required by Section 1445, and applicable regulations promulgated thereunder;

(iv) The Title Policy;

(v) Sufficient evidence that Seller has authority to sell the Property and to convey the Temporary Construction Easement and to execute all closing documents on behalf of Seller; and

(vi) Such other documents as the Title Company may request in order to close this Contract and issue the Title Policy (including, without limitation, such affidavits as the Title Company may reasonably request in order that the Title Policy will not contain exceptions for parties in possession or tenants in possession under unrecorded leases, or to the extent necessary to determine that the Seller is not the same individual as may be identified in any abstracts of judgment, bankruptcy filings, that there are no unpaid debts for work that has been done or materials furnished in connection with the Property or the Easement Area and that there are no unrecorded mechanic's or materialmen's liens upon the Property or the Easement Area, etc.).

(b) **Buyer.** At the Closing, Buyer shall deliver to Seller:

(i) The Purchase Price; and

(ii) Such other documents as the Title Company may request in order to close this Contract and issue the Title Policy.

7.3 Property Taxes. Seller shall assume the obligation to pay property taxes and assessments for the current year 2003 through the date of closing.

7.4 Possession. At Closing, Seller shall deliver possession of the Property to Buyer. Possession of the Easement Area by the Town of Addison shall be as set forth and in accordance with the Temporary Construction Easement.

7.5 Costs of Closing. Buyer shall pay all recording fees attributable to the transfer of title to the Property and the conveyance of the Temporary Construction Easement and all of the closing or escrow fees of the Title Company. Each party shall pay its own attorneys' fees and expenses.

ARTICLE VIII **Post-Closing Obligations**

8.1 Access. Buyer and Seller hereby agree that Seller shall have a single point of ingress and egress between the Remainder Tract and the completed Arapaho Road Phase III Extension (the Access) which shall be located at or about that location shown on the preliminary drawing of the associated improvements attached hereto as Exhibit F. Buyer shall provide all necessary engineering and construction improvements in connection with the access curb cut and the associated improvements; provided, however, that matters related to the Access, including, without limitation, the location of the Access and its dimension, may be adjusted, modified, or reconfigured in the sole discretion of the Town of Addison after notice to Seller. This provision shall not be interpreted to limit the authority of the Town with respect to the design or use of its streets.

ARTICLE IX
Defaults and Remedies

9.1 Seller's Defaults; Buyer's Remedies. In the event that Seller should fail to consummate the transaction contemplated herein for any reason, except Buyer's default, Buyer, as its sole and exclusive remedy, may either: (i) terminate this Contract by written notice delivered to Seller on or before the Closing Date, or (ii) enforce specific performance of this Contract against Seller requiring Seller to convey the Property and the Temporary Construction Easement to Buyer. Buyer shall also be entitled to pursue condemnation of the Property and the Temporary Construction Easement.

9.2 Buyer's Default; Seller's Remedies. In the event that Buyer should fail to consummate the transaction contemplated herein for any reason, except default by Seller or the nonsatisfaction of any of the conditions to Buyer's obligations, set forth herein, Seller, as its sole and exclusive remedy, may terminate this Contract by written notice delivered to Buyer on or before the Closing Date.

ARTICLE X
Miscellaneous

10.1 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered, upon the earlier to occur of (a) actual receipt, and (b) upon the deposit of the original in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, addressed as follows:

Seller:

Mark Knutson
Tharaldson Companies
1201 Page Drive
Fargo, North Dakota 58103

Buyer:

The Town of Addison
P.O. Box 9010
5300 Belt Line Road
Addison, Texas 75001-9010
Attn: Carmen Moran

With a copy to:

Angela K. Washington
Cowles & Thompson, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202

10.2 Governing Law. This Contract is being executed and delivered, and is intended to be performed in the State of Texas and the laws of Texas govern the validity, construction, enforcement, and interpretation of this Contract.

10.3 Entirety and Amendments. This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property, the Temporary Construction Easement, and other matters set forth herein, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

10.4 Parties Bound. This Contract is binding upon and inures to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors, and assigns.

10.5 Further Acts. In addition to the acts and deeds recited in this Contract and contemplated to be performed, executed, and/or delivered by Seller to Buyer, Seller and Buyer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all further acts, deeds, and assurances as are reasonably necessary to consummate the transactions contemplated hereby.

10.6 Survival. Except as otherwise provided herein, all warranties, representations and agreements contained herein shall survive the Closing hereof.

10.7 Counterpart Execution. This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

10.8 Assignment. Buyer shall have no power or right to assign this Contract without the prior written consent of Seller.

10.9 Maintenance of the Property. Between the Effective Date and the Closing, Seller shall:

(a) Maintain the Property in good repair, reasonable wear and tear accepted, except that in the event of a fire or other casualty, damage or loss, Seller shall have no duty to repair said damage other than as provided in this Contract;

(b) Advise Buyer promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller has knowledge or notice;

(c) Immediately notify Buyer of any material injury or damage to the Property or any portion thereof;

(d) Not, without the prior written consent of the Buyer, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for the lien for ad valorem taxes on the property which are not delinquent) security interest, encumbrance or charge, or conditional sale or other title retention document, other than the Permitted Exceptions for matters that will be released or bonded around, at or prior to Closing, and should any of the foregoing become attached hereafter

in any manner to any part of the Property without the prior written consent of Buyer, Seller shall cause the same to be promptly discharged and released; and

(e) Not and shall use best efforts not to allow and permit the release of Hazardous Materials of any kind in, under, or above the improvements or into or onto the surface water, ground water, soil or subsurface of the Property.

Executed: June 10th, 2003 **SELLER:**

Heritage Inn Number XIII, Limited Partnership

By: Midwest Heritage Inn, Inc., its General Partner

By: Gary Tharaldson
Gary Tharaldson, President

Executed: June 12, 2003 **BUYER:**

Town of Addison, Texas

By: R-Whitehead
Ron Whitehead, City Manager

EXHIBIT A**PROPERTY DESCRIPTION**

BEING a tract of land situated in the Edward Cook Survey, Abstract No. 326, Dallas County, Texas, said tract being a part of the Addison Restaurant Park, an Addition in the City of Addison, Texas as recorded in Volume 88066, Page 4219, Map Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the Northeast corner of Addison Oaks Addition, Lot 3, an Addition in the City of Addison as recorded in Volume 90012, Page 3378, Map Records, Dallas County, Texas, said iron rod also being situated in the West line of Lot 1, Block 1, of Bellwood Reservoir Addition, an addition in the City of Addison as recorded in Volume 90012, Page 3386, Map Records, Dallas County, Texas, said iron rod further being N 00° 43' 00" E, a distance of 400.14 feet from the North line of Bellline Road (a 100' ROW);

THENCE: N 00° 43' E, a distance of 70.85 feet to a 1/2" iron rod set for corners and being the TRUE PLACE OF BEGINNING;

THENCE: N 89° 51' 01" W, a distance of 397.64 to a 1/2" iron rod set in the East line of Lot 1, Addison Oaks Addition, an addition in the City of Addison, as recorded in Volume 89166, Page 1974, Map Records, Dallas County, Texas;

THENCE: N 00° 08' 59" E, a distance of 21.50 feet along the East line of Lot 1, Addison Oaks Addition to a 1/2" iron rod found at the Northeast corner of said Lot 1, Addison Oaks Addition;

THENCE: N 89° 51' 01" W, along the North line of Lot 1, Addison Oaks Addition 300.00 feet to a 1/2" iron rod found in the East line of Roadway Inn Addition, an addition in the City of Addison, as recorded in Volume 81052, Page 775, Map Records, Dallas County, Texas;

THENCE: N 00° 08' 59" W, along the East line of the Roadway Inn Addition, a distance of 221.05 feet to the Northeast Corner of said Addition, also being in the South ROW line of Arapaho Road (a 60' ROW);

THENCE: N 86° 21' 00" E, a distance of 526.99 along the South ROW line of Arapaho Road to a 1/2" iron rod set for angle;

THENCE: N 80° 53' 00" E, along the South line of Arapaho Road, a distance of 177.16 feet to a 5/8" iron rod found for corners in the West line of Bellwood Reservoir Addition;

THENCE: S 00° 43' 00" W, along the West line of said Bellwood Reservoir Addition, a distance of 306.16 feet to the PLACE OF BEGINNING and Containing 4.1525 acres of land

97018 00075

EXHIBIT B

Parcel 5
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.1934 acre (8,425 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", a addition to the Town of Addison as evidenced by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.1934 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod found for the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication;

THENCE, SOUTH 80°11'36" WEST (called North 80°53'00" East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road for the POINT OF BEGINNING of the herein described tract;

EXHIBIT B

PARCEL 5 - ARAPAHO ROAD PROJECT

THENCE, SOUTHWESTERLY, departing said line and along the proposed South right of way line of Arapaho Road and the arc of a non-tangent curve to the right having a radius of 1,177.92 feet, a central angle of 18°35'31", a chord bearing South 80°43'26" West for 380.55 feet, passing at an arc distance of 290.95 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 382.22 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH 89°58'49 WEST, continuing along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to a 5/8 inch iron rod set in the South line of said 24 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said line and along the South line of said 24 foot wide right of way dedication, passing at a distance of 355.11 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total distance of 493.84 feet to an angle point;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), continuing along said line, a distance of 148.35 feet to the POINT OF BEGINNING;

CONTAINING an area of 0.1934 acres or 8,425 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu - 2-28-03
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

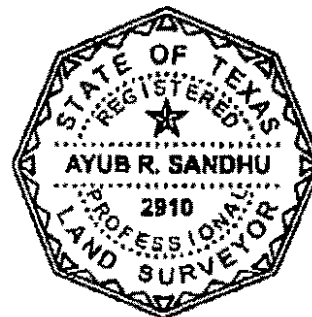
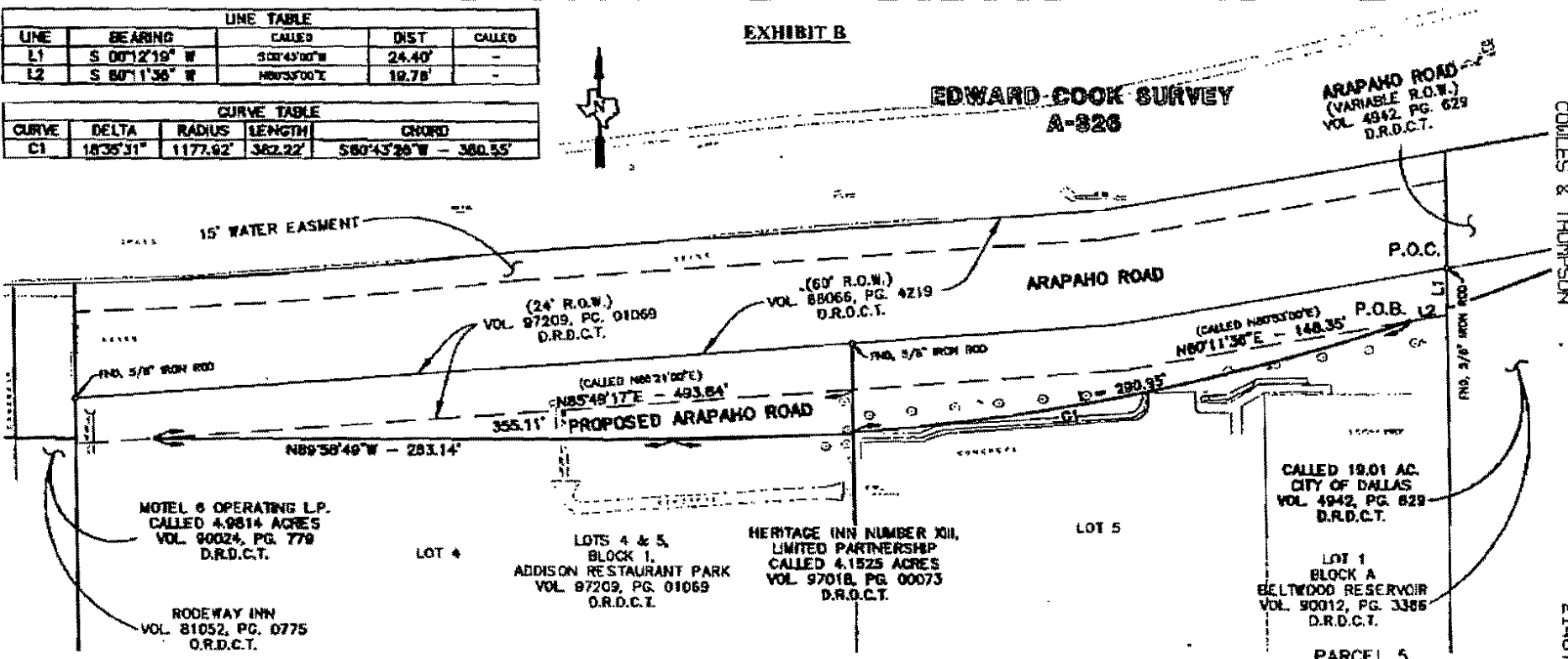


EXHIBIT B

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'19" W	300'43"00"E	24.40'	-
L2	S 80°11'38" W	N00°5'00"E	12.78'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	143°5'31"	1177.92'	362.22'	S80°43'28"W - 360.55'



NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

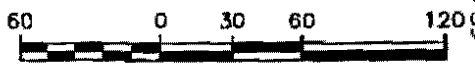
ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



Ayub B. Sainani
2-28-03



GRAPHIC SCALE
1 INCH = 60 FT.

EXHIBIT C

Parcel 5-TE
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0790 acre (3,443 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", a addition to the Town of Addison as evidenced by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.0790 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication for the **POINT OF BEGINNING** of the herein described tract;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), continuing along said common line, a distance of 1.94 feet to the beginning of a non tangent curve to the right;

EXHIBIT C

PARCEL 5-TE - ARAPAHO ROAD PROJECT

THENCE, SOUTHWESTERLY, departing said common line and along said curve to the right having a 1,182.92 feet, a central angle of 19°30'28", a chord bearing South 80°15'57" West for 400.81 feet, passing at an arc distance of 311.44 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 402.75 feet to the point of tangency of said curve;

THENCE, NORTH 89°58'49 WEST, a distance of 305.05 feet to a point in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. as evidenced by the deed recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00°24'10" WEST (called North 00°08'59" West), along said common line, a distance of 1.92 feet to the Southwest corner of said 24 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 42.04 feet to a point in the proposed South right of way line of Arapaho Road;

THENCE, SOUTH 89°58'49 EAST, departing said line and along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to the point of curvature of a tangent curve to the left;

THENCE, NORTHEASTERLY, continuing along said proposed South right of way line of Arapaho Road and the arc of said curve to the left having a radius of 1,177.92 feet, a central angle of 18°35'31", a chord bearing North 80°43'26" East for 380.55 feet, passing at an arc distance of 91.27 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total arc distance of 382.22 feet to a point in the South line of said 24 foot wide right of way dedication;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), departing said proposed right of way line and along the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to the POINT OF BEGINNING;

EXHIBIT C

PARCEL 5-TE - ARAPAHO ROAD PROJECT

CONTAINING an area of 0.0790 acres or 3,443 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 2-28-03
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

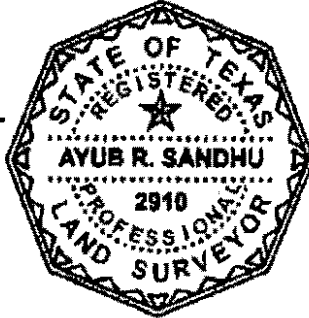
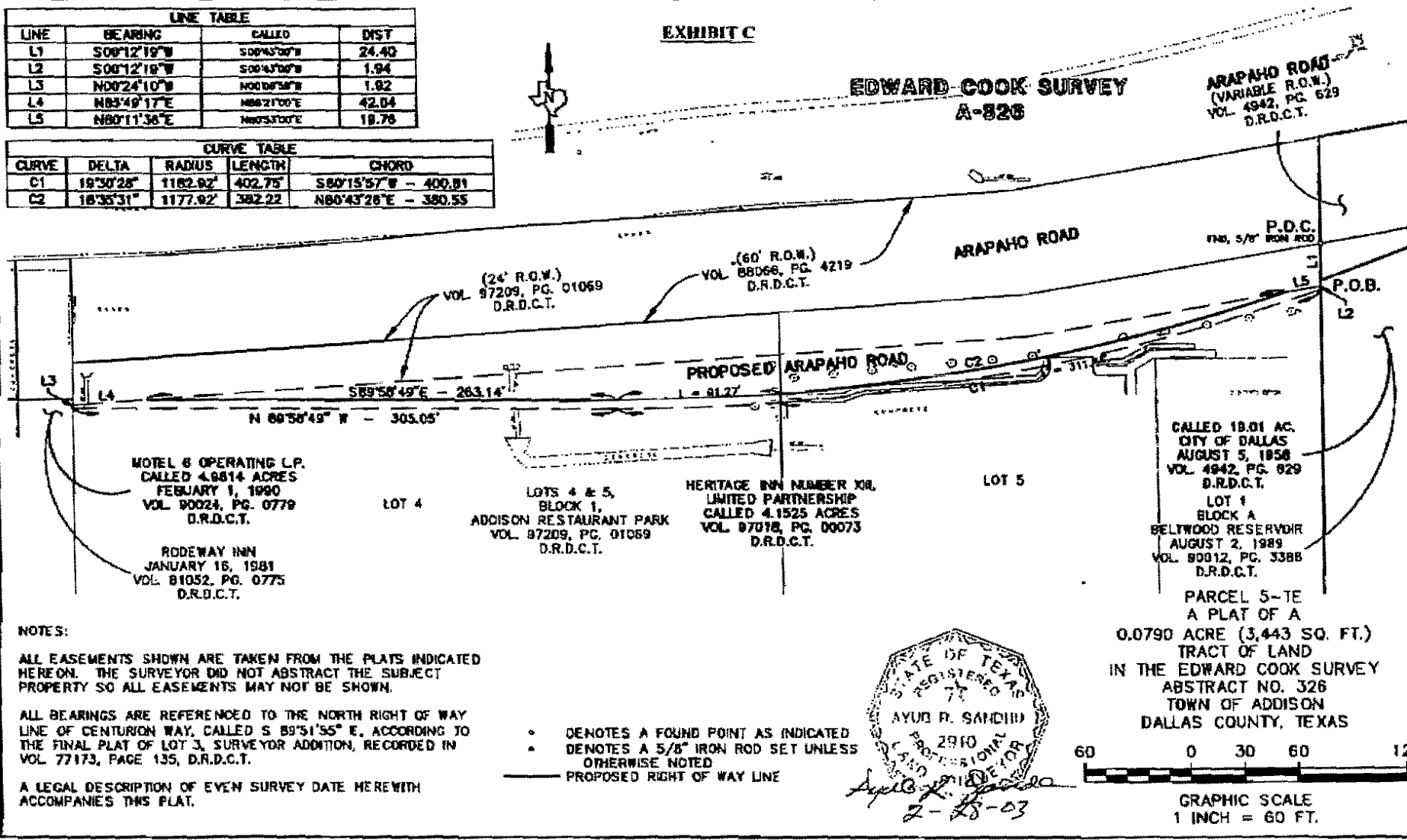


EXHIBIT C

LINE TABLE			
LINE	BEARING	CALLED	DIST
L1	S09°12'19"W	SDB43°00"W	24.40
L2	S00°12'19"W	SDB43°00"W	1.94
L3	N00°24'10"W	N00°05'50"W	1.92
L4	N83°49'17"E	N86°21'00"E	42.04
L5	N80°11'36"E	N86°53'00"E	19.78

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	18°30'28"	1182.92'	402.75'	S89°15'57"W - 400.81
C2	18°35'31"	1177.92'	382.22'	N80°43'28"E - 380.55



NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°31'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVERY SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE

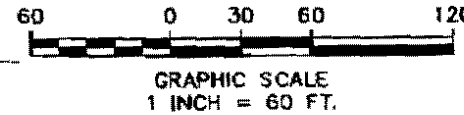


EXHIBIT D

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

After Recording Return To:
Angela K. Washington
Cowles & Thompson, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202

RIGHT-OF-WAY DEED

DATE: _____, 2003

GRANTOR: HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP
 1201 Page Drive
 Fargo, ND 58103

GRANTEE: TOWN OF ADDISON, TEXAS
 5300 Belt Line Road
 Addison, TX 75001
 (Dallas County, Texas)

CONSIDERATION:

Fifty Eight Thousand Nine Hundred Seventy Five DOLLARS AND No/100 (\$58,975.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A tract of land, herein referred to as Parcel 5, containing approximately 8,425 square feet of land, and more particularly described in Exhibit A (Parcel 5 Field Note Description), and depicted on Exhibit B (Parcel 5 Survey Depiction), which are attached hereto and incorporated herein by reference.

CONVEYANCE:

For the consideration described above, Grantor hereby grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

MISCELLANEOUS:

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

EXHIBIT D

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the day first written above.

Heritage Inn Number XIII, Limited Partnership

By: Midwest Heritage Inn, Inc., its General Partner

By: Gary Tharaldson
Gary Tharaldson, President

STATE OF NORTH DAKOTA

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COUNTY OF CASS

Before Me, the undersigned notary public in and for said county and state, on this 10th day of June, 2003, personally appeared Gary Tharaldson, President of Midwest Heritage Inn, Inc., known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

Lori Kasowski
Notary Public, State of North Dakota
Print Name: Lori Kasowski

My Commission Expires:

Nov. 21, 2006

[SEAL]

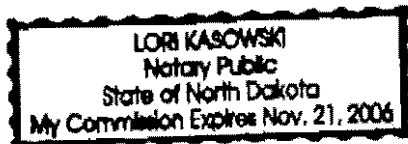


EXHIBIT E

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

THAT HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP, a North Dakota Partnership, hereinafter called **GRANTOR**, for and in consideration of the sum of One Thousand Eight Hundred Ninety Three DOLLARS AND 65/100 (\$1,893.65) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, sell and convey to the Town of Addison, hereinafter called **GRANTEE** of the County of Dallas and State of Texas, a temporary easement and right of passage in, on, over, across, along, under and through a portion (the "Easement Area") of **GRANTOR'S** property, which easement and right of passage is shown and depicted on Exhibit B, attached to and incorporated herein, for the purpose of constructing a roadway to be known as Arapaho Road. The Easement Area is described as follows:

See attached Exhibit A (Field Note Description for Parcel 5-TE), which is made a part of this easement as if fully copied herein.

This temporary construction easement shall only be used by **GRANTEE** and its contractors in connection with the construction of a public right-of-way adjacent to the Easement Area. **GRANTEE** shall restore the Easement Area to the condition that existed before the construction of the roadway.

This temporary easement shall terminate 24 months from the date of the Notice to Proceed with construction under the construction contract for the roadway adjacent to the Easement Area, or upon completion of the construction of the portion of the roadway adjacent to the Easement Area, whichever is earlier.

TO HAVE AND TO HOLD unto the Town of Addison, Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement and Easement Area described above. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and defend all and singular the Easement Area to Grantee for the duration and purposes set out herein against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 10th day of June, 2003.

GRANTOR
Heritage Inn Number XIII, Limited Partnership
By: Midwest Heritage Inn, Inc., its General Partner

By: [Signature]
Print Name: Garry Tharaldson
Print Title: PRESIDENT

EXHIBIT E

STATE OF North Dakota §
COUNTY OF Cass §

10th BEFORE ME, the undersigned notary public in and for said county and state, on this day of June, 2003, personally appeared Gary Charalson, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

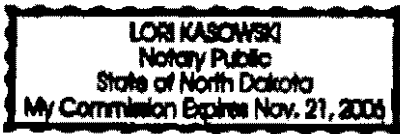
GIVEN UNDER my hand and seal of office the day and year last above written.

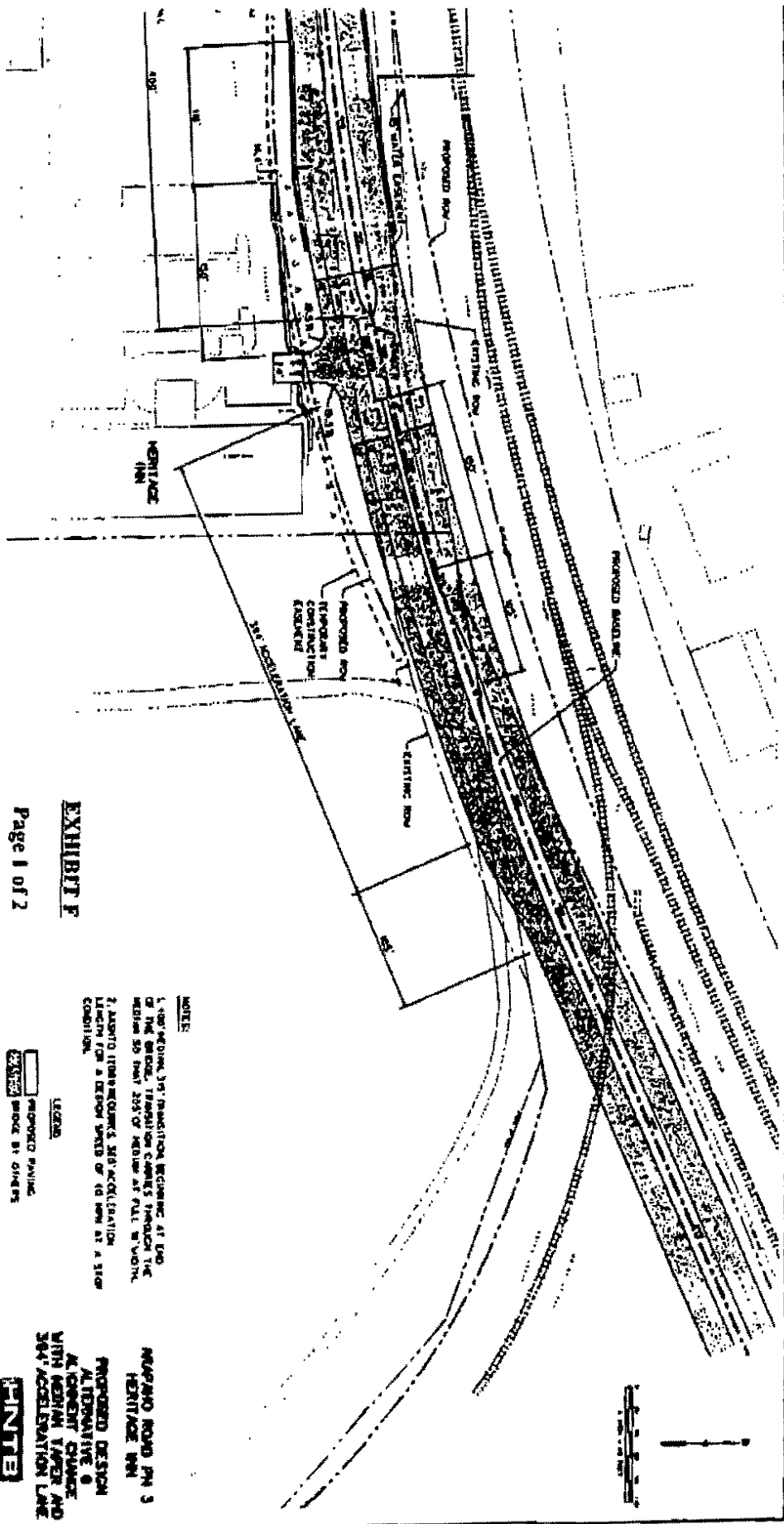
Lori Kasowski
Notary Public, State of North Dakota
Print Name: Lori Kasowski

MY COMMISSION EXPIRES:

Nov. 21, 2006

[SEAL]





Page 1 of 2

EXHIBIT F

NOTES:

- 1. 100' W/DRIVE, 317' TRANSITION BEGINNING AT END OF THE BRIDGE, TRANSITION CURVES TO MATCH THE WIDTH AS THEY 200' W/ DRIVE AT FULL W/DRIVE.
- 2. ADJUSTED TRANSITION CURVES, 300' ACCELERATION LENGTH FOR A DESIGN SPEED OF 40 MPH AT A 5% CHORD.

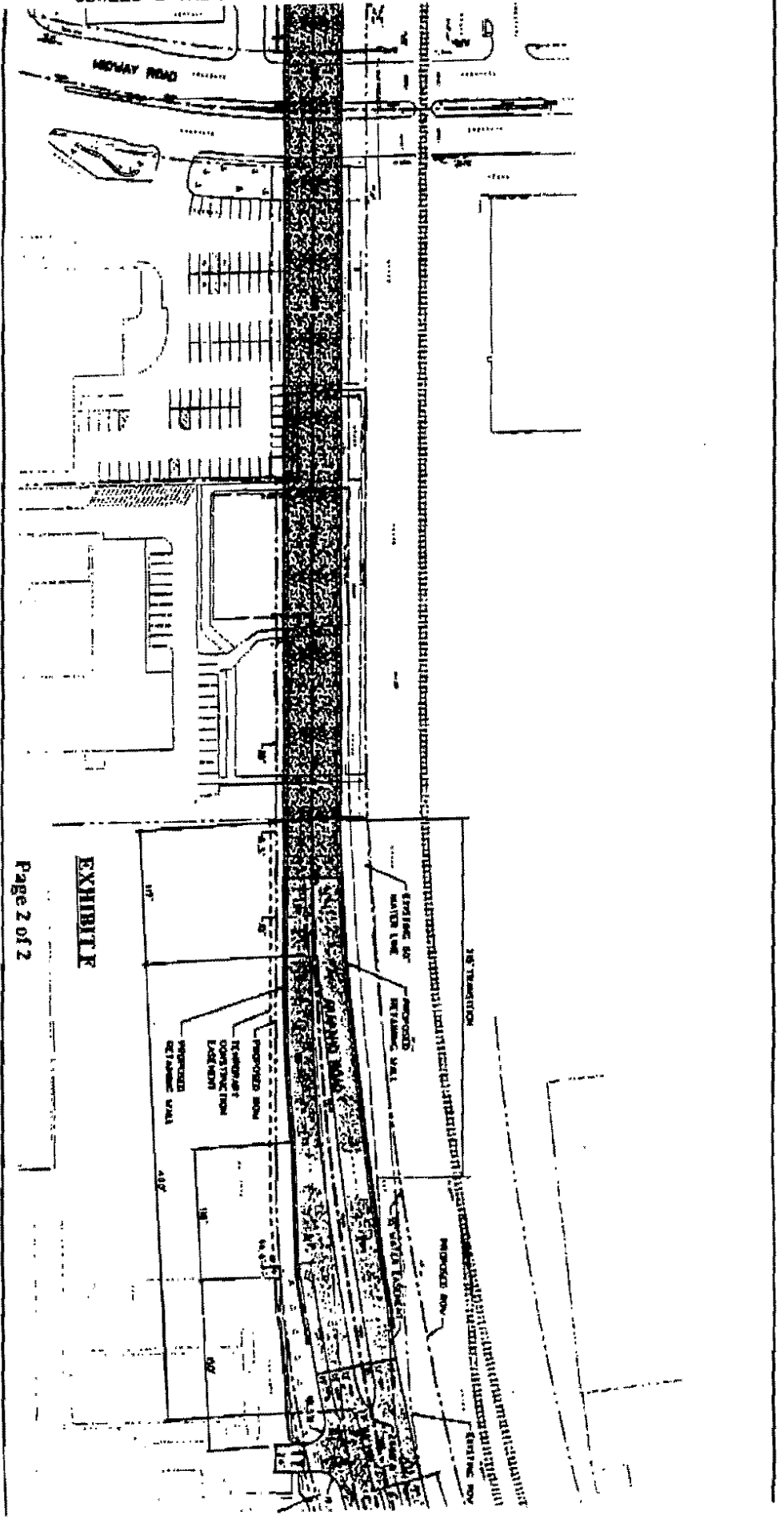
LEGEND

- PROPOSED PAVING
- PROPOSED BRIDGE BI-DIRECTION

MORGAN ROAD PH 3 HERITAGE INN

PROPOSED DESIGN ALTERNATIVE 8 WITH ADJUSTED TAPER AND 300' ACCELERATION LENGTH





Page 2 of 2

EXHIBIT E

After Recording Return To:

**Angela K. Washington
Cowles & Thompson, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202**

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

RIGHT-OF-WAY DEED

DATE: _____, 2003

GRANTOR: HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP
1201 Page Drive
Fargo, ND 58103

GRANTEE: TOWN OF ADDISON, TEXAS
5300 Belt Line Road
Addison, TX 75001
(Dallas County, Texas)

CONSIDERATION:

Fifty Eight Thousand Nine Hundred Seventy Five DOLLARS AND No/100 (\$58,975.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A tract of land, herein referred to as Parcel 5, containing approximately 8,425 square feet of land, and more particularly described in Exhibit A (Parcel 5 Field Note Description), and depicted on Exhibit B (Parcel 5 Survey Depiction), which are attached hereto and incorporated herein by reference.

CONVEYANCE:

For the consideration described above, Grantor hereby grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

MISCELLANEOUS:

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-or-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the day first written above.

Heritage Inn Number XIII, Limited Partnership

By: Midwest Heritage Inn, Inc., its General Partner

By: *Gary Tharaldson*
Gary Tharaldson, President

STATE OF NORTH DAKOTA

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COUNTY OF CASS

Before Me, the undersigned notary public in and for said county and state, on this 10th day of June, 2003, personally appeared Gary Tharaldson, President of Midwest Heritage Inn, Inc., known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

Lori Kasowski
Notary Public, State of North Dakota
Print Name: Lori Kasowski

My Commission Expires:

Nov 21, 2006

[SEAL]

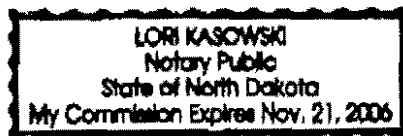


EXHIBIT A

Parcel 5
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.1934 acre (8,425 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", a addition to the Town of Addison as evidenced by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.1934 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod found for the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication;

THENCE, SOUTH 80°11'36" WEST (called North 80°53'00" East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road for the POINT OF BEGINNING of the herein described tract;

PARCEL 5 - ARAPAHO ROAD PROJECT

THENCE, SOUTHWESTERLY, departing said line and along the proposed South right of way line of Arapaho Road and the arc of a non-tangent curve to the right having a radius of 1,177.92 feet, a central angle of 18°35'31", a chord bearing South 80°43'26" West for 380.55 feet, passing at an arc distance of 290.95 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 382.22 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH 89°58'49 WEST, continuing along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to a 5/8 inch iron rod set in the South line of said 24 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said line and along the South line of said 24 foot wide right of way dedication, passing at a distance of 355.11 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total distance of 493.84 feet to an angle point;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), continuing along said line, a distance of 148.35 feet to the POINT OF BEGINNING;

CONTAINING an area of 0.1934 acres or 8,425 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 2-28-03
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

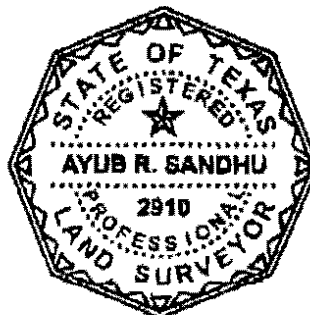
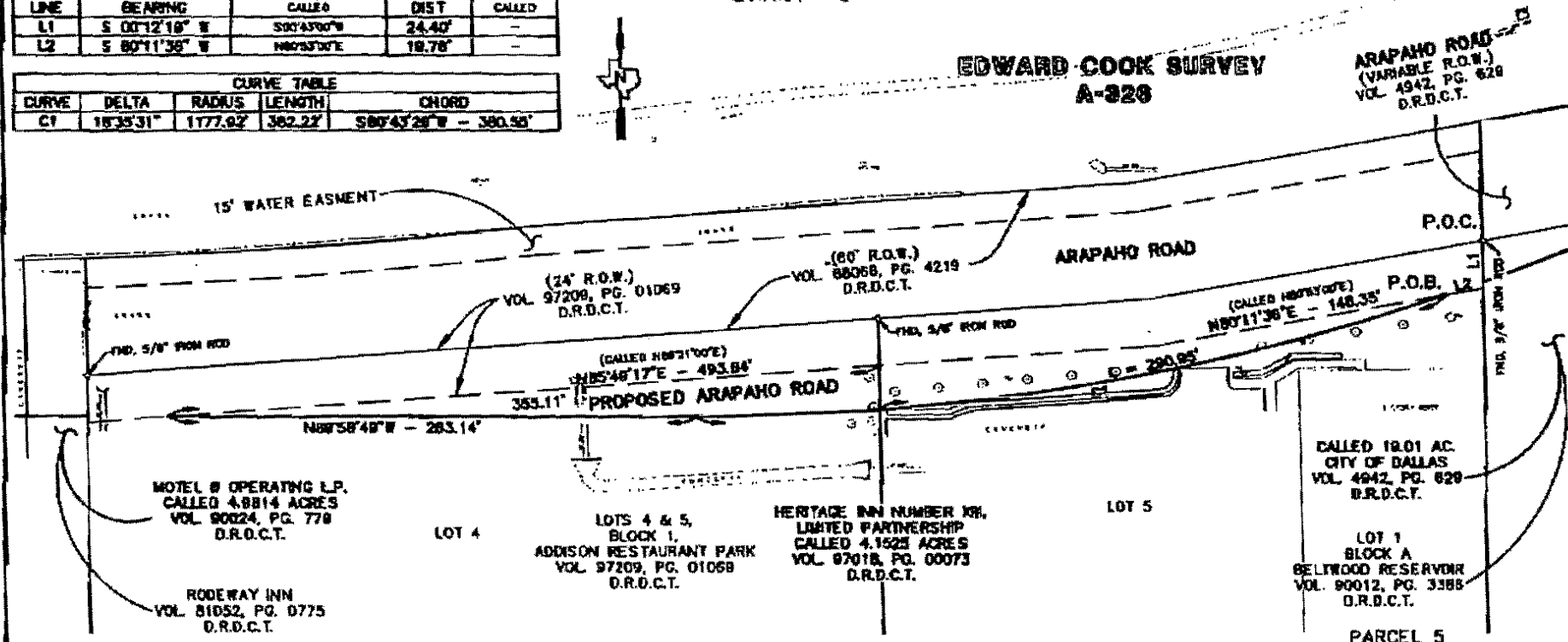


EXHIBIT "B"

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'18" W	S00°12'18" W	24.40'	-
L2	S 80°11'39" W	N80°11'39" E	18.78'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	18°35'31"	1777.92	362.22'	S80°43'28" W - 380.58'



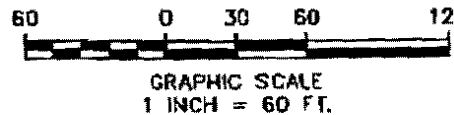
NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'35" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

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§
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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

THAT HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP, a North Dakota Partnership, hereinafter called GRANTOR, for and in consideration of the sum of One Thousand Eight Hundred Ninety Three DOLLARS AND 65/100 (\$1,893.65) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and State of Texas, a temporary easement and right of passage in, on, over, across, along, under and through a portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is shown and depicted on Exhibit B, attached to and incorporated herein, for the purpose of constructing a roadway to be known as Arapaho Road. The Easement Area is described as follows:

See attached Exhibit A (Field Note Description for Parcel 5-TE), which is made a part of this easement as if fully copied herein.

This temporary construction easement shall only be used by GRANTEE and its contractors in connection with the construction of a public right-of-way adjacent to the Easement Area. GRANTEE shall restore the Easement Area to the condition that existed before the construction of the roadway.

This temporary easement shall terminate 24 months from the date of the Notice to Proceed with construction under the construction contract for the roadway adjacent to the Easement Area, or upon completion of the construction of the portion of the roadway adjacent to the Easement Area, whichever is earlier.

TO HAVE AND TO HOLD unto the Town of Addison, Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement and Easement Area described above. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and defend all and singular the Easement Area to Grantee for the duration and purposes set out herein against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 10th day of June, 2003.

GRANTOR
Heritage Inn Number XIII, Limited Partnership
By: Midwest Heritage Inn, Inc., its General Partner
By: Gary Haraldson
Print Name: Gary Haraldson
Print Title: J. President

STATE OF North Dakota §
COUNTY OF Cass §

10th BEFORE ME, the undersigned notary public in and for said county and state, on this day of June, 2003, personally appeared Gary Tharaldson, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Lori Kasowski
Notary Public, State of North Dakota
Print Name: LORI KASOWSKI

MY COMMISSION EXPIRES:

Nov 21, 2006

[SEAL]

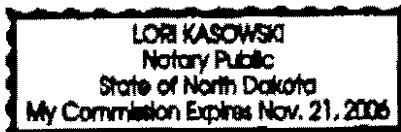


EXHIBIT A

Parcel 5-TE
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0790 acre (3,443 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", a addition to the Town of Addison as evidenced by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.0790 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication for the POINT OF BEGINNING of the herein described tract;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), continuing along said common line, a distance of 1.94 feet to the beginning of a non tangent curve to the right;

EXHIBIT A

PARCEL 5-TE - ARAPAHO ROAD PROJECT

THENCE, SOUTHWESTERLY, departing said common line and along said curve to the right having a 1,182.92 feet, a central angle of 19°30'28", a chord bearing South 80°15'57" West for 400.81 feet, passing at an arc distance of 311.44 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 402.75 feet to the point of tangency of said curve;

THENCE, NORTH 89°58'49 WEST, a distance of 305.05 feet to a point in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. as evidenced by the deed recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00°24'10" WEST (called North 00°08'59" West), along said common line, a distance of 1.92 feet to the Southwest corner of said 24 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 42.04 feet to a point in the proposed South right of way line of Arapaho Road;

THENCE, SOUTH 89°58'49 EAST, departing said line and along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to the point of curvature of a tangent curve to the left;

THENCE, NORTHEASTERLY, continuing along said proposed South right of way line of Arapaho Road and the arc of said curve to the left having a radius of 1,177.92 feet, a central angle of 18°35'31", a chord bearing North 80°43'26" East for 380.55 feet, passing at an arc distance of 91.27 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total arc distance of 382.22 feet to a point in the South line of said 24 foot wide right of way dedication;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), departing said proposed right of way line and along the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to the POINT OF BEGINNING;

EXHIBIT A

PARCEL 5-TE - ARAPAHO ROAD PROJECT

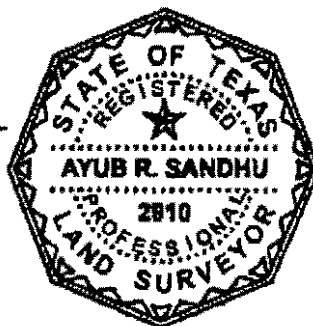
CONTAINING an area of 0.0790 acres or 3,443 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 2-28-03
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910





G. F. NO. 02R/4033/SJ6

POLICY NO. _____

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner Policy)

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

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

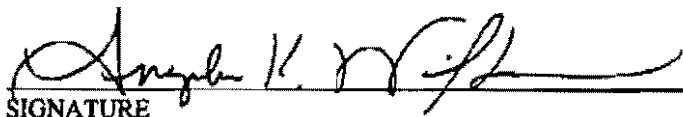
The Arbitration provision in the Policy is as follows:

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

The Law of the situs of the land shall apply to any arbitration under the Title Insurance Arbitration Rules.

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

I request deletion of the Arbitration provision.


SIGNATURE

6-13-03
DATE

2626 Howell Street
10th Floor
Dallas, Texas 75204
(214) 855-8894
(214) 855-8840

WIRING INSTRUCTIONS

BANK OF AMERICA-DALLAS, TEXAS

ABA # 111 0000 25

TO CREDIT REPUBLIC TITLE OF TEXAS, INC.

ESCROW ACCOUNT - UPTOWN

ACCOUNT # 1290238030

**CV# 02R14033 SJ7

UPON RECEIPT NOTIFY: Patricia or Heather AT (214) 855-8888

**THIS INFORMATION IS IMPORTANT FOR PROPER CREDIT TO OUR BRANCH OFFICE
PLEASE INCLUDE IN THE WIRE INFORMATION

REPUBLIC TITLE OF TEXAS, INC.

NATIONAL DIVISION AGENT FOR *First American Title Insurance Company*

TITLE INSURANCE AGENT FOR: *Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, First American Title Insurance Company, Lawyers Title Insurance Corporation, Old Republic National Title Insurance Company, and Texas Title Insurance Company of California*

Release of Lien (PARTIAL)
GF No. 02R14033/SJ7

Return to
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas TX 75204
4423237 Attn: Patricia A. Sherman Bruce
02/04/04

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:
2746751

COUNTY OF TEXAS

WHEREAS, on the 25th day of April, 1997, HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP (hereinafter called "Maker," whether one or more, masculine, feminine or neuter) did execute, acknowledge and deliver to ROBERT STRONG, II, Trustee on behalf of REGIONS BANK successor by merger to LONGVIEW NATIONAL BANK (hereinafter called "Payee," whether one or more, masculine, feminine or neuter) a deed of trust recorded in Volume 97083, Page 2876, Deed of Trust Records of Dallas County, Texas. Said note was further secured by an UCC Financing Statement filed on 04/02/1997, and recorded in Volume 97083, Page 2935, Deed Records, Dallas County, Texas. Said note and lien was modified by instruments recorded in Volume 97179, Page 1619; in Volume 98032, Page 3240; and in Volume 99110, Page 8052, Deed Records, Dallas County, Texas. A Continuation of Financing Statement was filed on 12/26/2001, and recorded in Volume 2001249, Page 3840, Deed Records, Dallas County, Texas. All of the above-described instruments cover the following described real estate located in Dallas County, Texas:

Being two tracts of land, described as Parcel 5 and Parcel 5-TE, being situated in the Town of Addison, Dallas County, Texas and being more particularly described on Exhibit A attached hereto and made a part hereof for all property (the "Property");

to secure the prompt payment of one certain promissory note executed by the said Maker and payable to the order of said Payee in the original principal sum of \$3,250,000.00, as therein provided;

AND, WHEREAS, said note with accrued interest therein has been partially paid to the undersigned, the legal and equitable holder and owner of such note;

NOW, THEREFORE, the undersigned, in consideration of the premises and of the partial payment of said note, the receipt of which is hereby acknowledged, has this day, and does by these presents RELEASE, DISCHARGE AND QUITCLAIM unto the Maker, his, her or its successors, heirs or assigns, as the case may be, all the right, title, interest and estate in and to the Property, which the undersigned has or may be entitled to by virtue of said deed of trust and any contemporaneous vendor's lien, and does hereby declare the same fully released and discharged therefrom, and from any and all other liens and security interests securing said indebtedness held by the undersigned whatsoever.

It is expressly understood that this is a PARTIAL-RELEASE and releases the liens securing the payment of the above described indebtedness as to the herein described property only, and nothing herein shall be construed to waive, affect, release or impair the validity of the liens securing the payment of said indebtedness as to any other property set out and described in the above mentioned instrument.

EXECUTED this 12th day of January, 2004^{DD}

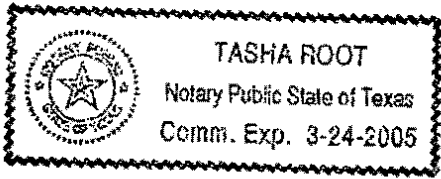
REGIONS BANK successor by merger to LONGVIEW NATIONAL BANK

By: [Signature]
Name: DAN DROEGE
Title: PRESIDENT

STATE OF Texas
COUNTY OF Craig

This instrument was acknowledged before me on 12th day of January, 2004^{JR}, by Mr Dan Droege (Name), President (Title) of REGIONS BANK successor by merger to Longview National Bank, an Alabama Corporation on behalf of said banking institution.

[NOTARIAL SEAL]



[Signature]
Notary Public, State of 3/24/05

BEING a description of a 0.1934 acre (8,425 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", an addition to the Town of Addison as evidence by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.1934 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod found for the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00 degrees 12 minutes 19 seconds WEST (called South 00 degrees 43 minutes 00 seconds West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication;

THENCE, SOUTH 80 degrees 11 minutes 36 seconds WEST (called North 80 degrees 53 minutes 00 seconds East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road for the POINT OF BEGINNING of the herein described tract;

THENCE, SOUTHWESTERLY, departing said line and along the proposed South right of way line of Arapaho Road and the arc of a non-tangent curve to the right having a radius of 1,177.92 feet, a central angle of 18 degrees 35 minutes 31 seconds, a chord bearing South 80 degrees 43 minutes 26 seconds West for 380.55 feet, passing at an arc distance of 290.95 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 382.22 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH 89 degrees 58 minutes 49 seconds WEST, continuing along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to a 5/8 inch iron rod set in the South line of said 24 foot wide right of way dedication;

THENCE, NORTH 85 degrees 49 minutes 17 seconds EAST (called North 86 degrees 21 minutes 00 seconds East), departing said line and along the South line of said 24 foot wide right of way dedication, passing at a distance of 355.11 feet the

common East line of said Lot 4 and West line of said Lot 5, continuing for a total distance of 493.84 feet to an angle point;

THENCE, NORTH 80 degrees 11 minutes 36 seconds EAST (called North 80 degrees 53 minutes 00 seconds East), continuing along said line, a distance of 148.35 feet to the POINT OF BEGINNING;

CONTAINING an area of 0.1934 acres or 8,425 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89 degrees 51 minutes 55 seconds E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

98160 220602

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

04 FEB -4 PM 2:36

Cynthia Joyce Colham



COUNTY CLERK
DALLAS CO., TEXAS

2004 FEB 4

2746752

STATE OF TEXAS §
§
COUNTY OF DALLAS §

After Recording Return To: Deed
~~Angela K. Washington~~
~~Conroy & Thompson, P.C.~~
~~981 Main Street, Suite 4000~~
~~Dallas, Texas 75204~~

Return to
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas TX 75204
Attn: Patricia A. Sherman Bruce

RIGHT-OF-WAY DEED

DATE: January 29, 2003

GRANTOR: HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP
1201 Page Drive
Fargo, ND 58103

GRANTEE: TOWN OF ADDISON, TEXAS
5300 Belt Line Road
Addison, TX 75001
(Dallas County, Texas)

CONSIDERATION:

Fifty Eight Thousand Nine Hundred Seventy Five DOLLARS AND No/100 (\$58,975.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A tract of land, herein referred to as Parcel 5, containing approximately 8,425 square feet of land, and more particularly described in Exhibit A (Parcel 5 Field Note Description), and depicted on Exhibit B (Parcel 5 Survey Depiction), which are attached hereto and incorporated herein by reference.

CONVEYANCE:

For the consideration described above, Grantor hereby grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantor's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

MISCELLANEOUS:

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

2003 02 09 137

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the day first written above.

Heritage Inn Number XIII, Limited Partnership

By: Midwest Heritage Inn, Inc., its General Partner

By: *Gary Tharaldson*
Gary Tharaldson, President

STATE OF NORTH DAKOTA §
§
COUNTY OF CASS §

Before Me, the undersigned notary public in and for said county and state, on this 10th day of JUNE, 2003, personally appeared Gary Tharaldson, President of Midwest Heritage Inn, Inc., known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

Lori Kasowski
Notary Public, State of North Dakota
Print Name: Lori Kasowski

My Commission Expires:

Nov 21, 2006

[SEAL]

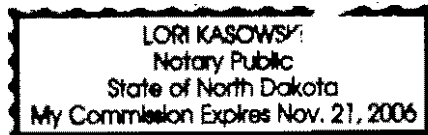


EXHIBIT A

Parcel 5
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.1934 acre (8,425 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", a addition to the Town of Addison as evidenced by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.1934 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod found for the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication;

THENCE, SOUTH 80°11'36" WEST (called North 80°53'00" East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road for the **POINT OF BEGINNING** of the herein described tract;

EXHIBIT A

PARCEL 5 - ARAPAHO ROAD PROJECT

THENCE, SOUTHWESTERLY, departing said line and along the proposed South right of way line of Arapaho Road and the arc of a non-tangent curve to the right having a radius of 1,177.92 feet, a central angle of 18°35'31", a chord bearing South 80°43'26" West for 380.55 feet, passing at an arc distance of 290.95 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 382.22 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH 89°58'49 WEST, continuing along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to a 5/8 inch iron rod set in the South line of said 24 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said line and along the South line of said 24 foot wide right of way dedication, passing at a distance of 355.11 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total distance of 493.84 feet to an angle point;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), continuing along said line, a distance of 148.35 feet to the POINT OF BEGINNING;

CONTAINING an area of 0.1934 acres or 8,425 square feet of land within the metes recited.

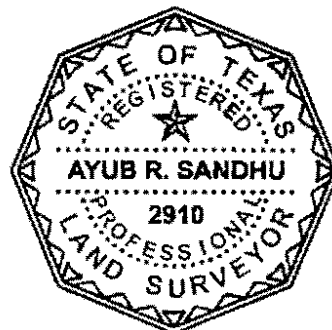
All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 2-28-03

Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



2010 22 09 14

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'18" W	S00°43'00"E	24.40'	-
L2	S 80°11'38" W	N80°53'00"E	1E.76'	-

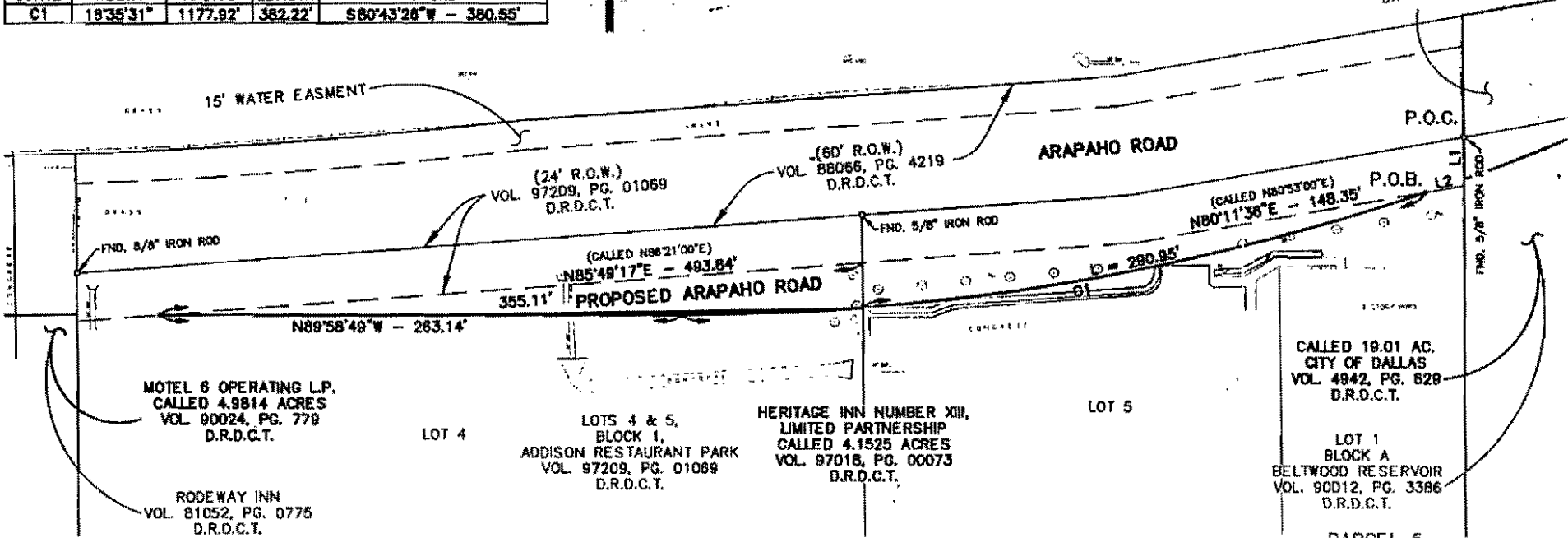
CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	18°35'31"	1177.92'	382.22'	S80°43'28"W - 380.55'

EXHIBIT "B"



EDWARD COOK SURVEY
A-826

ARAPAHO ROAD
(VARIABLE R.O.W.)
VOL. 4942, PG. 629
D.R.D.C.T.



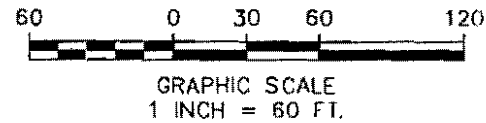
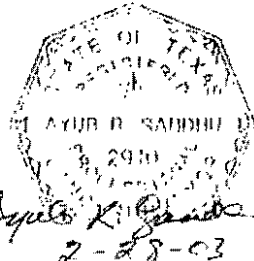
NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



201602209142

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

04 FEB -4 PH 2:37

Cynthia J. ...
COUNTY CLERK
DALLAS CO., TEXAS

14720 5100

TEMPORARY CONSTRUCTION EASEMENT

4423239
02/04/04
\$20.00 Deed
2746753

STATE OF TEXAS §

§

4423239 \$20.00 Deed

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS §

§

02/04/04

THAT HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP, a North Dakota Partnership, hereinafter called GRANTOR, for and in consideration of the sum of One Thousand Eight Hundred Ninety Three DOLLARS AND 65/100 (\$1,893.65) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and State of Texas, a temporary easement and right of passage in, on, over, across, along, under and through a portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is shown and depicted on Exhibit B, attached to and incorporated herein, for the purpose of constructing a roadway to be known as Arapaho Road. The Easement Area is described as follows:

See attached Exhibit A (Field Note Description for Parcel 5-TE), which is made a part of this easement as if fully copied herein.

This temporary construction easement shall only be used by GRANTEE and its contractors in connection with the construction of a public right-of-way adjacent to the Easement Area. GRANTEE shall restore the Easement Area to the condition that existed before the construction of the roadway.

This temporary easement shall terminate 24 months from the date of the Notice to Proceed with construction under the construction contract for the roadway adjacent to the Easement Area, or upon completion of the construction of the portion of the roadway adjacent to the Easement Area, whichever is earlier.

TO HAVE AND TO HOLD unto the Town of Addison, Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement and Easement Area described above. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and defend all and singular the Easement Area to Grantee for the duration and purposes set out herein against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 10th day of June, 2003.

GRANTOR
Heritage Inn Number XIII, Limited Partnership
By: Midwest Heritage Inn, Inc., its General Partner

By: Gary Tharaldson
Print Name: Gary Tharaldson
Print Title: President

STATE OF North Dakota
COUNTY OF Cass

§
§

10th BEFORE ME, the undersigned notary public in and for said county and state, on this day of June, 2003, personally appeared Aam Tharaldson, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Lori Kasowski
Notary Public, State of North Dakota
Print Name: LORI KASOWSKI

MY COMMISSION EXPIRES:

Nov 21, 2006

[SEAL]

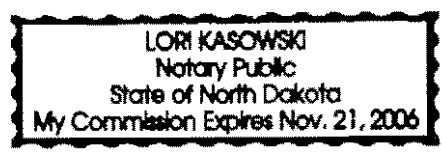


EXHIBIT A

Parcel 5-TE
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0790 acre (3,443 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", a addition to the Town of Addison as evidenced by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.0790 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication for the **POINT OF BEGINNING** of the herein described tract;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), continuing along said common line, a distance of 1.94 feet to the beginning of a non tangent curve to the right;

EXHIBIT A

PARCEL 5-TE - ARAPAHO ROAD PROJECT

THENCE, SOUTHWESTERLY, departing said common line and along said curve to the right having a 1,182.92 feet, a central angle of $19^{\circ}30'28''$, a chord bearing South $80^{\circ}15'57''$ West for 400.81 feet, passing at an arc distance of 311.44 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 402.75 feet to the point of tangency of said curve;

THENCE, NORTH $89^{\circ}58'49''$ WEST, a distance of 305.05 feet to a point in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. as evidenced by the deed recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH $00^{\circ}24'10''$ WEST (called North $00^{\circ}08'59''$ West), along said common line, a distance of 1.92 feet to the Southwest corner of said 24 foot wide right of way dedication;

THENCE, NORTH $85^{\circ}49'17''$ EAST (called North $86^{\circ}21'00''$ East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 42.04 feet to a point in the proposed South right of way line of Arapaho Road;

THENCE, SOUTH $89^{\circ}58'49''$ EAST, departing said line and along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to the point of curvature of a tangent curve to the left;

THENCE, NORTHEASTERLY, continuing along said proposed South right of way line of Arapaho Road and the arc of said curve to the left having a radius of 1,177.92 feet, a central angle of $18^{\circ}35'31''$, a chord bearing North $80^{\circ}43'26''$ East for 380.55 feet, passing at an arc distance of 91.27 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total arc distance of 382.22 feet to a point in the South line of said 24 foot wide right of way dedication;

THENCE, NORTH $80^{\circ}11'36''$ EAST (called North $80^{\circ}53'00''$ East), departing said proposed right of way line and along the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to the **POINT OF BEGINNING**;

EXHIBIT A

PARCEL 5-TE - ARAPAHO ROAD PROJECT

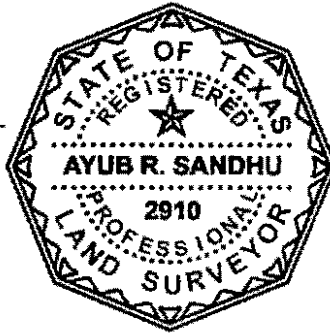
CONTAINING an area of 0.0790 acres or 3,443 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 2-28-03
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



200222 09148

LINE TABLE			
LINE	BEARING	CALLED	DIST
L1	S00°12'18"W	S00°43'00"W	24.40
L2	S00°12'19"W	S00°43'00"W	1.94
L3	N00°24'10"W	N00°08'59"W	1.92
L4	N85°49'17"E	N86°21'00"E	42.04
L5	N80°11'36"E	N80°53'00"E	19.76

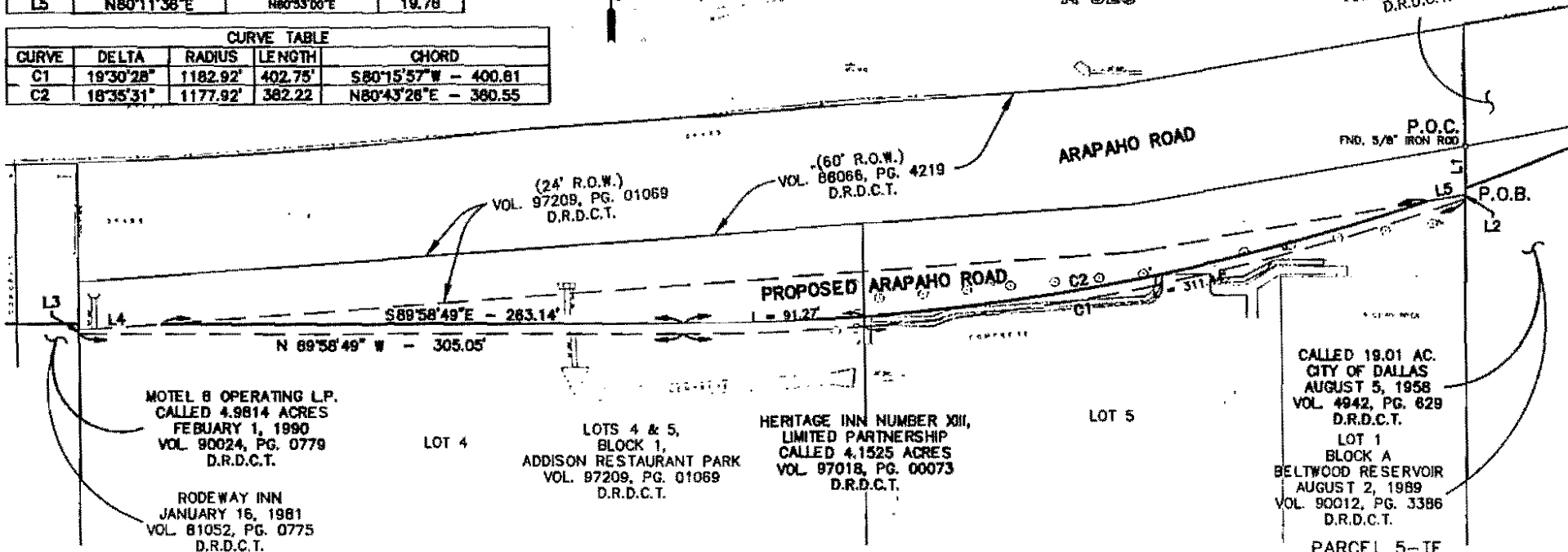
CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	19°30'28"	1182.92'	402.75'	S80°15'57"W - 400.81
C2	18°35'31"	1177.92'	382.22'	N80°43'26"E - 360.55

EXHIBIT B



EDWARD COOK SURVEY
A-826

ARAPAHO ROAD
(VARIABLE R.O.W.)
VOL. 4942, PG. 629
D.R.D.C.T.



MOTEL B OPERATING L.P.
CALLED 4.9814 ACRES
FEBRUARY 1, 1990
VOL. 90024, PG. 0779
D.R.D.C.T.

RODEWAY INN
JANUARY 16, 1981
VOL. 81052, PG. 0775
D.R.D.C.T.

LOT 4

LOTS 4 & 5,
BLOCK 1,
ADDISON RESTAURANT PARK
VOL. 97209, PG. 01069
D.R.D.C.T.

HERITAGE INN NUMBER XII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
VOL. 97018, PG. 00073
D.R.D.C.T.

LOT 5

CALLED 19.01 AC.
CITY OF DALLAS
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.

LOT 1
BLOCK A
BELTWOOD RESERVOIR
AUGUST 2, 1989
VOL. 90012, PG. 3386
D.R.D.C.T.

PARCEL 5-TE
A PLAT OF A
0.0790 ACRE (3,443 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



A. J. Gannon
2-28-03



GRAPHIC SCALE
1 INCH = 60 FT.

CONSENT OF LIENHOLDER

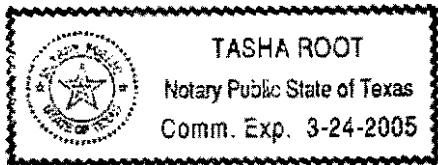
Lienholder, the undersigned Regions Bank successor in interest to Longview National Bank, whose address is P.O. Box 2392, Longview, TX 75606, as the holder of lien(s) on the Easement Area, consents to the above grant of temporary construction easement, including the terms and conditions of such grant, and to the recording of this instrument, and Lienholder, the undersigned Longview National Bank, hereby subordinates its lien(s) to the rights and interests of Grantee, so that a foreclosure of the lien(s) will not extinguish the rights and interests of Grantee. The person signing on behalf of Longview National Bank hereby represents that the person has authority and is duly authorized to sign this Consent on behalf of and to bind Longview National Bank.

Regions Bank successor in interest to
Longview National Bank

By: Dan Droegge
Printed/Typed Name: DAN DROEGGE
Title: PRESIDENT

Before me, the undersigned authority, on this day personally appeared Dan Droegge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]




By: Tasha Root
Notary Public, State of Texas

My Commission Expires: 3/24/05

09160 220602

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

04 FEB -4 PM 2:37

C. J. ...
 COUNTY CLERK
DALLAS CO., TEXAS

First American Title Insurance Company

074460 ○

OWNER POLICY OF TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or material having its inception on or before Date of Policy;
4. Lack of a right of access to and from the land;
5. Lack of good and indefeasible title.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS HEREOF, the FIRST AMERICAN TITLE INSURANCE COMPANY has caused this policy to be executed by its President under the seal of the Company, but this policy is to be valid only when it bears an authorized countersignature, as of the date set forth in Schedule A.



ATTEST

Mark R. Arnesen
Secretary,

First American Title Insurance Company

BY *Gary L. Keruott* PRESIDENT

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking that has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy;

(e) resulting in loss or damage that would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of unmarketability of the title.

5. Any claim, which arises out of the transaction vesting in the person named in paragraph 3 of Schedule A the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or other state or federal creditors' rights laws that is based on either (i) the transaction creating the estate or interest insured by this Policy being deemed a fraudulent conveyance or fraudulent transfer or a voidable distribution or voidable dividend or (ii) the subordination or recharacterization of the estate or interest insured by this Policy as a result of the application of the doctrine of equitable subordination or (iii) the transaction creating the estate or interest insured by this Policy being deemed a preferential transfer except where the preferential transfer results from the failure of the Company or its issuing agent to timely file for record the instrument of transfer to the insured after delivery or the failure of such recordation to impart notice to a purchaser for value or a judgment- or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate, partnership or fiduciary successors, and specifically, without limitation, the following:

(i) the successors in interest to a corporation, limited liability company or limited liability partnership resulting from merger or consolidation or conversion or the distribution of the assets of the corporation or limited liability company or limited liability partnership upon partial or complete liquidation;

(ii) the successors in interest to a general or limited partnership or limited liability company or limited liability partnership which dissolves but does not terminate;

(iii) the successors in interest to a general or limited partnership resulting from the distribution of the assets of the general or limited partnership upon partial or complete liquidation;

(iv) the successors in interest to a joint venture resulting from the distribution of the assets of the joint venture upon partial or complete liquidation;

(v) the successor or substitute trustee(s) of a trustee named in a written trust instrument; or

(vi) the successors in interest to a trustee or trust resulting from the distribution of all or part of the assets of the trust to the beneficiaries thereof.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice that may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto that by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" also shall include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "access": legal right of access to the land and not the physical condition of access. The coverage provided as to access does not assure the adequacy of access for the use intended.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, or (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest that is adverse to the title to the estate or interest, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

When, after the date of the policy, the insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in title to the estate or interest in the land insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect is valid and not barred by law or statute. The Company shall notify the insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the title to the estate as insured; (ii) indemnify the insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefor, issue to the insured claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the property or, if a mortgagee policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 91 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized

by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy at the date the insured claimant is required to furnish to Company a proof of loss or damage in accordance with Section 5 of these Conditions and Stipulations.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels that are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, all as insured, or takes action in accordance with Section 3 or Section 6, in a reasonably diligent manner by any method, including litigation and the correction of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE: REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies that the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion that the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules or the American Arbitration Association. Arbitrable matters may include, but are not limited to, any

controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less SHALL BE arbitrated at the request of either the Company or the Insured, unless the Insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The Law of the situs of the land shall apply to any arbitration under the Title Insurance Arbitration Rules.

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

15. LIABILITY LIMITED TO THIS POLICY: POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision, and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at: First American Title Insurance Company, 1500 S. Dairy Ashford, Suite 300, Houston, TX 77077.

COMPLAINT NOTICE.

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the Company that issued the policy. If the problem is not resolved, you also may write the Texas Department of Insurance, P.O. Box 149104, Austin, TX 78714-9104, Fax No. (512) 305-7426. This notice of complaint procedure is for information only and does not become a part or condition of this policy.

Owner Policy

ISSUED BY:



ISSUING AGENT

REPUBLIC TITLE OF TEXAS, INC.
2626 Howell Street, 10th Floor
Dallas, Texas 75204

FOR INQUIRIES CALL: (214) 855-8888



**First American Title
Insurance Company**

1500 South Dairy Ashford, Suite 300
Houston, Texas (77077)
(281) 588-2200
Wats Line: 1-800-347-7826

**FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL:
1-800-347-7826**

OWNER POLICY:

1 POLICY NUMBER
2 PROPERTY TYPE
3 COUNTY

4 POLICY AMOUNT
5 PREMIUM
6 RATE CODE

7 EFFECTIVE DATE
8 SURVEY AMENDMENT
9 ADDITIONAL CHAINS

074460 O	C	113	60,868.65	638.00	1000	02/04/2004	95.70	00
1	2	3	4	5	6	7	8	9

FIRST AMERICAN TITLE INSURANCE COMPANY

**OWNER POLICY OF
TITLE INSURANCE**

POLICY NUMBER

GF NO. OR FILE NO. DATE OF POLICY AMOUNT OF INSURANCE THE POLICY NUMBER SHOWN
02R14033 SJ7 02/04/2004 at 02:37 PM \$ 60,868.65 ON THIS SCHEDULE MUST
AGREE WITH THE PRE-
PRINTED NUMBER ON THE
COVER SHEET.

> 074460 O

Schedule A

- Name of Insured:
TOWN OF ADDISON, TEXAS
- The estate or interest in the land that is covered by this policy is:
FEE SIMPLE, as to Tract 1
NON-EXCLUSIVE EASEMENT, as to Tract 2
- Title to the estate or interest in the land is insured as vested in:
TOWN OF ADDISON, TEXAS
- The land referred to in this policy is described as follows:
Being two tracts of land, described as Parcel 5 and Parcel 5-TE, being situated
in the Town of Addison, Dallas County, Texas and being more particularly
described on Exhibit A attached hereto and made a part hereof for all purposes.

REPUBLIC TITLE OF TEXAS, INC.

Countersigned at DALLAS, TEXAS
Republic Title of Texas, Inc.

Patricia A. Sherman

 Patricia A. Sherman Bruce, Senior V. P.
 Authorized Countersignature

Exhibit A

GF-Number 02R14033

TRACT 1:

BEING a description of a 0.1934 acre (8,425 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", an addition to the Town of Addison as evidence by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.1934 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod found for the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00 degrees 12 minutes 19 seconds WEST (called South 00 degrees 43 minutes 00 seconds West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication;

THENCE, SOUTH 80 degrees 11 minutes 36 seconds WEST (called North 80 degrees 53 minutes 00 seconds East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road for the POINT OF BEGINNING of the herein described tract;

THENCE, SOUTHWESTERLY, departing said line and along the proposed South right of way line of Arapaho Road and the arc of a non-tangent curve to the right having a radius of 1,177.92 feet, a central angle of 18 degrees 35 minutes 31 seconds, a chord bearing South 80 degrees 43 minutes 26 seconds West for 380.55 feet, passing at an arc distance of 290.95 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 382.22 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH 89 degrees 58 minutes 49 seconds WEST, continuing along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to a 5/8 inch iron rod set in the South line of said 24 foot wide right of way dedication;

Exhibit A (Continued)

GF-Number 02R14033

THENCE, NORTH 85 degrees 49 minutes 17 seconds EAST (called North 86 degrees 21 minutes 00 seconds East), departing said line and along the South line of said 24 foot wide right of way dedication, passing at a distance of 355.11 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total distance of 493.84 feet to an angle point;

THENCE, NORTH 80 degrees 11 minutes 36 seconds EAST (called North 80 degrees 53 minutes 00 seconds East), continuing along said line, a distance of 148.35 feet to the POINT OF BEGINNING;

CONTAINING an area of 0.1934 acres or 8,425 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89 degrees 51 minutes 55 seconds E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

TRACT 2:

Being a non-exclusive easement as set forth in Temporary Construction Easement by and between Heritage Inn Number XIII, Limited Partnership, a North Dakota limited partnership and Town of Addison, dated June 10, 2003, filed February 4, 2004, in Volume 2004022, Page 9143, Deed Records of Dallas County, Texas, over the following described property:

BEING a description of a 0.0790 acre (3,443 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", an addition to the Town of Addison as evidenced by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.0790 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said

Exhibit A (Continued)

GF-Number 02R14033

Deed Records;

THENCE, SOUTH 00 degrees 12 minutes 19 seconds WEST (called South 00 degrees 43 minutes 00 seconds West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication for the POINT OF BEGINNING of the herein described tract;

THENCE, SOUTH 00 degrees 12 minutes 19 seconds WEST (called South 00 degrees 43 minutes 00 seconds West), continuing along said common line, a distance of 1.94 feet to the beginning of a non tangent curve to the right;

THENCE, SOUTHWESTERLY, departing said common line and along said curve to the right having 1,182.92 feet, a central angle of 19 degrees 30 minutes 28 seconds, a chord bearing South 80 degrees 15 minutes 57 seconds West for 400.81 feet, passing at an arc distance of 311.44 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 402.75 feet to the point of tangency of said curve;

THENCE, NORTH 89 degrees 58 minutes 49 seconds WEST, a distance of 305.05 feet to a point in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. as evidenced by the deed recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00 degrees 24 minutes 10 seconds WEST (called North 00 degrees 08 minutes 59 seconds West), along said common line, a distance of 1.92 feet to the Southwest corner of said 24 foot wide right of way dedication;

THENCE, NORTH 85 degrees 49 minutes 17 seconds EAST (called North 86 degrees 21 minutes 00 seconds East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 42.04 feet to a point in the proposed South right of way line of Arapaho Road;

THENCE, SOUTH 89 degrees 58 minutes 49 seconds EAST, departing said line and along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to the point of curvature of a tangent curve to the left;

THENCE, NORTHEASTERLY, continuing along said proposed South right of way line of Arapaho Road and the arc of said curve to the left having a radius of 1,177.92 feet, a central angle of 18 degrees 35 minutes 31 seconds, a chord bearing North 80 degrees 43 minutes 26 seconds East for 380.55 feet, passing at an arc distance of 91.27 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total arc distance of 382.22 feet to a point in the South line of said 24 foot wide right of way dedication;

THENCE, NORTH 80 degrees 11 minutes 36 seconds East (called North 80 degrees 53 minutes 00 seconds East), departing said proposed right of way line and along

Exhibit A (Continued)

GF-Number 02R14033

the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to the POINT OF BEGINNING;

CONTAINING an area of 0.0790 acres or 3,443 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89 degrees 51 minutes 55 seconds E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

**OWNER POLICY OF
TITLE INSURANCE**

GF NO. OR FILE NO.
02R14033 SJ7

DATE OF POLICY
02/04/2004

THE POLICY NUMBER SHOWN
ON THIS SCHEDULE MUST
AGREE WITH THE PREPRINTED
NUMBER ON THE COVER SHEET

>

POLICY NUMBER
074460 0

**Schedule B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases or easements insured, if any, shown in Schedule A and the following matters:

1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or delete this exception): See * below.
2. ~~Any encumbrances, conditions, shortages in area or boundary lines, taxes, easements or provisions, or any other matter~~
~~known to the~~ Shortages in Area.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities:
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2004, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

* Restrictive Covenants:

Restrictive covenants recorded in Volume 89195, Page 1664, Deed Records of Dallas County, Texas. Any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), is deleted.

- a. Deed of Trust from HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP to ROBERT STRONG, II, Trustee, dated 04/25/1997, filed 04/29/1997, recorded in Volume 97083, Page 02876, Deed of Trust Records of Dallas County, Texas, securing a note in the principal sum of \$3,250,000.00, payable to LONGVIEW NATIONAL BANK, and securing other indebtedness as described therein, if any. Said note further secured by UCC Financing Statement filed 04/29/97, recorded in Volume 97083, Page 2935, Deed Records, Dallas County, Texas. Said note and lien modified by instrument recorded in Volume 97179, Page 1619, Deed Records, Dallas County, Texas. Said note and lien modified by instrument filed 02/17/1998, recorded in Volume 98032, Page 3240, Deed Records, Dallas County, Texas. Said note and lien modified by instrument filed 06/07/1999, recorded in Volume 99110, Page 8052, Deed Records, Dallas County, Texas. Continuation of Financing Statement filed 12/26/2001, recorded in Volume 2001249, Page 3840, Deed Records, Dallas County, Texas. (Affects Tract 2)

SCHEDULE B Page 2

- b. Easement to Daryl N. Snadon, recorded in Volume 90053, Page 2812, Deed Records of Dallas County, Texas.
- c. Easement to Town of Addison, recorded in Volume 90087, Page 513, Deed Records of Dallas County, Texas.
- d. Easements, building line and street dedication as shown on the plat recorded in Volume 97209, Page 1069, Map Records of Dallas County, Texas.
- e. Terms, conditions and easements contained in Avigation Easement and Release to the Town of Addison, filed 03/10/88, recorded in Volume 88048, Page 788, Deed Records of Dallas County, Texas. Restrictions attached thereto were released in Volume 89171, Page 337, Deed Records of Dallas County, Texas.
- f. Terms, conditions and easements contained in Easement Agreement dated 08/31/89, by and between Camden Financial Corporation and Daryl N. Snadon as recorded in Volume 89171, Page 345, Deed Records of Dallas County, Texas. Amendment dated 12/18/92, filed 12/21/92, recorded in Volume 92247, Page 5916, Deed Records of Dallas County, Texas.
- g. Terms, conditions and easements contained in Access Road Easement and Maintenance Agreement dated 10/06/89, by and among Camden Financial Corporation, a New Mexico corporation, Daryl N. Snadon, and Homewood Suites Equity Development Corporation, as recorded in Volume 89195, Page 1645, Deed Records of Dallas County, Texas. Amendment dated 12/18/92, filed 12/21/92, and recorded in Volume 92247, Page 5916, Deed Records of Dallas County, Texas.
- h. Terms and Conditions of Easement Agreement dated March ____, 1997, by and between Modernage, Inc. and Heritage Inn Number XIII Limited Partnership, recorded in Volume 97062, Pge 3872, Deed Records of Dallas County, Texas.
- i. Assignment of Lessor's Interest in Leases and Rents dated 04/25/97, by HERITAGE INN NUMBER XII, LIMITED PARTNERSHIP. ("Assignor") to LONGVIEW NATIONAL BANK, ("Assignee"), filed of record on 04/29/97 and recorded in Volume 97083, Page 02901 of the Deed Records of Dallas County, Texas.
- j. Mineral estate and interest described in instrument recorded in Volume 1707, Page 260, Deed Records of Dallas County, Texas. Title to said interest not checked subsequent to the date thereof.
- k. Terms, provisions, and conditions of lease dated 11/16/1995, between The Londoner-Rosemary Tate, as Lessor, and D & B Communications, Inc., filed 09/28/1999, recorded in Volume 99189, Page 3486, Deed Records of Dallas County, Texas.

(CONTINUED ON NEXT PAGE)

SCHEDULE B Page 3

- l. Terms and Conditions of Maintenance Obligations Agreement dated 12/18/92, by and between Modernage, Inc. and Homewood Suites Equity Development Corporation, recorded in Volume 92247, Page 5929, Deed Records of Dallas County, Texas. (Fee and Easement Tracts)
- m. Terms, conditions, and provisions set forth in the Temporary Contrustion Easement filed on 02/04/2004, recorded in Volume 2004022, Page 9143, Deed Records Dallas County, Texas. (Affects Tract 2)
- n. Section 14 of the Conditions and Stipulations of this policy is hereby deleted.

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

May 3, 2004

Ms. Gayle Walton
Department Secretary
City Manager's Office
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Parcel 5 (Heritage Inn Number XIII), Arapaho Extension of Road Project

Dear Gayle:

In connection with the transaction for the above-referenced property, enclosed for the Town of Addison's files are the following documents:

1. Copy of paid tax receipts;
2. Copy of Release of Lien recorded in Volume 2004022, Page 9132, Dallas County, Texas;
3. Original recorded Right-of-Way Deed recorded in Volume 2004022, Page 9137, Dallas County, Texas;
4. Original recorded Temporary Construction Easement recorded in Volume 2004022, Page 9143, Dallas County, Texas; and
5. First American Title Insurance Company Owner's Policy No. 074459 O.

By copy of this letter, I am forwarding copies of all enclosed documents to Steve Chutchian for his closing binder. If you have any questions, please give me a call.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Angela K. Washington'.

Angela K. Washington

AKW/yjr
Enclosures

May 3, 2004
Page 2

c(w/o Enclosures): Mr. Mike Murphy
(w/Enclosures) Mr. Steve Chutchian
(w/o Enclosures) Mr. Kenneth C. Dippel



**DALLAS COUNTY TAX OFFICE
 DAVID CHILDS, TAX ASSESSOR/COLLECTOR
 RECORDS BUILDING PHONE: 214-653-7811
 DALLAS, TEXAS 75202-3304**

COMMERCIAL REAL PROPERTY TAX RECEIPT

Payor Name and Address:

REPUBLIC TITLE
 2626 HOWELL ST 10TH FLOOR
 DALLAS, TX 75204

Account Number: 10000710010040000

Receipt Number: 02003064370

Date of Receipt: 01-31-2004

Property Legal Description:

ADDISON RESTAURANT PARK
 BLK 1 LT 4 ACS 1.9426 CALC

Owner Name and Address:

THARALDSON DEVELOPMENT
 PO BOX 9118
 FARGO, ND 58106-9118

VOL97018/0073 ID012497 CO-DALLAS
 0007100100400 31000071001

Location:

4559 BELT LINE

CA

FEB 17 2004

Property Class: C1 2

TAXING ENTITY	YEAR	MARKET VALUE	TAXABLE VALUE	TAX RATE
ADDISN TOWN	2003	338,480	338,480	.4228000
DAL CNTY	2003	338,480	338,480	.2039000
SCH EQUAL	2003	338,480	338,480	.0054600
COLL DIST	2003	338,480	338,480	.0778000
DALLAS ISD	2003	338,480	338,480	1.6395000
HOSP DIST	2003	338,480	338,480	.2540000

62 R 14000

TAXING ENTITY	YEAR	TAX PAID	PENALTY/ INTEREST	FEES	PAYMENT
ADDISN TOWN	2003	1,431.09	.00	.00	1,431.09
DAL CNTY	2003	690.16	.00	.00	690.16
SCH EQUAL	2003	18.48	.00	.00	18.48
COLL DIST	2003	263.34	.00	.00	263.34
DALLAS ISD	2003	5,549.38	.00	.00	5,549.38
HOSP DIST	2003	859.74	.00	.00	859.74
TOTAL	2003	8,812.19	.00	.00	\$8,812.19
GRAND TOTAL:		8,812.19	.00	.00	\$8,812.19
TLR: T29				TOTAL PAID:	\$8,812.19



**DALLAS COUNTY TAX OFFICE
 DAVID CHILDS, TAX ASSESSOR/COLLECTOR
 RECORDS BUILDING PHONE: 214-653-7811
 DALLAS, TEXAS 75202-3304**

--- DUPLICATE ---

COMMERCIAL REAL PROPERTY TAX RECEIPT

Payor Name and Address:

REPUBLIC TITLE
 2626 HOWELL 10TH FL
 DALLAS, TX 75204

Account Number: 10000710010050000

Receipt Number: 02003064374
 Date of Receipt: 01-31-2004

Property Legal Description:

ADDISON RESTAURANT PARK
 BLK 1 LT 5 ACS 1.8184 CALC

Owner Name and Address:

HERITAGE INN NUMBER XIII
 LP THARALISON DEVELOPMENT
 PO BOX 9118
 FARGO, ND 58106-9118

VOL97018/0073 DD012497 CD-DALLAS
 0007100100500 31000071001

Location:
 4555 BELT LINE CA

Property Class: F1 0

TAXING ENTITY	YEAR	MARKET VALUE	TAXABLE VALUE	TAX RATE
ADDON TOWN	2003	1,560,000	1,560,000	.4228000
DAL CNTY	2003	1,560,000	1,560,000	.2039000
SCH EQUAL	2003	1,560,000	1,560,000	.0054600
COLL DIST	2003	1,560,000	1,560,000	.0778000
DALLAS ISD	2003	1,560,000	1,560,000	1.6395000
HOSP DIST	2003	1,560,000	1,560,000	.2540000

TAXING ENTITY	YEAR	TAX PAID	PENALTY/ INTEREST	FEES	PAYMENT
ADDON TOWN	2003	6,595.68	.00	.00	6,595.68
DAL CNTY	2003	3,180.84	.00	.00	3,180.84
SCH EQUAL	2003	85.18	.00	.00	85.18
COLL DIST	2003	1,213.68	.00	.00	1,213.68
DALLAS ISD	2003	25,576.20	.00	.00	25,576.20
HOSP DIST	2003	3,962.40	.00	.00	3,962.40
TOTAL	2003	40,613.98	.00	.00	\$40,613.98
GRAND TOTAL:		60,920.96	.00	.00	\$60,920.96
TLR: T29				TOTAL PAID:	\$60,920.96



DALLAS COUNTY TAX OFFICE
DAVID CHILDS, TAX ASSESSOR/COLLECTOR
RECORDS BUILDING PHONE: 214-653-7811
DALLAS, TEXAS 75202-3304

PROPERTY TAX RECEIPT

Payor Name and Address:	Account Number: 10000710010040000	OLTR
REPUBLIC TITILE	Receipt Number: 02003064370	
2626 HOWELL ST 10TH FLOOR	Date of Receipt: 1/31/2004	
DALLAS TX 75204	Property Legal Description:	
	ADDISON RESTAURANT PARK	
	BLK 1 LT 4 ACS 1.9426 CALC	
Owner Name and Address:	VOL97018/0073 DD012497 CO-DALLAS	
	0007100100400	31000071001
THARALDSON DEVELOPMENT	Property location:	
PO BOX 9118	4559 BELT LINE	CA
FARGO ND 58106-9118	Property Class: C 1	

TAXING ENTITY	YEAR	MARKET VALUE	LIMITED VALUE	TAXABLE VALUE	TAX RATE
=====	=====	=====	=====	=====	=====
ADDSN TOWN	2003	338,480	0	338,480	.4228000
DAL CNTY	2003	338,480	0	338,480	.2039000
SCH EQUAL	2003	338,480	0	338,480	.0054600
COLL DIST	2003	338,480	0	338,480	.0778000
DALLAS ISD	2003	338,480	0	338,480	1.6395000
HOSP DIST	2003	338,480	0	338,480	.2540000

TAXING ENTITY	YEAR	TAX PAID	PENALTY/ INTEREST	FEES	PAYMENT
=====	=====	=====	=====	=====	=====
ADDSN TOWN	2003	1,431.09	.00	.00	1,431.09
DAL CNTY	2003	690.16	.00	.00	690.16
SCH EQUAL	2003	18.48	.00	.00	18.48
COLL DIST	2003	263.34	.00	.00	263.34
DALLAS ISD	2003	5,549.38	.00	.00	5,549.38
HOSP DIST	2003	859.74	.00	.00	859.74
TOTAL	2003	8,812.19	.00	.00	8,812.19
GRAND TOTAL		8,812.19	.00	.00	8,812.19
TLR: T29				TOTAL PAID:	8,812.19

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

February 6, 2004

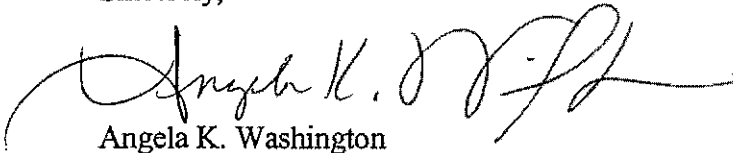
Mr. Steve Chutchian
Assistant City Engineer
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Parcel 5 (Heritage Inn), Arapaho Extension of Road Project

Dear Steve:

Enclosed for your file is the Purchaser's Closing Binder for the above-referenced property. Once I receive the original recorded conveyance documents and the owner's policy from the Title Company, I will forward those to Gayle Walton for the Town's records. If you have any questions, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosure

c(w/o Enc.): Mr. Mike Murphy
(w/o Enc.) Mr. Kenneth C. Dippel

Passed
6-25-02

Council Agenda Item #R21

SUMMARY:

This item is for approval to make an offer to Heritage Inn Number XIII/Tharaldson Development, for acquisition of a portion of Lots 4 & 5, Addison Restaurant Park.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Cost: \$140,700.00

Source of Funds: Funds are available from Year 2000 General Obligation Bond Program, Project No. 83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho road, Phase III project. Approximately 0.5792 acre of permanent right-of-way adjacent to the proposed extension of Arapaho Road (see attached Parcel 5 map) is required as part of the proposed roadway improvements. A 0.0813 acre temporary construction easement (see attached Parcel 5-TE map) is also necessary to complete the project. This parcel is a portion of Lots 4 & 5, Addison Restaurant Park, and is owned by Heritage Inn Number XIII/Tharaldson Development.

In January 2002, the firm of Evaluation Associates performed an appraisal of the value (summary attached) of the proposed fee-simple taking. The appraisal of the 0.5792 acre of right-of-way and 0.0813 acre of temporary construction easement on this site resulted in a Total Compensation value of \$140,700.00.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to offer a total of \$140,700.00 to Heritage Inn Number XIII/Tharaldson Development, for the acquisition of 0.5792 acre of permanent right-of-way and 0.0813 acre of temporary construction easement from Lots 4 & 5, Addison Restaurant Park.

EVALUATION ASSOCIATES

RIGHT OF WAY LAND RIGHTS ANALYSIS • APPRAISAL • ACQUISITION • SOLUTIONS

SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

**Property Owner: Heritage Inn Number XIII/Tharaldson Development
Parcel No. 5**

Valuation Conclusion:

Whole Property (Land Only)	\$900,000
Proposed Acquisition	\$ 138,754
Remainder Before Acquisition	\$ 761,246
Remainder After Acquisition	\$ 761,246
Loss in Value of Remainder After	\$ -0-

Determination of Compensation:

Permanent Right of Way (Land Only @ \$5.50/SF)	\$138,754
Compensation for Improvements (None - Replacement)	\$ -0-
Landscaping (None - Replacement)	\$ -0-
Temporary Construction Easement	\$ 1,946

Total Compensation: \$140,700

Date of Appraisal: January 12, 2002

Location: 4555 Belt Line Road, Town of Addison, Texas

Legal Description: Lots 4 and 5, Addison Restaurant Park, Town of Addison,
Dallas County, Texas

Land Size: Whole Property (per DCAD records) 3.7610 Acres
Right of way Area 0.5792 Acres
Temporary Construction easement 0.0813 Acres

Zoning: PD, Planned Development District

Highest and Best Use:

As if Vacant BEFORE: Commercial use
As if Vacant AFTER: Commercial use

EXHIBIT "B"

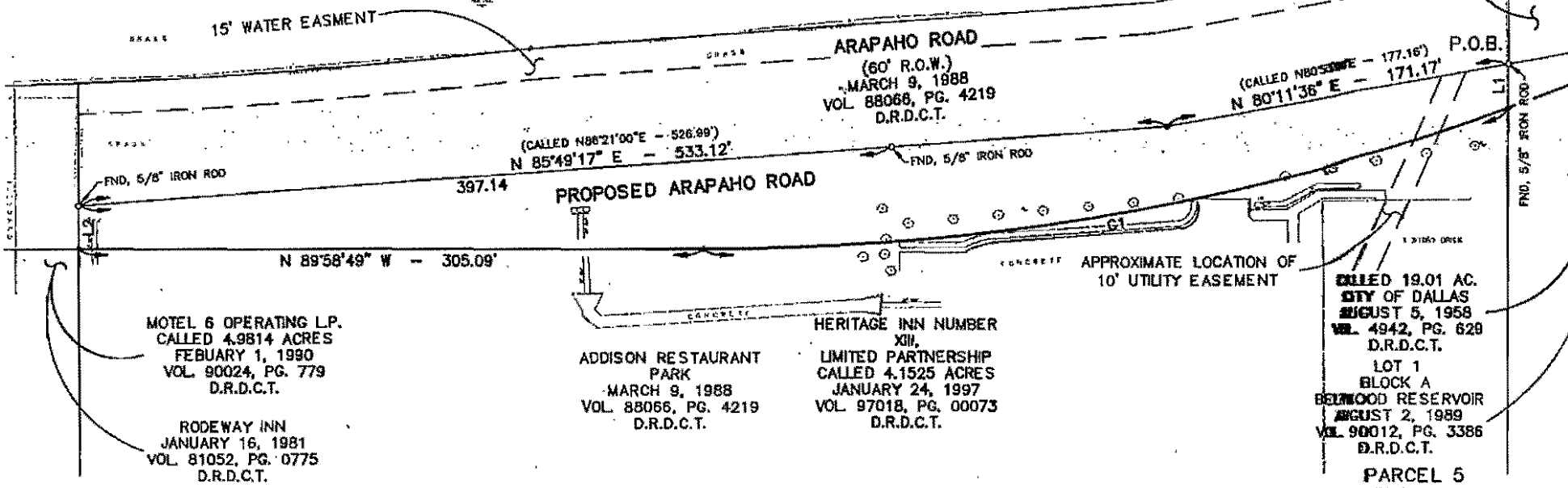
LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'19" W	S00°43'00"W	21.00'	-
L2	N 00°24'10" W	N00°08'59"W	20.97'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	19°35'42"	1177.92'	402.84'	S 80°13'20" W - 400.88'



EDWARD-COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.



MOTEL 6 OPERATING LP.
CALLED 4.9814 ACRES
FEBRUARY 1, 1990
VOL. 90024, PG. 779
D.R.D.C.T.

RODEWAY INN
JANUARY 16, 1981
VOL. 81052, PG. 0775
D.R.D.C.T.

ADDISON RESTAURANT
PARK
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

HERITAGE INN NUMBER
XII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
JANUARY 24, 1997
VOL. 97018, PG. 00073
D.R.D.C.T.

CALLLED 19.01 AC.
CITY OF DALLAS
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.
LOT 1
BLOCK A
BELWOOD RESERVOIR
AUGUST 2, 1989
VOL. 90012, PG. 3386
D.R.D.C.T.

PARCEL 5
A PLAT OF A
0.5792 ACRE (25,228 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

NOTES:
ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED
HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT
PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY
LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO
THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN
VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith
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- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE

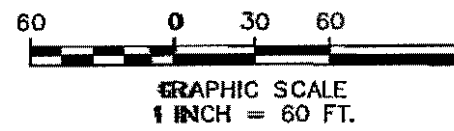
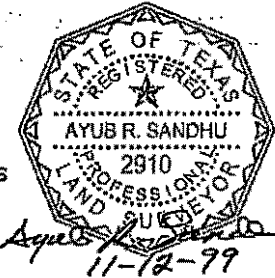


EXHIBIT "B"

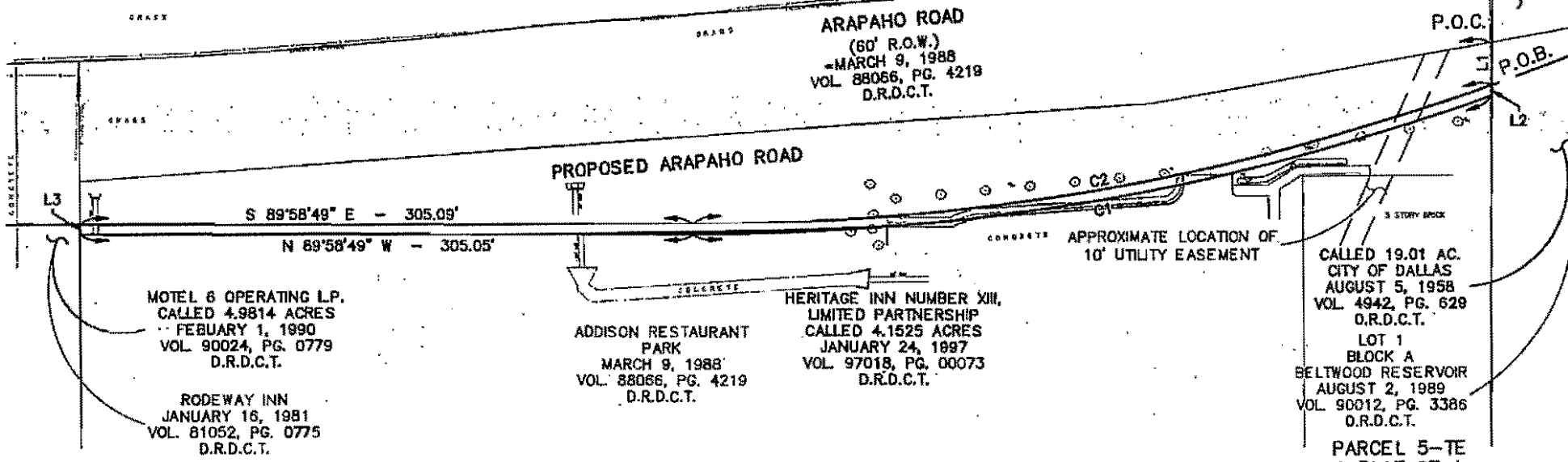
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CURVE TABLE				
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EDWARD COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.



MOTEL 6 OPERATING L.P.
CALLED 4.9814 ACRES
FEBRUARY 1, 1990
VOL. 90024, PG. 0779
D.R.D.C.T.

RODEWAY INN
JANUARY 16, 1981
VOL. 81052, PG. 0775
D.R.D.C.T.

ADDISON RESTAURANT
PARK
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

HERITAGE INN NUMBER XIII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
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TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
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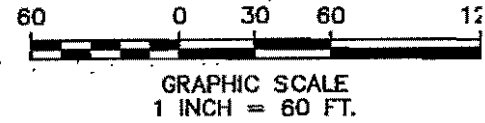
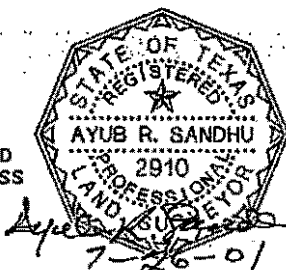
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June 26, 2002

Mr. Rick Larsen
Tharaldson Development
1201 Page Drive
Fargo, North Dakota 58103

**RE: Lots 4 & 5, Addison Restaurant Park
Heritage Inn Number XIII/Tharaldson Development**

Dear Mr. Larsen:

In February 2000, the Town of Addison elected to sell bonds in order to fund six construction projects. Included in these projects is the extension of Arapaho Road, from Addison Road to Marsh Lane. At this time, we are in the right-of-way acquisition phase of the project, from Addison Rd. to Surveyor Blvd. The Town of Addison has determined the need to acquire a portion of the tract of land that is currently occupied by Quality Suites. This land acquisition is necessary for the purpose of obtaining public right-of-way for the Arapaho Road project along with related municipal uses including public parks and open spaces. The firm of Evaluation Associates originally appraised the property in January 2002. The attached summary sheet shows the fair market value of this taking is \$140,700.00. In June 2002, the City Council of the Town of Addison authorized me to make an offer to purchase the 0.5792 acre of permanent right-of-way and 0.0813 acre temporary construction easement at the total appraised value of \$140,700.00.

The Town of Addison requests that you respond to this offer of purchase within thirty (30) days of the date of this letter. If we do not hear from you within the thirty (30) days, the Town will consider its offer rejected and we will initiate eminent domain proceedings to acquire the property.

Should you have any questions, please feel free to contact Mr. Mike Murphy, Director of Public Works, at (972) 450-2871, or myself.

Sincerely,

Ron Whitehead
City Manager

Parcel 5
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.5792 acre (25,228 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records, said 0.5792 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod found for the common Northeast corner of said called 4.1525 acre tract, Southeast corner of a 60 foot wide right of way dedication as evidenced by the said plat of Addison Restaurant Park, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat dated August 2, 1989 and recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed dated August 5, 1958 and recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 21.00 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road;

THENCE, SOUTHWESTERLY, departing said common line and along the proposed South right of way line of Arapaho Road and the arc of a non-tangent curve to the right having a radius of 1,177.92 feet, a central angle of 19°35'42", a chord bearing South 80°13'20" West for 400.88 feet, for an arc distance of 402.84 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

PARCEL 5 - ARAPAHO ROAD PROJECT

THENCE, NORTH 89°58'49 WEST, continuing along said proposed South right of way line of Arapaho Road, a distance of 305.09 feet to a 5/8 inch iron rod set in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. by the deed dated February 1, 1990 and recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00°24'10" WEST (called North 00°08'59" West), departing said South right of way line of Arapaho road and along said common line, a distance of 20.97 feet to a 5/8 inch iron rod with cap found for the common Northeast corner of said called 4.1525 acre tract, Northwest corner of said called 4.9814 acre tract and Southwest corner of said 60 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said common line and along the common North line of said called 4.1525 acre tract and South line of said 60 foot wide right of way dedication, passing at a distance of 397.14 feet a 5/8 inch iron rod found, continuing for a total distance of 533.12 feet (called 526.99 feet) to a 5/8 inch iron rod set for an angle point;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), continuing along said common line, a distance of 171.17 feet (called 177.16 feet) to the **POINT OF BEGINNING**;

CONTAINING an area of 0.5792 acres or 25,228 square feet of land within the metes recited.

PARCEL 5 - ARAPAHO ROAD PROJECT

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 11-12-99
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

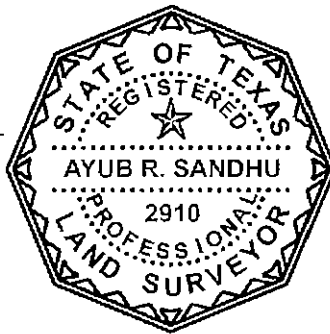


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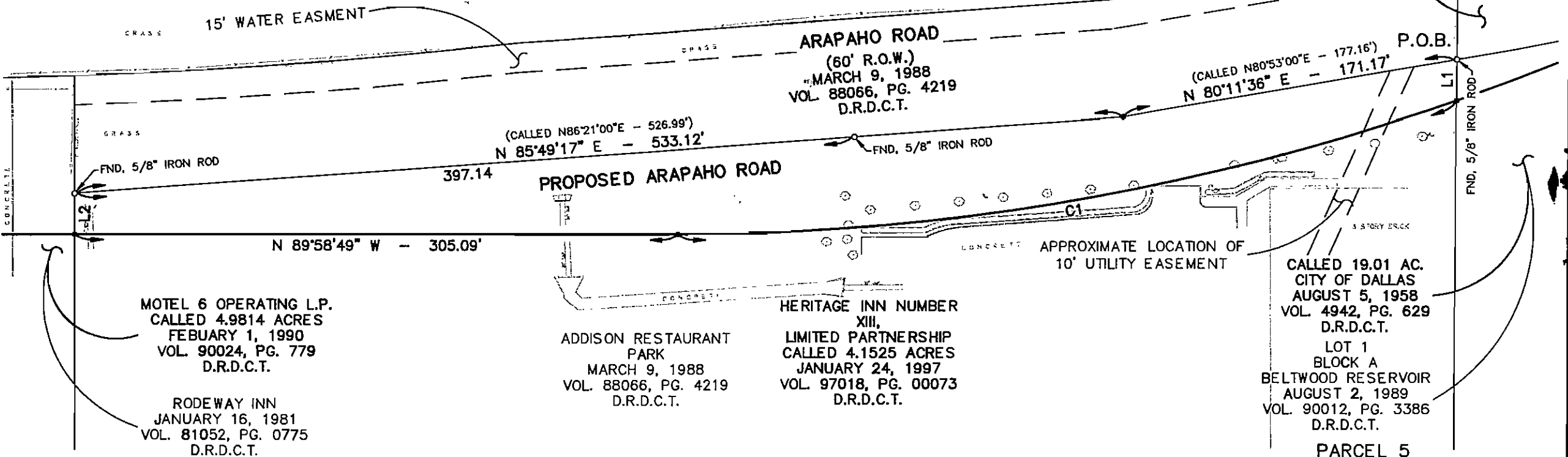
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EDWARD COOK SURVEY
A-326

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VOL. 4942, PG. 629
D.R.D.C.T.



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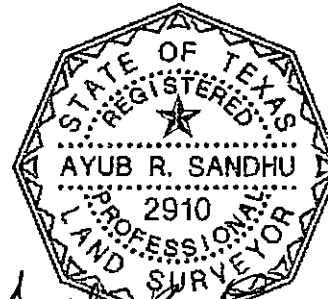
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Ayub R. Sandhu
11-12-99



GRAPHIC SCALE
1 INCH = 60 FT.

Parcel 5-TE
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0813 acre (3,539 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records, said 0.0813 acre tract of land being more particularly described by metes and bounds as follows;

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THENCE, SOUTH $00^{\circ}12'19''$ WEST (called South $00^{\circ}43'00''$ West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 21.00 feet to a point in a curve of the proposed South right of way line of Arapaho Road for the Northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, SOUTH $00^{\circ}12'19''$ WEST (called South $00^{\circ}43'00''$ West), departing said proposed South right of way line of Arapaho Road and continuing along said common line, a distance of 5.31 feet to a point for the beginning of a non-tangent curve to the right;

THENCE, SOUTHWESTERLY, departing said common line and along the arc of said curve to the right having a radius of 1,182.92 feet, a central angle of $19^{\circ}30'28''$, a chord bearing South $80^{\circ}15'57''$ West for 400.81 feet, for an arc distance of 402.75 feet to the point of tangency of said curve;

PARCEL 5-TE - ARAPAHO ROAD PROJECT

THENCE, NORTH 89°58'49 WEST, a distance of 305.05 feet to a point in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. by the deed dated February 1, 1990 and recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00°24'10" WEST (called North 00°08'59" West), along said common line, a distance of 5.00 feet to a point in said proposed South right of way line of Arapaho Road;

THENCE, SOUTH 89°58'49 EAST, departing said common line and along said proposed South right of way line of Arapaho Road, a distance of 305.09 feet to the point of curvature of a tangent curve to the left;

THENCE, NORTHEASTERLY, continuing along said proposed South right of way line of Arapaho Road and the arc of said curve to the left having a radius of 1,177.92 feet, a central angle of 19°35'42", a chord bearing North 80°13'20" East for 400.88 feet, for an arc distance of 402.84 feet to the **POINT OF BEGINNING**;

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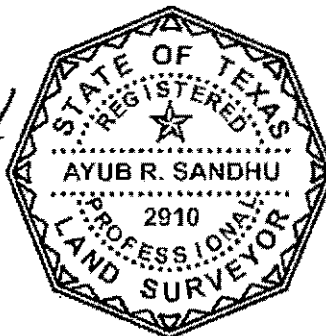


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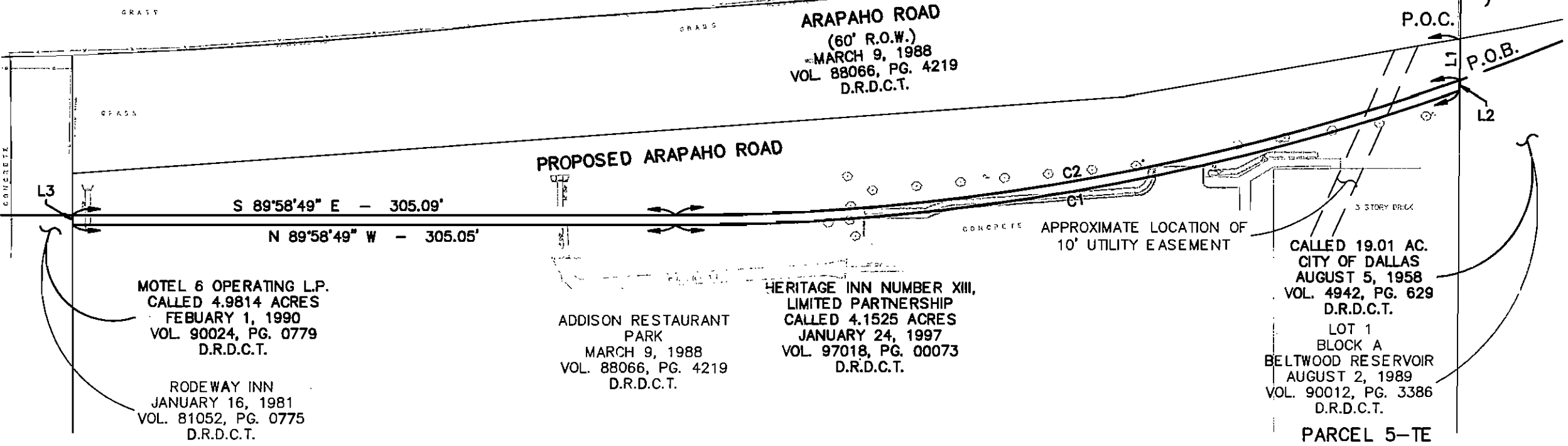
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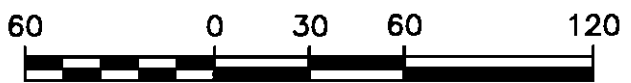
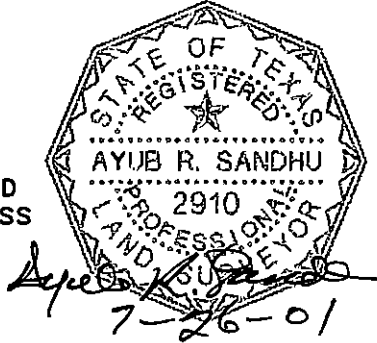


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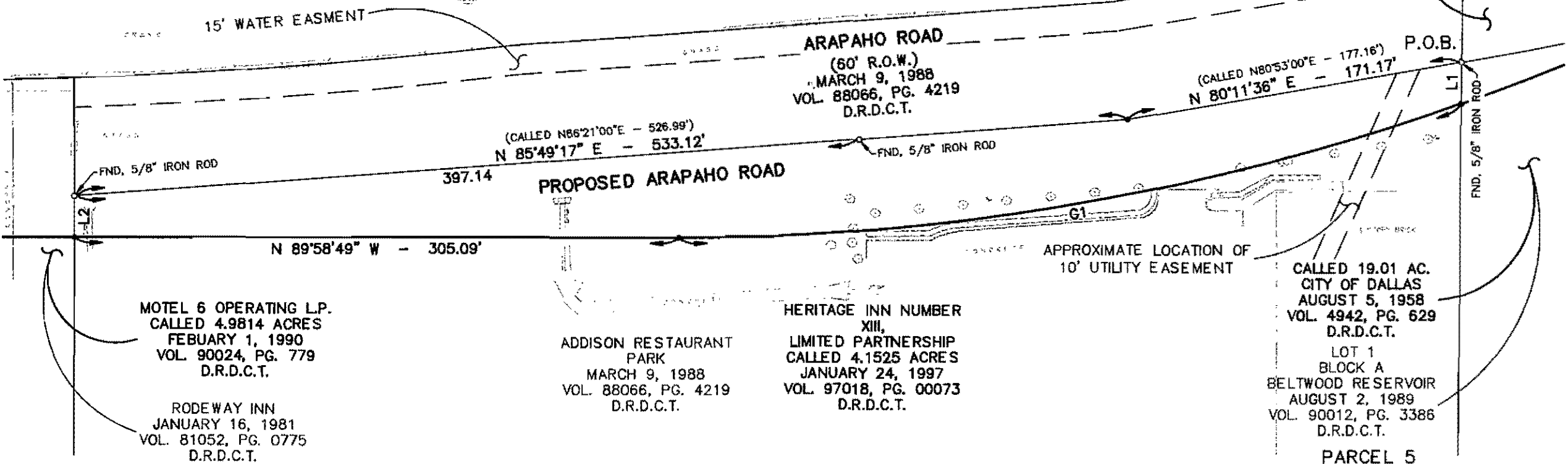
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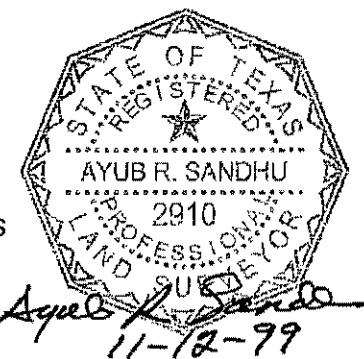
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GRAPHIC SCALE
1 INCH = 60 FT.

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

January 30, 2004

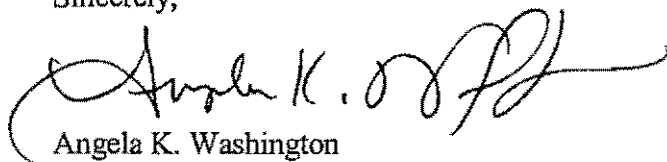
Mr. Steve Chutchian
Assistant City Engineer
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Parcel 5 (Heritage Inn), Arapaho Extension of Road Project

Dear Steve:

Enclosed please find a copy of the faxed transmission from Republic Title informing us that this transaction has funded and that the conveyance documents will be sent to the county clerk for recording. If you have any questions, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosure

c(w/o Enc.): Mr. Kenneth C. Dippel, w/firm

REPUBLIC TITLE OF TEXAS, INC.
2626 HOWELL STREET, 10TH FLOOR
DALLAS, TEXAS 75204
MAIN: 214.855.8888
FAX: 214.855.8848

PATRICIA A. SHERMAN BRUCE, ESQ.
VICE PRESIDENT
DIRECT DIAL: 214.855.8878

HEATHER D. CHIMARYS
ASSISTANT
DIRECT DIAL: 214.855.8846

FAX TRANSMISSION

RE: 02R14033/SJ7 HERITAGE INN NUMBER XIII ("SELLER") TO TOWN OF ADDISON
("PURCHASER")
JANUARY 29, 2004

Loni Kasowski (Seller)
Fax: 1.701.293.6486

Steve Chutchian (Purchaser)
Fax: via attorney

____ (Surveyor)
Fax:

Mark Knutson
Fax: 1.701.235.1262

Angela K. Washington, Esq.
(Purchaser's Att'y)
Fax: 214.672.2020

____ (Broker)

Fax:

____ (Broker)

Fax:

____ (Seller's Att'y)
Fax:

COMMENTS: This fax is being sent to let all parties know that the above-referenced matter has funded. The checks and/or wires will be sent out today. And, the conveyance documents will be sent to the county clerk for recording. We should have your closing binders sent out within four (4) working day. And, the original recorded documents should be back from the county clerk and sent out to you within five (5) weeks along with your respective policies.

Should you have any questions, please give us a call.

Patricia A. Sherman Bruce
214.855.8878

PLEASE CALL IF TRANSMITTAL IS UNCLEAR OR IF YOU DO NOT RECEIVE ALL THE PAGES.

CONFIDENTIALITY NOTICE

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- For Review
- Please Comment
- Please Reply
- Please Recycle

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

January 29, 2004

Ms. Patricia A. Sherman Bruce, Esq.
Vice President
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, TX 75204-4064

**RE: Parcel 5 (Heritage Inn No. XIII), Arapaho Extension of Road Project
Your File No. GF 02R14033/SJ6**

Dear Patricia:

Enclosed is the executed Purchaser's Statement for the above-referenced property. A copy of the fully executed Contract of Sale and the originals of the Right-of-Way Deed and the Temporary Construction Easement were forwarded to you on June 13, 2003. I have forwarded the necessary information to City staff to authorize the wiring of the funds. If you have any questions or need anything further, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

c(w/o Enc.): Mr. Mike Murphy, w/Town
(w/o Enc.) Mr. Steve Chutchian, w/Town
(w/o Enc.) Mr. Kenneth C. Dippel, w/firm

25th
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ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

January 28, 2004

VIA FACSIMILE (972) 450-7065

Ms. Carolyn Burgette
Accounting Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

VIA FACSIMILE (972) 450-2837

Mr. Steve Chutchian
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Parcel 5 (Heritage Inn), Arapaho Extension of Road Project

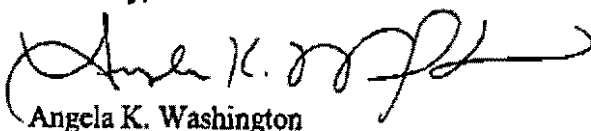
Dear Carolyn and Steve:

In connection with Parcel 5, Arapaho Road Project, enclosed are the following documents:

1. A copy of the executed Purchaser's Settlement Statement; and
2. A copy of the executed and approved Contract of Sale.

Wiring instructions are also enclosed. Once the money has been forwarded to Republic Title, it will forward the purchase price to the Seller. Please let me know if you need anything further. Thank you for your assistance.

Sincerely,



Angela K. Washington

AKW/yjr
Attachments

c w/o Attachments: Mr. Mike Murphy *Via Facsimile (972) 450-2837*
Mr. Kenneth C. Dippel, w/firm

DALLAS TYLER

901 MAIN STREET SUITE 4000 DALLAS, TEXAS 75202-3793
TEL 214.672.2000 FAX 214.672.2020
WWW.COWLESTHOMPSON.COM

Document #: 1090713

TOTAL P.02

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A Professional Corporation

ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: January 28, 2004 Time: _____Total Number of Pages (including this sheet): 2Normal/Rush: Normal Client/Matter #: 3305/62006

TO: (1) Mike Murphy FAX: 972.450.2837 PHONE:

FROM: Angela K. Washington Direct Dial #: (214) 672-2144

MESSAGE: RE: Parcel 5 (Heritage Inn), Arapaho Extension of Road Project

IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,
PLEASE CALL

Yolanda Rodriguez at (214) 672-2629

Thank you.

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DALLAS TYLER

901 MAIN STREET SUITE 4000 DALLAS, TEXAS 75202-3793
TEL 214.672.2000 FAX 214.672.2020
WWW.COWLESTHOMPSON.COM

WHILE YOU WERE OUT

FOR Man DATE 6/5 TIME 10:08 A.M.
P.M.

M. Rick Larsen
OF

PHONE FAX MOBILE
AREA CODE 701 NUMBER 225-1167 EXTENSION

MESSAGE Please. Please
Call.

- PHONED
- RETURNED YOUR CALL
- PLEASE CALL
- WILL CALL AGAIN
- CAME TO SEE YOU
- WANTS TO SEE YOU

SIGNED

WHILE YOU WERE OUT

FOR	<i>New</i>	DATE	<i>6/4</i>	TIME	<i>11:40</i>	A.M. P.M.
M.	<i>Rick Larson</i>					PHONED
OF						RETURNED YOUR CALL
PHONE	<input type="checkbox"/> FAX	<input type="checkbox"/> MOBILE	AREA CODE	NUMBER	EXTENSION	PLEASE CALL
MESSAGE	<i>Pls. call the Address</i>					WILL CALL AGAIN
	<i>Restaurant Lots 4 & 5 - The</i>					CAME TO SEE YOU
SIGNED	<i>Hotel Card</i>					WANTS TO SEE YOU

Passed
1-27-04

DATE SUBMITTED: January 21, 2004
FOR COUNCIL MEETING: January 27, 2004


Council Agenda Item

SUMMARY:

This item is for the consideration of a resolution approving the purchase of a 0.0790 acre tract of land for a temporary construction easement and approving the fee simple purchase of a 0.1934 acre tract of land for permanent right-of-way, both tracts generally located at 4455 Belt Line Road, approving a contract of sale for said purchases, and providing an effective date.

FINANCIAL IMPACT:

Budgeted Amount: N/A
Cost: \$60,868.65
Source of Funds: Funds are available from Year 2002 General Obligation Bond Program, Project No. 83300.

.1934 * \$43,560


BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho road, Phase III project. Approximately 0.1934 acre of permanent right-of-way adjacent to the proposed extension of Arapaho Road (see attached Parcel 5 map) is required as part of the proposed roadway improvements. A 0.0790 acre temporary construction easement (see attached Parcel 5-TE map) is also necessary to complete the project. This parcel is a portion of Lots 4 & 5, Addison Restaurant Park, and is owned by Heritage Inn Number XIII/Tharaldson Development. In January 2002, the firm of Evaluation Associates performed an appraisal of the value of the proposed fee-simple taking. The appraisal of the 0.1934 acre of right-of-way and 0.0790 acre of temporary construction easement on this site resulted in a Total Compensation value of \$60,868.65. This value represents a reduction in compensation that was originally submitted to Council, in the amount of \$140,700.00, for consideration in June 2002. Public Works staff determined that a lesser amount of right-of-way acquisition was actually necessary at this location, in order to complete project requirements.

COST
7.20/60FT

RECOMMENDATION:

It is recommended that Council approve a resolution for the purchase of a 0.0790 acre tract of land for a temporary construction easement and approve the fee simple purchase of a 0.1934 acre tract of land for permanent right-of-way, both tracts generally located at 4455 Belt Line Road, approve a contract of sale for said purchases, and providing an effective date.

140,700/

ORIG. .5792 ac * \$43,560 =

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING THE PURCHASE OF A TEMPORARY CONSTRUCTION EASEMENT IN A 0.0790 TRACT OF LAND AND APPROVING THE FEE SIMPLE PURCHASE OF A 0.1934 ACRE TRACT OF LAND FOR PERMANENT RIGHT-OF-WAY, BOTH TRACTS GENERALLY LOCATED AT 4455 BELT LINE ROAD; APPROVING A CONTRACT OF SALE FOR SAID PURCHASES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed Arapaho Road Extension Project is currently underway, which includes right-of-way acquisitions; and

WHEREAS, a tract of land approximately 0.1934 acres in size (as described in Exhibit B to the Contract of Sale attached hereto and incorporated herein) is required for permanent right-of-way in connection with the proposed extension to Arapaho Road; and

WHEREAS, a tract of land approximately 0.0790 acres in size (as described in Exhibit C to the Contract of Sale attached hereto and incorporated herein) is required for the construction of said right-of-way; and

WHEREAS, the owner of said tracts has agreed to convey the necessary easement and property to the Town of Addison for \$60,868.65; and

WHEREAS, the owner has executed a Contract of Sale regarding the conveyance of such easement and property for said amount subject to approval by the City Council, which agreement is attached hereto and incorporated herein; Now, Therefore,

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

Section 1. That the City Council has determined that \$60,868.65 is reasonable compensation for the fee simple tract and temporary construction easement described in Exhibits B and C of the Contract of Sale attached hereto and incorporated herein to be acquired and all damages to the property remaining, and does hereby authorize the acquisition of said property and easement for the construction and extension of Arapaho Road.

Section 2. That the City Council does hereby approve the Contract of Sale attached hereto regarding the purchase of the property and the easement described herein, and hereby authorizes the City Manager to take such other and further action as may be necessary to acquire the property.

Section 3. That the City Finance Director be and is hereby authorized to draw a check in favor of Heritage Inn Number XIII, Limited Partnership, or the current owner(s) of record, in the amount of \$60,868.65.

Section 4. That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 27th day of January, 2004.

R. Scott Wheeler, Mayor

ATTEST:

Carmen Moran, City Secretary

APPROVED AS TO FORM:

Ken C. Dippel, City Attorney

CONTRACT OF SALE

This Contract of Sale (this "Contract") is made and entered into by and between Heritage Inn Number XIII, Limited Partnership (the "Seller") and the Town of Addison, Texas (herein sometimes referred to as the "Buyer").

WITNESSETH:

WHEREAS, Seller is the sole owner of the real property located in the Town of Addison and described in Exhibit A attached hereto and incorporated herein (the **Entire Tract**); and

WHEREAS, the Town of Addison intends to construct an extension of Arapaho Road through the Town (the **Arapaho Road Phase III Extension**), part of which will be located upon and across a portion of the Entire Tract (which portion is described in Exhibit B attached hereto and incorporated herein (and referred to herein as the **Property**)); and

WHEREAS, during and in connection with the construction of the part of the Arapaho Road Phase III Extension which will be located upon and across the Property, the Town will need to use another portion of the Entire Tract (the **Easement Area**, described in Exhibit C attached hereto and incorporated herein) for temporary construction purposes (the **Temporary Construction Easement**); and

WHEREAS, Buyer desires to acquire the Property for street right-of-way and other public purposes and to acquire the Temporary Construction Easement in connection with the construction of the Arapaho Road Phase III Extension, and Seller desires to sell and convey the Property and the Temporary Construction Easement to Buyer; and

WHEREAS, Seller and Buyer desire to enter into this Contract setting forth the terms and conditions of such sale;

NOW, THEREFORE, Seller and Buyer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I Defined Terms

1.1 **Definitions.** As used herein, the following terms shall have the meanings indicated:

"**Closing**" means the consummation of the purchase of the Property by Buyer from Seller in accordance with Article VII.

"**Closing Date**" means the date specified in Section 7.1 on which the Closing is to be held.

"**Deed**" means the Warranty Deed to be executed by Seller in favor of Buyer, the form of which is attached hereto as Exhibit D and incorporated herein.

"Easement Area" means the real property described in Exhibit C attached hereto and incorporated herein.

"Effective Date" means the date on which Buyer and Seller have both fully executed this Contract.

"Entire Tract" means the real property described in Exhibit A attached hereto and incorporated herein.

"Permitted Exceptions" means, with respect to the Property, all validly existing and presently recorded public utility easements and building set back lines.

"Property" means that certain tract of land described in Exhibit B, attached hereto and incorporated herein, together with any building or other structure or improvements, including, without limitation, fixtures, presently situated thereon, and together with all privileges, easements, and other rights appurtenant thereto.

"Purchase Price" means the total consideration to be paid by Buyer to Seller for the purchase of the Property as set forth in Section 3.1.

"Remainder Tract" means the Entire Tract save and except the Property.

"Temporary Construction Easement" means the Temporary Construction Easement on, across, in, over, under, and through the Easement Area as described in, and in the form attached hereto as, Exhibit E.

"Title Company" means Republic Title of Texas, Inc., 2626 Howell Street, 10th Floor, Dallas, Texas 75204.

1.2 Other Defined Terms. Certain other defined terms shall have the respective meanings assigned to them elsewhere in this Contract.

ARTICLE II

Agreement of Purchase and Sale

2.1 Agreement. On the terms and conditions stated in this Contract, Seller hereby agrees to sell and convey the Property and the Temporary Construction Easement to Buyer, and Buyer, in consideration of the performance of the agreements of Seller contained in this Contract and in reliance on the representations and warranties of Seller contained in this Contract, hereby agrees to purchase the Property and the Temporary Construction Easement from Seller.

ARTICLE III

Purchase Price

3.1 Purchase Price. The Purchase Price to be paid by Buyer to Seller is \$58,975.00 for the Property and \$1,893.65 for the Temporary Construction Easement, for a total Purchase Price of \$60,868.65. The Purchase Price is payable by Buyer in cash at Closing.

ARTICLE IV
Representations, Warranties and Covenants

4.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Seller has the full right, power, and authority to sell and convey the Property and the Temporary Construction Easement as provided in this Contract and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations hereunder has been, or by the Closing will have been, taken.

(b) Seller has not received notice from any governmental authority that there are, to the best of Seller's information, knowledge, and belief, there does not exist, and Seller has not used or deposited (and to the best of Seller's knowledge no prior owner or current or prior tenant has used or deposited), any Hazardous Substances, as hereinafter defined, at, on, or under the Property or the Easement Area in violation of the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the Clean Air Act, all so-called Federal, State and Local "Superfund" and "Superlien" statutes, and all other statutes, laws, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning any hazardous substances (collectively the "Hazardous Substance Laws"). For purposes of this Contract, the terms Hazardous Substances shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance Laws. Hazardous Substances shall also include Radon gas and asbestos.

(c) The Property and the Easement Area and all parts thereof are not now subject to any litigation, or other legal or administrative proceedings, and Seller has no knowledge of any facts that might result in any such litigation or proceedings. Seller has not received notice from any governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property or the Easement Area, or any part thereof, by reason of a violation of any federal, state, county or city statute, ordinance, code, rule or regulation or stating that any investigation is being commenced or is contemplated regarding any of the foregoing.

4.2 Buyer's Representations and Warranties. Buyer has the full right, power, and authority to buy the Property and to acquire the Temporary Construction Easement as provided in this Contract and to carry out Buyer's obligations hereunder.

ARTICLE V
Title

5.1 Title Policy. At the Closing, Seller, at Buyer's sole cost and expense, shall cause a standard Texas owner's policy of title insurance (the "Title Policy") to be furnished to Buyer. The Title Policy shall be issued by the Title Company in the amount of \$60,868.65, and insuring that the Buyer has indefeasible fee simple title to the Property. The Title Policy may contain

only the standard printed exceptions and the Permitted Exceptions (except as otherwise provided in Paragraph 7.2 and other provisions hereof).

ARTICLE VI
Conditions to Buyer's Obligations

6.1 Conditions to Buyer's Obligations. The obligations of Buyer hereunder to consummate the transaction contemplated hereby are subject to the satisfaction, as of the Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing):

(a) All representations and warranties of the Seller shall be true on and as of the Closing Date.

(b) The Property and the Easement Area, or any part thereof, shall not have been and shall not be threatened to be affected in any way as a result of litigation, any action by the United States or any other governmental authority, flood or act of God.

ARTICLE VII
Closing

7.1 Date and Place of Closing. The Closing shall take place in the offices of the Title Company. The Closing Date shall be thirty (30) days after the Effective Date. The Closing Date may be extended or accelerated by the mutual agreement of the parties.

7.2 Items to be Delivered at the Closing.

(a) **Seller.** At the Closing, Seller shall deliver or cause to be delivered to Buyer the following items:

(i) The Deed, duly executed and acknowledged by Seller, subject only to the Permitted Exceptions;

(ii) The Temporary Construction Easement, duly executed and acknowledged by Seller;

(iii) An affidavit, in a form reasonably acceptable to Buyer, in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder, stating under penalty of perjury the Seller's United States identification number and that Seller is not a non-resident alien; provided, however, that if Seller fails to deliver this affidavit, Buyer shall be entitled to withhold from the Purchase Price and pay to the Internal Revenue Service the amounts required by Section 1445, and applicable regulations promulgated thereunder;

(iv) The Title Policy;

(v) Sufficient evidence that Seller has authority to sell the Property and to convey the Temporary Construction Easement and to execute all closing documents on behalf of Seller; and

(vi) Such other documents as the Title Company may request in order to close this Contract and issue the Title Policy (including, without limitation, such affidavits as the Title Company may reasonably request in order that the Title Policy will not contain exceptions for parties in possession or tenants in possession under unrecorded leases, or to the extent necessary to determine that the Seller is not the same individual as may be identified in any abstracts of judgment, bankruptcy filings, that there are no unpaid debts for work that has been done or materials furnished in connection with the Property or the Easement Area and that there are no unrecorded mechanic's or materialmen's liens upon the Property or the Easement Area, etc.).

(b) **Buyer.** At the Closing, Buyer shall deliver to Seller:

(i) The Purchase Price; and

(ii) Such other documents as the Title Company may request in order to close this Contract and issue the Title Policy.

7.3 Property Taxes. Seller shall assume the obligation to pay property taxes and assessments for the current year 2003 through the date of closing.

7.4 Possession. At Closing, Seller shall deliver possession of the Property to Buyer. Possession of the Easement Area by the Town of Addison shall be as set forth and in accordance with the Temporary Construction Easement.

7.5 Costs of Closing. Buyer shall pay all recording fees attributable to the transfer of title to the Property and the conveyance of the Temporary Construction Easement and all of the closing or escrow fees of the Title Company. Each party shall pay its own attorneys' fees and expenses.

ARTICLE VIII Post-Closing Obligations

8.1 Access. Buyer and Seller hereby agree that Seller shall have a single point of ingress and egress between the Remainder Tract and the completed Arapaho Road Phase III Extension (the Access) which shall be located at or about that location shown on the preliminary drawing of the associated improvements attached hereto as Exhibit F. Buyer shall provide all necessary engineering and construction improvements in connection with the access curb cut and the associated improvements; provided, however, that matters related to the Access, including, without limitation, the location of the Access and its dimension, may be adjusted, modified, or reconfigured in the sole discretion of the Town of Addison after notice to Seller. This provision shall not be interpreted to limit the authority of the Town with respect to the design or use of its streets.

ARTICLE IX
Defaults and Remedies

9.1 Seller's Defaults; Buyer's Remedies. In the event that Seller should fail to consummate the transaction contemplated herein for any reason, except Buyer's default, Buyer, as its sole and exclusive remedy, may either: (i) terminate this Contract by written notice delivered to Seller on or before the Closing Date, or (ii) enforce specific performance of this Contract against Seller requiring Seller to convey the Property and the Temporary Construction Easement to Buyer. Buyer shall also be entitled to pursue condemnation of the Property and the Temporary Construction Easement.

9.2 Buyer's Default; Seller's Remedies. In the event that Buyer should fail to consummate the transaction contemplated herein for any reason, except default by Seller or the nonsatisfaction of any of the conditions to Buyer's obligations, set forth herein, Seller, as its sole and exclusive remedy, may terminate this Contract by written notice delivered to Buyer on or before the Closing Date.

ARTICLE X
Miscellaneous

10.1 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered, upon the earlier to occur of (a) actual receipt, and (b) upon the deposit of the original in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, addressed as follows:

Seller:

Mark Knutson
Tharaldson Companies
1201 Page Drive
Fargo, North Dakota 58103

Buyer:

The Town of Addison
P.O. Box 9010
5300 Belt Line Road
Addison, Texas 75001-9010
Attn: Carmen Moran

With a copy to:

Angela K. Washington
Cowles & Thompson, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202

10.2 Governing Law. This Contract is being executed and delivered, and is intended to be performed in the State of Texas and the laws of Texas govern the validity, construction, enforcement, and interpretation of this Contract.

10.3 Entirety and Amendments. This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property, the Temporary Construction Easement, and other matters set forth herein, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

10.4 Parties Bound. This Contract is binding upon and inures to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors, and assigns.

10.5 Further Acts. In addition to the acts and deeds recited in this Contract and contemplated to be performed, executed, and/or delivered by Seller to Buyer, Seller and Buyer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all further acts, deeds, and assurances as are reasonably necessary to consummate the transactions contemplated hereby.

10.6 Survival. Except as otherwise provided herein, all warranties, representations and agreements contained herein shall survive the Closing hereof.

10.7 Counterpart Execution. This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

10.8 Assignment. Buyer shall have no power or right to assign this Contract without the prior written consent of Seller.

10.9 Maintenance of the Property. Between the Effective Date and the Closing, Seller shall:

(a) Maintain the Property in good repair, reasonable wear and tear accepted, except that in the event of a fire or other casualty, damage or loss, Seller shall have no duty to repair said damage other than as provided in this Contract;

(b) Advise Buyer promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller has knowledge or notice;

(c) Immediately notify Buyer of any material injury or damage to the Property or any portion thereof;

(d) Not, without the prior written consent of the Buyer, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for the lien for ad valorem taxes on the property which are not delinquent) security interest, encumbrance or charge, or conditional sale or other title retention document, other than the Permitted Exceptions for matters that will be released or bonded around, at or prior to Closing, and should any of the foregoing become attached hereafter

in any manner to any part of the Property without the prior written consent of Buyer, Seller shall cause the same to be promptly discharged and released; and

(e) Not and shall use best efforts not to allow and permit the release of Hazardous Materials of any kind in, under, or above the improvements or into or onto the surface water, ground water, soil or subsurface of the Property.

Executed: June 10th, 2003 SELLER:

Heritage Inn Number XIII, Limited Partnership

By: Midwest Heritage Inn, Inc., its General Partner

By: Gary Tharaldson
Gary Tharaldson, President

Executed: June 12, 2003 BUYER:

Town of Addison, Texas

By: R. Whitehead
Ron Whitehead, City Manager

EXHIBIT A

PROPERTY DESCRIPTION

BEING a tract of land situated in the Edward Cook Survey, Abstract No. 326, Dallas County, Texas, said tract being a part of the Addison Restaurant Park, an Addition in the City of Addison, Texas as recorded in Volume 88066, Page 4219, Map Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the Northeast corner of Addison Oaks Addition, Lot 1, an Addition in the City of Addison as recorded in Volume 90012, Page 3378, Map Records, Dallas County, Texas, said iron rod also being situated in the West line of Lot 1, Block 1, of Beltwood Reservoir Addition, an addition in the City of Addison as recorded in Volume 90012, Page 3386, Map Records, Dallas County, Texas, said iron rod further being N 00° 43' 00" E, a distance of 400.34 feet from the North line of Beltline Road (a 100' ROW);

THENCE: N 00° 43' E, a distance of 70.85 feet to a 1/2" iron rod set for corners and being the TRUE PLACE OF BEGINNING;

THENCE: N 89° 51' 01" W, a distance of 397.64 to a 1/2" iron rod set in the East line of Lot 1, Addison Oaks Addition, an addition in the City of Addison, as recorded in Volume 89166, Page 1974, Map Records, Dallas County, Texas;

THENCE: N 00° 08' 59" E, a distance of 21.50 feet along the East line of Lot 1, Addison Oaks Addition to a 1/2" iron rod found at the Northeast corner of said Lot 1, Addison Oaks Addition;

THENCE: N 89° 51' 01" W, along the North line of Lot 1, Addison Oaks Addition 300.00 feet to a 1/2" iron rod found in the East line of Roadway Inn Addition, an addition in the City of Addison, as recorded in Volume 81052, Page 775, Map Records, Dallas County, Texas;

THENCE: N 00° 08' 59" W, along the East line of the Roadway Inn Addition, a distance of 221.05 feet to the Northeast Corner of said Addition, also being in the South ROW line of Arapaho Road (a 60' ROW);

THENCE: N 86° 21' 00" E, a distance of 526.99 along the South ROW line of Arapaho Road to a 1/2" iron rod set for angle;

THENCE: N 80° 53' 00" E, along the South line of Arapaho Road, a distance of 177.16 feet to a 5/8" iron rod found for corners in the West line of Beltwood Reservoir Addition;

THENCE: S 00° 43' 00" W, along the West line of said Beltwood Reservoir Addition, a distance of 106.16 feet to the PLACE OF BEGINNING and Containing 4.1525 acres of land

97018 00075

EXHIBIT B

Parcel 5
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.1934 acre (8,425 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", a addition to the Town of Addison as evidenced by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.1934 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod found for the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication;

THENCE, SOUTH 80°11'36" WEST (called North 80°53'00" East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road for the **POINT OF BEGINNING** of the herein described tract;

EXHIBIT B

PARCEL 5 - ARAPAHO ROAD PROJECT

THENCE, SOUTHWESTERLY, departing said line and along the proposed South right of way line of Arapaho Road and the arc of a non-tangent curve to the right having a radius of 1,177.92 feet, a central angle of 18°35'31", a chord bearing South 80°43'26" West for 380.55 feet, passing at an arc distance of 290.95 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 382.22 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH 89°58'49 WEST, continuing along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to a 5/8 inch iron rod set in the South line of said 24 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said line and along the South line of said 24 foot wide right of way dedication, passing at a distance of 355.11 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total distance of 493.84 feet to an angle point;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), continuing along said line, a distance of 148.35 feet to the POINT OF BEGINNING;

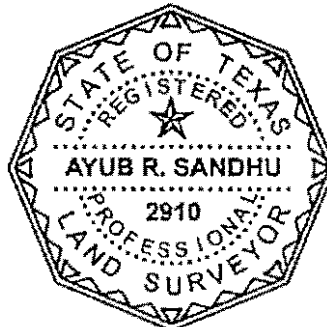
CONTAINING an area of 0.1934 acres or 8,425 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 2-28-03
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



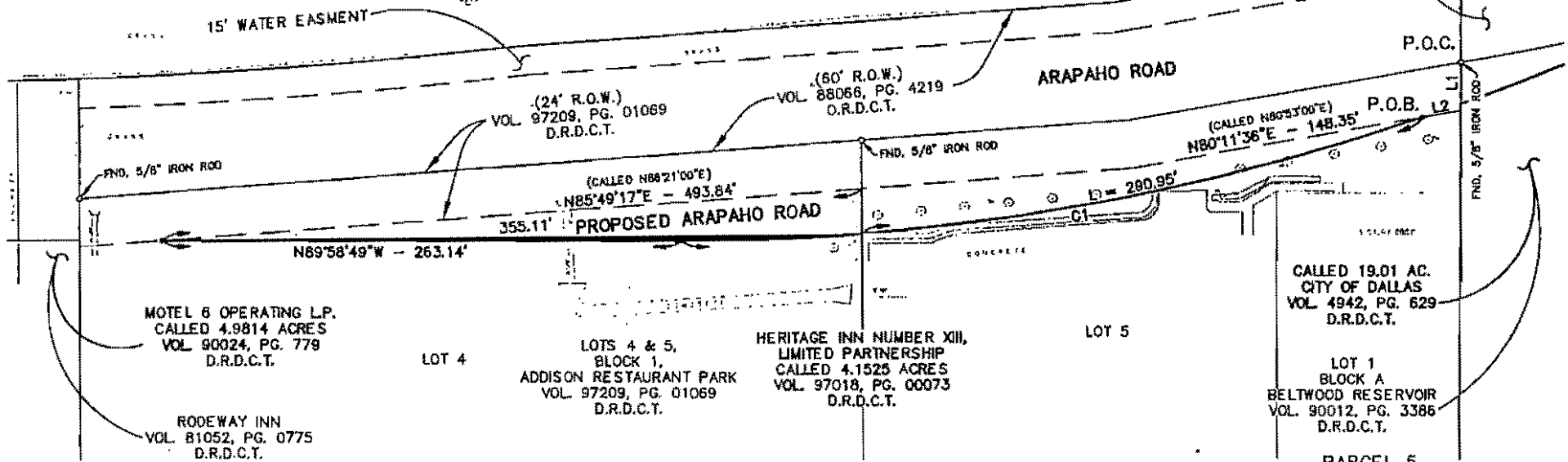
LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'19" W	500°43'00"W	24.40'	-
L2	S 80°11'36" W	N80°53'00"E	19.75'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	18°35'31"	1177.92'	382.22'	S80°43'26"W - 380.55'

EXHIBIT B

EDWARD COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
VOL. 4942, PG. 629
D.R.D.C.T.



NOTES:

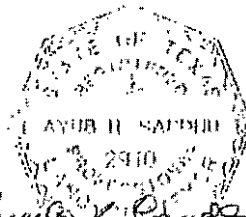
ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, O.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED

— PROPOSED RIGHT OF WAY LINE



Ayub H. Sadiqi
2-28-03



GRAPHIC SCALE
1 INCH = 60 FT.

EXHIBIT C

Parcel 5-TE
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0790 acre (3,443 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", a addition to the Town of Addison as evidenced by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.0790 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication for the POINT OF BEGINNING of the herein described tract;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), continuing along said common line, a distance of 1.94 feet to the beginning of a non tangent curve to the right;

EXHIBIT C

PARCEL 5-TE - ARAPAHO ROAD PROJECT

THENCE, SOUTHWESTERLY, departing said common line and along said curve to the right having a 1,182.92 feet, a central angle of 19°30'28", a chord bearing South 80°15'57" West for 400.81 feet, passing at an arc distance of 311.44 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 402.75 feet to the point of tangency of said curve;

THENCE, NORTH 89°58'49 WEST, a distance of 305.05 feet to a point in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. as evidenced by the deed recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00°24'10" WEST (called North 00°08'59" West), along said common line, a distance of 1.92 feet to the Southwest corner of said 24 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 42.04 feet to a point in the proposed South right of way line of Arapaho Road;

THENCE, SOUTH 89°58'49 EAST, departing said line and along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to the point of curvature of a tangent curve to the left;

THENCE, NORTHEASTERLY, continuing along said proposed South right of way line of Arapaho Road and the arc of said curve to the left having a radius of 1,177.92 feet, a central angle of 18°35'31", a chord bearing North 80°43'26" East for 380.55 feet, passing at an arc distance of 91.27 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total arc distance of 382.22 feet to a point in the South line of said 24 foot wide right of way dedication;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), departing said proposed right of way line and along the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to the POINT OF BEGINNING;

EXHIBIT C

PARCEL 5-TE - ARAPAHO ROAD PROJECT

CONTAINING an area of 0.0790 acres or 3,443 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 2-28-03
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

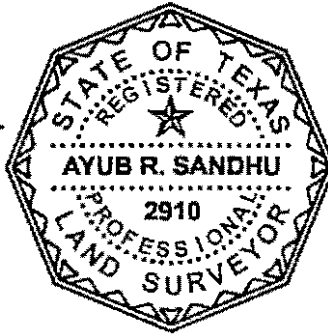


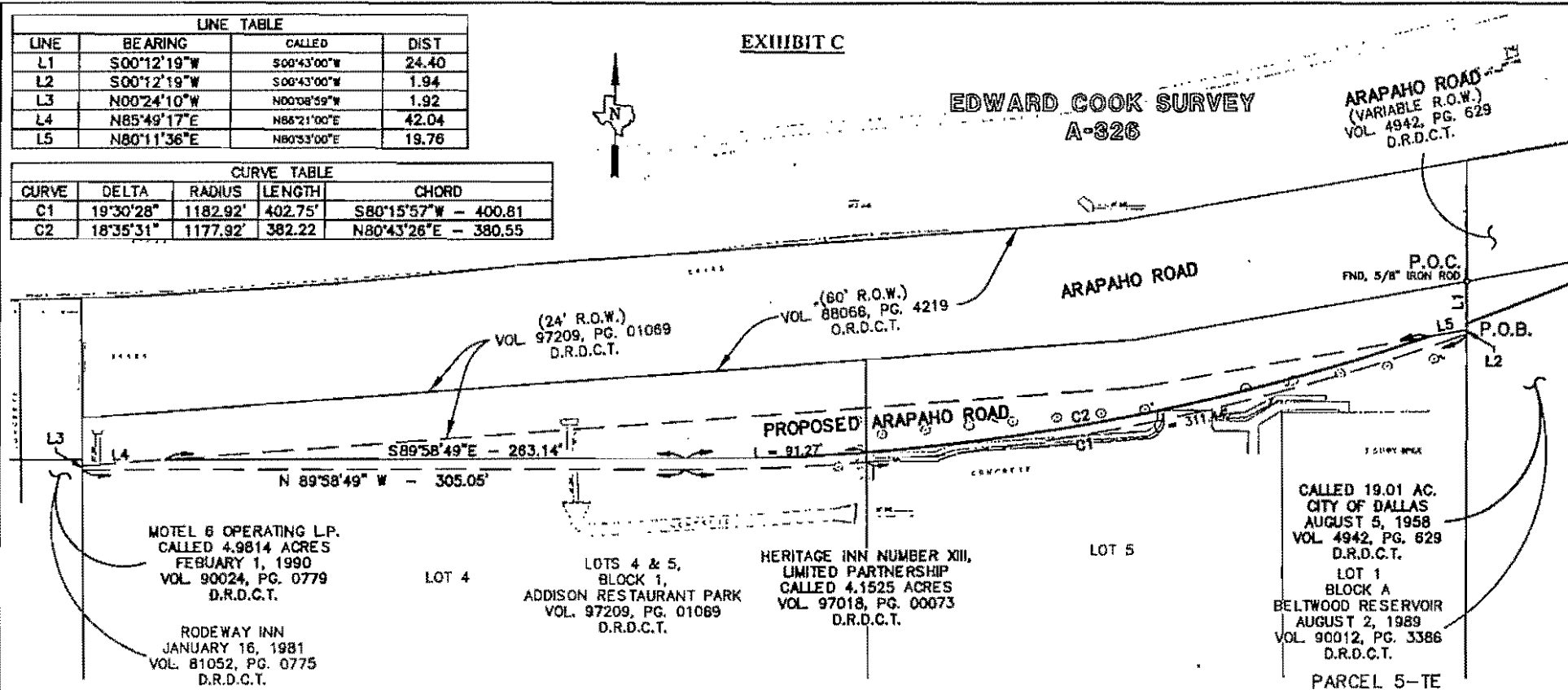
EXHIBIT C

LINE TABLE			
LINE	BEARING	CALLED	DIST
L1	S00°12'19"W	S00°43'00"W	24.40
L2	S00°12'19"W	S00°43'00"W	1.94
L3	N00°24'10"W	N00°08'59"W	1.92
L4	N85°49'17"E	N85°21'00"E	42.04
L5	N80°11'36"E	N80°33'00"E	19.76

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	19°30'28"	1182.92'	402.75'	S80°15'57"W - 400.81
C2	18°35'31"	1177.92'	382.22'	N80°43'28"E - 380.55

EDWARD COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
VOL. 4942, PG. 629
D.R.D.C.T.



NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE

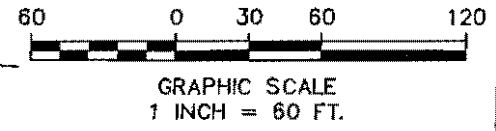
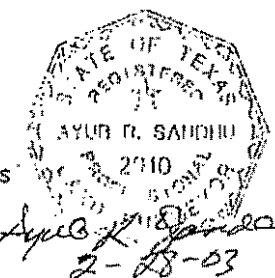


EXHIBIT D

After Recording Return To:
Angela K. Washington
Cowles & Thompson, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

RIGHT-OF-WAY DEED

DATE: _____, 2003

GRANTOR: HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP
1201 Page Drive
Fargo, ND 58103

GRANTEE: TOWN OF ADDISON, TEXAS
5300 Belt Line Road
Addison, TX 75001
(Dallas County, Texas)

CONSIDERATION:

Fifty Eight Thousand Nine Hundred Seventy Five DOLLARS AND No/100 (\$58,975.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A tract of land, herein referred to as Parcel 5, containing approximately 8,425 square feet of land, and more particularly described in Exhibit A (Parcel 5 Field Note Description), and depicted on Exhibit B (Parcel 5 Survey Depiction), which are attached hereto and incorporated herein by reference.

CONVEYANCE:

For the consideration described above, Grantor hereby grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

MISCELLANEOUS:

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

EXHIBIT D

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the day first written above.

Heritage Inn Number XIII, Limited Partnership

By: Midwest Heritage Inn, Inc., its General Partner

By: *Gary Tharaldson*
Gary Tharaldson, President

STATE OF NORTH DAKOTA §
 §
COUNTY OF CASS §

Before Me, the undersigned notary public in and for said county and state, on this 10th day of June, 2003, personally appeared Gary Tharaldson, President of Midwest Heritage Inn, Inc., known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

Lori Kasowski
Notary Public, State of North Dakota
Print Name: Lori Kasowski

My Commission Expires:
Nov. 21, 2006

[SEAL]

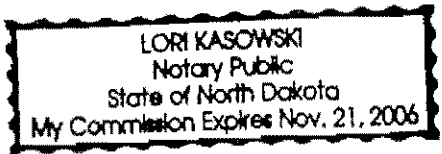


EXHIBIT E

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF DALLAS §

THAT HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP, a North Dakota Partnership, hereinafter called GRANTOR, for and in consideration of the sum of One Thousand Eight Hundred Ninety Three DOLLARS AND 65/100 (\$1,893.65) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and State of Texas, a temporary easement and right of passage in, on, over, across, along, under and through a portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is shown and depicted on Exhibit B, attached to and incorporated herein, for the purpose of constructing a roadway to be known as Arapaho Road. The Easement Area is described as follows:

See attached Exhibit A (Field Note Description for Parcel 5-TE), which is made a part of this easement as if fully copied herein.

This temporary construction easement shall only be used by GRANTEE and its contractors in connection with the construction of a public right-of-way adjacent to the Easement Area. GRANTEE shall restore the Easement Area to the condition that existed before the construction of the roadway.

This temporary easement shall terminate 24 months from the date of the Notice to Proceed with construction under the construction contract for the roadway adjacent to the Easement Area, or upon completion of the construction of the portion of the roadway adjacent to the Easement Area, whichever is earlier.

TO HAVE AND TO HOLD unto the Town of Addison, Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement and Easement Area described above. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and defend all and singular the Easement Area to Grantee for the duration and purposes set out herein against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 10th day of June, 2003.

GRANTOR
Heritage Inn Number XIII, Limited Partnership
By: Midwest Heritage Inn, Inc., its General Partner
By: Gary Tharaldson
Print Name: Gary Tharaldson
Print Title: J J PRESIDENT

EXHIBIT E

STATE OF North Dakota §
COUNTY OF Cass §

10th BEFORE ME, the undersigned notary public in and for said county and state, on this day of June, 2003, personally appeared Gary Charalson, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

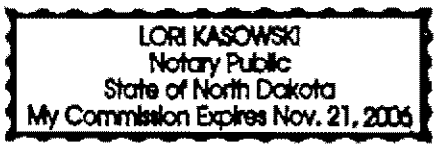
GIVEN UNDER my hand and seal of office the day and year last above written.

Lori Kasowski
Notary Public, State of North Dakota
Print Name: Lori Kasowski

MY COMMISSION EXPIRES:

Nov. 21, 2006

[SEAL]



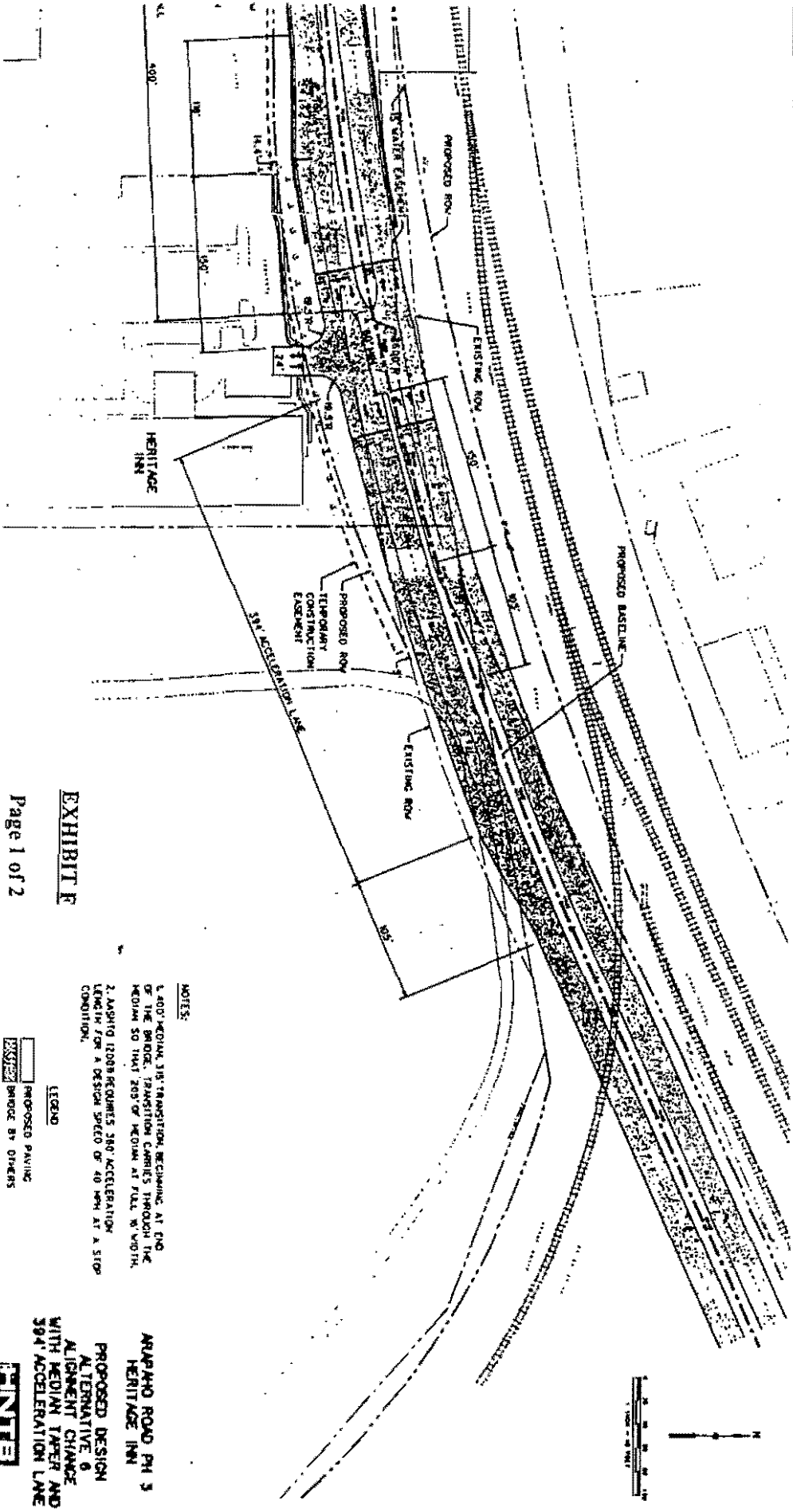


EXHIBIT F

NOTES:

1. 400' MEDIAN 318' TRANSITION BEHAVIOR AT END OF THE BRIDGE. TRANSITION CARRIES THROUGH THE MEDIAN SO THAT 200' OF MEDIAN AT FULL W. WIDTH.
2. ASPHALT 1200'S REQUIRES 394' ACCELERATION LENGTH FOR A DESIGN SPEED OF 40 MPH AT A STOP CONDITION.

LEGEND

-  PROPOSED PAVING
-  BRIDGE BY OTHERS

ARABHO ROAD PH 3
 ALTERNATIVE 6
 ALIGNMENT CHANGE
 WITH MEDIAN TAPER AND
 394' ACCELERATION LANE



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

After Recording Return To:
Angela K. Washington
Cowles & Thompson, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202

RIGHT-OF-WAY DEED

DATE: _____, 2003

GRANTOR: HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP
1201 Page Drive
Fargo, ND 58103

GRANTEE: TOWN OF ADDISON, TEXAS
5300 Belt Line Road
Addison, TX 75001
(Dallas County, Texas)

CONSIDERATION:

Fifty Eight Thousand Nine Hundred Seventy Five DOLLARS AND No/100 (\$58,975.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A tract of land, herein referred to as Parcel 5, containing approximately 8,425 square feet of land, and more particularly described in Exhibit A (Parcel 5 Field Note Description), and depicted on Exhibit B (Parcel 5 Survey Depiction), which are attached hereto and incorporated herein by reference.

CONVEYANCE:

For the consideration described above, Grantor hereby grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

MISCELLANEOUS:

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the day first written above.

Heritage Inn Number XIII, Limited Partnership

By: Midwest Heritage Inn, Inc., its General Partner

By: *Gary Tharaldson*
Gary Tharaldson, President

STATE OF NORTH DAKOTA

§
§
§

COUNTY OF CASS

Before Me, the undersigned notary public in and for said county and state, on this 10th day of JUNE, 2003, personally appeared Gary Tharaldson, President of Midwest Heritage Inn, Inc., known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

Lori Kasowski
Notary Public, State of North Dakota
Print Name: Lori Kasowski

My Commission Expires:

Nov 21, 2006

[SEAL]

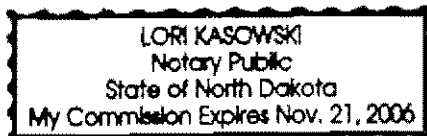


EXHIBIT A

Parcel 5
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.1934 acre (8,425 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", a addition to the Town of Addison as evidenced by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.1934 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod found for the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication;

THENCE, SOUTH 80°11'36" WEST (called North 80°53'00" East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road for the POINT OF BEGINNING of the herein described tract;

EXHIBIT A

PARCEL 5 - ARAPAHO ROAD PROJECT

THENCE, SOUTHWESTERLY, departing said line and along the proposed South right of way line of Arapaho Road and the arc of a non-tangent curve to the right having a radius of 1,177.92 feet, a central angle of $18^{\circ}35'31''$, a chord bearing South $80^{\circ}43'26''$ West for 380.55 feet, passing at an arc distance of 290.95 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 382.22 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH $89^{\circ}58'49''$ WEST, continuing along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to a 5/8 inch iron rod set in the South line of said 24 foot wide right of way dedication;

THENCE, NORTH $85^{\circ}49'17''$ EAST (called North $86^{\circ}21'00''$ East), departing said line and along the South line of said 24 foot wide right of way dedication, passing at a distance of 355.11 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total distance of 493.84 feet to an angle point;

THENCE, NORTH $80^{\circ}11'36''$ EAST (called North $80^{\circ}53'00''$ East), continuing along said line, a distance of 148.35 feet to the POINT OF BEGINNING;

CONTAINING an area of 0.1934 acres or 8,425 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S $89^{\circ}51'55''$ E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 2-28-03
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

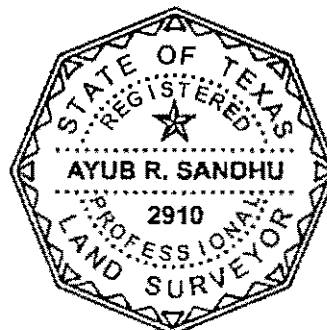


EXHIBIT "B"

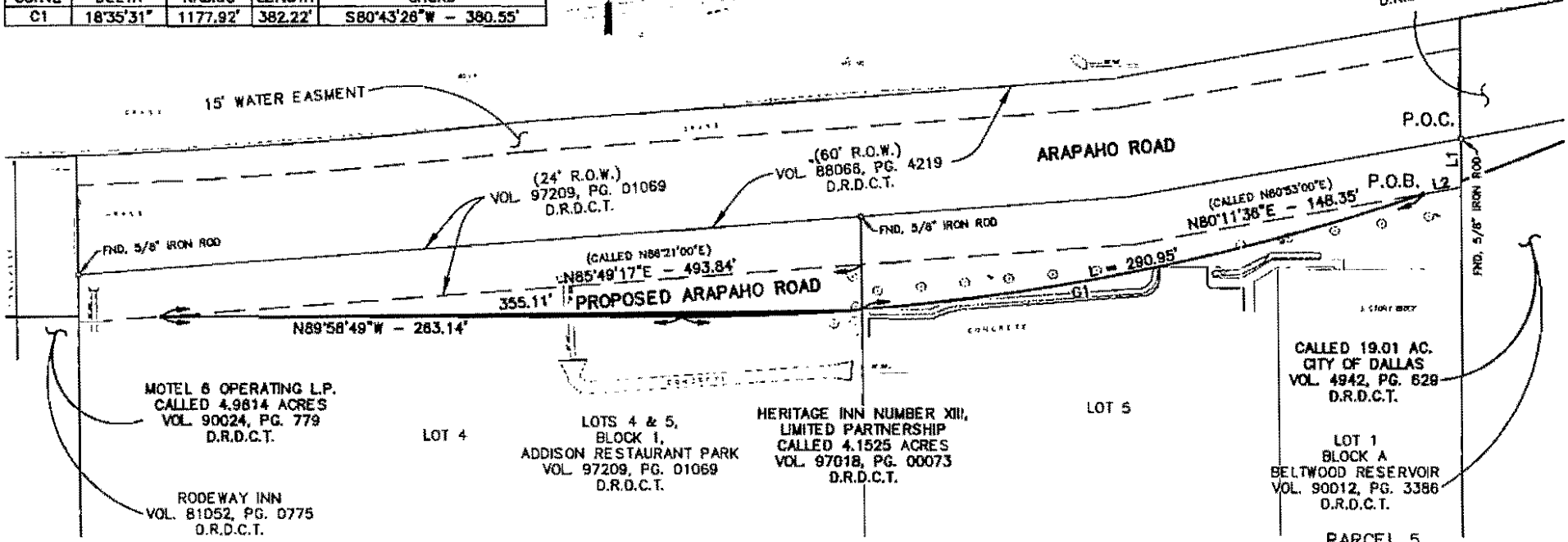
LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'19" W	S00°43'00"W	24.40'	-
L2	S 80°11'36" W	N80°53'00"E	19.76'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	18°35'31"	1177.92'	382.22'	S80°43'28"W - 380.55'



EDWARD COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
VOL. 4942, PG. 629
D.R.D.C.T.



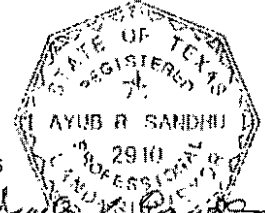
NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



GRAPHIC SCALE
1 INCH = 60 FT.

PARCEL 5
A PLAT OF A
0.1934 ACRE (8,425 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

MOTEL 8 OPERATING L.P.
CALLED 4.9814 ACRES
VOL. 90024, PG. 779
D.R.D.C.T.

RODEWAY INN
VOL. 81052, PG. 0775
D.R.D.C.T.

LOT 4

LOTS 4 & 5,
BLOCK 1,
ADDISON RESTAURANT PARK
VOL. 97209, PG. 01069
D.R.D.C.T.

HERITAGE INN NUMBER XIII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
VOL. 97018, PG. 00073
D.R.D.C.T.

LOT 5

CALLED 19.01 AC.
CITY OF DALLAS
VOL. 4942, PG. 629
D.R.D.C.T.

LOT 1
BLOCK A
BELTWOOD RESERVOIR
VOL. 90012, PG. 3386
D.R.D.C.T.

DATE SUBMITTED: January 21, 2004
FOR COUNCIL MEETING: January 27, 2004

Council Agenda Item

SUMMARY:

This item is for the consideration of a resolution approving the purchase of a 0.0790 acre tract of land for a temporary construction easement and approving the fee simple purchase of a 0.1934 acre tract of land for permanent right-of-way, both tracts generally located at 4455 Belt Line Road, approving a contract of sale for said purchases, and providing an effective date.

FINANCIAL IMPACT:

Budgeted Amount: N/A
Cost: \$60,868.65
Source of Funds: Funds are available from Year 2002 General Obligation Bond Program, Project No. 83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho road, Phase III project. Approximately 0.1934 acre of permanent right-of-way adjacent to the proposed extension of Arapaho Road (see attached Parcel 5 map) is required as part of the proposed roadway improvements. A 0.0790 acre temporary construction easement (see attached Parcel 5-TE map) is also necessary to complete the project. This parcel is a portion of Lots 4 & 5, Addison Restaurant Park, and is owned by Heritage Inn Number XIII/Tharaldson Development. In January 2002, the firm of Evaluation Associates performed an appraisal of the value of the proposed fee-simple taking. The appraisal of the 0.1934 acre of right-of-way and 0.0790 acre of temporary construction easement on this site resulted in a Total Compensation value of \$60,868.65. This value represents a reduction in compensation that was originally submitted to Council, in the amount of \$140,700.00, for consideration in June 2002. Public Works staff determined that a lesser amount of right-of-way acquisition was actually necessary at this location, in order to complete project requirements.

RECOMMENDATION:

It is recommended that Council approve a resolution for the purchase of a 0.0790 acre tract of land for a temporary construction easement and approve the fee simple purchase of a 0.1934 acre tract of land for permanent right-of-way, both tracts generally located at 4455 Belt Line Road, approve a contract of sale for said purchases, and providing an effective date.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING THE PURCHASE OF A TEMPORARY CONSTRUCTION EASEMENT IN A 0.0790 TRACT OF LAND AND APPROVING THE FEE SIMPLE PURCHASE OF A 0.1934 ACRE TRACT OF LAND FOR PERMANENT RIGHT-OF-WAY, BOTH TRACTS GENERALLY LOCATED AT 4455 BELT LINE ROAD; APPROVING A CONTRACT OF SALE FOR SAID PURCHASES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed Arapaho Road Extension Project is currently underway, which includes right-of-way acquisitions; and

WHEREAS, a tract of land approximately 0.1934 acres in size (as described in Exhibit B to the Contract of Sale attached hereto and incorporated herein) is required for permanent right-of-way in connection with the proposed extension to Arapaho Road; and

WHEREAS, a tract of land approximately 0.0790 acres in size (as described in Exhibit C to the Contract of Sale attached hereto and incorporated herein) is required for the construction of said right-of-way; and

WHEREAS, the owner of said tracts has agreed to convey the necessary easement and property to the Town of Addison for \$60,868.65; and

WHEREAS, the owner has executed a Contract of Sale regarding the conveyance of such easement and property for said amount subject to approval by the City Council, which agreement is attached hereto and incorporated herein; Now, Therefore,

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

Section 1. That the City Council has determined that \$60,868.65 is reasonable compensation for the fee simple tract and temporary construction easement described in Exhibits B and C of the Contract of Sale attached hereto and incorporated herein to be acquired and all damages to the property remaining, and does hereby authorize the acquisition of said property and easement for the construction and extension of Arapaho Road.

Section 2. That the City Council does hereby approve the Contract of Sale attached hereto regarding the purchase of the property and the easement described herein, and hereby authorizes the City Manager to take such other and further action as may be necessary to acquire the property.

Section 3. That the City Finance Director be and is hereby authorized to draw a check in favor of Heritage Inn Number XIII, Limited Partnership, or the current owner(s) of record, in the amount of \$60,868.65.

Section 4. That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 27th day of January, 2004.

R. Scott Wheeler, Mayor

ATTEST:

Carmen Moran, City Secretary

APPROVED AS TO FORM:

Ken C. Dippel, City Attorney

CONTRACT OF SALE

This Contract of Sale (this "Contract") is made and entered into by and between Heritage Inn Number XIII, Limited Partnership (the "Seller") and the Town of Addison, Texas (herein sometimes referred to as the "Buyer").

WITNESSETH:

WHEREAS, Seller is the sole owner of the real property located in the Town of Addison and described in Exhibit A attached hereto and incorporated herein (the **Entire Tract**); and

WHEREAS, the Town of Addison intends to construct an extension of Arapaho Road through the Town (the **Arapaho Road Phase III Extension**), part of which will be located upon and across a portion of the Entire Tract (which portion is described in Exhibit B attached hereto and incorporated herein (and referred to herein as the **Property**)); and

WHEREAS, during and in connection with the construction of the part of the Arapaho Road Phase III Extension which will be located upon and across the Property, the Town will need to use another portion of the Entire Tract (the **Easement Area**, described in Exhibit C attached hereto and incorporated herein) for temporary construction purposes (the **Temporary Construction Easement**); and

WHEREAS, Buyer desires to acquire the Property for street right-of-way and other public purposes and to acquire the Temporary Construction Easement in connection with the construction of the Arapaho Road Phase III Extension, and Seller desires to sell and convey the Property and the Temporary Construction Easement to Buyer; and

WHEREAS, Seller and Buyer desire to enter into this Contract setting forth the terms and conditions of such sale;

NOW, THEREFORE, Seller and Buyer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I **Defined Terms**

1.1 Definitions. As used herein, the following terms shall have the meanings indicated:

"Closing" means the consummation of the purchase of the Property by Buyer from Seller in accordance with Article VII.

"Closing Date" means the date specified in Section 7.1 on which the Closing is to be held.

"Deed" means the Warranty Deed to be executed by Seller in favor of Buyer, the form of which is attached hereto as Exhibit D and incorporated herein.

“**Easement Area**” means the real property described in Exhibit C attached hereto and incorporated herein.

“**Effective Date**” means the date on which Buyer and Seller have both fully executed this Contract.

“**Entire Tract**” means the real property described in Exhibit A attached hereto and incorporated herein.

“**Permitted Exceptions**” means, with respect to the Property, all validly existing and presently recorded public utility easements and building set back lines.

“**Property**” means that certain tract of land described in Exhibit B, attached hereto and incorporated herein, together with any building or other structure or improvements, including, without limitation, fixtures, presently situated thereon, and together with all privileges, easements, and other rights appurtenant thereto.

“**Purchase Price**” means the total consideration to be paid by Buyer to Seller for the purchase of the Property as set forth in Section 3.1.

“**Remainder Tract**” means the Entire Tract save and except the Property.

“**Temporary Construction Easement**” means the Temporary Construction Easement on, across, in, over, under, and through the Easement Area as described in, and in the form attached hereto as, Exhibit E.

“**Title Company**” means Republic Title of Texas, Inc., 2626 Howell Street, 10th Floor, Dallas, Texas 75204.

1.2 Other Defined Terms. Certain other defined terms shall have the respective meanings assigned to them elsewhere in this Contract.

ARTICLE II **Agreement of Purchase and Sale**

2.1 Agreement. On the terms and conditions stated in this Contract, Seller hereby agrees to sell and convey the Property and the Temporary Construction Easement to Buyer, and Buyer, in consideration of the performance of the agreements of Seller contained in this Contract and in reliance on the representations and warranties of Seller contained in this Contract, hereby agrees to purchase the Property and the Temporary Construction Easement from Seller.

ARTICLE III **Purchase Price**

3.1 Purchase Price. The Purchase Price to be paid by Buyer to Seller is \$58,975.00 for the Property and \$1,893.65 for the Temporary Construction Easement, for a total Purchase Price of \$60,868.65. The Purchase Price is payable by Buyer in cash at Closing.

ARTICLE IV
Representations, Warranties and Covenants

4.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Seller has the full right, power, and authority to sell and convey the Property and the Temporary Construction Easement as provided in this Contract and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations hereunder has been, or by the Closing will have been, taken.

(b) Seller has not received notice from any governmental authority that there are, to the best of Seller's information, knowledge, and belief, there does not exist, and Seller has not used or deposited (and to the best of Seller's knowledge no prior owner or current or prior tenant has used or deposited), any Hazardous Substances, as hereinafter defined, at, on, or under the Property or the Easement Area in violation of the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the Clean Air Act, all so-called Federal, State and Local "Superfund" and "Superlien" statutes, and all other statutes, laws, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning any hazardous substances (collectively the "Hazardous Substance Laws"). For purposes of this Contract, the terms Hazardous Substances shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance Laws. Hazardous Substances shall also include Radon gas and asbestos.

(c) The Property and the Easement Area and all parts thereof are not now subject to any litigation, or other legal or administrative proceedings, and Seller has no knowledge of any facts that might result in any such litigation or proceedings. Seller has not received notice from any governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property or the Easement Area, or any part thereof, by reason of a violation of any federal, state, county or city statute, ordinance, code, rule or regulation or stating that any investigation is being commenced or is contemplated regarding any of the foregoing.

4.2 Buyer's Representations and Warranties. Buyer has the full right, power, and authority to buy the Property and to acquire the Temporary Construction Easement as provided in this Contract and to carry out Buyer's obligations hereunder.

ARTICLE V
Title

5.1 Title Policy. At the Closing, Seller, at Buyer's sole cost and expense, shall cause a standard Texas owner's policy of title insurance (the "Title Policy") to be furnished to Buyer. The Title Policy shall be issued by the Title Company in the amount of \$60,868.65, and insuring that the Buyer has indefeasible fee simple title to the Property. The Title Policy may contain

only the standard printed exceptions and the Permitted Exceptions (except as otherwise provided in Paragraph 7.2 and other provisions hereof).

ARTICLE VI
Conditions to Buyer's Obligations

6.1 Conditions to Buyer's Obligations. The obligations of Buyer hereunder to consummate the transaction contemplated hereby are subject to the satisfaction, as of the Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing):

(a) All representations and warranties of the Seller shall be true on and as of the Closing Date.

(b) The Property and the Easement Area, or any part thereof, shall not have been and shall not be threatened to be affected in any way as a result of litigation, any action by the United States or any other governmental authority, flood or act of God.

ARTICLE VII
Closing

7.1 Date and Place of Closing. The Closing shall take place in the offices of the Title Company. The Closing Date shall be thirty (30) days after the Effective Date. The Closing Date may be extended or accelerated by the mutual agreement of the parties.

7.2 Items to be Delivered at the Closing.

(a) **Seller.** At the Closing, Seller shall deliver or cause to be delivered to Buyer the following items:

(i) The Deed, duly executed and acknowledged by Seller, subject only to the Permitted Exceptions;

(ii) The Temporary Construction Easement, duly executed and acknowledged by Seller;

(iii) An affidavit, in a form reasonably acceptable to Buyer, in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder, stating under penalty of perjury the Seller's United States identification number and that Seller is not a non-resident alien; provided, however, that if Seller fails to deliver this affidavit, Buyer shall be entitled to withhold from the Purchase Price and pay to the Internal Revenue Service the amounts required by Section 1445, and applicable regulations promulgated thereunder;

(iv) The Title Policy;

(v) Sufficient evidence that Seller has authority to sell the Property and to convey the Temporary Construction Easement and to execute all closing documents on behalf of Seller; and

(vi) Such other documents as the Title Company may request in order to close this Contract and issue the Title Policy (including, without limitation, such affidavits as the Title Company may reasonably request in order that the Title Policy will not contain exceptions for parties in possession or tenants in possession under unrecorded leases, or to the extent necessary to determine that the Seller is not the same individual as may be identified in any abstracts of judgment, bankruptcy filings, that there are no unpaid debts for work that has been done or materials furnished in connection with the Property or the Easement Area and that there are no unrecorded mechanic's or materialmen's liens upon the Property or the Easement Area, etc.).

(b) **Buyer.** At the Closing, Buyer shall deliver to Seller:

(i) The Purchase Price; and

(ii) Such other documents as the Title Company may request in order to close this Contract and issue the Title Policy.

7.3 **Property Taxes.** Seller shall assume the obligation to pay property taxes and assessments for the current year 2003 through the date of closing.

7.4 **Possession.** At Closing, Seller shall deliver possession of the Property to Buyer. Possession of the Easement Area by the Town of Addison shall be as set forth and in accordance with the Temporary Construction Easement.

7.5 **Costs of Closing.** Buyer shall pay all recording fees attributable to the transfer of title to the Property and the conveyance of the Temporary Construction Easement and all of the closing or escrow fees of the Title Company. Each party shall pay its own attorneys' fees and expenses.

ARTICLE VIII **Post-Closing Obligations**

8.1 **Access.** Buyer and Seller hereby agree that Seller shall have a single point of ingress and egress between the Remainder Tract and the completed Arapaho Road Phase III Extension (the **Access**) which shall be located at or about that location shown on the preliminary drawing of the associated improvements attached hereto as **Exhibit F**. Buyer shall provide all necessary engineering and construction improvements in connection with the access curb cut and the associated improvements; provided, however, that matters related to the Access, including, without limitation, the location of the Access and its dimension, may be adjusted, modified, or reconfigured in the sole discretion of the Town of Addison after notice to Seller. This provision shall not be interpreted to limit the authority of the Town with respect to the design or use of its streets.

ARTICLE IX
Defaults and Remedies

9.1 Seller's Defaults; Buyer's Remedies. In the event that Seller should fail to consummate the transaction contemplated herein for any reason, except Buyer's default, Buyer, as its sole and exclusive remedy, may either: (i) terminate this Contract by written notice delivered to Seller on or before the Closing Date, or (ii) enforce specific performance of this Contract against Seller requiring Seller to convey the Property and the Temporary Construction Easement to Buyer. Buyer shall also be entitled to pursue condemnation of the Property and the Temporary Construction Easement.

9.2 Buyer's Default; Seller's Remedies. In the event that Buyer should fail to consummate the transaction contemplated herein for any reason, except default by Seller or the nonsatisfaction of any of the conditions to Buyer's obligations, set forth herein, Seller, as its sole and exclusive remedy, may terminate this Contract by written notice delivered to Buyer on or before the Closing Date.

ARTICLE X
Miscellaneous

10.1 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered, upon the earlier to occur of (a) actual receipt, and (b) upon the deposit of the original in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, addressed as follows:

Seller:

Mark Knutson
Tharaldson Companies
1201 Page Drive
Fargo, North Dakota 58103

Buyer:

The Town of Addison
P.O. Box 9010
5300 Belt Line Road
Addison, Texas 75001-9010
Attn: Carmen Moran

With a copy to:

Angela K. Washington
Cowles & Thompson, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202

10.2 Governing Law. This Contract is being executed and delivered, and is intended to be performed in the State of Texas and the laws of Texas govern the validity, construction, enforcement, and interpretation of this Contract.

10.3 Entirety and Amendments. This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property, the Temporary Construction Easement, and other matters set forth herein, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

10.4 Parties Bound. This Contract is binding upon and inures to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors, and assigns.

10.5 Further Acts. In addition to the acts and deeds recited in this Contract and contemplated to be performed, executed, and/or delivered by Seller to Buyer, Seller and Buyer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all further acts, deeds, and assurances as are reasonably necessary to consummate the transactions contemplated hereby.

10.6 Survival. Except as otherwise provided herein, all warranties, representations and agreements contained herein shall survive the Closing hereof.

10.7 Counterpart Execution. This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

10.8 Assignment. Buyer shall have no power or right to assign this Contract without the prior written consent of Seller.

10.9 Maintenance of the Property. Between the Effective Date and the Closing, Seller shall:

(a) Maintain the Property in good repair, reasonable wear and tear accepted, except that in the event of a fire or other casualty, damage or loss, Seller shall have no duty to repair said damage other than as provided in this Contract;

(b) Advise Buyer promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller has knowledge or notice;

(c) Immediately notify Buyer of any material injury or damage to the Property or any portion thereof;

(d) Not, without the prior written consent of the Buyer, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for the lien for ad valorem taxes on the property which are not delinquent) security interest, encumbrance or charge, or conditional sale or other title retention document, other than the Permitted Exceptions for matters that will be released or bonded around, at or prior to Closing, and should any of the foregoing become attached hereafter

in any manner to any part of the Property without the prior written consent of Buyer, Seller shall cause the same to be promptly discharged and released; and

(e) Not and shall use best efforts not to allow and permit the release of Hazardous Materials of any kind in, under, or above the improvements or into or onto the surface water, ground water, soil or subsurface of the Property.

Executed: June 10th, 2003 **SELLER:**

Heritage Inn Number XIII, Limited Partnership

By: Midwest Heritage Inn, Inc., its General Partner

By: Gary Tharaldson
Gary Tharaldson, President

Executed: June 12, 2003 **BUYER:**

Town of Addison, Texas

By: R. Whitehead
Ron Whitehead, City Manager

EXHIBIT A

PROPERTY DESCRIPTION

BEING a tract of land situated in the Edward Cook Survey, Abstract No. 326, Dallas County, Texas, said tract being a part of the Addison Restaurant Park, an Addition in the City of Addison, Texas as recorded in Volume 88066, Page 4219, Map Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the Northeast corner of Addison Oaks Addition, Lot 3, an Addition in the City of Addison as recorded in Volume 90012, Page 3378, Map Records, Dallas County, Texas, said iron rod also being situated in the West line of Lot 1, Block 1, of Beltwood Reservoir Addition, an addition in the City of Addison as recorded in Volume 90012, Page 3386, Map Records, Dallas County, Texas, said iron rod further being N 00° 43' 00" E, a distance of 400.34 feet from the North line of Beltline Road (a 100' ROW);

THENCE: N 00° 43' E, a distance of 70.85 feet to a 1/2" iron rod set for corners and being the TRUE PLACE OF BEGINNING;

THENCE: N 89° 51' 01" W, a distance of 397.64 to a 1/2" iron rod set in the East line of Lot 1, Addison Oaks Addition, an addition in the City of Addison, as recorded in Volume 89166, Page 1974, Map Records, Dallas County, Texas;

THENCE: N 00° 08' 59" E, a distance of 21.50 feet along the East line of Lot 1, Addison Oaks Addition to a 1/2" iron rod found at the Northeast corner of said Lot 1, Addison Oaks Addition;

THENCE N 89° 51' 01" W, along the North line of Lot 1, Addison Oaks Addition 300.00 feet to a 1/2" iron rod found in the East line of Roadway Inn Addition, an addition in the City of Addison, as recorded in Volume 81052, Page 775, Map Records, Dallas County, Texas;

THENCE: N 00° 08' 59" W, along the East line of the Roadway Inn Addition, a distance of 221.05 feet to the Northeast Corner of said Addition, also being in the South ROW line of Arapaho Road (a 60' ROW);

THENCE: N 86° 21' 00" E, a distance of 526.99 along the South ROW line of Arapaho Road to a 1/2" iron rod set for angle;

THENCE: N 80° 53' 00" E, along the South line of Arapaho Road, a distance of 177.16 feet to a 5/8" iron rod found for corners in the West line of Beltwood Reservoir Addition;

THENCE: S 00° 43' 00" W, along the West line of said Beltwood Reservoir Addition, a distance of 306.16 feet to the PLACE OF BEGINNING and Containing 4.1525 acres of land

97018 00075

EXHIBIT B

Parcel 5
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.1934 acre (8,425 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", a addition to the Town of Addison as evidenced by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.1934 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod found for the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication;

THENCE, SOUTH 80°11'36" WEST (called North 80°53'00" East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road for the **POINT OF BEGINNING** of the herein described tract;

EXHIBIT B

PARCEL 5 - ARAPAHO ROAD PROJECT

THENCE, SOUTHWESTERLY, departing said line and along the proposed South right of way line of Arapaho Road and the arc of a non-tangent curve to the right having a radius of 1,177.92 feet, a central angle of 18°35'31", a chord bearing South 80°43'26" West for 380.55 feet, passing at an arc distance of 290.95 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 382.22 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH 89°58'49 WEST, continuing along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to a 5/8 inch iron rod set in the South line of said 24 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said line and along the South line of said 24 foot wide right of way dedication, passing at a distance of 355.11 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total distance of 493.84 feet to an angle point;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), continuing along said line, a distance of 148.35 feet to the POINT OF BEGINNING;

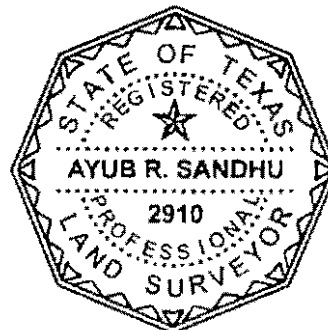
CONTAINING an area of 0.1934 acres or 8,425 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 2-28-03
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'19" W	S00°43'00"W	24.40'	-
L2	S 80°11'36" W	N80°53'00"E	19.76'	-

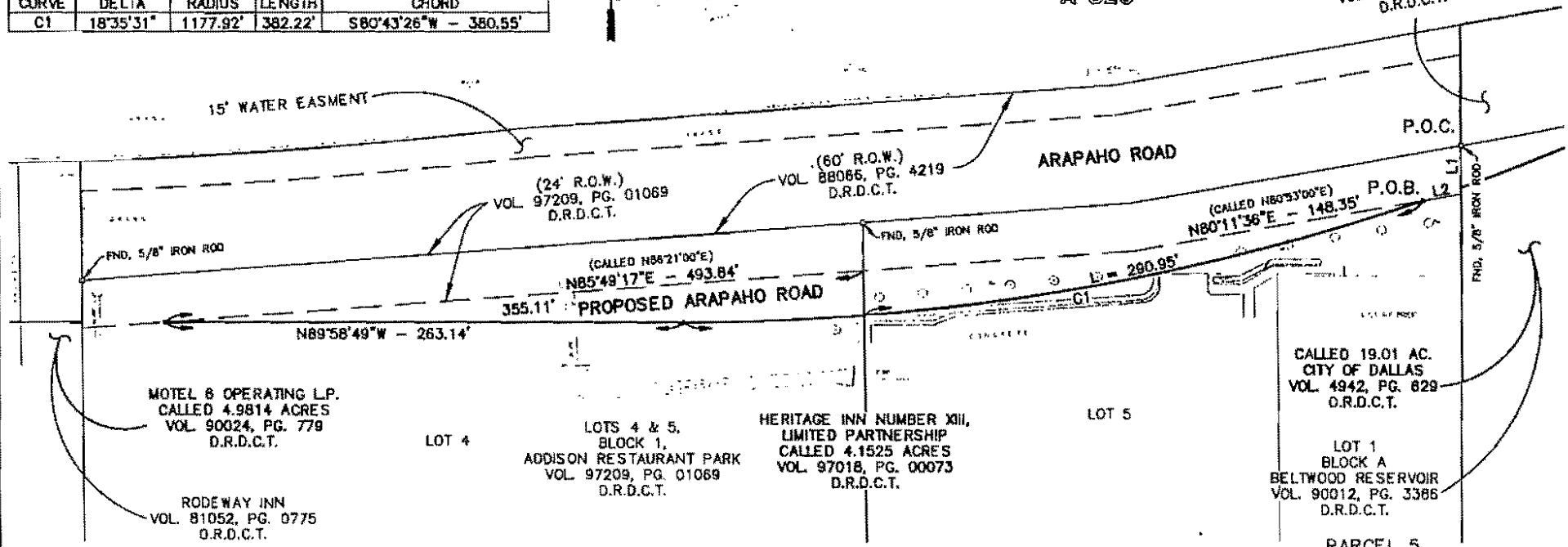
CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	18°35'31"	1177.92'	382.22'	S80°43'26"W - 380.55'

EXHIBIT B



EDWARD COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
VOL. 4942, PG. 629
D.R.D.C.T.



NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE

APR 11 2003
 2-28-03



GRAPHIC SCALE
1 INCH = 60 FT.

EXHIBIT C

Parcel 5-TE
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0790 acre (3,443 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", a addition to the Town of Addison as evidenced by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.0790 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 24.40 feet to the Southeast corner of said 24 foot wide right of way dedication for the **POINT OF BEGINNING** of the herein described tract;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), continuing along said common line, a distance of 1.94 feet to the beginning of a non tangent curve to the right;

EXHIBIT C

PARCEL 5-TE - ARAPAHO ROAD PROJECT

THENCE, SOUTHWESTERLY, departing said common line and along said curve to the right having a 1,182.92 feet, a central angle of 19°30'28", a chord bearing South 80°15'57" West for 400.81 feet, passing at an arc distance of 311.44 feet the common West line of said Lot 5 and East line of said Lot 4, continuing for a total arc distance of 402.75 feet to the point of tangency of said curve;

THENCE, NORTH 89°58'49 WEST, a distance of 305.05 feet to a point in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. as evidenced by the deed recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00°24'10" WEST (called North 00°08'59" West), along said common line, a distance of 1.92 feet to the Southwest corner of said 24 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 42.04 feet to a point in the proposed South right of way line of Arapaho Road;

THENCE, SOUTH 89°58'49 EAST, departing said line and along said proposed South right of way line of Arapaho Road, a distance of 263.14 feet to the point of curvature of a tangent curve to the left;

THENCE, NORTHEASTERLY, continuing along said proposed South right of way line of Arapaho Road and the arc of said curve to the left having a radius of 1,177.92 feet, a central angle of 18°35'31", a chord bearing North 80°43'26" East for 380.55 feet, passing at an arc distance of 91.27 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total arc distance of 382.22 feet to a point in the South line of said 24 foot wide right of way dedication;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), departing said proposed right of way line and along the South line of said 24 foot wide right of way dedication, a distance of 19.76 feet to the POINT OF BEGINNING;

EXHIBIT C

PARCEL 5-TE - ARAPAHO ROAD PROJECT

CONTAINING an area of 0.0790 acres or 3,443 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 2-28-03
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

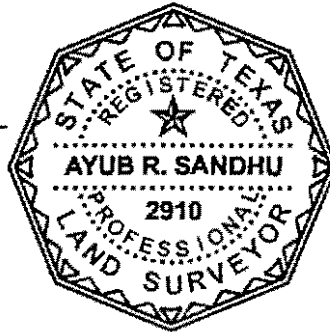


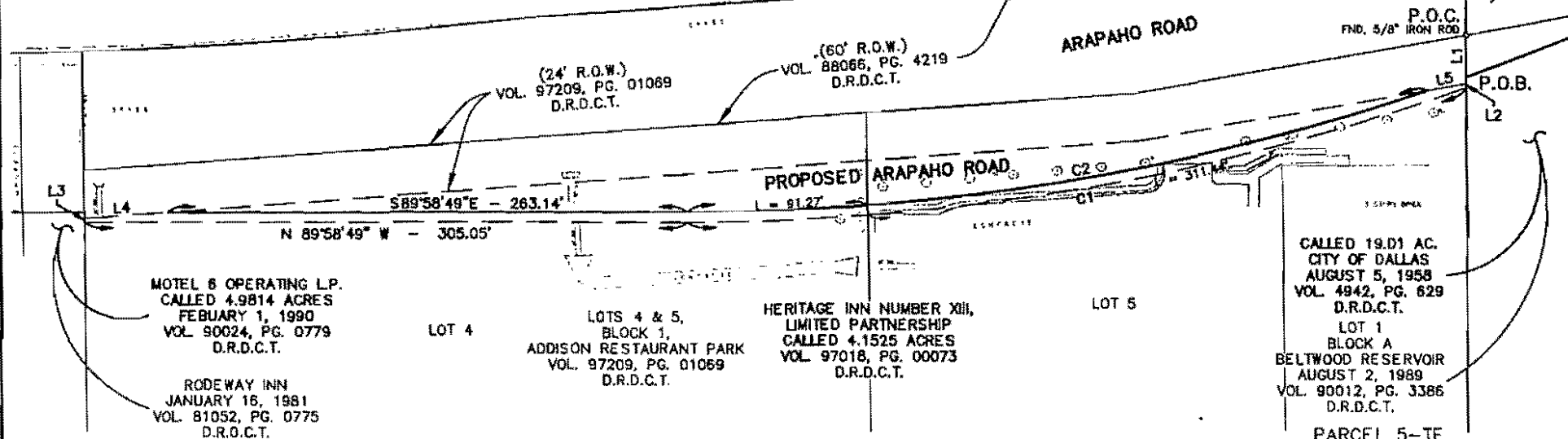
EXHIBIT C

EDWARD COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
VOL. 4942, PG. 629
D.R.D.C.T.

LINE TABLE			
LINE	BEARING	CALLED	DIST
L1	S00°12'19"W	S00°43'00"W	24.40
L2	S00°12'19"W	S00°43'00"W	1.94
L3	N00°24'10"W	N00°08'59"W	1.92
L4	N85°49'17"E	N85°21'00"E	42.04
L5	N80°11'36"E	N80°53'00"E	19.78

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	19°30'28"	1182.92'	402.75'	S80°15'57"W - 400.81
C2	18°35'31"	1177.92'	382.22'	N80°43'26"E - 380.55



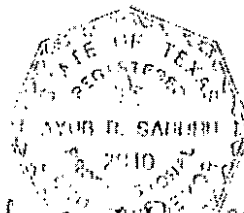
NOTES:

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ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

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- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



Ayub D. Samir
2-28-03



GRAPHIC SCALE
1 INCH = 60 FT.

EXHIBIT D

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

After Recording Return To:
Angela K. Washington
Cowles & Thompson, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202

RIGHT-OF-WAY DEED

DATE: _____, 2003

GRANTOR: HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP
1201 Page Drive
Fargo, ND 58103

GRANTEE: TOWN OF ADDISON, TEXAS
5300 Belt Line Road
Addison, TX 75001
(Dallas County, Texas)

CONSIDERATION:

Fifty Eight Thousand Nine Hundred Seventy Five DOLLARS AND No/100 (\$58,975.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A tract of land, herein referred to as Parcel 5, containing approximately 8,425 square feet of land, and more particularly described in Exhibit A (Parcel 5 Field Note Description), and depicted on Exhibit B (Parcel 5 Survey Depiction), which are attached hereto and incorporated herein by reference.

CONVEYANCE:

For the consideration described above, Grantor hereby grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

MISCELLANEOUS:

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

EXHIBIT D

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the day first written above.

Heritage Inn Number XIII, Limited Partnership

By: Midwest Heritage Inn, Inc., its General Partner

By: *Gary Tharaldson*
Gary Tharaldson, President

STATE OF NORTH DAKOTA

§
§
§

COUNTY OF CASS

Before Me, the undersigned notary public in and for said county and state, on this 10th day of June, 2003, personally appeared Gary Tharaldson, President of Midwest Heritage Inn, Inc., known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

Lori Kasowski
Notary Public, State of North Dakota
Print Name: Lori Kasowski

My Commission Expires:

Nov. 21, 2006

[SEAL]

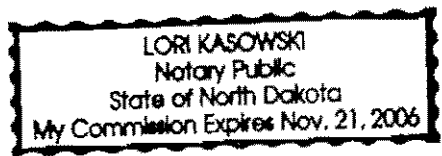


EXHIBIT E

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

§

COUNTY OF DALLAS

§

THAT HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP, a North Dakota Partnership, hereinafter called GRANTOR, for and in consideration of the sum of One Thousand Eight Hundred Ninety Three DOLLARS AND 65/100 (\$1,893.65) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and State of Texas, a temporary easement and right of passage in, on, over, across, along, under and through a portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is shown and depicted on Exhibit B, attached to and incorporated herein, for the purpose of constructing a roadway to be known as Arapaho Road. The Easement Area is described as follows:

See attached Exhibit A (Field Note Description for Parcel 5-TE), which is made a part of this easement as if fully copied herein.

This temporary construction easement shall only be used by GRANTEE and its contractors in connection with the construction of a public right-of-way adjacent to the Easement Area. GRANTEE shall restore the Easement Area to the condition that existed before the construction of the roadway.

This temporary easement shall terminate 24 months from the date of the Notice to Proceed with construction under the construction contract for the roadway adjacent to the Easement Area, or upon completion of the construction of the portion of the roadway adjacent to the Easement Area, whichever is earlier.

TO HAVE AND TO HOLD unto the Town of Addison, Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement and Easement Area described above. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and defend all and singular the Easement Area to Grantee for the duration and purposes set out herein against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 10th day of June, 2003.

GRANTOR

Heritage Inn Number XIII, Limited Partnership

By: Midwest Heritage Inn, Inc., its General Partner

By: Gary Tharaldson

Print Name: Gary Tharaldson

Print Title: PRESIDENT

EXHIBIT E

STATE OF North Dakota §
COUNTY OF Cass §

10th BEFORE ME, the undersigned notary public in and for said county and state, on this day of June, 2003, personally appeared Gary Charalson, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

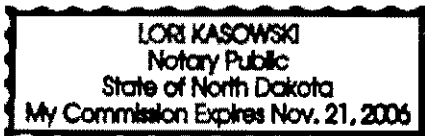
GIVEN UNDER my hand and seal of office the day and year last above written.

Lori Kasowski
Notary Public, State of North Dakota
Print Name: Lori Kasowski

MY COMMISSION EXPIRES:

NOV. 21, 2006

[SEAL]



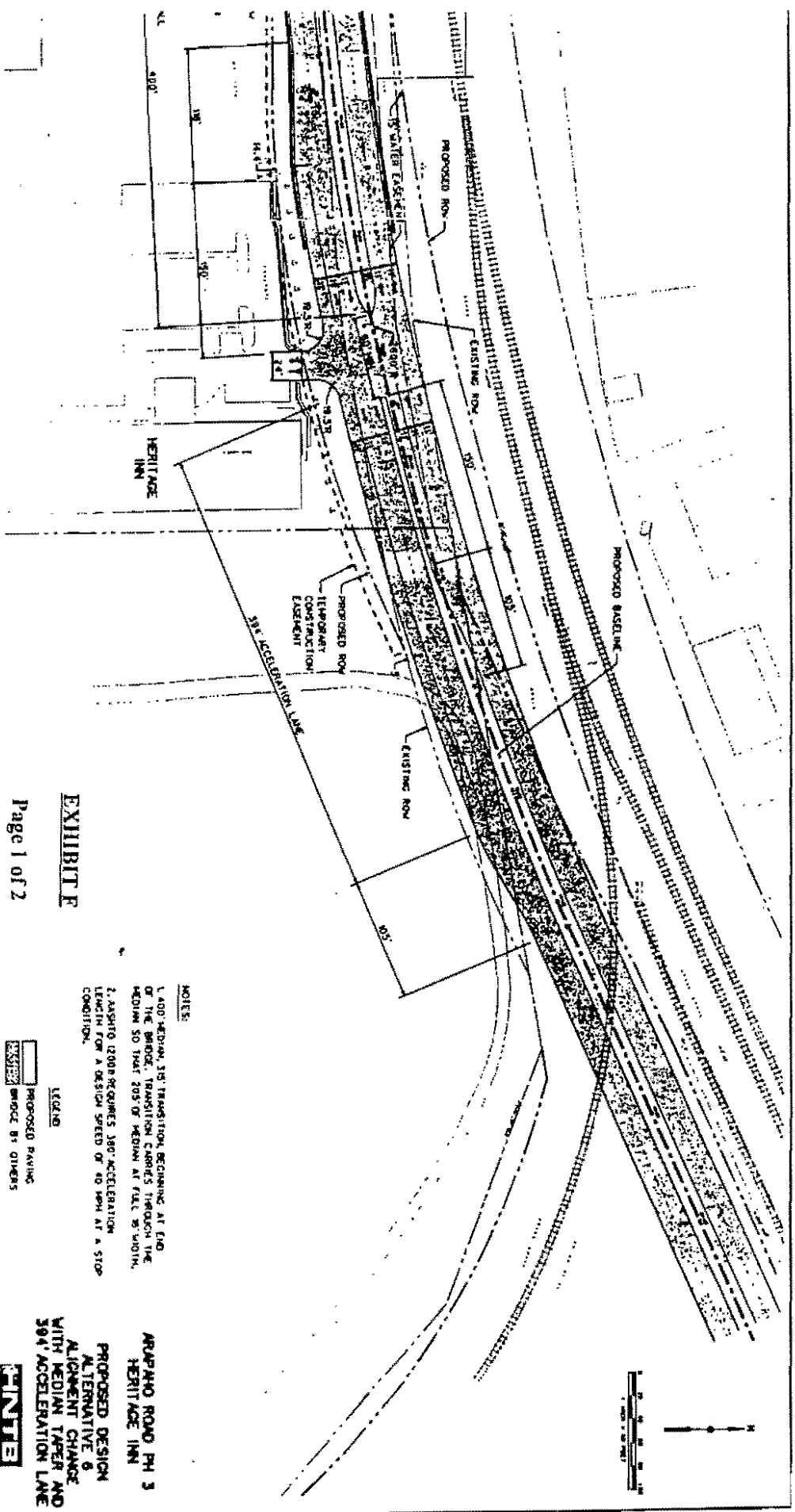


EXHIBIT F
Page 1 of 2

- NOTES:**
1. 400' MEDIAN, 30' TRANSITION, BEGINNING AT END OF THE BRIDGE. TRANSITION CARDS THROUGH THE MEDIAN SO THAT 205' OF MEDIAN AT FULL 30' WIDTH.
 2. ASPHTE 1200R REQUIRES 300' ACCELERATION LENGTH FOR A DESIGN SPEED OF 40 MPH AT A STOP CONDITION.

LEGEND

- PROPOSED PAVING
- EXISTING
- BRIDGE BY OTHERS

ARAPAHO ROAD PH 3
HERITAGE INN

PROPOSED DESIGN
ALTERNATIVE 6
ALIGNMENT CHANGE
WITH MEDIAN TAPER AND
394 ACCELERATION LANE

PNTE

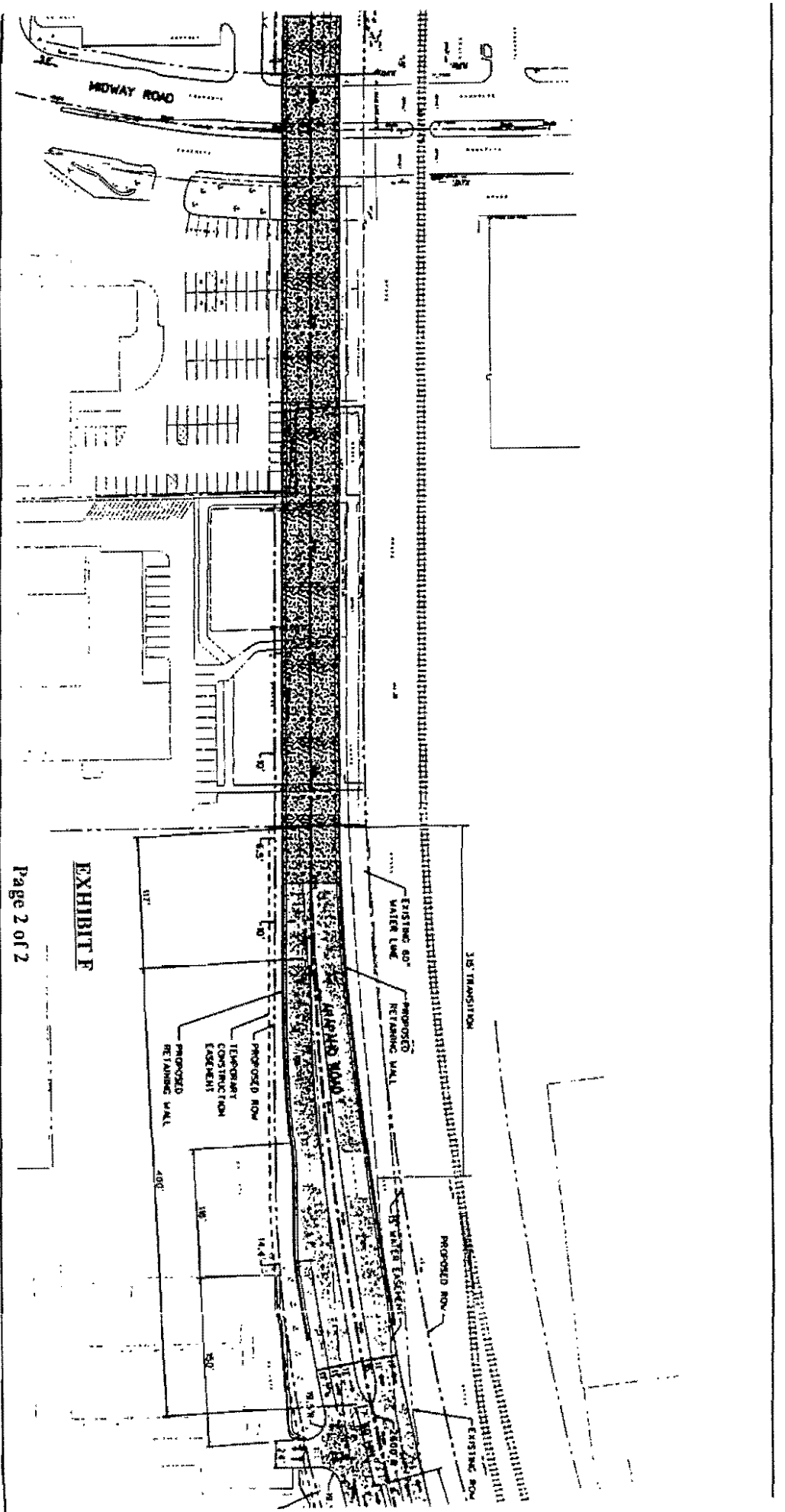


EXHIBIT F

25th
Anniversary
1978-2003

COWLES & THOMPSON
A Professional Corporation
ATTORNEYS AND COUNSELORS

ARAPAHO



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

November 26, 2003

**VIA FACSIMILE (214) 855-8848
AND REGULAR MAIL**

Ms. Patricia A. Sherman Bruce, Esq.
Vice President
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, TX 75204-4064

**RE: Parcel 5 (Heritage Inn No. XIII), Arapaho Extension of Road Project
Your File No. GF 02R14033SJ7**

Dear Patricia:

I have reviewed the draft Purchaser's Statement for the above-referenced transaction and everything appears in order. Please finalize the statement and provide me with a closing date, and I will request funding from the Town of Addison. Please note that our offices are closed tomorrow and Friday, November 27 and November 28, 2003 for the Thanksgiving holidays. Thank you for your attention to this matter. If you need anything further, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr

c: Mr. Steve Chutchian
Mr. Ken C. Dippel

Steve Chutchian

From: Washington, Angela [awashington@cowlesthompson.com]
Sent: Saturday, June 28, 2003 2:05 PM
To: Mike Murphy; Steve Chutchian
Cc: DIPPEL, KEN
Subject: Parcel 5, Heritage Inn No. XII

FYI - The title company expects to have the updated title work and tax certificate by Monday, July 7, 2003. They have scheduled closing for Friday, July 11, 2003. We should receive drafts of the settlement statement and closing documents on Tuesday, July 8, 2003.

25th
Anniversary
1978-2003

COWLES & THOMPSON
A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

June 13, 2003

Ms. Patricia A. Sherman Bruce, Esq.
Vice President
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, TX 75204-4064

**RE: Parcel 5 (Heritage Inn No. XIII), Arapaho Extension of Road Project
Your File No. 02R14033/SJ6**

Dear Patricia:

Enclosed is a copy of the fully executed Contract of Sale for the above-referenced property. Also enclosed are the originals of the Right-of-Way Deed and the Temporary Construction Easement. Please update the Title Commitment and take the necessary steps to close this transaction. You will also find enclosed an executed Deletion of Arbitration Provision form for purposes of the insurance policy. If you have any questions or need anything further at this time, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c(w/Enclosures): Ms. Lori Kasowski c/o Mr. Gary Tharaldson
Mr. Steve Chutchian
(w/o Enclosures): Mr. Ron Whitehead
Mr. Mike Murphy
Mr. Ken C. Dippel

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

THAT HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP, a North Dakota Partnership, hereinafter called GRANTOR, for and in consideration of the sum of One Thousand Eight Hundred Ninety Three DOLLARS AND 65/100 (\$1,893.65) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and State of Texas, a temporary easement and right of passage in, on, over, across, along, under and through a portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is shown and depicted on Exhibit B, attached to and incorporated herein, for the purpose of constructing a roadway to be known as Arapaho Road. The Easement Area is described as follows:

See attached Exhibit A (Field Note Description for Parcel 5-TE), which is made a part of this easement as if fully copied herein.

This temporary construction easement shall only be used by GRANTEE and its contractors in connection with the construction of a public right-of-way adjacent to the Easement Area. GRANTEE shall restore the Easement Area to the condition that existed before the construction of the roadway.

This temporary easement shall terminate 24 months from the date of the Notice to Proceed with construction under the construction contract for the roadway adjacent to the Easement Area, or upon completion of the construction of the portion of the roadway adjacent to the Easement Area, whichever is earlier.

TO HAVE AND TO HOLD unto the Town of Addison, Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement and Easement Area described above. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and defend all and singular the Easement Area to Grantee for the duration and purposes set out herein against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 10th day of June, 2003.

GRANTOR

Heritage Inn Number XIII, Limited Partnership
By: Midwest Heritage Inn, Inc., its General Partner

By: Gary Tharrell
Print Name: Gary Tharrell
Print Title: President

STATE OF North Dakota
COUNTY OF Cass

§
§

10th BEFORE ME, the undersigned notary public in and for said county and state, on this day of June, 2003, personally appeared Gary Tharaldson, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Lori Kasowski
Notary Public, State of North Dakota
Print Name: LORI KASOWSKI

MY COMMISSION EXPIRES:

Nov 21, 2006

[SEAL]

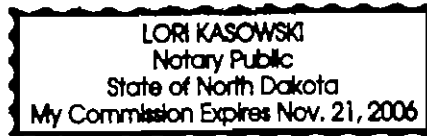


EXHIBIT A

Parcel 5-TE
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0790 acre (3,443 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII as evidenced by the deed recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of "Lots 4 & 5, Block 1, Addison Restaurant Park", a addition to the Town of Addison as evidenced by the plat recorded in Volume 97209, Page 01069 of said Deed Records, said 0.0790 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the common Northeast corners of said called 4.1525 acre tract and a 24 foot wide right of way dedication as evidenced by said plat of "Lots 4 & 5, Block 1, Addison Restaurant Park", Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed recorded in Volume 4942, Page 629 of said Deed Records;

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PARCEL 5-TE - ARAPAHO ROAD PROJECT

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THENCE, NORTH 89°58'49 WEST, a distance of 305.05 feet to a point in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. as evidenced by the deed recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00°24'10" WEST (called North 00°08'59" West), along said common line, a distance of 1.92 feet to the Southwest corner of said 24 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said common line and along the South line of said 24 foot wide right of way dedication, a distance of 42.04 feet to a point in the proposed South right of way line of Arapaho Road;

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THENCE, NORTHEASTERLY, continuing along said proposed South right of way line of Arapaho Road and the arc of said curve to the left having a radius of 1,177.92 feet, a central angle of 18°35'31", a chord bearing North 80°43'26" East for 380.55 feet, passing at an arc distance of 91.27 feet the common East line of said Lot 4 and West line of said Lot 5, continuing for a total arc distance of 382.22 feet to a point in the South line of said 24 foot wide right of way dedication;

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EXHIBIT A

PARCEL 5-TE - ARAPAHO ROAD PROJECT

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All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 2-28-03

Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

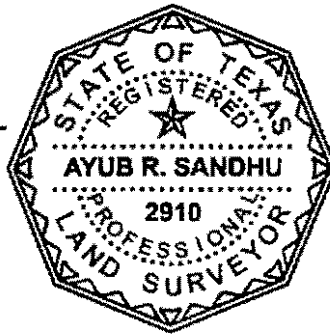


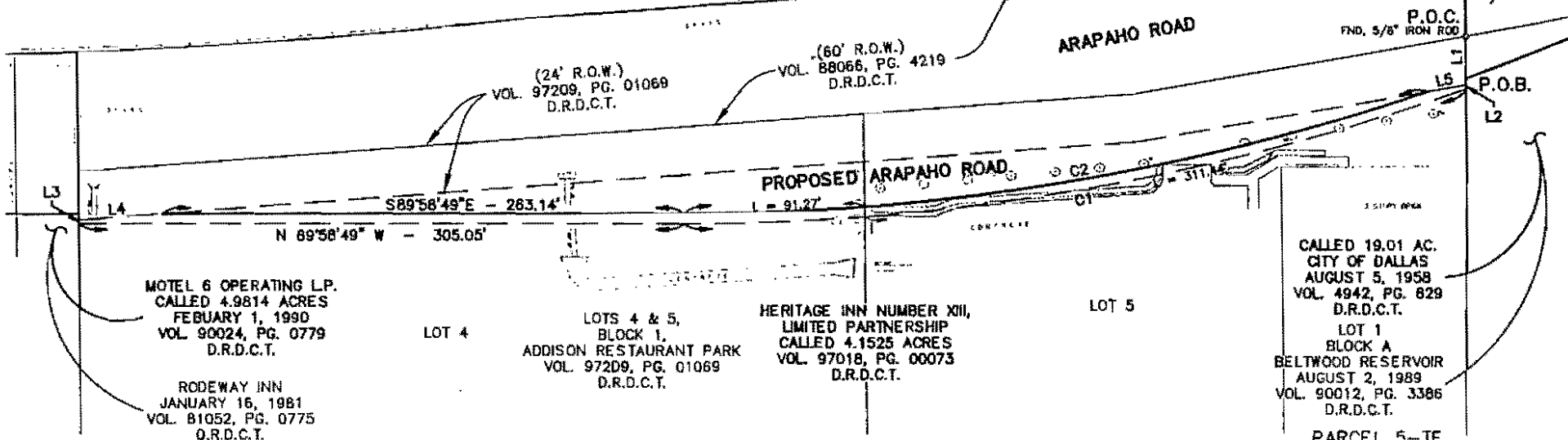
EXHIBIT B

**EDWARD COOK SURVEY
A-326**

ARAPAHO ROAD
(VARIABLE R.O.W.)
VOL. 4942, PG. 629
D.R.D.C.T.

LINE TABLE			
LINE	BEARING	CALLED	DIST
L1	S00°12'19"W	500'43'00"W	24.40
L2	S00°12'19"W	500'43'00"W	1.94
L3	N00°24'10"W	N00°08'59"W	1.92
L4	N85°49'17"E	N88°21'00"E	42.04
L5	N80°11'38"E	N80°53'00"E	19.78

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	19°30'28"	1182.92'	402.75'	S80°15'57"W - 400.81
C2	18°35'31"	1177.92'	382.22'	N80°43'28"E - 380.55



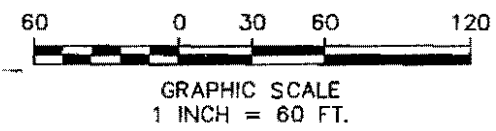
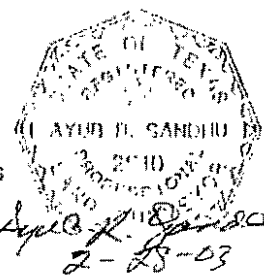
NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
 - DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



CALLLED 19.01 AC.
CITY OF DALLAS
AUGUST 5, 1958
VOL. 4942, PG. 829
D.R.D.C.T.

LOT 1
BLOCK A
BELTWOOD RESERVOIR
AUGUST 2, 1989
VOL. 90012, PG. 3386
D.R.D.C.T.

PARCEL 5-TE
A PLAT OF A
0.0790 ACRE (3,443 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS



G. F. NO. 02R/4033/SJ6

POLICY NO. _____

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner Policy)

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

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

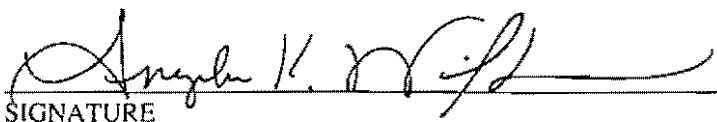
The Arbitration provision in the Policy is as follows:

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

The Law of the situs of the land shall apply to any arbitration under the Title Insurance Arbitration Rules.

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

I request deletion of the Arbitration provision.


SIGNATURE

6-13-03
DATE

Steve Chutchian

From: Michael Murphy
Sent: Friday, October 25, 2002 8:28 AM
To: Steve Chutchian
Subject: FW: Arapaho Road - Heritage Inn

steve lets talk about ron's response.

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

From: Ron Whitehead
Sent: Thursday, October 24, 2002 7:37 PM
To: Michael Murphy
Subject: RE: Arapaho Road - Heritage Inn

Mike, We do not have to build the street cut at all if he rejects our offer. I think we can just tell him that. I don't like the street cut there anyway. We don't have to do the street cut and that saves us \$127,000. Ron

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

From: Michael Murphy
Sent: Thursday, October 24, 2002 4:32 PM
To: Ron Whitehead
Cc: Chris Terry; Steve Chutchian
Subject: Arapaho Road - Heritage Inn

Ron,

As you know we have been negotiating with Mr. Rick Larson with Heritage Inn. This is the piece of property in which the owner wants the appraised value (\$140,700) plus an additional (\$37,842) to cover what he originally paid for the land. He also wants a street cut, in which once you include roadway improvements to accommodate a street cut, would cost an additional (\$127,800). In a council meeting dated June 25th, 2002 you were given approval to offer the above package.

We recently made an offer to Mr. Larson to pay him the appraised value plus make the necessary improvements to accommodate his street cut but NOT pay him the additional (\$37, 842). Mr. Larson let us know today that he *rejects* our offer and is willing to sign a contract for his original request, but would not sign the current contract as presented.

It is my recommendation that we move on the package approved by the City Council and get this property in our "sale column" and we then do everything in our power, during construction, to minimize the (\$127,800) price tag in accommodating the street cut.

Mike

Michael E. Murphy, PE
Director of Public Works
(972) 450-2878 Work
(214) 215-5280 Mobile
(972) 450-2837 Fax
E-Mail: mmurphy@ci.addison.tx.us

Steve Chutchian

To: awashington@cowlesthompson.com
Cc: Mike Murphy
Subject: Heritage Inn R.O.W. Costs

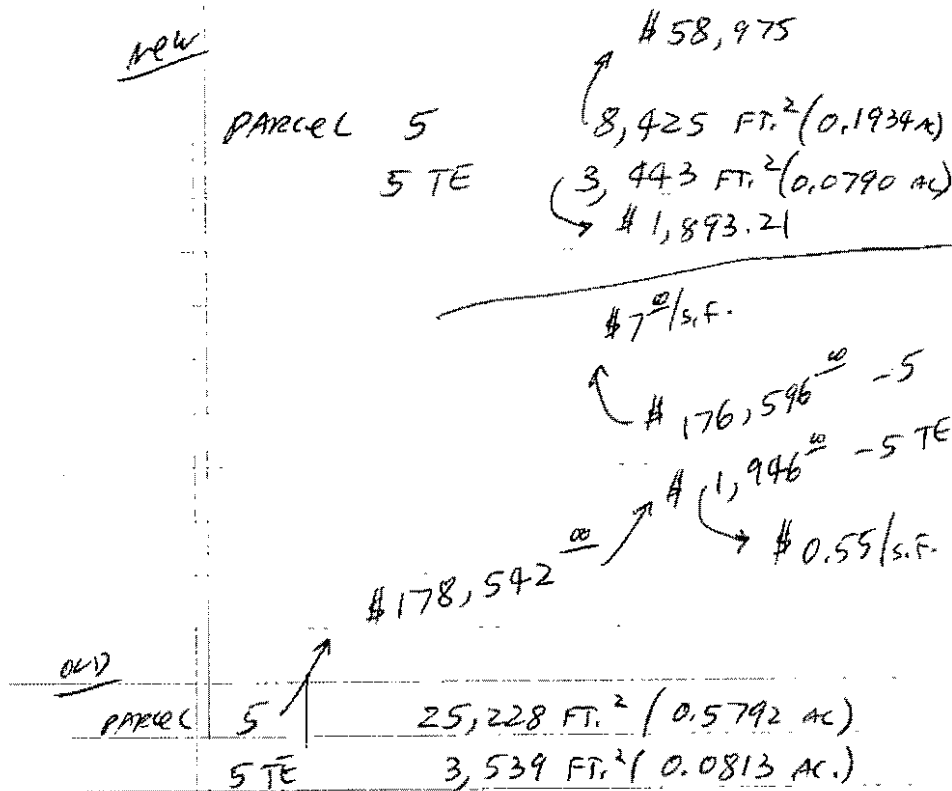
Angela:

The figures below represent the new proportional costs of right-of-way & easement acquisition on Parcel 5, based on previously established unit prices:

Right-of-way: 8,425 s.f. @ \$7.00/s.f. = \$58,975.00
Temporary Construction Easement: 3,443 s.f. @ \$0.55/s.f. = \$1,893.65
Total Cost: \$60,868.65

Should you have any questions regarding these figures, please let me know. Thanks.

Steve C.



25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

May 29, 2003

Mr. Mark Knutson
Tharaldson Companies
1201 Page Drive
Fargo, ND 58103

RE: Addison Restaurant Park – Lots 4 and 5

Dear Mark:

As we discussed, the Town of Addison has discovered that it owns a portion of the property for which we previously negotiated. Enclosed you will find a replacement Contract of Sale, Right-of-Way Deed, and Temporary Construction Easement reflecting adjustments to the amount of property involved with appropriate reductions in purchase price for execution by the appropriate party. Please let me know if you have any questions or concerns. Thank you for your attention to this matter.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c(w/o Enclosures): Mr. Mike Murphy, w/Town of Addison
Mr. Steve Chutchian, w/Town of Addison
Mr. Ken C. Dippel, w/firm

Addison!

STEVEN Z. CHUTCHIAN, P.E.
Assistant City Engineer
(972) 450-2886
(972) 450-2837 FAX
(214) 673-2518 Mobile
schutchian@ci.addison.tx.us E-mail

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

PLEASE CALL RICK BACK
THIS AFTERNOON!

CALL ME ON MY CELL
IF YOU HAVE ANY
Q's.

pk | Steve -
P/S. call
Rick for
Mike

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

February 5, 2003

Mr. Mark Knutson
Tharaldson Companies
1201 Page Drive
Fargo, ND 58103

RE: Parcel 5, Arapaho Road Project

Dear Mark:

I have received and reviewed the executed Right-of-Way Deed and Temporary Construction Easement for the above-referenced property. I am forwarding to you another original of the Temporary Construction Easement to be executed and sent back to me at your earliest convenience. As you will note, the Temporary Construction Easement that I received, which I am returning to you with this letter, shows the execution date to be December 13, 2003 and the notary states that it was executed on January 13, 2003. It is necessary to correct this before we can move forward. Thank you for your attention to this matter.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c(w/o Enclosures): Mr. Steve Chutchian, w/Town of Addison
Mr. Ken C. Dippel, w/firm

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

January 10, 2003

Mr. Mark Knutson
Tharaldson Companies
1201 Page Drive
Fargo, ND 58103

✓ HEZ 7/4 GR

RE: Addison Restaurant Park – Lots 4 and 5

Dear Mr. Knutson:

Pursuant to our discussion earlier today, enclosed is an amended Right-of-Way Deed and an Amended Temporary Construction Easement, each reflecting the purchase price as listed in the Contract of Sale. I look forward to receiving the executed documents and to finalizing this transaction.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c(w/o Enclosures): Mr. Steve Chutchian, w/Town of Addison
Mr. Ken C. Dippel, w/firm

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

January 6, 2003

Mr. Mark Knutson
Tharaldson Companies
1201 Page Drive
Fargo, ND 58103

RE: Addison Restaurant Park – Lots 4 and 5

Dear Mr. Knutson:

As we discussed, enclosed is a corrected Right-of-Way Deed for the above-referenced property. This corrected instrument reflects the purchase price agreed upon in the contract of sale executed by Gary Tharaldson on December 9, 2002 and by the Town of Addison on December 17, 2002. Please have Mr. Tharaldson execute this document and return it to me at your earliest convenience. I will then forward it to the title company so that we can complete this transaction. Thank you for your assistance in this matter.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

c(w/o Enclosure): Mr. Steve Chutchian, w/Town of Addison
Mr. Ken C. Dippel, w/firm

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

December 30, 2002

Ms. Janine Barber
Republic Title Company
2626 Howell Street, 10th Floor
Dallas, Texas 75204

**RE: Your File No. 02R14033/SJ6
Heritage Inn No. 13 to Town of Addison
Parcel 5, Arapaho Road Project**

Dear Janine:

Enclosed are copies of the following documents:

1. Executed Temporary Construction Easement for Parcel 5 TE; and
2. Executed Right-of-Way Deed for Parcel 5.

As you will recall, I forwarded a copy of the executed Contract of Sale to you on December 18, 2002. Please take the necessary steps to close this transaction. If you have any questions or need anything further, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c: Mr. Mike Murphy (w/Enclosures)
Mr. Steve Chutchian (w/Enclosures)
Mr. Ken Dippel, w/firm (w/o Enclosures)

COPY

After Recording Return To:
Angela K. Washington
Cowles & Thompson, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

RIGHT-OF-WAY DEED

DATE: December 23, 2002

GRANTOR: HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP
1201 Page Drive
Fargo, ND 58103

GRANTEE: TOWN OF ADDISON, TEXAS
5300 Belt Line Road
Addison, TX 75001
(Dallas County, Texas)

CONSIDERATION:

One Hundred Seventy-Eight Thousand Five Hundred Forty-Two DOLLARS AND No/100 (\$178,542.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A tract of land, herein referred to as Parcel 5, containing approximately 25,228 square feet of land, and more particularly described in Exhibit A (Parcel 5 Field Note Description), and depicted on Exhibit B (Parcel 5 Survey Depiction), which are attached hereto and incorporated herein by reference.

CONVEYANCE:

For the consideration described above, Grantor hereby grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

MISCELLANEOUS:

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

EXHIBIT A

Parcel 5
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.5792 acre (25,228 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records, said 0.5792 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod found for the common Northeast corner of said called 4.1525 acre tract, Southeast corner of a 60 foot wide right of way dedication as evidenced by the said plat of Addison Restaurant Park, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat dated August 2, 1989 and recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed dated August 5, 1958 and recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH $00^{\circ}12'19''$ WEST (called South $00^{\circ}43'00''$ West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 21.00 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road;

THENCE, SOUTHWESTERLY, departing said common line and along the proposed South right of way line of Arapaho Road and the arc of a non-tangent curve to the right having a radius of 1,177.92 feet, a central angle of $19^{\circ}35'42''$, a chord bearing South $80^{\circ}13'20''$ West for 400.88 feet, for an arc distance of 402.84 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

EXHIBIT A

PARCEL 5 - ARAPAHO ROAD PROJECT

THENCE, NORTH 89°58'49 WEST, continuing along said proposed South right of way line of Arapaho Road, a distance of 305.09 feet to a 5/8 inch iron rod set in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. by the deed dated February 1, 1990 and recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00°24'10" WEST (called North 00°08'59" West), departing said South right of way line of Arapaho road and along said common line, a distance of 20.97 feet to a 5/8 inch iron rod with cap found for the common Northeast corner of said called 4.1525 acre tract, Northwest corner of said called 4.9814 acre tract and Southwest corner of said 60 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said common line and along the common North line of said called 4.1525 acre tract and South line of said 60 foot wide right of way dedication, passing at a distance of 397.14 feet a 5/8 inch iron rod found, continuing for a total distance of 533.12 feet (called 526.99 feet) to a 5/8 inch iron rod set for an angle point;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), continuing along said common line, a distance of 171.17 feet (called 177.16 feet) to the **POINT OF BEGINNING**;

CONTAINING an area of 0.5792 acres or 25,228 square feet of land within the metes recited.

EXHIBIT A

PARCEL 5 - ARAPAHO ROAD PROJECT

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 11-12-99
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

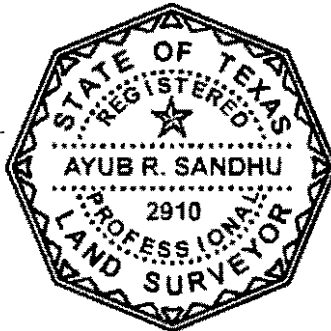


EXHIBIT "B"

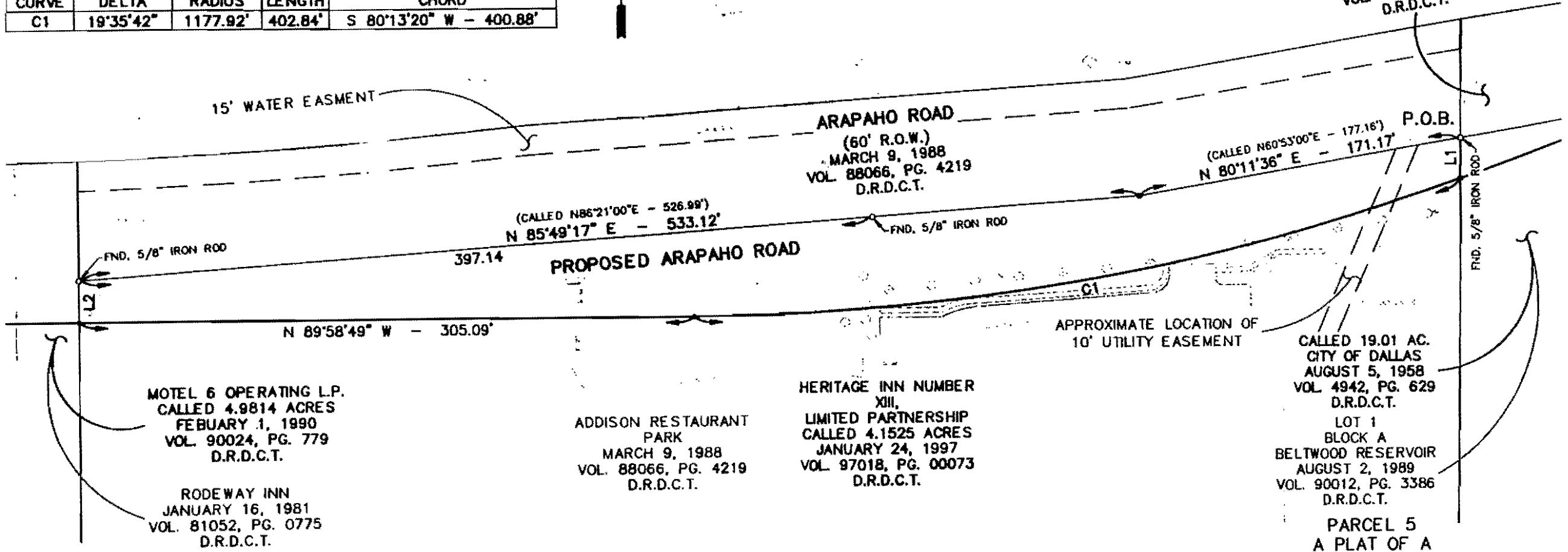
LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'19" W	S 00°43'00" W	21.00'	-
L2	N 00°24'10" W	N 00°08'59" W	20.97'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	19°35'42"	1177.92'	402.84'	S 80°13'20" W - 400.88'



EDWARD COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.



MOTEL 6 OPERATING L.P.
CALLED 4.9814 ACRES
FEBRUARY 1, 1990
VOL. 90024, PG. 779
D.R.D.C.T.

RODEWAY INN
JANUARY 16, 1981
VOL. 81052, PG. 0775
D.R.D.C.T.

ADDISON RESTAURANT
PARK
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

HERITAGE INN NUMBER
XII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
JANUARY 24, 1997
VOL. 97018, PG. 00073
D.R.D.C.T.

CALLLED 19.01 AC.
CITY OF DALLAS
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.
LOT 1
BLOCK A
BELTWOOD RESERVOIR
AUGUST 2, 1989
VOL. 90012, PG. 3386
D.R.D.C.T.

PARCEL 5
A PLAT OF A
0.5792 ACRE (25,228 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

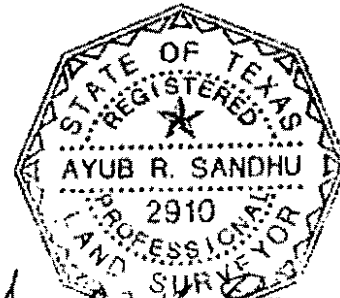
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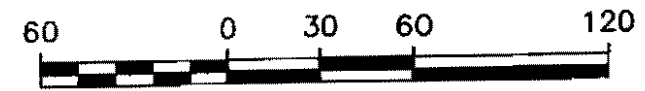
ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
 - DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



Ayub R. Sandhu
11-12-99



GRAPHIC SCALE
1 INCH = 60 FT.

COPY

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
COUNTY OF DALLAS § KNOW ALL MEN BY THESE PRESENTS §

THAT HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP, a North Dakota Partnership, hereinafter called GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and State of Texas, a temporary easement and right of passage in, on, over, across, along, under and through a portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is shown and depicted on Exhibit B, attached to and incorporated herein, for the purpose of constructing a roadway to be known as Arapaho Road. The Easement Area is described as follows:

See attached Exhibit A (Field Note Description for Parcel 5-TE), which is made a part of this easement as if fully copied herein.

This temporary construction easement shall only be used by GRANTEE and its contractors in connection with the construction of a public right-of-way adjacent to the Easement Area. GRANTEE shall restore the Easement Area to the condition that existed before the construction of the roadway.

This temporary easement shall terminate 24 months from the date of the Notice to Proceed with construction under the construction contract for the roadway adjacent to the Easement Area, or upon completion of the construction of the portion of the roadway adjacent to the Easement Area, whichever is earlier.

TO HAVE AND TO HOLD unto the Town of Addison, Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement and Easement Area described above. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and defend all and singular the Easement Area to Grantee for the duration and purposes set out herein against every person whomsoever lawfully claiming or to claim the same or any part thereof.

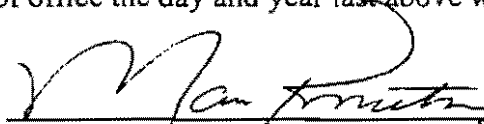
EXECUTED this 23rd day of December, 2002.

GRANTOR
Heritage Inn Number XIII, Limited Partnership
By: Midwest Heritage Inn, Inc. its General Partner
By: Gary Tharalson
Print Name: Gary Tharalson
Print Title: President

STATE OF NORTH DAKOTA §
COUNTY OF CASS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 23rd day of December, 2002, personally appeared Gary Tharaldson, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

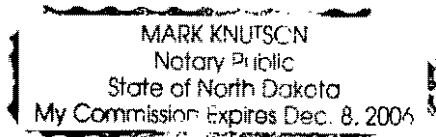
GIVEN UNDER my hand and seal of office the day and year last above written.



Notary Public, State of North Dakota
Print Name: Mark Knutson

MY COMMISSION EXPIRES:

12-8-06



[SEAL]

EXHIBIT A

Parcel 5-TE
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0813 acre (3,539 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records, said 0.0813 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the common Northeast corner of said called 4.1525 acre tract, Southeast corner of a 60 foot wide right of way dedication as evidenced by the said plat of Addison Restaurant Park, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat dated August 2, 1989 and recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed dated August 5, 1958 and recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 21.00 feet to a point in a curve of the proposed South right of way line of Arapaho Road for the Northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), departing said proposed South right of way line of Arapaho Road and continuing along said common line, a distance of 5.31 feet to a point for the beginning of a non-tangent curve to the right;

THENCE, SOUTHWESTERLY, departing said common line and along the arc of said curve to the right having a radius of 1,182.92 feet, a central angle of 19°30'28", a chord bearing South 80°15'57" West for 400.81 feet, for an arc distance of 402.75 feet to the point of tangency of said curve;

EXHIBIT A

PARCEL 5-TE - ARAPAHO ROAD PROJECT

THENCE, NORTH 89°58'49 WEST, a distance of 305.05 feet to a point in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. by the deed dated February 1, 1990 and recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00°24'10" WEST (called North 00°08'59" West), along said common line, a distance of 5.00 feet to a point in said proposed South right of way line of Arapaho Road;

THENCE, SOUTH 89°58'49 EAST, departing said common line and along said proposed South right of way line of Arapaho Road, a distance of 305.09 feet to the point of curvature of a tangent curve to the left;

THENCE, NORTHEASTERLY, continuing along said proposed South right of way line of Arapaho Road and the arc of said curve to the left having a radius of 1,177.92 feet, a central angle of 19°35'42", a chord bearing North 80°13'20" East for 400.88 feet, for an arc distance of 402.84 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.0813 acres or 3,539 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 7-26-01
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

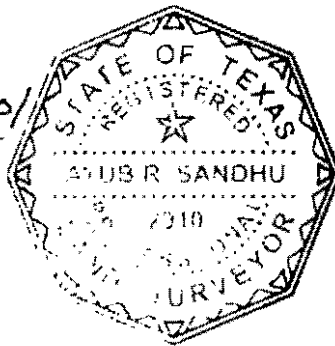


EXHIBIT "B"

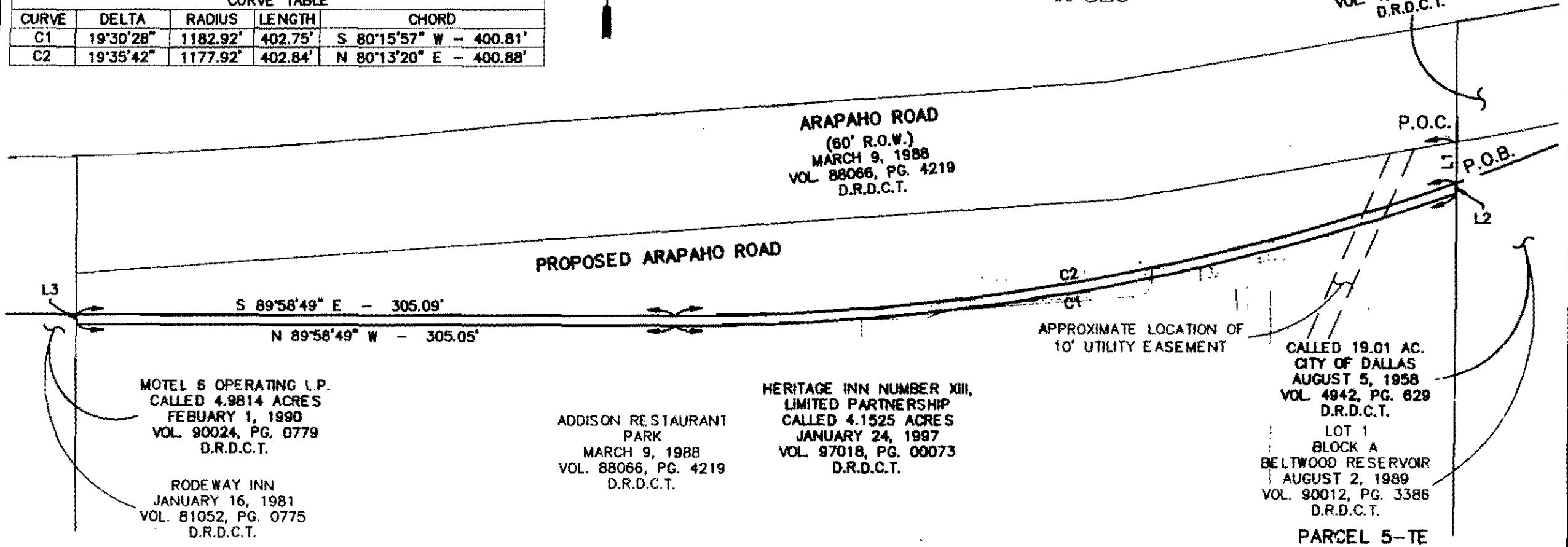


EDWARD COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'19" W	500'43'00"W	21.00'	-
L2	S 00°12'19" W	500'43'00"W	5.31'	-
L3	N 00°24'10" W	N00°08'59"W	5.00'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	19°30'28"	1182.92'	402.75'	S 80°15'57" W - 400.81'
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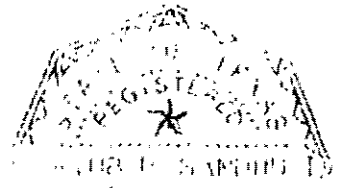
NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

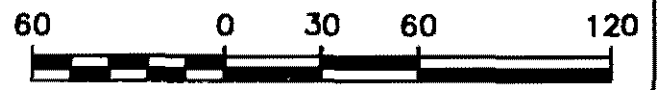
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A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
 - DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



Dejelo K. [Signature]
7-26-01



GRAPHIC SCALE
1 INCH = 60 FT.

TOWN OF
ADDISON

PUBLIC WORKS

To: MS. ANGELA WASHINGTON From: STEVE CHUTCHIAN

Company: COLLES & THOMPSON

FAX #: 214-672-2344

Date: 1/3/02

No. of pages (including cover): 3

ANGELA - ATTACHED IS THE COUNCIL
ACTION THAT AUTHORIZED PAYMENT
TO HERITAGE. IS THIS SUFFICIENT,
OR DO WE NEED TO PLACE A NEW
AGENDA ITEM BEFORE THE COUNCIL
ON THE 14th? STEVE C.

Phone: 972/450-2886

Fax: 972/450-2837

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

Passed
8/13/02

#R12-1

Council Agenda Item #R12

SUMMARY:

This item is for consideration and approval of an offer submitted by Heritage Inn Number XIII/Tharaldson Development Co., for acquisition of right-of-way on Lots 4 & 5, Addison Restaurant Park

FINANCIAL IMPACT:

Budgeted Amount: N/A

Cost: \$178,542.00

Source of Funds: Funds are available from Year 2000 General Obligation Bond Program, Project No. 83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho Road, Phase III project. Approximately 0.5792 acre of permanent right-of-way adjacent to the proposed extension of Arapaho Road (see attached Parcel 5 map) is required as part of the proposed roadway improvements. A 0.0813 acre temporary construction easement (see attached Parcel 5-TE map) is also necessary to complete the project. This parcel is a portion of Lots 4 & 5, Addison Restaurant Park, and is owned by Heritage Inn Number XIII/Tharaldson Development Co. (Quality Suites Hotel).

On June 25, 2002, staff was authorized by Council to make a final offer to the property owner, in the total amount of \$140,700.00, for acquisition of this right-of-way and temporary construction easement. On July 23, 2002, staff received a counter offer response from the owner, with the following provisions included:

- | | | |
|----|---------------------------------|-----------------|
| a. | Permanent Right-of-Way | \$176,596.00 |
| | Temporary Construction Easement | <u>1,946.00</u> |
| | Total | \$178,542.00 |
- (This total represents a \$37,842.00 increase above the assessed value)
- b. Approval for two additional curb cuts from Arapaho Road into the Quality Suites property.
 - c. A sign variance which would allow for erection of a higher pole sign for the Quality Suites property.

Final design of the Arapaho Road project can provide for one curb cut that will connect an existing drive approach to the proposed roadway at the east end of the Quality Suites site. Additional curb cuts cannot be accommodated due to the proximity of the bridge section to the remaining portion of the property. A sign variance was previously approved for the Bay Street Restaurant, with dimensions of 9 ft.x 8 ft., with a maximum height of 30 ft. The location of the Quality Suites site in conjunction with the proposed Arapaho Road bridge may necessitate a new sign of similar size and height.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to offer a total of \$178,542.00 to Heritage Inn Number XIII/Tharaldson Development Co., for the acquisition of 0.5792 acre of permanent right-of-way and 0.0813 acre of temporary construction easement from Lots 4 & 5, Addison Restaurant Park. It is also recommended that the Quality Suites Hotel property be provided with one curb cut on the east end of the site and the owner be notified that per the Town of Addison ordinance, a sign with dimensions of 9 ft. x 8 ft. and maximum total height of 30 ft., will be considered when formally requested by the property owner.

Passed
8/13/02

#R12-1

Council Agenda Item #R12

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Tharaldson Companies

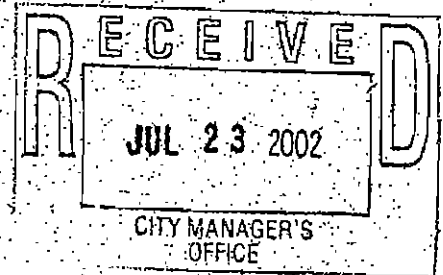
#R12-2

1201 PAGE DRIVE
FARGO, ND 58103

Phone: (701) 235-1167
Fax: (701) 235-1262

July 22, 2002

Mr. Ron Whitehead, City Manager
Town of Addison
5300 Belt Line Road
Dallas, TX 75254



RE: Lots 4 & 5, Addison Restaurant Park
Heritage Inn Number XIII / Tharaldson Development Co.

Dear Mr. Whitehead:

We have received your letter dated June 26, 2002 regarding the above referenced property. Thank you providing that information to us.

While we feel that your offer is a good one, there are some additional items which could help our property significantly, and we would like to make the following counter-offer:

- | | | |
|----|--|-----------|
| 1) | Permanent Right of Way: (Land Only @ \$7.00/SF) | \$176,596 |
| | Compensation for Improvements (None - Replacement) | \$ 0 |
| | Landscaping (None - Replacement) | \$ 0 |
| | Temporary Construction Easement | \$ 1,946 |
| 2) | Curb Cuts | |
| | We would request the approval for two additional curb cuts from Arapaho Road into our Quality Suites property. | |
| 3) | Sign Variance | |
| | We would request a sign variance which would allow us to erect a higher pole sign for the Quality Suites property. | |

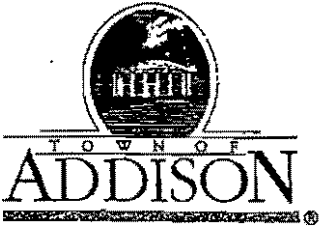
Again, thank you for the information you have provided. We look forward to hearing from you and working with the Town of Addison.

Sincerely,

Mark Knutson
Finance Manager

Enclosures
cck/MK

R12-3



OFFICE OF THE CITY MANAGER

(972) 450-7000 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

June 26, 2002

Mr. Rick Larsen
Tharaldson Development
1201 Page Drive
Fargo, North Dakota 58103

**Re: Lots 4 & 5, Addison Restaurant Park
Heritage Inn Number XIII/Tharaldson Development**

Dear Mr. Larsen:

In February 2000, the Town of Addison elected to sell bonds in order to fund six construction projects. Included in these projects is the extension of Arapaho Road, from Addison Road to Marsh Lane. At this time, we are in the right-of-way acquisition phase of the project, from Addison Rd. to Surveyor Blvd. The Town of Addison has determined the need to acquire a portion of the tract of land that is currently occupied by Quality Suites. This land acquisition is necessary for the purpose of obtaining public right-of-way for the Arapaho Road project along with related municipal uses including public parks and open spaces. The firm of Evaluation Associates originally appraised the property in January 2002. The attached summary sheet shows the fair market value of this taking is \$140,700.00. In June 2002, the City Council of the Town of Addison authorized me to make an offer to purchase the 0.5792 acre of permanent right-of-way and 0.0813 acre temporary construction easement at the total appraised value of \$140,700.00.

The Town of Addison requests that you respond to this offer of purchase within thirty (30) days of the date of this letter. If we do not hear from you within the thirty (30) days, the Town will consider its offer rejected and we will initiate eminent domain proceedings to acquire the property.

Should you have any questions, please feel free to contact Mr. Mike Murphy, Director of Public Works, at (972) 450-2871; or myself.

Sincerely,

Ron Whitehead
City Manager

#R12-4

EVALUATION ASSOCIATES

RIGHT OF WAY LAND RIGHTS ANALYSIS • APPRAISAL • ACQUISITION • SOLUTIONS

SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

Property Owner: Heritage Inn Number XIII/Tharaldson Development
Parcel No. 5

Valuation Conclusion:

Whole Property (Land Only)	\$900,000
Proposed Acquisition	\$ 138,754
Remainder Before Acquisition	\$ 761,246
Remainder After Acquisition	\$ 761,246
Loss in Value of Remainder After	\$ -0-

Determination of Compensation:

Permanent Right of Way (Land Only @ \$5.50/SF)	\$138,754
Compensation for Improvements (None - Replacement)	\$ -0-
Landscaping (None - Replacement)	\$ -0-
Temporary Construction Easement	\$ <u>1,946</u>

Total Compensation: \$140,700

Date of Appraisal: January 12, 2002

Location: 4555 Belt Line Road, Town of Addison, Texas

Legal Description: Lots 4 and 5, Addison Restaurant Park, Town of Addison, Dallas County, Texas

Land Size: Whole Property (per DCAD records) 3.7610 Acres
Right of way Area 0.5792 Acres
Temporary Construction easement 0.0813 Acres

Zoning: PD, Planned Development District

Highest and Best Use:

As if Vacant BEFORE: Commercial use
As if Vacant AFTER: Commercial use

DALLAS AREA RAPID TRANSIT

TOWN OF ADDISON
EXISTING ROW

ARAPARK ROAD

HERITAGE RM NUMBER XXIII

PROPOSED ROW

UPPER B

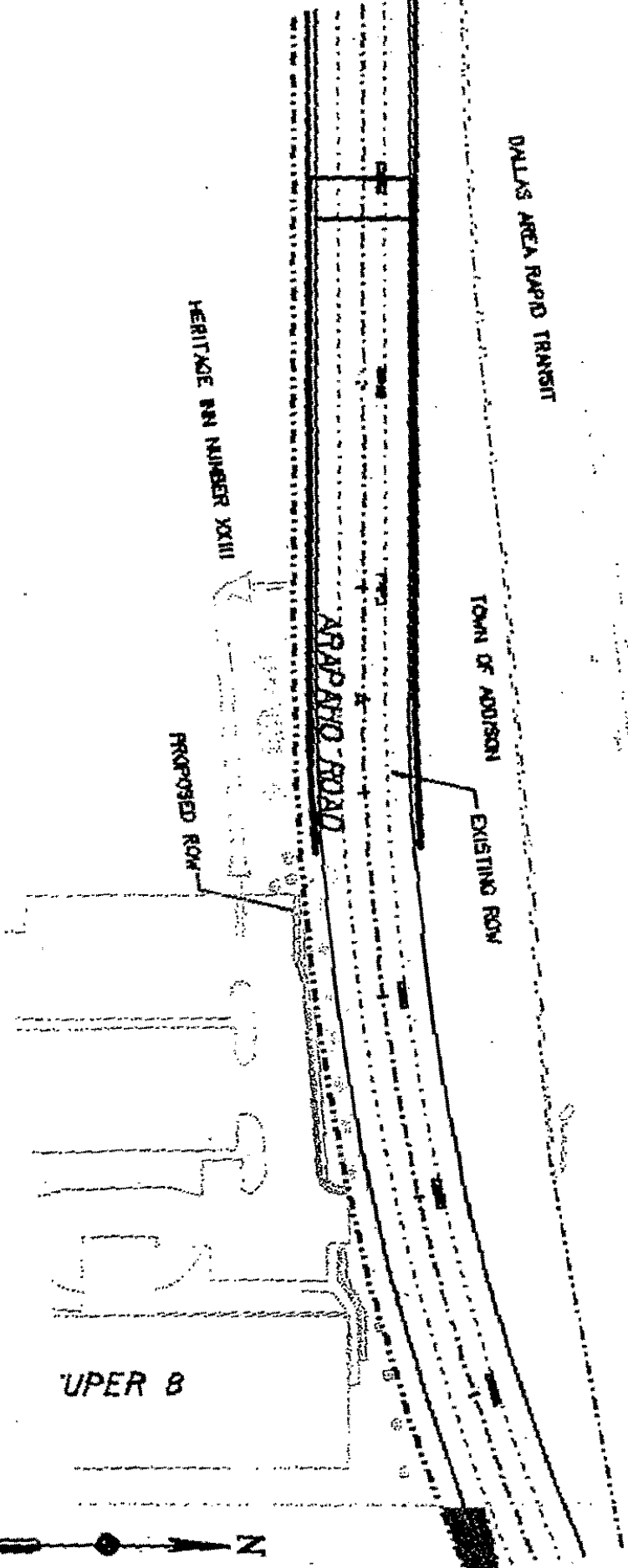


EXHIBIT "B"

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'19" W	S00°43'00"W	21.00'	--
L2	N 00°24'10" W	N00°08'59"W	20.97'	--

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	19°35'42"	1177.92'	402.84'	S 80°13'20" W - 400.88'



EDWARD COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.

15' WATER EASEMENT

ARAPAHO ROAD
(60' R.O.W.)
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

(CALLED N80°53'00"E - 177.16')
N 80°11'36" E - 171.17'

P.O.B.

(CALLED N86°21'00"E - 526.99')
N 85°49'17" E - 533.12'

PROPOSED ARAPAHO ROAD

APPROXIMATE LOCATION OF
10' UTILITY EASEMENT

MOTEL 6 OPERATING LP.
CALLED 4.9814 ACRES
FEBRUARY 1, 1990
VOL. 9D024, PG. 779
D.R.D.C.T.

RODEWAY INN
JANUARY 16, 1981
VOL. 81052, PG. 0775
D.R.D.C.T.

ADDISON RESTAURANT
PARK
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

HERITAGE INN NUMBER
XIII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
JANUARY 24, 1997
VOL. 97018, PG. 00073
D.R.D.C.T.

CALLLED 19.01 AC.
CITY OF DALLAS
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.
LOT 1
BLOCK A
BELTWOOD RESERVOIR
AUGUST 2, 1989
VOL. 90012, PG. 3386
D.R.D.C.T.

PARCEL 5
A PLAT OF A
0.5792 ACRE (25,228 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

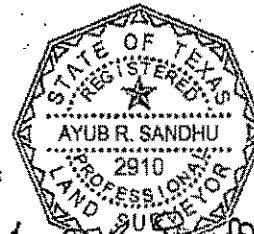
NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED
HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT
PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY
LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO
THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN
VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH
ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



Ayub R. Sandhu
11-12-99

60 0 30 60 120

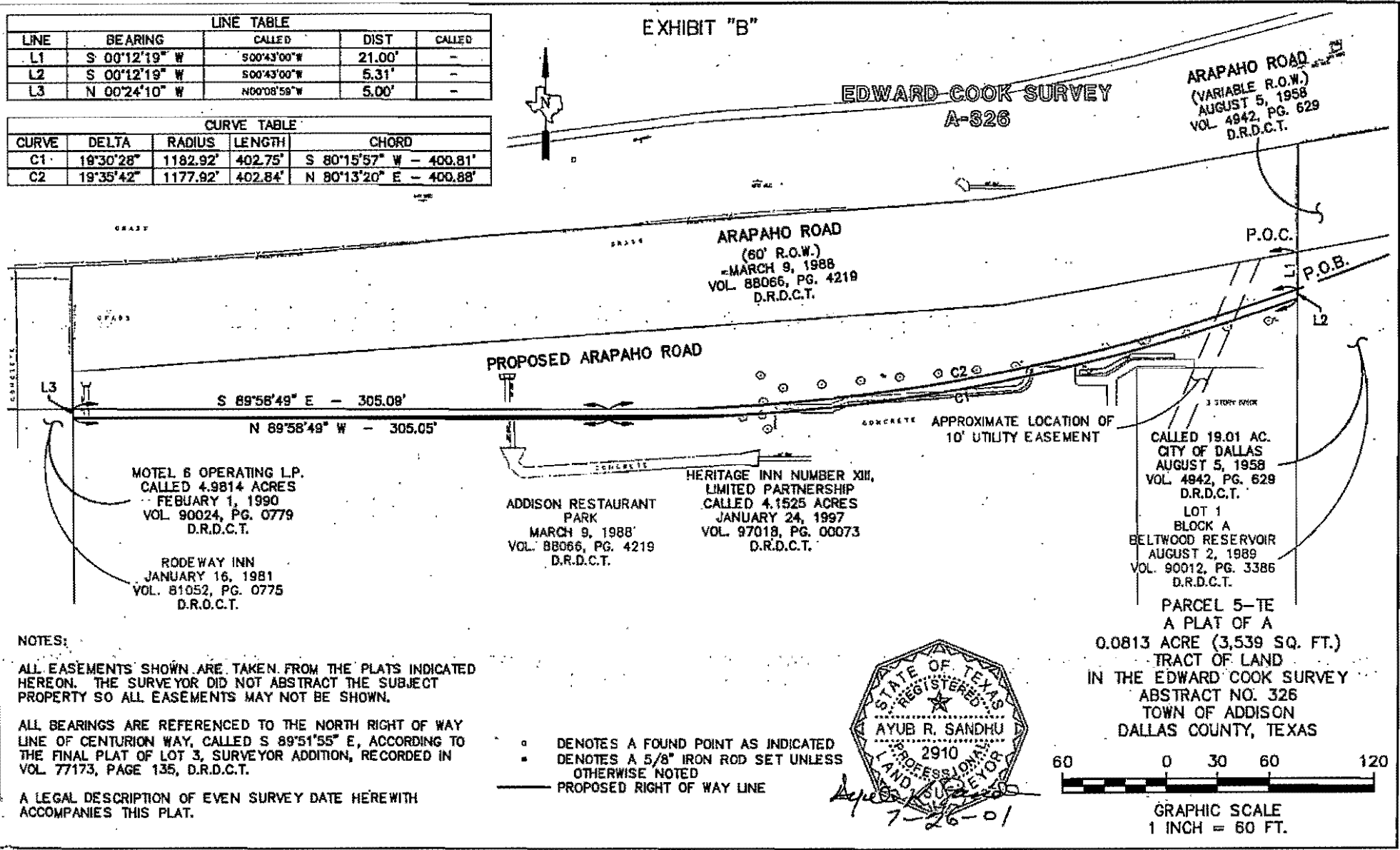


GRAPHIC SCALE
1 INCH = 60 FT.

EXHIBIT "B"

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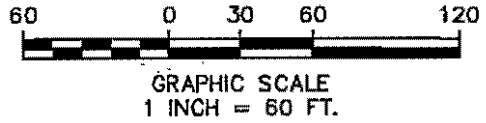


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- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



COPY

After Recording Return To:

Angela K. Washington
Cowles & Thompson, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

RIGHT-OF-WAY DEED

DATE: December 23, 2002

GRANTOR: HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP
1201 Page Drive
Fargo, ND 58103

GRANTEE: TOWN OF ADDISON, TEXAS
5300 Belt Line Road
Addison, TX 75001
(Dallas County, Texas)

CONSIDERATION:

One Hundred Seventy-Eight Thousand Five Hundred Forty-Two DOLLARS AND No/100 (\$178,542.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A tract of land, herein referred to as Parcel 5, containing approximately 25,228 square feet of land, and more particularly described in Exhibit A (Parcel 5 Field Note Description), and depicted on Exhibit B (Parcel 5 Survey Depiction), which are attached hereto and incorporated herein by reference.

CONVEYANCE:

For the consideration described above, Grantor hereby grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

MISCELLANEOUS:

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the day first written above.

Heritage Inn Number XIII, Limited Partnership

By: Midwest Heritage Inn, Inc., its General Partner

By: Gary Tharaldson

Print Name: Gary Tharaldson

Print Title: Base President

STATE OF NORTH DAKOTA §

COUNTY OF CASS §

Before Me, the undersigned notary public in and for said county and state, on this 23rd day of December, 2002, personally appeared Gary Tharaldson, President of Midwest Heritage Inn, Inc., known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

Mark Knutson

Notary Public, State of North Dakota

Print Name: Mark Knutson

My Commission Expires:

12-8-06

[SEAL]

MARK KNUTSON
Notary Public
State of North Dakota
My Commission Expires Dec 8, 2006

EXHIBIT A

Parcel 5
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.5792 acre (25,228 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records, said 0.5792 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod found for the common Northeast corner of said called 4.1525 acre tract, Southeast corner of a 60 foot wide right of way dedication as evidenced by the said plat of Addison Restaurant Park, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat dated August 2, 1989 and recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed dated August 5, 1958 and recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 21.00 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road;

THENCE, SOUTHWESTERLY, departing said common line and along the proposed South right of way line of Arapaho Road and the arc of a non-tangent curve to the right having a radius of 1,177.92 feet, a central angle of 19°35'42", a chord bearing South 80°13'20" West for 400.88 feet, for an arc distance of 402.84 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

EXHIBIT A

PARCEL 5 - ARAPAHO ROAD PROJECT

THENCE, NORTH 89°58'49 WEST, continuing along said proposed South right of way line of Arapaho Road, a distance of 305.09 feet to a 5/8 inch iron rod set in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. by the deed dated February 1, 1990 and recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00°24'10" WEST (called North 00°08'59" West), departing said South right of way line of Arapaho road and along said common line, a distance of 20.97 feet to a 5/8 inch iron rod with cap found for the common Northeast corner of said called 4.1525 acre tract, Northwest corner of said called 4.9814 acre tract and Southwest corner of said 60 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said common line and along the common North line of said called 4.1525 acre tract and South line of said 60 foot wide right of way dedication, passing at a distance of 397.14 feet a 5/8 inch iron rod found, continuing for a total distance of 533.12 feet (called 526.99 feet) to a 5/8 inch iron rod set for an angle point;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), continuing along said common line, a distance of 171.17 feet (called 177.16 feet) to the **POINT OF BEGINNING**;

CONTAINING an area of 0.5792 acres or 25,228 square feet of land within the metes recited.

EXHIBIT A

PARCEL 5 - ARAPAHO ROAD PROJECT

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 11-12-99

Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

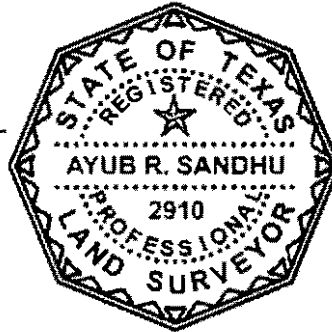


EXHIBIT "B"

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'19" W	S00°43'00"W	21.00'	-
L2	N 00°24'10" W	N00°08'59"W	20.97'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	19°35'42"	1177.92'	402.84'	S 80°13'20" W - 400.88'



EDWARD COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.

15' WATER EASMENT

ARAPAHO ROAD
(60' R.O.W.)
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

(CALLED N80°53'00"E - 177.16')
N 80°11'36" E - 171.17' P.O.B.

(CALLED N86°21'00"E - 526.99')
N 85°49'17" E - 533.12'

FND. 5/8" IRON ROD

397.14

PROPOSED ARAPAHO ROAD

FND. 5/8" IRON ROD

FND. 5/8" IRON ROD

N 89°58'49" W - 305.09'

APPROXIMATE LOCATION OF
10' UTILITY EASEMENT

MOTEL 6 OPERATING L.P.
CALLED 4.9814 ACRES
FEBRUARY 1, 1990
VOL. 90024, PG. 779
D.R.D.C.T.

ADDISON RESTAURANT
PARK
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

HERITAGE INN NUMBER
XII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
JANUARY 24, 1997
VOL. 97018, PG. 00073
D.R.D.C.T.

CALLED 19.01 AC.
CITY OF DALLAS
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.
LOT 1
BLOCK A
BELTWOOD RESERVOIR
AUGUST 2, 1989
VOL. 90012, PG. 3386
D.R.D.C.T.

PARCEL 5
A PLAT OF A
0.5792 ACRE (25,228 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

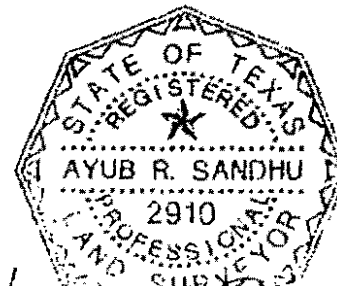
NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED
HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT
PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY
LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO
THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN
VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH
ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



Ayub R. Sandhu
11-12-99



GRAPHIC SCALE
1 INCH = 60 FT.

COPY

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

§

COUNTY OF DALLAS

§

THAT HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP, a North Dakota Partnership, hereinafter called GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and State of Texas, a temporary easement and right of passage in, on, over, across, along, under and through a portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is shown and depicted on Exhibit B, attached to and incorporated herein, for the purpose of constructing a roadway to be known as Arapaho Road. The Easement Area is described as follows:

See attached Exhibit A (Field Note Description for Parcel 5-TE), which is made a part of this easement as if fully copied herein.

This temporary construction easement shall only be used by GRANTEE and its contractors in connection with the construction of a public right-of-way adjacent to the Easement Area. GRANTEE shall restore the Easement Area to the condition that existed before the construction of the roadway.

This temporary easement shall terminate 24 months from the date of the Notice to Proceed with construction under the construction contract for the roadway adjacent to the Easement Area, or upon completion of the construction of the portion of the roadway adjacent to the Easement Area, whichever is earlier.

TO HAVE AND TO HOLD unto the Town of Addison, Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement and Easement Area described above. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and defend all and singular the Easement Area to Grantee for the duration and purposes set out herein against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 23rd day of December, 2002.

GRANTOR

Heritage Inn Number XIII, Limited Partnership

By: Midwest Heritage Inn, Inc., its General Partner

By: [Signature]

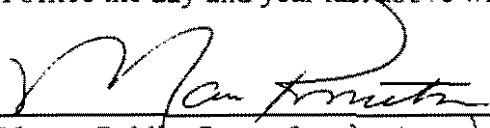
Print Name: Gary Tharaldson

Print Title: President

STATE OF NORTH DAKOTA §
COUNTY OF CASS §

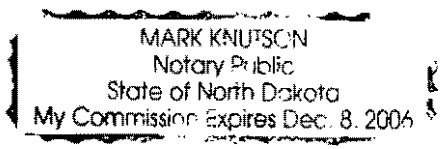
BEFORE ME, the undersigned notary public in and for said county and state, on this 23rd day of December, 2002, personally appeared Gary Tharaldson, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.



Notary Public, State of North Dakota
Print Name: Mark Knutson

MY COMMISSION EXPIRES:
12-8-06



[SEAL]

EXHIBIT A

Parcel 5-TE
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0813 acre (3,539 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records, said 0.0813 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the common Northeast corner of said called 4.1525 acre tract, Southeast corner of a 60 foot wide right of way dedication as evidenced by the said plat of Addison Restaurant Park, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat dated August 2, 1989 and recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed dated August 5, 1958 and recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 21.00 feet to a point in a curve of the proposed South right of way line of Arapaho Road for the Northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), departing said proposed South right of way line of Arapaho Road and continuing along said common line, a distance of 5.31 feet to a point for the beginning of a non-tangent curve to the right;

THENCE, SOUTHWESTERLY, departing said common line and along the arc of said curve to the right having a radius of 1,182.92 feet, a central angle of 19°30'28", a chord bearing South 80°15'57" West for 400.81 feet, for an arc distance of 402.75 feet to the point of tangency of said curve;

EXHIBIT A

PARCEL 5-TE - ARAPAHO ROAD PROJECT

THENCE, NORTH 89°58'49 WEST, a distance of 305.05 feet to a point in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. by the deed dated February 1, 1990 and recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00°24'10" WEST (called North 00°08'59" West), along said common line, a distance of 5.00 feet to a point in said proposed South right of way line of Arapaho Road;

THENCE, SOUTH 89°58'49 EAST, departing said common line and along said proposed South right of way line of Arapaho Road, a distance of 305.09 feet to the point of curvature of a tangent curve to the left;

THENCE, NORTHEASTERLY, continuing along said proposed South right of way line of Arapaho Road and the arc of said curve to the left having a radius of 1,177.92 feet, a central angle of 19°35'42", a chord bearing North 80°13'20" East for 400.88 feet, for an arc distance of 402.84 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.0813 acres or 3,539 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 7-26-01
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

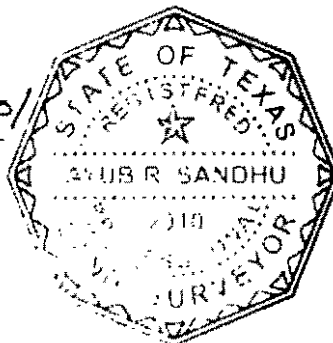


EXHIBIT "B"

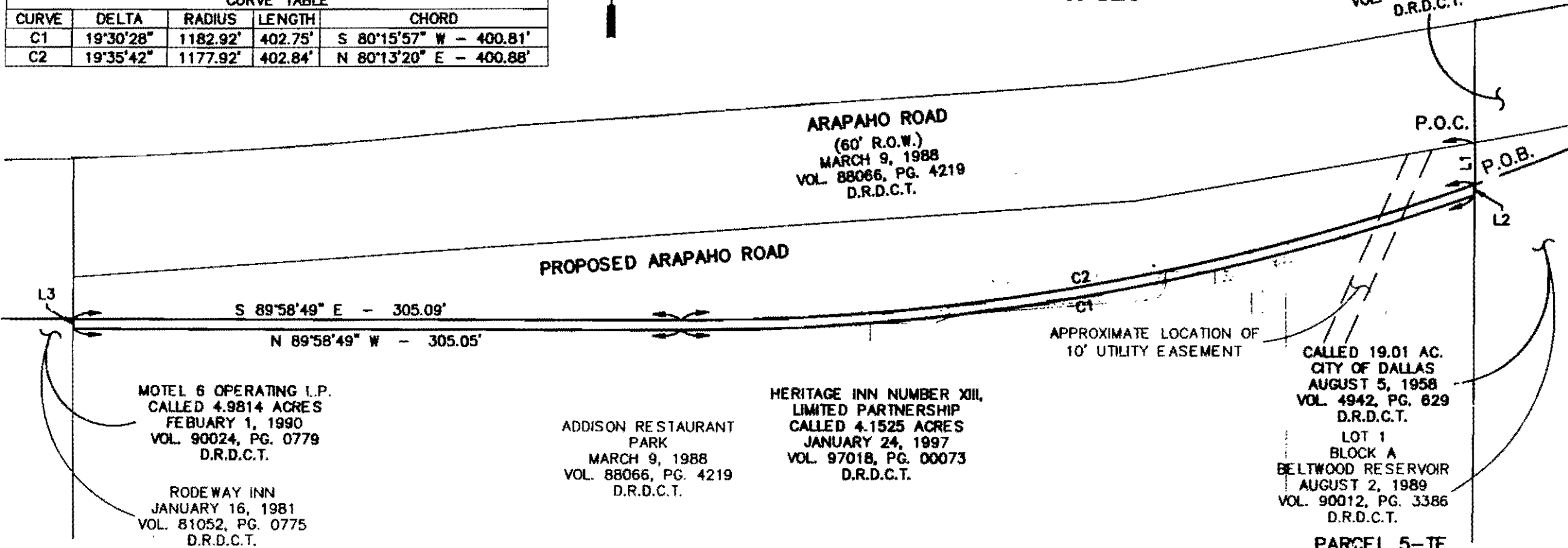
LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'19" W	S00°43'00"W	21.00'	-
L2	S 00°12'19" W	S00°43'00"W	5.31'	-
L3	N 00°24'10" W	N00°08'59"W	5.00'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	19°30'28"	1182.92'	402.75'	S 80°15'57" W - 400.81'
C2	19°35'42"	1177.92'	402.84'	N 80°13'20" E - 400.88'



EDWARD COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.



MOTEL 6 OPERATING L.P.
CALLED 4.9814 ACRES
FEBRUARY 1, 1990
VOL. 90024, PG. 0779
D.R.D.C.T.

RODEWAY INN
JANUARY 16, 1981
VOL. 81052, PG. 0775
D.R.D.C.T.

ADDISON RESTAURANT
PARK
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

HERITAGE INN NUMBER XIII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
JANUARY 24, 1997
VOL. 97018, PG. 00073
D.R.D.C.T.

CALLLED 19.01 AC.
CITY OF DALLAS
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.

LOT 1
BLOCK A
BELTWOOD RESERVOIR
AUGUST 2, 1989
VOL. 90012, PG. 3386
D.R.D.C.T.

PARCEL 5-TE
A PLAT OF A
0.0813 ACRE (3,539 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED
HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT
PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY
LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO
THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN
VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH
ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



Aguelo R. Prado
7-26-01



GRAPHIC SCALE
1 INCH = 60 FT.

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

December 2, 2002

Mr. Mark Knudson
Tharaldson Company
1201 Pege Drive
Fargo, ND 58103

**Re: Lots 4 and 5, Addison Restaurant Park
Heritage Inn #13/Tharaldson Development**

Dear Mr. Knudson:

Enclosed are three originals of the Contract of Sale for the above referenced property. Paragraph 8.1 of Article VIII of the contract has been amended pursuant to our discussion earlier today. Please have Mr. Tharaldson execute all three originals and return the documents to me. If he is not the correct party, please let me know and I will make the necessary adjustments. Also, please fill in the address for notice purposes on Page 6 of the Agreement. Once I receive the completed and executed documents, I will then have the Town of Addison City Manager Ron Whitehead execute the documents and return an original to you along with originals of the Right-of-Way Deed and Temporary Construction Easement documents to be executed by the appropriate parties. We will then have our title company take the necessary steps to complete this transaction.

It has been a pleasure working with you. I look forward to hearing from you soon. Please let me know if you have any questions or concerns.

Sincerely,

Angela K. Washington

AKW/db
Enclosure

c w/o enclosure: Mike Murphy
Steve Chutchian ✓
Ken Dippel

Steve Chutchian

To: awashington@cowlesthompson.com
Subject: Arapaho Rd., Parcel 5

Angela - Mr. Mark Knudson, representing the owner of Parcel 5 (Heritage Inn), fax: 701-235-1262, has requested that the Town rework the Contract of Sale for the acquisition of the right-of-way on Arapaho Rd. They asked that we break out the \$140,700 total value into the land cost (\$138,754) and the temporary constr. easement (\$1,946).

Mark also asked if we could change the land cost to \$120,000 and the temp. constr. easement to \$20,700. I told him that I would consult with you and we would let him know. This change in values is requested by the owner in order to reduce their capital gains tax. Your review and disposition of this issue is greatly appreciated. Thanks.

Steve C.

EVALUATION ASSOCIATES

RIGHT OF WAY LAND RIGHTS ANALYSIS • APPRAISAL • ACQUISITION • SOLUTIONS

SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

**Property Owner: Heritage Inn Number XIII/Tharaldson Development
Parcel No. 5**

Valuation Conclusion:

Whole Property (Land Only)	\$900,000
Proposed Acquisition	\$ 138,754
Remainder Before Acquisition	\$ 761,246
Remainder After Acquisition	\$ 761,246
Loss in Value of Remainder After	\$ -0-

Determination of Compensation:

Permanent Right of Way (Land Only @ \$5.50/SF)	\$138,754
Compensation for Improvements (None - Replacement)	\$ -0-
Landscaping (None - Replacement)	\$ -0-
Temporary Construction Easement	\$ <u>1,946</u>

Total Compensation \$140,700

Date of Appraisal: January 12, 2002

Location: 4555 Belt Line Road, Town of Addison, Texas

Legal Description: Lots 4 and 5, Addison Restaurant Park, Town of Addison,
Dallas County, Texas

Land Size: Whole Property (per DCAD records) 3.7610 Acres
Right of way Area 0.5792 Acres
Temporary Construction easement 0.0813 Acres

Zoning: PD, Planned Development District

Highest and Best Use:

As if Vacant BEFORE: Commercial use
As if Vacant AFTER: Commercial use

Steve Chutchian

From: Michael Murphy
Sent: Thursday, October 24, 2002 4:32 PM
To: Ron Whitehead
Cc: Chris Terry; Steve Chutchian
Subject: Arapaho Road - Heritage Inn

Ron,

As you know we have been negotiating with Mr. Rick Larson with Heritage Inn. This is the piece of property in which the owner wants the appraised value (\$140,700) plus an additional (\$37,842) to cover what he originally paid for the land. He also wants a street cut, in which once you include roadway improvements to accommodate a street cut, would cost an additional (\$127,800). In a council meeting dated June 25th, 2002 you were given approval to offer the above package.

We recently made an offer to Mr. Larson to pay him the appraised value plus make the necessary improvements to accommodate his street cut but NOT pay him the additional (\$37,842). Mr. Larson let us know today that he *rejects* our offer and is willing to sign a contract for his original request, but would not sign the current contract as presented.

It is my recommendation that we move on the package approved by the City Council and get this property in our "sale column" and we then do everything in our power, during construction, to minimize the (\$127,800) price tag in accommodating the street cut.

Mike

Michael E. Murphy, PE
Director of Public Works
(972) 450-2878 Work
(214) 215-5280 Mobile
(972) 450-2837 Fax
E-Mail: mmurphy@ci.addison.tx.us

R LARSON @ THARALDSON.COM

Michael Murphy

From: Ron Whitehead
Sent: Thursday, October 24, 2002 7:37 PM
To: Michael Murphy
Subject: RE: Arapaho Road - Heritage Inn

Mike, We do not have to build the street cut at all if he rejects our offer. I think we can just tell him that. I don't like the street cut there anyway. We don't have to do the street cut and that saves us \$127,000. Ron

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

From: Michael Murphy
Sent: Thursday, October 24, 2002 4:32 PM
To: Ron Whitehead
Cc: Chris Terry; Steve Chutchian
Subject: Arapaho Road - Heritage Inn

Ron,

As you know we have been negotiating with Mr. Rick Larson with Heritage Inn. This is the piece of property in which the owner wants the appraised value (\$140,700) plus an additional (\$37,842) to cover what he originally paid for the land. He also wants a street cut, in which once you include roadway improvements to accommodate a street cut, would cost an additional (\$127,800). In a council meeting dated June 25th, 2002 you were given approval to offer the above package.

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It is my recommendation that we move on the package approved by the City Council and get this property in our "sale column" and we then do everything in our power, during construction, to minimize the (\$127,800) price tag in accommodating the street cut.

Mike

Michael E. Murphy, PE
Director of Public Works
(972) 450-2878 Work
(214) 215-5280 Mobile
(972) 450-2837 Fax
E-Mail: mmurphy@ci.addison.tx.us

PLEASE FILE

September 16, 2002

Mr. Rick Larsen
Tharaldson Development
1201 Page Drive
Fargo, North Dakota 58103

Re: Lots 4&5, Addison Restaurant Park
Heritage Inn Number XIII/Tharaldson Development

Dear Mr. Larsen:

We recently received your company's proposal dated July 22, 2002, regarding the Town of Addison's acquisition of a .5792 acre tract of land and a temporary construction easement in connection with the construction of Arapaho Road. In consideration of this offer, the Town of Addison will pay the appraised value of \$140,700.00 as the purchase price for the permanent right-of-way and temporary construction easement. In addition, the Town will provide all necessary engineering and construction improvements to accommodate a single access drive from Arapaho Road to the property (property dimensions preclude more than one driveway entrance from Arapaho Road). The cost of such improvements is expected to total approximately \$127,800.00.

A Contract of Sale setting forth the terms of this arrangement is enclosed for review and execution by Mr. Gary Tharaldson, who we understand is the president of Midwest Heritage Inn, Inc., the general partner of Heritage Inn Number XIII. Since the property will have frontage on Arapaho Road, you will be eligible for an additional sign in accordance with the ordinances and regulations of the Town. Thus, no provision addressing the requested sign variance has been included in the Contract of Sale.

As the Arapaho Road project is moving along quickly, we request your response to this offer by September 26, 2002. If we do not hear from you by September 26, we will proceed to condemnation.

Should you have any questions, please feel free to contact Mr. Mike Murphy, Director of Public Works, at (972) 450-2871, or myself.

Sincerely,

Ron Whitehead
City Manager

CONTRACT OF SALE

This Contract of Sale (this "Contract") is made and entered into by and between Heritage Inn Number XIII, Limited Partnership (the "Seller") and the Town of Addison, Texas (herein sometimes referred to as the "Buyer").

WITNESSETH:

WHEREAS, Seller is the sole owner of the real property located in the Town of Addison and described in Exhibit A attached hereto and incorporated herein (the **Entire Tract**); and

WHEREAS, the Town of Addison intends to construct an extension of Arapaho Road through the Town (the **Arapaho Road Phase III Extension**), part of which will be located upon and across a portion of the Entire Tract (which portion is described in Exhibit B attached hereto and incorporated herein (and referred to herein as the **Property**)); and

WHEREAS, during and in connection with the construction of the part of the Arapaho Road Phase III Extension which will be located upon and across the Property, the Town will need to use another portion of the Entire Tract (the **Easement Area**, described in Exhibit C attached hereto and incorporated herein) for temporary construction purposes (the **Temporary Construction Easement**); and

WHEREAS, Buyer desires to acquire the Property for street right-of-way and other public purposes and to acquire the Temporary Construction Easement in connection with the construction of the Arapaho Road Phase III Extension, and Seller desires to sell and convey the Property and the Temporary Construction Easement to Buyer; and

WHEREAS, Seller and Buyer desire to enter into this Contract setting forth the terms and conditions of such sale;

NOW, THEREFORE, Seller and Buyer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I **Defined Terms**

1.1 **Definitions**. As used herein, the following terms shall have the meanings indicated:

"Closing" means the consummation of the purchase of the Property by Buyer from Seller in accordance with Article VII.

"Closing Date" means the date specified in Section 7.1 on which the Closing is to be held.

"Deed" means the Warranty Deed to be executed by Seller in favor of Buyer, the form of which is attached hereto as Exhibit D and incorporated herein.

"Easement Area" means the real property described in Exhibit C attached hereto and incorporated herein.

“Effective Date” means the date on which Buyer and Seller have both fully executed this Contract.

“Entire Tract” means the real property described in Exhibit A attached hereto and incorporated herein.

“Permitted Exceptions” means, with respect to the Property, all validly existing and presently recorded public utility easements and building set back lines.

“Property” means that certain tract of land described in Exhibit B, attached hereto and incorporated herein, together with any building or other structure or improvements, including, without limitation, fixtures, presently situated thereon, and together with all privileges, easements, and other rights appurtenant thereto.

“Purchase Price” means the total consideration to be paid by Buyer to Seller for the purchase of the Property as set forth in Section 3.1.

“Remainder Tract” means the Entire Tract save and except the Property.

“Temporary Construction Easement” means the Temporary Construction Easement on, across, in, over, under, and through the Easement Area as described in, and in the form attached hereto as, Exhibit E.

“Title Company” means Republic Title of Texas, Inc., 2626 Howell Street, 10th Floor, Dallas, Texas 75204.

1.2 Other Defined Terms. Certain other defined terms shall have the respective meanings assigned to them elsewhere in this Contract.

ARTICLE II **Agreement of Purchase and Sale**

2.1 Agreement. On the terms and conditions stated in this Contract, Seller hereby agrees to sell and convey the Property and the Temporary Construction Easement to Buyer, and Buyer, in consideration of the performance of the agreements of Seller contained in this Contract and in reliance on the representations and warranties of Seller contained in this Contract, hereby agrees to purchase the Property and the Temporary Construction Easement from Seller.

ARTICLE III **Purchase Price**

3.1 Purchase Price. The Purchase Price to be paid by Buyer to Seller for the Property and the Temporary Construction Easement is \$140,700.00. The Purchase Price is payable by Buyer in cash at Closing.

ARTICLE IV **Representations, Warranties and Covenants**

4.1 Seller’s Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Seller has the full right, power, and authority to sell and convey the Property and the Temporary Construction Easement as provided in this Contract and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations hereunder has been, or by the Closing will have been, taken.

(b) Seller has not received notice from any governmental authority that there are, to the best of Seller's information, knowledge, and belief, there does not exist, and Seller has not used or deposited (and to the best of Seller's knowledge no prior owner or current or prior tenant has used or deposited), any Hazardous Substances, as hereinafter defined, at, on, or under the Property or the Easement Area in violation of the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the Clean Air Act, all so-called Federal, State and Local "Superfund" and "Superlien" statutes, and all other statutes, laws, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning any hazardous substances (collectively the "Hazardous Substance Laws"). For purposes of this Contract, the terms Hazardous Substances shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance Laws. Hazardous Substances shall also include Radon gas and asbestos.

(c) The Property and the Easement Area and all parts thereof are not now subject to any litigation, or other legal or administrative proceedings, and Seller has no knowledge of any facts that might result in any such litigation or proceedings. Seller has not received notice from any governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property or the Easement Area, or any part thereof, by reason of a violation of any federal, state, county or city statute, ordinance, code, rule or regulation or stating that any investigation is being commenced or is contemplated regarding any of the foregoing.

4.2 Buyer's Representations and Warranties. Buyer has the full right, power, and authority to buy the Property and to acquire the Temporary Construction Easement as provided in this Contract and to carry out Buyer's obligations hereunder.

ARTICLE V

Title

5.1 Title Policy. At the Closing, Seller, at Buyer's sole cost and expense, shall cause a standard Texas owner's policy of title insurance (the "Title Policy") to be furnished to Buyer. The Title Policy shall be issued by the Title Company in the amount of \$140,700.00, and insuring that the Buyer has indefeasible fee simple title to the Property. The Title Policy may contain only the standard printed exceptions and the Permitted Exceptions (except as otherwise provided in Paragraph 7.2 and other provisions hereof).

ARTICLE VI

Conditions to Buyer's Obligations

6.1 Conditions to Buyer's Obligations. The obligations of Buyer hereunder to consummate the transaction contemplated hereby are subject to the satisfaction, as of the Closing, of each of

the following conditions (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing):

(a) All representations and warranties of the Seller shall be true on and as of the Closing Date.

(b) The Property and the Easement Area, or any part thereof, shall not have been and shall not be threatened to be affected in any way as a result of litigation, any action by the United States or any other governmental authority, flood or act of God.

ARTICLE VII **Closing**

7.1 Date and Place of Closing. The Closing shall take place in the offices of the Title Company. The Closing Date shall be thirty (30) days after the Effective Date. The Closing Date may be extended or accelerated by the mutual agreement of the parties.

7.2 Items to be Delivered at the Closing.

(a) **Seller.** At the Closing, Seller shall deliver or cause to be delivered to Buyer the following items:

(i) The Deed, duly executed and acknowledged by Seller, subject only to the Permitted Exceptions;

(ii) The Temporary Construction Easement, duly executed and acknowledged by Seller;

(iii) An affidavit, in a form reasonably acceptable to Buyer, in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder, stating under penalty of perjury the Seller's United States identification number and that Seller is not a non-resident alien; provided, however, that if Seller fails to deliver this affidavit, Buyer shall be entitled to withhold from the Purchase Price and pay to the Internal Revenue Service the amounts required by Section 1445, and applicable regulations promulgated thereunder;

(iv) The Title Policy;

(v) Sufficient evidence that Seller has authority to sell the Property and to convey the Temporary Construction Easement and to execute all closing documents on behalf of Seller; and

(vi) Such other documents as the Title Company may request in order to close this Contract and issue the Title Policy (including, without limitation, such affidavits as the Title Company may reasonably request in order that the Title Policy will not contain exceptions for parties in possession or tenants in possession under unrecorded leases, or to the extent necessary to determine that the Seller is not the same individual as may be identified in any abstracts of judgment, bankruptcy filings, that there are no unpaid debts for work that has been done or materials furnished in connection with the Property or the Easement Area and that there are no unrecorded mechanic's or materialmen's liens upon the Property or the Easement Area, etc.).

(b) **Buyer.** At the Closing, Buyer shall deliver to Seller:

(i) The Purchase Price; and

(ii) Such other documents as the Title Company may request in order to close this Contract and issue the Title Policy.

7.3 Property Taxes. Seller shall assume the obligation to pay property taxes and assessments for the current year 2002 without proration.

7.4 Possession. At Closing, Seller shall deliver possession of the Property to Buyer. Possession of the Easement Area by the Town of Addison shall be as set forth and in accordance with the Temporary Construction Easement.

7.5 Costs of Closing. Buyer shall pay all recording fees attributable to the transfer of title to the Property and the conveyance of the Temporary Construction Easement and all of the closing or escrow fees of the Title Company. Each party shall pay its own attorneys' fees and expenses.

ARTICLE VIII **Post-Closing Obligations**

8.1 Access. Buyer and Seller hereby agree that Seller shall have a single point of ingress and egress between the Remainder Tract and the completed Arapaho Road Phase III Extension (the **Access**) which shall be located at or about that location shown on the preliminary drawing of the associated improvements attached hereto as **Exhibit F**. Buyer shall provide all necessary engineering and construction improvements in connection with the access curb cut and the associated improvements; provided, however, that matters related to the Access, including, without limitation, the location of the Access and its dimension, may be adjusted, modified, reconfigured or otherwise altered in the sole discretion of the Town of Addison after notice to Seller. This provision shall not be interpreted to limit the authority of the Town with respect to the design or use of its streets.

ARTICLE IX **Defaults and Remedies**

9.1 Seller's Defaults; Buyer's Remedies. In the event that Seller should fail to consummate the transaction contemplated herein for any reason, except Buyer's default, Buyer, as its sole and exclusive remedy, may either: (i) terminate this Contract by written notice delivered to Seller on or before the Closing Date, or (ii) enforce specific performance of this Contract against Seller requiring Seller to convey the Property and the Temporary Construction Easement to Buyer. Buyer shall also be entitled to pursue condemnation of the Property and the Temporary Construction Easement.

9.2 Buyer's Default; Seller's Remedies. In the event that Buyer should fail to consummate the transaction contemplated herein for any reason, except default by Seller or the nonsatisfaction of any of the conditions to Buyer's obligations, set forth herein, Seller, as its sole and exclusive remedy, may terminate this Contract by written notice delivered to Buyer on or before the Closing Date.

ARTICLE X
Miscellaneous

10.1 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered, upon the earlier to occur of (a) actual receipt, and (b) upon the deposit of the original in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, addressed as follows:

Seller:

Buyer:

The Town of Addison
P.O. Box 9010
5300 Belt Line Road
Addison, Texas 75001-9010
Attn: Carmen Moran

With a copy to:

Angela K. Washington
Cowles & Thompson, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202

10.2 Governing Law. This Contract is being executed and delivered, and is intended to be performed in the State of Texas and the laws of Texas govern the validity, construction, enforcement, and interpretation of this Contract.

10.3 Entirety and Amendments. This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property, the Temporary Construction Easement, and other matters set forth herein, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

10.4 Parties Bound. This Contract is binding upon and inures to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors, and assigns.

10.5 Further Acts. In addition to the acts and deeds recited in this Contract and contemplated to be performed, executed, and/or delivered by Seller to Buyer, Seller and Buyer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all further acts, deeds, and assurances as are reasonably necessary to consummate the transactions contemplated hereby.

10.6 Survival. Except as otherwise provided herein, all warranties, representations and agreements contained herein shall survive the Closing hereof.

10.7 Counterpart Execution. This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

10.8 Assignment. Buyer shall have no power or right to assign this Contract without the prior written consent of Seller.

10.9 Maintenance of the Property. Between the Effective Date and the Closing, Seller shall:

(a) Maintain the Property in good repair, reasonable wear and tear accepted, except that in the event of a fire or other casualty, damage or loss, Seller shall have no duty to repair said damage other than as provided in this Contract;

(b) Advise Buyer promptly of any litigation, arbitration or administrative hearing concerning or effecting the Property of which Seller has knowledge or notice;

(c) Immediately notify Buyer of any material injury or damage to the Property or any portion thereof;

(d) Not, without the prior written consent of the Buyer, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for the lien for ad valorem taxes on the property which are not delinquent) security interest, encumbrance or charge, or conditional sale or other title retention document, other than the Permitted Exceptions for matters that will be released or bonded around, at or prior to Closing, and should any of the foregoing become attached hereafter in any manner to any part of the Property without the prior written consent of Buyer, Seller shall cause the same to be promptly discharged and released; and

(e) Not and shall use best efforts not to allow and permit the release of Hazardous Materials of any kind in, under, or above the improvements or into or onto the surface water, ground water, soil or subsurface of the Property.

Executed: _____, 2002

SELLER:

Heritage Inn Number XIII, Limited Partnership

By: Midwest Heritage Inn, Inc., its General Partner

By: _____

Gary Tharaldson, President

Executed: _____, 2002

BUYER:

Town of Addison, Texas

By: _____

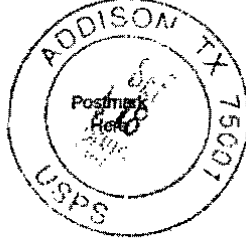
Ron Whitehead, City Manager

7002 0860 0004 9719 5297

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OSTEDEL CHUTCHMAN USE

Postage	\$ 1.29
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.34



Sent To THARALDSON DEVELOPMENT

Street, Apt. No.,
or PO Box No. 1201 PAGE DRIVE

City, State, ZIP+ 4 FARGO, NORTH DAKOTA 58103

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

September 13, 2002

Mr. Steve Chutchian
Assistant City Engineer
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Parcel 5, Arapaho Road Project (Heritage Inn)

Dear Steve:

As we discussed, enclosed is Exhibit F to the Contract of Sale for Parcel 5. Another copy of the contract and the amended letter were e-mailed to you this morning. As stated in my e-mail, Exhibits A through E were mailed to Mike Murphy with a hard copy of the contract. If you have any questions or need anything further, please let me know.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

c: Mr. Kenneth C. Dippel, w/firm

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

September 6, 2002

Mike Murphy
Director of Public Works
Town of Addison
P.O. Box 9010
Addison, TX 75001

**RE: Lots 4 & 5, Addison Restaurant Park
Heritage Inn Number XIII/Tharaldson Development**

Dear Mike:

As promised in my September 6, 2002 e-mail, enclosed are the proposed cover letter and the proposed Contract of Sale, with all exhibits except Exhibit F (the sketch of the improvements), which must be attached prior to forwarding the contract to the property owners. If the owners accept the proposed agreement and sign off on the Contract, we will work with the title company to complete the transaction. Please let me know if you have any questions or concerns.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c(w/o Enclosures): Steve Chutchian
Kenneth Dippel, City Attorney

Addison!

9/16/02

MICHAEL E. MURPHY, P.E.
Director of Public Works
(972) 450-2878
(972) 450-2837 FAX
mmurphy@ci.addison.tx.us E-mail

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

Michelle,

PLEASE COPY COVER LETTER ON TO
CITY MANAGERS STATIONERY.

HAVE ROAD SIGN - KEEP COPY FOR
YOUR FILES - SEND ORIGINAL BACK
TO ME FOR DELIVERY.

THANKS - CALL WITH ANY
QUESTIONS

Mike



OFFICE OF THE CITY MANAGER

(972) 450-7001 • FAX (972) 450-7043

® Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

September 17, 2002

Mr. Rick Larsen
Tharaldson Development
1201 Page Drive
Fargo, North Dakota 58103

Re: Lots 4&5, Addison Restaurant Park
Heritage Inn Number XIII/Tharaldson Development

Dear Mr. Larsen:

We recently received your company's proposal dated July 22, 2002, regarding the Town of Addison's acquisition of a .5792-acre tract of land and a temporary construction easement in connection with the construction of Arapaho Road. In consideration of this offer, the Town of Addison will pay the appraised value of \$140,700.00 as the purchase price for the permanent right-of-way and temporary construction easement. In addition, the Town will provide all necessary engineering and construction improvements to accommodate a single access drive from Arapaho Road to the property (property dimensions preclude more than one driveway entrance from Arapaho Road). The cost of such improvements is expected to total approximately \$127,800.00.

Since the property will have frontage on Arapaho Road, you will be eligible for an additional sign in accordance with the ordinances and regulations of the Town. Thus, no provision addressing the requested sign variance has been included in the Contract of Sale setting forth the terms of this arrangement, which is enclosed for review and execution by Mr. Gary Tharaldson, who we understand is the president of Midwest Heritage Inn, Inc., the general partner of Heritage Inn Number XIII.

As the Arapaho Road project is moving along quickly, we request your response to this within 10 days of receipt. If we do not hear from you within the 10-day time frame, we will consider the offer rejected and proceed to condemnation.

Should you have any questions, please feel free to contact Mr. Mike Murphy, Director of Public Works, at (972) 450-2871, or myself.

Sincerely,

Ron Whitehead
City Manager

CONTRACT OF SALE

This Contract of Sale (this "Contract") is made and entered into by and between Heritage Inn Number XIII, Limited Partnership (the "Seller") and the Town of Addison, Texas (herein sometimes referred to as the "Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the sole owner of the real property located in the Town of Addison and described in Exhibit A attached hereto and incorporated herein (the **Entire Tract**); and

WHEREAS, the Town of Addison intends to construct an extension of Arapaho Road through the Town (the **Arapaho Road Phase III Extension**), part of which will be located upon and across a portion of the Entire Tract (which portion is described in Exhibit B attached hereto and incorporated herein (and referred to herein as the **Property**)); and

WHEREAS, during and in connection with the construction of the part of the Arapaho Road Phase III Extension which will be located upon and across the Property, the Town will need to use another portion of the Entire Tract (the **Easement Area**, described in Exhibit C attached hereto and incorporated herein) for temporary construction purposes (the **Temporary Construction Easement**); and

WHEREAS, Buyer desires to acquire the Property for street right-of-way and other public purposes and to acquire the Temporary Construction Easement in connection with the construction of the Arapaho Road Phase III Extension, and Seller desires to sell and convey the Property and the Temporary Construction Easement to Buyer; and

WHEREAS, Seller and Buyer desire to enter into this Contract setting forth the terms and conditions of such sale;

NOW, THEREFORE, Seller and Buyer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I **Defined Terms**

1.1 Definitions. As used herein, the following terms shall have the meanings indicated:

"Closing" means the consummation of the purchase of the Property by Buyer from Seller in accordance with Article VII.

"Closing Date" means the date specified in Section 7.1 on which the Closing is to be held.

"Deed" means the Warranty Deed to be executed by Seller in favor of Buyer, the form of which is attached hereto as Exhibit D and incorporated herein.

"Easement Area" means the real property described in Exhibit C attached hereto and incorporated herein.

“Effective Date” means the date on which Buyer and Seller have both fully executed this Contract.

“Entire Tract” means the real property described in Exhibit A attached hereto and incorporated herein.

“Permitted Exceptions” means, with respect to the Property, all validly existing and presently recorded public utility easements and building set back lines.

“Property” means that certain tract of land described in Exhibit B, attached hereto and incorporated herein, together with any building or other structure or improvements, including, without limitation, fixtures, presently situated thereon, and together with all privileges, easements, and other rights appurtenant thereto.

“Purchase Price” means the total consideration to be paid by Buyer to Seller for the purchase of the Property as set forth in Section 3.1.

“Remainder Tract” means the Entire Tract save and except the Property.

“Temporary Construction Easement” means the Temporary Construction Easement on, across, in, over, under, and through the Easement Area as described in, and in the form attached hereto as, Exhibit E.

“Title Company” means Republic Title of Texas, Inc., 2626 Howell Street, 10th Floor, Dallas, Texas 75204.

1.2 Other Defined Terms. Certain other defined terms shall have the respective meanings assigned to them elsewhere in this Contract.

ARTICLE II **Agreement of Purchase and Sale**

2.1 Agreement. On the terms and conditions stated in this Contract, Seller hereby agrees to sell and convey the Property and the Temporary Construction Easement to Buyer, and Buyer, in consideration of the performance of the agreements of Seller contained in this Contract and in reliance on the representations and warranties of Seller contained in this Contract, hereby agrees to purchase the Property and the Temporary Construction Easement from Seller.

ARTICLE III **Purchase Price**

3.1 Purchase Price. The Purchase Price to be paid by Buyer to Seller for the Property and the Temporary Construction Easement is \$140,700.00. The Purchase Price is payable by Buyer in cash at Closing.

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4.1 Seller’s Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Seller has the full right, power, and authority to sell and convey the Property and the Temporary Construction Easement as provided in this Contract and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations hereunder has been, or by the Closing will have been, taken.

(b) Seller has not received notice from any governmental authority that there are, to the best of Seller's information, knowledge, and belief, there does not exist, and Seller has not used or deposited (and to the best of Seller's knowledge no prior owner or current or prior tenant has used or deposited), any Hazardous Substances, as hereinafter defined, at, on, or under the Property or the Easement Area in violation of the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the Clean Air Act, all so-called Federal, State and Local "Superfund" and "Superlien" statutes, and all other statutes, laws, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning any hazardous substances (collectively the "Hazardous Substance Laws"). For purposes of this Contract, the terms Hazardous Substances shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance Laws. Hazardous Substances shall also include Radon gas and asbestos.

(c) The Property and the Easement Area and all parts thereof are not now subject to any litigation, or other legal or administrative proceedings, and Seller has no knowledge of any facts that might result in any such litigation or proceedings. Seller has not received notice from any governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property or the Easement Area, or any part thereof, by reason of a violation of any federal, state, county or city statute, ordinance, code, rule or regulation or stating that any investigation is being commenced or is contemplated regarding any of the foregoing.

4.2 Buyer's Representations and Warranties. Buyer has the full right, power, and authority to buy the Property and to acquire the Temporary Construction Easement as provided in this Contract and to carry out Buyer's obligations hereunder.

ARTICLE V

Title

5.1 Title Policy. At the Closing, Seller, at Buyer's sole cost and expense, shall cause a standard Texas owner's policy of title insurance (the "Title Policy") to be furnished to Buyer. The Title Policy shall be issued by the Title Company in the amount of \$140,700.00, and insuring that the Buyer has indefeasible fee simple title to the Property. The Title Policy may contain only the standard printed exceptions and the Permitted Exceptions (except as otherwise provided in Paragraph 7.2 and other provisions hereof).

ARTICLE VI

Conditions to Buyer's Obligations

6.1 Conditions to Buyer's Obligations. The obligations of Buyer hereunder to consummate the transaction contemplated hereby are subject to the satisfaction, as of the Closing, of each of

the following conditions (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing):

(a) All representations and warranties of the Seller shall be true on and as of the Closing Date.

(b) The Property and the Easement Area, or any part thereof, shall not have been and shall not be threatened to be affected in any way as a result of litigation, any action by the United States or any other governmental authority, flood or act of God.

ARTICLE VII **Closing**

7.1 Date and Place of Closing. The Closing shall take place in the offices of the Title Company. The Closing Date shall be thirty (30) days after the Effective Date. The Closing Date may be extended or accelerated by the mutual agreement of the parties.

7.2 Items to be Delivered at the Closing.

(a) **Seller.** At the Closing, Seller shall deliver or cause to be delivered to Buyer the following items:

(i) The Deed, duly executed and acknowledged by Seller, subject only to the Permitted Exceptions;

(ii) The Temporary Construction Easement, duly executed and acknowledged by Seller;

(iii) An affidavit, in a form reasonably acceptable to Buyer, in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder, stating under penalty of perjury the Seller's United States identification number and that Seller is not a non-resident alien; provided, however, that if Seller fails to deliver this affidavit, Buyer shall be entitled to withhold from the Purchase Price and pay to the Internal Revenue Service the amounts required by Section 1445, and applicable regulations promulgated thereunder;

(iv) The Title Policy;

(v) Sufficient evidence that Seller has authority to sell the Property and to convey the Temporary Construction Easement and to execute all closing documents on behalf of Seller; and

(vi) Such other documents as the Title Company may request in order to close this Contract and issue the Title Policy (including, without limitation, such affidavits as the Title Company may reasonably request in order that the Title Policy will not contain exceptions for parties in possession or tenants in possession under unrecorded leases, or to the extent necessary to determine that the Seller is not the same individual as may be identified in any abstracts of judgment, bankruptcy filings, that there are no unpaid debts for work that has been done or materials furnished in connection with the Property or the Easement Area and that there are no unrecorded mechanic's or materialmen's liens upon the Property or the Easement Area, etc.).

(b) **Buyer.** At the Closing, Buyer shall deliver to Seller:

(i) The Purchase Price; and

(ii) Such other documents as the Title Company may request in order to close this Contract and issue the Title Policy.

7.3 Property Taxes. Seller shall assume the obligation to pay property taxes and assessments for the current year 2002 without proration.

7.4 Possession. At Closing, Seller shall deliver possession of the Property to Buyer. Possession of the Easement Area by the Town of Addison shall be as set forth and in accordance with the Temporary Construction Easement.

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8.1 Access. Buyer and Seller hereby agree that Seller shall have a single point of ingress and egress between the Remainder Tract and the completed Arapaho Road Phase III Extension (the **Access**) which shall be located at or about that location shown on the preliminary drawing of the associated improvements attached hereto as **Exhibit F**. Buyer shall provide all necessary engineering and construction improvements in connection with the access curb cut and the associated improvements; provided, however, that matters related to the Access, including, without limitation, the location of the Access and its dimension, may be adjusted, modified, reconfigured or otherwise altered in the sole discretion of the Town of Addison after notice to Seller. This provision shall not be interpreted to limit the authority of the Town with respect to the design or use of its streets.

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9.1 Seller's Defaults; Buyer's Remedies. In the event that Seller should fail to consummate the transaction contemplated herein for any reason, except Buyer's default, Buyer, as its sole and exclusive remedy, may either: (i) terminate this Contract by written notice delivered to Seller on or before the Closing Date, or (ii) enforce specific performance of this Contract against Seller requiring Seller to convey the Property and the Temporary Construction Easement to Buyer. Buyer shall also be entitled to pursue condemnation of the Property and the Temporary Construction Easement.

9.2 Buyer's Default; Seller's Remedies. In the event that Buyer should fail to consummate the transaction contemplated herein for any reason, except default by Seller or the nonsatisfaction of any of the conditions to Buyer's obligations, set forth herein, Seller, as its sole and exclusive remedy, may terminate this Contract by written notice delivered to Buyer on or before the Closing Date.

ARTICLE X
Miscellaneous

10.1 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered, upon the earlier to occur of (a) actual receipt, and (b) upon the deposit of the original in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, addressed as follows:

Seller:

Buyer:

The Town of Addison
P.O. Box 9010
5300 Belt Line Road
Addison, Texas 75001-9010
Attn: Carmen Moran

With a copy to:

Angela K. Washington
Cowles & Thompson, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202

10.2 Governing Law. This Contract is being executed and delivered, and is intended to be performed in the State of Texas and the laws of Texas govern the validity, construction, enforcement, and interpretation of this Contract.

10.3 Entirety and Amendments. This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property, the Temporary Construction Easement, and other matters set forth herein, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

10.4 Parties Bound. This Contract is binding upon and inures to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors, and assigns.

10.5 Further Acts. In addition to the acts and deeds recited in this Contract and contemplated to be performed, executed, and/or delivered by Seller to Buyer, Seller and Buyer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all further acts, deeds, and assurances as are reasonably necessary to consummate the transactions contemplated hereby.

10.6 Survival. Except as otherwise provided herein, all warranties, representations and agreements contained herein shall survive the Closing hereof.

10.7 Counterpart Execution. This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

10.8 Assignment. Buyer shall have no power or right to assign this Contract without the prior written consent of Seller.

10.9 Maintenance of the Property. Between the Effective Date and the Closing, Seller shall:

(a) Maintain the Property in good repair, reasonable wear and tear accepted, except that in the event of a fire or other casualty, damage or loss, Seller shall have no duty to repair said damage other than as provided in this Contract;

(b) Advise Buyer promptly of any litigation, arbitration or administrative hearing concerning or effecting the Property of which Seller has knowledge or notice;

(c) Immediately notify Buyer of any material injury or damage to the Property or any portion thereof;

(d) Not, without the prior written consent of the Buyer, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for the lien for ad valorem taxes on the property which are not delinquent) security interest, encumbrance or charge, or conditional sale or other title retention document, other than the Permitted Exceptions for matters that will be released or bonded around, at or prior to Closing, and should any of the foregoing become attached hereafter in any manner to any part of the Property without the prior written consent of Buyer, Seller shall cause the same to be promptly discharged and released; and

(e) Not and shall use best efforts not to allow and permit the release of Hazardous Materials of any kind in, under, or above the improvements or into or onto the surface water, ground water, soil or subsurface of the Property.

Executed: _____, 2002

SELLER:

Heritage Inn Number XIII, Limited Partnership

By: Midwest Heritage Inn, Inc., its General Partner

By: _____
Gary Tharaldson, President

Executed: _____, 2002

BUYER:

Town of Addison, Texas

By: 
Ron Whitehead, City Manager

EXHIBIT A

PROPERTY DESCRIPTION

BEING a tract of land situated in the Edward Cook Survey, Abstract No. 326, Dallas County, Texas, said tract being a part of the Addison Restaurant Park, an Addition in the City of Addison, Texas as recorded in Volume 88066, Page 4219, Map Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the Northeast corner of Addison Oaks Addition, Lot 3, an Addition in the City of Addison as recorded in Volume 90012, Page 3378, Map Records, Dallas County, Texas, said iron rod also being situated in the West line of Lot 1, Block 1, of Beltwood Reservoir Addition, an addition in the City of Addison as recorded in Volume 90012, Page 3386, Map Records, Dallas County, Texas, said iron rod further being N 00° 43' 00" E, a distance of 400.34 feet from the North line of Beltline Road (a 100' ROW);

THENCE: N 00° 43' E, a distance of 70.85 feet to a 1/2" iron rod set for corners and being the TRUE PLACE OF BEGINNING;

THENCE: N 89° 51' 01" W, a distance of 397.64 to a 1/2" iron rod set in the East line of Lot 1, Addison Oaks Addition, an addition in the City of Addison, as recorded in Volume 89166, Page 1974, Map Records, Dallas County, Texas;

THENCE: N 00° 08' 59" E, a distance of 21.50 feet along the East line of Lot 1, Addison Oaks Addition to a 1/2" iron rod found at the Northeast corner of said Lot 1, Addison Oaks Addition;

THENCE: N 89° 51' 01" W, along the North line of Lot 1, Addison Oaks Addition 300.00 feet to a 1/2" iron rod found in the East line of Roadway Inn Addition, an addition in the City of Addison, as recorded in Volume 81052, Page 775, Map Records, Dallas County, Texas;

THENCE: N 00° 08' 59" W, along the East line of the Roadway Inn Addition, a distance of 221.05 feet to the Northeast Corner of said Addition, also being in the South ROW line of Arapaho Road (a 60' ROW);

THENCE: N 86° 21' 00" E, a distance of 526.99 along the South ROW line of Arapaho Road to a 1/2" iron rod set for angle;

THENCE: N 80° 53' 00" E, along the South line of Arapaho Road, a distance of 177.16 feet to a 5/8" iron rod found for corners in the West line of Beltwood Reservoir Addition;

THENCE: S 00° 43' 00" W, along the West line of said Beltwood Reservoir Addition, a distance of 306.16 feet to the PLACE OF BEGINNING and Containing 4.1525 acres of land

97018 00075

EXHIBIT B

Parcel 5
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.5792 acre (25,228 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records, said 0.5792 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod found for the common Northeast corner of said called 4.1525 acre tract, Southeast corner of a 60 foot wide right of way dedication as evidenced by the said plat of Addison Restaurant Park, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat dated August 2, 1989 and recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed dated August 5, 1958 and recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 21.00 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road;

THENCE, SOUTHWESTERLY, departing said common line and along the proposed South right of way line of Arapaho Road and the arc of a non-tangent curve to the right having a radius of 1,177.92 feet, a central angle of 19°35'42", a chord bearing South 80°13'20" West for 400.88 feet, for an arc distance of 402.84 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

EXHIBIT B

PARCEL 5 - ARAPAHO ROAD PROJECT

THENCE, NORTH 89°58'49 WEST, continuing along said proposed South right of way line of Arapaho Road, a distance of 305.09 feet to a 5/8 inch iron rod set in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. by the deed dated February 1, 1990 and recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00°24'10" WEST (called North 00°08'59" West), departing said South right of way line of Arapaho road and along said common line, a distance of 20.97 feet to a 5/8 inch iron rod with cap found for the common Northeast corner of said called 4.1525 acre tract, Northwest corner of said called 4.9814 acre tract and Southwest corner of said 60 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said common line and along the common North line of said called 4.1525 acre tract and South line of said 60 foot wide right of way dedication, passing at a distance of 397.14 feet a 5/8 inch iron rod found, continuing for a total distance of 533.12 feet (called 526.99 feet) to a 5/8 inch iron rod set for an angle point;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), continuing along said common line, a distance of 171.17 feet (called 177.16 feet) to the **POINT OF BEGINNING**;

CONTAINING an area of 0.5792 acres or 25,228 square feet of land within the metes recited.

EXHIBIT B

PARCEL 5 - ARAPAHO ROAD PROJECT

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 11-12-99

Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

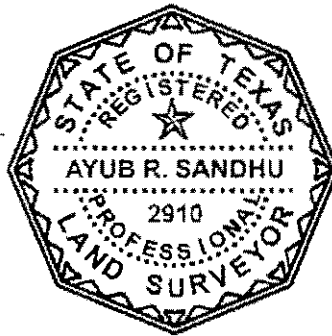


EXHIBIT C

Parcel 5-TE
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0813 acre (3,539 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records, said 0.0813 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the common Northeast corner of said called 4.1525 acre tract, Southeast corner of a 60 foot wide right of way dedication as evidenced by the said plat of Addison Restaurant Park, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat dated August 2, 1989 and recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed dated August 5, 1958 and recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH $00^{\circ}12'19''$ WEST (called South $00^{\circ}43'00''$ West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 21.00 feet to a point in a curve of the proposed South right of way line of Arapaho Road for the Northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, SOUTH $00^{\circ}12'19''$ WEST (called South $00^{\circ}43'00''$ West), departing said proposed South right of way line of Arapaho Road and continuing along said common line, a distance of 5.31 feet to a point for the beginning of a non-tangent curve to the right;

THENCE, SOUTHWESTERLY, departing said common line and along the arc of said curve to the right having a radius of 1,182.92 feet, a central angle of $19^{\circ}30'28''$, a chord bearing South $80^{\circ}15'57''$ West for 400.81 feet, for an arc distance of 402.75 feet to the point of tangency of said curve;

EXHIBIT C

PARCEL 5-TE - ARAPAHO ROAD PROJECT

THENCE, NORTH 89°58'49 WEST, a distance of 305.05 feet to a point in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. by the deed dated February 1, 1990 and recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00°24'10" WEST (called North 00°08'59" West), along said common line, a distance of 5.00 feet to a point in said proposed South right of way line of Arapaho Road;

THENCE, SOUTH 89°58'49 EAST, departing said common line and along said proposed South right of way line of Arapaho Road, a distance of 305.09 feet to the point of curvature of a tangent curve to the left;

THENCE, NORTHEASTERLY, continuing along said proposed South right of way line of Arapaho Road and the arc of said curve to the left having a radius of 1,177.92 feet, a central angle of 19°35'42", a chord bearing North 80°13'20" East for 400.88 feet, for an arc distance of 402.84 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.0813 acres or 3,539 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 7-26-01
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

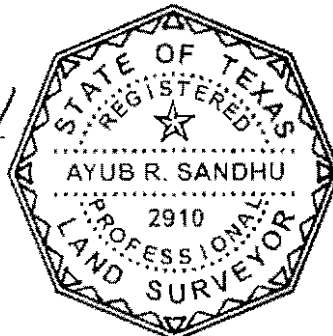


EXHIBIT D

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

After Recording Return To:
Angela K. Washington
Cowles & Thompson, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202

RIGHT-OF-WAY DEED

DATE: _____, 2002

GRANTOR: HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP

GRANTEE: TOWN OF ADDISON, TEXAS
5300 Belt Line Road
Addison, TX 75001
(Dallas County, Texas)

CONSIDERATION:

One Hundred Seventy-Eight Thousand Five Hundred Forty-Two DOLLARS AND No/100 (\$178,542.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A tract of land, herein referred to as Parcel 5, containing approximately 25,228 square feet of land, and more particularly described in Exhibit A (Parcel 5 Field Note Description), and depicted on Exhibit B (Parcel 5 Survey Depiction), which are attached hereto and incorporated herein by reference.

CONVEYANCE:

For the consideration described above, Grantor hereby grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

MISCELLANEOUS:

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

EXHIBIT D

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-or-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the day first written above.

Heritage Inn Number XIII, Limited Partnership

By: Midwest Heritage Inn, Inc., its General Partner

By: _____

Print Name: _____

Print Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

§

Before Me, the undersigned notary public in and for said county and state, on this _____ day of _____, 2002, personally appeared _____, _____ of Midwest Heritage Inn, Inc., known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

Notary Public, State of _____

Print Name: _____

My Commission Expires:

[SEAL]

EXHIBIT

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF DALLAS §

THAT HERITAGE INN NUMBER XIII, LIMITED PARTNERSHIP, a North Dakota Partnership, hereinafter called GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and State of Texas, a temporary easement and right of passage in, on, over, across, along, under and through a portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is shown and depicted on Exhibit B, attached to and incorporated herein, for the purpose of constructing a roadway to be known as Arapaho Road. The Easement Area is described as follows:

See attached Exhibit A (Field Note Description for Parcel 5-TE), which is made a part of this easement as if fully copied herein.

This temporary construction easement shall only be used by GRANTEE and its contractors in connection with the construction of a public right-of-way adjacent to the Easement Area. GRANTEE shall restore the Easement Area to the condition that existed before the construction of the roadway.

This temporary easement shall terminate 24 months from the date of the Notice to Proceed with construction under the construction contract for the roadway adjacent to the Easement Area, or upon completion of the construction of the portion of the roadway adjacent to the Easement Area, whichever is earlier.

TO HAVE AND TO HOLD unto the Town of Addison, Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement and Easement Area described above. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and defend all and singular the Easement Area to Grantee for the duration and purposes set out herein against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2002.

GRANTOR
Heritage Inn Number XIII, Limited Partnership
By: Midwest Heritage Inn, Inc., its General Partner

By: _____
Print Name: _____
Print Title: _____

EXHIBIT E

STATE OF _____ §
COUNTY OF _____ §

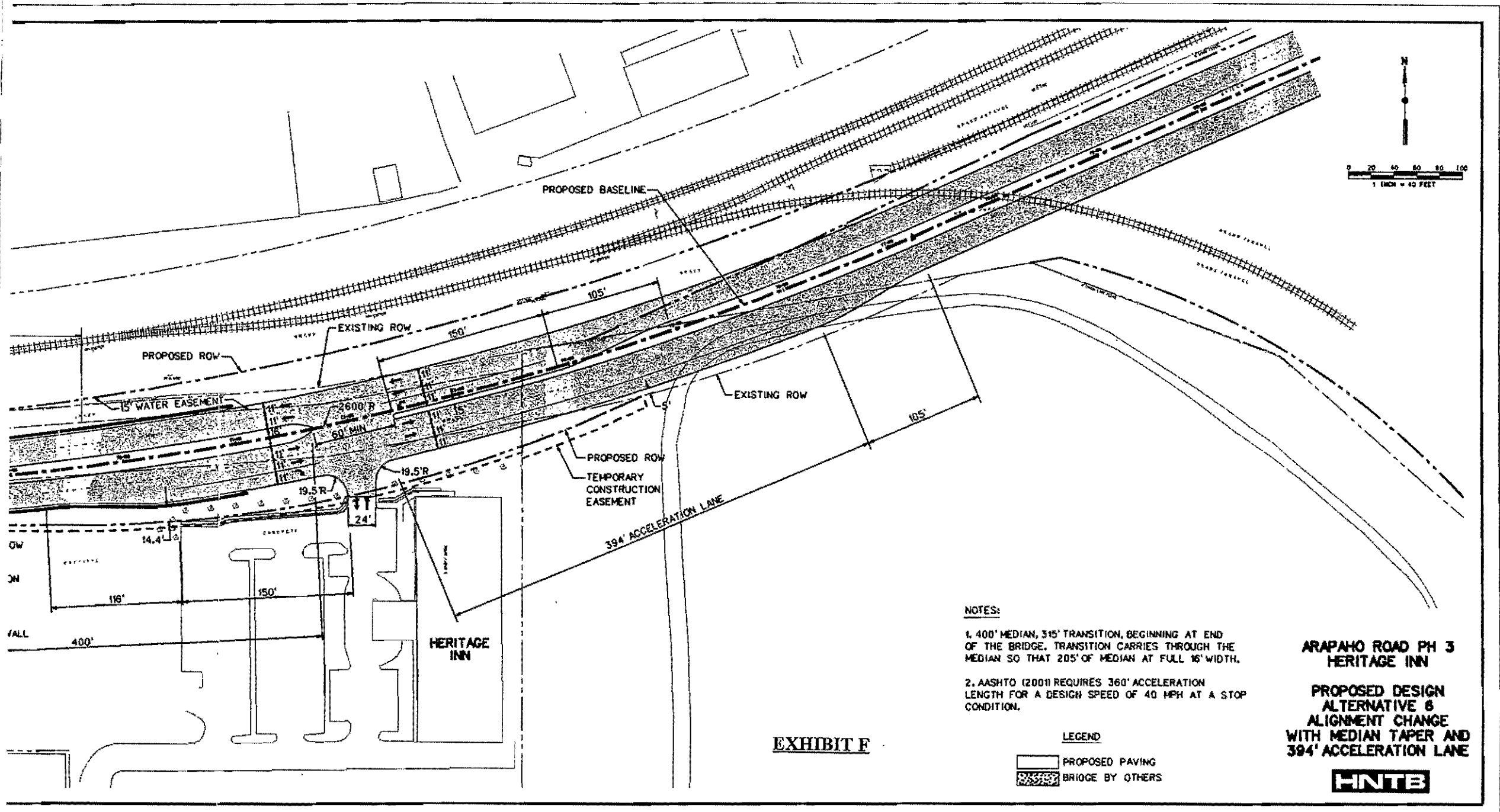
BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2002, personally appeared _____, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which he acted, executed the instrument, for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public, State of _____
Print Name: _____

MY COMMISSION EXPIRES:



[SEAL]



NOTES:

1. 400' MEDIAN, 315' TRANSITION, BEGINNING AT END OF THE BRIDGE. TRANSITION CARRIES THROUGH THE MEDIAN SO THAT 205' OF MEDIAN AT FULL 16' WIDTH.
2. AASHTO (2001) REQUIRES 360' ACCELERATION LENGTH FOR A DESIGN SPEED OF 40 MPH AT A STOP CONDITION.

LEGEND

-  PROPOSED PAVING
-  BRIDGE BY OTHERS

**ARAPAHO ROAD PH 3
HERITAGE INN**

**PROPOSED DESIGN
ALTERNATIVE 6
ALIGNMENT CHANGE
WITH MEDIAN TAPER AND
394' ACCELERATION LANE**



EXHIBIT F

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

September 6, 2002

Mike Murphy
Director of Public Works
Town of Addison
P.O. Box 9010
Addison, TX 75001

**RE: Lots 4 & 5, Addison Restaurant Park
Heritage Inn Number XIII/Tharaldson Development**

Dear Mike:

As promised in my September 6, 2002 e-mail, enclosed are the proposed cover letter and the proposed Contract of Sale, with all exhibits except Exhibit F (the sketch of the improvements), which must be attached prior to forwarding the contract to the property owners. If the owners accept the proposed agreement and sign off on the Contract, we will work with the title company to complete the transaction. Please let me know if you have any questions or concerns.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c(w/o Enclosures): Steve Chutchian
Kenneth Dippel, City Attorney

DATE SUBMITTED: August 5, 2002
FOR COUNCIL MEETING: August 13, 2002

Council Agenda Item

SUMMARY:

This item is for consideration and approval of an offer submitted by Heritage Inn Number XIII/Tharaldson Development Co., for acquisition of right-of-way on Lots 4 & 5, Addison Restaurant Park

FINANCIAL IMPACT:

Budgeted Amount: N/A
Cost: \$178,542.00
Source of Funds: Funds are available from Year 2000 General Obligation Bond Program, Project No. 83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho Road, Phase III project. Approximately 0.5792 acre of permanent right-of-way adjacent to the proposed extension of Arapaho Road (see attached Parcel 5 map) is required as part of the proposed roadway improvements. A 0.0813 acre temporary construction easement (see attached Parcel 5-TE map) is also necessary to complete the project. This parcel is a portion of Lots 4 & 5, Addison Restaurant Park, and is owned by Heritage Inn Number XIII/Tharaldson Development Co. (Quality Suites Hotel).

On June 25, 2002, staff was authorized by Council to make a final offer to the property owner, in the total amount of \$140,700.00, for acquisition of this right-of-way and temporary construction easement. On July 23, 2002, staff received a counter offer response from the owner, with the following provisions included:

- | | | |
|----|---------------------------------|-----------------|
| a. | Permanent Right-of-Way | \$176,596.00 |
| | Temporary Construction Easement | <u>1,946.00</u> |
| | Total | \$178,542.00 |
- (This total represents a \$37,842.00 increase above the assessed value)
- b. Approval for two additional curb cuts from Arapaho Road into the Quality Suites property.
 - c. A sign variance which would allow for erection of a higher pole sign for the Quality Suites property.

Final design of the Arapaho Road project can provide for one curb cut that will connect an existing drive approach to the proposed roadway at the east end of the Quality Suites site. Additional curb cuts cannot be accommodated due to the proximity of the bridge section to the remaining portion of the property. A sign variance was previously approved for the Bay Street Restaurant, with dimensions of 9 ft.x 8 ft., with a maximum height of 30 ft. The location of the Quality Suites site in conjunction with the proposed Arapaho Road bridge may necessitate a new sign of similar size and height.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to offer a total of \$178,542.00 to Heritage Inn Number XIII/Tharaldson Development Co., for the acquisition of 0.5792 acre of permanent right-of-way and 0.0813 acre of temporary construction easement from Lots 4 & 5, Addison Restaurant Park. It is also recommended that the Quality Suites Hotel property be provided with one curb cut on the east end of the site and the owner be notified that per the Town of Addison ordinance, a sign with dimensions of 9 ft. x 8 ft. and maximum total height of 30 ft., will be considered when formally requested by the property owner.

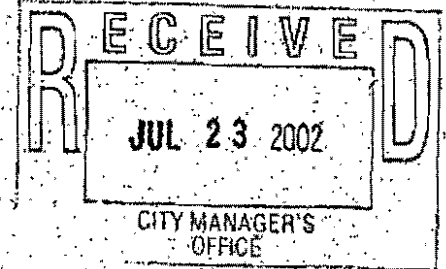
Tharaldson Companies

1201 PAGE DRIVE
FARGO, ND 58103

Phone: (701) 235-1167
Fax: (701) 235-1262

July 22, 2002

Mr. Ron Whitehead, City Manager
Town of Addison
5300 Belt Line Road
Dallas, TX 75254



RE: Lots 4 & 5, Addison Restaurant Park
Heritage Inn Number XIII / Tharaldson Development Co.

Dear Mr. Whitehead:

We have received your letter dated June 26, 2002 regarding the above referenced property. Thank you providing that information to us.

While we feel that your offer is a good one, there are some additional items which could help out property significantly, and we would like to make the following counter-offer:

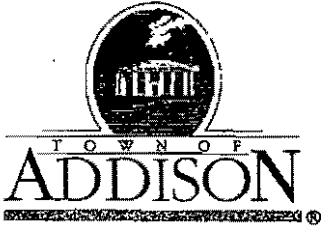
- | | | |
|----|--|-----------|
| 1) | Permanent Right of Way (Land Only @ \$7.00/SF) | \$176,596 |
| | Compensation for Improvements (None - Replacement) | \$ 0 |
| | Landscaping (None - Replacement) | \$ 0 |
| | Temporary Construction Easement | \$ 1,946 |
| 2) | Curb Cuts | |
| | We would request the approval for two additional curb cuts from Arapaho Road into our Quality Suites property. | |
| 3) | Sign Variance | |
| | We would request a sign variance which would allow us to erect a higher pole sign for the Quality Suites property. | |

Again, thank you for the information you have provided. We look forward to hearing from you and working with the Town of Addison.

Sincerely,

Mark Knutson
Finance Manager

Enclosures
cck/MK



OFFICE OF THE CITY MANAGER

(972) 450-7000 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

June 26, 2002

Mr. Rick Larsen
Tharaldson Development
1201 Page Drive
Fargo, North Dakota 58103

**Re: Lots 4 & 5, Addison Restaurant Park
Heritage Inn Number XIII/Tharaldson Development**

Dear Mr. Larsen:

In February 2000, the Town of Addison elected to sell bonds in order to fund six construction projects. Included in these projects is the extension of Arapaho Road, from Addison Road to Marsh Lane. At this time, we are in the right-of-way acquisition phase of the project, from Addison Rd. to Surveyor Blvd. The Town of Addison has determined the need to acquire a portion of the tract of land that is currently occupied by Quality Suites. This land acquisition is necessary for the purpose of obtaining public right-of-way for the Arapaho Road project along with related municipal uses including public parks and open spaces. The firm of Evaluation Associates originally appraised the property in January 2002. The attached summary sheet shows the fair market value of this taking is \$140,700.00. In June 2002, the City Council of the Town of Addison authorized me to make an offer to purchase the 0.5792 acre of permanent right-of-way and 0.0813 acre temporary construction easement at the total appraised value of \$140,700.00.

The Town of Addison requests that you respond to this offer of purchase within thirty (30) days of the date of this letter. If we do not hear from you within the thirty (30) days, the Town will consider its offer rejected and we will initiate eminent domain proceedings to acquire the property.

Should you have any questions, please feel free to contact Mr. Mike Murphy, Director of Public Works, at (972) 450-2871; or myself.

Sincerely,

Ron Whitehead
City Manager

EVALUATION ASSOCIATES

RIGHT OF WAY LAND RIGHTS ANALYSIS • APPRAISAL • ACQUISITION • SOLUTIONS

SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

Property Owner: Heritage Inn Number XIII/Tharaldson Development
Parcel No. 5

Valuation Conclusion:

Whole Property (Land Only)	\$900,000
Proposed Acquisition	\$ 138,754
Remainder Before Acquisition	\$ 761,246
Remainder After Acquisition	\$ 761,246
Loss in Value of Remainder After	\$ -0-

Determination of Compensation:

Permanent Right of Way (Land Only @ \$5.50/SF)	\$138,754
Compensation for Improvements (None - Replacement)	\$ -0-
Landscaping (None - Replacement)	\$ -0-
Temporary Construction Easement	\$ 1,946

Total Compensation **\$140,700**

Date of Appraisal: January 12, 2002

Location: 4555 Belt Line Road, Town of Addison, Texas

Legal Description: Lots 4 and 5, Addison Restaurant Park, Town of Addison, Dallas County, Texas

Land Size: Whole Property (per DCAD records) 3.7610 Acres
Right of way Area 0.5792 Acres
Temporary Construction easement 0.0813 Acres

Zoning: PD, Planned Development District

Highest and Best Use:

As if Vacant BEFORE: Commercial use
As if Vacant AFTER: Commercial use



UPPER B

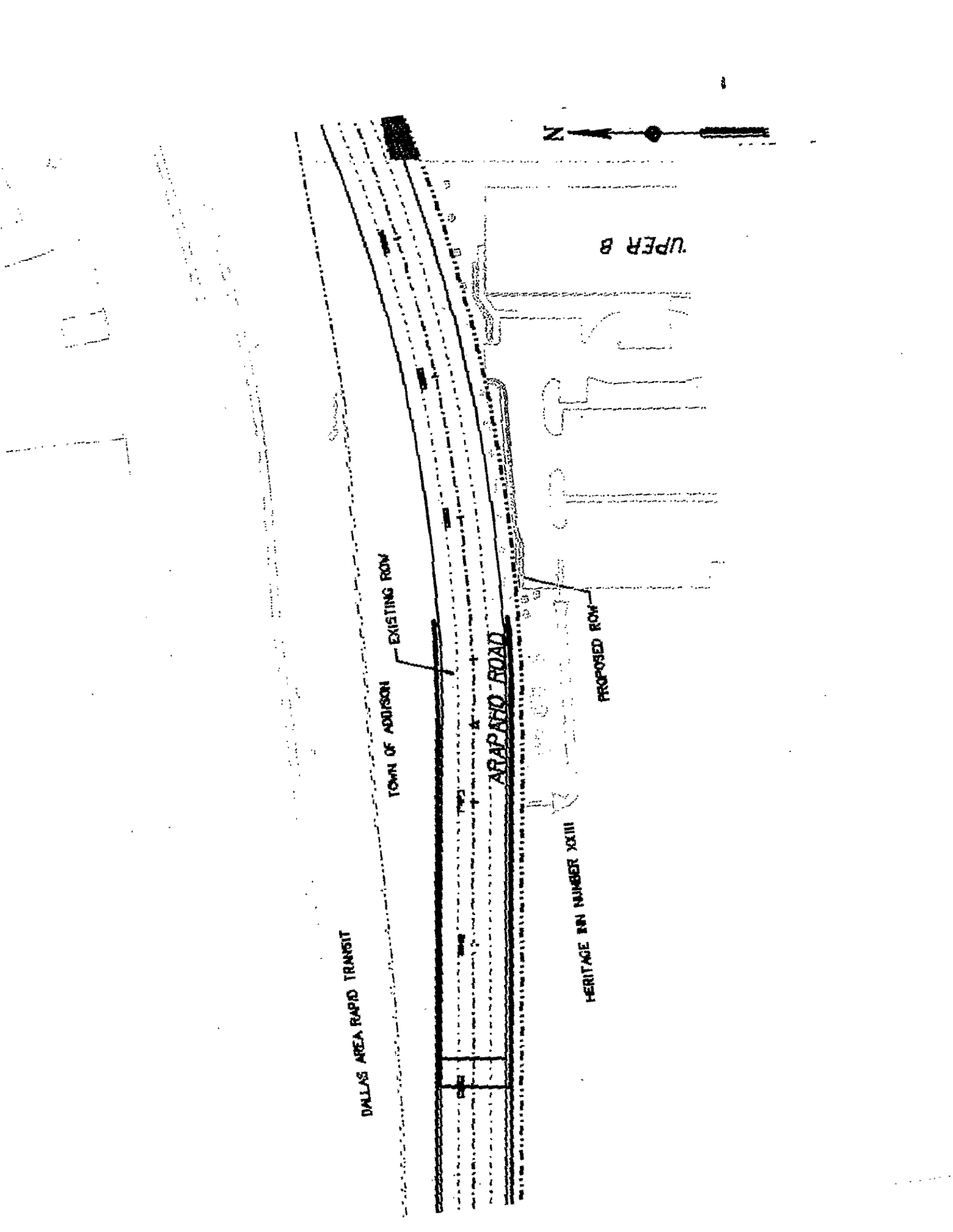
DALLAS AREA RAPID TRANSIT

TOWN OF ADDISON
EXISTING ROW

ARAPAHO ROAD

PROPOSED ROW

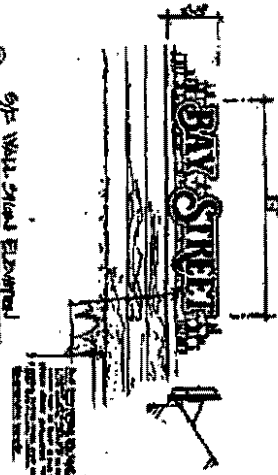
HERITAGE RIN NUMBER XXIII



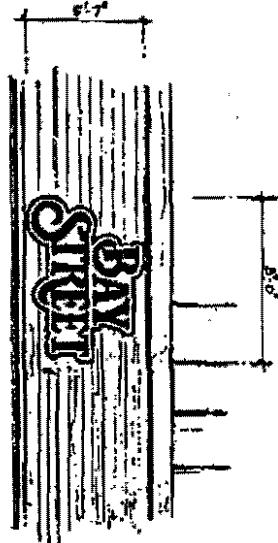
0/2 WALL SIGN ELEVATION
10/2/98



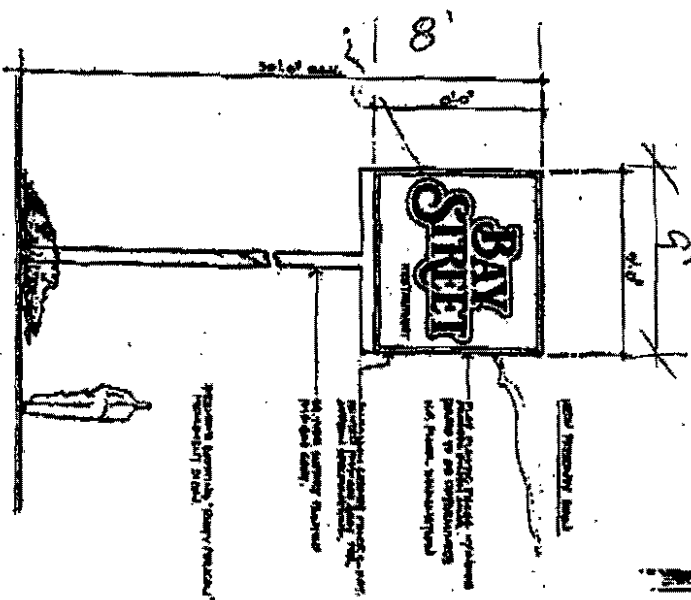
0/2 WALL SIGN ELEVATION
10/2/98



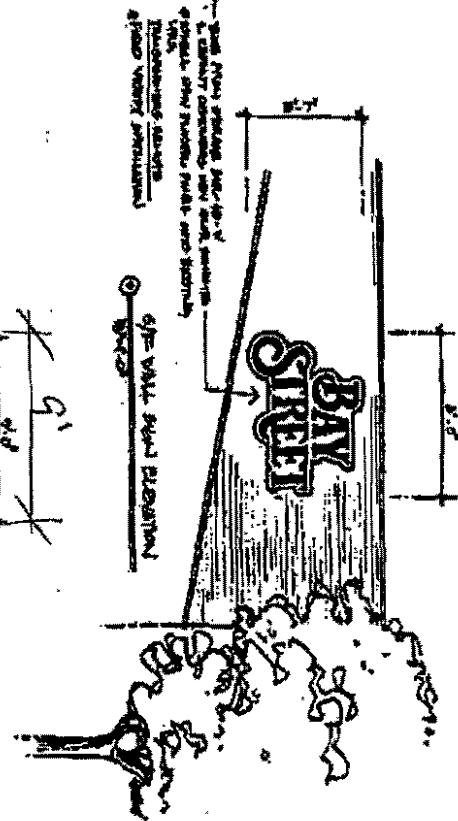
0/2 WALL SIGN ELEVATION
10/2/98



0/2 POLE SIGN ELEVATION
10/2/98



0/2 WALL SIGN ELEVATION
10/2/98



Project: Bay Street Signage
 Date: 10/2/98
 Designer: [Name]
 Client: [Name]
 Scale: 1/4" = 1'-0"



EXHIBIT "B"

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'19" W	500°43'00"W	21.00'	-
L2	N 00°24'10" W	N00°08'59"W	20.97'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	19°35'42"	1177.92'	402.84'	S 80°13'20" W - 400.88'



EDWARD COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.

15' WATER EASEMENT

ARAPAHO ROAD
(60' R.O.W.)
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

(CALLED N80°53'00"E - 177.16')
N 80°11'36" E - 171.17'

P.O.B.

(CALLED N88°21'00"E - 526.99')
N 85°49'17" E - 533.12'

397.14

PROPOSED ARAPAHO ROAD

FND. 5/8" IRON ROD

FND. 5/8" IRON ROD

FND. 5/8" IRON ROD

N 89°58'49" W - 305.09'

APPROXIMATE LOCATION OF
10' UTILITY EASEMENT

MOTEL 6 OPERATING LP.
CALLED 4.9814 ACRES
FEBRUARY 1, 1990
VOL. 90024, PG. 779
D.R.D.C.T.

RODEWAY INN
JANUARY 16, 1981
VOL. 81052, PG. 0775
D.R.D.C.T.

ADDISON RESTAURANT
PARK
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

HERITAGE INN NUMBER
XIII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
JANUARY 24, 1997
VOL. 97018, PG. 00073
D.R.D.C.T.

CALLLED 19.01 AC.
CITY OF DALLAS
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.

LOT 1
BLOCK A
BELTWOOD RESERVOIR
AUGUST 2, 1989
VOL. 90012, PG. 3386
D.R.D.C.T.

PARCEL 5
A PLAT OF A
0.5792 ACRE (25,228 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

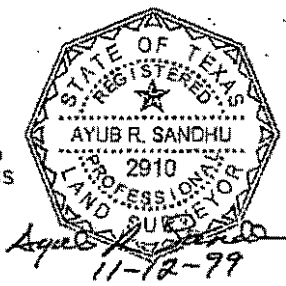
NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED
HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT
PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY
LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO
THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN
VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith
ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



GRAPHIC SCALE
1 INCH = 60 FT.

EXHIBIT "B"

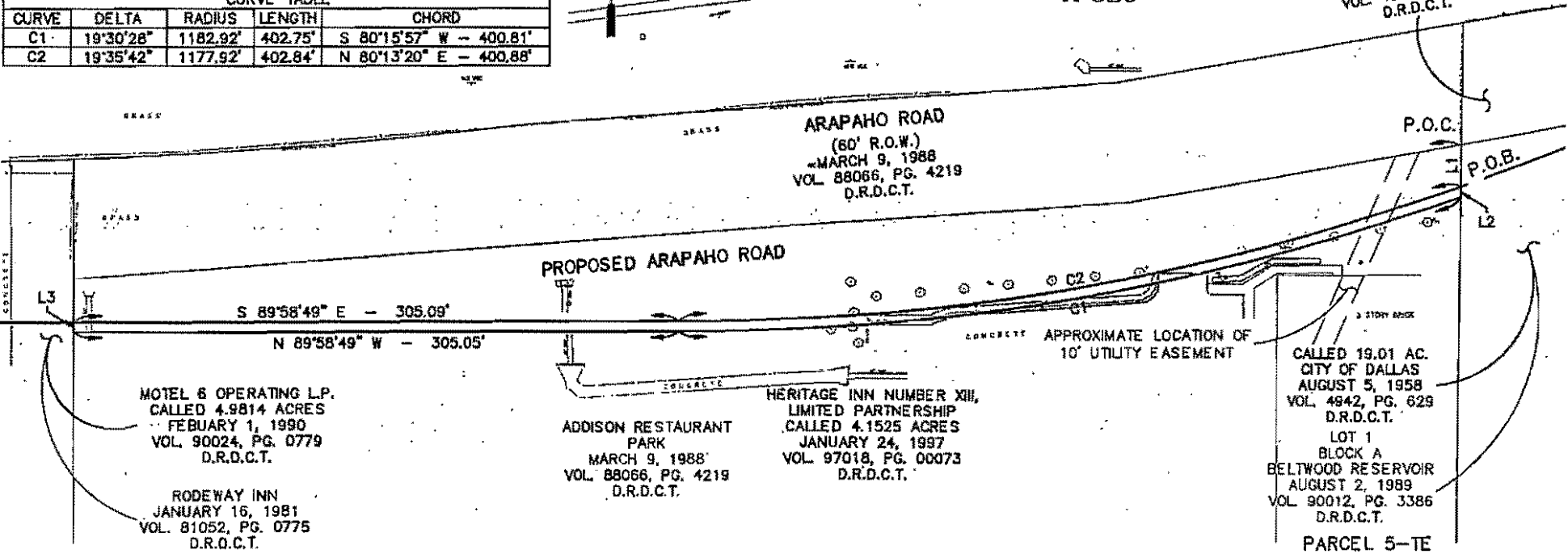
LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°12'19" W	S00°43'00"W	21.00'	-
L2	S 00°12'19" W	S00°43'00"W	5.31'	-
L3	N 00°24'10" W	N00°08'59"W	5.00'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	19°30'28"	1182.92'	402.75'	S 80°15'57" W -- 400.81'
C2	19°35'42"	1177.92'	402.84'	N 80°13'20" E -- 400.88'



EDWARD-COOK SURVEY
A-326

ARAPAHO ROAD
(VARIABLE R.O.W.)
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.



MOTEL 6 OPERATING L.P.
CALLED 4.9814 ACRES
FEBRUARY 1, 1990
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ADDISON RESTAURANT
PARK
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

HERITAGE INN NUMBER XIII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
JANUARY 24, 1997
VOL. 97018, PG. 00073
D.R.D.C.T.

APPROXIMATE LOCATION OF
10' UTILITY EASEMENT

3 STORY BRICK

CALLER 19.01 AC.
CITY OF DALLAS
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.
LOT 1
BLOCK A
BELTWOOD RESERVOIR
AUGUST 2, 1989
VOL. 90012, PG. 3386
D.R.D.C.T.

PARCEL 5-TE
A PLAT OF A
0.0813 ACRE (3,539 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

NOTES:

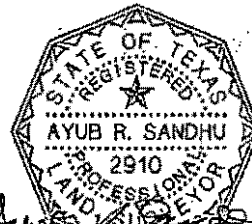
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ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED

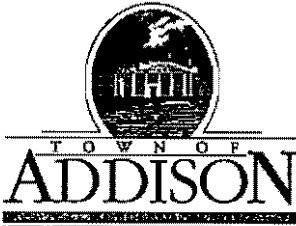
— PROPOSED RIGHT OF WAY LINE



Ayub R. Sandhu
7-26-01



GRAPHIC SCALE
1 INCH = 60 FT.



OFFICE OF THE CITY MANAGER

(972) 450-7000 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

June 26, 2002

Mr. Rick Larsen
Tharaldson Development
1201 Page Drive
Fargo, North Dakota 58103

**Re: Lots 4 & 5, Addison Restaurant Park
Heritage Inn Number XIII/Tharaldson Development**

Dear Mr. Larsen:

In February 2000, the Town of Addison elected to sell bonds in order to fund six construction projects. Included in these projects is the extension of Arapaho Road, from Addison Road to Marsh Lane. At this time, we are in the right-of-way acquisition phase of the project, from Addison Rd. to Surveyor Blvd. The Town of Addison has determined the need to acquire a portion of the tract of land that is currently occupied by Quality Suites. This land acquisition is necessary for the purpose of obtaining public right-of-way for the Arapaho Road project along with related municipal uses including public parks and open spaces. The firm of Evaluation Associates originally appraised the property in January 2002. The attached summary sheet shows the fair market value of this taking is \$140,700.00. In June 2002, the City Council of the Town of Addison authorized me to make an offer to purchase the 0.5792 acre of permanent right-of-way and 0.0813 acre temporary construction easement at the total appraised value of \$140,700.00.

The Town of Addison requests that you respond to this offer of purchase within thirty (30) days of the date of this letter. If we do not hear from you within the thirty (30) days, the Town will consider its offer rejected and we will initiate eminent domain proceedings to acquire the property.

Should you have any questions, please feel free to contact Mr. Mike Murphy, Director of Public Works, at (972) 450-2871, or myself.

Sincerely,

Ron Whitehead
City Manager

EVALUATION ASSOCIATES

RIGHT OF WAY LAND RIGHTS ANALYSIS • APPRAISAL • ACQUISITION • SOLUTIONS

SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

Property Owner: Heritage Inn Number XIII/Tharaldson Development
Parcel No. 5

Valuation Conclusion:

Whole Property (Land Only)	\$900,000
Proposed Acquisition	\$ 138,754
Remainder Before Acquisition	\$ 761,246
Remainder After Acquisition	\$ 761,246
Loss in Value of Remainder After	\$ -0-

Determination of Compensation:

Permanent Right of Way (Land Only @ \$5.50/SF)	\$138,754
Compensation for Improvements (None - Replacement)	\$ -0-
Landscaping (None - Replacement)	\$ -0-
Temporary Construction Easement	\$ 1,946

Total Compensation **\$140,700**

Date of Appraisal: January 12, 2002

Location: 4555 Belt Line Road, Town of Addison, Texas

Legal Description: Lots 4 and 5, Addison Restaurant Park, Town of Addison,
Dallas County, Texas

Land Size: Whole Property (per DCAD records) 3.7610 Acres
Right of way Area 0.5792 Acres
Temporary Construction easement 0.0813 Acres

Zoning: PD, Planned Development District

Highest and Best Use:

As if Vacant BEFORE: Commercial use
As if Vacant AFTER: Commercial use



UPPER 8

DALLAS AREA RAPID TRANSIT

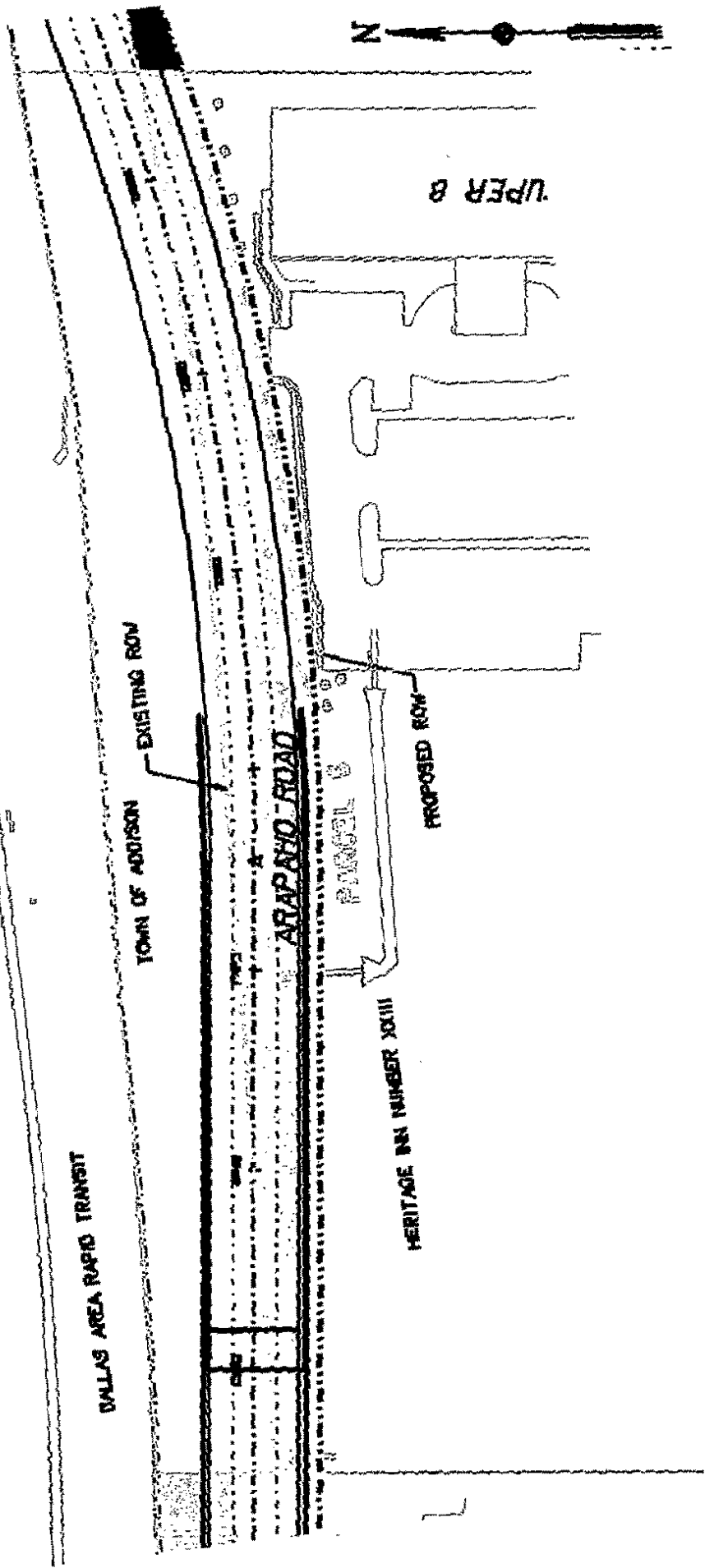
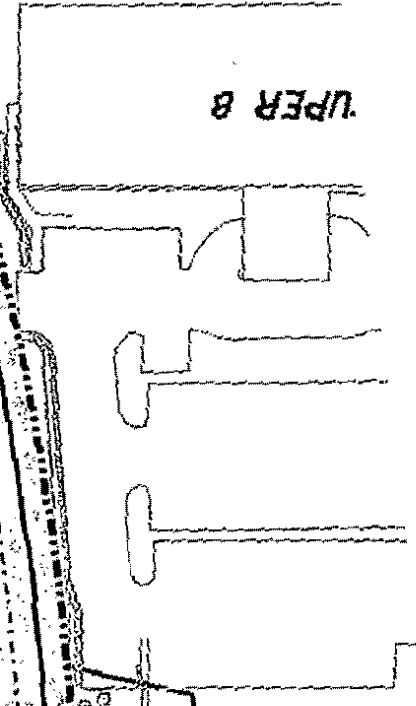
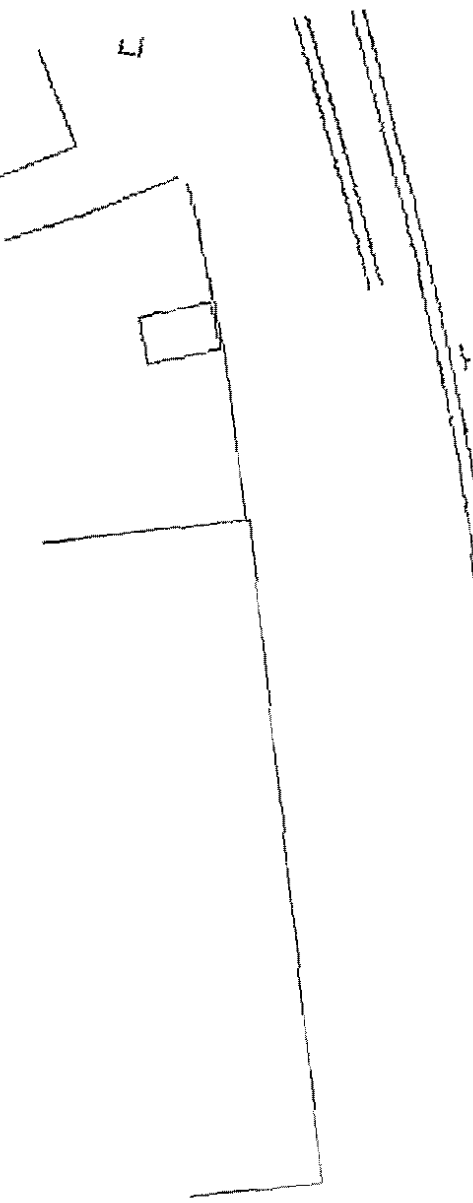
TOWN OF ADDISON
EXISTING ROW

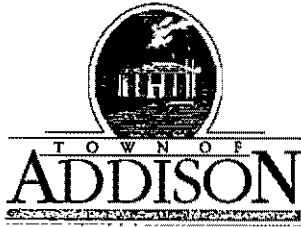
ARAPAO ROAD

PINCEL 6

PROPOSED ROW

HERITAGE INN NUMBER XXIII





OFFICE OF THE CITY MANAGER

(972) 450-7001 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

July 17, 2002

Mr. Rick Larsen
Tharaldson Development
1201 Page Drive
Fargo, North Dakota 58103

Re: Lots 4 & 5, Addison Restaurant Park
Heritage Inn Number XIII/Tharaldson Development

Dear Mr. Larsen:

You should have received a letter dated June 26, 2002, providing a written offer to purchase a portion of the right-of-way behind your property (see attached). As you know, this right-of-way acquisition is to accommodate the construction of Arapaho Road, Phase III. Pursuant to the June 26th letter, you have 30 days from receipt of that letter to respond in writing to the Town's offer. Failure to respond will be considered a rejection of the offer.

Staff will be making its recommendations regarding eminent domain proceedings at the August 13th Town of Addison City Council meeting. If you have any written proposals or counteroffers, staff will present those to the Council at that time. Any such proposals or counteroffers must be delivered to the Public Works Department located in the Addison Service Center at 16801 Westgrove Drive, Addison, Texas 75001, by noon on Friday, August 1, 2002.

It is our intent to amicably negotiate all right-of-way acquisitions and to only initiate eminent domain proceedings as a last resort. If you have any questions or wish to discuss this matter, you may contact my office or Mike Murphy Director of Public Works at (972) 450-2878.

Sincerely,

Ron Whitehead
City Manager

EVALUATION ASSOCIATES

RIGHT OF WAY LAND RIGHTS ANALYSIS • APPRAISAL • ACQUISITION • SOLUTIONS

SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

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EVALUATION ASSOCIATES

RIGHT OF WAY LAND RIGHTS ANALYSIS • APPRAISAL • ACQUISITION • SOLUTIONS

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July 17, 2002

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Tharaldson Development
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Fargo, North Dakota 58103

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Sincerely,

Ron Whitehead
City Manager

Parcel 5
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.5792 acre (25,228 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of the Deed Records of Dallas County, Texas, also being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records, said 0.5792 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod found for the common Northeast corner of said called 4.1525 acre tract, Southeast corner of a 60 foot wide right of way dedication as evidenced by the said plat of Addison Restaurant Park, and Northwest corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by the plat dated August 2, 1989 and recorded in Volume 90012, Page 3386 of said Deed Records, said point also being in the West line of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed dated August 5, 1958 and recorded in Volume 4942, Page 629 of said Deed Records;

THENCE, SOUTH 00°12'19" WEST (called South 00°43'00" West), along the common East line of said called 4.1525 acre tract and West line of said called 19.01 acre tract, a distance of 21.00 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road;

THENCE, SOUTHWESTERLY, departing said common line and along the proposed South right of way line of Arapaho Road and the arc of a non-tangent curve to the right having a radius of 1,177.92 feet, a central angle of 19°35'42", a chord bearing South 80°13'20" West for 400.88 feet, for an arc distance of 402.84 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

PARCEL 5 - ARAPAHO ROAD PROJECT

THENCE, NORTH 89°58'49 WEST, continuing along said proposed South right of way line of Arapaho Road, a distance of 305.09 feet to a 5/8 inch iron rod set in the common West line of said called 4.1525 acre tract and East line of a called 4.9814 acre tract of land conveyed to Motel 6 Operating L.P. by the deed dated February 1, 1990 and recorded in Volume 90024, Page 0779 of said Deed Records, same being all of Rodeway Inn, an addition to the City of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records;

THENCE, NORTH 00°24'10" WEST (called North 00°08'59" West), departing said South right of way line of Arapaho road and along said common line, a distance of 20.97 feet to a 5/8 inch iron rod with cap found for the common Northeast corner of said called 4.1525 acre tract, Northwest corner of said called 4.9814 acre tract and Southwest corner of said 60 foot wide right of way dedication;

THENCE, NORTH 85°49'17" EAST (called North 86°21'00" East), departing said common line and along the common North line of said called 4.1525 acre tract and South line of said 60 foot wide right of way dedication, passing at a distance of 397.14 feet a 5/8 inch iron rod found, continuing for a total distance of 533.12 feet (called 526.99 feet) to a 5/8 inch iron rod set for an angle point;

THENCE, NORTH 80°11'36" EAST (called North 80°53'00" East), continuing along said common line, a distance of 171.17 feet (called 177.16 feet) to the **POINT OF BEGINNING**;

CONTAINING an area of 0.5792 acres or 25,228 square feet of land within the metes recited.

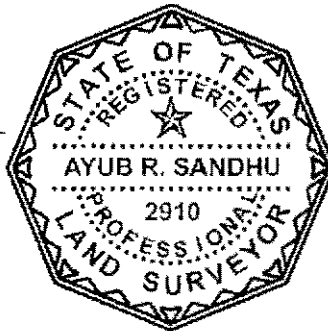
PARCEL 5 - ARAPAHO ROAD PROJECT

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 11-12-99
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



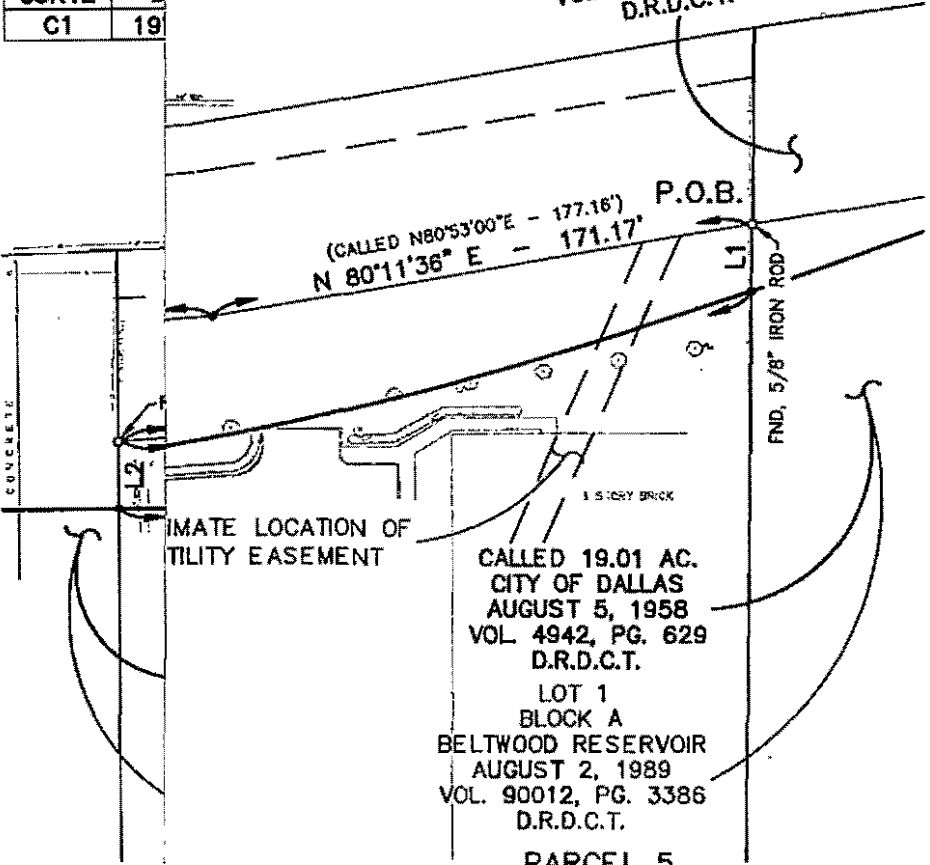
LINE	
L1	S
L2	N

CURVE	D
C1	19

OK SURVEY

26

ARAPAHO ROAD
(VARIABLE R.O.W.)
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.



CALLER 19.01 AC.
CITY OF DALLAS
AUGUST 5, 1958
VOL. 4942, PG. 629
D.R.D.C.T.
LOT 1
BLOCK A
BELTWOOD RESERVOIR
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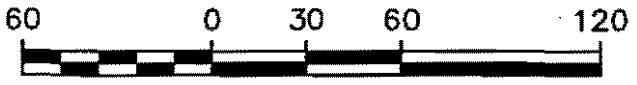
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A PLAT OF A
0.5792 ACRE (25,228 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

NOTES:

ALL EASEMENTS
HEREON.
PROPERTY SURVEY

ALL BEARINGS
LINE OF CENTER
THE FINAL
VOL. 77173

A LEGAL DEED
ACCOMPANIED BY



GRAPHIC SCALE
1 INCH = 60 FT.

99

AMENDMENT TO EASEMENT AGREEMENT
AND
ACCESS ROAD EASEMENT AND MAINTENANCE AGREEMENT

DEED 16.00
TOTL 16.00
1181 2:04PM 12/21/92

This Amendment to Easement Agreement and Access Road Easement and Maintenance Agreement ("Amendment") is made as of December 18, 1992, by and among Daryl N. Snadon ("Snadon"), Homewood Suites Equity Development Corporation ("Homewood Suites"), and Modernage, Inc. ("Modernage").

RECITALS:

WHEREAS, Modernage is the owner of a certain tract of land situated in Dallas County, Texas, and more particularly described on Exhibit A attached to the "Maintenance Agreement", as defined below, ("Tract 1"); and

WHEREAS, Snadon is the owner of a certain tract of land situated in Dallas County, Texas, and more particularly described on Exhibit B attached to the Maintenance Agreement ("Tract 2"); and

WHEREAS, Homewood Suites is the owner of a certain tract of land situated in Dallas County, Texas, and more particularly described on Exhibit C attached to the Maintenance Agreement ("Tract 3"); and

WHEREAS, Modernage is also the owner of that certain tract of land situated in Dallas County, Texas, and more particularly described on Exhibit D attached to the Maintenance Agreement ("Tract 4"); and

WHEREAS, the parties hereto or their predecessors in interest have previously executed and delivered that certain Easement Agreement dated August 31, 1989, recorded in Volume 89171, Page 0345 of the Deed Records of Dallas County, Texas ("Easement Agreement"), and that certain Access Road Easement and Maintenance Agreement dated October 6, 1989, recorded in Volume 89195, Page 1645 of the Deed Records of Dallas County, Texas ("Maintenance Agreement"), said Easement Agreement and Maintenance Agreement sometimes hereinafter collectively called the "Agreements"; and

WHEREAS, the parties hereto desire to correct the Agreements by granting the owner of Tract 1 the right to use the Access Road (as defined in the Maintenance Agreement), as said Access Road is more particularly described on Exhibit E attached to the Maintenance Agreement;

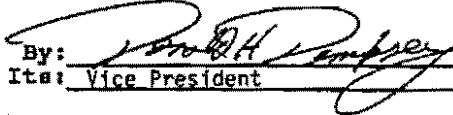
NOW THEREFORE, in consideration of the premises and mutual covenants, obligations and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The parties hereto grant, bargain, sell, and convey to Modernage, any future ground lessees or owners of Tract 1 and any mortgagees thereof, a perpetual non-exclusive easement to use the Access Road for pedestrian and vehicular traffic for the purpose of providing ingress and egress to and from Tract 1. It being understood that Modernage and any future owner or ground lessee of Tract 1 may grant rights and privileges in and to said easement for lessees, invitees, licensees and guests of the improvements now or hereafter constructed on Tract 1, as the case may be.
2. This Amendment may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

3. Terms defined in the Agreements delineated herein by initial capital letter shall have the same meaning ascribed thereto in the Agreements, except to the extent the meaning of such term is specifically modified by the provisions hereof. In addition, other terms not defined in the Agreements but defined herein, will, when delineated with initial capital letters, have the meanings ascribed thereto in this Amendment. Terms and phrases which are not delineated by initial capital letter shall have meanings commonly ascribed thereto.
4. Except as specifically amended by the provisions hereof, the terms and provisions of the Agreements shall continue to govern in the rights and obligations of the parties thereunder, and all provisions and covenants of the Agreements shall remain in full force and effect as stated therein. This Amendment and the Agreements shall be construed as one instrument. The terms, provisions and covenants of this Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest, and their legal representatives.

Executed as of the dates set forth below each signature, but effective for all purposes as of the date set forth here and above.

HOMWOOD SUITES EQUITY
DEVELOPMENT CORPORATION,
a Delaware corporation

By: 
Its: Vice President

Date: November 12, 1992

DARYL N. SNADON

Date: _____

MODERNAGE, INC.,
a Delaware corporation

By: _____
Debra L. Smithart,
Executive Vice President and
Chief Financial Officer

Date: _____

The undersigned, as ground lessee of Tract 2, does hereby agree to the amendments set forth in this Amendment effective as of the date and year first above written.

GRADY'S, INC.,
a Tennessee corporation

By: Debra L. Smithart,
Executive Vice President and
Chief Financial Officer

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this ___ day of _____, 1992, by Debra L. Smithart, Executive Vice President and Chief Financial Officer of MODERNAGE, INC., a Delaware corporation, on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENT

STATE OF Tennessee §
 §
COUNTY OF Shelby §

This instrument was acknowledged before me on this 12th day of November, 1992, by Donald H. Dempsey of HOMEWOOD SUITES EQUITY DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC, STATE OF Tennessee



My Commission Expires:

June 25, 1996

3. Terms defined in the Agreements delineated herein by initial capital letter shall have the same meaning ascribed thereto in the Agreements, except to the extent the meaning of such term is specifically modified by the provisions hereof. In addition, other terms not defined in the Agreements but defined herein, will, when delineated with initial capital letters, have the meanings ascribed thereto in this Amendment. Terms and phrases which are not delineated by initial capital letter shall have meanings commonly ascribed thereto.

4. Except as specifically amended by the provisions hereof, the terms and provisions of the Agreements shall continue to govern in the rights and obligations of the parties thereunder; and all provisions and covenants of the Agreements shall remain in full force and effect as stated therein. This Amendment and the Agreements shall be construed as one instrument. The terms, provisions and covenants of this Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest, and their legal representatives.

Executed as of the dates set forth below each signature, but effective for all purposes as of the date set forth here and above.

HONEWOOD SUITES EQUITY
DEVELOPMENT CORPORATION,
a _____ corporation

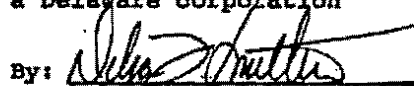
By: _____
Its: _____

Date: _____


DARYL N. SNADON

Date: December 11, 1992

MODERNAGE, INC.,
a Delaware corporation

By: 
Debra L. Smithart,
Executive Vice President and
Chief Financial Officer

Date: December 15, 1992

The undersigned, as ground lessee of Tract 2, does hereby agree to the amendments set forth in this Amendment effective as of the date and year first above written.

GRADY'S, INC.,
a Tennessee corporation

By: Debra L. Smithart
Debra L. Smithart,
Executive Vice President and
Chief Financial Officer

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 15th day of December, 1992, by Debra L. Smithart, Executive Vice President and Chief Financial Officer of MODERNAGE, INC., a Delaware corporation, on behalf of said corporation.



Kathy L. Lawyer
NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 199____, by _____ of HOMEWOOD SUITES EQUITY DEVELOPMENT CORPORATION, a _____ corporation, on behalf of said corporation.

NOTARY PUBLIC, STATE OF _____

My Commission Expires:

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 11th day of December, 1992, by Daryl N. Snadon, an individual.



Jana R. Lee
NOTARY PUBLIC, STATE OF Texas

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 15th day of December, 1992, by Debra L. Smithart, Executive Vice President and Chief Financial Officer of GRADY'S, INC., a Tennessee corporation, on behalf of said corporation.



Kathy L. Lawyer
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDATION RETURN TO:
COMMONWEALTH LAND TITLE INSURANCE
COMPANY
14843 DALLAS PARKWAY, SUITE 770
DALLAS, TEXAS 75240

ATTN: Karen E. Moreau

7
2

allocate responsibility for the maintenance and repair of the Access Road, as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, obligations and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The parties hereto do hereby confirm that the perpetual nonexclusive easements granted to the owners of Tract 2, Tract 3, and Tract 4, and their respective successors and assigns, including any future ground lessee or owner thereof, pursuant to Section 2 of the Easement Agreement, cover the Access Road Parcel described on Exhibit E attached hereto; provided, however, that, notwithstanding anything to the contrary in the Easement Agreement, there shall be excluded from the portion of the Access Road Parcel covered by the easements granted for the benefit of the owners of Tract 2 and Tract 4, and their respective successors and assigns, including any future ground lessee or owner of Tract 2 or Tract 4, that certain portion of the Access Road Parcel designated as a "2' landscape easement" on the plat recorded at Volume 89166, Page 1974 of the Deed Records of Dallas County, Texas (the "Landscape Easement"). The Landscape Easement shall be maintained by Homewood Suites, and its successors and assigns, including any future ground lessee or owner of Tract 3, solely for its own benefit.

2. Notwithstanding anything to the contrary set forth in Section 4 of the Easement Agreement, Camden, its successors and assigns, including any future owner of Tract 1, shall be responsible for the maintenance, service, repair, restoration, replacement, resurfacing, restriping, and lighting of the Access Road Parcel, to the extent necessary to maintain the Access Road in a good and usable condition for pedestrian and vehicular traffic and in compliance with all applicable laws and regulations. The owner of Tract 1 shall be entitled to reimbursement from the owners of Tract 2, Tract 3, and Tract 4, for their respective proportionate part of such maintenance and repair expenses incurred by the owner of Tract 1, within thirty (30) days following the submission to such owners of copies of bills for, and evidence of payment of, such expenses incurred by the owner of Tract 1 solely for such purpose. For purposes of this Agreement, each owner's "proportionate part" shall mean the percentage determined in each case by a fraction, the numerator of which is the number of square feet contained in such owner's Tract and the

denominator of which is the sum of the total number of square feet in Tract 1, Tract 2, Tract 3, and Tract 4.

3. In the event that Camden (as owner of Tract 1), its successors and assigns, including any future ground lessee or owner of Tract 1 (the "Defaulting Owner"), shall fail, refuse or for any other reason be unable to maintain and repair the Access Road Parcel as hereinabove required, Homewood Suites, its successors and assigns, including any future ground lessee or owner of Tract 3, or Snadon, his successors and assigns, including any future ground lessee or owner of Tract 2 (each such owner of Tract 2 or Tract 3, a "Nondefaulting Owner"), upon thirty (30) days written notice to the Defaulting Owner of its intention to exercise its option hereafter granted to undertake such maintenance and repair responsibilities and upon the Defaulting Owner's failure (i) to commence or resume such maintenance and repair responsibilities within such thirty (30) day period or (ii) thereafter diligently to continue to perform such maintenance and repair responsibilities, shall have the option, but not the obligation, to maintain and repair the Access Road Parcel.

- (a) The owner of Tract 3 shall have the right of first refusal to undertake such maintenance responsibilities as the Non-Defaulting Owner. In the event that the owner of Tract 3 fails to notify the owner of Tract 2 of its election to perform such maintenance responsibilities as the Nondefaulting Owner, within thirty (30) days following written notice from the owner of Tract 2 requesting such election, the owner of Tract 2 shall have the option to perform such maintenance responsibilities as the Non-Defaulting Owner hereunder.
- (b) The Defaulting Owner's proportionate part (determined as hereinabove set forth) of any amounts expended by the Nondefaulting Owner pursuant to this Section in performing the obligations of the Defaulting Owner with respect to maintaining and repairing the Access Road Parcel, shall be payable to the Nondefaulting Owner within ten (10) days following written demand for such amounts to the Defaulting Owner, and shall bear interest from the due date until paid at the lesser of (i) a floating rate of interest equal to the prime rate, as announced or published by NCNB Texas National Bank from time to time, plus two percent (2%) per annum or (ii) the maximum rate allowed by applicable law.

- (c) The owners of Tract 2, Tract 3 and Tract 4 each agree to reimburse the Nondefaulting Owner for their respective proportionate part of such maintenance and repair expenses incurred by the Nondefaulting Owner pursuant to this Section, which reimbursement shall be made within fifteen (15) days following written request for reimbursement, which request shall be accompanied by copies of bills for such expenses incurred by the Nondefaulting Owner. Any reimbursement amounts not paid within thirty (30) days following written request therefor to the respective owner of Tract 2, Tract 3 or Tract 4 shall accrue interest from such due date until paid at the lesser of (i) a floating rate of interest equal to the prime rate, as announced or published by NCNB Texas National Bank from time to time, plus two percent (2%) per annum or (ii) the maximum rate allowed by applicable law.
- (d) In the event that the Nondefaulting Owner is required to, or does, retain counsel in order to collect amounts due from the owners of Tract 1, Tract 2, Tract 3 and/or Tract 4, the Nondefaulting Owner shall be entitled to reimbursement for its expenses of collection, including reasonable attorneys' fees, court costs and other legal expenses, in addition to other reimbursement amounts and interest thereon due hereunder.
- (e) Notwithstanding anything in this Section to the contrary, either Non-Defaulting Owner shall have the option, following the assumption of maintenance and repair responsibilities with respect to the Access Road Parcel, thereafter to relinquish such responsibility back to the owner of Tract 1 upon thirty (30) days prior written notice to the owners of Tract 2, Tract 3, and Tract 4, at which time the owners of Tract 2, Tract 3, and Tract 4 each shall have the option to enforce the obligations of the owner of Tract 1 pursuant to this Agreement.

4. In addition to the remedies set forth above, in the event of any violation or attempted or threatened violation of the provisions of this Agreement or any interference or attempted or threatened interference with the rights herein granted, the provisions of this Agreement may be enforced by any owner of any portion of Tract 1, Tract 2, Tract 3 or Tract 4 by restraining orders and injunctions (temporary or

permanent) prohibiting such violation or interference and commanding compliance with the provisions hereof, which restraining orders and injunctions shall be obtainable upon the proof of the existence of such violation or attempted or threatened violation or interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm.

5. The provisions of this Agreement shall not be modified, waived or terminated except by an instrument in writing executed and delivered by all of the owners of fee simple title to Tract 1, Tract 2, Tract 3, and Tract 4. No consent to the modification or waiver, from time to time, or termination of the provisions of this Agreement shall ever be required of any tenant, customer, employee, agent or invitee as to any portion of Tract 1, Tract 2, Tract 3 or Tract 4, nor shall any such party have any right to enforce any of the provisions of this Agreement; provided, however, that such rights may (but need not) be enforced on such party's behalf by the owner of the Tract as to which such party is a tenant, customer, employee, agent or invitee.

6. Nothing contained in this Agreement or in the Easement Agreement shall ever constitute or be construed as a dedication to the public of any interest herein, therein, or in any part of Tract 1, Tract 2, Tract 3 or Tract 4, or to give any member of the public any right whatsoever therein.

7. If any provision of this Agreement or the Easement Agreement shall, for any reason, be held violative of any applicable law and/or unenforceable, then the invalidity of such specific provision shall not be held to invalidate any other provision hereof or thereof, all of which such other provisions shall remain in full force and effect.

8. In the event of any conflict between the provisions of this Agreement and the provisions of the Easement Agreement, the provisions of this Agreement shall control.

9. This Agreement may be executed in two (2) or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

10. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Access Road Easement and Maintenance Agreement as of the day and year first above written.

CAMDEN FINANCIAL CORPORATION

By: _____
Printed Name: _____
Its: _____


Daryl N. Snadon

HOMWOOD SUITES EQUITY
DEVELOPMENT CORPORATION

By: _____
Printed Name: _____
Its: _____

The undersigned does hereby consent and agree to all amendments to the Easement Agreement (as defined in the foregoing instrument) set forth or contemplated in the foregoing Access Road Easement and Maintenance Agreement, effective as of the day and year first above written.

GRADY'S, INC.

By: _____
Printed Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Access Road Easement and Maintenance Agreement as of the day and year first above written.

CAMDEN FINANCIAL CORPORATION

By: _____
Printed Name: _____
Its: _____

Daryl N. Snadon

HOMWOOD SUITES EQUITY
DEVELOPMENT CORPORATION

By: _____
Printed Name: _____
Its: _____

The undersigned does hereby consent and agree to all amendments to the Easement Agreement (as defined in the foregoing instrument) set forth or contemplated in the foregoing Access Road Easement and Maintenance Agreement, effective as of the day and year first above written.

GRADY'S, INC.

By: *[Signature]*
Printed Name: EDWARD M. GRADY
Title: SENIOR VICE PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mike Bolton, President of Camden Financial Corporation, a New Mexico corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10 day of October, 1989.

Traci Chavez
Notary Public in and for
the State of Texas
Print Name: _____
My Commission Expires: _____

(SEAL)

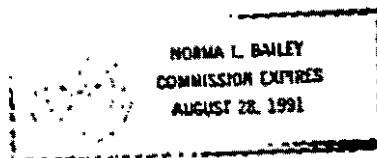
THE STATE OF TEXAS §
§
COUNTY OF Dallas §



BEFORE ME, the undersigned authority, on this day personally appeared Daryl N. Snadon, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of October, 1989.

(SEAL)

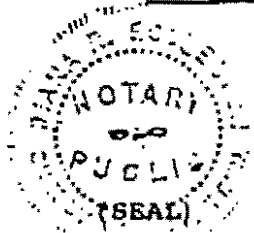


Norma L. Bailey
Notary Public in and for
the State of Texas
Print Name: Norma L. Bailey
My Commission Expires: Aug 28, 1991

THE STATE OF TN §
§
COUNTY OF Shelby §

BEFORE ME, the undersigned authority, on this day personally appeared David B Jones, President E.C.O. of Homewood Suites Equity Development Corporation, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of October, 1989.



Diana R. Eggleston
Notary Public in and for
the State of Tennessee
Print Name: Diana R. Eggleston
My Commission Expires: 8-2-93

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ of Grady's, Inc., a _____ corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 1989.

Notary Public in and for
the State of Texas
Print Name: _____
My Commission Expires: _____

(SEAL)

After Recording Return To:

Thomas E. Davis
Bracewell & Patterson
4000 Lincoln Plaza
500 North Akard Street
Dallas, Texas 75201
(214) 740-4000

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89195 1656

EXHIBIT "A"

FIELD NOTES

being a 12.586 acre tract of land situated in the Edward Cook Survey, Abstract No. 326 and the E. Fike Survey, Abstract No. 478, Dallas County, Texas, and being those certain tracts of land as described in deed to Camden Financial Corporation as recorded in Volume 88170, Page 2523, and Volume 84189, Page 1851, Deed Records, Dallas County, Texas, said 12.586 acre tract being particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod, found, in the northerly right-of-way line of Beltline Road, a 100 Foot wide public right-of-way, and the southeasterly corner of a tract of land as shown to Rodeway Inn according to the plat as recorded in Volume 81057, Page 775, said County Records:

THENCE, North 00 degrees 08 minutes 59 seconds East, 774.18 feet to a 3/8 inch iron rod with cap stamped "Carter & Burgess", found, at the northeasterly corner of said Rodeway Inn tract, same being in the southerly right-of-way line of the St. Louis and Southwestern Railroad;

THENCE, North 86 degrees 20 minutes 00 seconds East, 570.16 feet along said southerly right-of-way line to a 1/2 inch iron rod, found;

THENCE, North 80 degrees 51 minutes 00 seconds East, 184.70 feet along said southerly right-of-way line to a 3/8 inch iron rod, with cap stamped "Carter & Burgess", found, same being the northwesterly corner of a tract of land as described in deed to the City of Dallas as recorded on August 8, 1958, said County Records;

THENCE, South 00 degrees 43 minutes 00 seconds West, 838.24 feet to a 1/2 inch iron rod, found, the southwesterly corner of said City of Dallas tract, same being in the aforementioned northerly right-of-way line of Beltline Road;

THENCE, North 89 degrees 40 minutes 00 seconds West, 144.90 feet along said northerly right-of-way line to a 1/2 inch iron rod, found, same being the beginning of a curve concave to the northeast, whose radius is 2814.79 feet, and whose longchord bears North 87 degrees 02 minutes 45 seconds West, 257.42 feet;

THENCE, along said curve and said northerly right-of-way line in a northwesterly direction, through a central angle of 03 degrees 14 minutes 30 seconds, an arc length of 257.51 feet to a 1/2 inch iron rod, found;

THENCE, North 84 degrees 37 minutes 38 seconds West, 792.18 feet along said northerly right-of-way line to the POINT OF BEGINNING and containing 12.586 acres of land, more or less.

SAVE AND EXCEPT, HOWEVER, (i) the tract or parcel of land conveyed to the Town of Addison by Correction Corporate Street Deed dated March 7, 1988 and recorded in Volume 88059, Page 3388, Deed Records, Dallas County, Texas, and (ii) the three (3) tracts or parcels of land described on Exhibits B, C, and D attached to the foregoing Access Road Easement and Maintenance Agreement.

EXHIBIT B

Being Lot 2, Addison Oaks Addition, an Addition to the Town of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 89166, Page 1974, Deed Records, Dallas County, Texas.

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89.95 1658

EXHIBIT C

Being Lot 1, Addison Oaks Addition, an Addition to the Town of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 89166, Page 1974, Deed Records, Dallas County, Texas.

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EXHIBIT D

BEING a 1.727 acre tract of land situated in the Edward Cook Survey, Abstract No. 326 and the E. Fike Survey, Abstract No. 478, Dallas County, Texas, said 1.727 acre tract of land being a portion of that certain 12.586 acre tract of land as conveyed to Camden Financial Corporation as recorded in Volume 86170, Page 2523, and Volume 84189, Page 1651, Dallas County Deed Records, said 1.727 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod, found, the southeast corner of said 12.586 acre tract, same being the southwest corner of that certain tract of land as described in deed to the City of Dallas as recorded on August 8, 1958, said County Records, and being in the northerly right-of-way line of Belcline Road, a 100 foot wide public right-of-way;

THENCE N89°40'00"W 144.90 feet along said northerly right-of-way line to the beginning of a curve concave northerly whose radius is 2814.79 feet and whose longchord bears N89°14'46"W 41.31 feet;

THENCE westerly along said curve, through a central angle of 00°50'27" an arc distance of 41.31 feet to the end of said curve;

THENCE N00°10'53"E 399.42 feet;

THENCE S89°51'01"E 189.94 feet;

THENCE S00°43'00"W 400.34 feet to the POINT OF BEGINNING and containing 1.727 acres (75,229.4 Sq. Ft.) of land, more or less.

89.95 1660

EXHIBIT E

Being a 0.346 acre tract of land situated in the Edward Cook Survey, Abstract No. 326 and the E. Fike Survey, Abstract No. 478, Dallas County, Texas, said 0.346 acre tract of land being a portion of that certain 12.586 acre tract of land as conveyed to Caaden Financial Corporation as recorded in Volume 86170, Page 2523, and Volume 84189, Page 1651, Dallas County Deed Records, said 0.346 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod, found, the southwest corner of said 12.586 acre tract and the southeast corner of that certain tract of land as described in deed to Rodeway Inn Corporation as recorded in Volume 81052, page 775, said Deed Records, and being in the northerly right-of-way line of Beltline Road, a 100 foot wide public right-of-way;

THENCE S84°37'38"E 275.00 feet along said northerly right-of-way line to the POINT OF BEGINNING of the tract herein described;

THENCE N19°03'15"E 80.69 feet;

THENCE N00°08'59"E 309.36 feet;

THENCE S89°51'01"E 36.00 feet;

THENCE S00°08'59"W 391.17 feet to a point in the aforesaid northerly right-of-way line, the beginning of a non-tangent curve concave to the north whose radius is 2814.79 feet and whose longchord bears N84°53'06"W 45.20 feet;

THENCE westerly, along said non-tangent curve, and along said northerly right-of-way line, through a central angle of 00°55'12" an arc distance of 45.20 feet to a 1/2 inch rod, found, the end of said curve;

THENCE N84°37'38"W 17.18 feet to the POINT OF BEGINNING and containing 0.346 acres (15,097 sq. ft.) of land, more or less.

After Recording Return To:

Thomas E. Davis
Bracewell & Patterson
4000 Lincoln Plaza
500 North Akard Street
Dallas, Texas 75201
(214) 740-4000

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89 | 95 | 1662

CHICAGO TITLE
INSURANCE CO.
500 NORTH AKARD, SUITE 3130
DALLAS, TEXAS 75201

Plaza Kellum

COUNTY CLERK, DALLAS COUNTY, TEXAS



Earl B. Durr

OCT 6 1989

Any instrument which, when recorded, is not a valid, legal, or true copy of the original instrument, shall be void. Any instrument which is not a true and correct copy of the original instrument, shall be void. Any instrument which is not a true and correct copy of the original instrument, shall be void. Any instrument which is not a true and correct copy of the original instrument, shall be void.

1989 OCT -6 PM 1:19

Earl B. Durr
COUNTY CLERK
DALLAS COUNTY, TEXAS

89.95 : 663

1969 95. 312 C. 1000. 11.

COUNTY CLERK'S ALMO
PORTIONS OF THIS
DOCUMENT NOT
SUBJECT TO
WITH RECORD

EASEMENT AGREEMENT

THE STATE OF TEXAS }
COUNTY OF DALLAS }

KNOW ALL MEN BY THESE PRESENTS:
§ 475C

21.00 DEED
1 09701389

WHEREAS, CAMDEN FINANCIAL CORPORATION, a New Mexico corporation ("Camden") is the owner of the tract of land situated in Dallas County, Texas which is more particularly described in Schedule A attached hereto and made a part hereof ("Tract One"); and

WHEREAS, Daryl N. Snadon ("Snadon") is the owner of a tract of land situated in Dallas County, Texas which is more particularly described in Schedule B attached hereto and made a part hereof ("Tract Two"); and

WHEREAS, Camden is also the owner of the tracts of land situated in Dallas County, Texas which are more particularly described in Schedule C and Schedule D attached hereto and made a part hereof for all purposes (respectively "Tract Three" and "Tract Four"); and

WHEREAS, Camden has agreed to construct a private street (the "First Street") on portions of Tract Two and Tract Three, such Street being cross-hatched in red on the plat attached hereto on Schedule E and made a part hereof; and

WHEREAS, Camden and Snadon wish to grant, one to the other, easements permitting the use of the First Street for purposes of ingress and egress to and from Tract Two and Tract Three and to create a similar easement for the benefit of present and future owners and any mortgagees of Tract Four; and

WHEREAS, a private street (the "Second Street") is to be constructed on portions of Tract Two and Tract Four, and Snadon and Camden have agreed to grant, one to the other, easements permitting the use of the Second Street for ingress and egress to and from Tract Two and Tract Four; and

WHEREAS, Snadon and Camden desire to grant and create for the mutual benefit of present and future owners and any mortgagees of Tract Two and Tract Four, respectively, mutual easements for

ingress, egress and parking across, over and upon portions of Tract Two and Tract Four, respectively, as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants, grants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Camden and Snadon hereby agree that the First Street may be constructed on the strip of land described in Schedule F hereto, part of which lies within the boundary lines of Tract Two and part of which lies within the boundary lines of Tract Three.

2. Camden hereby grants, bargains, sells and conveys to Snadon, any future ground lessees or owners of Tract Two or Tract Four and any mortgagees of Tract Two or Tract Four a perpetual non-exclusive easement to use that portion of the First Street and the land thereunder which lies within the boundary lines of Tract Three for pedestrian and vehicular traffic for the purpose of providing ingress and egress to or from any portion of Tract Two or Tract Four and for all other lawful purposes connected with the use of Tract Two of Tract Four, it being understood that Snadon and any future owner or ground lessee of Tract Two, and Camden and any future owner or ground lessee of Tract Four, may grant rights and privileges in and to said easement for lessees, invitees, licensees and guests of the improvements now or hereafter constructed on Tract Two or Tract Four, as the case may be. Snadon does hereby grant, bargain, sell and convey to Camden, any future ground lessees or owners of Tract Three or Tract Four and any mortgagees of Tract Three or Tract Four a perpetual non-exclusive easement to use that portion of the First Street and the land thereunder which lies within the boundary lines of Tract Two for pedestrian and vehicular traffic for the purpose of providing ingress and egress to or from any portion of Tract Three or Tract Four and for all other lawful purposes connected with the use of Tract Three or Tract Four, it being understood that Camden and any future owner or ground lessee of Tract Three or Tract Four may grant rights and privileges in and to said easement for lessees,

invitees, licensees and guests of the improvements now or hereafter constructed on Tract Three or Tract Four, as the case may be.

3. Camden and Snadon agree that at no time shall there be erected or permitted to exist any barrier or other condition in, from or over the First Street or the land on which the First Street is to be constructed which has the effect of substantial impairment of ingress to or egress from Tract Two, Tract Three or Tract Four as herein contemplated.

4. The maintenance, repair and restoration of the First Street shall be the responsibility of Camden, its successors and assigns; provided, however, that Snadon, the owner of Tract Three (if Tract Three is owned by a party other than Camden) and the owner of Tract Four (if Tract Four is owned by a party other than Camden) shall each reimburse Camden for their proportionate parts of any costs of such maintenance, repair or restoration. The "proportionate part" of Snadon and any owner of Tract Three or Tract Four other than Camden shall be percentages determined in each case by a fraction, the numerator of which is the number of square feet contained in Tract Two (in the case of Snadon), Tract Three (in the case of any owner thereof other than Camden) and Tract Four (with respect to any owner thereof other than Camden) and the denominator of which is the total number of square feet in Tract One, Tract Two, Tract Three and Tract Four.

5. Camden hereby grants, bargains, sells and conveys to Snadon and any future ground lessees, owners or mortgagees of Tract Two or Tract Three, the right to maintain the curb cuts shown on the plat attached hereto as Schedule E which provide entrances from the Street to Tract Two and Tract Three and exits from Tract Two and Tract Three to the Street, for vehicular traffic. Snadon and any future ground lessees, owners or mortgagees of Tract Two or Tract Three shall also have the right to maintain curb cuts or driveways which provide entrances from and exits to the First Street and which are shown on any site plan

in respect of Tract Two or Tract Three which is approved by the City of Addison, Texas.

5. Camden hereby grants, bargains, sells and conveys to Snadon and any future owners, ground lessees or mortgagees of Tract Two easements (i) for the perpetual, non-exclusive right of ingress and egress over all roadways and driveways now constructed or which may hereafter be constructed for pedestrian and vehicular traffic across, over and upon Tract Four and (ii) for the perpetual, non-exclusive utilization of the parking facilities now constructed or which may hereafter be constructed on Tract Four, it being understood and agreed that the present and future owners of Tract Two may grant such rights and privileges in and to said easements and uses to the lessees, invitees, licensees and guests of any improvements now or hereafter constructed on Tract Two.

7. Snadon hereby grants, bargains, sells and conveys unto Camden and any future owners, ground lessees or mortgagees of Tract Four easements (i) for the perpetual, non-exclusive right of ingress and egress over all roadways and driveways now constructed or which may hereafter be constructed for pedestrian and vehicular traffic across, over and upon Tract Two and (ii) for the perpetual, non-exclusive utilization of any parking facilities now constructed or which may hereafter be constructed on Tract Two, it being understood and agreed that the present and future owners of Tract Four may grant such rights and privileges in and to said easements and uses to the lessees, invitees, licensees and guests of the improvements now or hereafter constructed on Tract Four.

8. The easements contains in paragraphs 6 and 7 hereof benefiting Tract Two and Tract Four, respectively, are hereinafter collectively referred to as the "Cross Easement Areas." Snadon and Camden agree that at no time shall there be erected or permitted to exist any barrier or other condition in, upon or over Tract Two with respect to Snadon and Tract Four with respect to Camden which has the effect of substantial impairment of ingress to or egress from the Cross Easement Areas as hereinabove contemplated.

9. Camden hereby grants, bargains, sells and conveys to Snadon the right to construct on Tract Four that portion of the street cross-hatched in green and orange on Schedule E hereto (the "Second Street") which lies within the boundary lines of Tract Four, and Camden hereby grants, bargains, sells and conveys to Snadon, any future ground lessees or owners of Tract Two and any mortgagees of Tract Two a perpetual non-exclusive easement to use that portion of the Second Street and the land thereunder which lies within the boundary lines of Tract Four for pedestrian and vehicular traffic for the purpose of providing ingress and egress to or from any portion of Tract Two and for all other lawful purposes connected with the use of Tract Two, it being understood that Snadon and any future owner or ground lessee of Tract Two may grant rights and privileges in and to said easement for lessees, invitees, licensees and guests of the improvements now or hereafter constructed on Tract Two. Snadon does hereby grant, bargain, sell and convey to Camden, any future ground lessees or owners of Tract Four and any mortgagees of Tract Four a perpetual non-exclusive easement to use that portion of the Second Street and the land thereunder which lies within the boundary lines of Tract Two for pedestrian and vehicular traffic for the purpose of providing ingress and egress to or from any portion of Tract Four and for all other lawful purposes connected with the use of Tract Four, it being understood that Camden and any future owner or ground lessee of Tract Four may grant rights and privileges in and to said easement for lessees, invitees, licensees and guests of the improvements now or hereafter constructed on Tract Four.

10. Camden and Snadon agree that at no time shall there be erected or permitted to exist any barrier or other condition in, from or over the Second Street or the land on which the Second Street is to be constructed which has the effect of substantial impairment of ingress to or egress from Tract Two or Tract Four as herein contemplated.

11. The maintenance, repair and restoration of the Second Street shall be the responsibility of Snadon, his successors and

assigns, provided, however, that the owner of Tract Four (if Tract Four is owned by a party other than Snadon) shall reimburse Snadon for its proportionate part of any costs of such maintenance, repair or restoration. The "proportionate part" of the owner of Tract Four shall be a percentage determined by a fraction, the numerator of which is the number of square feet contained in Tract Four and the denominator of which is the total number of square feet in Tract Two and Tract Four.

12. Each and every agreement, promise, undertaking, condition, easement, right, privilege and restriction contained herein (hereinafter referred to as "Obligations of this Agreement") shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Every such Obligation of this Agreement shall run with the land and shall be binding upon the party making such Obligations of this Agreement, upon the property to be burdened with the Obligations of this Agreement and upon any successor to all or any part of the property to be burdened and shall inure to the benefit of the parties for whose benefit such Obligations of this Agreement were made and for the benefit of the property to be benefited, and any successor in title to all, or any portion of, the property to be benefited.

13. The foreclosure of any present or future mortgage covering Tract One, Tract Two, Tract Three or Tract Four or any portion thereof, shall in no way effect the easements granted or agreements contained herein for the benefit of any of such properties, and said easements and agreements as hereinabove described shall remain in full force and effect for the benefit of owners of Tract Two, the owners of Tract Three, the owners of Tract Four and their respective ground lessees and mortgagees.

14. In the event of the breach, or attempted or threatened breach, of any Obligations of this Agreement, the non-breaching parties, or any of them, and their respective successors in title, shall be entitled forthwith to full and adequate relief by

EXECUTED this 31 day of August, 1989.

CAMDEN FINANCIAL CORPORATION

By: Wayne H. Walker
(Vice) President

Daryl N. Snadon
Daryl N. Snadon

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 31st day of August, 1989, by Wayne H. Walker, Vice President of CAMDEN FINANCIAL CORPORATION.



Cynthia White
Notary Public, State of Texas

Name (Print) Cynthia White

My commission expires:
9-16-89

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 31st day of August, 1989, by DARYL N. SNADON.



Cynthia White
Notary Public, State of Texas

Name (Print) Cynthia White

My commission expires:
9-16-89

31350.155
8/16/89

SCHEDULE A

Being a 12.586 acre tract of land situated in the Edward Cook Survey, Abstract No. 126 and the E. Fike Survey, Abstract No. 478, Dallas County, Texas, and being those certain tracts of land as described in deed to Camden Financial Corporation as recorded in Volume 86170, Page 2523, and Volume 44189, Page 1651, Deed Records, Dallas County, Texas, said 12.586 acre tract being particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod, found, in the northerly right-of-way line of Beltline Road, a 100 Foot wide public right-of-way, and the southeasterly corner of a tract of land as shown to Rodeway Inn according to the plat as recorded in Volume 81052, Page 775, said County Records;

THENCE, North 00 degrees 08 minutes 59 seconds East, 736.18 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess", found, at the northeasterly corner of said Rodeway Inn tract, same being in the southerly right-of-way line of the St. Louis and Southwestern Railroad;

THENCE, North 86 degrees 20 minutes 00 seconds East, 520.14 feet along said southerly right-of-way line to a 1/2 inch iron rod, found;

THENCE, North 80 degrees 53 minutes 00 seconds East, 164.70 feet along said southerly right-of-way line to a 5/8 inch iron rod with cap stamped "Carter & Burgess", found, same being the northwesterly corner of a tract of land as described in deed to the City of Dallas as recorded on August 8, 1938, said County Records;

THENCE, South 00 degrees 43 minutes 00 seconds West, 838.24 feet to a 1/2 inch iron rod, found, the southwesterly corner of said City of Dallas tract, same being in the aforementioned northerly right-of-way line of Beltline Road;

THENCE, North 89 degrees 40 minutes 00 seconds West, 144.90 feet along said northerly right-of-way line to a 1/2 inch iron rod, found, same being the beginning of a curve concave to the northeast, whose radius is 2814.79 feet, and whose longchord bears North 87 degree 02 minutes 45 seconds West, 257.42 feet;

THENCE, Along said curve and said northerly right-of-way line in a northwesterly direction, through a central angle of 83 degrees 14 minutes 30 seconds, an arc length of 257.21 feet to a 1/2 inch iron rod, found;

THENCE, North 84 degrees 27 minutes 38 seconds West, 292.18 feet along said northerly right-of-way line to the POINT OF BEGINNING and containing 12.586 acres of land, more or less.

SAVE AND EXCEPT, HOWEVER, the three (3) tracts of land described in Schedules B, C and D hereto,

SCHEDULE B

Being a 1.751 acre tract of land situated in the Edward Cook Survey, Abstract No. 326 and the E. Fike Survey, Abstract No. 478, Dallas County, Texas; said 1.751 acre tract of land being a portion of that certain 12.586 acre tract of land as conveyed to Camden Financial Corporation as recorded in Volume 86170, Page 2523, and Volume 84189, Page 1651, Dallas County Deed Records; said 1.751 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod, found, the southwest corner of said 12.586 acre tract and the Southeast corner of that certain tract of land as described in deed to Kodaway Inn Corporation as recorded in Volume 81052, Page 775, said Deed Records; and being in the Northerly right-of-way line of Beltline Road, a 100 foot wide public right-of-way;

THENCE South 84 deg. 37 min. 38 sec. East 292.18 feet along said Northerly right-of-way line to the beginning of a non-tangent curve concave to the North whose radius is 2814.79 feet and whose longchord bears South 84 deg. 39 min. 37 sec. Et 23.12 feet;

THENCE Easterly, along said non-tangent curve, and along said Northerly right-of-way line, through a central angle of 00 deg. 28 min. 13 sec. an arc distance of 23.12 feet to the POINT OF BEGINNING of the tract herein described;

THENCE North 00 deg. 08 min. 59 sec. East 389.35 feet;

THENCE South 89 deg. 51 min. 01 sec. East 193.00 feet;

THENCE South 00 deg. 10 min. 53 sec. West 399.42 feet to a point in the aforesaid Northerly right-of-way line, the beginning of a non-tangent curve concave to the North whose radius is 2814.79 feet and whose longchord bears North 86 deg. 51 min. 38 sec. West 193.04 feet;

THENCE Westerly, along said non-tangent curve, and along said Northerly right-of-way line, through a central angle of 03 deg. 50 min. 48 sec. an arc distance of 193.08 feet to the POINT OF BEGINNING and containing 1.751 acres (76,286 sq. ft.) of land, more or less.

SCHEDULE C

Being a 3.339 acre tract of land situated in the Edward Cook Survey, Abstract No. 326 and the E. Fike Survey, Abstract No. 478, Dallas County, Texas, said 3.339 acre tract of land being a portion of that certain 12.586 acre tract of land as conveyed to Camden Financial Corporation as recorded in Volume 86170, Page 2523, and Volume 84189, Page 1651, Dallas County Deed Records, said 3.339 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod, found, the southwest corner of said 12.586 acre tract and the southeast corner of that certain tract of land as described in deed to Rodeway Inn Corporation as recorded in Volume 81052, page 775, said Deed Records, and being in the northerly right-of-way line of Beltline Road, a 100 foot wide public right-of-way;

THENCE N00°08'59"E 453.00 feet along the west line of said 12.586 acre tract and said Rodeway Inn tract;

THENCE S89°51'01"E 300.00 feet;

THENCE S00°08'59"W 92.34 feet;

THENCE S89°51'01"E 14.00 feet;

THENCE S00°08'59"W 389.35 feet to a point in the north right-of-way line of the aforesaid Beltline Road, the beginning of a non-tangent curve concave to the north whose radius is 2814.79 feet and whose longchord N84°39'37"W 23.12 feet;

THENCE westerly, along said non-tangent curve, and along said northerly right-of-way line, through a central angle of 00°28'14" an arc distance of 23.12 feet to a 1/2 inch iron rod, found, the end of said curve;

THENCE N84°37'38"W 292.18 feet continuing along said northerly right-of-way line to the POINT OF BEGINNING and continuing 3.339 acres (145,456 sq. ft.) of land, more or less.

SCHEDULE D

BEING a 1.727 acre tract of land situated in the Edward Cook Survey, Abstract No. 326 and the E. Fike Survey, Abstract No. 478, Dallas County, Texas, said 1.727 acre tract of land being a portion of that certain 12.586 acre tract of land as conveyed to Camden Financial Corporation as recorded in Volume 86170, Page 2523, and Volume 84189, Page 1651, Dallas County Deed Records, said 1.727 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod, found, the southeast corner of said 12.586 acre tract, same being the southwest corner of that certain tract of land as described in deed to the City of Dallas as recorded on August 8, 1958, said County Records, and being in the northerly right-of-way line of Belcline Road, a 100 foot wide public right-of-way;

THENCE N89°40'00"W 144.90 feet along said northerly right-of-way line to the beginning of a curve concave northerly whose radius is 2814.79 feet and whose longchord bears N89°14'46"W 41.31 feet;

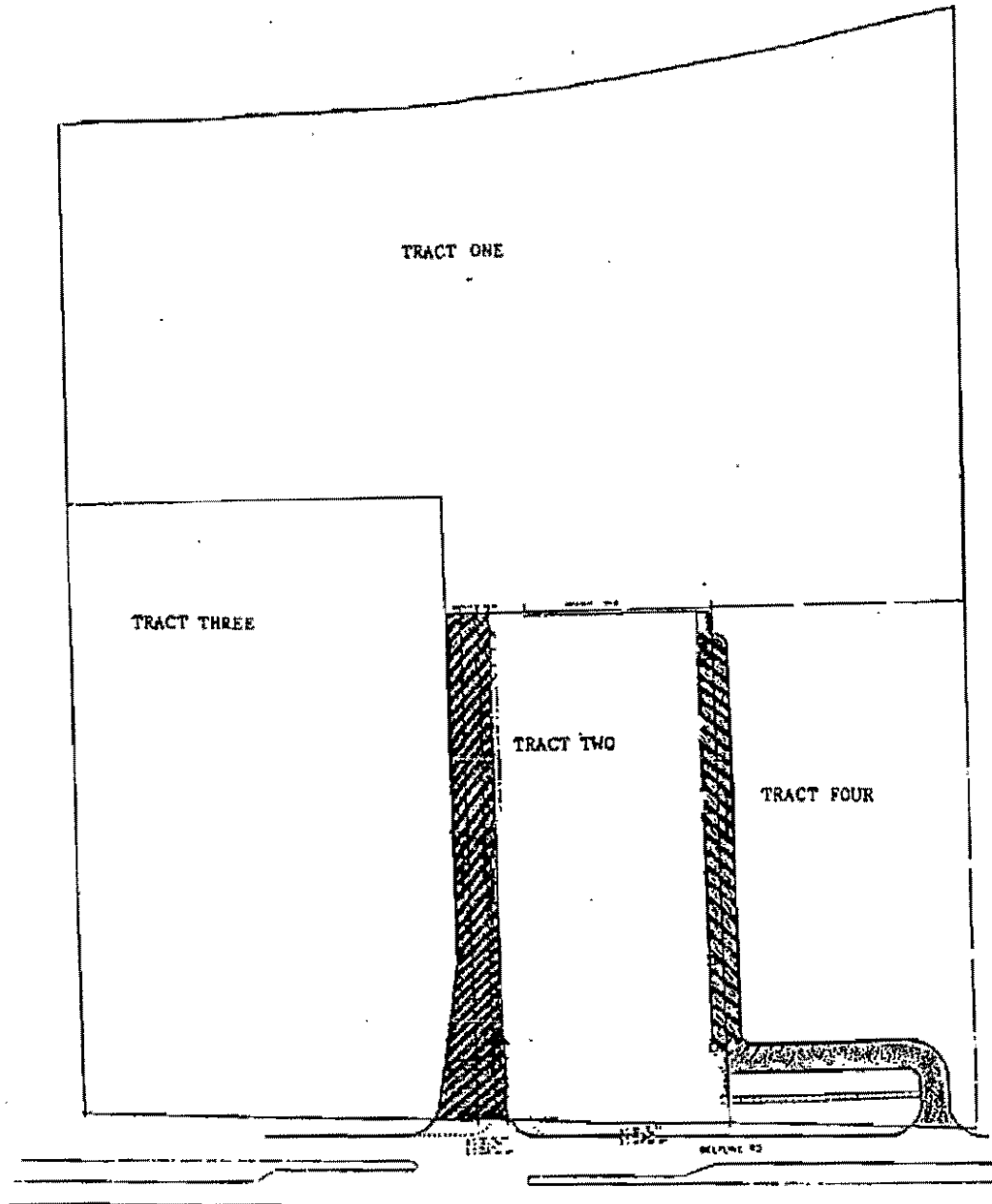
THENCE westerly along said curve, through a central angle of 00°50'27" an arc distance of 41.31 feet to the end of said curve;

THENCE N00°10'53"E 399.42 feet;

THENCE S89°51'01"E 189.94 feet;

THENCE S00°43'00"W 400.34 feet to the POINT OF BEGINNING and containing 1.727 acres (75,229.4 Sq. Ft.) of land, more or less.

SCHEDULE E



SCHEDULE F

Being a 0.346 acre tract of land situated in the Edward Cook Survey, Abstract No. 326 and the E. Fike Survey, Abstract No. 478, Dallas County, Texas, said 0.346 acre tract of land being a portion of that certain 12.586 acre tract of land as conveyed to Camden Financial Corporation as recorded in Volume 86170, Page 2523, and Volume 84189, Page 1651, Dallas County Deed Records, said 0.346 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod, found, the southwest corner of said 12.586 acre tract and the southeast corner of that certain tract of land as described in deed to Rodevay Inc Corporation as recorded in Volume 81052, page 775, said Deed Records, and being in the northerly right-of-way line of Beltline Road, a 100 foot wide public right-of-way;

THENCE S84°37'38"E 275.00 feet along said northerly right-of-way line to the POINT OF BEGINNING of the tract herein described;

THENCE N19°03'15"E 80.69 feet;

THENCE N00°08'59"E 309.36 feet;

THENCE S89°51'01"E 36.00 feet;

THENCE S00°08'59"W 391.17 feet to a point in the aforesaid northerly right-of-way line, the beginning of a non-tangent curve concave to the north whose radius is 2814.79 feet and whose longchord bears N84°53'06"W 45.20 feet;

THENCE westerly, along said non-tangent curve, and along said northerly right-of-way line, through a central angle of 00°55'12" an arc distance of 45.20 feet to a 1/2 inch rod, found, the end of said curve;

THENCE N84°37'38"W 17.18 feet to the POINT OF BEGINNING and containing 0.346 acres (15,057 sq. ft.) of land, more or less.

Case of Johnson
15358 (Mason, R.L.)
303
ADP # 75248

Petition to the Court

COUNTY CLERK, DALLAS COUNTY, TEXAS

E. J. RALPH



SEP 1 1988

For information of the Court, the following is a true and correct copy of the original and certified copy of the above captioned instrument as recorded in the public records of Dallas County, Texas, on the date and hour hereinafter stated, and the same is true and correct as the same appears from the original and certified copy of the same as recorded in the public records of Dallas County, Texas, on the date and hour hereinafter stated, and the same is true and correct as the same appears from the original and certified copy of the same as recorded in the public records of Dallas County, Texas, on the date and hour hereinafter stated.

03 SEP - 1 AM 9:34

E. J. RALPH

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