

APARAHU RD, PHASE II ROW ACQUISITION



UBS

Asset Management

Joel D. Halverson

Director
Asset Management

UBS Realty Investors LLC

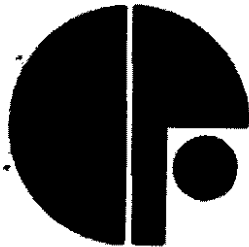
12001 North Central Expressway, Suite 650
Dallas, Texas 75243-3735
Tel. 972-458-3303, Fax 972-458-3305
joel.halverson@ubs.com

www.ubs.com

AETNA

PARCELS

18-1 & 18-2



carlos fernandez

carlos fernandez architects

899 presidential drive, suite 100
972/234-1764

richardson, texas 75081
fax 972/234-1783

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

September 4, 2002

Mr. Bill Shipp
Assistant to the City Manager/Economic Development
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Parcel 18, Arapaho Road Project

Dear Bill:

Enclosed for the Town's files is the title policy for Parcel 18, Arapaho Road Project. Also enclosed is an endorsement to the policy deleting the arbitration provision. 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
Enclosure

c(w/o Enclosures): Mr. Steve Chutchian
Mr. Kenneth Dippel, w/firm

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS

MetroBlade



Self File

ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

June 26, 2001

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

**RE: Parcels 17-1, 17-2 and 17-TE
Arapaho Road Project Phase II**

Dear Steve:

Enclosed for the City's files is a file-marked copy of the Right-of-Way Deed from Lincoln Trust Company to the Town of Addison transferring Parcels 17-1 and 17-2. Also enclosed is a file-marked copy of the Temporary Construction Easement for Parcel 17-TE. If you have any questions, please give me a call.

Sincerely,

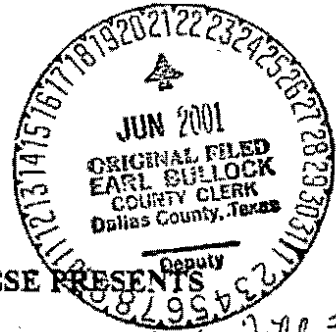
Angela K. Washington

AKW/yjr
Enclosures

Alleg. GF#
01-1032904-TRM

19.00

FILE STAMPED COPY



TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS

Deputy
Clerks File # 1498525

THAT LINCOLN TRUST COMPANY, acting for the benefit of Dr. Howard Miller, hereinafter called GRANTOR of the County of Dallas, State of Texas, 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 to pass over, along, under and across 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 17-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 7th day of June, 2001.

GRANTOR
LINCOLN TRUST COMPANY CUSTODIAN FBO
HOWARD B. MILLER
By: [Signature]
Print Name: Barry Cow
Print Title: Manager

Colorado
STATE OF ~~TEXAS~~ §
COUNTY OF ~~DALLAS~~ §
Arapahoe

BEFORE ME, the undersigned notary public in and for said county and state, on this 7th day of June, 2001, personally appeared Bartley, 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.

Sandra

MY COMMISSION EXPIRES:

[SEAL]

SANDRA ROYNON
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 9-17-2002

SM

EXHIBIT A

Parcel 17-TE
Field Note Description
Temporary Construction Easement
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0970 acre (4,224 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 7.728 acre tract of land conveyed to Lincoln Trust Company Custodian FBO: Dr. Howard Miller on February 2, 1996 and recorded in Volume 96035, Page 0384 of the Deed Records of Dallas County, Texas, also being out of Lot 3R, Block 1 of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records, said 0.0970 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod set in the common East line of said called 7.728 acre tract and West line of a called 5.65 acre tract of land conveyed to Dallas Power & Light Company on January 2, 1957, and recorded in Volume 4632, Page 398 of said Deed Records, said point being the common Northeast corner of said Lot 3R and Southeast corner of a called 0.7313 acre right of way dedication for Arapaho Road as shown of said plat of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park";

THENCE, SOUTH 00°06'18" EAST (called South 00°04'38" West), along the common East lines of said called 7.728 acre tract and said Lot 3R and West line of said called 5.65 acre tract, a distance of 47.77 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 Northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, SOUTH 00°06'18" EAST (called South 00°04'38" West), continuing along said common line, a distance of 24.21 feet to the Southeast corner of the herein described tract;

THENCE, NORTH 74°37'10" WEST, departing said common line, a distance of 173.78 feet to an angle point;

THENCE, NORTH 78°27'00" WEST, a distance of 109.31 feet to an angle point;

PARCEL 17-TE - ARAPAHO ROAD PROJECT

THENCE, NORTH 82°31'08" WEST, a distance of 45.04 feet to a point in a proposed cutback corner located at the Southeast intersection of said Arapaho Road with Commercial Drive (60 feet wide) as dedicated by Beltline-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated April 17, 1978 and recorded in Volume 78155, Page 0001 of said Deed Records;

THENCE, NORTH 50°47'40" EAST, along said proposed cutback corner, a distance of 13.52 feet to a point in a curve of the common North line of said Lot 3R and existing South right of way line of said Arapaho Road (84 feet wide);

THENCE, EASTERLY, departing said line and along the common North line of said Lot 3R and existing South right of way line of said Arapaho Road and along the arc of a non-tangent curve to the left, having a radius of 1042.00 feet, a central angle of 1°58'27", a chord bearing South 82°46'15 East for 35.90 feet, for an arc distance of 35.90 feet to a 5/8 inch iron rod set in the proposed South Right of Way line of Arapaho Road;

THENCE, SOUTH 78°27'00" EAST, along said proposed South right of way of Arapaho Road, a distance of 216.94 feet to a 5/8 inch iron rod set for the beginning of a curve to the left;

THENCE, SOUTHEASTERLY, continuing along said proposed South right of way line of Arapaho Road and along the arc of said curve to the left having a radius of 890.00 feet, a central angle of 3°57'30", a chord bearing South 80°25'45 East for 61.48 feet, for an arc distance of 61.49 feet to the **POINT OF BEGINNING,**

CONTAINING an area of 0.0970 acres or 4,224 square feet of land within the metes recited.

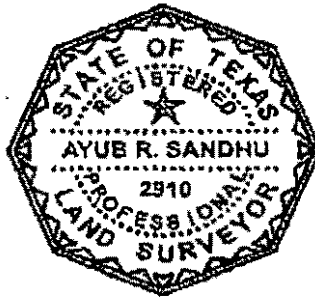
PARCEL 17-TE - ARAPAHO ROAD PROJECT

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



HR

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°04'18" E	S 00°04'38" W	47.77'	-
L2	S 50°47'40" W	-	27.48'	-
L3	N 00°04'18" W	N 00°04'38" E	20.68'	-

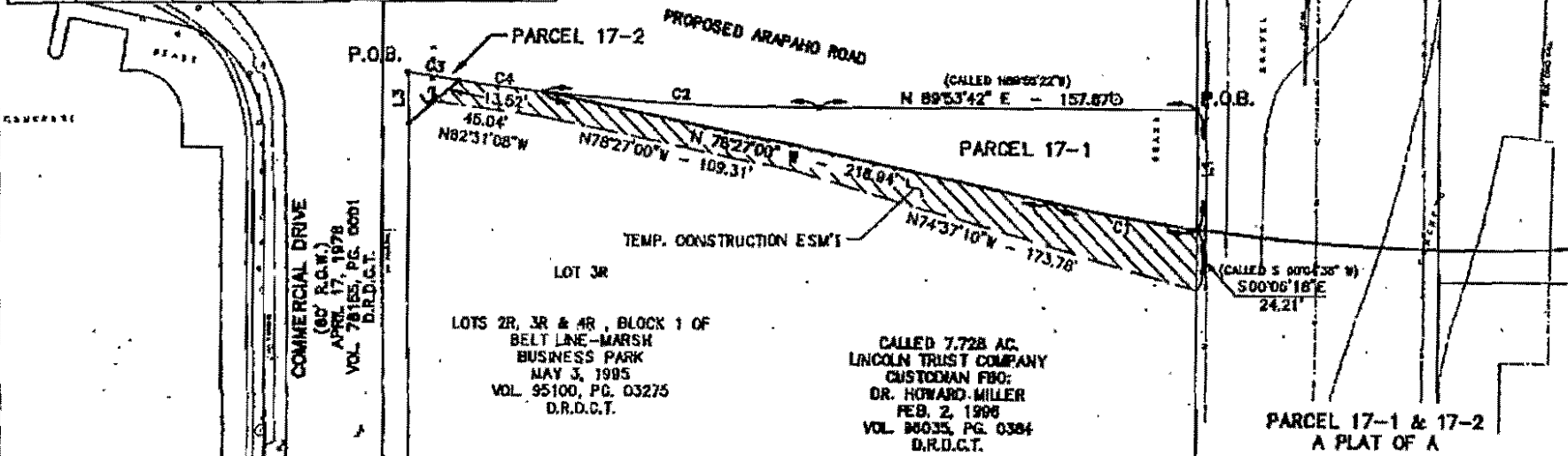
CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	357.30"	890.00'	81.46'	N 80°25'45" W - 81.48'
C2	820°50"	1042.00'	115.43'	S 88°55'53" E - 115.57'
C3	1°11'14"	1042.00'	21.56'	S 81°11'24" E - 21.88'
C4	1°58'27"	1042.00'	35.90'	S 82°48'15" E - 35.90'

EXHIBIT "B"

DAVID MYERS SURVEY
A-923

ARAPAHO ROAD
CALLED 0.7313
MAY 3, 1906
VOL. 95100, PG. 03275
D.R.D.C.T.

CALLED 1.55 AC.
DALLAS POWER &
LIGHT COMPANY
JANUARY 2, 1957
VOL. 4832, PG. 388
D.R.D.C.T.



LOTS 2R, 3R & 4R, BLOCK 1 OF
BELT LINE-MARSH
BUSINESS PARK
MAY 3, 1995
VOL. 95100, PG. 03275
D.R.D.C.T.

CALLED 7.728 AC.
LINCOLN TRUST COMPANY
CUSTODIAN FBO:
DR. HOWARD MILLER
FEB. 2, 1998
VOL. 96035, PG. 0384
D.R.D.C.T.

PARCEL 17-1 & 17-2
A PLAT OF A
0.1411 ACRE (6,147 SQ. FT.)
AND A
0.0050 ACRE (220 SQ. FT.)
TRACTS OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

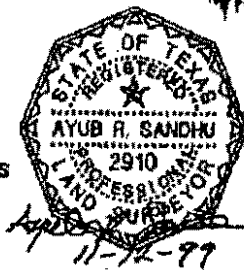
NOTES:

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 = 50 FT.

AM

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.

Lincoln Trust Company *Custodian fbo*
HOWARD B. MILLER
By: *[Signature]*
Print Name: Barry Coan
Print Title: Manager

Colorado
STATE OF ~~TEXAS~~ §
Arapahoe §
COUNTY OF ~~DALLAS~~ §

Before Me, the undersigned notary public in and for said county and state, on this 4th day of June, 2001, personally appeared Barry Coan, 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.

SANDRA ROYNON
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 9-17-2002
My Commission Expires:

[Signature]
Notary Public, State of Texas - *Colorado*
Print Name: _____

[SEAL]

EXHIBIT A-1

Parcel 17-1
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.1411 acre (6,147 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 7.728 acre tract of land conveyed to Lincoln Trust Company Custodian FBO: Dr. Howard Miller on February 2, 1996 and recorded in Volume 96035, Page 0384 of the Deed Records of Dallas County, Texas, also being out of Lot 3R, Block 1 of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records, said 0.1411 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod set in the common East line of said called 7.728 acre tract and West line of a called 5.65 acre tract of land conveyed to Dallas Power & Light Company on January 2, 1957, and recorded in Volume 4632, Page 398 of said Deed Records, said point being the common Northeast corner of said Lot 3R and Southeast corner of a called 0.7313 acre right of way dedication for Arapaho Road as shown of said plat of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park";

THENCE, SOUTH 00°06'18" EAST (called South 00°04'38" West), along the common East lines of said called 7.728 acre tract and said Lot 3R and West line of said called 5.65 acre tract, a distance of 47.77 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road;

THENCE, NORTHWESTERLY, departing said common line and along the proposed South right of way line of Arapaho Road and along the arc of a non-tangent curve to the right having a radius of 890.00 feet, a central angle of 3°57'30", a chord bearing North 80°25'45 West for 61.48 feet, for an arc distance of 61.49 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH 78°27'00" WEST, continuing along the proposed South right of way of Arapaho Road, a distance of 216.94 feet to a 5/8 inch iron rod set in a curve of the common North line of said Lot 3R and existing South right of way line of said Arapaho Road (84 feet wide);

PARCEL 17-1 - ARAPAHO ROAD PROJECT

THENCE, EASTERLY, departing said line and along the common North line of said Lot 3R and existing South right of way line of said Arapaho Road and along the arc of a non-tangent curve to the left, having a radius of 1042.00 feet, a central angle of $6^{\circ}20'50''$, a chord bearing South $86^{\circ}55'53''$ East for 115.37 feet, for an arc distance of 115.43 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH $89^{\circ}53'42''$ EAST (called North $89^{\circ}55'22''$ West), continuing along said common line, a distance of 157.87 feet to the POINT OF BEGINNING;

CONTAINING an area of 0.1411 acres or 6,147 square feet of land within the metes recited.

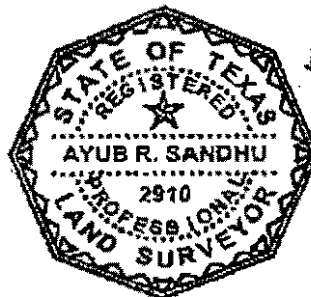
An additional 24 foot parallel to and South of the proposed South Right of Way line of Arapaho Road will be required as a temporary construction easement and will expire upon completion of the construction project.

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



Am

EXHIBIT A-2

Parcel 17-2
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0050 acre (220 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 7.728 acre tract of land conveyed to Lincoln Trust Company Custodian FBO: Dr. Howard Miller on February 2, 1996 and recorded in Volume 96035, Page 0384 of the Deed Records of Dallas County, Texas, also being out of Lot 3R, Block 1 of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records, said 0.0050 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set in the common West line of said called 7.728 acre tract and East right of way line of Commercial Drive as dedicated by Beltline-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated April 17, 1978 and recorded in Volume 78155, Page 0001 of said Deed Records, said point being the common Northwest corner of said Lot 3R and most Southerly Southwest corner of a called 0.7313 acre right of way dedication for Arapaho Road as shown on said plat of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park";

THENCE, **EASTERLY**, along the common North line of said Lot 3R and existing South right of way line of said Arapaho Road (84 feet wide) and along the arc of a non-tangent curve to the left having a radius of 1042.00 feet, a central angle of 1°11'14", a chord bearing South 81°11'24" East for 21.59 feet, for an arc distance of 21.59 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

THENCE, **SOUTH 50°47'40" WEST**, departing said common line and along the proposed South right of way line of Arapaho Road, a distance of 27.48 feet to a 5/8 inch iron rod set in the common West lines of said called 7.728 acre tract and said Lot 3R, and East right of way line of said Commercial Drive (60 feet wide);

PARCEL 17-2 - ARAPAHO ROAD PROJECT

THENCE, NORTH 00°06'18 WEST (Called North 00°04'38" East), departing said line and along the common West lines of said called 7.728 acre tract and said Lot 3R and East right of way line of said Commercial Drive, a distance of 20.68 feet to the POINT OF BEGINNING;

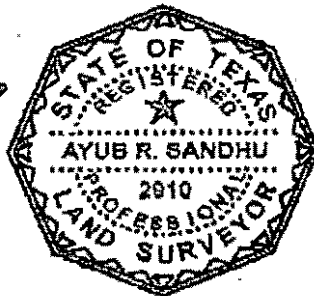
CONTAINING an area of 0.0050 acres or 220 square feet of land within the metes recited.

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



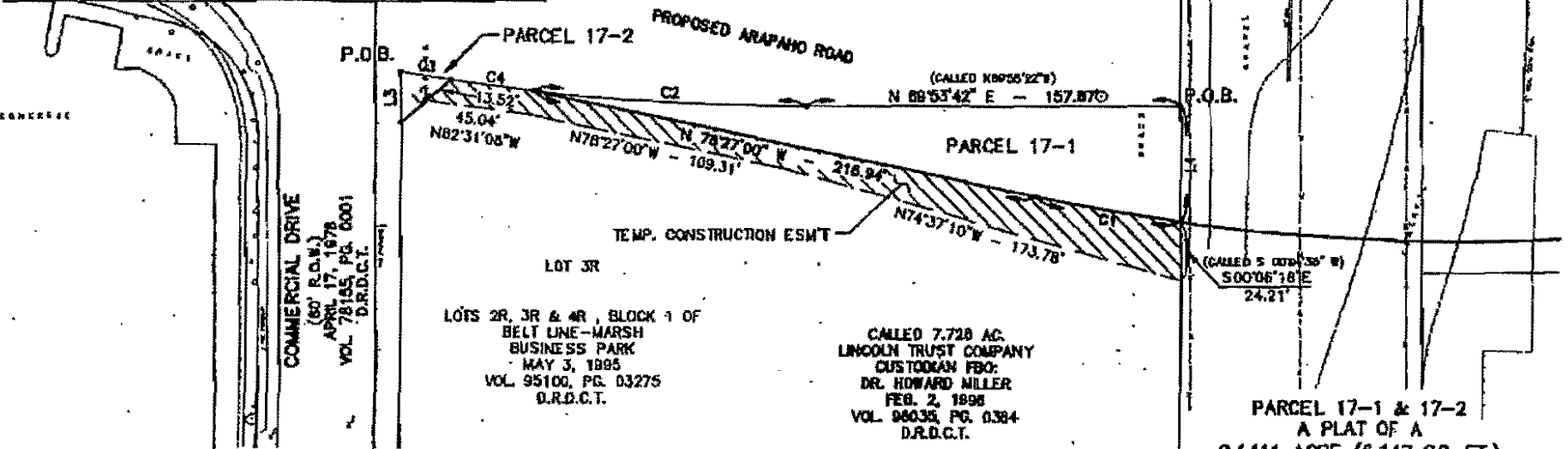
Am

LINE TABLE				
LINE	BEARING	CALLED	DIST.	CALLED
L1	S 00°08'18" E	S 00°04'38" W	47.77'	-
L2	S 50°47'40" W	-	27.48'	-
L3	N 00°08'18" W	N 00°04'38" E	20.68'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	55°30'	890.00'	81.48'	N 80°25'45" W - 81.48'
C2	6°20'50"	1042.00'	115.43'	S 88°55'53" E - 115.37'
C3	1°11'14"	1042.00'	21.58'	S 81°11'24" E - 21.58'
C4	1°58'27"	1042.00'	35.90'	S 82°46'15" E - 35.90'

EXHIBIT "B"

DAVID MYERS SURVEY
A-923



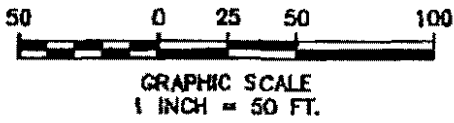
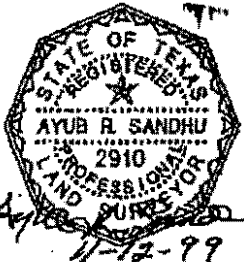
NOTES:

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 88°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



ATTN KENDRICK CARLYN
500 N. AKARD #3300
DALLAS TX 75002

LINCOLN PROPERTY

19

PC01136358 ACE

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

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

1550834

Deed 10/02/01 2873606 \$19.00

RIGHT-OF-WAY DEED

DATE: 8-16-, 2001

GRANTOR: AMB PROPERTY II, L.P.
 c/o Lincoln Property Company
 500 N. Akard Street, Suite 3300
 Dallas, Texas 75201

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

CONSIDERATION:

TWENTY-ONE THOUSAND THREE HUNDRED TEN DOLLARS AND 00/100 (\$21,310.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

See Exhibit A (Field Note Description for Parcel 20) and Exhibit B (Survey Depiction), both attached hereto and incorporated herein by reference.

RESERVATIONS AND EXCEPTIONS:

This conveyance is given and accepted subject to any and all validly existing restrictions, reservations, covenants, conditions, rights of way, and easements affecting the Property, if any, and filed of record in the county and state where the Property is located, and subject to any municipal and other governmental zoning laws, regulations and ordinances affecting the Property. Except as otherwise expressly provided herein, Grantee, by its acceptance of this Right-of-Way Deed accepts the physical conditions of the Property "AS IS, WHERE IS, WITH ALL FAULTS" and in its present state or condition, without representation by Grantor or any of Grantor's representatives as to any matter not expressly mentioned herein.

CONVEYANCE:

Grantor, a limited partnership organized and existing under the laws of the State of Delaware, for the consideration described above grants, sells, and conveys to Grantee, a municipality authorized under the laws of the State of Texas, 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. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations (set forth above) from and Exceptions (set forth above) to such conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

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.

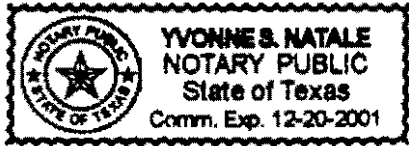
AMB Property II, L.P.

By AMB Property Holding Corporation
General Partner

By: *Douglas McGreg*
Print Name: Douglas McGreg
Print Title: U.P.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, this instrument was acknowledged on this 16th day of AUGUST, 2001, by DOUGLAS H. GREGOR, the VICE PRESIDENT of AMB Property Holding Corporation, general partner on behalf of AMB Property II, L.P., a limited partnership, who 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.



Yvonne S. Natale
Notary Public in and for the State of Texas
Print Name: YVONNE S. NATALE

My Commission Expires:

12/20/2001

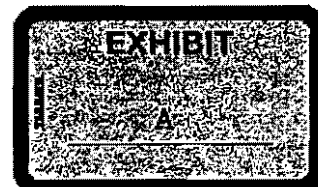
Parcel 20
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0978 acre (4,262 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 5.4319 acre tract of land conveyed to AMB Property II, L.P., by the deed dated July 31, 1998 and recorded in Volume 98157, Page 05195 of the Deed Records of Dallas County, Texas, said called 5.4319 acre tract being all of "Lot 1, Block 1, Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated January 10, 1983 and recorded in Volume 83042, Page 0425 of said Deed Records, said 0.0978 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum disk found at the common Southeast corner of said called 5.4319 acre tract, Southwest corner of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records, and Southwest corner of a tract of land dedicated for Right of Way of Realty Road by said plat of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", said point being in the North Right of Way line of Realty Road (60 feet wide) as dedicated by the plat of Belt Line-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated April 17, 1978 and recorded in Volume 78155, Page 0001 of said Deed Records;

THENCE, NORTH 77°58'55" WEST, (Called NORTH 77°47'59" WEST), along the common South line of said called 5.4319 acre tract and North Right of Way line of said Realty Road, a distance of 434.16 feet to a 5/8 inch iron rod set in the proposed North Right of Way line of Arapaho Road;

THENCE, SOUTH 82°22'10" EAST, departing said line and along the proposed North Right of Way line of Arapaho Road, a distance of 140.43 feet to a "PK" Nail set in saw joint for an angle point;



PARCEL 20 - ARAPAHO ROAD PROJECT

THENCE, SOUTH 78°26'42" EAST, continuing along the proposed North Right of Way line of Arapaho Road, a distance of 294.16 feet to a RR Spike set in rock for the common East line of said called 5.4319 acre tract, West line of Lot 4R of said "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", and West line of that called 12.463 acre tract of land conveyed to Aetna Life Insurance Company by the deed dated December 21, 1982 and recorded in Volume 82250, Page 285 of said Deed Records;

THENCE, SOUTH 12°01'05" WEST, (Called SOUTH 12°12'01" WEST), departing said proposed North Right of Way line of Arapaho Road, along said common line, passing at a distance of 1.12 feet the common Southwest corners of said Lot 4R and said called 12.463 acre tract and Northwest corner of said Right of Way dedication, continuing along the common East line of said called 5.4319 acre tract and West lines of said Right of Way dedication and said "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", for a total distance of 13.12 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.0978 acres or 4,262 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 3-22-00
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

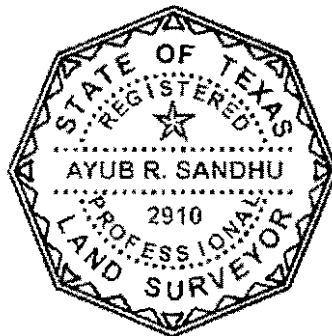
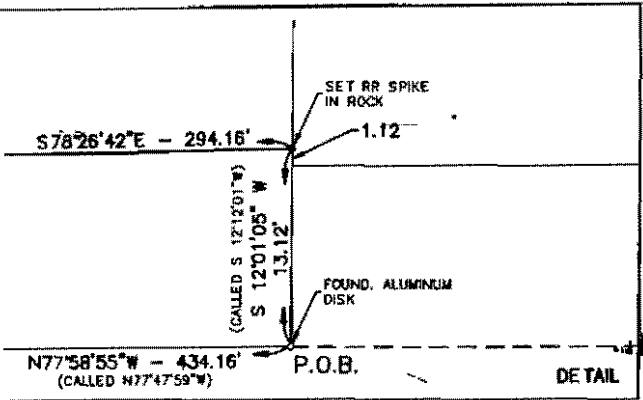


EXHIBIT "B"

DAVID MYERS SURVEY
A-923



LOT 1, BLOCK 1
BELT LINE - MARSH BUSINESS PARK
JAN. 10, 1983
VOL. 83042, PG. 0425
D.R.D.C.T.

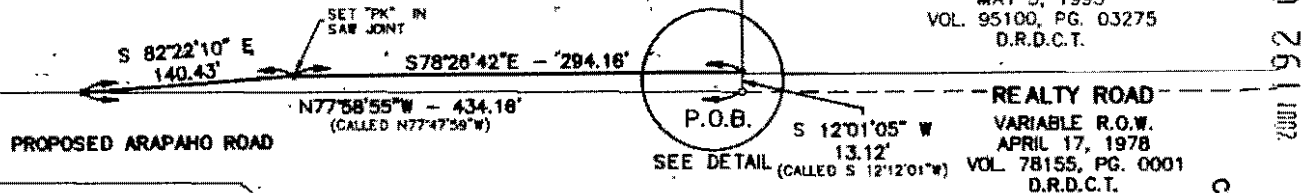
AMB PROPERTY II, L.P.
CALLED 5.4319 ACRES
JULY 31, 1998
VOL. 98157, PG. 05195
D.R.D.C.T.

AETNA LIFE INSURANCE COMPANY
CALLED 12.483 ACRES
DECEMBER 21, 1982-
VOL. 82250, PG. 285
D.R.D.C.T.

LOT 4R
BLOCK 1

LOTS 2R, 3R & 4R, BLOCK 1 OF
BELT LINE - MARSH BUSINESS PARK
MAY 3, 1995
VOL. 95100, PG. 03275
D.R.D.C.T.

CALLED 3.876 AC.
A. LEE PFLUGER CHILDREN'S TRUST
VOL. 95134, PG. 2868
D.R.D.C.T.



PROPOSED ARAPAHO ROAD

P.O.B.
SEE DETAIL

REALTY ROAD
VARIABLE R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.

BUSINESS AVE.

COMMERCIAL DR.

PARCEL 20
A PLAT OF A
0.0978 ACRE (4,262 SQ. FT.)
TRACT OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

NOTES:

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
- PROPOSED RIGHT OF WAY LINE



GRAPHIC SCALE
1 INCH = 100 FT.

2001 192 04750

01 OCT -2 AM 9:06

ELLOCK
COUNTY CLERK
DALLAS COUNTY

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

STATE OF TEXAS COUNTY OF DALLAS
I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hereon by me.

OCT 2 2001



Earl Bullock
COUNTY CLERK, Dallas County, Texas

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

November 2, 2001

Mr. Bill Shipp
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Arapaho Road Project — Parcel 20 and Driveway Exhibits G and H

Dear Bill:

Enclosed for the city's records are the file-marked original temporary construction easement and the file-marked original right-of-way deed, which we received yesterday, for property owned by AMB Property II, L.P., in connection with the Arapaho Road Project. These documents are in connection with Parcel 20 and Driveway Exhibits G and H.

Please give me a call if you have any questions.

Very truly yours,

Angela K. Washington

AKW:tlp
Enclosure

xc: ✓ Steve Chutchian (w/enclosure)
Ken Dippel (w/out enclosure)

PC01136358 ACE

AFTER RECORDING RETURN TO:
Angela K. Washington
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, Texas 75202

TEMPORARY CONSTRUCTION EASEMENT

1550835

STATE OF TEXAS

§

10/02/01

2873607

\$17.00

Deed

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

§

§

THAT AMB PROPERTY II, L.P., a limited partnership, organized and existing under the laws of the State of Delaware, 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, Texas, a municipality authorized under the laws of the State of Texas, hereinafter called GRANTEE, a temporary non-exclusive easement and right to pass over, along, under and across portions of GRANTOR'S property (the "Easement") as shown and depicted on Arapaho Road Driveway Exhibit G, attached hereto and incorporated herein ("Easement Area 1") and Arapaho Road Driveway Exhibit H, attached hereto and incorporated herein ("Easement Area 2") (both Easement Area 1 and Easement Area 2 shall sometimes be collectively referred to herein as the "Easement Area"), for the purpose of constructing a public roadway to be known as Arapaho Road (the "Roadway").

This Easement shall only be used by GRANTEE and its contractors in connection with the construction of the Roadway adjacent to the Easement Area at Grantee's sole cost and expense. GRANTEE shall restore the Easement Area to the condition that existed before the construction of the roadway.

This Easement shall terminate 24 months from the date the Notice to Proceed with construction under the construction contract for the Roadway adjacent to the easement Area is issued by the applicable governmental authority, or upon the expiration of 30 months following the date of execution of this Temporary Construction Easement, whichever is earlier. The termination of the Easement granted hereunder shall in no way relieve Grantee of its obligation to restore the Easement Area to its former condition, as provided above in the immediately preceding paragraph.

As the Easement Area covers all access points into the remainder of Grantor's property ("Grantor's Property"), Grantee's access to and use of the Easement Area for the purposes expressly provided hereunder shall be undertaken by Grantee in a reasonable manner and shall not be used in a manner that will at any time prohibit or substantially interfere with all access to and from Grantor's Property by Grantor or any occupants thereof (including the employees, agents, contractors, customers and invitees of same), but must at all times allow for reasonable access to and from Grantor's Property by all such parties. All work performed by Grantee on the Easement Area shall be effected as expeditiously as possible, and Grantee shall not permit any liens to stand against the Easement Area for any work done or materials furnished in connection with the performance of the work described herein.

Grantee shall indemnify, defend and hold harmless Grantor from and against any and all liability, claims, damages, expenses, (including reasonable attorney's fees and reasonable

attorneys' fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action to the extent that any alleged injury or damage is alleged to have been caused by any negligent act of Grantee in connection with (i) use of the Easement Area by Grantee, its contractors, employees, agents, successors, or assigns or (ii) the performance by Grantee, its contractors, employees, or agents of work for which this Easement is granted; provided however, that such indemnity is provided by Grantee without waiving any immunity that it may be entitled to, and further, such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort Claims Act. In providing this indemnity, Grantee is not waiving any defense afforded by Federal or Texas law, and this indemnity is solely for the benefit of Grantor and not intended to create or grant any rights, contractual or otherwise to any other person or entity.

The Easement granted herein is not intended and shall not be construed as a gift or dedication to or for the benefit of the general public or for any public use or purpose whatsoever.

It is expressly understood and agreed that the Easement granted hereunder is and shall be non-exclusive, and Grantor does hereby reserve for itself and the occupants of Grantor's Property (as well as the employees, agents, contractors, customers and invitees of same) (i) the right to use and enjoy the surface of the Easement Area for access to and from Grantor's Property so long as same does not materially and adversely interfere with the use of the Easement Area by Grantee and (ii) the right to grant such other easements as Grantor deems desirable on the surface or subsurface of the Easement Area, provided that such other easements shall not materially and adversely interfere with Grantee's use of the Easement Area.

TO HAVE AND TO HOLD unto the Grantee as aforesaid, for the purposes and on the conditions set forth hereinabove, the Easement and Easement Area described above.

EXECUTED this 16th day of August, 2001.

GRANTOR
AMB PROPERTY II, L.P.

By AMB Property Holding Corporation
General Partner

By: *Douglas P. McGee*
Print Name: Douglas P. McGee
Print Title: J.P.

STATE OF TEXAS
COUNTY OF DALLAS

§
§

BEFORE ME, the undersigned notary public in and for said county and state, on this 16TH day of AUGUST, 2001, personally appeared DOUGLAS P. Mc GREGOR, the VICE PRESIDENT of AMB Property Holding Corporation, general partner on behalf of AMB Property II, L.P., a limited partnership, 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.

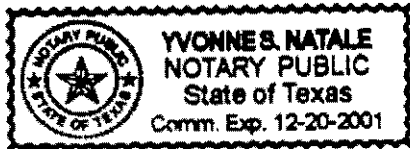
GIVEN UNDER my hand and seal of office the day and year last above written.

Yvonne S. Natale

MY COMMISSION EXPIRES:

12/20/2001

[SEAL]



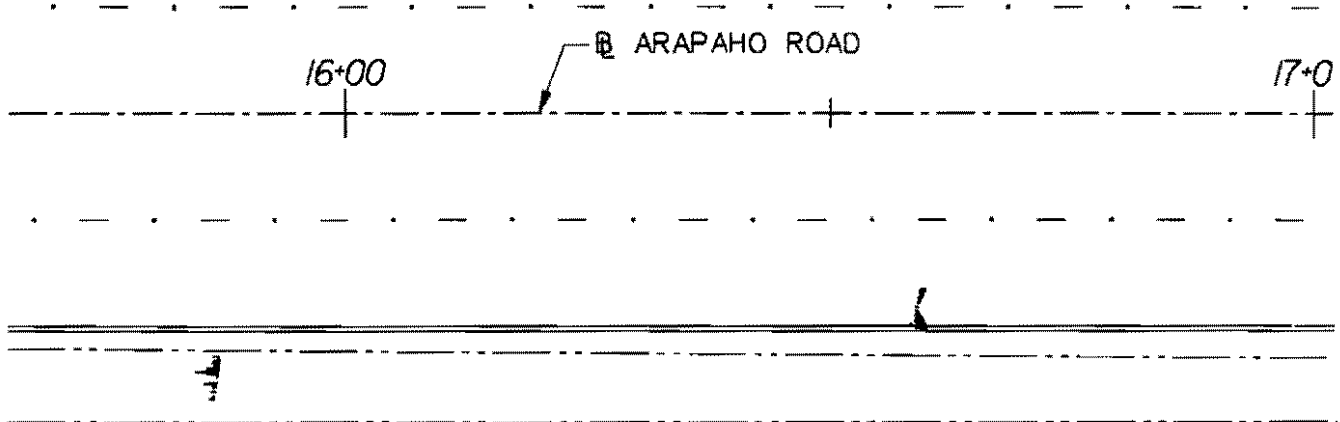
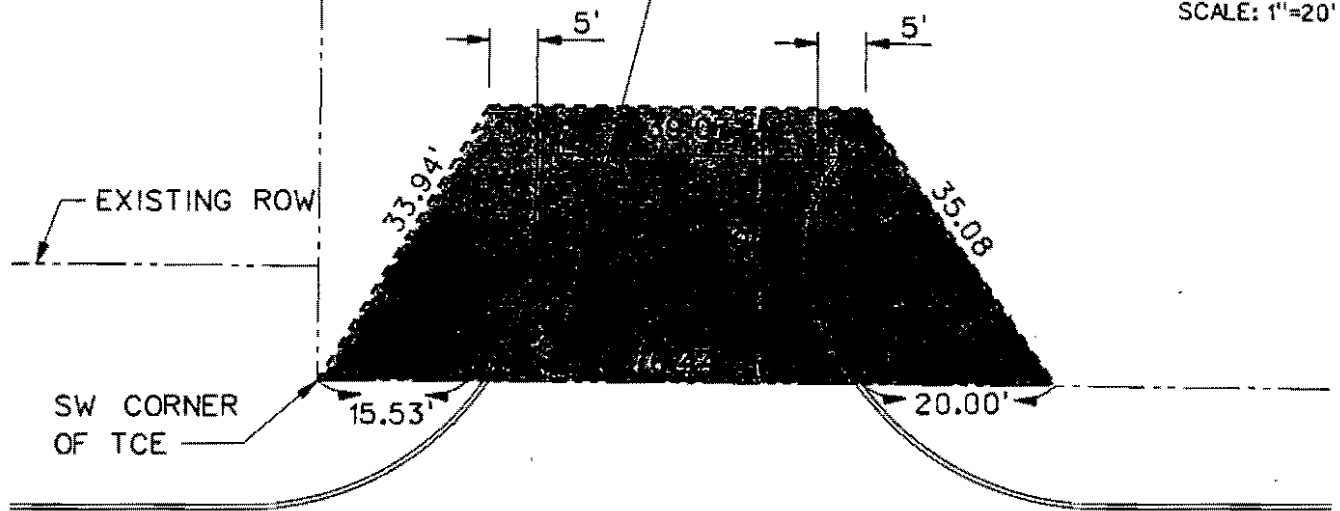
A. LEE PFLUGER
CHILDREN'S TRUST

AMB PROPERTIES II, L.P.



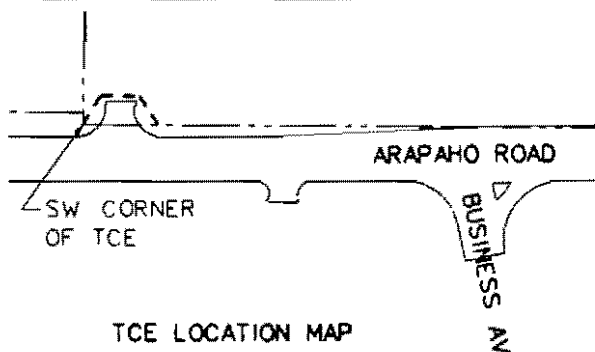
SCALE: 1"=20'

DRIVEWAY EASEMENT AREA
= 1675 SF = 0.0385 AC.



PROPOSED ROW

AETNA REALTY INVESTORS INC.



THE SW CORNER OF THE TEMPORARY
CONSTRUCTION EASEMENT IS LOCATED
AT THE SW CORNER OF THE AMB
PROPERTIES II, L.P. PROPERTY.

ARAPAHO ROAD
DRIVEWAY EXHIBIT G

2001 192 04754

G:\25768\1\pse\Exhibits\arwl.dgn

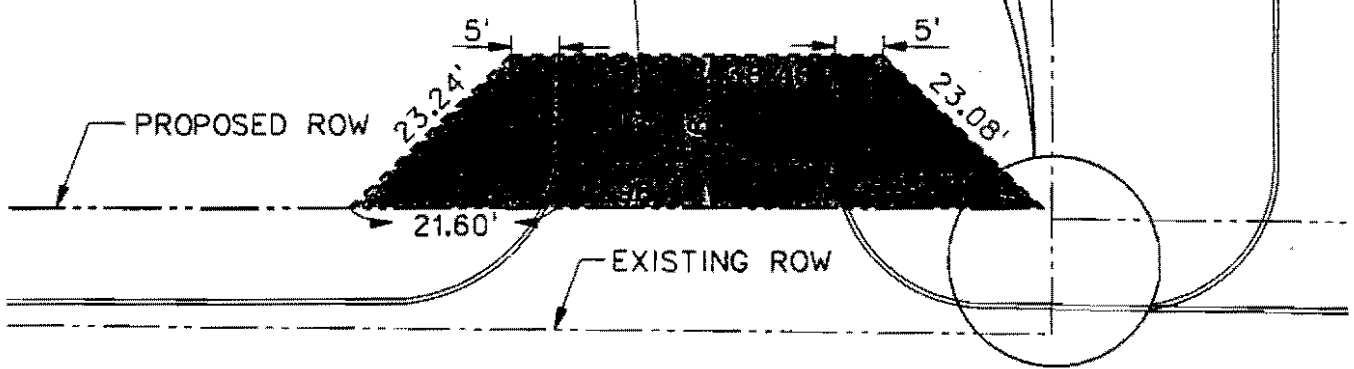
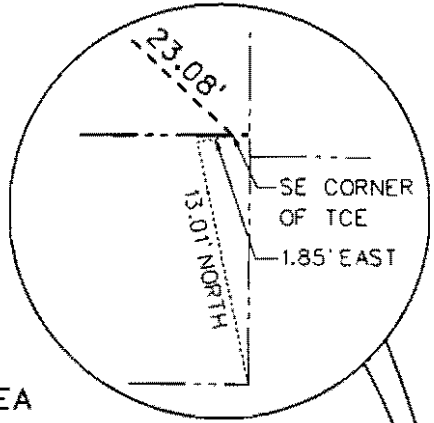
AMB PROPERTIES II, L.P.



SCALE: 1"=20'

DRIVEWAY EASEMENT AREA
= 883 SF = 0.0203 AC.

LINCOLN TRUST
COMPANY
CUSTODIAN

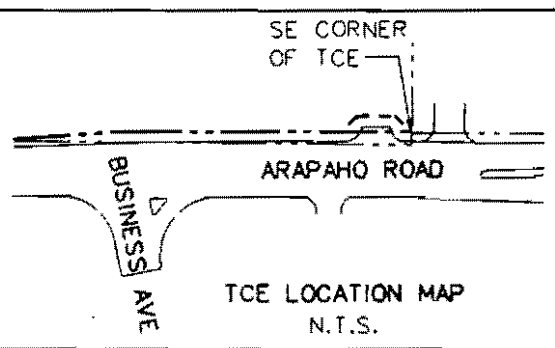


22+00

ARAPAHO ROAD

23+00

TRIANGLE BOWL ASSOCIATES



THE SW CORNER OF THE TEMPORARY
CONSTRUCTION EASEMENT IS LOCATED
13.01' NORTH AND 1.85' EAST OF THE SE
CORNER OF THE AMB PROPERTIES II, L.P.
PROPERTY.

ARAPAHO ROAD
DRIVEWAY EXHIBIT H

2001192 04755

g:\25768\HI\pse\Exhibits\arw2.dgn

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

RIGHT-OF-WAY DEED

Reviewed
11/29/01
A.K.

DATE: _____, 2001

GRANTOR: AETNA LIFE INSURANCE COMPANY
c/o UBS Realty Investors, L.L.C.
242 Trumbull Street
Hartford, Connecticut 06103-1212

GRANTEE: Town of Addison, Texas
5300 Belt Line Road
Addison, TX 75001
(Dallas County, Texas)

CONSIDERATION:

FORTY-THREE THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS AND 00/100 (\$43,395.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Two tracts of land, herein referred to as Parcels 18-1 and 18-2, together containing approximately 7,679 square feet of land, and more particularly described in Exhibit A-1 (Parcel 18-1 Field Note Description) and Exhibit A-2 (Parcel 18-2 Field Note Description), and depicted on Exhibit B-1 (Parcel 18-1 Survey Depiction) and Exhibit B-2 (Parcel 18-2 Survey Depiction), all of which are attached hereto and incorporated herein by reference.

CONVEYANCE:

Grantor, for the consideration described above 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, subject to the Permitted Exceptions (as defined herein). 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, by, through, or under Grantor, but not otherwise.

The Property is being sold by Grantor to Grantee subject to the Permitted Exceptions, and Grantee hereby accepts title to the Property subject to all of the Permitted Exceptions. The following shall constitute the "Permitted Exceptions": (i) all matters of public record, (ii) all matters that would be revealed by a physical inspection or survey of the Property, (iii) all matters common to any plat of subdivision in which the Property is located, and (iv) any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or protrusions or any overlapping of improvements. The parties hereto agree and acknowledge that the Property shall be conveyed and accepted "AS IS" without representation or warranty, and that Grantor has not made and does not make hereby any representations or warranties, express or implied (other than the warranty of title contained herein) relating to any aspect of the Property, and Grantor hereby disclaims and renounces any such representation or warranty. The parties hereto agree and acknowledge that Grantee has conducted such investigations, studies and examinations of the matters deemed by Grantee to be necessary to determine whether the Property, including, but expressly not limited to environmental conditions and all other matters, is acceptable to Grantee.

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.

AETNA LIFE INSURANCE COMPANY

By: _____
Print Name: _____
Print Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, 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.

Notary Public, State of Texas
Print Name: _____

My Commission Expires:

[SEAL]

PB **PACIFIC BUILDERS**
I N C O R P O R A T E D

KEVIN T. McMAHAN
EXECUTIVE VICE PRESIDENT

3360 Wiley Post Road, Suite 100
Carrollton, Texas 75006

PHONE 972 866 8080
FAX 972 866 9090
MOBILE 214 803 0655
EMAIL kmcmahan@pacificbuildersinc.com
www.pacificbuildersinc.com

COWLES & THOMPSON
A Professional Corporation
ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: September 25, 2001 Time: _____

Total Number of Pages (including this sheet): 12

Normal/Rush: Normal Client/Matter #: 3195/25211

TO: (1) Steve Chutchian FAX: (972) 450-2837

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

MESSAGE: **Steve: Per our discussion this morning, here is the fax I received from Racetrac yesterday.**

**IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,
PLEASE CALL OUR SERVICE CENTER
AT (214) 672-2508
or Yolanda Rodríguez 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 or the employee, or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at our telephone number (214) 672-2000. We will be happy to arrange for the return of this message to us, via the United States Postal Service, at no cost to you.

09/24/01 MON 17:07 FAX 7704332269

001

FAX TRANSMISSION
RACETRAC PETROLEUM, INC.
 300 Technology Court
 Smyrna, Georgia 30082
 Phone # (770) 431-7600

To: Angela Washington **Date:** September 24, 2001
Fax #: 214-672-2344 **Page(s):** 11 (Including cover)
From: Debbie Brown
 Extension 1232
 Fax No. 770-434-0191
Subject: Racetrac Petroleum, Inc./Bellline and Marsh, Addison, Texas

COMMENTS:

Attached is a copy of the recorded Spacial Warranty Deed for the above-referenced site. Please let me know if you need any further information.

IMPORTANT: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under the applicable law. If the reader of the message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, would you kindly notify us immediately by telephone, and return the original message to us at the above address via the United States Postal Service. Thank you.

When recorded, return to:

Mesquite Creek Development, Inc.
ATTN: General Counsel
300 Technology Court
Smyrna, Georgia 30082

1208767

11/27/06
Dead

E409209

127.00

**SPECIAL WARRANTY DEED
(BELTLINE/MARSH)**

THE STATE OF TEXAS

COUNTY OF DALLAS

§ 51.003

KNOW ALL MEN BY THESE PRESENTS:

THAT A. LEE PFLUCER CHILDREN'S TRUST (hereinafter referred to as "Grantor"), a Trust created under the Will of Carl R. Pfluger, whose mailing address is 2133 Office Park Drive, San Angelo, Texas 76904, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by the Grantee herein named, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto MESQUITE CREEK DEVELOPMENT, INC., a Georgia corporation (referred to herein as the "Grantee"), whose mailing address is 300 Technology Court, Smyrna, Georgia 30082, all that certain real property and improvements located thereon, situated in the County of Dallas, Texas, and being more particularly described on EXHIBIT "A" attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Property").

THIS CONVEYANCE IS MADE SUBJECT TO those matters set forth on EXHIBIT "B" attached hereto and made a part hereof for all purposes (herein collectively referred to as the "Permitted Exceptions"), but it being expressly agreed that Grantee has not assumed or become liable for any indebtedness set forth on EXHIBIT "B".

TO HAVE AND TO HOLD the Property free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens of whatsoever nature, except the Permitted Exceptions, together with all and singular the rights and appurtenances thereto and in any wise belonging unto the said Grantor, his heirs, legal representatives, successors and assigns, forever; and Grantor does hereby bind himself, his heirs, legal representatives, successors and assigns, to Warrant and Forever Defend all and singular the Property unto the said Grantee, its heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

For the same consideration, Grantor hereby GRANTS, BARGAINS, SELLS and CONVEYS, without warranty express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting properties; (ii) any land lying in or under the bed of any street, alley, road, or right-of-way, opened or proposed, abutting or adjacent to the Property; and (iii) any and all easements, rights, privileges, tenements, hereditaments and appurtenances thereunto now or hereafter belonging or appertaining to the Property.

By acceptance of this Special Warranty Deed, Purchaser acknowledges that the natural drainage from the Property is onto Grantor's adjoining property ("Grantor's Property") more specifically described on EXHIBIT "C" attached hereto and incorporated herein, and Grantee, at

08/24/01 MON 17:08 FAX 7704332289

003

Grantee's sole cost and expense, covenants and agrees to capture and dispose of the water from the Property which would otherwise drain onto Grantor's Property upon Grantee's development of the Property.

By acceptance of this Special Warranty Deed, Grantee covenants and agrees that the initial use of the Property by Grantee, Metropolitan Foods, Inc. or any affiliate of MC or Metropolitan Foods, Inc. (hereinafter collectively referred to as "MC") is hereby restricted, such that if and when MC develops the Property, the Property may only be used to construct and operate a Racetrac gasoline service station ("Racetrac Facility") consistent as to design, color, size and function with those plans and specifications (the "Plans") prepared by Baird, Hampton and Brown, Inc., pursuant to BHB Project No. 2000.015.000, and being more specifically identified on EXHIBIT "D" attached hereto and incorporated herein. A copy of the Plans may be obtained from the offices of Mesquite Creek Development, Inc. at 300 Technology Court, Smyrna, Georgia 30082. MC will not occupy or use the Property or any portion thereof for any other purpose without the Grantor's written consent, provided, however, that such restriction shall not apply to any successors in title to MC.

By acceptance of this Special Warranty Deed, MC covenants and agrees that if and when MC develops the Property, at MC's sole cost and expense, MC shall: (i) cause to be constructed and maintained a combination of landscaping and fencing along the eastern boundary of the Property separating the Property from Grantor's Property; and (ii) shall also cause to be screened the back or east side of the building to be constructed by MC on the Property, such landscaping, fencing and screening to be in accordance with the Plans. The provision set forth in the immediately preceding sentence shall constitute a covenant running with the Property.


Grantee, by its acceptance hereof, does hereby assume and agree to pay the ad valorem taxes applicable to the Property for calendar year 2000 and subsequent years.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of the 15th day of November, 2000.

GRANTOR:

A. LEE PFLUGER CHILDREN'S TRUST,
a Trust created under the Will of
Carl R. Pfluger

By:


Addison Lee Pfluger, Trustee

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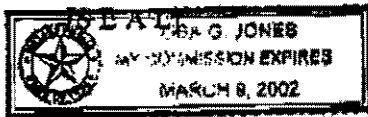
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STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Addison Lee Pfluger, in his capacity as Trustee of the A. LEE PFLUGER CHILDREN'S TRUST, a Trust created under the Will of Carl R. Pfluger, 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 and in the capacity therein stated, on behalf of said Trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of November 2000.



My Commission Expires:

Lisa G. Jones

Notary Public in and for the State of Texas

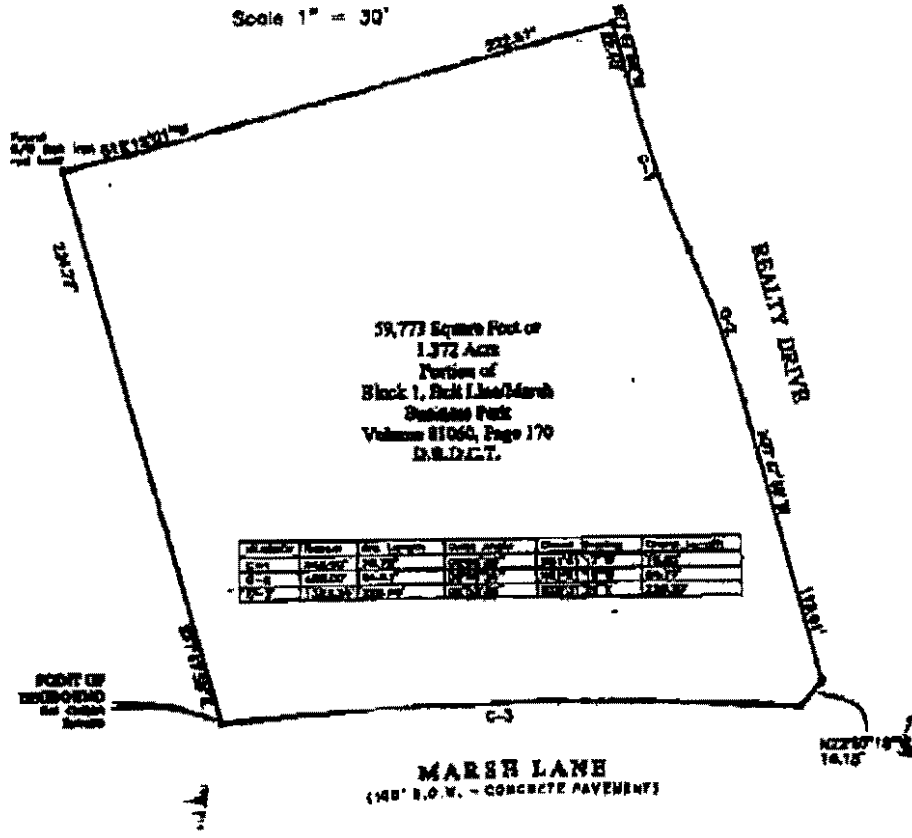
200229 01121

EXHIBIT "A"

Page 1 of 2



Scale 1" = 30'



Baird, Hampton & Brown, Inc.
Engineering & Surveying

1400 W. 7th St., 2nd. 5th Fl. Suite, Ft. Worth, TX 76102 (817) 338-1277 Fax (817) 338-4246 E-Mail: bairdhampton@bairdhampton.com

PROJECT: 01-0001-MURPHY.DWG
DESIGNED BY: GAW
DATE PROJECT APPROVED: 08/24/01
DATE: NOVEMBER 13, 2000

09/24/01 MON 17:08 FAX 7704332289

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Exhibit "A" Page 2 of 2

LEGAL DESCRIPTION

Being a tract of land situated in the City of Addison, Dallas County, Texas and being a portion of Block 1, Belt Line/Marsh Business Park as reserved in Volume 81660, Page 170 of the Deed Records of Dallas County, Texas, said tract also being a portion of a parcel of land deeded to A. Lee Pfleger Children's Trust as recorded in Volume 95134, Page 2860, said tract of land being described by metes and bounds as follows:

BEGINNING of a set cotton spindle at the southwest corner of Pfleger Addition as recorded in Volume 94178, Page 1660 of said Deed Records, said set cotton spindle being on the East right-of-way line of Marsh Lane, a 100 foot right-of-way;

THENCE SOUTH 77 degrees 47 minutes 58 seconds EAST, departing the East right-of-way line of said Marsh Lane and along the South line of said Pfleger Addition, a distance of 234.77 feet to a found 5/8 inch iron rod head, being at the southeast corner of said Pfleger Addition;

THENCE SOUTH 12 degrees 12 minutes 01 seconds WEST, departing the South line of said Pfleger Addition, a distance of 222.67 feet to a set 5/8 inch capped iron rod ("BHB INC"), said set 5/8 inch capped iron rod ("BHB INC"), being on the North line of a 12 foot right-of-way dedication to the Town of Addison as recorded in Volume 94138, Page 4334 of said Deed Records, from said set 5/8 inch capped iron rod ("BHB INC"), a found 1/2 inch iron rod at the southeast corner of said A. Lee Pfleger Children's Trust parcel, bears SOUTH 77 degrees 47 minutes 58 seconds EAST, a distance of 233.27 feet;

THENCE NORTH 77 degrees 47 minutes 58 seconds WEST, along the North line of said 12 foot right-of-way dedication, a distance of 22.40 feet to a point at the beginning of a curve, concave southerly, having a radius of 542.00 feet, a delta angle of 08 degrees 08 minutes 35 seconds, a chord bearing of NORTH 01 degrees 31 minutes 17 seconds WEST, and a chord distance of 78.96 feet, from said point a found 5/8 inch iron rod bears SOUTH 20 degrees 27 minutes 48 seconds WEST, a distance of 8.19 feet;

THENCE Westerly, along said curve, and along the North line of said 12 foot right-of-way dedication, an arc length of 76.72 feet to a set 5/8 inch capped iron rod ("BHB INC") at the beginning of a reverse curve, concave northerly, having a radius 458.00 feet, a delta angle of 08 degrees 08 minutes 35 seconds, a chord bearing of NORTH 81 degrees 31 minutes 16 seconds WEST, and a chord distance of 84.77 feet;

THENCE Westerly, along said reverse curve, and along the North line of said 12 foot right-of-way dedication, an arc length of 64.83 feet to a set 5/8 inch capped iron rod ("BHB INC");

THENCE NORTH 77 degrees 47 minutes 58 seconds WEST, along the North line of said 12 foot right-of-way dedication, a distance of 118.61 feet to a set 5/8 inch capped iron rod ("BHB INC");

THENCE NORTH 22 degrees 57 minutes 16 seconds WEST, along the North line of said 12 foot right-of-way dedication, a distance of 74.15 feet to a set 5/8 inch capped iron rod ("BHB INC") on the East right-of-way line of said Marsh Lane, said set 5/8 inch capped iron rod ("BHB INC") also being at the beginning of a curve, concave westerly, having a radius of 1323.24 feet, a delta angle of 09 degrees 53 minutes 38 seconds, a chord bearing of NORTH 28 degrees 31 minutes 25 seconds EAST, and a chord distance of 228.70 feet;

THENCE Northerly, along said curve and along the East right-of-way line of said Marsh Lane, an arc length of 282.48 feet to the POINT OF BEGINNING, containing 59,773 square feet or 1.372 acre.



Baird, Hampton & Brown, Inc. Engineering & Surveying

EXAMINER'S TITLE/SURVEY NO.
DATE OF SURV.
DATE PREPARED/REVISION
DATE REVISION 12, 2001

EXHIBIT "B"**PERMITTED EXCEPTIONS**

1. Restrictive covenants recorded in Volume 78081, Page 150, Real Property Records of Dallas County, Texas.
2. Restrictive covenants recorded in Volume 83014, Page 2979, Real Property Records of Dallas County, Texas.
3. Restrictive covenants recorded in Volume 93129, Page 126, Real Property Records of Dallas County, Texas..
4. Restrictive covenants recorded in Volume 95134, Page 2861, Real Property Records of Dallas County, Texas.
5. Restrictive covenants recorded in Volume 95134, Page 2868, Real Property Records of Dallas County, Texas.
6. Reciprocal Easements Agreement dated 6/22/94, by and between Addison Lee Pfluger and T.H.D.S. Corporation, a Texas corporation, filed 6/28/94, recorded in Volume 94124, Page 946, Real Property Records of Dallas County, Texas, and as shown on survey dated 4/6/2000, by Daniel H. Joslin, R.P.L.S. #4749, of Baird, Hampton & Brown, Inc.
7. Concrete curb and gutter across the Driveway Easement recorded in Volume 94124, Page 946, Real Property Records of Dallas County, Texas, and as shown on survey dated 4/6/00, by David H. Joslin, R.P.L.S. #4749, of Baird, Hampton & Brown, Inc.
8. 20 foot water and sanitary sewer easement from Addison Lec Pfluger to Town of Addison, dated 6/23/94, filed 7/20/94, recorded in Volume 94138, Page 4340, Real Property Records of Dallas County, Texas, and as shown on survey dated 4/6/2000, revised 4/13/2000, by Daniel H. Joslin, R.P.L.S. # 4749, of Baird, Hampton & Brown, Inc.
9. Easements, if any, for public utilities, pipelines or facilities installed in any portion of the vacated Marsh Lane Right-of-Way, lying within the land, together with the right of ingress and egress to repair, maintain, replace and remove the same, as shown on survey dated 4/6/00, revised 4/13/00, by Daniel H. Joslin, R.P.L.S. #4749, of Baird, Hampton & Brown, Inc.

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EXHIBIT "C"GRANTOR'S PROPERTY

BEING a tract of land out of the D. Myers Survey, Abstract No. 923, said tract also being in the Beltline-Marsh Business Park, an addition to the City of Addison, Dallas County, Texas, as recorded in Volume 78155, Page 0001, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the East right-of-way line of Marsh Lane (a 100' R.O.W.) and the Southwest line of the St. Louis & Southwestern Railroad right-of-way (a 100' R.O.W.);

THENCE S 77° 46' 49" E along the Southwest line of said railroad 73.53 feet to a point;

THENCE S 77° 47' 59" E continuing along said Southwest R.O.W. line 417.03 feet to a point for corner;

THENCE S 12° 12' 01" W, 344.93 feet to a point for corner in the North right-of-way line of Realty Road (a 60' R.O.W.);

THENCE N 77° 47' 59" W ALONG THE North line of Realty Road, 255.67 feet to a point of curvature of a curve to the left having a central angle of 08° 06' 35," a radius of 530.00 feet and a tangent length of 37.57 feet;

THENCE in a Westerly direction along said curve to the left an arc distance of 75.02 feet to a point of reverse curvature of a curve to the right having a central angle of 08° 06' 35," a radius of 470.00 feet and a tangent length of 37.57 feet;

THENCE in a Westerly direction along said curve to the right an arc distance of 66.52 feet to a point of tangency;

THENCE N 77° 47' 59" W, 121.16 feet to a point for corner;

THENCE N 22° 57' 16" W, 17.27 feet to a point for corner on the East right-of-way line of Marsh Lane;

THENCE N 31° 53' 26" E, 0.32 feet to a point of curvature of a curve to the left having a central angle of 15° 07' 29" a radius of 1323.24, and a tangent length of 175.67 feet;

THENCE in a Northerly direction along the said curve to the left an arc distance of 349.31 feet to the POINT OF BEGINNING and containing 3.876 acres of land, more or less;

SAVE AND EXCEPT a tract of land situated in the D. Myers Survey, Abstract No. 923, Dallas County, Texas, also being a part of Block 1, BELTLINE-MARCH BUSINESS PARK, an addition to the City of Addison, according to the plat thereof recorded in Volume 78155, Page 0001, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch rod set for corner in the east line of Marsh Lane (100' R.O.W.), and the south line of a 100-foot St. Louis & Southwestern Railroad (St.L. & S.W.) R.O.W., said point also being the northwest corner of said BELTLINE-MARSH BUSINESS PARK;

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THENCE S 77° 47' 59" E, departing the said east line of Marsh Lane and along the said south line of St.L. & S.W. R.R. R.O.W., a distance of 221.33 feet to a 5/8-inch iron rod set for corner;

THENCE S 12° 12' 01" W, departing the said south line of St.L. & S.W. R.R. R.O.W., a distance of 110.00 feet to a 5/8-inch iron rod set for corner;

THENCE N 77° 47' 59" W, a distance of 234.77 feet to a 5/8-inch iron rod set in the said east line of Marsh Lane for corner, said point also being on a circular curve to the left having a radius of 1323.24 feet and whose chord bears N 19° 09' 57" E 110.82 feet;

THENCE along the said east line of Marsh Lane and circular curve, through a central angle of 04° 47' 59", an arc distance of 110.85 feet, to the POINT OF BEGINNING AND CONTAINING 25,000 square feet of land, more or less.

SAVE AND EXCEPT a tract of land situated in the City of Addison, Dallas County, Texas, and being a portion of Block 1, Belt Line/Marsh Business Park as recorded in Volume 81060, Page 170 of the Deed Records of Dallas County, Texas, said tract also being a portion of a parcel of land deeded to A. Lee Pfluger Children's Trust as recorded in Volume 95134, Page 2868, said tract of land being described by metes and bounds as follows:

BEGINNING at a set cotton spindle at the southwest corner of Pfluger Addition as recorded in Volume 94176, Page 1650 of said Deed Records, said set cotton spindle being on the East right-of-way line of Marsh Lane, a 100 foot right-of-way;

THENCE SOUTH 77 degrees 47 minutes 59 seconds EAST, departing the East right-of-way line of said Marsh Lane and along the South line of said Pfluger Addition, a distance of 234.77 feet to a found 5/8 inch iron rod bent, being at the southeast corner of said Pfluger Addition;

THENCE SOUTH 12 degrees 12 minutes 01 seconds WEST, departing the South line of said Pfluger Addition, a distance of 222.67 feet to a set 5/8 inch capped iron rod ("BHB INC"), said set 5/8 inch capped iron rod ("BHB INC"), being on the North line of a 12 foot right-of-way dedication to the Town of Addison as recorded in Volume 94138, Page 4334 of said Deed Records, from said set 5/8 inch capped iron rod ("BHB INC"), a found 1/2 inch iron rod at the southeast corner of said A. Lee Pfluger Children's Trust parcel, bears SOUTH 77 degrees 47 minutes 59 seconds EAST, a distance of 233.27 feet;

THENCE NORTH 77 degrees 47 minutes 59 seconds WEST, along the North line of said 12 foot right-of-way dedication, a distance of 22.40 feet to a point at the beginning of a curve, concave southerly, having a radius of 542.00 feet, a delta angle of 08 degrees 06 minutes 35 seconds, a chord bearing of NORTH 81 degrees 51 minutes 17 seconds WEST, and a chord distance of 76.65 feet, from said point a found 3/8 inch iron rod bears SOUTH 20 degrees 27 minutes 49 seconds WEST, a distance of 0.19 feet;

THENCE Westerly, along said curve, and along the North line of said 12 foot right-of-way dedication, an arc length of 76.72 feet to a set 5/8 inch capped iron rod ("BHB INC") at the beginning of a reverse curve, concave northerly, having a radius 458.00 feet, a delta angle of 08 degrees 06 minutes 35 seconds, a chord bearing of NORTH 81 degrees 51 minutes 16 seconds WEST, and a chord distance of 64.77 feet;

- THENCE** Westerly, along said reverse curve, and along the North line of said 12 foot right-of-way dedication, an arc length of 64.83 feet to a set 5/8 inch capped iron rod ("BHB INC");
- THENCE** NORTH 77 degrees 47 minutes 59 seconds WEST, along the North line of said 12 foot right-of-way dedication, a distance of 119.61 feet to a set 5/8 inch capped iron rod ("BHB INC");
- THENCE** NORTH 22 degrees 57 minutes 16 seconds WEST, along the North line of said 12 foot right-of-way dedication, a distance of 14.15 feet to a set 5/8 inch capped iron rod ("BHB INC") on the East right-of-way line of said Marsh Lane, said set 5/8 inch capped iron rod ("BHB INC") also being at the beginning of a curve, concave westerly, having a radius of 1323.24 feet, a delta angle of 09 degrees 53 minutes 36 seconds, a chord bearing of NORTH 26 degrees 31 minutes 25 seconds EAST, and a chord distance of 228.20 feet;
- THENCE** Northerly, along said curve and along the East right-of-way line of said Marsh Lane, an arc length of 228.48 feet to the POINT OF BEGINNING, containing 59,773 square feet or 1.372 acre.

EXHIBIT "D"**PLANS AND SPECIFICATIONS**

The plans and specifications for Racetrac Service Station #646 prepared by Baird, Hampton & Brown, Inc. for BHB Project No. 2000.015.000:

1. Boundary and Topographic Survey, dated April 6, 2000
2. Final Plat, dated October 30, 2000
3. Drainage Analysis dated August 15, 2000, revised October 12, 2000 and October 30, 2000
4. Erosion Control Plan dated August 15, 2000, revised October 12, 2000 and October 30, 2000
5. Site layout dated August 15, 2000, revised October 12, 2000 and October 30, 2000
6. Dimensional Control Plan dated August 15, 2000, revised October 12, 2000 and October 30, 2000
7. Site Paving Plan dated August 15, 2000, revised October 12, 2000 and October 30, 2000
8. Grading/Drainage Plan dated August 15, 2000, revised October 12, 2000 and October 30, 2000
9. Storm Drain Plan and Profile, dated 8/15/00, revised October 12, 2000 and October 30, 2000
9. Utility Plan dated August 15, 2000, revised October 12, 2000 and October 30, 2000
10. Miscellaneous Details dated August 15, 2000, revised October 12, 2000 and October 30, 2000
11. Standard Details dated January 5, 2000, as subsequently revised on January 25, 2000; June 9, 2000; and July 27, 2000
12. Planting Plan dated August 15, 2000, revised October 4, 2000 and November 1, 2000
13. Irrigation Plan dated August 15, 2000, revised November 1, 2000
14. Irrigation Details dated August 15, 2000

Notwithstanding the foregoing, Mesquite Creek Development, Inc. and/or its assigns, shall construct the 7' tall wood screen reflected on Sheet L-1 of 3L of the above-described Plans with 6" x 6" x 12' long steel tube posts set in concrete and pressure treated wood panels on 2" x 2" steel tube framing with one diagonal brace per panel and galvanized hardware.

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

April 25, 2002

Ms. Carmen Moran
City Secretary
Town of Addison
P.O. Box 9010
Addison, TX 75001

RE: Title Policies for Parcels 17-1, 17-2 and 20 - Arapaho Road Project Phase II

Dear Carmen:

Enclosed for your files is Title Insurance Policy No. B06-0019019 for Arapaho Road Project Parcels 17-1 and 17-2. Also enclosed is Title Insurance Policy No. B06-0019020 for Parcel 20. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c: Mr. Steve Chutchian, w/o Enclosures
Mr. Ken Dippel, w/o Enclosures

TOWN OF ADDISON WATER MAIN EASEMENT

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF DALLAS

That OsteoMed Corporation, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to Grantor in hand paid by the Town of Addison, Texas, hereinafter referred to as "Town", the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and does by these presents GRANT, SELL and CONVEY unto Town, a water main easement, on, over and across all these certain tracts or parcels of land described in EXHIBIT "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the same perpetually to said Town, its successors and assigns, together with the right and privilege at any and all time to enter upon said easement for the purpose of construction or reconstruction on and maintenance of water mains and facilities within this easement; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto Town, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; by, through or under Grantor but not otherwise.

Executed this 22nd day of APRIL, 2002.

OsteoMed Corporation

By: [Signature]

~~Partner~~ PRESIDENT

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 22nd of April, 2002 by

WALTER J. HUMANN, PRESIDENT ~~Partner~~ of OsteoMed Corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

Print Name Yvonne Simpson

EXHIBIT A
15 ' WATER EASEMENT
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

BEING a 20,169 square foot tract of land situated in the D. Myers Survey, Abstract No. 923, Dallas County, Texas and being part of Lot 4R, Block 1, Beltline-Marsh Business Park, an addition to the Town of Addison, Dallas County, Texas as recorded in Volume 95100, Page 3275, Deed Records of Dallas County, Texas, (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at the southwest corner of said Lot 4R, said point also being on the north line of Realty Road (84-foot right-of-way);

THENCE South 77 degrees 47 minutes 59 seconds East, along said north right-of-way line, a distance of 38.67 feet to the POINT OF BEGINNING;

THENCE North 11 degrees 44 minutes 14 seconds East, departing said north right-of-way line, a distance of 108.99 feet to a point for a corner;

THENCE North 78 degrees 15 minutes 46 seconds West, a distance of 18.26 feet to a point for a corner;

THENCE North 11 degrees 44 minutes 14 seconds East, a distance of 15.00 feet to a point for a corner;

THENCE South 78 degrees 15 minutes 46 seconds East, a distance of 18.26 feet to a point for a corner;

THENCE North 11 degrees 44 minutes 14 seconds East, a distance of 166.23 feet to a point for a corner;

THENCE North 57 degrees 12 minutes 01 second East, a distance of 24.56 feet to a point for a corner;

THENCE South 83 degrees 27 minutes 12 seconds East, a distance of 398.10 feet to a point for a corner;

THENCE South 38 degrees 27 minutes 12 seconds East, a distance of 23.22 feet to a point for a corner;

THENCE South 00 degrees 04 minutes 38 seconds West, a distance of 30.73 feet to a point for a corner;

THENCE South 89 degrees 55 minutes 22 seconds East, a distance of 18.59 feet to a point for a corner;

THENCE South 00 degrees 04 minutes 38 seconds West, a distance of 15.00 feet to a point for a corner;

THENCE North 89 degrees 55 minutes 22 seconds West, a distance of 18.59 feet to a point for a corner;

THENCE South 00 degrees 04 minutes 38 seconds West, a distance of 215.91 feet to a point for corner;

THENCE South 45 degrees 00 minutes 31 seconds West, a distance of 37.53 feet to a point for a corner;

THENCE North 78 degrees 15 minutes 46 seconds West, a distance of 197.02 feet to a point for a corner;

THENCE South 56 degrees 44 minutes 14 seconds West, a distance of 13.92 feet to a point for a corner;

THENCE South 11 degrees 56 minutes 57 seconds West, a distance of 33.19 feet to a point for a corner, said point being on a non-tangent circular curve to the right having a radius of 958.00 feet and whose chord bears North 77 degrees 58 minutes 20 seconds West, a distance of 5.77 feet, said point also being on the north right-of-way line of said Realty Road;

THENCE Northwesterly, along said north right-of-way line and along said curve, through a central angle of 00 degrees 20 minutes 41 seconds, an arc distance of 5.77 feet to a 1/2-inch found iron rod for the point of tangency;

THENCE North 77 degrees 47 minutes 59 seconds West, continuing along said north right-of-way line, a distance of 9.23 feet to a point for corner;

THENCE North 11 degrees 56 minutes 57 seconds East, departing said north right-of-way line, a distance of 22.39 feet to a point for a corner;

THENCE North 78 degrees 03 minutes 03 seconds West, a distance of 19.61 feet to a point for a corner;

THENCE North 11 degrees 56 minutes 57 seconds East, a distance of 15.00 feet to a point for a corner;

THENCE South 78 degrees 03 minutes 03 seconds East, a distance of 19.61 feet to a point for a corner;

THENCE North 11 degrees 56 minutes 57 seconds East, a distance of 1.93 feet to a point for a corner;

THENCE North 56 degrees 44 minutes 14 seconds East, a distance of 26.32 feet to a point for a corner;

THENCE South 78 degrees 15 minutes 46 seconds East, a distance of 195.14 feet to a point for a corner;

THENCE North 45 degrees 00 minutes 31 seconds East, a distance of 23.22 feet to a point for a corner;

THENCE North 00 degrees 04 minutes 38 seconds East, a distance of 6.09 feet to a point for a corner;

THENCE North 89 degrees 55 minutes 22 seconds West, a distance of 17.00 feet to a point for corner;

THENCE North 00 degrees 04 minutes 38 seconds East, a distance of 15.00 feet to a point for a corner;

THENCE South 89 degrees 55 minutes 22 seconds East, a distance of 17.00 feet to a point for a corner;

THENCE North 00 degrees 04 minutes 38 seconds East, a distance of 229.11 feet to a point for a corner;

THENCE North 38 degrees 27 minutes 12 seconds West, a distance of 11.76 feet to a point for a corner;

THENCE North 83 degrees 27 minutes 12 seconds West, a distance of 276.14 feet to a point for a corner;

THENCE South 06 degrees 32 minutes 48 seconds West, a distance of 16.73 feet to a point for a corner;

THENCE North 83 degrees 27 minutes 12 seconds West, a distance of 15.00 feet to a point for a corner;

THENCE North 06 degrees 32 minutes 48 seconds East, a distance of 16.73 feet to a point for a corner;

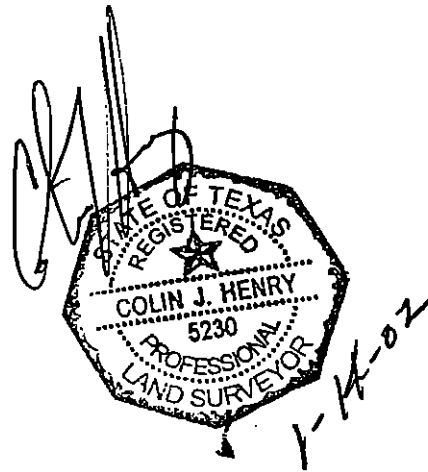
THENCE North 83 degrees 27 minutes 12 seconds West, a distance of 95.38 feet to a point for a corner;

THENCE South 57 degrees 12 minutes 01 second West, a distance of 12.91 feet to a point for a corner;

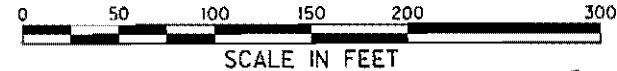
THENCE South 11 degrees 44 minutes 14 seconds West, a distance of 284.05 feet to a point for a corner on the north right-of-way line of said Realty Road;

THENCE North 77 degrees 47 minutes 59 seconds West, along said north right-of-way line, a distance of 15.00 feet to the POINT OF BEGINNING and CONTAINING 20,169 square feet, or 0.4630 acres of land, more or less.

Basis of Bearing is the North line of Realty Road as recorded by the plat of "Beltline-Marsh Business Park", Lot 4R, Block 1 in Volume 95100, Page 3275, D.R.D.C.T.



SOUTHERN PACIFIC RAILROAD
(100' R.O.W.)



NO.	BEARING	DISTANCE
L1	N78°15'46"W	18.26'
L2	N11°44'14"E	15.00'
L3	S78°15'46"E	18.26'
L4	S00°04'38"W	30.73'
L5	S89°55'22"E	18.59'
L6	S00°04'38"W	15.00'
L7	N89°55'22"W	18.59'
L8	S56°44'14"W	13.92'
L9	S11°56'57"W	33.19'
L10	N77°47'59"W	9.23'
L11	N11°56'57"E	22.39'
L12	N78°03'03"W	19.61'
L13	N11°56'57"E	15.00'
L14	S78°03'03"E	19.61'
L15	N11°56'57"E	1.93'
L16	N45°00'31"E	23.22'
L17	N00°04'38"E	6.09'
L18	N89°55'22"W	17.00'
L19	N00°04'38"E	15.00'
L20	S89°55'22"E	17.00'
L21	S06°32'48"W	16.73'
L22	N83°27'12"W	15.00'
L23	N06°32'48"E	16.73'

BLOCK 1, LOT 1
BELTLINE-MARSH BUSINESS PARK
VOL. 83042, PG. 425
D.R.D.C.T.

REALTY ROAD
(84' R.O.W.)

LEGEND

- 1/2" FIR 1/2" FOUND IRON ROD
- (C.M.) CONTROL MONUMENT
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING

BASIS OF BEARING IS THE NORTH LINE OF REALTY ROAD AS RECORDED BY THE PLAT OF "BELTLINE-MARSH BUSINESS PARK", LOT 4R, BLOCK 1 IN VOLUME 95100, PAGE 3275, D.R.D.C.T. MONUMENTS USED FOR BASIS OF BEARING ARE SHOWN HEREON AS (C.M.).

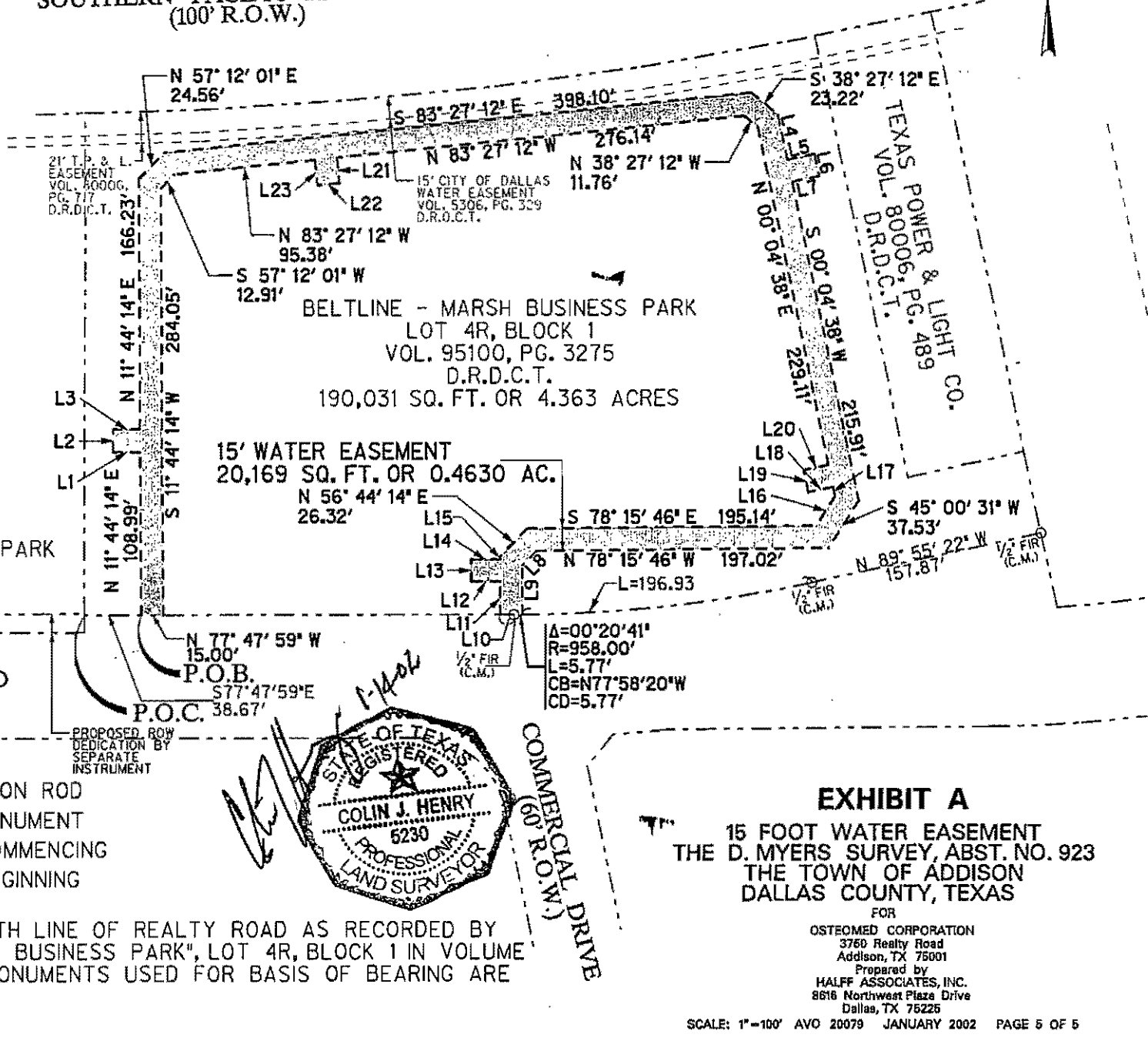


EXHIBIT A
15 ' WATER EASEMENT
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

BEING a 20,169 square foot tract of land situated in the D. Myers Survey, Abstract No. 923, Dallas County, Texas and being part of Lot 4R, Block 1, Beltline-Marsh Business Park, an addition to the Town of Addison, Dallas County, Texas as recorded in Volume 95100, Page 3275, Deed Records of Dallas County, Texas, (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at the southwest corner of said Lot 4R, said point also being on the north line of Realty Road (84-foot right-of-way);

THENCE South 77 degrees 47 minutes 59 seconds East, along said north right-of-way line, a distance of 38.67 feet to the POINT OF BEGINNING;

THENCE North 11 degrees 44 minutes 14 seconds East, departing said north right-of-way line, a distance of 108.99 feet to a point for a corner;

THENCE North 78 degrees 15 minutes 46 seconds West, a distance of 18.26 feet to a point for a corner;

THENCE North 11 degrees 44 minutes 14 seconds East, a distance of 15.00 feet to a point for a corner;

THENCE South 78 degrees 15 minutes 46 seconds East, a distance of 18.26 feet to a point for a corner;

THENCE North 11 degrees 44 minutes 14 seconds East, a distance of 166.23 feet to a point for a corner;

THENCE North 57 degrees 12 minutes 01 second East, a distance of 24.56 feet to a point for a corner;

THENCE South 83 degrees 27 minutes 12 seconds East, a distance of 398.10 feet to a point for a corner;

THENCE South 38 degrees 27 minutes 12 seconds East, a distance of 23.22 feet to a point for a corner;

THENCE South 00 degrees 04 minutes 38 seconds West, a distance of 30.73 feet to a point for a corner;

THENCE South 89 degrees 55 minutes 22 seconds East, a distance of 18.59 feet to a point for a corner;

THENCE South 00 degrees 04 minutes 38 seconds West, a distance of 15.00 feet to a point for a corner;

THENCE North 89 degrees 55 minutes 22 seconds West, a distance of 18.59 feet to a point for a corner;

THENCE South 00 degrees 04 minutes 38 seconds West, a distance of 215.91 feet to a point for corner;

THENCE South 45 degrees 00 minutes 31 seconds West, a distance of 37.53 feet to a point for a corner;

THENCE North 78 degrees 15 minutes 46 seconds West, a distance of 197.02 feet to a point for a corner;

THENCE South 56 degrees 44 minutes 14 seconds West, a distance of 13.92 feet to a point for a corner;

THENCE South 11 degrees 56 minutes 57 seconds West, a distance of 33.19 feet to a point for a corner, said point being on a non-tangent circular curve to the right having a radius of 958.00 feet and whose chord bears North 77 degrees 58 minutes 20 seconds West, a distance of 5.77 feet, said point also being on the north right-of-way line of said Realty Road;

THENCE Northwesterly, along said north right-of-way line and along said curve, through a central angle of 00 degrees 20 minutes 41 seconds, an arc distance of 5.77 feet to a 1/2-inch found iron rod for the point of tangency;

THENCE North 77 degrees 47 minutes 59 seconds West, continuing along said north right-of-way line, a distance of 9.23 feet to a point for corner;

THENCE North 11 degrees 56 minutes 57 seconds East, departing said north right-of-way line, a distance of 22.39 feet to a point for a corner;

THENCE North 78 degrees 03 minutes 03 seconds West, a distance of 19.61 feet to a point for a corner;

THENCE North 11 degrees 56 minutes 57 seconds East, a distance of 15.00 feet to a point for a corner;

THENCE South 78 degrees 03 minutes 03 seconds East, a distance of 19.61 feet to a point for a corner;

THENCE North 11 degrees 56 minutes 57 seconds East, a distance of 1.93 feet to a point for a corner;

THENCE North 56 degrees 44 minutes 14 seconds East, a distance of 26.32 feet to a point for a corner;

THENCE South 78 degrees 15 minutes 46 seconds East, a distance of 195.14 feet to a point for a corner;

THENCE North 45 degrees 00 minutes 31 seconds East, a distance of 23.22 feet to a point for a corner;

THENCE North 00 degrees 04 minutes 38 seconds East, a distance of 6.09 feet to a point for a corner;

THENCE North 89 degrees 55 minutes 22 seconds West, a distance of 17.00 feet to a point for corner;

THENCE North 00 degrees 04 minutes 38 seconds East, a distance of 15.00 feet to a point for a corner;

THENCE South 89 degrees 55 minutes 22 seconds East, a distance of 17.00 feet to a point for a corner;

THENCE North 00 degrees 04 minutes 38 seconds East, a distance of 229.11 feet to a point for a corner;

THENCE North 38 degrees 27 minutes 12 seconds West, a distance of 11.76 feet to a point for a corner;

THENCE North 83 degrees 27 minutes 12 seconds West, a distance of 276.14 feet to a point for a corner;

THENCE South 06 degrees 32 minutes 48 seconds West, a distance of 16.73 feet to a point for a corner;

THENCE North 83 degrees 27 minutes 12 seconds West, a distance of 15.00 feet to a point for a corner;

THENCE North 06 degrees 32 minutes 48 seconds East, a distance of 16.73 feet to a point for a corner;

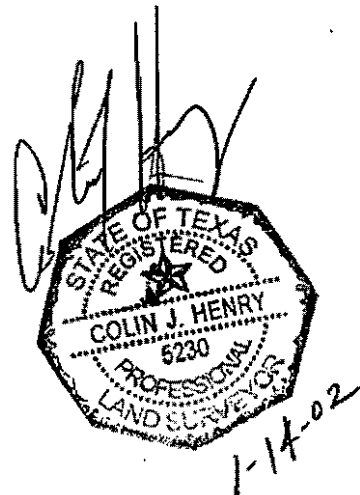
THENCE North 83 degrees 27 minutes 12 seconds West, a distance of 95.38 feet to a point for a corner;

THENCE South 57 degrees 12 minutes 01 second West, a distance of 12.91 feet to a point for a corner;

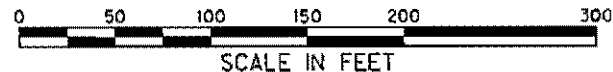
THENCE South 11 degrees 44 minutes 14 seconds West, a distance of 284.05 feet to a point for a corner on the north right-of-way line of said Realty Road;

THENCE North 77 degrees 47 minutes 59 seconds West, along said north right-of-way line, a distance of 15.00 feet to the POINT OF BEGINNING and CONTAINING 20,169 square feet, or 0.4630 acres of land, more or less.

Basis of Bearing is the North line of Realty Road as recorded by the plat of "Beltline-Marsh Business Park", Lot 4R, Block 1 in Volume 95100, Page 3275, D.R.D.C.T.



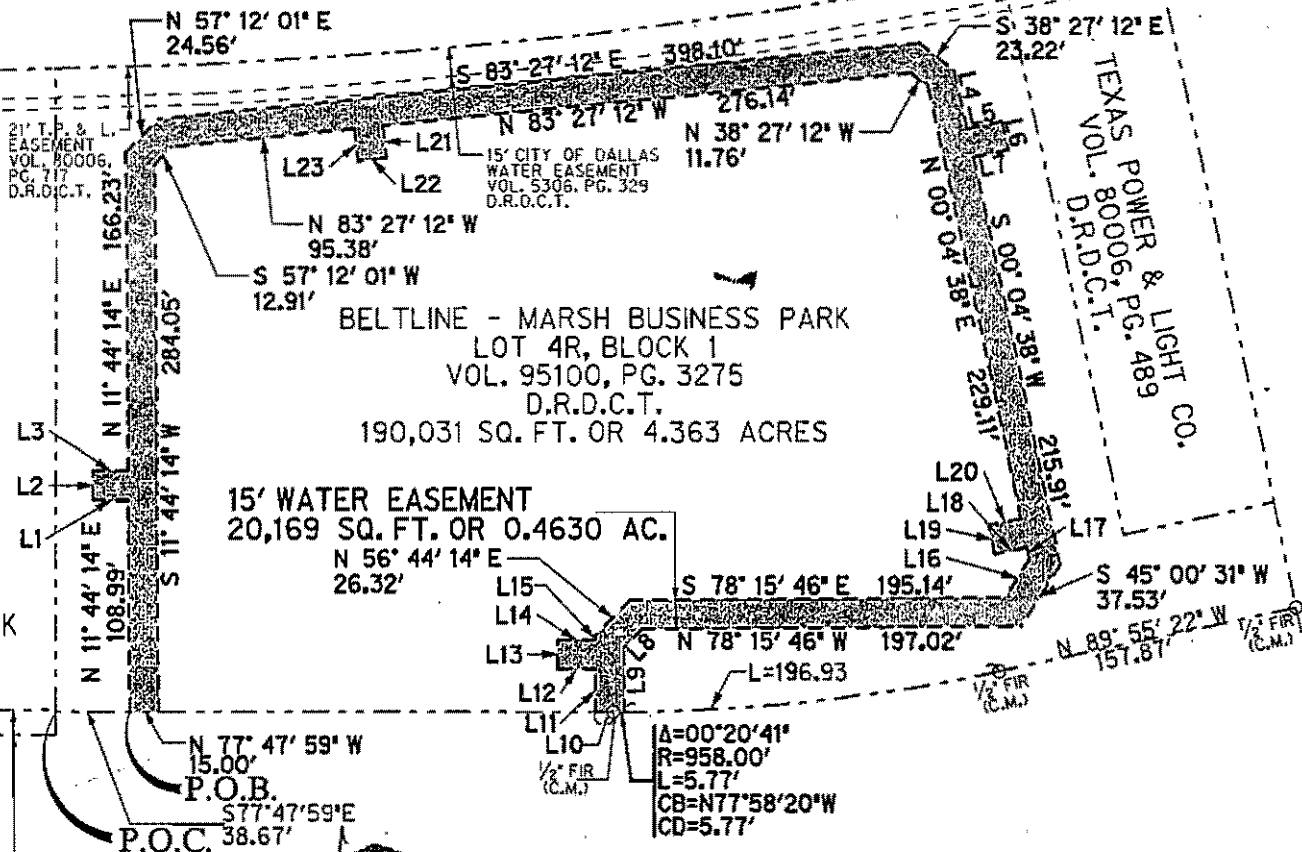
SOUTHERN PACIFIC RAILROAD
(100' R.O.W.)



NO.	BEARING	DISTANCE
L1	N78°15'46"W	18.26'
L2	N11°44'14"E	15.00'
L3	S78°15'46"E	18.26'
L4	S00°04'38"W	30.73'
L5	S89°55'22"E	18.59'
L6	S00°04'38"W	15.00'
L7	N89°55'22"W	18.59'
L8	S56°44'14"W	13.92'
L9	S11°56'57"W	33.19'
L10	N77°47'59"W	9.23'
L11	N11°56'57"E	22.39'
L12	N78°03'03"W	19.61'
L13	N11°56'57"E	15.00'
L14	S78°03'03"E	19.61'
L15	N11°56'57"E	1.93'
L16	N45°00'31"E	23.22'
L17	N00°04'38"E	6.09'
L18	N89°55'22"W	17.00'
L19	N00°04'38"E	15.00'
L20	S89°55'22"E	17.00'
L21	S06°32'48"W	16.73'
L22	N83°27'12"W	15.00'
L23	N06°32'48"E	16.73'

BLOCK 1, LOT 1
BELTLINE-MARSH BUSINESS PARK
VOL. 83042, PG. 425
D.R.D.C.T.

REALTY ROAD
(84' R.O.W.)



LEGEND

- 1/2" FIR 1/2" FOUND IRON ROD
- (C.M.) CONTROL MONUMENT
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING



BASIS OF BEARING IS THE NORTH LINE OF REALTY ROAD AS RECORDED BY THE PLAT OF "BELTLINE-MARSH BUSINESS PARK", LOT 4R, BLOCK 1 IN VOLUME 95100, PAGE 3275, D.R.D.C.T. MONUMENTS USED FOR BASIS OF BEARING ARE SHOWN HEREON AS (C.M.).

EXHIBIT A
15 FOOT WATER EASEMENT
THE D. MYERS SURVEY, ABST. NO. 923
THE TOWN OF ADDISON
DALLAS COUNTY, TEXAS

FOR
OSTEOMED CORPORATION
3759 Realty Road
Addison, TX 75001
Prepared by
HALFF ASSOCIATES, INC.
8616 Northwest Plaza Drive
Dallas, TX 75226

2001-0011

THE STATE OF TEXAS)
COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENTS:

PLAT NO. 2001-0011
BY 1392030
05/22/01 2661418 \$17.00
Deed

That Morning Park, Inc., a Texas corporation

(hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of

TEN AND NO/100 (\$ 10.00) DOLLARS

to the undersigned in hand paid by the City of Dallas, 1500 Marilla Street, Dallas, Texas 75201, a municipal corporation, (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by remaining property as a result of projected public improvements, has granted, sold and conveyed and does hereby grant, sell and convey unto said City, its successors and assigns, an easement for the purpose of laying, constructing, maintaining, repairing and replacing a City water and wastewater main or mains and appurtenances and such additional main or mains and appurtenances as are needed in the future in, under, through, across and along all that certain lot, tract or parcel of land described in Exhibit "A"; attached hereto and made a part hereof by reference for all purposes.

The City is acquiring this property for the purpose of laying, constructing, maintaining, repairing and replacing a City water and wastewater main or mains and appurtenances, and such additional main or mains and appurtenances as are needed in the future, according to such plans and specifications as will, in City's opinion, best serve the public purpose. The payment of the purchase price shall be considered full and adequate compensation for the easement rights herein granted.

Should one or more of the Grantors herein be natural persons and not joined by their respective spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor(s). Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such a party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

The City shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the right of ingress and egress over and across said property to and from said easement for the purpose of constructing, reconstructing, maintaining, inspecting or repairing said main or mains and appurtenances.

The City shall have the right to remove and keep removed from the permanent easement herein granted any and all structures, fences, trees, shrubs, growths or other obstructions which may endanger or interfere with the construction, reconstruction, maintenance, repair or operation of the said main or mains. (Grantor, its successors or assigns, shall not place or store any material upon, or cover, bury, pave over or otherwise obstruct any cleanout, valve, meter or manhole located within the herein described permanent easement.)

Grantor, its successors or assigns, shall not be permitted to plant trees or shrubs of any kind within the boundaries of the herein described permanent easement.

All expenses in the construction and maintenance of said main or mains and appurtenances shall be borne by the City. In the construction of said main or mains and appurtenances, should the City find it necessary to remove any improvements now on the above-described property, all of those expenses shall also be borne by the City. Upon completion of construction, all surplus excavation, debris, trash or litter resulting from construction shall be cleaned up and hauled off the premises, and the easement property, including any fences disturbed, shall be restored to its original contour and condition.

Nothing in this easement shall be construed as a waiver by the City of any connection charge or charges imposed by ordinance or Charter of the City of Dallas.

SPECIAL PROVISIONS: ~~See Exhibit A attached hereto and made a part hereof~~ NONE

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City of Dallas, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators or successors, to Warrant and Forever Defend, all and singular the said easement unto the said City of Dallas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Executed this 19th day of April, 2001.

Morning Park, Inc.,
a Texas corporation
By: William V. Bush II
Title: PRESIDENT

Re: Plan No. 6850395, Sheets 61-63

RECORDING

Addison!

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

Paul,

PLEASE Sign.

This is purchase
AGREEMENT - BUYERS
SETTLEMENT STATEMENT,

FOR AETNA PROP.

PHASE II ARAPAHO.

Mike

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

February 22, 2002

Ms. Sandra Goforth
Accounting Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

**RE: Parcel 18
Arapaho Road Project Phase II**

Dear Sandra:

In connection with Parcel 18 Arapaho Road Project Phase II, enclosed are the following documents:

1. Buyer's Settlement Statement;
2. A copy of the executed Right-of-Way Deed for Parcels 18-1 and 18-2;
3. A copy of the executed Temporary Construction Easement for Parcel 18-TE; and
4. A copy of the executed Temporary Construction Easement for Driveway Exhibits A, B, C, and D.

Once the Settlement Statement has been executed and the money forwarded to Hexter-Fair, they will forward the purchase price to Aetna and file the documents. Should you decide to wire the money to Hexter-Fair, wiring instructions are enclosed. If you have any questions or concerns, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Angela K. Washington'.

Angela K. Washington

AKW/yjr
Enclosures

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

TITLE CO.: Hexter-Fair Title Company

SETTLEMENT STATEMENT

Date.: February 15, 2002

File #: FC0119259

Property Parcels 18-1 & 18-2, Addison, TX
Bk 7 Belt Line Marsh Bldg PK, David Myers Survey, A-923, Dallas County, Texas
 Seller Aetna Life Insurance Company
 Buyer Town of Addison
 Place of Closing 8333 Douglas Avenue, Suite 130, Dallas, TX 75225
Hexter-Fair Title Company

BUYER'S STATEMENT

CHARGES TO BUYER

Purchase Price.....	\$	43,395.00
Document Preparation to Fair & Watta, P.C.....	\$	
Title Insurance to Hexter-Fair Title Company.....	\$	538.00
75.00%/\$403.50 to David L. Fair		
Courier Fees to Hexter-Fair Title Company.....	\$	20.00
Escrow Fee to Hexter-Fair Title Company.....	\$	150.00
Tax Certificates to Hexter-Fair Title Company.....	\$	30.56
Overnight Delivery to Hexter-Fair Title Company.....	\$	
Restrictions to Hexter-Fair Title Company.....	\$	10.83
Court Copies to Hexter-Fair Title Company.....	\$	
Recording Fees to Dallas County Clerk.....	\$	85.00

TOTAL CHARGES\$ 44,229.39

CREDITS TO BUYER

TOTAL CREDITS\$

TOTAL CASH REQUIRED BY BUYER\$ 44,229.39

Purchaser understands the Closing of Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement.

Purchaser understands that tax and insurance prorations 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 HEXTER-FAIR TITLE COMPANY to make expenditures and disbursements as shown above and approves 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.

Town of Addison

BUYER: By:



 Name: Ron Whitehead
Title: CITY MANAGER

Hexter-Fair Title Company

TITLE CO.: Hexter-Fair Title Company

SETTLEMENT STATEMENT

Date.: February 15, 2002

File #: PC01139259

Property Parcels 18-1 & 18-2, Addison, TXBk 7 Belt Line Marsh Bus PK, David Myers Survey, A-923, Dallas County, TexasSeller Aetna Life Insurance CompanyBuyer Town of AddisonPlace of Closing 8333 Douglas Avenue, Suite 130, Dallas, TX 75225
Hexter-Fair Title Company

BUYER'S STATEMENT

CHARGES TO BUYER

Purchase Price.....	\$	<u>43,395.00</u>
Document Preparation to Fair & Watts, P.C.....	\$	<u> </u>
Title Insurance to Hexter-Fair Title Company.....	\$	<u>598.00</u>
75.00%/\$403.50 to David L. Fair		
Courier Fees to Hexter-Fair Title Company.....	\$	<u>20.00</u>
Escrow Fee to Hexter-Fair Title Company.....	\$	<u>150.00</u>
Tax Certificates to Hexter-Fair Title Company.....	\$	<u>30.56</u>
Overnight Delivery to Hexter-Fair Title Company.....	\$	<u> </u>
Restrictions to Hexter-Fair Title Company.....	\$	<u>10.83</u>
Court Copies to Hexter-Fair Title Company.....	\$	<u> </u>
Recording Fees to Dallas County Clerk.....	\$	<u>85.00</u>

TOTAL CHARGES\$ 44,229.39

CREDITS TO BUYER

TOTAL CREDITS\$ TOTAL CASH REQUIRED BY BUYER\$ 44,229.39

Purchaser understands the Closing of Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement.

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The undersigned hereby authorizes HEXTER-FAIR TITLE COMPANY to make expenditures and disbursements as shown above and approves 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.

Town of Addison

OUTER: By: _____

Name: _____

Title: _____

Hexter-Fair Title Company

Hexter-Fair Title Company
8333 Douglas Avenue, Suite 130
Dallas, TX 75225

WIRING INSTRUCTIONS

BANK: BANK OF TEXAS, N.A.
5956 Sherry Lane
Suite 1800
Dallas, TX 75225

ABA#: 111014325

TO: Hexter-Fair Title Company

ACCT#: 0034595

REFERENCE: GF# PC01139259

NAME: Aetna Life Insurance to Town of Addison

Thank you!

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

February 22, 2002

Mr. David Spence
Hexter-Fair Title Company
8333 Douglas Avenue, Suite 130
Dallas, Texas 75225

RE: Your File No. PC01139259

Dear David:

Enclosed for filing are the following original documents:

1. Right-of-Way Deed for Parcels 18-1 and 18-2;
2. Temporary Construction Easement for Parcel 18-TE;
3. Temporary Construction Easement for Driveway Exhibits A, B, C, and D.

I have forwarded the Buyer's Settlement Statement to the Town of Addison. Copies of the file-marked documents should be returned to me. Please advise when the transaction is complete. If you have any questions or need anything further, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

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

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

February 22, 2002

VIA FACSIMILE (646) 349-1943

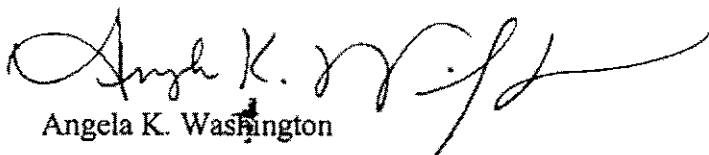
Mr. Chuck Rubenstein
Tarragon Realty Investors, Inc.
1775 Broadway, 23rd Floor
New York, NY 10019

RE: Waiver and Subordination in Connection with Waterline Easements/Addison, Texas

Dear Chuck:

Due to matters outside of the City's control, the Town of Addison must commence construction on the water line. Thus, the Town has informed me that if we cannot obtain closure on this matter next week, it will have to forgo the transaction with Tarragon Brooks and redesign the project. The Town is not opposed to additional costs, provided such costs are nominal; however, it cannot afford any additional delay. I am aware that reviews by CapMark and Fannie Mae may not be within your control. Thus, I am copying Melinda Mobley with CapMark so that they are aware of our time frame. I do appreciate your assistance in this matter and will be in touch next week to determine whether closure can be reached or we have to forego the transaction.

Sincerely,


Angela K. Washington

AKW/yjr

c: Ms. Melinda Mobley
Mr. Steve Chutchian
Mr. Kenneth Dippel

VIA FACSIMILE (404) 654-2726

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

RIGHT-OF-WAY DEED

DATE: January 24, 2002

GRANTOR: AETNA LIFE INSURANCE COMPANY
 c/o UBS Realty Investors, L.L.C.
 242 Trumbull Street
 Hartford, Connecticut 06103-1212

GRANTEE: Town of Addison, Texas
 5300 Belt Line Road
 Addison, TX 75001
 (Dallas County, Texas)

CONSIDERATION:

FORTY-THREE THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS AND 00/100 (\$43,395.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Two tracts of land, herein referred to as Parcels 18-1 and 18-2, together containing approximately 7,679 square feet of land, and more particularly described in Exhibit A-1 (Parcel 18-1 Field Note Description) and Exhibit A-2 (Parcel 18-2 Field Note Description), and depicted on Exhibit B-1 (Parcel 18-1 Survey Depiction) and Exhibit B-2 (Parcel 18-2 Survey Depiction), all of which are attached hereto and incorporated herein by reference.

CONVEYANCE:

Grantor, for the consideration described above 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, subject to the Permitted Exceptions (as defined herein). 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, by, through, or under Grantor, but not otherwise.

The Property is being sold by Grantor to Grantee subject to the Permitted Exceptions, and Grantee hereby accepts title to the Property subject to all of the Permitted Exceptions. The following shall constitute the "Permitted Exceptions": (i) all matters of public record, (ii) all matters that would be revealed by a physical inspection or survey of the Property, (iii) all matters common to any plat of subdivision in which the Property is located, and (iv) any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or protrusions or any overlapping of improvements. The parties hereto agree and acknowledge that the Property shall be conveyed and accepted "AS IS" without representation or warranty, and that Grantor has not made and does not make hereby any representations or warranties, express or implied (other than the warranty of title contained herein) relating to any aspect of the Property, and Grantor hereby disclaims and renounces any such representation or warranty. The parties hereto agree and acknowledge that Grantee has conducted such investigations, studies and examinations of the matters deemed by Grantee to be necessary to determine whether the Property, including, but expressly not limited to environmental conditions and all other matters, is acceptable to Grantee.

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.

AETNA LIFE INSURANCE COMPANY JHT

By: Fernando Treviso
Print Name: FERNANDO TREVISIO
Print Title: ASST VICE PRESIDENT

ACCEPTED BY TOWN OF ADDISON
By: Ron Whitehead
Print Name: RON WHITEHEAD
Print Title: CITY MANAGER
Date: FEBRUARY 1, 2002

STATE OF TEXAS

§
§
§

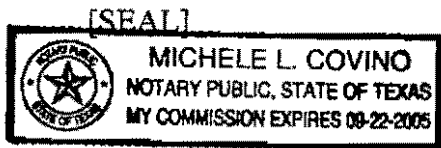
COUNTY OF DALLAS

Before Me, the undersigned notary public in and for said county and state, on this 1ST day of FEBRUARY, 2002, personally appeared RON WHITEHEAD, 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.

Michele L. Covino
Notary Public, State of Texas
Print Name: MICHELE L. COVINO

My Commission Expires:

09-22-2005



Parcel 18-1
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0782 acre (3,407 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 12.463 acre tract of land conveyed to Aetna Life Insurance Company on December 21, 1982 and recorded in Volume 82250, Page 0285 of the Deed Records of Dallas County, Texas, also being out of Block 2 of Belt Line-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated December 11, 1979 and recorded in Volume 79252, Page 0210 of said Deed Records, said 0.0782 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod set for the North corner of a 10 foot cutback corner located at the Southwest intersection of Realty Road (60 feet wide) with Business Avenue (60 feet wide), both streets being dedicated by the plat of Beltline-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated April 17, 1978 and recorded in Volume 78155, Page 0001 of said Deed Records, said point also being the most Northerly Northeast corners of said called 12.463 acre tract and said Block 2;

THENCE, SOUTH 39°02'36" EAST (Called South 38°51'40" East), along the North lines of said called 12.463 acre tract and said Block 2 and a cutback line, a distance of 15.56 feet to a 5/8 inch iron rod set in the West right of way line of said Business Avenue for the common South corner of said 10 foot cutback corner and most Easterly Northeast corners of said called 12.463 acre tract and said Block 2;

THENCE, SOUTH 00°06'18" EAST (Called South 00°04'38" West), departing said cutback line and along the common East lines of said called 12.463 acre tract and said Block 2 and West right of way line of said Business Avenue, a distance of 22.60 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

THENCE, departing said common line and along the proposed South right of way line of Arapaho Road the following courses and distances;

PARCEL 18-1 - ARAPAHO ROAD PROJECT

NORTH 40°38'25" WEST, a distance of 49.54 feet to a 5/8" iron set for an angle point;

NORTH 77°59'35" WEST, a distance of 428.48 feet to a 5/8" iron set;

SOUTH 12°22'29" WEST, a distance of 6.30 feet to a 5/8" iron set;

NORTH 78°26'42" WEST, a distance of 222.74 feet to a 5/8 inch iron rod set for an angle point;

NORTH 77°58'55" WEST, a distance of 79.56 feet to a 5/8" iron rod set in the common North lines of said 12.463 acre tract and said Block 2 and South right of way line of said Realty Road, said point being the beginning of a non-tangent curve to the left;

THENCE, departing said line and along in the common North lines of said 12.463 acre tract and said Block 2 and South right of way line of said Realty Road the following courses and distances;

SOUTHEASTERLY, along the arc of a curve to the left having a radius of 530.00 feet, a central angle of 8°06'35", a chord bearing South 82°02'12" East for 74.95 feet, for an arc distance of 75.02 feet to a 5/8 inch iron rod set for the point of reverse curvature of a curve to the right;

SOUTHEASTERLY, along the arc of said curve to the right having a radius of 470.00 feet, a central angle of 8°06'35", a chord bearing South 82°02'12" East for 66.47 feet, for an arc distance of 66.52 feet to a 5/8 inch iron rod set for the point of tangency;

SOUTH 77°58'55" EAST (Called South 77°47'59" East), a distance of 612.28 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.0782 acres or 3,407 square feet of land within the metes recited.

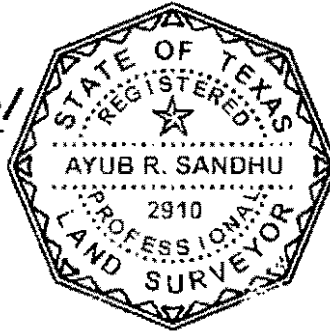
PARCEL 18-1 - ARAPAHO ROAD PROJECT

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 11-5-01
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



Parcel 18-2
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0981 acre (4,272 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 12.463 acre tract of land conveyed to Aetna Life Insurance Company recorded in Volume 82250, Page 0285 of the Deed Records of Dallas County, Texas, also being out of Block 2 of Belt Line-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat recorded in Volume 79252, Page 0210 of said Deed Records, said 0.0029 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod set for the South corner of a 15 foot cutback corner located at the Southeast intersection of Realty Road (variable width) with Marsh Lane (100 feet wide), both streets being dedicated by the plat of Beltline-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat recorded in Volume 78155, Page 0001 of said Deed Records, said point also being the most Westerly Northwest corners of said called 12.463 acre tract and said Block 2;

THENCE, NORTH $66^{\circ}51'14''$ EAST (Called North $67^{\circ}02'44''$ East), along the common North lines of said called 12.463 acre tract and said Block 2 and a cutback line, a distance of 24.53 feet to a 5/8 inch iron rod set in the South right of way line of said Realty Road for the common North corner of said cutback corner and most Northerly Northwest corners of said called 12.463 acre tract and said Block 2;

THENCE, SOUTH $77^{\circ}58'55''$ EAST (Called South $77^{\circ}47'59''$ East), departing said cutback line and along the common North lines of said called 12.463 acre tract and said Block 2 and South right of way line of said Realty Road, a distance of 138.76 feet to a 5/8 inch iron rod set in the proposed South Right of way line of Arapaho Road;

THENCE, departing said common line and along the proposed South right of way line of Arapaho Road the following courses and distances:

NORTH $84^{\circ}19'52''$ WEST, a distance of 16.37 feet to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;

PARCEL 18-2 - ARAPAHO ROAD PROJECT

WESTERLY, along the arc of said curve to the left having a radius of 190.50 feet, a central angle of $07^{\circ}34'55''$, a chord bearing North $88^{\circ}07'20''$ West for 25.19 feet, for an arc distance of 25.21 feet to a 5/8 inch iron rod set for the point of reverse curvature to a curve to the right;

WESTERLY, along the arc of said curve to the right having a radius of 209.50 feet, a central angle of $13^{\circ}28'05''$, a chord bearing North $85^{\circ}10'44''$ West for 49.13 feet, for an arc distance of 49.25 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

NORTH $78^{\circ}26'42''$ WEST, a distance of 21.38 feet to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;

SOUTHWESTERLY, along the arc of said curve to the left having a radius of 50.50 feet, a central angle of $69^{\circ}49'24''$, a chord bearing South $66^{\circ}38'36''$ West for 57.80 feet, for an arc distance of 61.54 feet to a 5/8 inch iron rod set for the point of tangency of said curve in the proposed East line of Marsh Lane;

THENCE, departing said proposed South line of Arapaho Road and along said proposed East line of Marsh Lane the following courses and distances;

SOUTH $31^{\circ}43'54''$ WEST, a distance of 149.04 feet to a 5/8 inch iron rod set for the beginning of a tangent curve to the right;

SOUTHWESTERLY, along the arc of said curve to the right having a radius of 159.50 feet, a central angle of $6^{\circ}19'20''$, a chord bearing South $34^{\circ}53'34''$ West for 17.59 feet, for an arc distance of 17.60 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

SOUTH $38^{\circ}03'14''$ WEST, a distance of 72.77 feet to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;

PARCEL 18-2 - ARAPAHO ROAD PROJECT

SOUTHWESTERLY, along the arc of said curve to the left having a radius of 290.50 feet, a central angle of 7°55'19", a chord bearing South 34°05'35" West for 40.13 feet, for an arc distance of 40.17 feet to a 5/8 inch iron rod set for the end of said curve being in a curve of the common existing East right of way line of said Marsh Lane and West line of said called 12.463 acre tract and said Block 2;

THENCE, NORTHEASTERLY, departing said proposed East right of way line of Marsh Lane, along said common existing East right of way line of Marsh Land and West line of said called 12.463 acre tract and said Block 2 and along the arc of said curve to the right, having a radius of 1223.24 feet, a central angle of 01°34'35", a chord bearing North 30°55'13" East for 33.65 feet, for an arc distance of 33.65 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH 31°42'30" EAST (Called North 31°53'26" East), continuing along said common line, a distance of 275.26 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.0981 acres or 4,272 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 7-24-01
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

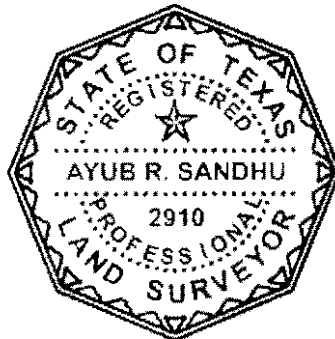


EXHIBIT B-1



LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 39°02'36" E	S38°51'40"E	15.56'	-
L2	S 00°06'18" E	500°04'38"W	22.60'	-
L3	N 40°38'25" W	-	49.54'	-
L4	S 12°22'29" W	-	8.30'	-
L5	N 77°58'55" W	-	79.58'	-

CURVE TABLE				CHORD
CURVE	DELTA	RADIUS	LENGTH	
C1	8°08'35"	530.00'	75.02'	S 82°02'12" E - 74.95'
C2	8°08'35"	470.00'	66.52'	S 82°02'12" E - 68.47'

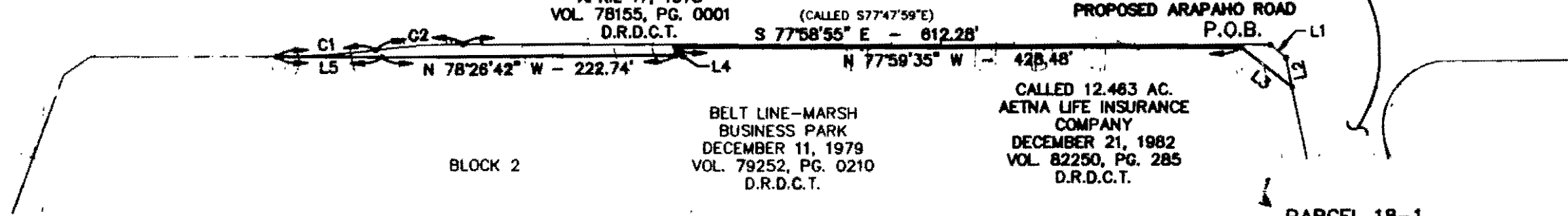
DAVID MYERS SURVEY
A-923

MARSH LANE
100' R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.

BUSINESS AVENUE
80' R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.

REALTY ROAD
VARIABLE R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.

PROPOSED ARAPAHO ROAD
P.O.B.



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

April K. Sand
11-5-01

PARCEL 18-1
A PLAT OF A
0.0782 ACRE (3,407 SQ. FT.)
TRACT OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

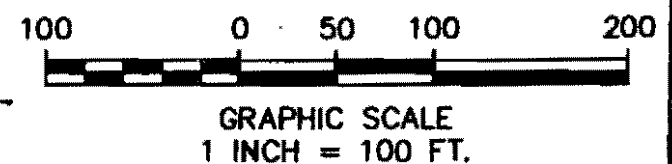
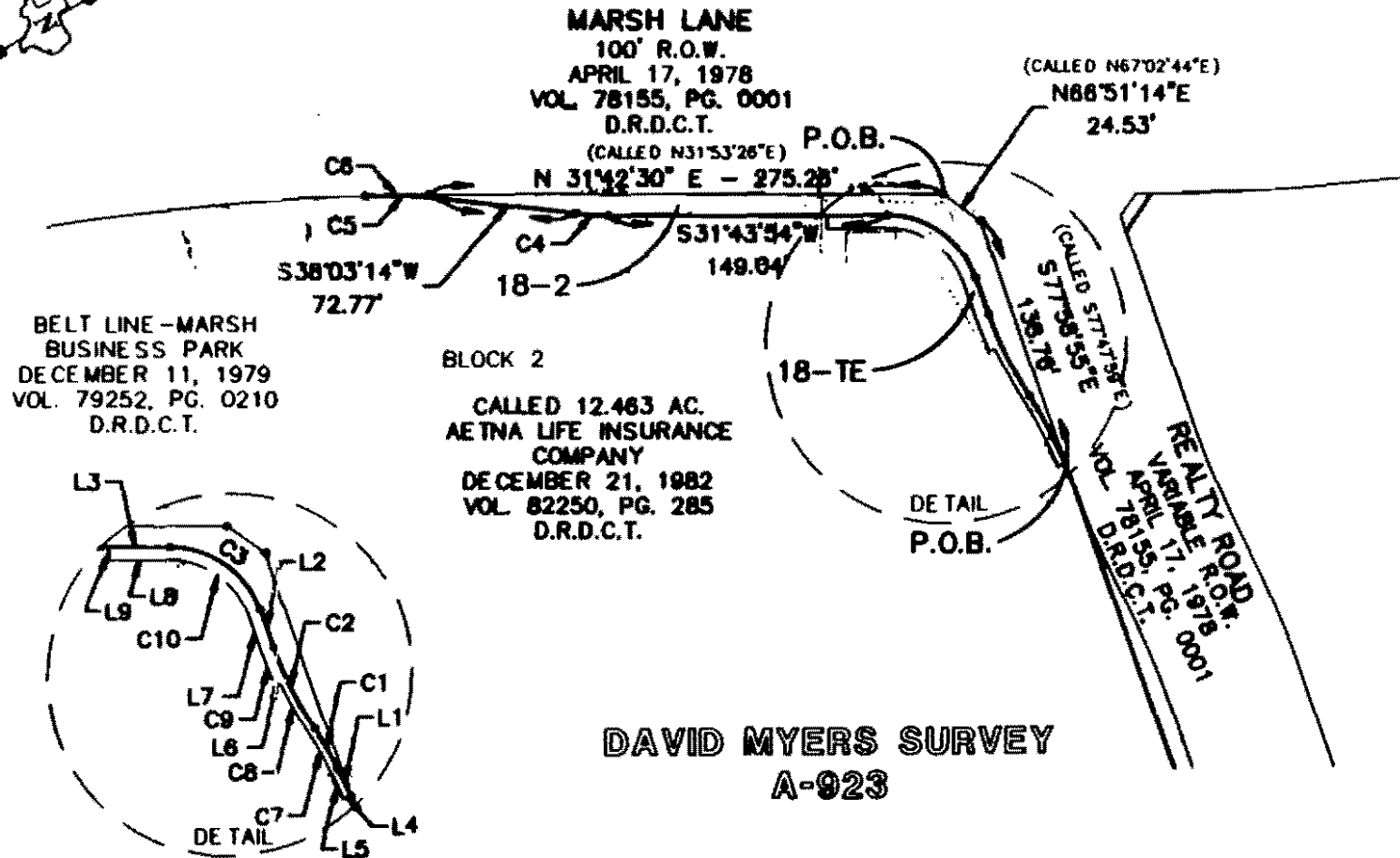
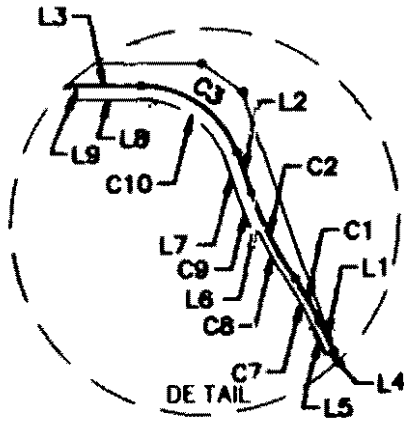


EXHIBIT B-2



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	7°34'55"	190.50'	25.21'	N 88°07'20" W - 25.19'
C2	13°28'05"	209.50'	49.25'	N 85°10'44" W - 49.13'
C3	69°49'24"	50.50'	61.54'	S 66°38'36" W - 57.80'
C4	6°19'20"	159.50'	17.60'	S 34°53'34" W - 17.59'
C5	7°55'19"	290.50'	40.17'	S 34°05'35" W - 40.13'
C6	1°34'35"	1,223.24'	33.65'	N 30°55'13" E - 33.65'
C7	7°34'55"	186.50'	24.68'	N 88°07'20" W - 24.68'
C8	8°19'37"	213.50'	31.03'	N 87°44'59" W - 31.00'
C9	5°01'11"	216.50'	19.16'	N 80°58'47" W - 19.15'
C10	69°49'24"	43.50'	53.01'	S 66°38'36" W - 49.79'

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	N 84°19'52" W	-	16.37'	-
L2	N 78°26'42" W	-	21.38'	-
L3	N 31°43'54" E	-	32.23'	-
L4	S 11°33'07" W	-	4.02'	-
L5	N 84°19'52" W	-	15.96'	-
L6	S 11°33'19" W	-	3.01'	-
L7	N 78°26'42" W	-	21.38'	-
L8	S 31°43'54" W	-	32.23'	-
L9	N 58°16'05" W	-	7.00'	-



DAVID MYERS SURVEY
A-923

PARCEL 18-2, 18-TE
A PLAT OF A
0.0981 ACRE (4,272 SQ. FT.),
0.0275 ACRE (1,197 SQ. FT.)
TRACTS OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
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

Agelo K. Davis
7-24-01



GRAPHIC SCALE
1 INCH = 100 FT.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

§

§

THAT AETNA LIFE INSURANCE COMPANY, hereinafter called GRANTOR, having an address at c/o UBS Realty Investors, L.L.C., 242 Trumbull Street, Hartford, Connecticut 06103-1212, 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, having an address at 5300 Belt Line Road, Addison, Texas 75001, a temporary easement and right to pass over, along, under and across a portion of GRANTOR'S property (the "Easement Rights"), shown and depicted on EXHIBIT B, attached to and incorporated herein (the "Easement Area"), for the purpose of constructing a roadway to be known as Arapaho Road (the "Roadway"). The Easement Area is described as follows:

See attached EXHIBIT A (Field Note Description for Parcel 18-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 the Roadway adjacent to the Easement Area and 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, or thirty (30) months following the date hereof, whichever is earlier.

Upon the expiration of this temporary construction easement by the terms hereof, Grantee, at its sole cost and expense, shall promptly restore and repair the Easement Area to the same or better condition existing as of the date of this temporary construction easement and to Grantor's reasonable satisfaction. Further, if any disturbance or damage to any of Grantor's property other than the Easement Area as specifically contemplated herein is caused by Grantee's exercise of any of the Easement Rights or use of the Easement Area, at Grantor's option, Grantee, at its sole cost and expense, shall promptly restore and repair any disturbed or damaged area to the same or better condition existing as of the date of this temporary construction easement and to Grantor's reasonable satisfaction (collectively, the "Restoration Obligations"). Grantor shall exercise such option by written notice thereof to Grantee within 10 days after the termination or expiration of this temporary construction easement. The Restoration Obligations shall apply to the Easement Area upon the expiration of this temporary construction easement by the terms hereof. The Restoration Obligations shall survive the termination or expiration of this temporary construction easement and any of the Easement Rights.

Grantee understands and agrees that by Grantor's grant of the Easement Rights, Grantor is not representing nor warranting as to any matter or condition (express or implied) and Grantor specifically negates and disclaims any representations and warranties, including without limitation, any representations and warranties with respect to the adequacy or sufficiency of any of the easement or otherwise, and the easement and the grant of the Easement Rights are and shall be "**AS IS, WHERE IS, WITH ALL FAULTS**" with no representation or warranty other than the warranty of title set forth herein.

Grantee shall indemnify and hold harmless Grantor and its affiliates and partners and respective officers, directors and employees from and against any and all liability, actions, causes of action, damages, claims, lawsuits, judgments costs and expenses for personal injury or property damage suffered by any person to the extent that such injury or damage is caused by any act or omission of Grantee in connection with work performed by or for Grantee under this temporary construction easement; provided, however, that such indemnity is provided by Grantee without waiving any immunity that it may be entitled to, and further such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the applicable provisions of the Texas Tort Claims Act, as amended. In providing this indemnity, Grantee is not waiving any defense afforded by federal or Texas law, and this indemnity is solely for the benefit of Grantor and its affiliates and respective officers, directors and employees and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This indemnification shall survive the termination or expiration of this Easement Agreement and any of the Easement Rights.

Grantee shall name Grantor as an additional insured on its insurance policy for purposes of protecting Grantor against any claims, liabilities, losses or suits arising out of or in connection with Grantee's use of the Easement Area or work performed by or for Grantee under this temporary construction easement. Grantee has delivered to Grantor a certificate evidencing the insurance coverage required hereunder. Grantee shall deliver such a certificate to Grantor annually during the effective period of this easement, and such certificate shall require the insurance carrier to endeavor to mail 30 days written notice to Grantor of any cancellation or material change. In addition, in the event of cancellation or material change, Grantee shall provide notice to Grantor of such cancellation or material change within 10 days after its receipt of such notice by the insurance carrier. Premiums with respect to policies required to be carried by Grantee will be paid by Grantee.

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, by, through or under Grantor, but not otherwise. This temporary construction easement and the Easement Area is subject to: (i) all matters of public record, (ii) all matters that would be revealed by a physical inspection or survey of the Easement Area, (iii) all matters common to any plat of subdivision in which the Easement Area is located, and (iv) any

discrepancies, conflicts or shortages in area or boundary lines or any encroachments or protrusions or any overlapping of improvements.

EXECUTED this _____ day of _____, 2002.

GRANTOR
AETNA LIFE INSURANCE COMPANY

WP By: Fernando Treviso
Print Name: FERNANDO TREVISO
Print Title: ASST VICE PRESIDENT

ACCEPTED BY TOWN OF ADDISON
By: Ron Whitehead
Print Name: RON WHITEHEAD
Print Title: CITY MANAGER
Date: FEBRUARY 1, 2002

STATE OF CONNECTICUT §
COUNTY OF HARTFORD §

BEFORE ME, the undersigned notary public in and for said county and state, on this 24th day of February, 2002, personally appeared Francis Terzian, 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.

Wanda I. Cichowski

WANDA I. CICHOWSKI
Notary Public
My Commission Expires
January 31, 2003

MY COMMISSION EXPIRES:

January 31, 2003

[SEAL]

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 1st day of February, 2002, personally appeared RON WHITEHEAD, 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.

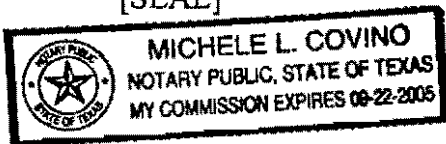
GIVEN UNDER my hand and seal of office the day and year last above written.

Michele L. Covino
Notary Public, State of Texas
Print Name: MICHELE L. COVINO

MY COMMISSION EXPIRES:

09-22-2005

[SEAL]



Parcel 18-TE
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0275 acre (1,197 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 12.463 acre tract of land conveyed to Aetna Life Insurance Company recorded in Volume 82250, Page 0285 of the Deed Records of Dallas County, Texas, also being out of Block 2 of Belt Line-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat recorded in Volume 79252, Page 0210 of said Deed Records, said 0.0029 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod set for the South corner of a 15 foot cutback corner located at the Southeast intersection of Realty Road (variable width) with Marsh Lane (100 feet wide), both streets being dedicated by the plat of Beltline-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat recorded in Volume 78155, Page 0001 of said Deed Records, said point also being the most Westerly Northwest corners of said called 12.463 acre tract and said Block 2;

THENCE, NORTH 66°51'14" EAST (Called North 67°02'44" East), along the common North lines of said called 12.463 acre tract and said Block 2 and a cutback line, a distance of 24.53 feet to a 5/8 inch iron rod set in the South right of way line of said Realty Road for the common North corner of said cutback corner and most Northerly Northwest corners of said called 12.463 acre tract and said Block 2;

THENCE, SOUTH 77°58'55" EAST (Called South 77°47'59" East), departing said cutback line and along the common North lines of said called 12.463 acre tract and said Block 2 and South right of way line of said Realty Road, a distance of 138.76 feet to a 5/8 inch iron rod set in the proposed South Right of way of Arapaho Road for the Northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, SOUTH 11°33'07" WEST, departing said common line, a distance of 4.02 feet to a point for corner;

THENCE, along the Southerly line of the herein described tract the following courses and distances:

PARCEL 18-TE - ARAPAHO ROAD PROJECT

NORTH 84°19'52" WEST, a distance of 15.96 feet to the point of curvature of a curve to the left;

WESTERLY, along the arc of said curve to the left having a radius of 186.50 feet, a central angle of 07°34'55", a chord bearing North 88°07'20" West for 24.66 feet, for an arc distance of 24.68 feet to the point of reverse curvature to a curve to the right;

WESTERLY, along the arc of said curve to the right having a radius of 213.50 feet, a central angle of 08°19'37", a chord bearing North 87°44'59" West for 31.00 feet, for an arc distance of 31.03 feet to the end of said curve;

SOUTH 11°33'19 WEST, a distance of 3.01 feet to the beginning of a non-tangent curve to the right;

WESTERLY, along the arc of said curve to the right having a radius of 216.50 feet, a central angle of 05°01'11", a chord bearing North 80°58'47" West for 19.15 feet, for an arc distance of 19.16 feet to the point of tangency of said curve;

NORTH 78°26'42" WEST, a distance of 21.38 feet to the beginning of a tangent curve to the left;

SOUTHWESTERLY, along the arc of said curve to the left having a radius of 43.50 feet, a central angle of 69°49'24", a chord bearing South 66°38'36" West for 49.79 feet, for an arc distance of 53.01 feet to the point of tangency of said curve;

SOUTH 31°43'54" WEST, a distance of 32.23 feet to a point for corner;

NORTH 58°16'05" WEST, a distance of 7.00 feet to a point in the proposed East line of Marsh Lane;

THENCE, departing said line and along the common West line of the herein described tract and said proposed East line of March Lane the following courses and distances:

NORTH 31°43'54" EAST, a distance of 32.23 feet to a the beginning of a tangent curve to the right;

PARCEL 18-TE - ARAPAHO ROAD PROJECT

NORTHEASTERLY, along the arc of said curve to the right having a radius of 50.50 feet, a central angle of $69^{\circ}49'24''$, a chord bearing North $66^{\circ}38'36''$ East for 57.80 feet, for an arc distance of 61.54 feet to the point of tangency of said curve in the proposed South right of way line of Arapaho Road;

THENCE, departing said common line and along the common North line of the herein described tract and said proposed South right of way line of Arapaho Road the following courses and distances:

SOUTH $78^{\circ}26'42''$ EAST, a distance of 21.38 feet to the beginning of a tangent curve to the left;

EASTERLY, along the arc of said curve to the left having a radius of 209.50 feet, a central angle of $13^{\circ}28'05''$, a chord bearing South $85^{\circ}10'44''$ East for 49.13 feet, for an arc distance of 49.25 feet to the point of reverse curvature for a curve to the right;

EASTERLY, along the arc of said curve to the right having a radius of 190.50 feet, a central angle of $07^{\circ}34'55''$, a chord bearing South $88^{\circ}07'20''$ East for 25.19 feet, for an arc distance of 25.21 feet to the point of tangency of said curve;

SOUTH $84^{\circ}19'52''$ EAST, a distance of 16.37 feet to the **POINT OF BEGINNING;**

CONTAINING an area of 0.0275 acres or 1,197 square feet of land within the metes recited.

PARCEL 18-TE - 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 7-24-01
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

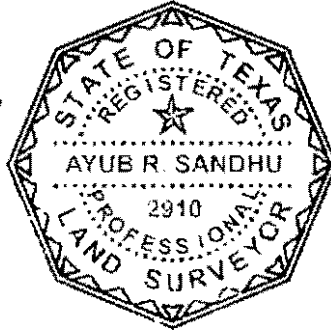
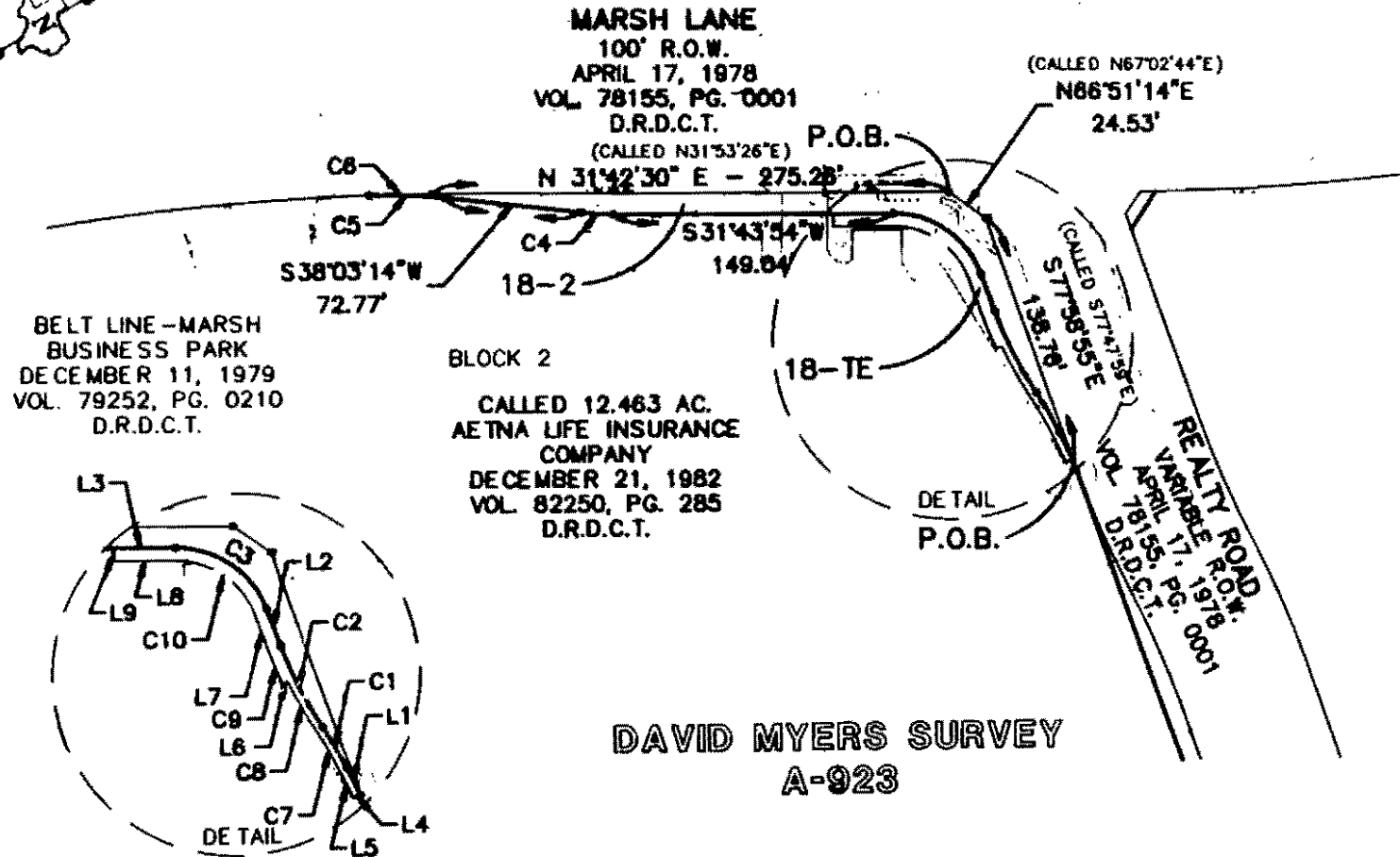


EXHIBIT "B"



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	7°34'55"	190.50'	25.21'	N 88°07'20" W - 25.19'
C2	13°28'05"	209.50'	49.25'	N 85°10'44" W - 49.13'
C3	69°49'24"	50.50'	61.54'	S 66°38'36" W - 57.80'
C4	6°19'20"	159.50'	17.80'	S 34°53'34" W - 17.59'
C5	7°55'19"	290.50'	40.17'	S 34°05'35" W - 40.13'
C6	1°34'35"	1,223.24'	33.65'	N 30°55'13" E - 33.65'
C7	7°34'55"	188.50'	24.65'	N 88°07'20" W - 24.66'
C8	8°19'37"	213.50'	31.03'	N 87°44'59" W - 31.00'
C9	5°01'11"	216.50'	19.16'	N 80°58'47" W - 19.15'
C10	69°49'24"	43.50'	53.01'	S 66°38'36" W - 49.79'

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	N 84°19'52" W	-	16.37'	-
L2	N 78°26'42" W	-	21.38'	-
L3	N 31°43'54" E	-	32.23'	-
L4	S 11°33'07" W	-	4.02'	-
L5	N 84°19'52" W	-	15.96'	-
L6	S 11°33'19" W	-	3.01'	-
L7	N 78°26'42" W	-	21.38'	-
L8	S 31°43'54" W	-	32.23'	-
L9	N 58°16'05" W	-	7.00'	-

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.

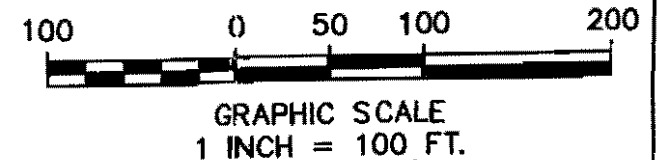
ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

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

Agnes K. Davis
7-24-01

PARCEL 18-2, 18-TE
A PLAT OF A
0.0981 ACRE (4,272 SQ. FT.),
0.0275 ACRE (1,197 SQ. FT.)
TRACTS OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS



Grantee understands and agrees that by Grantor's grant of the Easement Rights, Grantor is not representing nor warranting as to any matter or condition (express or implied) and Grantor specifically negates and disclaims any representations and warranties, including without limitation, any representations and warranties with respect to the adequacy or sufficiency of any of the easement or otherwise, and the easement and the grant of the Easement Rights are and shall be "**AS IS, WHERE IS, WITH ALL FAULTS**" with no representation or warranty other than the warranty of title set forth herein.

Grantee shall indemnify and hold harmless Grantor and its affiliates and partners and respective officers, directors and employees from and against any and all liability, actions, causes of action, damages, claims, lawsuits, judgments costs and expenses for personal injury or property damage suffered by any person to the extent that such injury or damage is caused by any act or omission of Grantee in connection with work performed by or for Grantee under this temporary construction easement; provided, however, that such indemnity is provided by Grantee without waiving any immunity that it may be entitled to, and further such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the applicable provisions of the Texas Tort Claims Act, as amended. In providing this indemnity, Grantee is not waiving any defense afforded by federal or Texas law, and this indemnity is solely for the benefit of Grantor and its affiliates and respective officers, directors and employees and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This indemnification shall survive the termination or expiration of this Easement Agreement and any of the Easement Rights.

Grantee shall name Grantor as an additional insured on its insurance policy for purposes of protecting Grantor against any claims, liabilities, losses or suits arising out of or in connection with Grantee's use of the Easement Area or work performed by or for Grantee under this temporary construction easement. Grantee has delivered to Grantor a certificate evidencing the insurance coverage required hereunder. Grantee shall deliver such a certificate to Grantor annually during the effective period of this easement, and such certificate shall require the insurance carrier to endeavor to mail 30 days written notice to Grantor of any cancellation or material change. In addition, in the event of cancellation or material change, Grantee shall provide notice to Grantor of such cancellation or material change within 10 days after its receipt of such notice by the insurance carrier. Premiums with respect to policies required to be carried by Grantee will be paid by Grantee.

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 and 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, by, through or under Grantor, but not otherwise. This temporary construction easement and the Easement Area is subject to: (i) all matters of public record, (ii) all matters that would be revealed by a physical inspection or survey of the Easement Area, (iii) all matters common to any plat of subdivision in which the Easement Area is located, and (iv) any

discrepancies, conflicts or shortages in area or boundary lines or any encroachments or protrusions or any overlapping of improvements.

EXECUTED this _____ day of _____, 2002.

GRANTOR

AETNA LIFE INSURANCE COMPANY, /s/

By: *Fernando Treviso*

Print Name: FERNANDO TREVISIO

Print Title: ASST VICE PRESIDENT

ACCEPTED BY TOWN OF ADDISON

By: *Ron Whitehead*

Print Name: RON WHITEHEAD

Print Title: CITY MANAGER

Date: FEBRUARY 1, 2002

STATE OF CONNECTICUT §
COUNTY OF HARTFORD §

BEFORE ME, the undersigned notary public in and for said county and state, on this 24th day of January, 2002, personally appeared Fernando Torres, 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.

Wanda I. Cichowski

MY COMMISSION EXPIRES:

January 31, 2003

WANDA I. CICHOWSKI
Notary Public
My Commission Expires
January 31, 2003

[SEAL]

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 1ST day of FEBRUARY, 2002, personally appeared RON WHITEHEAD, 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.

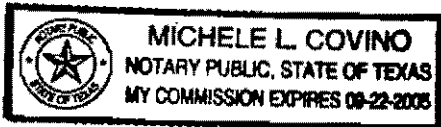
GIVEN UNDER my hand and seal of office the day and year last above written.

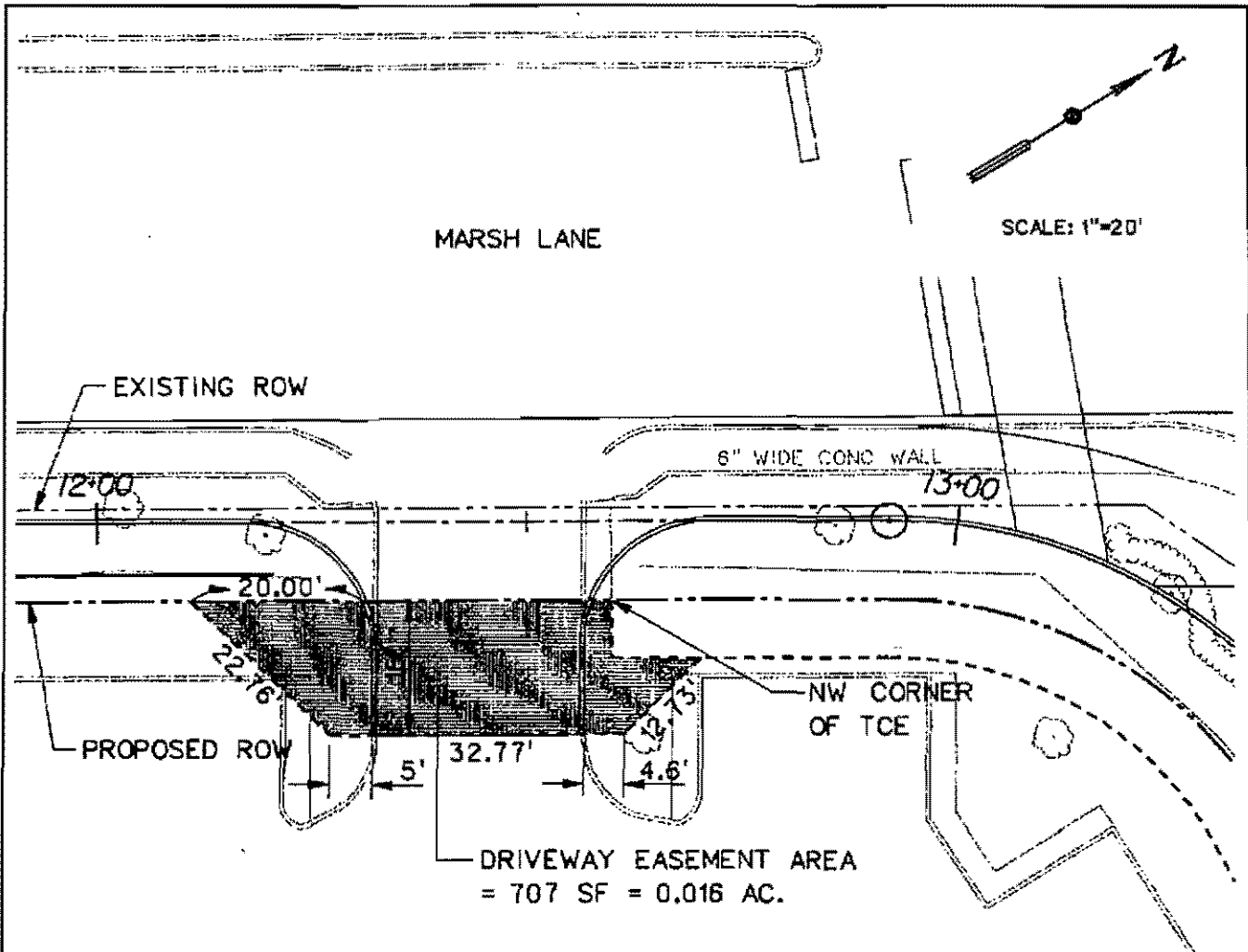
Michele L. Covino
Notary Public, State of Texas
Print Name: MICHELE L. COVINO

MY COMMISSION EXPIRES:

09-22-2005

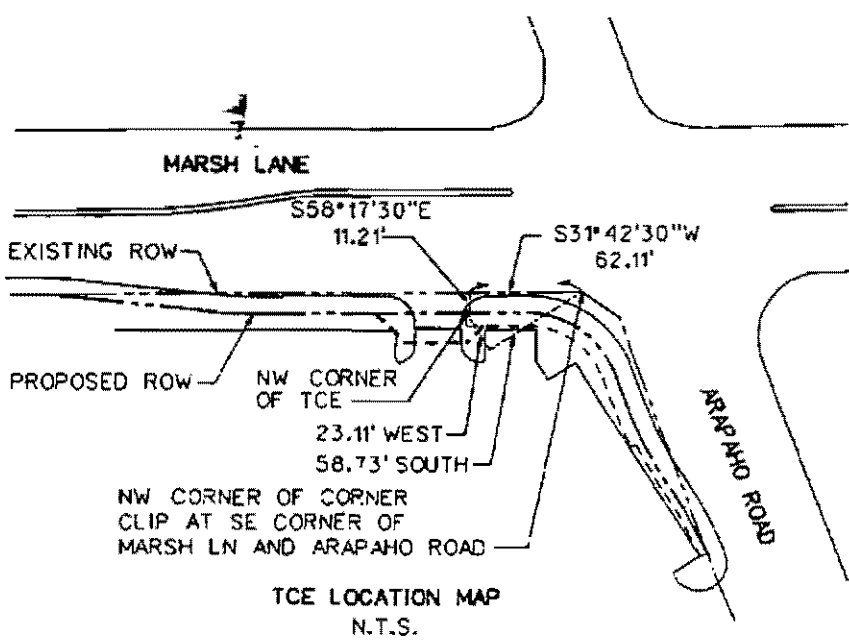
[SEAL]





THE NW CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 58.73' SOUTH AND 23.11' WEST OF THE NW CORNER OF CORNER CLIP AT SE CORNER OF MARSH LN AND ARAPAHO ROAD.

AETNA LIFE INSURANCE COMPANY



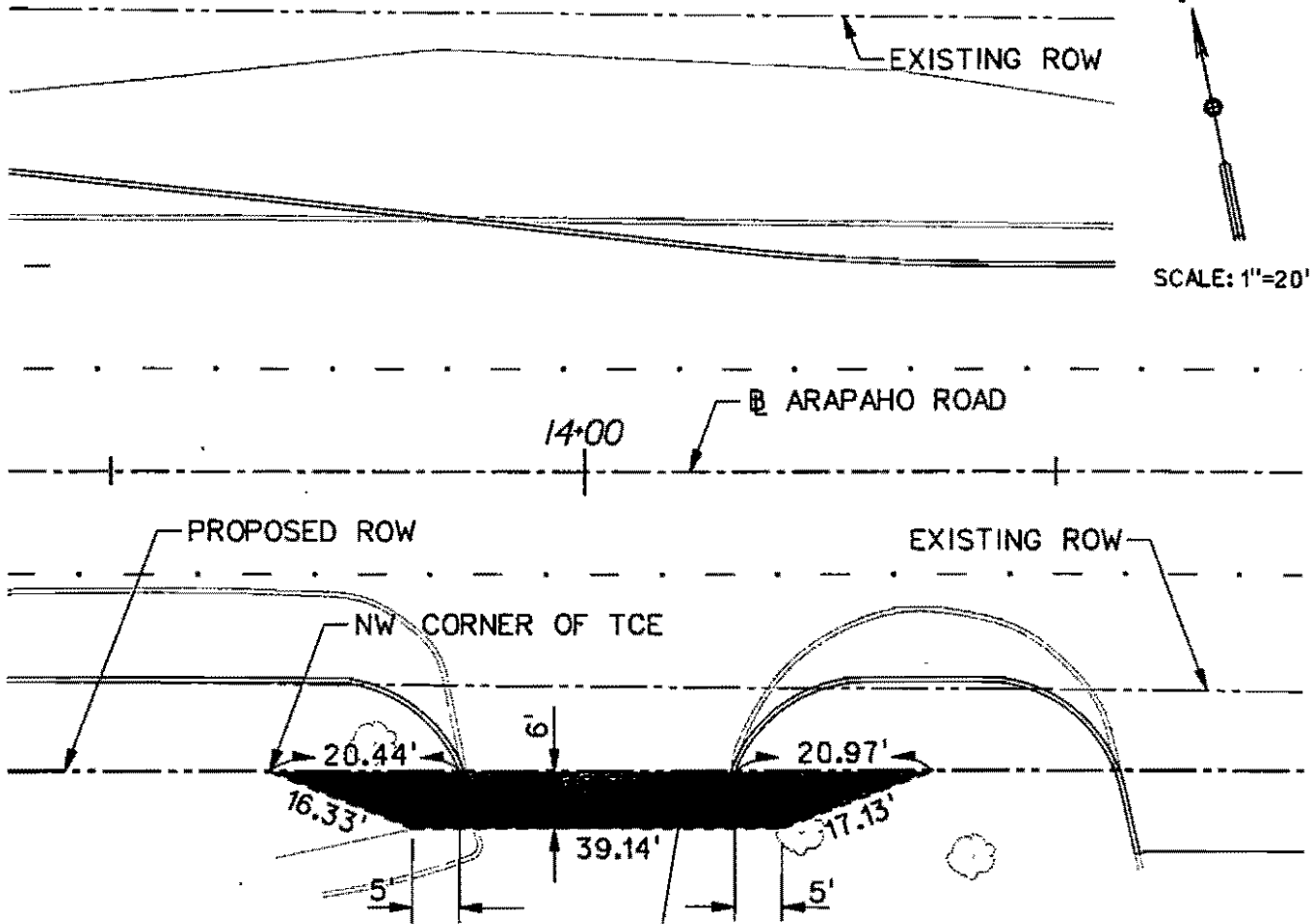
MARSH LANE DRIVEWAY EXHIBIT A

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A. LEE PFLUGER CHILDREN'S TRUST



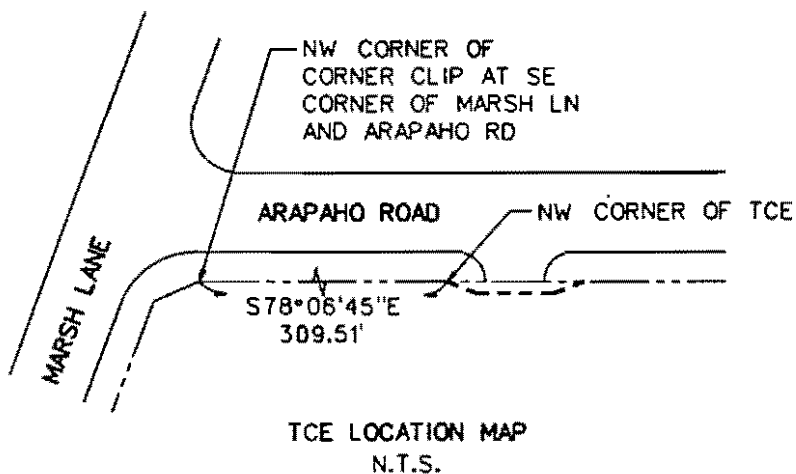
SCALE: 1"=20'



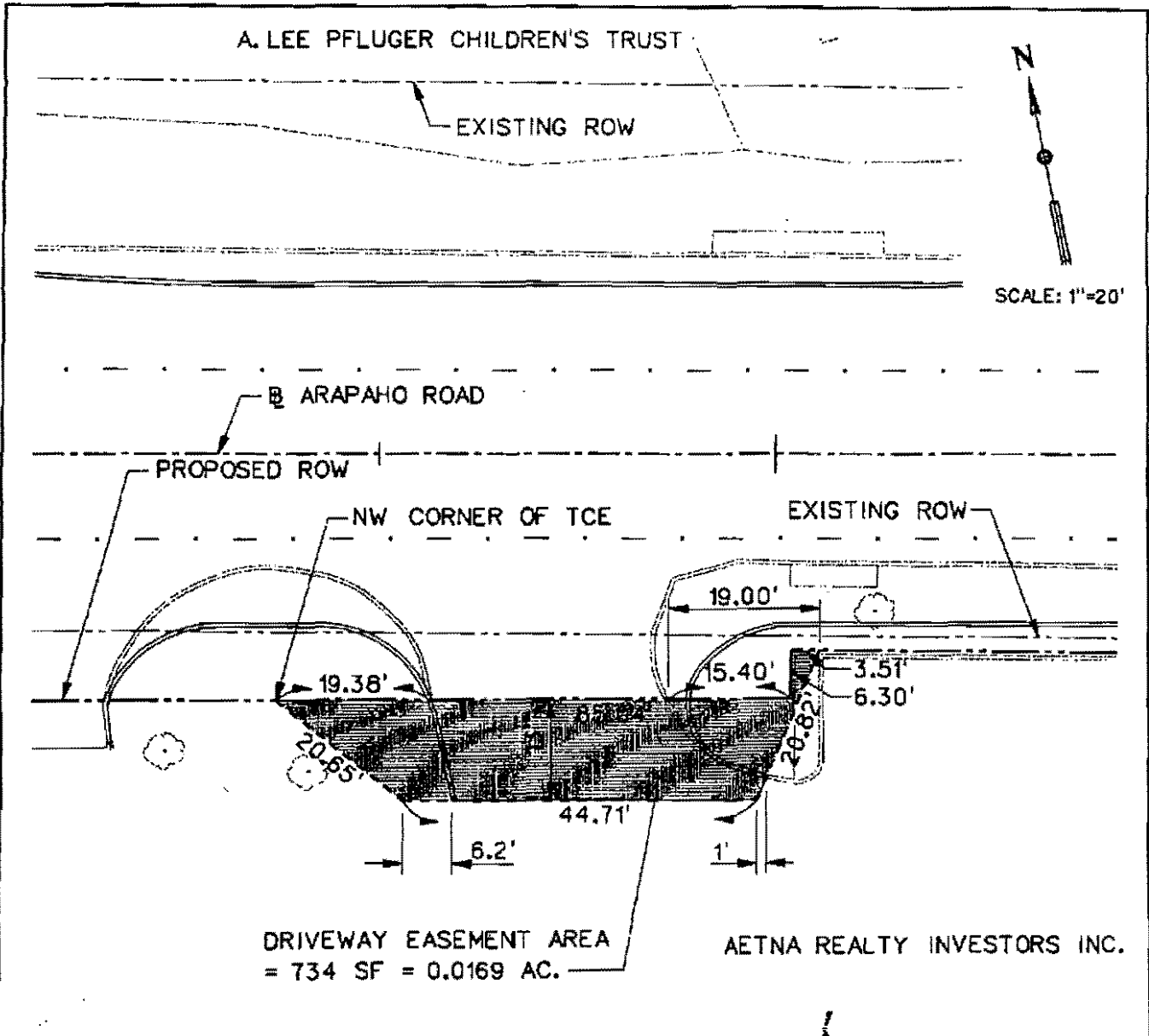
DRIVEWAY EASEMENT AREA
= 329 SF = 0.0075 AC.

AETNA REALTY INVESTORS INC.

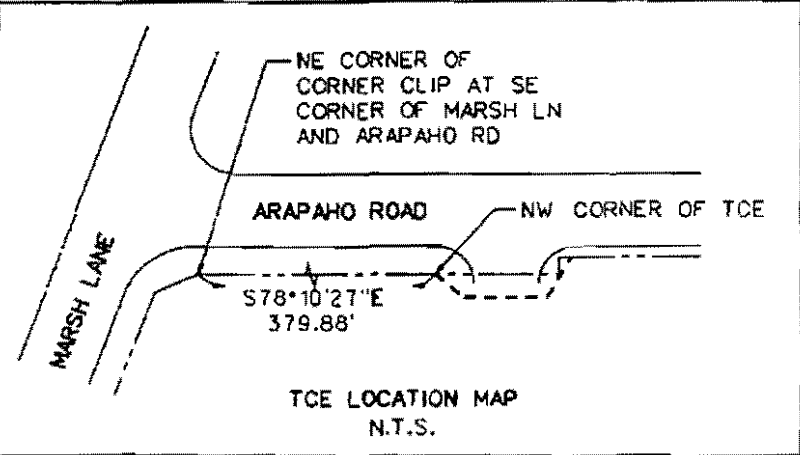
THE NW CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 309.51' AT A BEARING OF S78°06'45"E FROM THE NW CORNER OF CORNER CLIP AT SE CORNER OF MARSH LN AND ARAPAHO RD.



ARAPAHO ROAD
DRIVEWAY EXHIBIT B

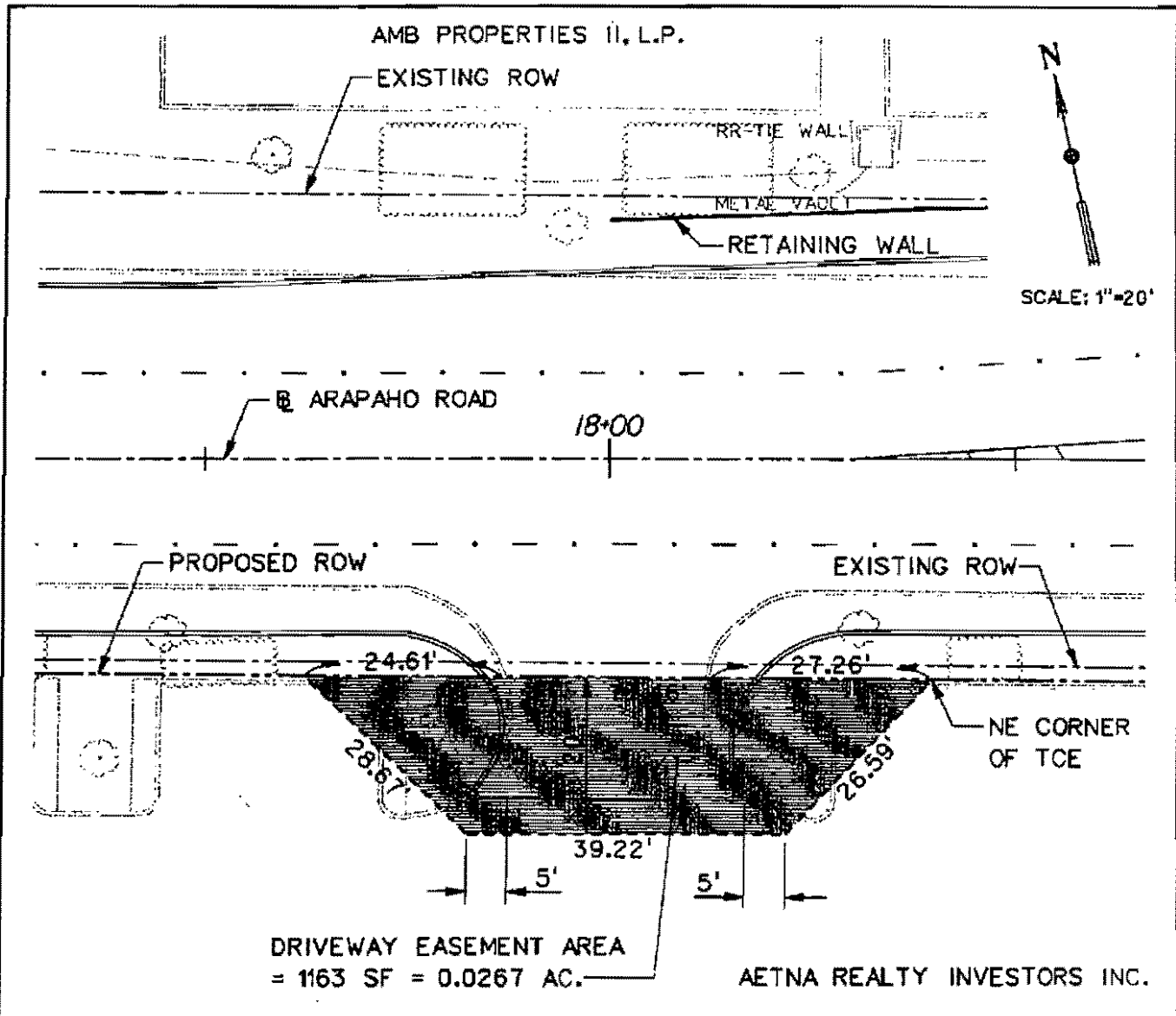


THE NW CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 379.88' AT A BEARING OF S78°10'27"E FROM THE NE CORNER OF CORNER CLIP AT SE CORNER OF MARSH LN AND ARAPAHO RD.

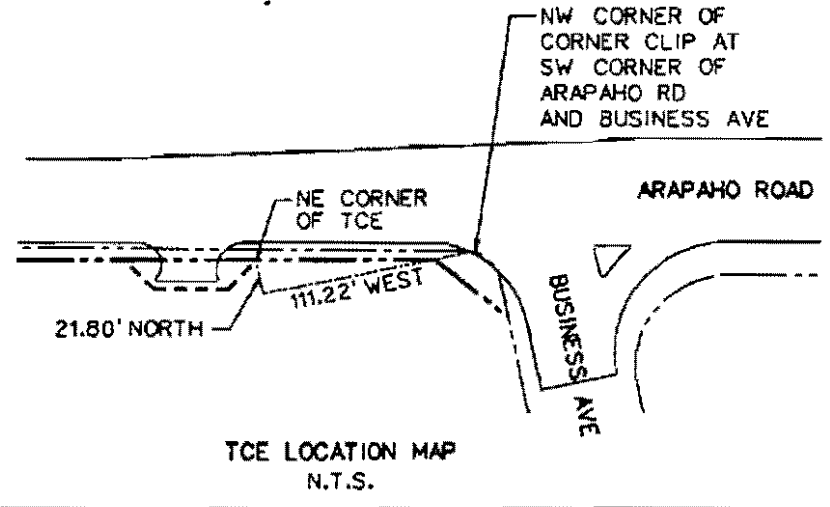


ARAPAHO ROAD
DRIVEWAY EXHIBIT C

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THE NE CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 111.22' WEST AND 21.80' NORTH OF THE NW CORNER OF CORNER CLIP AT SW CORNER OF ARAPAHO RD AND BUSINESS AVE.



ARAPAHO ROAD
DRIVEWAY EXHIBIT D

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STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

RIGHT-OF-WAY DEED

DATE: _____, 2002

GRANTOR: AETNA LIFE INSURANCE COMPANY
c/o UBS Realty Investors, L.L.C.
242 Trumbull Street
Hartford, Connecticut 06103-1212

GRANTEE: Town of Addison, Texas
5300 Belt Line Road
Addison, TX 75001
(Dallas County, Texas)

CONSIDERATION:

FORTY-THREE THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS AND 00/100 (\$43,395.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Two tracts of land, herein referred to as Parcels 18-1 and 18-2, together containing approximately 7,679 square feet of land, and more particularly described in Exhibit A-1 (Parcel 18-1 Field Note Description) and Exhibit A-2 (Parcel 18-2 Field Note Description), and depicted on Exhibit B-1 (Parcel 18-1 Survey Depiction) and Exhibit B-2 (Parcel 18-2 Survey Depiction), all of which are attached hereto and incorporated herein by reference.

CONVEYANCE:

Grantor, for the consideration described above 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, subject to the Permitted Exceptions (as defined herein). 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, by, through, or under Grantor, but not otherwise.

The Property is being sold by Grantor to Grantee subject to the Permitted Exceptions, and Grantee hereby accepts title to the Property subject to all of the Permitted Exceptions. The following shall constitute the "Permitted Exceptions": (i) all matters of public record, (ii) all matters that would be revealed by a physical inspection or survey of the Property, (iii) all matters common to any plat of subdivision in which the Property is located, and (iv) any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or protrusions or any overlapping of improvements. The parties hereto agree and acknowledge that the Property shall be conveyed and accepted "AS IS" without representation or warranty, and that Grantor has not made and does not make hereby any representations or warranties, express or implied (other than the warranty of title contained herein) relating to any aspect of the Property, and Grantor hereby disclaims and renounces any such representation or warranty. The parties hereto agree and acknowledge that Grantee has conducted such investigations, studies and examinations of the matters deemed by Grantee to be necessary to determine whether the Property, including, but expressly not limited to environmental conditions and all other matters, is acceptable to Grantee.

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.

AETNA LIFE INSURANCE COMPANY Jett

aut By: Fernando Treviso
Print Name: FERNANDO TREVISIO
Print Title: ASST VICE PRESIDENT

ACCEPTED BY TOWN OF ADDISON
By: Ron Whitehead
Print Name: RON WHITEHEAD
Print Title: CITY MANAGER
Date: FEBRUARY 1, 2002

STATE OF TEXAS

§
§
§

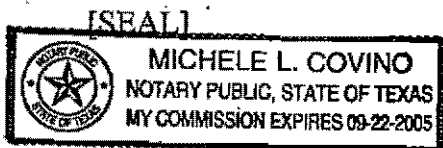
COUNTY OF DALLAS

Before Me, the undersigned notary public in and for said county and state, on this 1ST day of FEBRUARY, 2002, personally appeared RON WHITEHEAD, 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.

Michele L. Covino
Notary Public, State of Texas
Print Name: MICHELE L. COVINO

My Commission Expires:

09-22-2005



Parcel 18-1
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0782 acre (3,407 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 12.463 acre tract of land conveyed to Aetna Life Insurance Company on December 21, 1982 and recorded in Volume 82250, Page 0285 of the Deed Records of Dallas County, Texas, also being out of Block 2 of Belt Line-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated December 11, 1979 and recorded in Volume 79252, Page 0210 of said Deed Records, said 0.0782 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod set for the North corner of a 10 foot cutback corner located at the Southwest intersection of Realty Road (60 feet wide) with Business Avenue (60 feet wide), both streets being dedicated by the plat of Beltline-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated April 17, 1978 and recorded in Volume 78155, Page 0001 of said Deed Records, said point also being the most Northerly Northeast corners of said called 12.463 acre tract and said Block 2;

THENCE, SOUTH 39°02'36" EAST (Called South 38°51'40" East), along the North lines of said called 12.463 acre tract and said Block 2 and a cutback line, a distance of 15.56 feet to a 5/8 inch iron rod set in the West right of way line of said Business Avenue for the common South corner of said 10 foot cutback corner and most Easterly Northeast corners of said called 12.463 acre tract, and said Block 2;

THENCE, SOUTH 00°06'18" EAST (Called South 00°04'38" West), departing said cutback line and along the common East lines of said called 12.463 acre tract and said Block 2 and West right of way line of said Business Avenue, a distance of 22.60 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

THENCE, departing said common line and along the proposed South right of way line of Arapaho Road the following courses and distances;

PARCEL 18-1 - ARAPAHO ROAD PROJECT

NORTH 40°38'25" WEST, a distance of 49.54 feet to a 5/8" iron set for an angle point;

NORTH 77°59'35" WEST, a distance of 428.48 feet to a 5/8" iron set;

SOUTH 12°22'29" WEST, a distance of 6.30 feet to a 5/8" iron set;

NORTH 78°26'42" WEST, a distance of 222.74 feet to a 5/8 inch iron rod set for an angle point;

NORTH 77°58'55" WEST, a distance of 79.56 feet to a 5/8" iron rod set in the common North lines of said 12.463 acre tract and said Block 2 and South right of way line of said Realty Road, said point being the beginning of a non-tangent curve to the left;

THENCE, departing said line and along in the common North lines of said 12.463 acre tract and said Block 2 and South right of way line of said Realty Road the following courses and distances;

SOUTHEASTERLY, along the arc of a curve to the left having a radius of 530.00 feet, a central angle of 8°06'35", a chord bearing South 82°02'12" East for 74.95 feet, for an arc distance of 75.02 feet to a 5/8 inch iron rod set for the point of reverse curvature of a curve to the right;

SOUTHEASTERLY, along the arc of said curve to the right having a radius of 470.00 feet, a central angle of 8°06'35", a chord bearing South 82°02'12" East for 66.47 feet, for an arc distance of 66.52 feet to a 5/8 inch iron rod set for the point of tangency;

SOUTH 77°58'55" EAST (Called South 77°47'59" East), a distance of 612.28 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.0782 acres or 3,407 square feet of land within the metes recited.

PARCEL 18-1 - ARAPAHO ROAD PROJECT

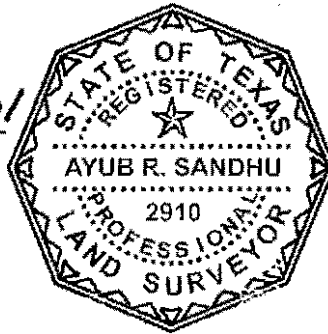
All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

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 11-5-01

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



Parcel 18-2
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0981 acre (4,272 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 12.463 acre tract of land conveyed to Aetna Life Insurance Company recorded in Volume 82250, Page 0285 of the Deed Records of Dallas County, Texas, also being out of Block 2 of Belt Line-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat recorded in Volume 79252, Page 0210 of said Deed Records, said 0.0029 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod set for the South corner of a 15 foot cutback corner located at the Southeast intersection of Realty Road (variable width) with Marsh Lane (100 feet wide), both streets being dedicated by the plat of Beltline-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat recorded in Volume 78155, Page 0001 of said Deed Records, said point also being the most Westerly Northwest corners of said called 12.463 acre tract and said Block 2;

THENCE, NORTH 66°51'14" EAST (Called North 67°02'44" East), along the common North lines of said called 12.463 acre tract and said Block 2 and a cutback line, a distance of 24.53 feet to a 5/8 inch iron rod set in the South right of way line of said Realty Road for the common North corner of said cutback corner and most Northerly Northwest corners of said called 12.463 acre tract and said Block 2;

THENCE, SOUTH 77°58'55" EAST (Called South 77°47'59" East), departing said cutback line and along the common North lines of said called 12.463 acre tract and said Block 2 and South right of way line of said Realty Road, a distance of 138.76 feet to a 5/8 inch iron rod set in the proposed South Right of way of Arapaho Road;

THENCE, departing said common line and along the proposed South right of way line of Arapaho Road the following courses and distances:

NORTH 84°19'52" WEST, a distance of 16.37 feet to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;

PARCEL 18-2 - ARAPAHO ROAD PROJECT

WESTERLY, along the arc of said curve to the left having a radius of 190.50 feet, a central angle of $07^{\circ}34'55''$, a chord bearing North $88^{\circ}07'20''$ West for 25.19 feet, for an arc distance of 25.21 feet to a 5/8 inch iron rod set for the point of reverse curvature to a curve to the right;

WESTERLY, along the arc of said curve to the right having a radius of 209.50 feet, a central angle of $13^{\circ}28'05''$, a chord bearing North $85^{\circ}10'44''$ West for 49.13 feet, for an arc distance of 49.25 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

NORTH $78^{\circ}26'42''$ WEST, a distance of 21.38 feet to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;

SOUTHWESTERLY, along the arc of said curve to the left having a radius of 50.50 feet, a central angle of $69^{\circ}49'24''$, a chord bearing South $66^{\circ}38'36''$ West for 57.80 feet, for an arc distance of 61.54 feet to a 5/8 inch iron rod set for the point of tangency of said curve in the proposed East line of Marsh Lane;

THENCE, departing said proposed South line of Arapaho Road and along said proposed East line of Marsh Lane the following courses and distances;

SOUTH $31^{\circ}43'54''$ WEST, a distance of 149.04 feet to a 5/8 inch iron rod set for the beginning of a tangent curve to the right;

SOUTHWESTERLY, along the arc of said curve to the right having a radius of 159.50 feet, a central angle of $6^{\circ}19'20''$, a chord bearing South $34^{\circ}53'34''$ West for 17.59 feet, for an arc distance of 17.60 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

SOUTH $38^{\circ}03'14''$ WEST, a distance of 72.77 feet to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;

PARCEL 18-2 - ARAPAHO ROAD PROJECT

SOUTHWESTERLY, along the arc of said curve to the left having a radius of 290.50 feet, a central angle of $7^{\circ}55'19''$, a chord bearing South $34^{\circ}05'35''$ West for 40.13 feet, for an arc distance of 40.17 feet to a 5/8 inch iron rod set for the end of said curve being in a curve of the common existing East right of way line of said Marsh Lane and West line of said called 12.463 acre tract and said Block 2;

THENCE, NORTHEASTERLY, departing said proposed East right of way line of Marsh Lane, along said common existing East right of way line of Marsh Land and West line of said called 12.463 acre tract and said Block 2 and along the arc of said curve to the right, having a radius of 1223.24 feet, a central angle of $01^{\circ}34'35''$, a chord bearing North $30^{\circ}55'13''$ East for 33.65 feet, for an arc distance of 33.65 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH $31^{\circ}42'30''$ EAST (Called North $31^{\circ}53'26''$ East), continuing along said common line, a distance of 275.26 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.0981 acres or 4,272 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 **l** 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 7-24-01
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

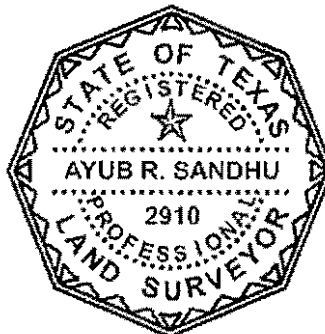


EXHIBIT B-1



LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 39°02'36" E	S38°51'40"E	15.56'	--
L2	S 00°06'18" E	S00°04'38"W	22.60'	--
L3	N 40°38'25" W	--	49.54'	--
L4	S 12°22'29" W	--	6.30'	--
L5	N 77°58'55" W	--	79.56'	--

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	8°06'35"	530.00'	75.02'	S 82°02'12" E -- 74.95'
C2	8°06'35"	470.00'	66.52'	S 82°02'12" E -- 66.47'

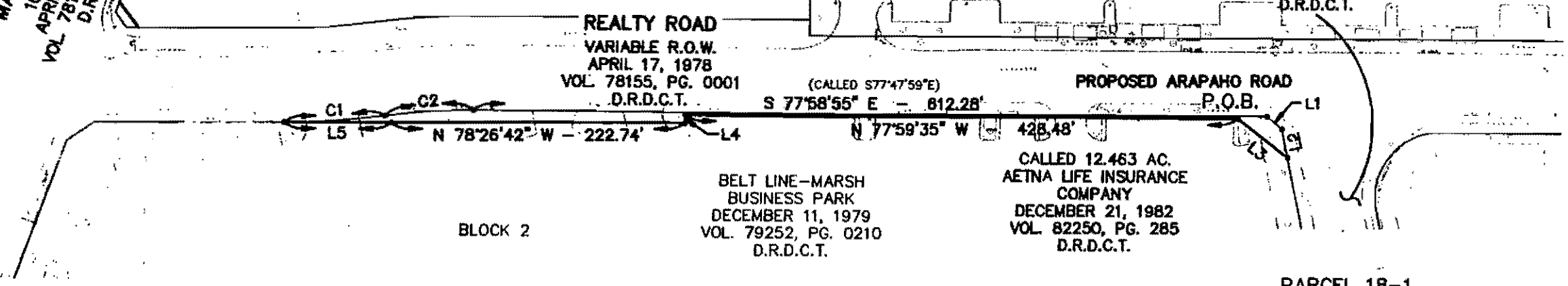
DAVID MYERS SURVEY
A-923

MARSH LANE
100' R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.

BUSINESS AVENUE
60' R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.

REALTY ROAD
VARIABLE R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.

PROPOSED ARAPAHO ROAD
P.O.B.



BELT LINE-MARSH
BUSINESS PARK
DECEMBER 11, 1979
VOL. 79252, PG. 0210
D.R.D.C.T.

CALLED 12.463 AC.
AETNA LIFE INSURANCE
COMPANY
DECEMBER 21, 1982
VOL. 82250, PG. 285
D.R.D.C.T.

PARCEL 18-1
A PLAT OF A
0.0782 ACRE (3,407 SQ. FT.)
TRACT OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

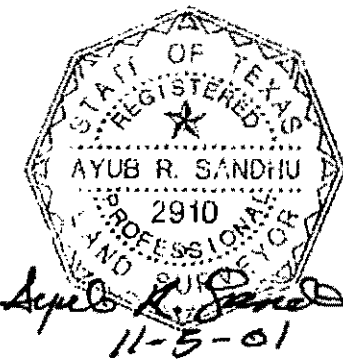
NOTES:

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.

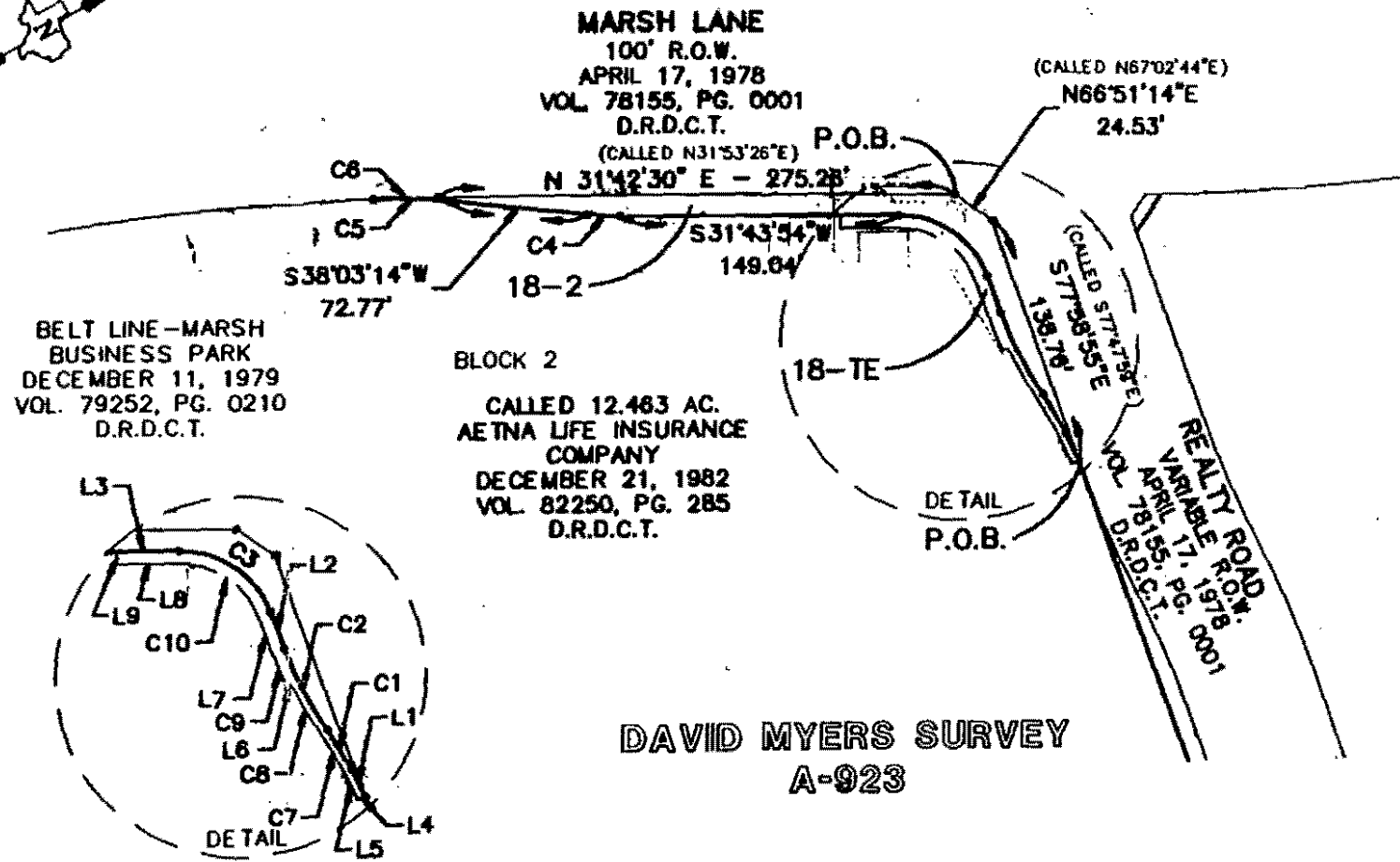
A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

- 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 = 100 FT.

EXHIBIT B-2



BELT LINE-MARSH
BUSINESS PARK
DECEMBER 11, 1979
VOL. 79252, PG. 0210
D.R.D.C.T.

BLOCK 2
CALLED 12.483 AC.
AETNA LIFE INSURANCE
COMPANY
DECEMBER 21, 1982
VOL. 82250, PG. 285
D.R.D.C.T.

MARSH LANE
100' R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.
(CALLED N31°53'26"E)

(CALLED N67°02'44"E)
N66°51'14"E
24.53'

DAVID MYERS SURVEY
A-923

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	7°34'55"	190.50'	25.21'	N 88°07'20" W - 25.19'
C2	13°28'05"	209.50'	49.25'	N 85°10'44" W - 49.13'
C3	69°49'24"	50.50'	61.54'	S 66°38'36" W - 57.80'
C4	6°19'20"	159.50'	17.60'	S 34°53'34" W - 17.59'
C5	7°55'19"	290.50'	40.17'	S 34°05'35" W - 40.13'
C6	1°34'35"	1,223.24'	33.65'	N 30°55'13" E - 33.85'
C7	7°34'55"	186.50'	24.68'	N 88°07'20" W - 24.86'
C8	8°19'37"	213.50'	31.03'	N 87°44'59" W - 31.00'
C9	5°01'11"	216.50'	19.16'	N 80°58'47" W - 19.15'
C10	69°49'24"	43.50'	53.01'	S 66°38'36" W - 49.79'

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	N 84°18'52" W	-	16.37'	-
L2	N 78°26'42" W	-	21.38'	-
L3	N 31°43'54" E	-	32.23'	-
L4	S 11°33'07" W	-	4.02'	-
L5	N 84°19'52" W	-	15.96'	-
L6	S 11°33'19" W	-	3.01'	-
L7	N 78°26'42" W	-	21.38'	-
L8	S 31°43'54" W	-	32.23'	-
L9	N 58°16'05" W	-	7.00'	-

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

April K. Janda
7-24-01



GRAPHIC SCALE
1 INCH = 100 FT.

PARCEL 18-2, 18-TE
A PLAT OF A
0.0981 ACRE (4,272 SQ. FT.),
0.0275 ACRE (1,197 SQ. FT.)
TRACTS OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

Grantee understands and agrees that by Grantor's grant of the Easement Rights, Grantor is not representing nor warranting as to any matter or condition (express or implied) and Grantor specifically negates and disclaims any representations and warranties, including without limitation, any representations and warranties with respect to the adequacy or sufficiency of any of the easement or otherwise, and the easement and the grant of the Easement Rights are and shall be "AS IS, WHERE IS, WITH ALL FAULTS" with no representation or warranty other than the warranty of title set forth herein.

Grantee shall indemnify and hold harmless Grantor and its affiliates and partners and respective officers, directors and employees from and against any and all liability, actions, causes of action, damages, claims, lawsuits, judgments costs and expenses for personal injury or property damage suffered by any person to the extent that such injury or damage is caused by any act or omission of Grantee in connection with work performed by or for Grantee under this temporary construction easement; provided, however, that such indemnity is provided by Grantee without waiving any immunity that it may be entitled to, and further such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the applicable provisions of the Texas Tort Claims Act, as amended. In providing this indemnity, Grantee is not waiving any defense afforded by federal or Texas law, and this indemnity is solely for the benefit of Grantor and its affiliates and respective officers, directors and employees and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This indemnification shall survive the termination or expiration of this Easement Agreement and any of the Easement Rights.

Grantee shall name Grantor as an additional insured on its insurance policy for purposes of protecting Grantor against any claims, liabilities, losses or suits arising out of or in connection with Grantee's use of the Easement Area or work performed by or for Grantee under this temporary construction easement. Grantee has delivered to Grantor a certificate evidencing the insurance coverage required hereunder. Grantee shall deliver such a certificate to Grantor annually during the effective period of this easement, and such certificate shall require the insurance carrier to endeavor to mail 30 days written notice to Grantor of any cancellation or material change. In addition, in the event of cancellation or material change, Grantee shall provide notice to Grantor of such cancellation or material change within 10 days after its receipt of such notice by the insurance carrier. Premiums with respect to policies required to be carried by Grantee will be paid by Grantee.

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, by, through or under Grantor, but not otherwise. This temporary construction easement and the Easement Area is subject to: (i) all matters of public record, (ii) all matters that would be revealed by a physical inspection or survey of the Easement Area, (iii) all matters common to any plat of subdivision in which the Easement Area is located, and (iv) any

discrepancies, conflicts or shortages in area or boundary lines or any encroachments or protrusions or any overlapping of improvements.

EXECUTED this _____ day of _____, 2002.

GRANTOR
AETNA LIFE INSURANCE COMPANY 265

WP By: Fernando Trevis
Print Name: FERNANDO TREVIS
Print Title: ASST VICE PRESIDENT

ACCEPTED BY TOWN OF ADDISON
By: Ron Whitehead
Print Name: RON WHITEHEAD
Print Title: CITY MANAGER
Date: FEBRUARY 1, 2002

STATE OF CONNECTICUT §
COUNTY OF HARTFORD §

BEFORE ME, the undersigned notary public in and for said county and state, on this 27th day of January, 2002, personally appeared Fernando Trujillo, 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.

Wanda I. Cichowski

WANDA I. CICHOWSKI
Notary Public
My Commission Expires
January 31, 2003

MY COMMISSION EXPIRES:

January 31, 2003

[SEAL]

STATE OF TEXAS
COUNTY OF DALLAS

§
§

BEFORE ME, the undersigned notary public in and for said county and state, on this 15 day of February, 2002, personally appeared RON WHITEHEAD, 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.

Michele L. Covino

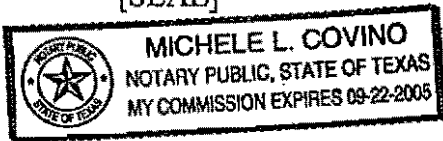
Notary Public, State of Texas

Print Name: MICHELE L. COVINO

MY COMMISSION EXPIRES:

09-22-2005

[SEAL]



Parcel 18-TE
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0275 acre (1,197 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 12.463 acre tract of land conveyed to Aetna Life Insurance Company recorded in Volume 82250, Page 0285 of the Deed Records of Dallas County, Texas, also being out of Block 2 of Belt Line-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat recorded in Volume 79252, Page 0210 of said Deed Records, said 0.0029 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod set for the South corner of a 15 foot cutback corner located at the Southeast intersection of Realty Road (variable width) with Marsh Lane (100 feet wide), both streets being dedicated by the plat of Beltline-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat recorded in Volume 78155, Page 0001 of said Deed Records, said point also being the most Westerly Northwest corners of said called 12.463 acre tract and said Block 2;

THENCE, NORTH 66°51'14" EAST (Called North 67°02'44" East), along the common North lines of said called 12.463 acre tract and said Block 2 and a cutback line, a distance of 24.53 feet to a 5/8 inch iron rod set in the South right of way line of said Realty Road for the common North corner of said cutback corner and most Northerly Northwest corners of said called 12.463 acre tract and said Block 2;

THENCE, SOUTH 77°58'55" EAST (Called South 77°47'59" East), departing said cutback line and along the common North lines of said called 12.463 acre tract and said Block 2 and South right of way line of said Realty Road, a distance of 138.76 feet to a 5/8 inch iron rod set in the proposed South Right of way of Arapaho Road for the Northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, SOUTH 11°33'07" WEST, departing said common line, a distance of 4.02 feet to a point for corner;

THENCE, along the Southerly line of the herein described tract the following courses and distances:

PARCEL 18-TE - ARAPAHO ROAD PROJECT

NORTH 84°19'52" WEST, a distance of 15.96 feet to the point of curvature of a curve to the left;

WESTERLY, along the arc of said curve to the left having a radius of 186.50 feet, a central angle of 07°34'55", a chord bearing North 88°07'20" West for 24.66 feet, for an arc distance of 24.68 feet to the point of reverse curvature to a curve to the right;

WESTERLY, along the arc of said curve to the right having a radius of 213.50 feet, a central angle of 08°19'37", a chord bearing North 87°44'59" West for 31.00 feet, for an arc distance of 31.03 feet to the end of said curve;

SOUTH 11°33'19 WEST, a distance of 3.01 feet to the beginning of a non-tangent curve to the right;

WESTERLY, along the arc of said curve to the right having a radius of 216.50 feet, a central angle of 05°01'11", a chord bearing North 80°58'47" West for 19.15 feet, for an arc distance of 19.16 feet to the point of tangency of said curve;

NORTH 78°26'42" WEST, a distance of 21.38 feet to the beginning of a tangent curve to the left;

SOUTHWESTERLY, along the arc of said curve to the left having a radius of 43.50 feet, a central angle of 69°49'24", a chord bearing South 66°38'36" West for 49.79 feet, for an arc distance of 53.01 feet to the point of tangency of said curve;

SOUTH 31°43'54" WEST, a distance of 32.23 feet to a point for corner;

NORTH 58°16'05" WEST, a distance of 7.00 feet to a point in the proposed East line of Marsh Lane;

THENCE, departing said line and along the common West line of the herein described tract and said proposed East line of March Lane the following courses and distances:

NORTH 31°43'54" EAST, a distance of 32.23 feet to a the beginning of a tangent curve to the right;

PARCEL 18-TE - ARAPAHO ROAD PROJECT

NORTHEASTERLY, along the arc of said curve to the right having a radius of 50.50 feet, a central angle of $69^{\circ}49'24''$, a chord bearing North $66^{\circ}38'36''$ East for 57.80 feet, for an arc distance of 61.54 feet to the point of tangency of said curve in the proposed South right of way line of Arapaho Road;

THENCE, departing said common line and along the common North line of the herein described tract and said proposed South right of way line of Arapaho Road the following courses and distances:

SOUTH $78^{\circ}26'42''$ EAST, a distance of 21.38 feet to the beginning of a tangent curve to the left;

EASTERLY, along the arc of said curve to the left having a radius of 209.50 feet, a central angle of $13^{\circ}28'05''$, a chord bearing South $85^{\circ}10'44''$ East for 49.13 feet, for an arc distance of 49.25 feet to the point of reverse curvature for a curve to the right;

EASTERLY, along the arc of said curve to the right having a radius of 190.50 feet, a central angle of $07^{\circ}34'55''$, a chord bearing South $88^{\circ}07'20''$ East for 25.19 feet, for an arc distance of 25.21 feet to the point of tangency of said curve;

SOUTH $84^{\circ}19'52''$ EAST, a distance of 16.37 feet to the **POINT OF BEGINNING;**

CONTAINING an area of 0.0275 acres or 1,197 square feet of land within the metes recited.

PARCEL 18-TE - 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 7-24-01
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

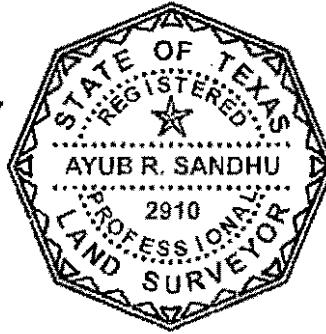
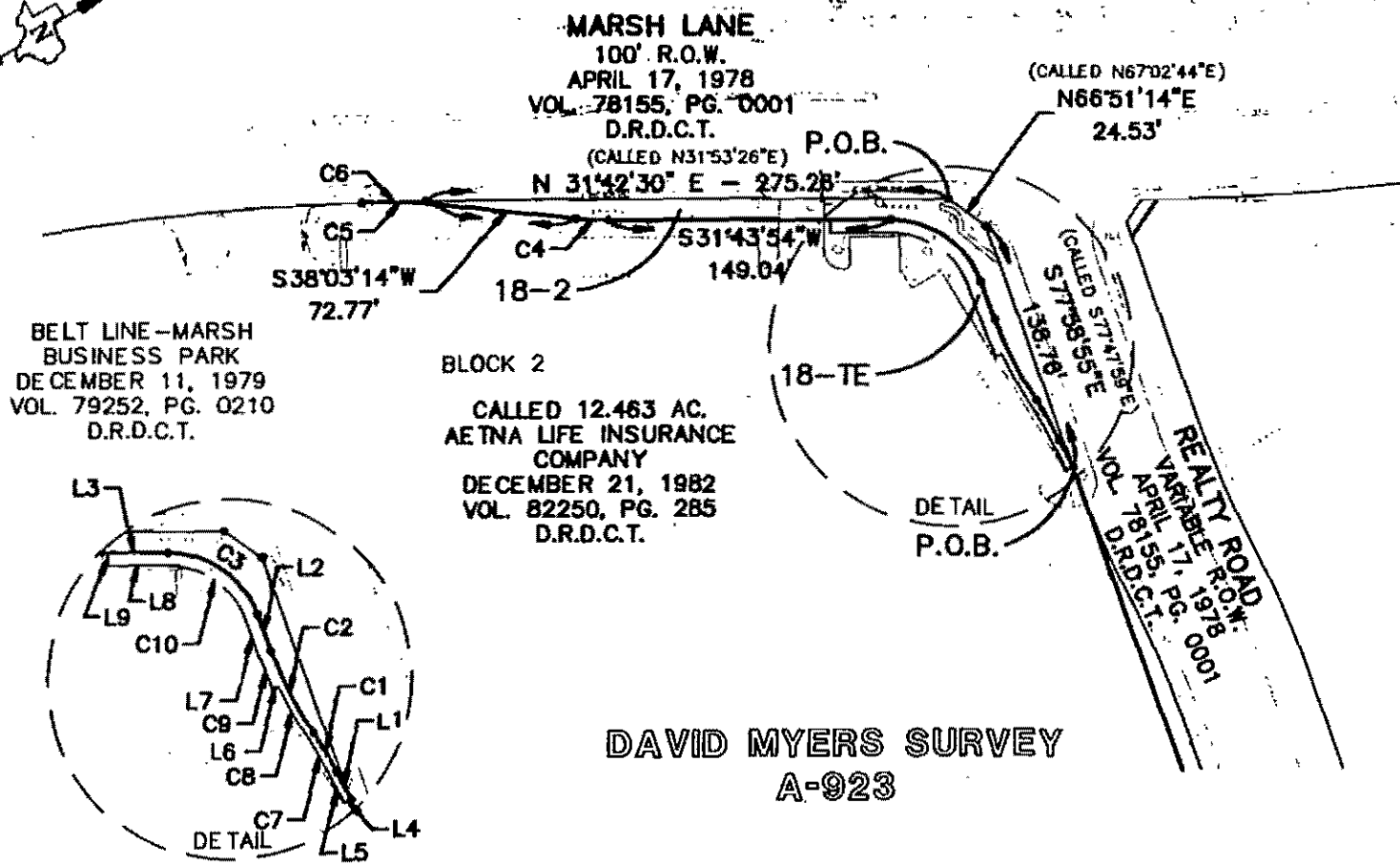


EXHIBIT "B"



MARSH LANE
100' R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.
(CALLED N31°53'26"E)
N 31°42'30" E - 275.28'

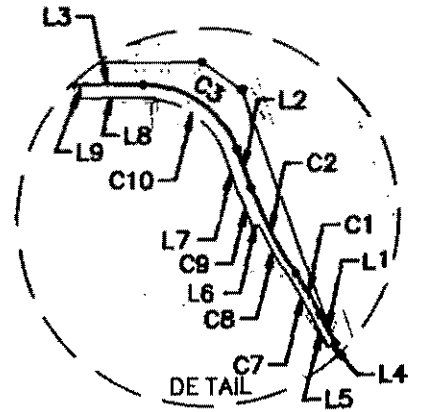
(CALLED N67°02'44"E)
N66°51'14"E
24.53'

BELT LINE-MARSH
BUSINESS PARK
DECEMBER 11, 1979
VOL. 79252, PG. 0210
D.R.D.C.T.

BLOCK 2
CALLED 12.463 AC.
AETNA LIFE INSURANCE
COMPANY
DECEMBER 21, 1982
VOL. 82250, PG. 285
D.R.D.C.T.

REALTY ROAD
VARIABLE R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.

DAVID MYERS SURVEY
A-923



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
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C2	13°28'05"	209.50'	49.25'	N 85°10'44" W - 49.13'
C3	69°49'24"	50.50'	61.54'	S 66°38'36" W - 57.80'
C4	6°19'20"	159.50'	17.60'	S 34°53'34" W - 17.59'
C5	7°55'19"	290.50'	40.17'	S 34°05'35" W - 40.13'
C6	1°34'35"	1,223.24'	33.65'	N 30°55'13" E - 33.65'
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C9	5°01'11"	216.50'	19.16'	N 80°58'47" W - 19.15'
C10	69°49'24"	43.50'	53.01'	S 66°38'36" W - 49.79'

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	N 84°19'52" W	-	16.37'	-
L2	N 78°26'42" W	-	21.38'	-
L3	N 31°43'54" E	-	32.23'	-
L4	S 11°33'07" W	-	4.02'	-
L5	N 84°19'52" W	-	15.96'	-
L6	S 11°33'19" W	-	3.01'	-
L7	N 78°26'42" W	-	21.38'	-
L8	S 31°43'54" W	-	32.23'	-
L9	N 58°16'05" W	-	7.00'	-

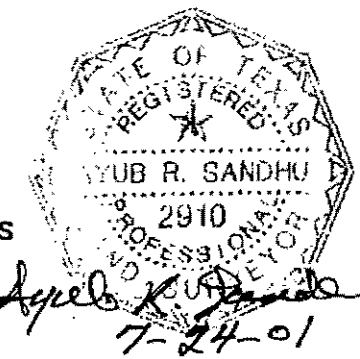
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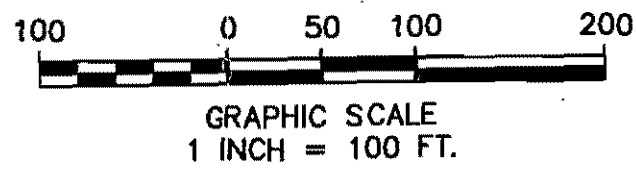
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A LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS PLAT.

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



PARCEL 18-2, 18-TE
A PLAT OF A
0.0981 ACRE (4,272 SQ. FT.),
0.0275 ACRE (1,197 SQ. FT.)
TRACTS OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS



TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

§

§

THAT AETNA LIFE INSURANCE COMPANY, hereinafter called GRANTOR, having an address at c/o UBS Realty Investors, L.L.C., 242 Trumbull Street, Hartford, Connecticut 06103-1212, 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, having an address at 5300 Belt Line Road, Addison, Texas 75001, a temporary easement and right to pass over, along, under and across portions of GRANTOR'S property (the "Easement Rights"), as shown and depicted on Arapaho Road Driveway Exhibit A ("Easement Area 1"), Arapaho Road Driveway Exhibit B ("Easement Area 2"), Arapaho Road Driveway Exhibit C ("Easement Area 3"), and Arapaho Road Driveway Exhibit D ("Easement Area 4"), all attached hereto and incorporated herein (Easement Area 1, Easement Area 2, Easement Area 3 and Easement Area 4 shall be collectively referred to herein as the "Easement Area"), for the purpose of constructing a roadway to be known as Arapaho Road (the "Roadway").

This temporary construction easement shall only be used by GRANTEE and its contractors in connection with the construction of the Roadway adjacent to the Easement Area, and shall terminate 24 months from the date the Notice to Proceed with construction under the construction contract for the Roadway adjacent to the Easement Area is issued, or upon completion of the construction of the portions of the Roadway adjacent to the Easement Area, or thirty (30) months following the date hereof, whichever is earlier.

Upon the expiration of this temporary construction easement by the terms hereof, Grantee, at its sole cost and expense, shall promptly restore and repair the Easement Area to the same or better condition existing as of the date of this temporary construction easement and to Grantor's reasonable satisfaction. Further, if any disturbance or damage to any of Grantor's property other than the Easement Area as specifically contemplated herein is caused by Grantee's exercise of any of the Easement Rights or use of the Easement Area, at Grantor's option, Grantee, at its sole cost and expense, shall promptly restore and repair any disturbed or damaged area to the same or better condition existing as of the date of this temporary construction easement and to Grantor's reasonable satisfaction (collectively, the "Restoration Obligations"). Grantor shall exercise such option by written notice thereof to Grantee within 10 days after the termination or expiration of this temporary construction easement. The Restoration Obligations shall apply to the Easement Area upon the expiration of this temporary construction easement by the terms hereof. The Restoration Obligations shall survive the termination or expiration of this temporary construction easement and any of the Easement Rights.

Grantee understands and agrees that by Grantor's grant of the Easement Rights, Grantor is not representing nor warranting as to any matter or condition (express or implied) and Grantor specifically negates and disclaims any representations and warranties, including without limitation, any representations and warranties with respect to the adequacy or sufficiency of any of the easement or otherwise, and the easement and the grant of the Easement Rights are and shall be "AS IS, WHERE IS, WITH ALL FAULTS" with no representation or warranty other than the warranty of title set forth herein.

Grantee shall indemnify and hold harmless Grantor and its affiliates and partners and respective officers, directors and employees from and against any and all liability, actions, causes of action, damages, claims, lawsuits, judgments costs and expenses for personal injury or property damage suffered by any person to the extent that such injury or damage is caused by any act or omission of Grantee in connection with work performed by or for Grantee under this temporary construction easement; provided, however, that such indemnity is provided by Grantee without waiving any immunity that it may be entitled to, and further such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the applicable provisions of the Texas Tort Claims Act, as amended. In providing this indemnity, Grantee is not waiving any defense afforded by federal or Texas law, and this indemnity is solely for the benefit of Grantor and its affiliates and respective officers, directors and employees and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This indemnification shall survive the termination or expiration of this Easement Agreement and any of the Easement Rights.

Grantee shall name Grantor as an additional insured on its insurance policy for purposes of protecting Grantor against any claims, liabilities, losses or suits arising out of or in connection with Grantee's use of the Easement Area or work performed by or for Grantee under this temporary construction easement. Grantee has delivered to Grantor a certificate evidencing the insurance coverage required hereunder. Grantee shall deliver such a certificate to Grantor annually during the effective period of this easement, and such certificate shall require the insurance carrier to endeavor to mail 30 days written notice to Grantor of any cancellation or material change. In addition, in the event of cancellation or material change, Grantee shall provide notice to Grantor of such cancellation or material change within 10 days after its receipt of such notice by the insurance carrier. Premiums with respect to policies required to be carried by Grantee will be paid by Grantee.

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 and 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, by, through or under Grantor, but not otherwise. This temporary construction easement and the Easement Area is subject to: (i) all matters of public record, (ii) all matters that would be revealed by a physical inspection or survey of the Easement Area, (iii) all matters common to any plat of subdivision in which the Easement Area is located, and (iv) any

discrepancies, conflicts or shortages in area or boundary lines or any encroachments or protrusions or any overlapping of improvements.

EXECUTED this _____ day of _____, 2002.

GRANTOR

AETNA LIFE INSURANCE COMPANY

By: Fernando Treviso

Print Name: FERNANDO TREVISIO

Print Title: ASST VICE PRESIDENT

ACCEPTED BY TOWN OF ADDISON

By: Ron Whitehead

Print Name: RON WHITEHEAD

Print Title: CITY MANAGER

Date: FEBRUARY 1, 2002

STATE OF CONNECTICUT §
COUNTY OF HARTFORD §

BEFORE ME, the undersigned notary public in and for said county and state, on this 24th day of January, 2002, personally appeared Fernando Trujillo, 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.

Wanda I. Cichowski

MY COMMISSION EXPIRES:

January 31, 2003

WANDA I. CICHOWSKI
Notary Public
My Commission Expires
January 31, 2003

[SEAL]

STATE OF TEXAS
COUNTY OF DALLAS

§
§

BEFORE ME, the undersigned notary public in and for said county and state, on this 1ST day of FEBRUARY, 2002, personally appeared RON WHITEHEAD, 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.

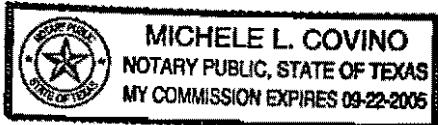
GIVEN UNDER my hand and seal of office the day and year last above written.

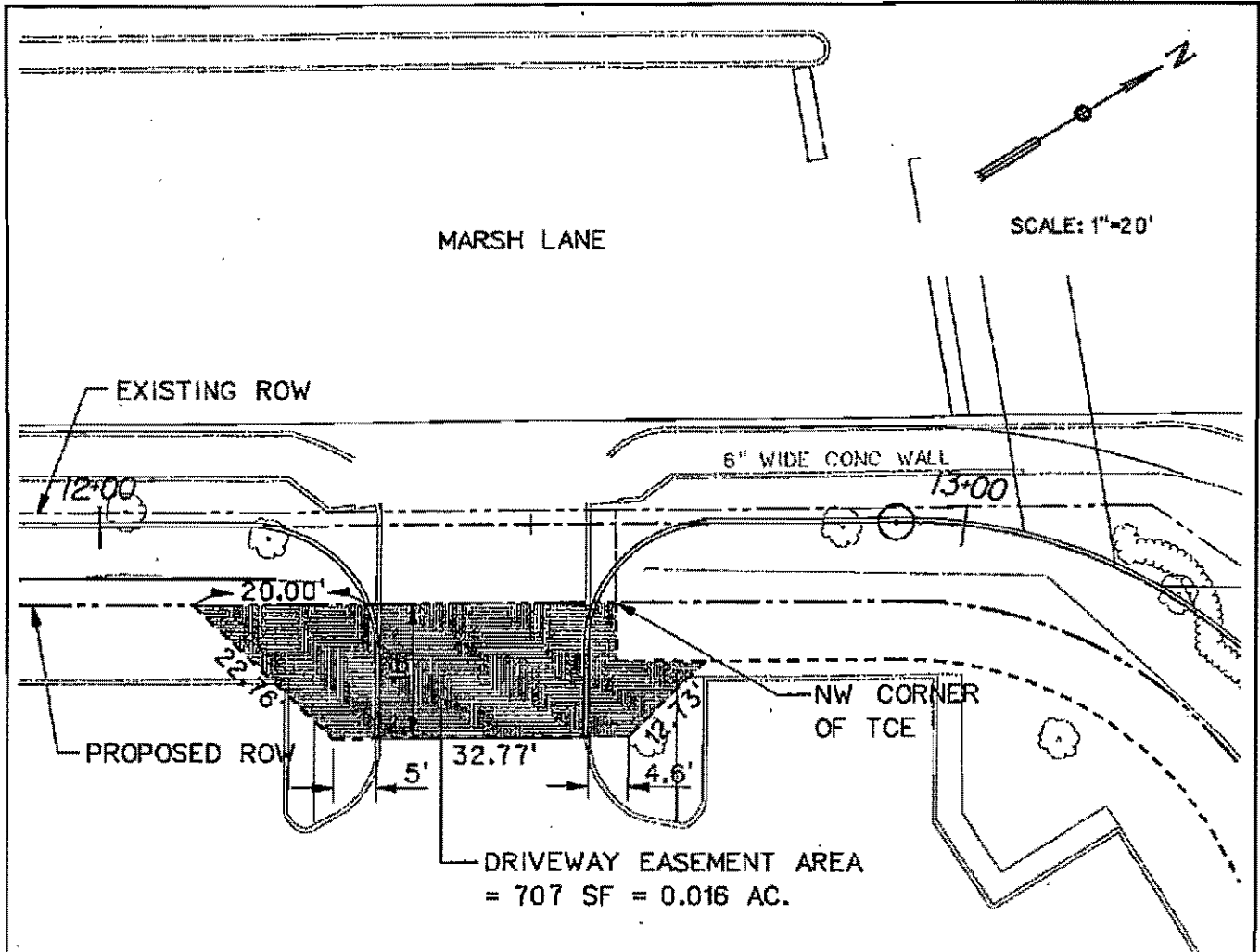
Michele L. Covino
Notary Public, State of Texas
Print Name: MICHELE L. COVINO

MY COMMISSION EXPIRES:

09-22-2005

[SEAL]

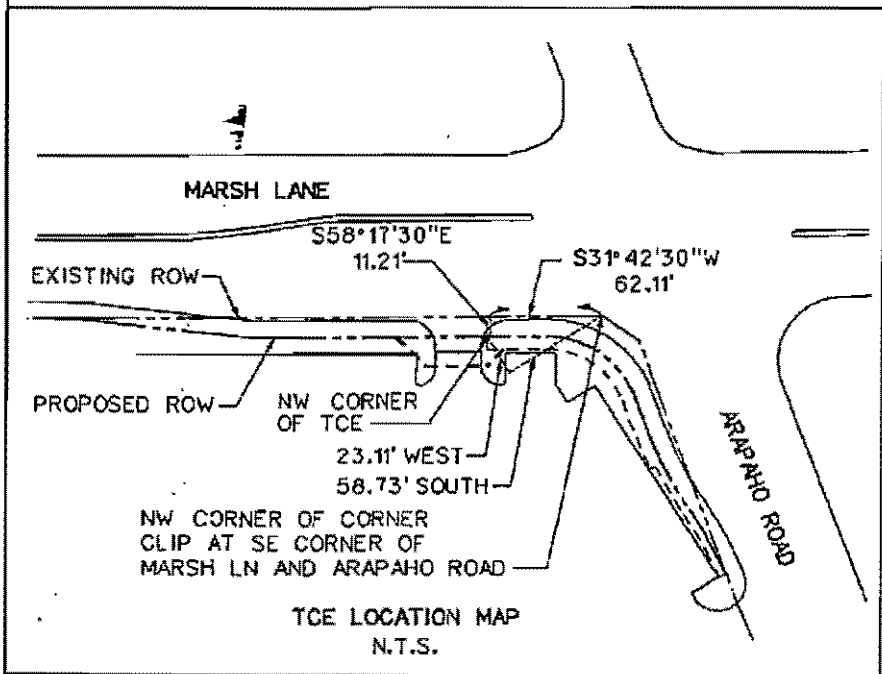




THE NW CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 58.73' SOUTH AND 23.11' WEST OF THE NW CORNER OF CORNER CLIP AT SE CORNER OF MARSH LN AND ARAPAHO ROAD.

AETNA LIFE INSURANCE COMPANY

g:\25768\h1\pse\Exhibits\areg.dgn

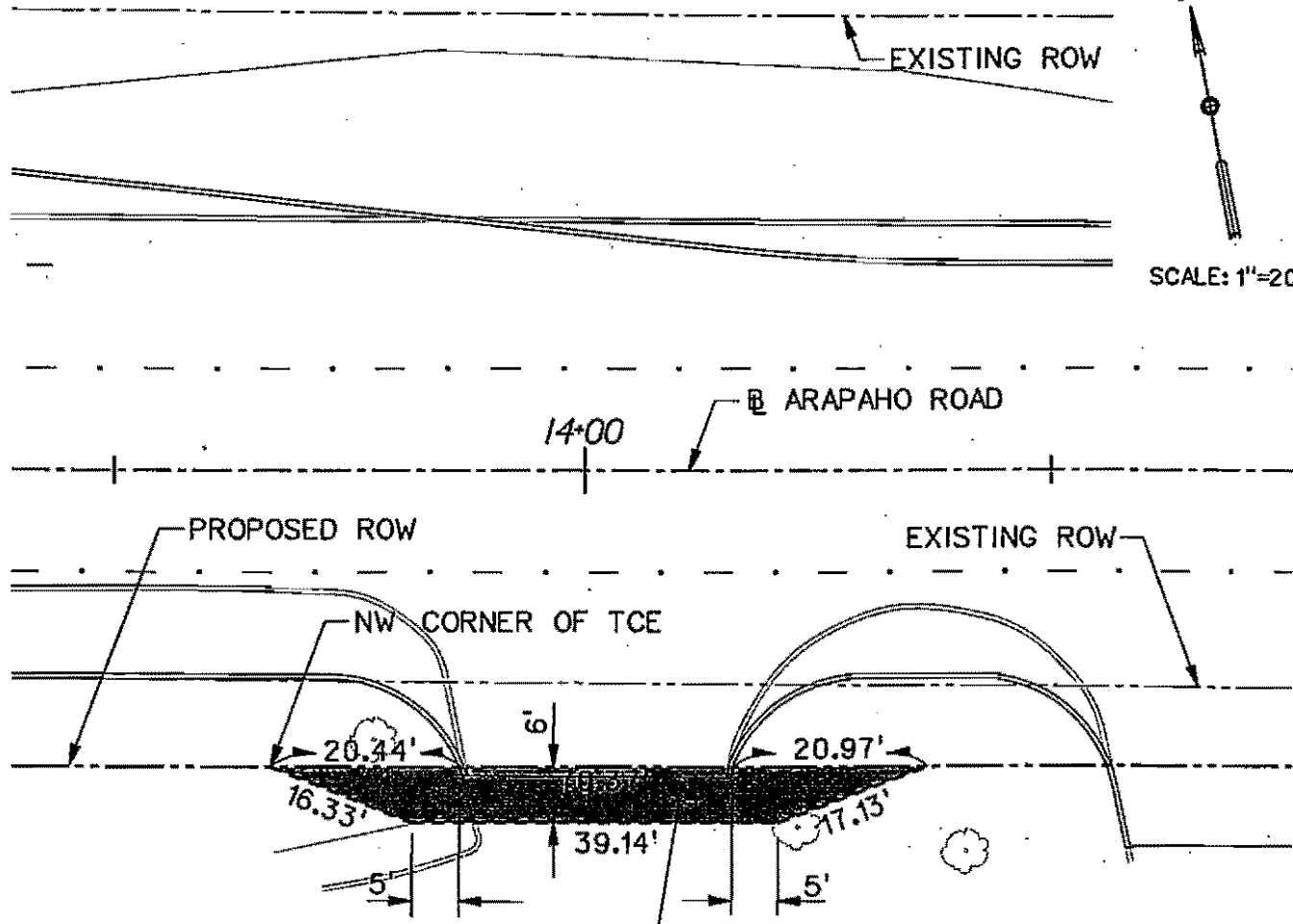


MARSH LANE DRIVEWAY EXHIBIT A

A. LEE PFLUGER CHILDREN'S TRUST



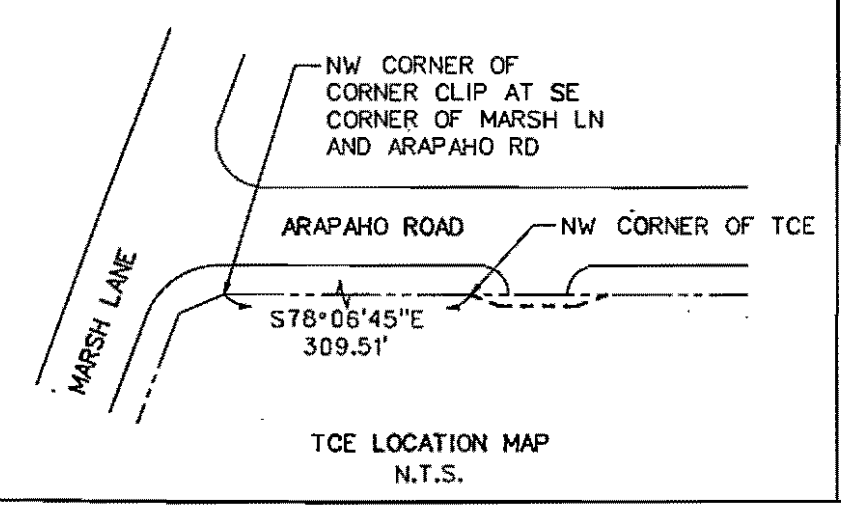
SCALE: 1"=20'



DRIVEWAY EASEMENT AREA
= 329 SF = 0.0075 AC.

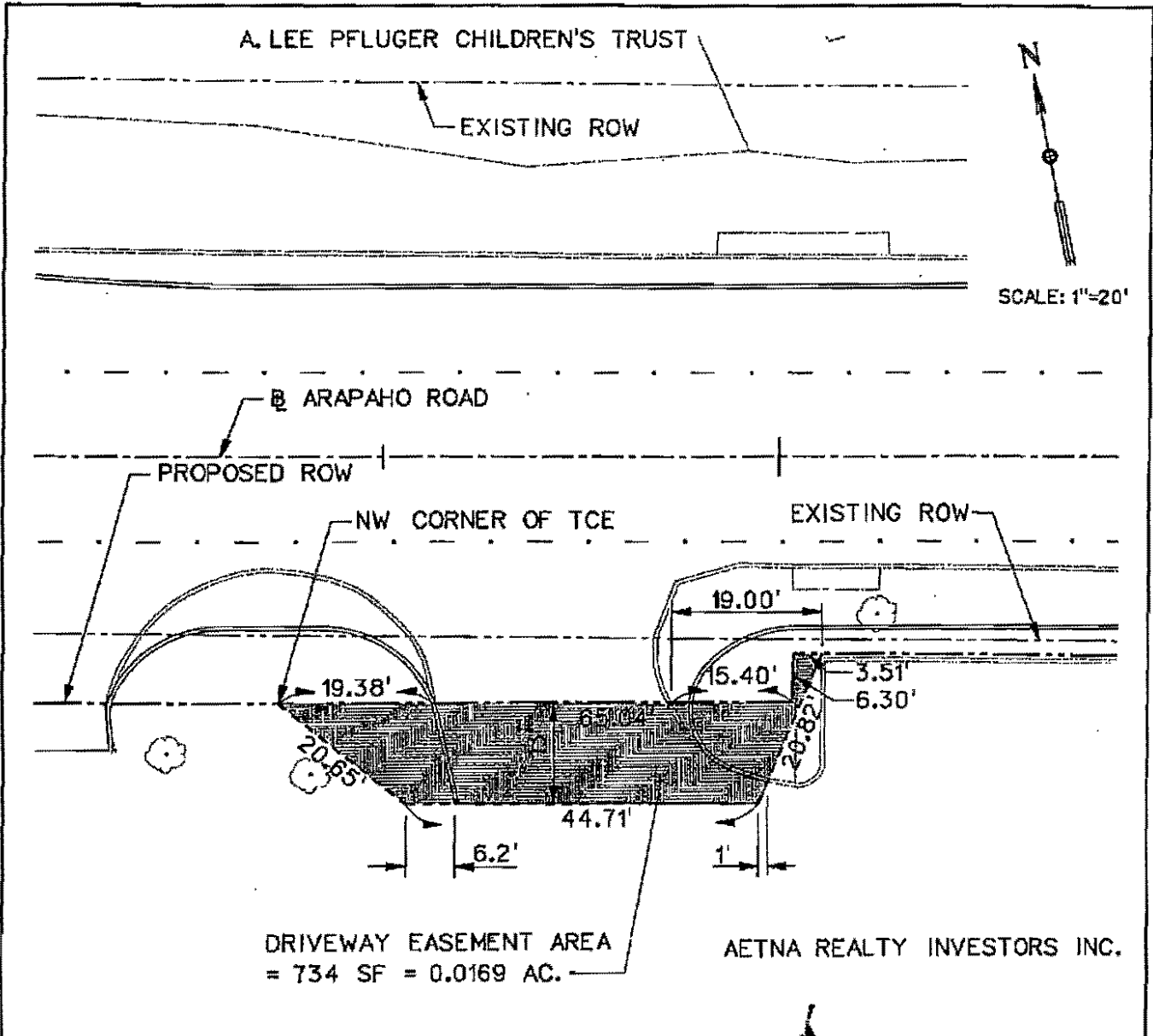
AETNA REALTY INVESTORS INC.

THE NW CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 309.51' AT A BEARING OF S78°06'45"E FROM THE NW CORNER OF CORNER CLIP AT SE CORNER OF MARSH LN AND ARAPAHO RD.



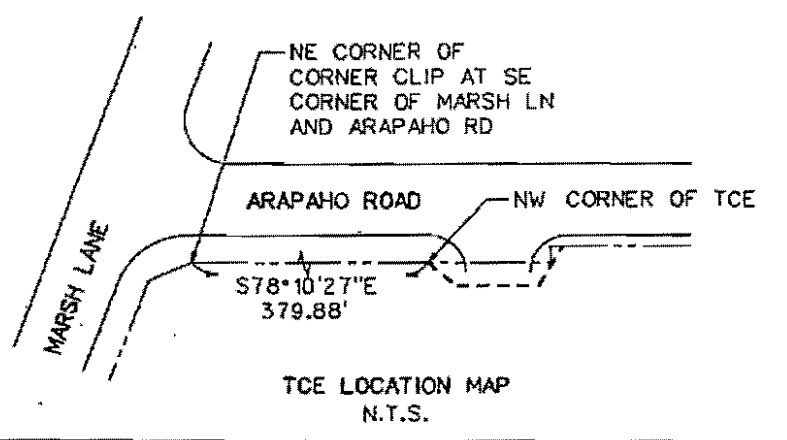
ARAPAHO ROAD
DRIVEWAY EXHIBIT B

g:\25768\h1\pse\Exhibits\are2.dgn

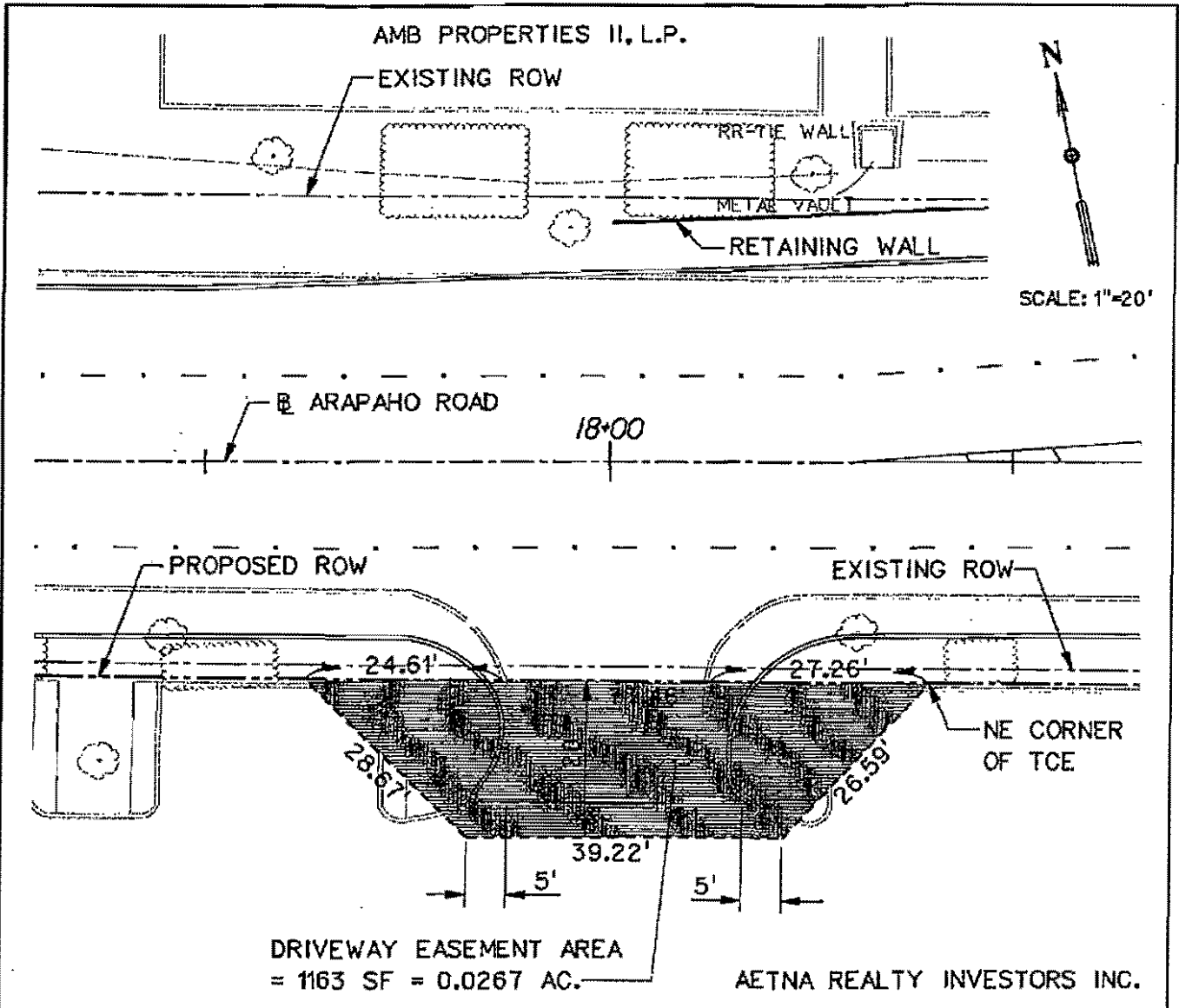


THE NW CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 379.88' AT A BEARING OF S78°10'27"E FROM THE NE CORNER OF CORNER CLIP AT SE CORNER OF MARSH LN AND ARAPAHO RD.

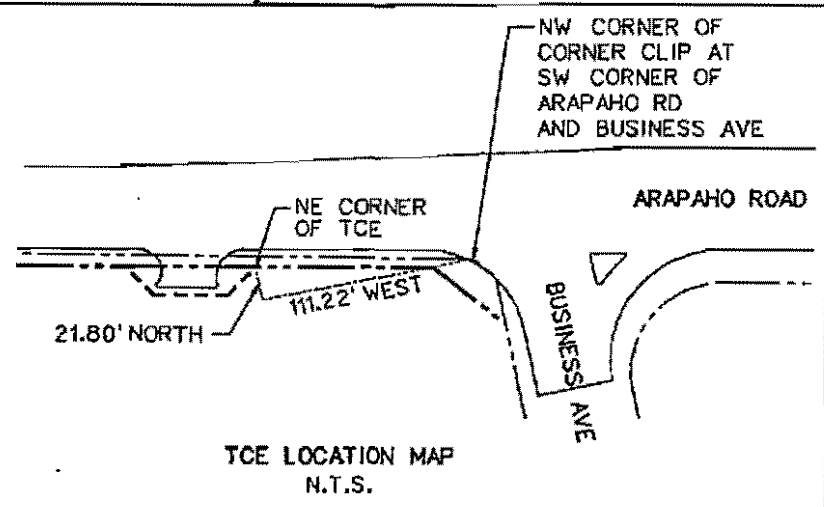
G:\25756\h1\pse\Exhibits\are3.dgn



ARAPAHO ROAD
DRIVEWAY EXHIBIT C



THE NE CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 111.22' WEST AND 21.80' NORTH OF THE NW CORNER OF CORNER CLIP AT SW CORNER OF ARAPAHO RD AND BUSINESS AVE.



ARAPAHO ROAD DRIVEWAY EXHIBIT D

g:\25768\h1\pse\Exhibit\are4.dgn

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

January 29, 2002

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

RE: Arapaho Road Project Phase II – Parcel 18

Dear Steve:

Enclosed are the originals of the following for Parcel 18, Arapaho Road Project Phase II:

1. Right-of-Way Deed;
2. Temporary Construction Easement relating to Parcel 18-TE; and
3. Temporary Construction Easement relating to Driveway Exhibits A, B, C and D.

I am forwarding copies of the documents to the title company so that they can prepare the necessary settlement statements. Please have these documents executed by the appropriate person, but do not file the documents until all the necessary paperwork has been completed. I will contact you upon receipt of the settlement statements from the title company. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c: Mr. Kenneth Dippel, City Attorney

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

January 29, 2002

Ms. Carol Erick
Hexter-Fair Title Company
8333 Douglas Avenue, Suite 130
Dallas, Texas 75225

RE: Title Commitment Order
Our File No. 3195-25211

Dear Carol:

Enclosed are the following documents executed by Aetna in connection with your File No. PC01139259:

1. Right-of-Way Deed;
2. Temporary Construction Easement relating to Parcel 18-TE; and
3. Temporary Construction Easement relating to Driveway Exhibits A, B, C and D;

Please let me know if you have all documents necessary to issue the title insurance. If so, please prepare the necessary settlement statements. I am also requesting deletion of the Arbitration Provision. An executed copy of your form is enclosed to that effect. If you have any questions or need anything further, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

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

TEMPORARY CONSTRUCTION EASEMENT

1649708

12/26/01

3000711

\$17.00

Deed

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

THAT OSTEOMED CORPORATION, a California Corporation, 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 to pass over, along, under and across 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 21-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 21ST day of DECEMBER, 2001.

GRANTOR
OSTEOMED CORPORATION

By: [Signature]
Print Name: WALTER J. HUMANN
Print Title: PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

§
§

BEFORE ME, the undersigned notary public in and for said county and state, on this 21st day of December, 2001, personally appeared Walter J. Hummer, 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.

Jeannette Simpson
Notary Public, State of Texas
Print Name: Jeannette Simpson

MY COMMISSION EXPIRES:

11-13-2001

[SEAL]

Parcel 21-TE
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0532 acre (2,315 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of Lot 4R, Block 1 of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison as evidenced by the plat recorded in Volume 95100, Page 03275 of the Deed Records of Dallas County, Texas, said Lot 4R being a portion of a called 12.463 acre tract of land quitclaimed to Lincoln Trust Company FBO: Dr. Howard Miller by the deed recorded in Volume 96035, Page 0384 of said Deed Records, said 0.0532 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at an aluminum disk found at the common most Westerly Southwest corner of said called 12.463 acre tract, Southeast corner of Lot 1, Block 1, of "Lot 1, Block 1, Belt Line-Marsh Business Park", an addition to the Town of Addison as evidenced by the plat recorded in Volume 83042, Page 1983 of said Deed Records, same being a called 5.4319 acre tract of land conveyed to AMB Property II, L.P. by the deed recorded in Volume 98157, Pg. 05195 of said Deed Records, and Southwest corner of a tract of land dedicated for Right of Way of Arapaho Road by said plat of "Lots 2R, 3R, & 4R, Block 1 of Belt Line-Marsh Business Park", said point being in the North Right of Way line of Realty Road (variable width) as dedicated by the plat of Belt Line-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat recorded in Volume 78151, Page 0001 of said Deed Records;

THENCE, NORTH 12°01'05" EAST, (Called North 12°12'01" East), departing said line and along the common West line of said called 12.463 acre tract, West line of said Arapaho Road Right of Way dedication and East line of said Lot 1, a distance of 12.00 feet to common Northwest corner of said Arapaho Road Right of Way Dedication, Southwest corner of said Lot 4R, Southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, NORTH 12°01'05" EAST, (Called North 12°12'01" East), departing said lines and along the common West line of said Lot 4R and East line of said Lot 1, a distance of 10.00 feet to a point for corner;

PARCEL 21-TE - ARAPAHO ROAD PROJECT

THENCE, SOUTH 77°58'55" EAST, departing said common line, a distance of 231.53 feet to a point for corner;

THENCE, SOUTH 12°01'05" WEST, a distance of 10.00 feet to a point in the common South Line of said Lot 4R and North line of said Arapaho Road Right of Way Dedication;

THENCE, NORTH 77°58'55" WEST, (Called NORTH 77°47'59" WEST), along the common South line of said Lot 4R and North Right of Way line of said Arapaho Road, a distance of 231.53 feet to the **POINT OF BEGINNING**;

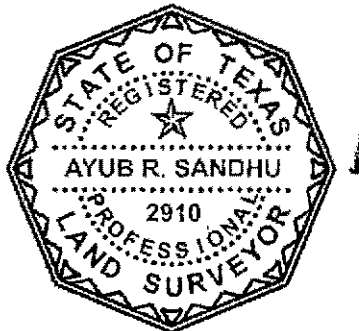
CONTAINING an area of 0.0532 acres or 2,315 square feet of land within the metes recited.

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 7-24-01
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



DAVID MYERS SURVEY
A-923

EXHIBIT "B"

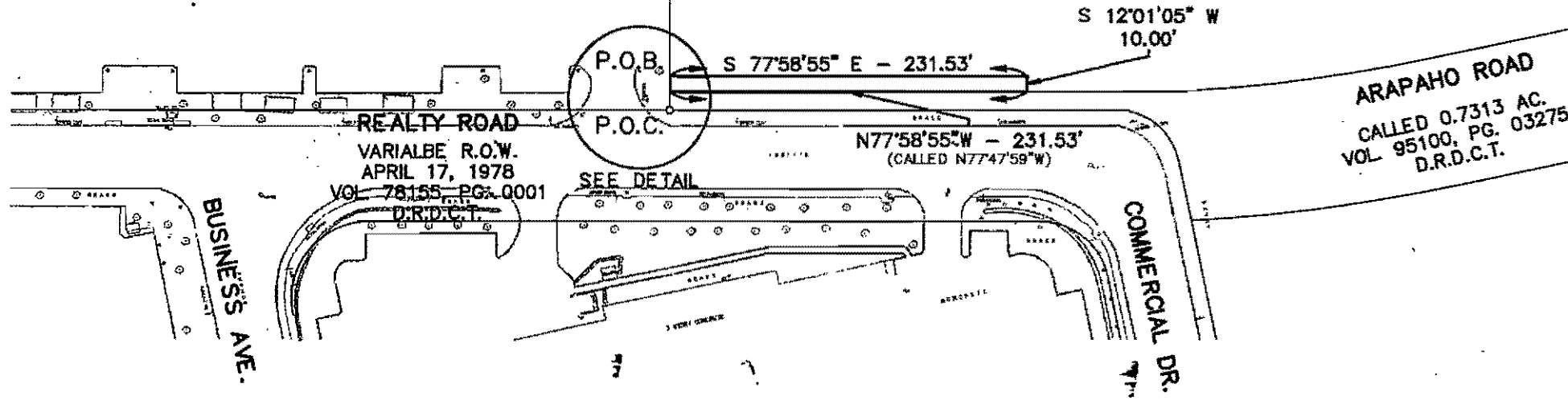
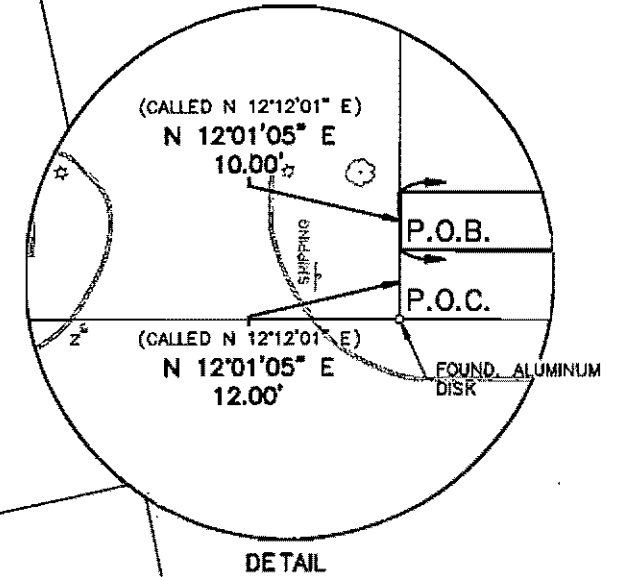
LOT 1, BLOCK 1
BELT LINE-MARSH BUSINESS PARK
VOL. 83042, PG. 0425
D.R.D.C.T.

LINCOLN TRUST COMPANY FBO:
DR. HOWARD MILLER
CALLED 12.463 ACRES
VOL. 96035, PG. 0384
D.R.D.C.T.

LOT 4R
BLOCK 1

AMB PROPERTY II, L.P.
CALLED 5.4319 ACRES
VOL. 98157, PG. 05195
D.R.D.C.T.

LOTS 2R, 3R & 4R, BLOCK 1 OF
BELT LINE-MARSH BUSINESS PARK
VOL. 95100, PG. 03275
D.R.D.C.T.



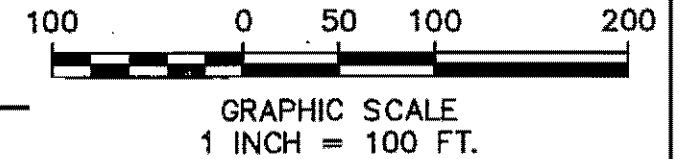
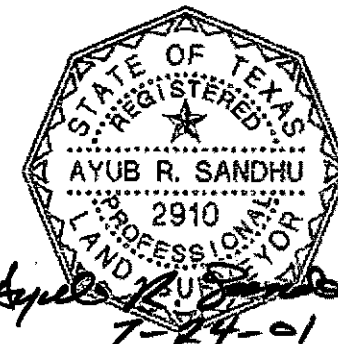
PARCEL 21-TE
A PLAT OF A
0.0532 ACRE (2,315 SQ. FT.)
TRACT OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

NOTES:

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
- PROPOSED RIGHT OF WAY LINE



520006421002

92000 642 1002

FILED
Eug Bullock
COUNTY CLERK
DALLAS COUNTY

01. DEC 26 AM 11: 11

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

STATE OF TEXAS COUNTY OF DALLAS
I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hereon by me.

DEC 26 2001



Eug Bullock
COUNTY CLERK, Dallas County, Texas

RETURN TO: (AFTER RECORDING)

TOWN OF ADDISON
CITY SECRETARY'S OFFICE
5300 BELT LINE ROAD
P.O. BOX 9010
ADDISON, TX 75001-9010

ANGELA
Gayle - Attached is the signed and notarized copy of a temporary construction easement related to the proposed Arapaho Rd., Phase II project. Please file these documents at your earliest convenience. Also, please return two "file-marked" copies of the documents, so I can send one to the property owner and one to our City Attorney.

Thanks.

Steve Chutchian
Steve Chutchian

*See attached! also for your info:
Volume Page # where filed is*

2001 249 00021

gw 12/27

TEMPORARY CONSTRUCTION EASEMENT



STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

THAT OSTEOMED CORPORATION, a California Corporation, 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 to pass over, along, under and across 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 21-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 21ST day of DECEMBER, 2001.

GRANTOR
OSTEOMED CORPORATION

By: [Signature]
Print Name: WALTER J. HUMANN
Print Title: PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

§
§

BEFORE ME, the undersigned notary public in and for said county and state, on this 21st day of December, 2001, personally appeared Walter J. Hummer, 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.

Jeannette Simpson
Notary Public, State of Texas
Print Name: Jeannette Simpson

MY COMMISSION EXPIRES:

11-13-2001

[SEAL]

Parcel 21-TE
 Field Note Description
 Arapaho Road Project
 Town of Addison
 Dallas County, Texas

BEING a description of a 0.0532 acre (2,315 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of Lot 4R, Block 1 of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison as evidenced by the plat recorded in Volume 95100, Page 03275 of the Deed Records of Dallas County, Texas, said Lot 4R being a portion of a called 12.463 acre tract of land quitclaimed to Lincoln Trust Company FBO: Dr. Howard Miller by the deed recorded in Volume 96035, Page 0384 of said Deed Records, said 0.0532 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at an aluminum disk found at the common most Westerly Southwest corner of said called 12.463 acre tract, Southeast corner of Lot 1, Block 1, of "Lot 1, Block 1, Belt Line-Marsh Business Park", an addition to the Town of Addison as evidenced by the plat recorded in Volume 83042, Page 1983 of said Deed Records, same being a called 5.4319 acre tract of land conveyed to AMB Property II, L.P. by the deed recorded in Volume 98157, Pg. 05195 of said Deed Records, and Southwest corner of a tract of land dedicated for Right of Way of Arapaho Road by said plat of "Lots 2R, 3R, & 4R, Block 1 of Belt Line-Marsh Business Park", said point being in the North Right of Way line of Realty Road (variable width) as dedicated by the plat of Belt Line-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat recorded in Volume 78155, Page 0001 of said Deed Records;

THENCE, NORTH 12°01'05" EAST, (Called North 12°12'01" East), departing said line and along the common West line of said called 12.463 acre tract, West line of said Arapaho Road Right of Way dedication and East line of said Lot 1, a distance of 12.00 feet to common Northwest corner of said Arapaho Road Right of Way Dedication, Southwest corner of said Lot 4R, Southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, NORTH 12°01'05" EAST, (Called North 12°12'01" East), departing said lines and along the common West line of said Lot 4R and East line of said Lot 1, a distance of 10.00 feet to a point for corner;

PARCEL 21-TE - ARAPAHO ROAD PROJECT

THENCE, SOUTH 77°58'55" EAST, departing said common line, a distance of 231.53 feet to a point for corner;

THENCE, SOUTH 12°01'05" WEST, a distance of 10.00 feet to a point in the common South Line of said Lot 4R and North line of said Arapaho Road Right of Way Dedication;

THENCE, NORTH 77°58'55" WEST; (Called NORTH 77°47'59" WEST), along the common South line of said Lot 4R and North Right of Way line of said Arapaho Road, a distance of 231.53 feet to the **POINT OF BEGINNING;**

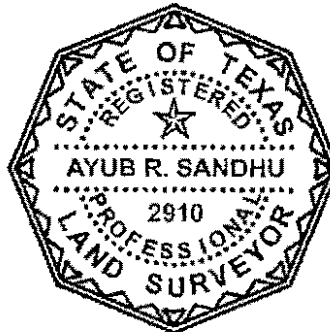
CONTAINING an area of 0.0532 acres or 2,315 square feet of land within the metes recited.

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 7-24-01
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



DAVID MYERS SURVEY
A-923

EXHIBIT "B"

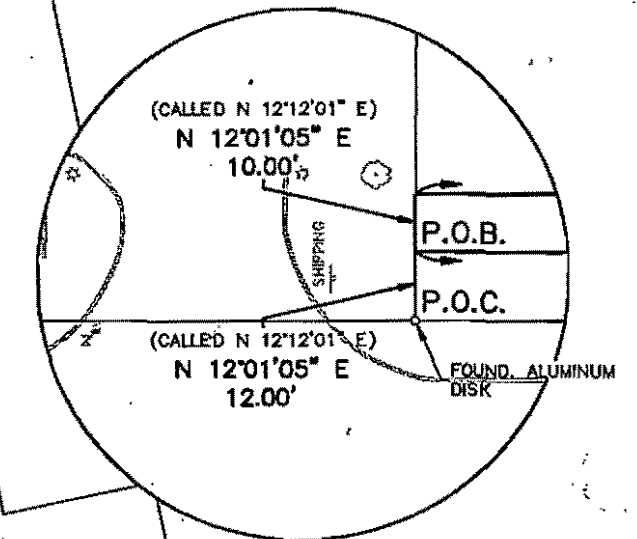
LOT 1, BLOCK 1
BELT LINE-MARSH BUSINESS PARK
VOL. 83042, PG. 0425
D.R.D.C.T.

LINCOLN TRUST COMPANY FBO:
DR. HOWARD MILLER
CALLED 12.463 ACRES
VOL. 96035, PG. 0384
D.R.D.C.T.

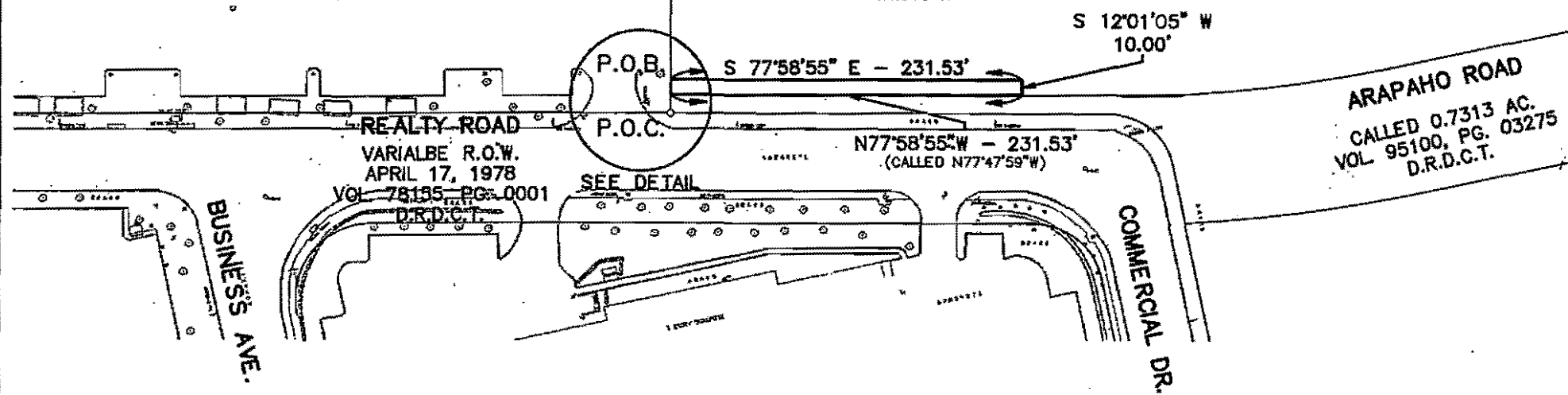
LOT 4R
BLOCK 1

AMB PROPERTY II, L.P.
CALLED 5.4319 ACRES
VOL. 98157, PG. 05195
D.R.D.C.T.

LOTS 2R, 3R & 4R, BLOCK 1 OF
BELT LINE-MARSH BUSINESS PARK
VOL. 95100, PG. 03275
D.R.D.C.T.



DETAIL



ARAPAHO ROAD
CALLED 0.7313 AC.
VOL. 95100, PG. 03275
D.R.D.C.T.

REALTY ROAD
VARIABLE R.O.W.
APRIL 17, 1978
VOL. 78135, PG. 0001
D.R.D.C.T.

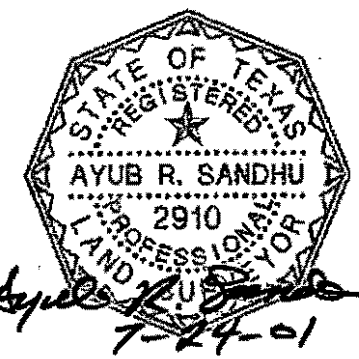
PARCEL 21-TE
A PLAT OF A
0.0532 ACRE (2,315 SQ. FT.)
TRACT OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

NOTES:

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
- PROPOSED RIGHT OF WAY LINE



GRAPHIC SCALE
1 INCH = 100 FT.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

§

§

THAT OSTEOMED CORPORATION, a California Corporation, 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 to pass over, along, under and across 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 21-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 21ST day of DECEMBER, 2001.

GRANTOR
OSTEOMED CORPORATION

By: [Signature]
Print Name: WALTER J. HUMANN
Print Title: PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

§
§

BEFORE ME, the undersigned notary public in and for said county and state, on this 21st day of December, 2001, personally appeared Walter J. Adams, 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.

Jeanette Simpson
Notary Public, State of Texas
Print Name: Jeanette Simpson

MY COMMISSION EXPIRES:

11-13-2001

[SEAL]

Parcel 21-TE
 Field Note Description
 Arapaho Road Project
 Town of Addison
 Dallas County, Texas

BEING a description of a 0.0532 acre (2,315 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of Lot 4R, Block 1 of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison as evidenced by the plat recorded in Volume 95100, Page 03275 of the Deed Records of Dallas County, Texas, said Lot 4R being a portion of a called 12.463 acre tract of land quitclaimed to Lincoln Trust Company FBO: Dr. Howard Miller by the deed recorded in Volume 96035, Page 0384 of said Deed Records, said 0.0532 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at an aluminum disk found at the common most Westerly Southwest corner of said called 12.463 acre tract, Southeast corner of Lot 1, Block 1, of "Lot 1, Block 1, Belt Line-Marsh Business Park", an addition to the Town of Addison as evidenced by the plat recorded in Volume 83042, Page 1983 of said Deed Records, same being a called 5.4319 acre tract of land conveyed to AMB Property II, L.P. by the deed recorded in Volume 98157, Pg. 05195 of said Deed Records, and Southwest corner of a tract of land dedicated for Right of Way of Arapaho Road by said plat of "Lots 2R, 3R, & 4R, Block 1 of Belt Line-Marsh Business Park", said point being in the North Right of Way line of Realty Road (variable width) as dedicated by the plat of Belt Line-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat recorded in Volume 78155, Page 0001 of said Deed Records;

THENCE, NORTH 12°01'05" EAST, (Called North 12°12'01" East), departing said line and along the common West line of said called 12.463 acre tract, West line of said Arapaho Road Right of Way dedication and East line of said Lot 1, a distance of 12.00 feet to common Northwest corner of said Arapaho Road Right of Way Dedication, Southwest corner of said Lot 4R, Southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, NORTH 12°01'05" EAST, (Called North 12°12'01" East), departing said lines and along the common West line of said Lot 4R and East line of said Lot 1, a distance of 10.00 feet to a point for corner;

PARCEL 21-TE - ARAPAHO ROAD PROJECT

THENCE, SOUTH 77°58'55" EAST, departing said common line, a distance of 231.53 feet to a point for corner;

THENCE, SOUTH 12°01'05" WEST, a distance of 10.00 feet to a point in the common South Line of said Lot 4R and North line of said Arapaho Road Right of Way Dedication;

THENCE, NORTH 77°58'55" WEST, (Called NORTH 77°47'59" WEST), along the common South line of said Lot 4R and North Right of Way line of said Arapaho Road, a distance of 231.53 feet to the **POINT OF BEGINNING;**

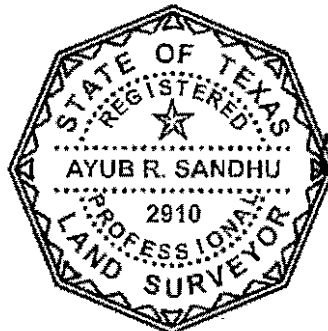
CONTAINING an area of 0.0532 acres or 2,315 square feet of land within the metes recited.

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 7-24-01
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



1

2

Steve Chutchian

To: Jim Cullar
Subject: RE: Arapaho Rd - Questions Regarding Remainders, etc.

Jim - I will try to answer your questions below:

- 1) At this time, we have not approached the owner of Pcl 5 regarding our r.o.w. needs. In a case of redevelopment, the property would be required to comply with the 25 ft. setback requirement, unless voided through our Board of Adjustments.
- 2) It has always been our intention to provide parking/access under the proposed bridge for Pcls 7 & 8. We plan to set up a meeting with each owner in January and bring the City Manager with us to the meeting. During the course of design, we may require a construction easement for the parking lot, but it is too early to determine dimensions, number of spaces, etc. We expect these two parcels to be somewhat difficult to obtain.
- 3) The issues of noise and vibration are very relevant to this project, as it affects certain properties. We will definitely include these factors in our bridge design and will discuss it with each owner in our individual meetings in January.
- 4) As stated earlier, we do not know how many spaces will be provided to Mr. Crouch. However, the proposed parking area is specifically earmarked for Mr. Crouch's utilization, and should count toward his commercial parking requirements.
- 5) Regarding the additional information on Pcls. 12 & 13, you may reach a point where your analysis must be completed without the information being provided by the owner. If you feel it is necessary, we can make contact with Mr. De Feo. However, we would need to know what to ask for.

Should you or Richard need additional information, please let me know. Thanks.

Steve Chutchian

---Original Message---

From: Jim Cullar [mailto:jimcullar@airmail.net]
Sent: Sunday, December 16, 2001 7:12 PM
To: Steve Chutchian
Cc: Patrick J. Haggerty; Jim Pierce
Subject: Arapaho Rd - Questions Regarding Remainders, etc.

Steve,

This is a slightly revised version of the immediately preceding e-mail message that Richard Baker sent to you from our office. I noticed a few typos, and incomplete sentences. This version is more clear, from my perspective. Please feel free to copy both of us with the answers. We will be working much of the week before and after Christmas. Your answers will clarify and contribute to our progress.

Thanks,

Jim Cullar

Prior to finalizing our preliminary analysis on several of the Arapaho Road parcels, we have a few

questions.

1) Pcl 5 - Tharaldson/Heritage Inn XIII - Has an agreement been reached for the eastern portion of this property (where the hotel is)? If so, could you provide a legal description of the proposed acquisition area for the western portion where an agreement has not been apparently reached? Secondly, if no agreement has been reached on this parcel, will the City require the owner, in a situation of re-development due to disaster loss greater than 50%, to comply with the 25 foot setback requirement. Would the answer be the same as that related to Dingman (which you answered last week)? As you know, the new ROW line will be within 15 feet of the existing improvements. That may be because the design needed to change, subsequent to platting for the hotel.

2) Pcl 7 - How close to an agreement can the City come to agreeing that the owner of Pcl 9 can depend on the availability of the potential additional parking under the new elevated portion of the bridge? This additional parking is not an important valuation aspect in the appraisal of this property. However, it could be a big factor in overcoming some of the proximity concern during negotiations. NOTE: Regarding both Pcl 8 (Crouch) and Pcl 7 (Dingman) can the city agree to the parking being allowed as long as the bridge is there? And, how many spaces will be under this portion of the bridge?

3) As we consider various elements of potential damaging influences to these two parcels, and to Pcl 5 (the hotel, unless you have closure on that parcel) we should be prepared to respond to the accusation by the owner, as well as on Pcls 7 & 8 (Crouch and Dingman), regarding potential transfer of sound and vibration into the adjacent buildings, as a disturbing and value diminishing factor. To that end, is it feasible for the City to add to the bridge design criteria, and engineering study, for any building closer than the minimum required 25 foot set back, that would answer the question of and abnormally high amount of noise and vibration?

Our theory is, that if this could be addressed, the answers could help quantify, and thus to possibly 'contain' this one potential damaging element, because the cost to cure could probably be factored into the appraisal report, or could be used in negotiations with the owner, and/or would be needed in a condemnation hearing. Importunely, however, there will be other potentially damaging factors under consideration by the property owner. Our job is to foresee them, and help you address them in our work product.

4) Pcl 8 - Will the City permit Crouch to count the parking planned for under the new roadway/bridge in his FAR? The closer, or more firm, the City can get to being able to assure the property owner of his current, or greater, parking capacity, the lesser that potentially damaging factor would be (that related to loss of parking). Also, wherein he is the only likely user of the spaces under the bridge, how many spaces can be provided under the bridge?

5) We are awaiting additional information from Mr. Ralph De Feo (Pcl Nos. 12 and 13) prior to finalizing our preliminary compensation estimate. We will continue to analyze the property and proposed acquisition using industry based information; and we can provide Pat Haggerty with enough draft information to start his negotiations in your behalf. However, we will not finalize until the information is provided, or we are directly informed that the information will not be supplied, or we run out of time to turn our work into the City.

Note: We can and will provide preliminary draft reports and compensation estimates for Pat, and for the City's budgeting information. Until engineering is complete, this process may require multiple, and additional, iterations of the same property. Therefore, no information provide to the City or to Pat Haggerty can be considered complete, until the road and bridge design is more complete.

Thanks and Merry Christmas and Happy New Year Blessings to all of the readers of this message.

Jim Cullar and Richard Baker
for Evaluation Associates

TEMPORARY CONSTRUCTION EASEMENT

1600822

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

11/13/01 2938681 \$15.00
Deed

KNOW ALL MEN BY THESE PRESENTS

THAT AMERICAN RECREATION CENTERS, INC., a California corporation, 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, bargain, confirm and deliver to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and State of Texas, a temporary easement and right to pass over, along, under and across portions of GRANTOR'S property (the "Easement"), as shown and depicted on Arapaho Road Driveway Exhibit E, attached hereto and incorporated herein ("Easement Area 1") and Arapaho Road Driveway Exhibit F, attached hereto and incorporated herein ("Easement Area 2") (both Easement Area 1 and Easement Area 2 shall sometimes be collectively referred to herein as the "Easement Area"), for the purpose of constructing a roadway to be known as Arapaho Road (the "Roadway").

This Easement is temporary and shall only be used by GRANTEE and its contractors in connection with the construction of the Roadway adjacent to the Easement Area. GRANTEE shall restore the Easement and Easement Area to the condition that existed before the construction of the Roadway.

GRANTEE agrees to and does hereby indemnify and hold harmless GRANTOR and will defend GRANTOR from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury and damages to property alleged to have been caused by any negligent act of GRANTEE in connection with or arising out of GRANTEE'S construction activities authorized by this Easement and occurring in the Easement and Easement Area, unless such damage, injury or cost arises out of the gross negligent or willful acts of GRANTOR, its agents, employees, contractors, and invitees; provided however, that such indemnity is provided by GRANTEE without waiving any immunity that it may be entitled to, and further, such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort Claims Act. In providing this indemnity, GRANTEE is not waiving any defense afforded by Federal or Texas law, and this indemnity is solely for the benefit of GRANTOR and not intended to create or grant any rights, contractual or otherwise to any other person or entity.

Access to and use of the Easement and Easement Area by GRANTEE for the purposes expressly provided hereunder shall not materially interrupt or disrupt GRANTOR'S use of the remainder of GRANTOR'S property during the construction of the Roadway and shall not be used in a manner that will at any time prohibit or substantially interfere with all access to and from Grantor's Property.

GRANTEE agrees not to store equipment and materials necessary to the construction of the Roadway on the Easement and Easement Area.

GRANTEE may record this instrument at its expense.

This Easement shall terminate 24 months from the date the Notice to Proceed with construction under the construction contract for the Roadway adjacent to the Easement Area is issued, or upon completion of the construction of the portions 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 or 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 2ND day of November, 2001.

GRANTOR
AMERICAN RECREATION CENTERS, INC.,
a California corporation

By *Mark S. Hatcher*
Mark S. Hatcher
Title Vice President of Real Estate

STATE OF VIRGINIA §
COUNTY OF HANOVER §

2nd BEFORE ME, the undersigned notary public in and for said county and state, on this day of November, 2001, personally appeared Mark S. Hatcher, 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.

Ann S. Davis
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/31/03

[SEAL]

AMB PROPERTIES II, L.P.
PROPOSED ROW

N

SCALE: 1"=20'

ARAPAHO ROAD

22+00

NW CORNER
OF TCE

DRIVEWAY EASEMENT AREA
= 202 SF = 0.0046 AC.

EXISTING ROW

TRIANGLE BOWL ASSOCIATES

TRANS.

THE NW CORNER OF THE TEMPORARY CONSTRUCTION
EASEMENT IS LOCATED 76.70' AT A BEARING OF S77°58'55"E
FROM THE PT OF ROW CURVE AT THE SE CORNER OF BUSINESS
AVE AND ARAPAHO RD.

PT OF ROW CURVE -
SE CORNER OF BUSINESS AVE
AND ARAPAHO RD

NW CORNER
OF TCE

ARAPAHO ROAD

S77°58'55"E
76.70'

TCE LOCATION MAP
N.T.S.

ARAPAHO ROAD
DRIVEWAY EXHIBIT E

2001222 07843

LINCOLN TRUST COMPANY CUSTODIAN

EXISTING ROW



SCALE: 1"=20'

ARAPAHO ROAD

24+00

DRIVEWAY EASEMENT AREA

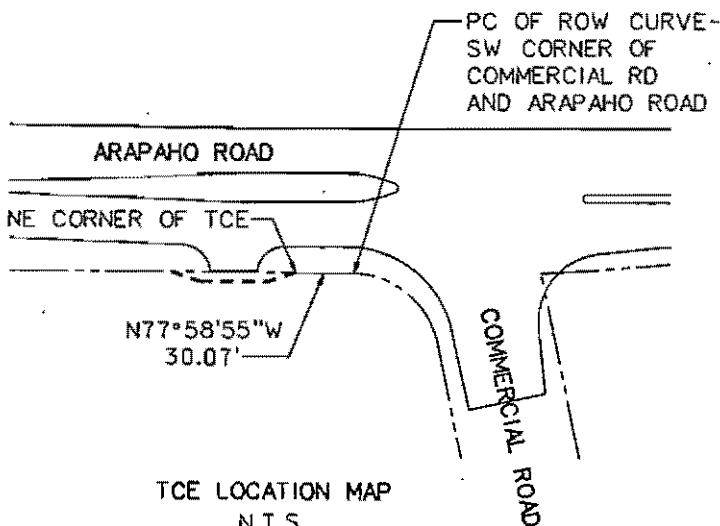
= .250 SF. = 0.0057 AC.

EXISTING ROW

NE CORNER OF TCE

TRIANGLE BOWL ASSOCIATES

THE NE CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 30.07' AT A BEARING OF N77°58'55"W FROM THE PC OF ROW CURVE OF SW CORNER OF COMMERCIAL RD AND ARAPAHO RD.



2001222 07844

ARAPAHO ROAD
DRIVEWAY EXHIBIT F

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

December 5, 2001

~~Mr. David Spence
Hexter Fair Title Company
8333 Douglas Avenue, Suite 130
Dallas, Texas 75225~~

RE: GF No. PC01139261

Dear David:

Enclosed is the Certificate of Existence for Tarragon Brooks, L.P. The document also certifies that the entity status in Texas is active. Please let me know if this satisfies the conditions in the title commitment. I am enclosing the cover letter in case you need to contact Chuck Rubenstein directly.

If you have any questions or need anything further, please give me a call.

Sincerely,

Angela K. Washington

AKW:tlp
Enclosures

c: ✓ Mr. Steve Chutchian, w/Town
Mr. Ken Dippel, w/firm



TARRAGON REALTY INVESTORS, INC.

December 4, 2001

VIA AIRBORNE EXPRESS

Angela Washington, Esq.
Cowles & Thompson, P.C.
901 Main Street
Suite 400
Dallas, Texas 75202

Re: Tarragon Brooks, L.P.

Dear Angela:

Per Chuck Rubenstein's request please find enclosed the original Certificate of Existence for the above referenced entity.

If you have any comments or questions, please do not hesitate to contact the undersigned.

Sincerely yours,


Isabel C. De Leon

cc: Chuck Rubenstein

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Geoffrey S. Connor
Assistant Secretary of State

Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate Of Limited Partnership for TARRAGON BROOKS, L.P. (filing number: 11946010), a Domestic Limited Partnership (LP), was filed in this office on April 13, 1999.

It is further certified that the entity status in Texas is active.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on November 26, 2001.



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor
Assistant Secretary of State

Steve Chutchian

To: Jim Cullar
Subject: RE: Public Storage Valuation Assumptions

Jim - sorry it has taken so long to get back with you. I seem to always have some dog nipping at my heels around here. Please note the following response to your questions:

1. We will take the initiative to demolish the buildings within the 25 ft. setback area, as well as within the street right-of-way, by a separate contract from the roadway construction contract. We will need to acquire a TCE from the storage people prior to bidding the work. The demolition contract probably would not be let for another year or so.
2. If we rely on the owners to demolish any building structures in the setback area, we may not them demolished in this decade.
3. The temporary construction easement would encompass the area within the 25 ft. width. Can you value it without having the easement in hand at this time? or do we need to prepare a legal description and map now?
4. Yes, the existing structures seem to be directly affected by our proposed improvements.

We continue to get calls from the owner's representative, Tracy Taylor, with Watson & Taylor, Inc. They are apparently very interested in obtaining the portion of our Parcel 14, adjacent to Surveyor Blvd. that we are willing to swap for their property. Do you know when your appraisals on Parcels 12, 13 & 14 will be complete. I look forward to seeing you and/or Richard at our meeting on Dec. 6th. Thanks.

Steve Chutchian

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

From: Jim Cullar [mailto:jimcullar@airmail.net]
Sent: Friday, November 30, 2001 6:42 PM
To: Steve Chutchian
Subject: Public Storage Valuation Assumptions

Dear Steve,

1. We are under the impression that the you will want to have the right (by permission or TCE) to demolish the improvements within the 25 foot building setback from the new Arapaho Road. If so, and if not acquired by agreement, (if condemned) your attorney will most likely recommend a formal TCE.
2. Will the City want to do the demolition within the new 25 foot setback area? Our guess is that the City may not be able to enforce demolition, unless they do it themselves and have a legal working area.
3. If you will need a TCE covering the 25 foot setback, we should value it.
4. Is it consistent with your thinking that we should value the portion of the improvements in the 25 foot setback area?

We will complete this appraisal soon after hear from you on the answers to this question.

Happy Holidays,

Jim Cullar

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

November 28, 2001

Mr. David Spence
Hexter Fair Title Company
8333 Douglas Avenue, Suite 130
Dallas, Texas 75225

RE: GF No. PC01139261

Dear David:

Enclosed is a copy of the executed and acknowledged Waterline Easement document from Tarragon Realty. I have informed Mr. Rubenstein with Tarragon of the information you requested in the title commitment. Please take whatever steps are necessary to complete this transaction and obtain the Seller's Settlement Statement. Let me know if you have any trouble obtaining the information you need for the title insurance.

Also, enclosed is an executed copy of your form requesting deletion of the arbitration provision. If you have any questions or need anything further, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c: Mr. Steve Chutchian, w/Town
Mr. Ken Dippel, w/firm

D. Once commenced, all work for which the temporary easements are granted under this Agreement shall be completed by or for Grantee as quickly as reasonably practicable, but in no event more than 90 days after work is commenced. All work performed by Grantee shall be performed between 8:00 A.M. and 6:00 P.M. Monday through Saturday, and will be performed so as to minimize as much as practicable, disturbance of the operations of Grantor's property and the use thereof by Grantor and its lessees, licensees, invitees, agents and employees. Except in an emergency, as determined by Grantee or its contractor, Grantee shall provide Grantor 24 hours notice prior to temporarily discontinuing water supply to the remainder of Grantor's property in connection with its work during the 90-day period described above.

E. Grantee shall indemnify and hold harmless Grantor and its affiliates and partners and respective officers, directors and employees from and against any and all liability, actions, causes of action, damages, claims, lawsuits, judgments, costs and expenses for personal injury or property damage suffered by any person to the extent that such injury or damage may be caused by any negligent act of Grantee in connection with work performed by or for Grantee under this agreement; provided, however, that such indemnity is provided by Grantee without waiving any immunity that it may be entitled to, and further such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort claims Act. In providing this indemnity, Grantee is not waiving any defense afforded by federal or Texas law, and this indemnity is solely for the benefit of Grantor and its affiliates and partners and respective officers, directors and employees and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.


F. A pre-construction meeting regarding the work to be performed in the 90-day period described in Paragraph D shall be held at the property between representatives of Grantee and Grantor. Unless otherwise agreed to by Grantor, Grantee shall notify Grantor at least 30 days prior to the commencement of such work, and shall provide a schedule of work to Grantor's property manager at that time. All work areas shall be properly marked and secured.

TO HAVE AND TO HOLD the above-described rights-of-way in and to said premises with the right of ingress and egress thereto together with all and singular the rights and hereditaments thereunto in anywise belonging unto the Town of Addison and its successors and assigns forever, and Tarragon Brooks L.P., does hereby bind its heirs, successors, assigns, executors and administrators to defend all and singular said premises unto the Town of Addison, its successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 26th day of November, 2001.

GRANTOR
TARRAGON BROOKS, L.P.

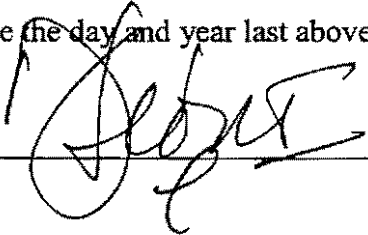
By: Vinland Oakbrook, Inc., General Partner

By: 
Charles D. Rubenstein
Executive Vice President

STATE OF NEW YORK §
COUNTY OF New York §

BEFORE ME, the undersigned notary public in and for said county and state, on this 26 day of November 2001, personally appeared Charles D. Rubenstein, 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.



MY COMMISSION EXPIRES:

ISABEL C. DeLEON
Notary Public, State of New York
No. 01DE6050149
Qualified in New York County
Commission Expires October 30, 2002

[SEAL]

**FIELD NOTE DESCRIPTION
FOR
MARSH LANE WATER LINE EASEMENT
ACROSS THE PROPERTY OF
VINLAND PROPERTY TRUST**

EXHIBIT A

BEING a parcel of land for water line easement in the Noah Good Survey, Abstract No. 520, Dallas County, Texas, and being a part of a tract of land conveyed to Vinland Property Trust by a deed now of record in Volume 97115, Page 03165 of the Deed of Records of Dallas County, Texas, said parcel being more particularly described as follows:

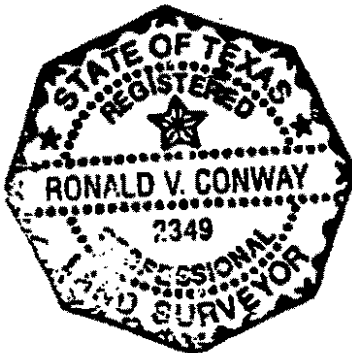
BEGINNING at an "X" cut found for a corner, said corner being at the intersection of the east Right Of Way line of Marsh Lane (100 feet Right Of Way) and the north Right Of Way line of Brookhaven Club Drive (100 feet Right Of Way), said corner being due south along the east Right Of Way line of said Marsh Lane, a distance of 331.75 feet from an "X" cut found on the east Right Of Way line of said Marsh Lane;

THENCE North along the west property line of said Vinland Tract and the east Right Of Way line of said Marsh Lane, a distance of 217.97 feet to a point for a corner;

THENCE S 5°11'23" E, a distance of 218.93 feet to a point for a corner, said point being on the south property line of said Vinland Tract and said north Right Of Way line of said Brookhaven Club Drive;

THENCE N 89°47'47" W along the south property line of said Vinland Tract and said north Right Of Way line of said Brookhaven Club Drive, a distance of 19.80 feet to the POINT OF BEGINNING and containing 0.050 acres of land, more or less.

Also a temporary construction easement being just east of and adjacent to, the above described permanent water line easement and being triangular in shape and being 0.20 feet wide adjacent to the south point of the permanent easement and 20.00 feet wide at the north point of the permanent easement, also a temporary construction easement being just east of and adjacent to the west property line of said Vinland Tract and being rectangular in shape and being 20.00 feet wide from the north point of the permanent easement to the north property line of said Vinland Tract, both temporary construction easements to be used only during the construction of the proposed water line, and containing 0.099 acres of land, more or less.



Ronald V. Conway
3/9/00

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 a 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.

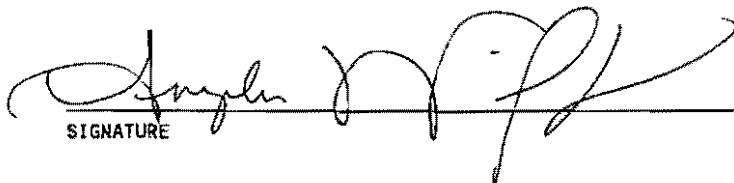
The Arbitration provision in the Policy is as follows:


"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 the 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 an 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


DATE

DATE SUBMITTED: November 16, 2001
FOR COUNCIL MEETING: November 27, 2001

Passed

Council Agenda Item:

SUMMARY:

This item involves the acquisition of Arapaho Road, Phase II Right-of-Way from Aetna Insurance Company, located at the southeast corner of Marsh Lane and Realty Rd. (Belt Line-Marsh Business Park).

FINANCIAL IMPACT:

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

Cost: \$43,395

BACKGROUND:

These parcels are last pieces of permanent right-of-way needed for the construction of Arapaho Road, Phase II (Marsh Lane to Surveyor Blvd.). Through negotiation with Aetna Life Insurance Company, staff has reached a tentative agreement for a fee-simple taking of permanent right-of-way, containing a total of 7,679 square feet of land, at a unit price of five dollars and sixty-five cents (\$5.65) per square foot (See attached maps of parcels 18-1 & 18-2). The total cost of this acquisition is \$43,395. In addition, a temporary construction easement, with an area of 1,197 square feet, and four temporary driveway easements, with a total area of 3,614 square feet, are also included and considered subsidiary to the total cost of the fee-simple acquisition. The price of this taking is less than the appraised value.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to offer a total of \$43,395 for the acquisition of 7,679 square feet of permanent right-of-way and a total of 4,811 square feet of temporary easements from Aetna Life Insurance Company in the Belt Line-Marsh Business Park.

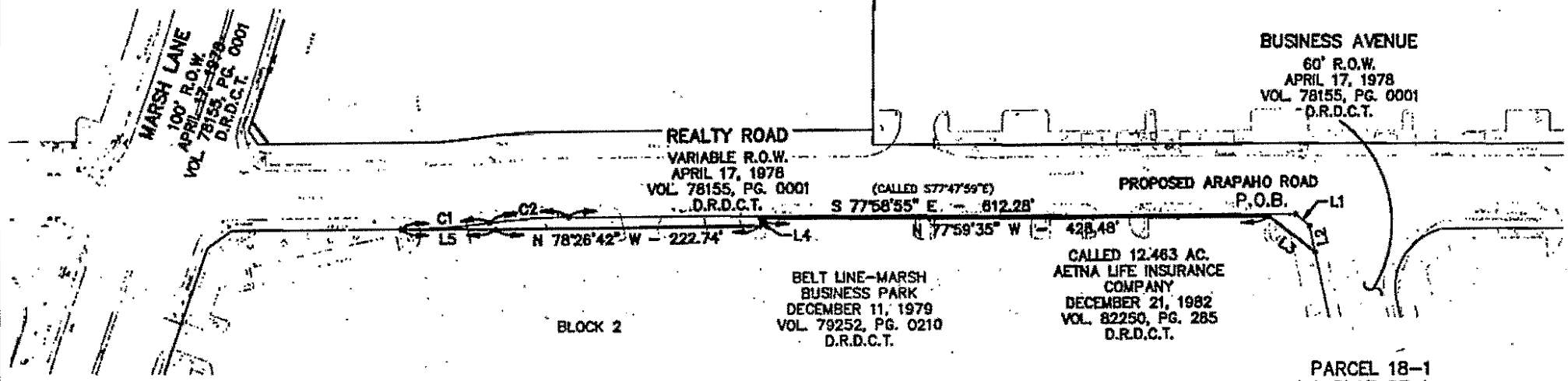
EXHIBIT "B"



LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 39°02'38" E	S38°31'40"E	15.56'	-
L2	S 00°06'18" E	S00°04'38"W	22.80'	-
L3	N 40°38'25" W	-	49.54'	-
L4	S 12°22'29" W	-	6.30'	-
L5	N 77°58'55" W	-	79.58'	-

CURVE TABLE				CHORD
CURVE	DELTA	RADIUS	LENGTH	
C1	8°06'35"	530.00'	75.02'	S 82°02'12" E - 74.95'
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DAVID MYERS SURVEY
A-923



BUSINESS AVENUE

60' R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.

REALTY ROAD
VARIABLE R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.

PROPOSED ARAPAHO ROAD
P.O.B.

BELT LINE-MARSH
BUSINESS PARK
DECEMBER 11, 1979
VOL. 79252, PG. 0210
D.R.D.C.T.

CALLED 12.463 AC.
AETNA LIFE INSURANCE
COMPANY
DECEMBER 21, 1982
VOL. 82250, PG. 285
D.R.D.C.T.

BLOCK 2

PARCEL 18-1
A PLAT OF A
0.0782 ACRE (3,407 SQ. FT.)
TRACT OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

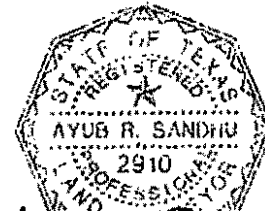
NOTES:

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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



Ayub R. Sandhu
11-5-01



GRAPHIC SCALE
1 INCH = 100 FT.

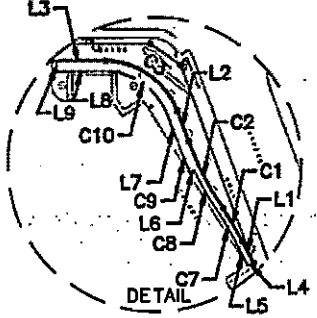
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L9	N 58°16'05" W	-	7.00'	-

BELT LINE - MARSH
BUSINESS PARK
DECEMBER 11, 1979
VOL. 79252, PG. 0210
D.R.D.C.T.

BLOCK 2
CALLED 12.463 AC.
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DECEMBER 21, 1982
VOL. 82250, PG. 285
D.R.D.C.T.



DAVID MYERS SURVEY
A-923

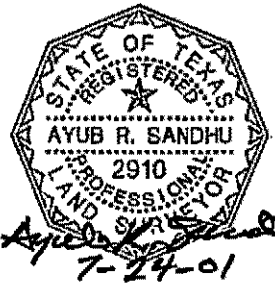
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PARCEL 18-2, 18-TE
A PLAT OF A
0.0981 ACRE (4,272 SQ. FT.),
0.0275 ACRE (1,197 SQ. FT.)
TRACTS OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

DATE SUBMITTED: November 16, 2001
FOR COUNCIL MEETING: November 27, 2001

Council Agenda Item:

SUMMARY:

This item involves the acquisition of Arapaho Road, Phase II Right-of-Way from Aetna Insurance Company, located at the southeast corner of Marsh Lane and Realty Rd. (Belt Line-Marsh Business Park).

FINANCIAL IMPACT:

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

Cost: \$43,395

BACKGROUND:

These parcels are last pieces of permanent right-of-way needed for the construction of Arapaho Road, Phase II (Marsh Lane to Surveyor Blvd.). Through negotiation with Aetna Life Insurance Company, staff has reached a tentative agreement for a fee-simple taking of permanent right-of-way, containing a total of 7,679 square feet of land, at a unit price of five dollars and sixty-five cents (\$5.65) per square foot (See attached maps of parcels 18-1 & 18-2). The total cost of this acquisition is \$43,395. In addition, a temporary construction easement, with an area of 1,197 square feet, and four temporary driveway easements, with a total area of 3,614 square feet, are also included and considered subsidiary to the total cost of the fee-simple acquisition. The price of this taking is less than the appraised value.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to offer a total of \$43,395 for the acquisition of 7,679 square feet of permanent right-of-way and a total of 4,811 square feet of temporary easements from Aetna Life Insurance Company in the Belt Line-Marsh Business Park.

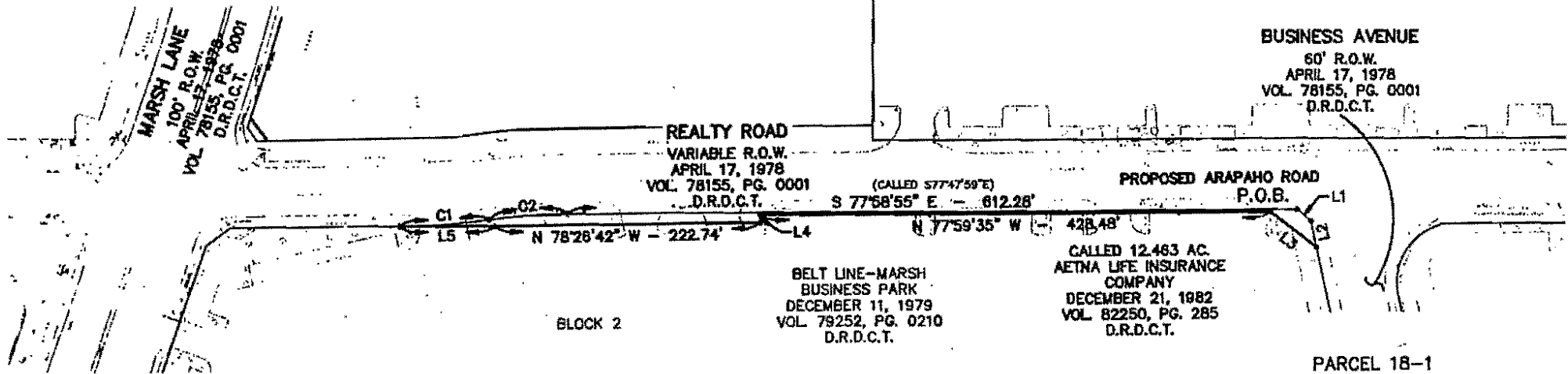
EXHIBIT "B"



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DAVID MYERS SURVEY
A-923



BLOCK 2

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AETNA LIFE INSURANCE
COMPANY
DECEMBER 21, 1982
VOL. 82250, PG. 285
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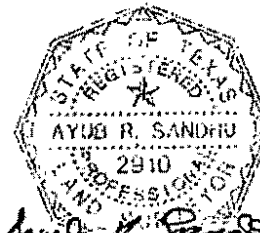
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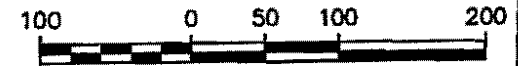
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Ayub R. Sandhu
11-5-01



GRAPHIC SCALE
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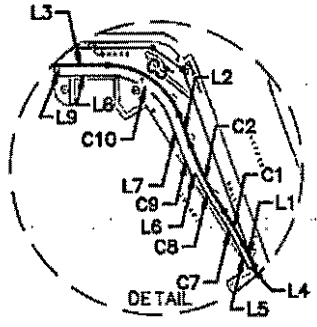
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BELT LINE-MARSH
BUSINESS PARK
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DAVID MYERS SURVEY
A-923

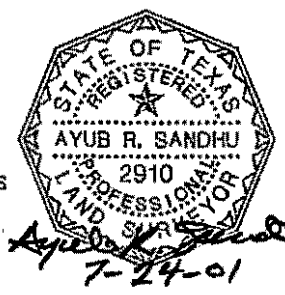
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0.0981 ACRE (4,272 SQ. FT.),
0.0275 ACRE (1,197 SQ. FT.)
TRACTS OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS



GRAPHIC SCALE
1 INCH = 100 FT.

This item is for the acquisition of

DATE SUBMITTED: November 16, 2001
FOR COUNCIL MEETING: November 27, 2001

Council Agenda Item:

SUMMARY:

~~Arapaho Road, Phase II Right-of-Way Acquisition from Aetna Life Insurance Company, Belt Line-Marsh Business Park~~
South east corner of Marsh and Realty Road (Belt Line Marsh Business Park)

FINANCIAL IMPACT:

~~Budgeted Amount: Funds were budgeted, in the amount of \$4,000,000, in the Year 2000 General Obligation Bond Program, Project No. 83300.~~

Cost: \$43,395

Funding Source: Funds are available from the

BACKGROUND:

~~In conjunction with the proposed construction of Phase II of Arapaho Road, from Marsh Lane to Surveyor Blvd, acquisition of necessary right-of-way is nearing completion. Through negotiation with Aetna Life Insurance Company, staff has reached a tentative agreement for a fee-simple taking of permanent right-of-way, containing a total of 7,679 square feet of land, at a unit price of five dollars and sixty-five cents (\$5.65) per square foot (See attached maps of parcels 18-1 & 18-2). The total cost of this acquisition is \$43,395. In addition, a temporary construction easement, with an area of 1,197 square feet, and four temporary driveway easements, with a total area of 3,614 square feet, are also included and considered subsidiary to the total cost of the fee-simple acquisition. The price of this taking is less than the appraised value.~~

RECOMMENDATION:

It is recommended that Council authorize the City Manager to offer a total of \$43,395 for the acquisition of 7,679 square feet of permanent right-of-way and a total of 4,811 square feet of temporary easements from Aetna Life Insurance Company in the Belt Line-Marsh Business Park.

These parcels are the last pieces of permanent right-of-way needed for the construction of Arapaho Road, Phase II (Marsh to Surveyor).

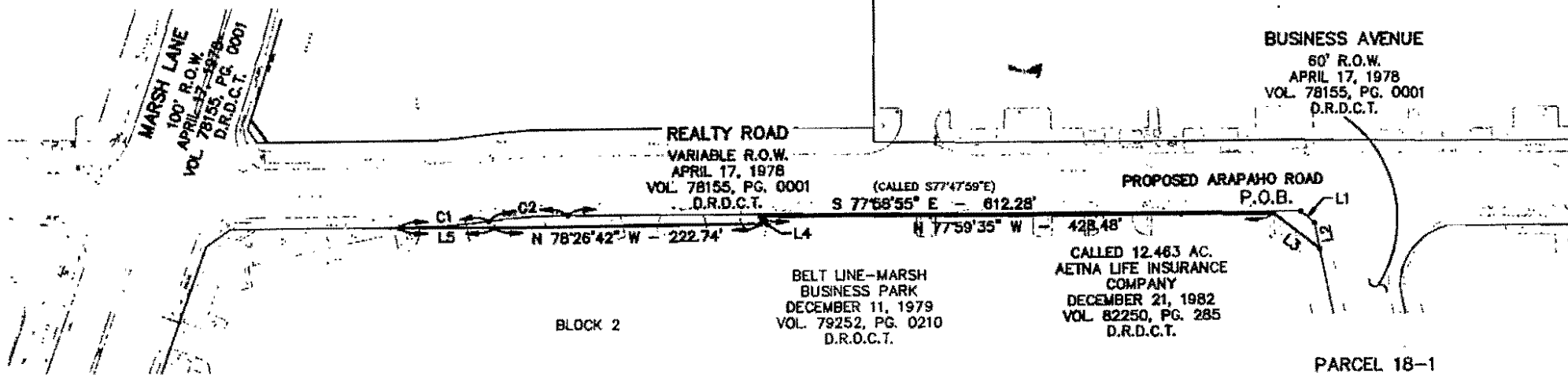
EXHIBIT "B"



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A-923



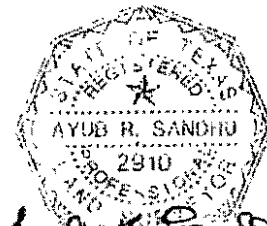
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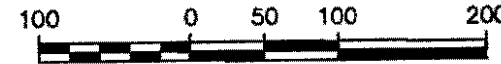
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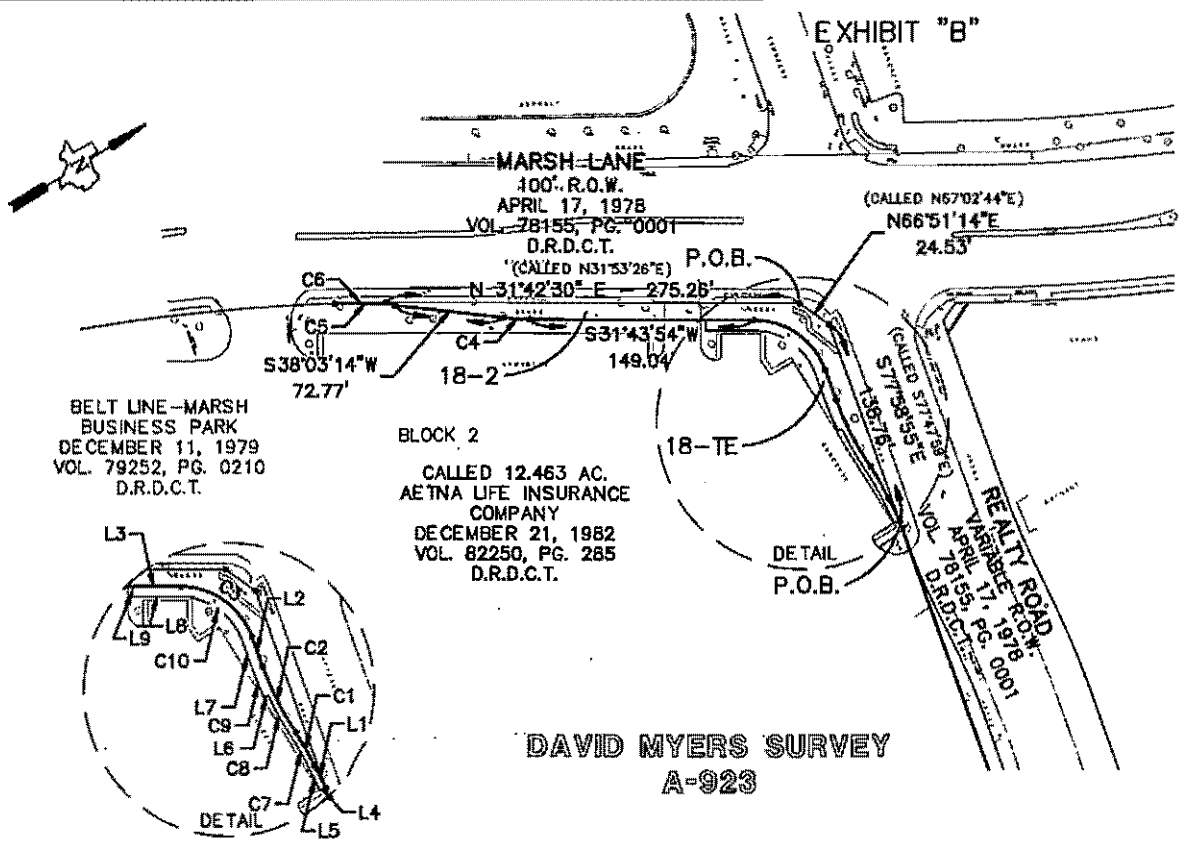


Ayub R. Sandhu
11-5-01



GRAPHIC SCALE
1 INCH = 100 FT.

EXHIBIT "B"



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C8	8°19'37"	213.50'	31.03'	N 87°44'59" W - 31.00'
C9	5°01'11"	216.50'	19.18'	N 80°58'47" W - 19.15'
C10	69°49'24"	43.50'	53.01'	S 66°38'36" W - 49.79'

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	N 84°19'52" W	-	16.37'	-
L2	N 78°26'42" W	-	21.36'	-
L3	N 31°43'54" E	-	32.23'	-
L4	S 11°33'07" W	-	4.02'	-
L5	N 84°19'52" W	-	15.96'	-
L6	S 11°33'19" W	-	3.01'	-
L7	N 78°26'42" W	-	21.36'	-
L8	S 31°43'54" W	-	32.23'	-
L9	N 58°16'05" W	-	7.00'	-

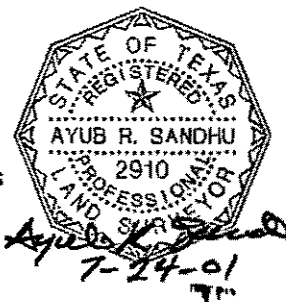
NOTES:

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.

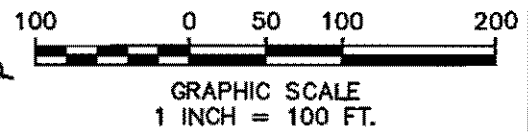
ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

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 18-2, 18-TE
A PLAT OF A
0.0981 ACRE (4,272 SQ. FT.),
0.0275 ACRE (1,197 SQ. FT.)
TRACTS OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

RIGHT-OF-WAY DEED

DATE: _____, 2001

GRANTOR: AETNA LIFE INSURANCE COMPANY

GRANTEE: Town of Addison, Texas
5300 Belt Line Road
Addison, TX 75001
(Dallas County, Texas)

CONSIDERATION:

FORTY-THREE THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS AND 00/100 (\$43,395.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Two tracts of land, herein referred to as Parcels 18-1 and 18-2, together containing approximately 7,679 square feet of land, and more particularly described in Exhibit A-1 (Parcel 18-1 Field Note Description) and Exhibit A-2 (Parcel 18-2 Field Note Description), and depicted on Exhibit B-1 (Parcel 18-1 Survey Depiction) and Exhibit B-2 (Parcel 18-2 Survey Depiction), all of which are attached hereto and incorporated herein by reference.

CONVEYANCE:

Grantor, for the consideration described above 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.

AETNA LIFE INSURANCE COMPANY

By: _____
Print Name: _____
Print Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, 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.

Notary Public, State of Texas
Print Name: _____

My Commission Expires:

[SEAL]

Steve Chutchian

From: Washington, Angela [awashington@cowlesthompson.com]
Sent: Thursday, November 15, 2001 2:37 PM
To: Steve Chutchian (E-mail); DIPPEL, KEN
Subject: FW: Temporary Construction Easement Agreements for Parcel 18, Arapaho Road Project

FYI: Status Report from Farley Houston on Aetna agreements.

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

From: Houston, Farley [mailto:farleyhouston@akllp.com]
Sent: Thursday, November 15, 2001 2:28 PM
To: Washington, Angela
Subject: RE: Temporary Construction Easement Agreements for Parcel 18, Arapaho Road Project

Thanks, Angela. I'm just waiting to conference with Aetna's in-house counsel to make sure they are satisfied with the documents. I'll get you my comments as soon as possible.

Farley G. Houston
Andrews & Kurth L.L.P.
1717 Main Street, Suite 3700
Dallas, Texas 75201
Phone: (214) 659-4503
Fax: (214) 659-4812
Email: farleyhouston@akllp.com

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

From: Washington, Angela [mailto:awashington@cowlesthompson.com]
Sent: Thursday, November 15, 2001 2:26 PM
To: Houston, Farley
Cc: Steve Chutchian (E-mail); DIPPEL, KEN
Subject: Temporary Construction Easement Agreements for Parcel 18, Arapaho Road Project

Farley:

I decided to go ahead and send the other two agreements just in case. They are the Temporary Construction Easement Agreement for parcel 18-TE and the Temporary Construction Easement Agreement for Arapaho Road Driveway Exhibits A,B,C,&D. Let me know if you have any changes.

Angela

<<Temp Const Ease (Driveway Ease) - Parcel 18.DOC>> <<Temp Const EaseAetna Life Ins Co.DOC>>

ARAPAHO ROAD PROJECT PHASE II
Status Report 11/12/01

<u>Parcel</u>	<u>Document</u>	<u>Status</u>
16 – TXU Electric Company	Right-of-way Deed (16) Temp Const Ease (Drwy Ex I)	Executed & filed Executed & filed
17 – Lincoln Trust Company	Right-of-way Deed (17-1 & 17-2) Temp Const Ease (17-TE)	Executed & filed Executed & filed
18 – Aetna Life Insurance Co	Right-of-way Deed (18-1 & 18-2) Temp Const Ease (18-TE) Temp Const Ease (Drwy Ex A,B,C&D)	Forwarded to Atty for review (w/o purchase price) 11/9/01
19TE – Mesquite Creek Develop (Racetrac)	Temp Const Ease (19- TE)	Forwarded to Racetrac 11/02/01 Awaiting execution
20 – AMB Property II, L.P.	Right-of-way Deed (20) Temp Const Ease (Drwy Ex G & H)	Executed & filed Executed & filed
21TE – Osteomed	Temp Const Ease (21-TE)	Forwarded to Pat Haggerty 11/8/01 to get signature
Driveway Exhibits E & F – AMF	Temp Const Ease (Drwy Ex E & F)	Executed & forwarded to Town for filing 11/7/01

COWLES & THOMPSON

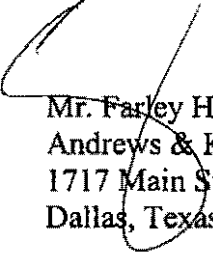
A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

November 9, 2001


Mr. Farley Houston
Andrews & Kurth, LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201

RE: Arapaho Road Project

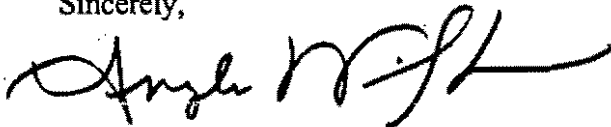
Dear Mr. Houston:

As we discussed, enclosed are the following documents:

1. Right-of-Way Deed for Parcels 18-1 and 18-2;
2. Temporary Construction Easement for Parcel 18-TE; and
3. Temporary Construction Easement for Driveway Exhibits A, B, C and D.

As I stated over the telephone, I do not yet have the final dollar amount; however, I am forwarding the documents in an effort to expedite matters. If you have any questions or proposed changes, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosures

c: ✓ Mr. Steve Chutchian, w/Town (w/o Enclosures)
Mr. Pat Haggerty, w/Campbell Company (w/o Enclosures)
Mr. Ken Dippel, w/firm (w/o Enclosures)

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

November 8, 2001

Mr. David Spence
Hexter Fair Title Company
8333 Douglas Avenue, Suite 130
Dallas, Texas 75225

RE: Parcel 18-1 – Revised Field Notes & Survey

Dear David:

As we discussed, enclosed are revised field notes and a revised survey for Parcel 18-1 owned by Aetna Life Insurance Company. Your file number is PC01139259. It is my understanding that you will be revising the Title Commitment based on these documents. Thank you for your attention to this matter. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c: Mr. Steve Chutchian, w/Town (w/o Enclosures)

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

November 8, 2001

VIA HAND DELIVERY

Mr. Patrick J. Haggerty
Campbell Company
16475 Dallas Parkway #700
Addison, TX 75001

RE: Parcel 21-TE, Arapaho Road Project Phase II

Dear Pat:

As we discussed, enclosed is the Temporary Construction Easement Agreement with original exhibits for Parcel 21-TE owned by Osteomed Corporation. After execution by Osteomed, please forward the original to the Town of Addison so that they can have the document recorded. Also, please forward a copy of the executed document to me for my files. Thank you for your attention to this matter. If you have any questions or if you need assistance, please do not hesitate to call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

c: ✓ Mr. Steve Chutchian, w/Town (w/Enc.)
Mr. Ken Dippel, w/firm

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

THAT OSTEOMED CORPORATION, a California Corporation, 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 to pass over, along, under and across 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 21-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 _____, 2001.

GRANTOR
OSTEOMED CORPORATION

By: _____

Print Name: _____

Print Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

§
§

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, 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 Texas

Print Name: _____

MY COMMISSION EXPIRES:

[SEAL]

Parcel 21-TE
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0532 acre (2,315 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of Lot 4R, Block 1 of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison as evidenced by the plat recorded in Volume 95100, Page 03275 of the Deed Records of Dallas County, Texas, said Lot 4R being all of a called 4.3625 acre tract of land conveyed to Osteomed Corporation by the deed recorded in Volume 2001082, Page 06116 of said Deed Records, said 0.0532 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the common Southwest corner of said called 4.3625 acre tract and Southwest corner of a tract of land dedicated for Right of Way of Arapaho Road by said plat of "Lots 2R, 3R, & 4R, Block 1 of Belt Line-Marsh Business Park", being in the East line of Lot 1, Block 1, of "Lot 1, Block 1, Belt Line-Marsh Business Park", an addition to the Town of Addison as evidenced by the plat recorded in Volume 83042, Page 1983 of said Deed Records, same being a called 5.4319 acre tract of land conveyed to AMB Property II, L.P. by the deed recorded in Volume 98157, Pg. 05195 of said Deed Records, from said beginning point an aluminum disk found for the common Southeast corner of said Lot 1 and most Westerly Southwest corner of said Right of Way dedication bears South 12°01'05" West, a distance of 12.00 feet;

THENCE, NORTH 12°01'05" EAST, (Called North 12°12'01" East), along the common West line of said Lot 4R and East line of said Lot 1, a distance of 10.00 feet to a point for corner;

THENCE, SOUTH 77°58'55" EAST, departing said common line, a distance of 231.53 feet to a point for corner;

THENCE, SOUTH 12°01'05" WEST, a distance of 10.00 feet to a point in the common South Line of said Lot 4R and North line of said Arapaho Road Right of Way Dedication;

THENCE, NORTH 77°58'55" WEST, (Called NORTH 77°47'59" WEST), along the common South line of said Lot 4R and North Right of Way line of said Arapaho Road, a distance of 231.53 feet to the **POINT OF BEGINNING;**

PARCEL 21-TE - ARAPAHO ROAD PROJECT

CONTAINING an area of 0.0532 acres or 2,315 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 7-21-0
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

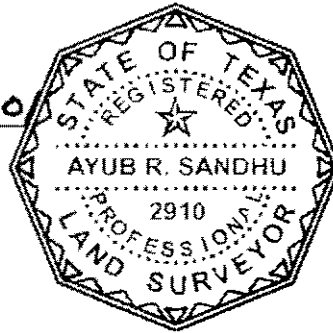


EXHIBIT "B"

TEOMED CORPORATION
CALLED 4.3625 AC.
L. 2001082, PG. 06116
D.R.D.C.T.

LOT 4R
BLOCK 1

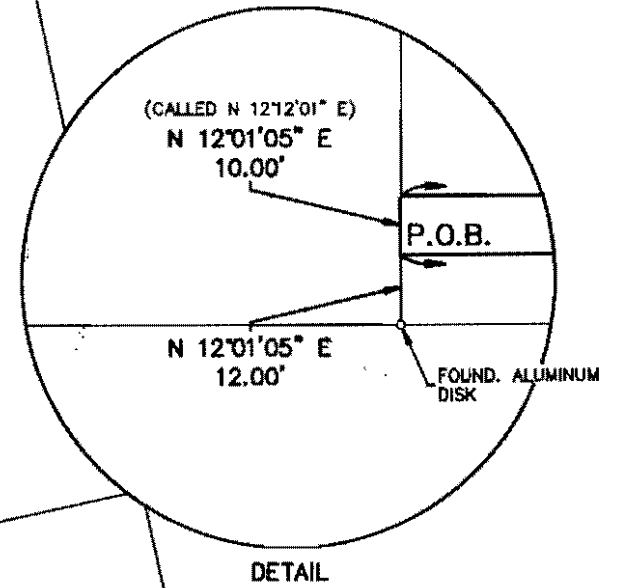
2R, 3R & 4R, BLOCK 1 OF
NE-MARSH BUSINESS PARK
L. 95100, PG. 03275
D.R.D.C.T.

S 12°01'05" W
10.00'
5° E - 231.53'

N77°58'55"W - 231.53'
(CALLED N77°47'59"W)

COMMERCIAL DR.

ARAPAHO ROAD
CALLED 0.7313 AC.
VOL. 95100, PG. 03275
D.R.D.C.T.



PARCEL 21-TE
A PLAT OF A
0.0532 ACRE (2,315 SQ. FT.)
TRACT OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

ENOTES A FOUND POINT AS INDICATED
ENOTES A 5/8" IRON ROD SET
PROPOSED RIGHT OF WAY LINE

AYUB R. SANDHU
2910

Ayub R. Sandhu
7-21-01



GRAPHIC SCALE
1 INCH = 100 FT.

Steve Chutchian

From: Washington, Angela [awashington@cowlesthompson.com]
Sent: Thursday, November 08, 2001 4:48 PM
To: 'Debbie Brown'
Cc: 'Steve Chutchian (E-mail)'; DIPPEL, KEN
Subject: RE: Temporary Construction Easement - Parcel 19 Arapaho Road Project (Addison, TX)

I have spoken to the Town and to Pat Haggerty (the Town's representative who worked with Mr. Milam on this). They have informed me that the plan has always been to obtain the easements prior to beginning the project, as we cannot finalize our construction plans until all necessary easements are obtained. Please relay this to Mr. Milam and let me know if it will be possible to get the document executed within the next few days. Thanks for your assistance.

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

From: Debbie Brown [mailto:dbrown@racetrac.com]
Sent: Thursday, November 08, 2001 12:21 PM
To: Washington, Angela
Subject: RE: Temporary Construction Easement - Parcel 19 Arapaho Road Project (Addison, TX)

I have turned the document over to Bill Milam who told me that it was his understanding that the easement would not be granted until the project was underway.

> -----Original Message-----

> **From:** Washington, Angela [mailto:awashington@cowlesthompson.com]
> **Sent:** Thursday, November 08, 2001 12:38 PM
> **To:** 'dbrown@racetrac.com'
> **Cc:** Steve Chutchian (E-mail); DIPPEL, KEN
> **Subject:** Temporary Construction Easement - Parcel 19 Arapaho Road
> Project (Addison, TX)

> Hi Debbie:

> On November 2, 2001, I e-mailed to you the Town of Addison's proposed
> agreement for a temporary construction easement for the purpose of
> constructing a roadway. I faxed the exhibits on that same date.
> Can you tell
> me the status on this matter? Has the document been executed? If there
> are
> any questions on the document, I can be reached at 214-672-2144.
> Thanks for
> your assistance.
>
> Angela Washington
>

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

November 7, 2001

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

RE: Arapaho Road Project Phase II Driveway Exhibits E and F

Dear Steve:

Enclosed is the original executed Temporary Construction Easement for Driveway Exhibits E and F, Arapaho Road Project Phase II. Once it has been recorded by the City, please forward a file-marked copy to me for my files and, per her request, I will forward a file-marked copy to Ann Garris with AMF Bowling. If you have any questions, please give me a call.

Sincerely,




Angela K. Washington

AKW/yjr
Enclosure

c: Patrick J. Haggerty
Campbell Company
16475 Dallas Parkway #700
Addison, TX 75001

Ken C. Dippel, w/firm

GAYLE - PLEASE
RETURN THE FILED
COPY TO ME & I
WILL FORWARD
COPIES TO ANGELA.
THANKS!




Steve Chutchian

This Easement shall terminate 24 months from the date the Notice to Proceed with construction under the construction contract for the Roadway adjacent to the Easement Area is issued, or upon completion of the construction of the portions 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 or 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 2ND day of November, 2001.

GRANTOR
AMERICAN RECREATION CENTERS, INC.,
a California corporation

By 
Mark S. Hatcher
Title Vice President of Real Estate

STATE OF VIRGINIA §
COUNTY OF HANOVER §

2nd **BEFORE ME**, the undersigned notary public in and for said county and state, on this day of November, 2001, personally appeared Mark S. Hatcher, 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

MY COMMISSION EXPIRES: 10/31/03

[SEAL]

AMB PROPERTIES II, L.P.

PROPOSED ROW

N

SCALE: 1"=20'

ARAPAHO ROAD

22'00"

NW CORNER OF TCE

EXISTING ROW

DRIVEWAY EASEMENT AREA = 202 SF = 0.0046 AC.

TRIANGLE BOWL ASSOCIATES

TRANS.

THE NW CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 76.70' AT A BEARING OF S77°58'55"E FROM THE PT OF ROW CURVE AT THE SE CORNER OF BUSINESS AVE AND ARAPAHO RD.

PT OF ROW CURVE - SE CORNER OF BUSINESS AVE AND ARAPAHO RD

NW CORNER OF TCE

ARAPAHO ROAD

BUSINESS AVE

S77°58'55"E
76.70'

TCE LOCATION MAP
N.T.S.

ARAPAHO ROAD DRIVEWAY EXHIBIT E

g:\25768\h1\pse\Exhibits\are5.dgn

LINCOLN TRUST COMPANY CUSTODIAN

EXISTING ROW



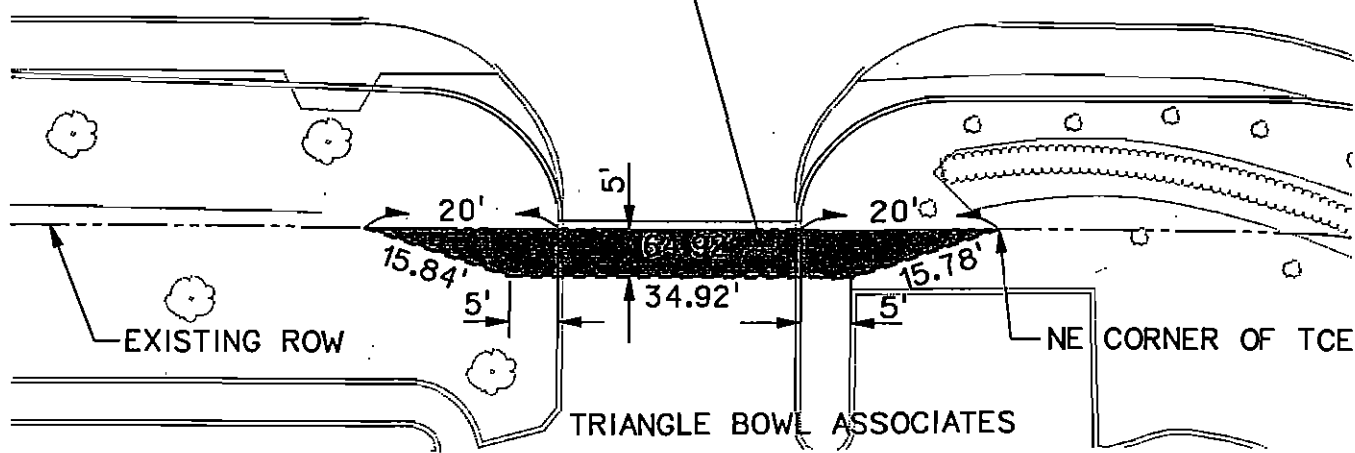
SCALE: 1"=20'

ARAPAHO ROAD

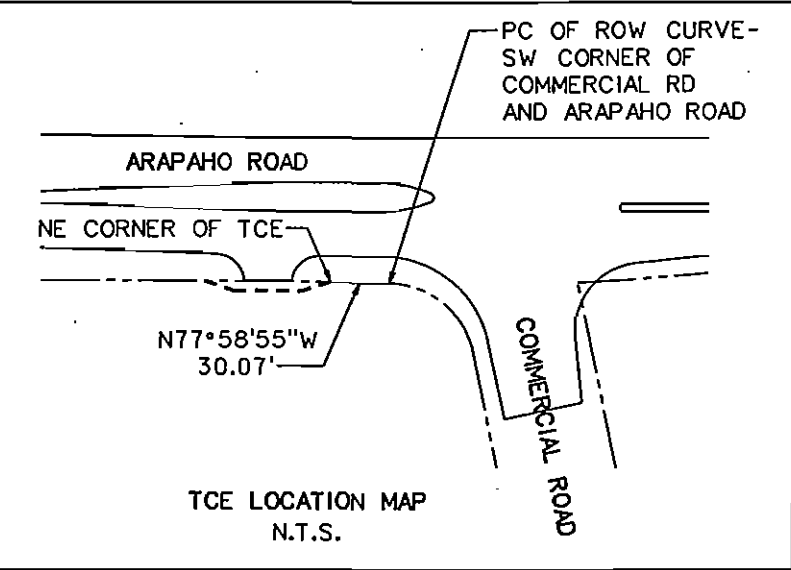
24'00"

DRIVEWAY EASEMENT AREA

= .250 SF = 0.0057 AC.



THE NE CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 30.07' AT A BEARING OF N77°58'55"W FROM THE PC OF ROW CURVE OF SW CORNER OF COMMERCIAL RD AND ARAPAHO RD.



ARAPAHO ROAD
DRIVEWAY EXHIBIT F

g:\25768\h\pse\Exhibits\are6.dgn

Steve Chutchian

From: Washington, Angela [awashington@cowlesthompson.com]
Sent: Wednesday, November 07, 2001 11:51 AM
To: 'Chuck Rubenstein'
Cc: 'mabraham@pacificwestmgmt.com'; Steve Chutchian (E-mail); DIPPEL, KEN
Subject: RE: Addison Waterline Easement Agreement (Brooks Apartments)

Mr. Rubenstein:

My responses and concerns to your proposals are below:

1. We met with your management on site regarding the issues, including working Monday through Saturday. The City had requested 12 months. The management wanted 60 days Monday through Friday. We compromised on 90 days Monday through Saturday in order to ensure completion in 90 days or less. Management considered this to be workable. I am copying Ms. Abraham so that she knows what I am attributing to her.

2 & 3. Municipalities in Texas are very limited with respect to indemnification. Article 11, Section 5 of the Texas Constitution prohibits municipalities from incurring an unknown debt. Thus, in order to be valid, any indemnification clause we can offer has to be very limited. If I adjust the language as you request, the clause will be invalid. There is supporting case law.

4. City staff is not comfortable adding a provision that in essence requires that the schedule be approved by the Grantor. The schedule has already been dictated by the Grantor to the extent that it must be between 8:00 a.m. and 6:00 p.m. Monday through Saturday. In addition, we have agreed to notify Grantor at least 30 days prior to commencement of the work and we have agreed to a preconstruction meeting, where I assume issues and concerns will be worked out. If after that the Grantor is allowed to veto or hold up the schedule, it could cause problems with subcontractors and interfere with our ability to complete the work within the time allowed by the contract. If you can tell me what kinds of scheduling matters are of concern to your management, perhaps we can build in additional safeguards.

Please let me know as soon as possible if you believe these matters can be worked out, as the City has public health and safety concerns with the waterline and will need to make alternate plans quickly. Thank you for your attention to this matter.

Angela Washington

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

From: Chuck Rubenstein [mailto:crubenstein@tarragonrealty.com]
Sent: Monday, November 05, 2001 11:43 AM
To: 'Washington, Angela'
Cc: Larry Grigsby
Subject: RE: Addison Waterline Easement Agreement (Brooks Apartments)

I have the following comments:

1. In Paragraph E, work may be performed Monday through Friday only.
Parking is very tight and Saturday work which takes away any parking spaces does not work for us.
2. In Paragraph F, add the words ",reckless or willful" after the word "negligent" in the fifth line.
3. In Paragraph F, delete the words "provided, however..." continuing to and including the word "and" , beginning after the word "agreement on the 6th line and ending prior to the word "this" on the 9th line.
Capitalize the word "this" in the 9th line.
4. In Paragraph G, add the words "which is reasonably acceptable to Grantor" after the word "time" on the 4th line.

Please confirm that these changes are acceptable.

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

From: Washington, Angela [mailto:awashington@cowlesthompson.com
<mailto:awashington@cowlesthompson.com>]
Sent: Wednesday, October 17, 2001 3:02 PM
To: 'crubenstein@tarragonrealty.com'; 'mabraham@pacificwestmgmt.com'
Cc: 'jpierce@ci.rowlett.tx.us'; 'Steve Chutchian (E-mail)'
Subject: Addison Waterline Easement Agreement (Brooks Apartments)

> Dear Mr. Rubenstein and Ms. Abraham:

>
I am enclosing another copy of the agreement forwarded to you on October 11.

The Town informs me that the staff has made its site visit and marked the property to show you what areas would be affected during construction. Now that you have all the information, please let me know if you are ready to sign the agreement or if there are issues that remain unresolved. If you cannot open the agreement document, please let me know by replying to this message or give me a call at 214-672-2144 and I will fax the agreement. The Town is anxious to begin construction to avoid weather delays and minimize the inconvenience to you and the residents. Thank you so much for your assistance in this matter. I look forward to hearing from you.

> Angela Washington
>
>
> <<Addison Waterline Easement Agreement>>

Steve Chutchian

From: Steve Chutchian
Sent: Wednesday, October 31, 2001 4:13 PM
To: 'hknight@arsengrs.com'
Cc: Michael Murphy; Jim Pierce; Luke Jalbert
Subject: Revisiojn to Parcel 18-1-Arapaho Rd., Phase II

Hugh - Ernie Cox and I discussed the need to revise the legal description and map of parcel 18-1 of the Arapaho Rd., Phase II project. Specifically, the portion of the proposed right-of-way that encroaches upon the existing parking lot along the south side of Realty Road, and owned by Aetna, should be relocated to within 1/2 ft. of the back of the curb. In addition, the revised right-of-way line should wrap around the existing north/south walk section on the far east end of the property. This will affect the corner clip alignment at Business Ave.

It is requested that three (3) sets of revised legal descriptions and maps be prepared as indicated above. Your letter proposal for performing this work is anticipated and appreciated. Thank you.

Steve Chutchian
Assistant City Engineer



TXU Business Services
300 South St. Paul Street
Dallas, TX 75201
P.O. Box 139083
Dallas, TX 75313-9083

September 12, 2001

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
Town of Addison
16081 Westgrove Drive
P.O. Box 9010
Addison, Texas 75001-9010

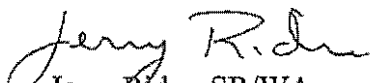
Re: Drainage Improvements for Arapaho Road Phase 2 Extension

Dear Mr. Chutchian:

TXU Electric Company understands that the above referenced roadway extension will include box culvert and concrete channel lining improvements which extend outside the limits of the right-of-way which TXU recently conveyed to the Town of Addison for this project. Some of these drainage improvements fall within the limits of our remaining right-of-way, where the Town of Addison installed a concrete lined channel in 1994. TXU Electric Company hereby grants the Town of Addison permission to make the necessary drainage improvements for the Arapaho Road Phase 2 Extension project within our right-of-way.

Should you have any questions please feel free to call me at (214) 875-3092.

Very truly yours,


Jerry Rider, SR/WA
Right of Way Agent, Sr.

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

September 12, 2001

Ms. Sandra Goforth
Accounting Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

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

**RE: Parcel 20
Arapaho Road Project Phase II**

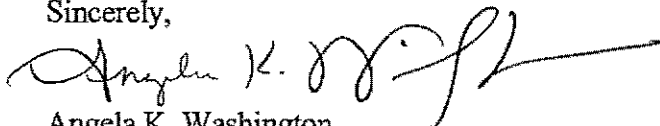
Dear Sandra and Steve:

In connection with Parcel 20, Arapaho Road Project Phase II, enclosed are the following documents:

1. Buyers Settlement Statement;
2. A copy of the executed Right-of-Way Deed; and
3. A copy of the executed Temporary Construction Easement.

Once the Settlement Statement has been executed and the money forwarded to Hexter Fair, they will forward the purchase price to Lincoln Property for distribution to AMB Property II, LP. Should you decide to wire the money to Hexter Fair, wiring instructions are enclosed. If you have any questions or concerns, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosures

c: Mr. Ken C. Dippel, w/firm

TITLE CO.: Hexter-Fair Title Company

SETTLEMENT STATEMENT

Date.: September 12, 2001

File #: PC01136358

Property Pt S.4319 ac ex.3801 Realty Rd, Addison, TX
David Myers Sur., A-923, LT 1 BK 1, BELTLINE MARSH BUSINESS PARK, Dallas County, Tex
 seller AMB Property II, L.P., a Delaware Limited Partnership
 buyer Town of Addison
 Place of Closing 8333 Douglas Avenue, Suite 130, Dallas, TX 75225
Hexter-Fair Title Company

BUYER'S STATEMENT

CHARGES TO BUYER

Purchase Price.....	\$	<u>21,310.00</u>
Document Preparation to Fair & Watts, P.C.....	\$	<u> </u>
Title Insurance to Hexter-Fair Title Company.....	\$	<u>362.00</u>
75.00%/271.50 to David L. Fair		
Courier Fees to Hexter-Fair Title Company.....	\$	<u>20.00</u>
Escrow Fee to Hexter-Fair Title Company.....	\$	<u>150.00</u>
Tax Certificates to Hexter-Fair Title Company.....	\$	<u>30.56</u>
Overnight Delivery to Hexter-Fair Title Company.....	\$	<u> </u>
Restrictions/Court Copies to Hexter-Fair Title Company.....	\$	<u>10.83</u>
Recording Fees.....	\$	<u>19.00</u>
Rec.Fee Construction Eas. to Dallas County Clerk.....	\$	<u>17.00</u>

TOTAL CHARGES\$ 21,919.39

CREDITS TO BUYER

TOTAL CREDITS\$

TOTAL CASH REQUIRED BY BUYER\$ 21,919.39

Purchaser understands the Closing of Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement.

Purchaser understands that tax and insurance provisions 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 HEXTER-PAIR TITLE COMPANY to make expenditures and disbursements as shown above and approves 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.

Town of Addison

By: Michael E. Murphy 9/14/01
 Name: MICHAEL E. MURPHY
 Title: DIRECTOR OF PUBLIC WORKS

Hexter-Fair Title Company

Hexter-Fair Title Company
8333 Douglas Avenue, Suite 130
Dallas, TX 75225

WIRING INSTRUCTIONS

BANK: BANK OF TEXAS, N.A.
5956 Sherry Lane
Suite 1800
Dallas, TX 75225

ABA#: 111014325

TO: Hexter-Fair Title Company

ACCT#: 0034595

REFERENCE: GF# PC01136358

NAME: Town of Addison

Thank you!

After Recording Return To:

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

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

RIGHT-OF-WAY DEED

DATE: 8-16 , 2001

GRANTOR: AMB PROPERTY II, L.P.
 c/o Lincoln Property Company
 500 N. Akard Street, Suite 3300
 Dallas, Texas 75201

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

CONSIDERATION:

TWENTY-ONE THOUSAND THREE HUNDRED TEN DOLLARS AND 00/100 (\$21,310.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

See Exhibit A (Field Note Description for Parcel 20) and Exhibit B (Survey Depiction), both attached hereto and incorporated herein by reference.

RESERVATIONS AND EXCEPTIONS:

This conveyance is given and accepted subject to any and all validly existing restrictions, reservations, covenants, conditions, rights of way, and easements affecting the Property, if any, and filed of record in the county and state where the Property is located, and subject to any municipal and other governmental zoning laws, regulations and ordinances affecting the Property. Except as otherwise expressly provided herein, Grantee, by its acceptance of this Right-of-Way Deed accepts the physical conditions of the Property "AS IS, WHERE IS, WITH ALL FAULTS" and in its present state or condition, without representation by Grantor or any of Grantor's representatives as to any matter not expressly mentioned herein.

CONVEYANCE:

Grantor, a limited partnership organized and existing under the laws of the State of Delaware, for the consideration described above grants, sells, and conveys to Grantee, a municipality authorized under the laws of the State of Texas, 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. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations (set forth above) from and Exceptions (set forth above) to such conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

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.

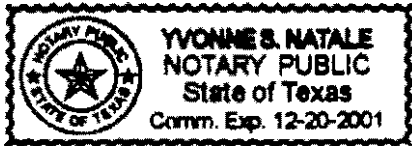
AMB Property II, L.P.

By AMB Property Holding Corporation
General Partner

By: *Douglas Mc Gregor*
Print Name: Douglas Mc Gregor
Print Title: V.P.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, this instrument was acknowledged on this 16TH day of AUGUST, 2001, by DOUGLAS M. GREGOR, the VICE PRESIDENT of AMB Property Holding Corporation, general partner on behalf of AMB Property II, L.P., a limited partnership, who 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.



Yvonne S. Natale
Notary Public in and for the State of Texas
Print Name: YVONNE S. NATALE

My Commission Expires:

12/20/2001

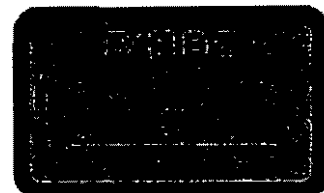
Parcel 20
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0978 acre (4,262 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 5.4319 acre tract of land conveyed to AMB Property II, L.P., by the deed dated July 31, 1998 and recorded in Volume 98157, Page 05195 of the Deed Records of Dallas County, Texas, said called 5.4319 acre tract being all of "Lot 1, Block 1, Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated January 10, 1983 and recorded in Volume 83042, Page 0425 of said Deed Records, said 0.0978 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum disk found at the common Southeast corner of said called 5.4319 acre tract, Southwest corner of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records, and Southwest corner of a tract of land dedicated for Right of Way of Realty Road by said plat of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", said point being in the North Right of Way line of Realty Road (60 feet wide) as dedicated by the plat of Belt Line-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated April 17, 1978 and recorded in Volume 78155, Page 0001 of said Deed Records;

THENCE, NORTH 77°58'55" WEST, (Called NORTH 77°47'59" WEST), along the common South line of said called 5.4319 acre tract and North Right of Way line of said Realty Road, a distance of 434.16 feet to a 5/8 inch iron rod set in the proposed North Right of Way line of Arapaho Road;

THENCE, SOUTH 82°22'10" EAST, departing said line and along the proposed North Right of Way line of Arapaho Road, a distance of 140.43 feet to a "PK" Nail set in saw joint for an angle point;



PARCEL 20 - ARAPAHO ROAD PROJECT

THENCE, SOUTH 78°26'42" EAST, continuing along the proposed North Right of Way line of Arapaho Road, a distance of 294.16 feet to a RR Spike set in rock for the common East line of said called 5.4319 acre tract, West line of Lot 4R of said "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", and West line of that called 12.463 acre tract of land conveyed to Aetna Life Insurance Company by the deed dated December 21, 1982 and recorded in Volume 82250, Page 285 of said Deed Records;

THENCE, SOUTH 12°01'05" WEST, (Called SOUTH 12°12'01" WEST), departing said proposed North Right of Way line of Arapaho Road, along said common line, passing at a distance of 1.12 feet the common Southwest corners of said Lot 4R and said called 12.463 acre tract and Northwest corner of said Right of Way dedication, continuing along the common East line of said called 5.4319 acre tract and West lines of said Right of Way dedication and said "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", for a total distance of 13.12 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.0978 acres or 4,262 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 3-22-00
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

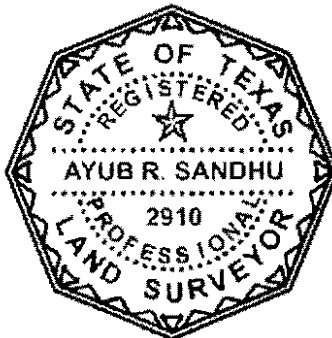
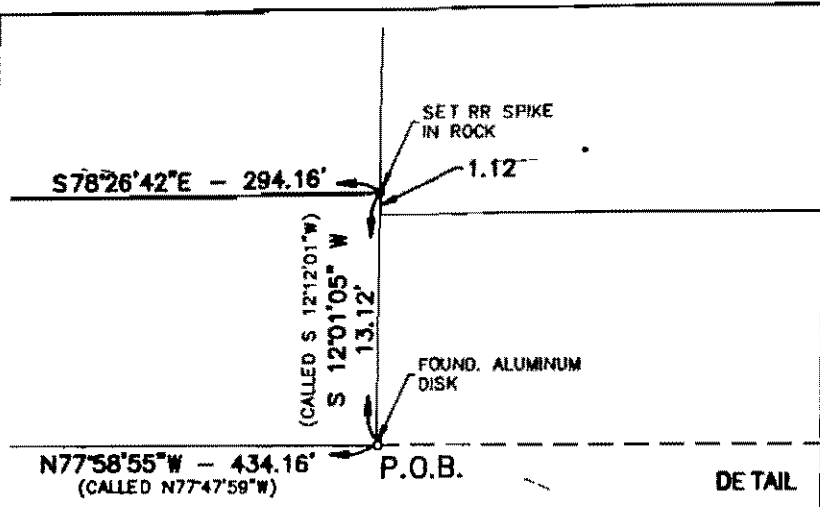


EXHIBIT "B"



LOT 1, BLOCK 1
BELT LINE - MARSH BUSINESS PARK
JAN. 10, 1983
VOL. 83042, PG. 0425
D.R.D.C.T.

AMB PROPERTY II, L.P.
CALLED 5.4319 ACRES
JULY 31, 1998
VOL. 98157, PG. 05195
D.R.D.C.T.

DAVID MYERS SURVEY
A-923

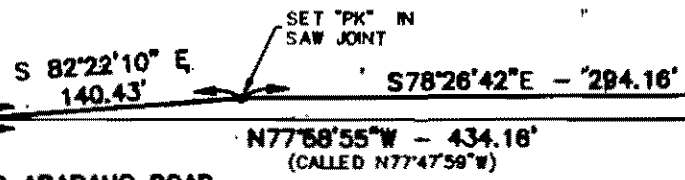


AETNA LIFE INSURANCE COMPANY
CALLED 12.483 ACRES
DECEMBER 21, 1982
VOL. 82250, PG. 285
D.R.D.C.T.

LOT 4R
BLOCK 1

LOTS 2R, 3R & 4R, BLOCK 1 OF
BELT LINE - MARSH BUSINESS PARK
MAY 3, 1995
VOL. 95100, PG. 03275
D.R.D.C.T.

CALLLED 3.876 AC.
A. LEE PFLUGER CHILDREN'S TRUST
VOL. 95134, PG. 2868
D.R.D.C.T.



PROPOSED ARAPAHO ROAD

REALTY ROAD
VARIABLE R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.

BUSINESS AVE.

COMMERCIAL DR.

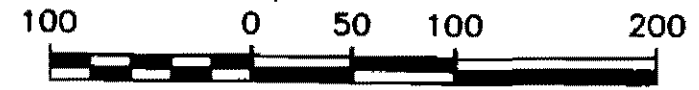
PARCEL 20
A PLAT OF A
0.0978 ACRE (4,262 SQ. FT.)
TRACT OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

NOTES:
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
- PROPOSED RIGHT OF WAY LINE

Lynda R. Gandy
3-22-00



GRAPHIC SCALE
1 INCH = 100 FT.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

§

§

— THAT **AMB PROPERTY II, L.P.**, a limited partnership, organized and existing under the laws of the State of Delaware, 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, Texas, a municipality authorized under the laws of the State of Texas, hereinafter called GRANTEE, a temporary non-exclusive easement and right to pass over, along, under and across portions of GRANTOR'S property (the "Easement") as shown and depicted on Arapaho Road Driveway Exhibit G, attached hereto and incorporated herein ("Easement Area 1") and Arapaho Road Driveway Exhibit H, attached hereto and incorporated herein ("Easement Area 2") (both Easement Area 1 and Easement Area 2 shall sometimes be collectively referred to herein as the "Easement Area"), for the purpose of constructing a public roadway to be known as Arapaho Road (the "Roadway").

This Easement shall only be used by GRANTEE and its contractors in connection with the construction of the Roadway adjacent to the Easement Area at Grantee's sole cost and expense. GRANTEE shall restore the Easement Area to the condition that existed before the construction of the roadway.

This Easement shall terminate 24 months from the date the Notice to Proceed with construction under the construction contract for the Roadway adjacent to the easement Area is issued by the applicable governmental authority, or upon the expiration of 30 months following the date of execution of this Temporary Construction Easement, whichever is earlier. The termination of the Easement granted hereunder shall in no way relieve Grantee of its obligation to restore the Easement Area to its former condition, as provided above in the immediately preceding paragraph.

As the Easement Area covers all access points into the remainder of Grantor's property ("Grantor's Property"), Grantee's access to and use of the Easement Area for the purposes expressly provided hereunder shall be undertaken by Grantee in a reasonable manner and shall not be used in a manner that will at any time prohibit or substantially interfere with all access to and from Grantor's Property by Grantor or any occupants thereof (including the employees, agents, contractors, customers and invitees of same), but must at all times allow for reasonable access to and from Grantor's Property by all such parties. All work performed by Grantee on the Easement Area shall be effected as expeditiously as possible, and Grantee shall not permit any liens to stand against the Easement Area for any work done or materials furnished in connection with the performance of the work described herein.

Grantee shall indemnify, defend and hold harmless Grantor from and against any and all liability, claims, damages, expenses, (including reasonable attorney's fees and reasonable

attorneys' fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action to the extent that any alleged injury or damage is alleged to have been caused by any negligent act of Grantee in connection with (i) use of the Easement Area by Grantee, its contractors, employees, agents, successors, or assigns or (ii) the performance by Grantee, its contractors, employees, or agents of work for which this Easement is granted; provided however, that such indemnity is provided by Grantee without waiving any immunity that it may be entitled to, and further, such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort Claims Act. In providing this indemnity, Grantee is not waiving any defense afforded by Federal or Texas law, and this indemnity is solely for the benefit of Grantor and not intended to create or grant any rights, contractual or otherwise to any other person or entity.

The Easement granted herein is not intended and shall not be construed as a gift or dedication to or for the benefit of the general public or for any public use or purpose whatsoever.

It is expressly understood and agreed that the Easement granted hereunder is and shall be non-exclusive, and Grantor does hereby reserve for itself and the occupants of Grantor's Property (as well as the employees, agents, contractors, customers and invitees of same) (i) the right to use and enjoy the surface of the Easement Area for access to and from Grantor's Property so long as same does not materially and adversely interfere with the use of the Easement Area by Grantee and (ii) the right to grant such other easements as Grantor deems desirable on the surface or subsurface of the Easement Area, provided that such other easements shall not materially and adversely interfere with Grantee's use of the Easement Area.

TO HAVE AND TO HOLD unto the Grantee as aforesaid, for the purposes and on the conditions set forth hereinabove, the Easement and Easement Area described above.

EXECUTED this 16th day of August, 2001.

GRANTOR
AMB PROPERTY II, L.P.

By AMB Property Holding Corporation
General Partner

By: *D.P. McGurger*
Print Name: Douglas P. McGurger
Print Title: J.P.

STATE OF TEXAS
COUNTY OF DALLAS

§
§

BEFORE ME, the undersigned notary public in and for said county and state, on this 16TH day of AUGUST, 2001, personally appeared DOUGLAS P. MCGREGOR, the VICE PRESIDENT of AMB Property Holding Corporation, general partner on behalf of AMB Property II, L.P., a limited partnership, 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.

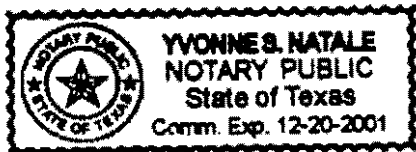
GIVEN UNDER my hand and seal of office the day and year last above written.

Yvonne S. Natale

MY COMMISSION EXPIRES:

12/20/2001

[SEAL]



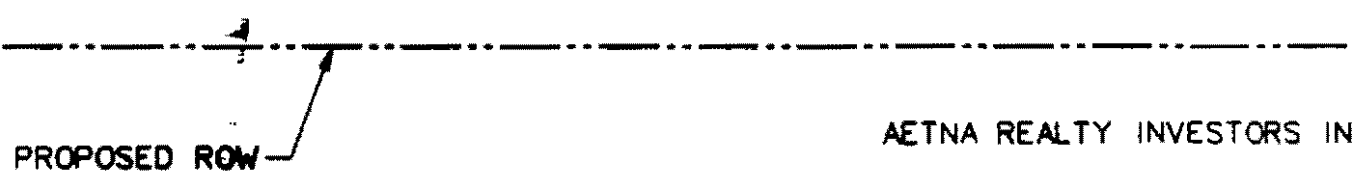
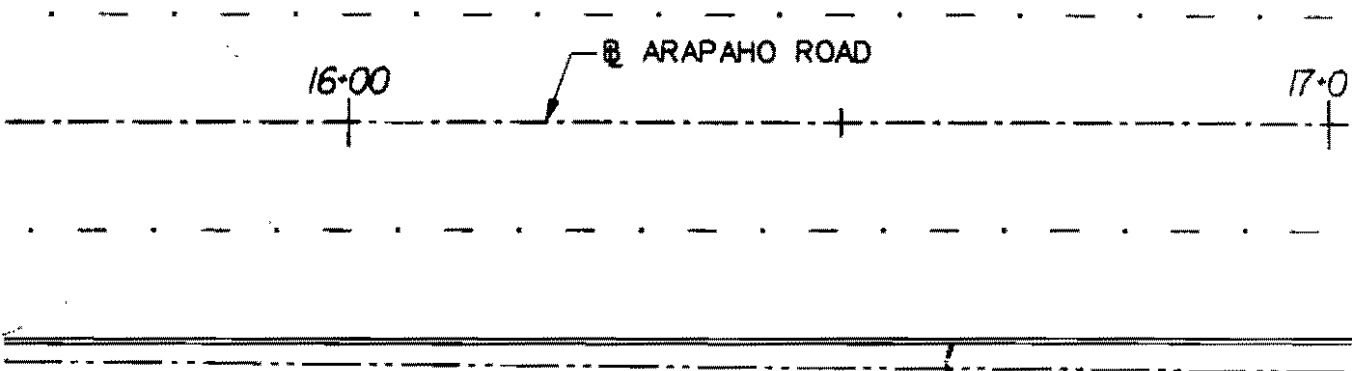
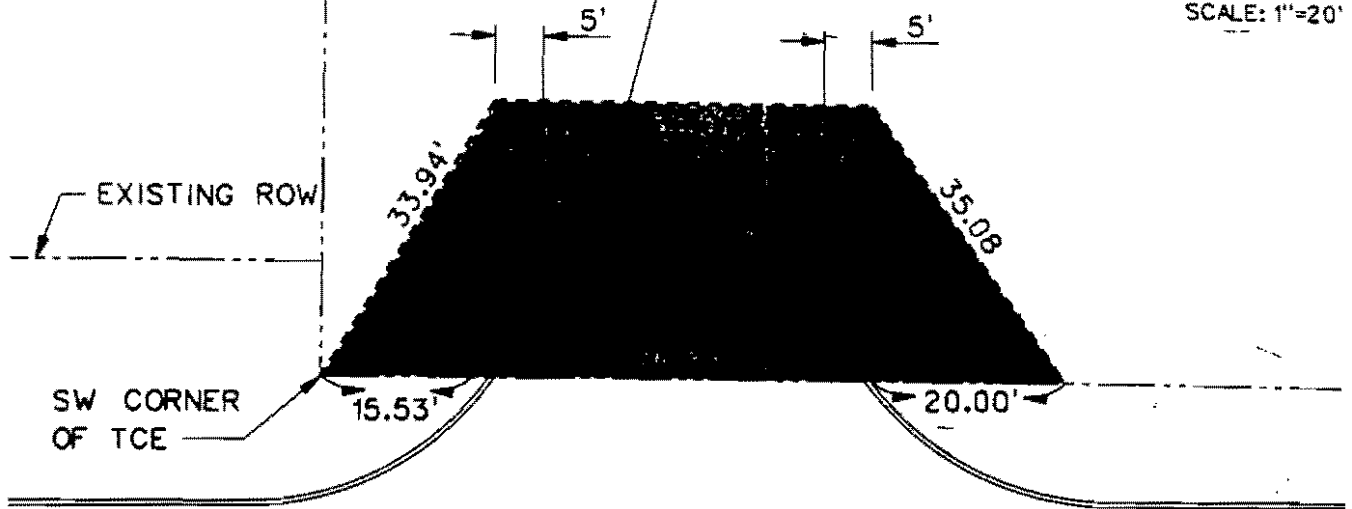
A. LEE PFLUGER
CHILDREN'S TRUST

AMB PROPERTIES II, L.P.

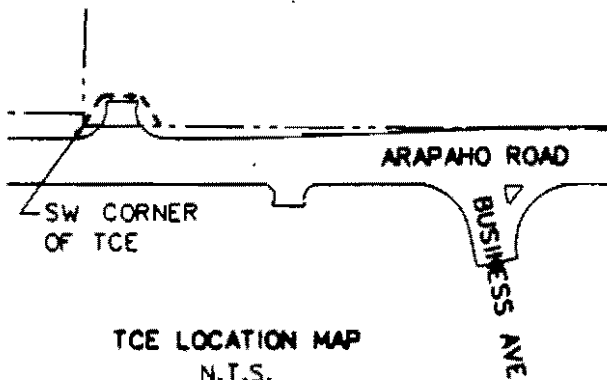


SCALE: 1"=20'

DRIVEWAY EASEMENT AREA
= 1675 SF = 0.0385 AC.



AETNA REALTY INVESTORS INC.

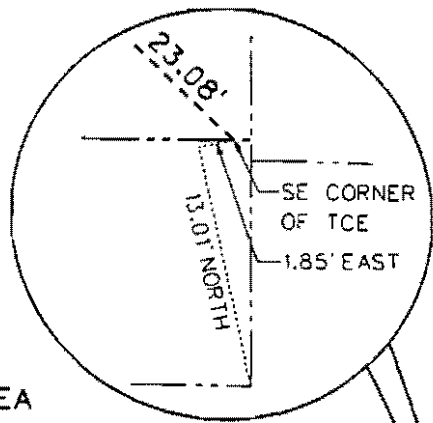


THE SW CORNER OF THE TEMPORARY
CONSTRUCTION EASEMENT IS LOCATED
AT THE SW CORNER OF THE AMB
PROPERTIES II, L.P. PROPERTY.

ARAPAHO ROAD
DRIVEWAY EXHIBIT G

G:\25768\in\pse\Exhibits\arwl.dgn

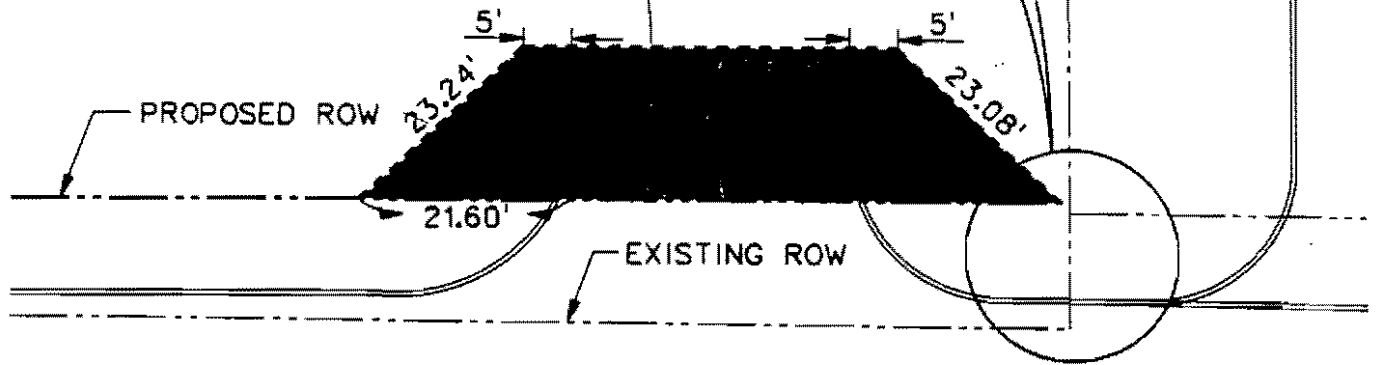
AMB PROPERTIES II, L.P.



SCALE: 1"=20'

DRIVEWAY EASEMENT AREA
= 883 SF = 0.0203 AC.

LINCOLN TRUST
COMPANY
CUSTODIAN



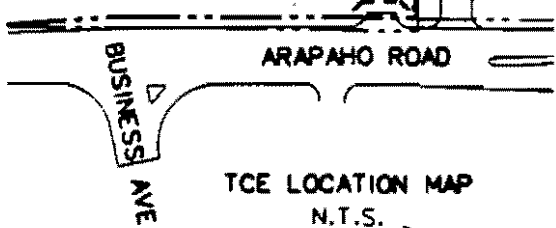
22+00

ARAPAHO ROAD

23+00

TRIANGLE BOWL ASSOCIATES

SE CORNER
OF TCE



TCE LOCATION MAP
N.T.S.

THE SW CORNER OF THE TEMPORARY
CONSTRUCTION EASEMENT IS LOCATED
13.01' NORTH AND 1.85' EAST OF THE SE
CORNER OF THE AMB PROPERTIES II, L.P.
PROPERTY.

ARAPAHO ROAD
DRIVEWAY EXHIBIT H

FAX TRANSMITTAL FORM



5910 N CENTRAL EXPY, SUITE 1000
 DALLAS, TEXAS 75206
 214-739-3152 * 214-750-8823 FAX

TO: Luke Jalbert	FROM: Hugh W. Knight, RPLS
COMPANY: Town of Addison	DATE: 11/1/2001
FAX NO: 972 450-2837	TOTAL NO. OF PAGES INCLUDING COVER: 2
PHONE NO: 972 450-2860	PROJECT NO: 160-01-114
RE: Arapaho Road	DISTRIBUTION: Ayub, Master, Proposal

 URGENT FOR REVIEW COMMENT RESPOND INFO ONLY

NOTES/COMMENTS:

Attached is the cost estimate you requested. If you have any questions or need more information please call.

IF YOU FAIL TO RECEIVE ALL OR PART OF THIS FACSIMILE TRANSMISSION, OR IF IT IS
 NOT LEGIBLE, PLEASE CALL (214) 739-3152
 THANK YOU

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

September 27, 2001

Mr. Farley Houston
Andrews & Kurth, LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201

RE: Arapaho Road Project / Aetna

Dear Mr. Houston:

Pursuant to your request, enclosed are the City's current plans for construction of the portion of Arapaho Road that will affect Aetna's property. As we discussed, please advise as to whether Aetna is willing to dedicate the property to the City based on the current drawings. If not, what amount is Aetna asking for the property. A draft of the deed and easement documents will follow shortly. After your review, please give me a call to discuss this matter.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

c: Mr. Steve Chutchian, w/Town of Addison (w/o Enclosures)
Mr. Ken C. Dippel, City Attorney w/firm (w/o Enclosures)

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



JOHN M. HILL
214.672.2170
JHILL@COWLESTHOMPSON.COM

September 14, 2001

VIA FAX NO. (214) 987-3351

Ms. Carol Erick
Hexter Fair Title Company
8333 Douglas Avenue, Suite 130
Dallas, Texas 75225

**RE: AMB Property II, LP
Your File No. PC01136358**

Dear Carol:

As we discussed over the telephone this morning, the Town of Addison will be forwarding to you the executed original of the Buyer's Settlement Statement in connection with the referenced matter. In addition, no later than Tuesday, October 18, 2001 the Town will send to Hexter Fair by wire the sum of \$21,919.39 which is the amount reflected in the Buyer's Settlement Statement. If that amount is incorrect, please let me know immediately, but in any event before Tuesday, October 18th. Once you have received the wired funds, you are instructed to hold those funds until such time as you have received the original executed Right-of-Way Deed and original Temporary Construction Easement in this matter and have received an executed copy of the Seller's Settlement Statement and Buyer's Settlement Statement. Upon your receipt of those documents, the funds may be released to the Seller.

If you have any questions or comments, please give me a call.

Very truly yours,

John M. Hill

JMH/yjr

cc: Ms. Sandra Goforth, w/Town
Mr. Steve Chutchian, w/Town
Ms. Angela K. Washington, w/firm
Mr. Kenneth C. Dippel, w/firm

Via Fax (972) 450-7065
Via Fax (972) 450-2837

DALLAS TYLER

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

Document #: 999097

TOTAL P.02

Steve Chutchian

From: Bruce Grantham [Bgrantham@gbwengineers.com]
Sent: Monday, September 10, 2001 4:29 PM
To: jrider@txu.com
Cc: schutchian@ci.addison.tx.us
Subject: Letter of Permission for Drainage Work - Arapaho Road Phase 2

Jerry:

Pursuant to our recent discussion, I have prepared a draft letter of permission for the Arapaho Phase 2 project for your review. If you are comfortable with this draft, please place it on your stationary and mail the original to Steven Chutchian at the Town of Addison. I would appreciate a copy of the letter also. If you have any further questions, please give me a call. Thanks, Bruce Grantham.

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
Town of Addison
16081 Westgrove Drive
P.O. Box 9010
Addison, Texas 75001-9010

Re: Drainage Improvements for Arapaho Road Phase 2 Extension

Dear Mr. Chutchian:

We understand that the above referenced roadway extension will include box culvert and concrete channel lining improvements which extend outside the limits of the right-of-way which TXU recently conveyed to the Town of Addison for this project. Some of these drainage improvements fall within the limits of our remaining right-of-way, where the Town of Addison installed a concrete lined channel in 1994.

TXU hereby grants the Town of Addison permission to make the necessary drainage improvements for the Arapaho Road Phase 2 Extension project within our right-of-way.

Very truly yours,

9/12/01

05-29-01 12:42PM FROM CAMPBELL COMPANIES

P02

*Aleg. G.F.#
01-1032904TRM*

21.00

STATE OF TEXAS §
§
COUNTY OF DALLAS §

~~After Recording Return To:~~
Kenneth C. Dippel
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, Texas 75202

1428524

RIGHT-OF-WAY DEED

Deed 06/21/01 2710930 \$21.00

DATE: June 4, 2001

GRANTOR: LINCOLN TRUST COMPANY *CUSTODIAN*
FBO Dr. Howard Miller
Lincoln Trust Company
P.O. Box 5831, TA
Denver, CO 80217

GRANTEE: Town of Addison, Texas
5300 Belt Line Road
Addison, TX 75001
(Dallas County, Texas)

CONSIDERATION:

THIRTY-FIVE THOUSAND EIGHTEEN DOLLARS AND 50/100 (\$35,018.50), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Two tracts of land, herein referred to as Parcels 17-1 and 17-2, together containing approximately 6,367 square feet of land, and more particularly described in Exhibit A-1, Parcel 17-1 (Field Note Description), and Exhibit A-2, Parcel 17-2 (Field Note Description), and depicted on Exhibit B (Survey Depiction), all of which are attached hereto and incorporated herein by reference.

CONVEYANCE:

Grantor, a Trust acting for the benefit of Dr. Howard Miller, for the consideration described above 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.

WARRANTY DEED -- Page 1

Document #: 948396

2001 121 09179

Am

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.

Lincoln Trust Company *Custodian fbo*
HOWARD B. MILLER
By: *[Signature]*
Print Name: Barry Coon
Print Title: Manager

Colorado
~~STATE OF TEXAS~~ §
Apache §
COUNTY OF ~~DALLAS~~ §

Before Me, the undersigned notary public in and for said county and state, on this 4th day of June, 2001, personally appeared Barry Coon, 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.

SANDRA ROYNON
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 9-17-2002

[Signature]
Notary Public, State of Texas - *Colorado*
Print Name: _____

My Commission Expires:

[SEAL]

05-29-01 12:42PM FROM CAMPBELL COMPANIES

P04

EXHIBIT A-1

Parcel 17-1
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.1411 acre (6,147 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 7.728 acre tract of land conveyed to Lincoln Trust Company Custodian FBO: Dr. Howard Miller on February 2, 1996 and recorded in Volume 96035, Page 0384 of the Deed Records of Dallas County, Texas, also being out of Lot 3R, Block 1 of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records, said 0.1411 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod set in the common East line of said called 7.728 acre tract and West line of a called 5.65 acre tract of land conveyed to Dallas Power & Light Company on January 2, 1957, and recorded in Volume 4632, Page 398 of said Deed Records, said point being the common Northeast corner of said Lot 3R and Southeast corner of a called 0.7313 acre right of way dedication for Arapaho Road as shown of said plat of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park";

THENCE, SOUTH 00°06'18" EAST (called South 00°04'38" West), along the common East lines of said called 7.728 acre tract and said Lot 3R and West line of said called 5.65 acre tract, a distance of 47.77 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road;

THENCE, NORTHWESTERLY, departing said common line and along the proposed South right of way line of Arapaho Road and along the arc of a non-tangent curve to the right having a radius of 890.00 feet, a central angle of 3°57'30", a chord bearing North 80°25'45 West for 61.48 feet, for an arc distance of 61.49 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH 78°27'00" WEST, continuing along the proposed South right of way of Arapaho Road, a distance of 216.94 feet to a 5/8 inch iron rod set in a curve of the common North line of said Lot 3R and existing South right of way line of said Arapaho Road (84 feet wide);

05-29-01 12:42PM FROM CAMPBELL COMPANIES

P05

PARCEL 17-1 - ARAPAHO ROAD PROJECT

THENCE, EASTERLY, departing said line and along the common North line of said Lot 3R and existing South right of way line of said Arapaho Road and along the arc of a non-tangent curve to the left, having a radius of 1042.00 feet, a central angle of $6^{\circ}20'50''$, a chord bearing South $86^{\circ}55'53''$ East for 115.37 feet, for an arc distance of 115.43 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH $89^{\circ}53'42''$ EAST (called North $89^{\circ}55'22''$ West), continuing along said common line, a distance of 157.87 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.1411 acres or 6,147 square feet of land within the metes recited.

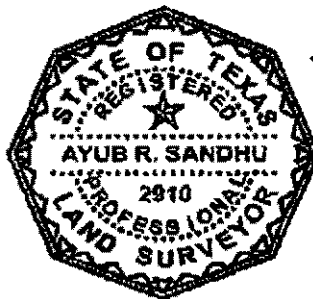
An additional 24 foot parallel to and South of the proposed South Right of Way line of Arapaho Road will be required as a temporary construction easement and will expire upon completion of the construction project.

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



Am

05-29-01 12:42PM FROM CAMPBELL COMPANIES

P06

EXHIBIT A-2

Parcel 17-2
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0050 acre (220 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 7.728 acre tract of land conveyed to Lincoln Trust Company Custodian FBO: Dr. Howard Miller on February 2, 1996 and recorded in Volume 96035, Page 0384 of the Deed Records of Dallas County, Texas, also being out of Lot 3R, Block 1 of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records, said 0.0050 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set in the common West line of said called 7.728 acre tract and East right of way line of Commercial Drive as dedicated by Beltline-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated April 17, 1978 and recorded in Volume 78155, Page 0001 of said Deed Records, said point being the common Northwest corner of said Lot 3R and most Southerly Southwest corner of a called 0.7313 acre right of way dedication for Arapaho Road as shown on said plat of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park";

THENCE, **EASTERLY**, along the common North line of said Lot 3R and existing South right of way line of said Arapaho Road (84 feet wide) and along the arc of a non-tangent curve to the left having a radius of 1042.00 feet, a central angle of 1°11'14", a chord bearing South 81°11'24" East for 21.59 feet, for an arc distance of 21.59 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

THENCE, **SOUTH 50°47'40" WEST**, departing said common line and along the proposed South right of way line of Arapaho Road, a distance of 27.48 feet to a 5/8 inch iron rod set in the common West lines of said called 7.728 acre tract and said Lot 3R and East right of way line of said Commercial Drive (60 feet wide);

05-29-01 12:42PM FROM CAMPBELL COMPANIES

P07

PARCEL 17-2 - ARAPAHO ROAD PROJECT

THENCE, NORTH 00°06'18 WEST (Called North 00°04'38" East), departing said line and along the common West lines of said called 7.728 acre tract and said Lot 3R and East right of way line of said Commercial Drive, a distance of 20.68 feet to the POINT OF BEGINNING;

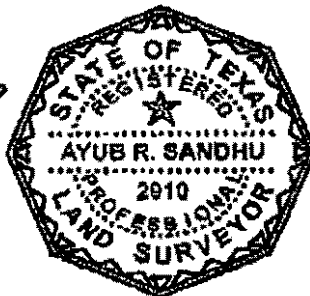
CONTAINING an area of 0.0050 acres or 220 square feet of land within the metes recited.

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



Handwritten signature

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°08'18" E	S 00°04'34" E	47.77'	-
L2	S 90°47'40" W	-	27.48'	-
L3	N 00°08'18" W	N 00°34'38" E	20.08'	-

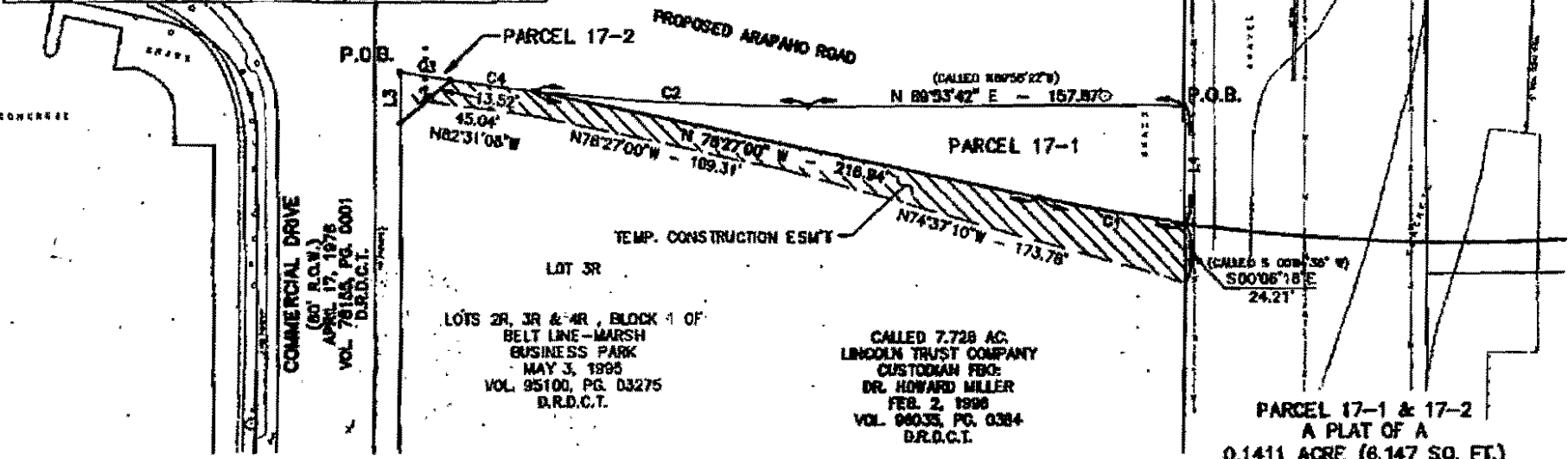
CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	357°30'	890.00'	61.48'	N 80°25'45" W - 61.48'
C2	8°20'50"	1042.00'	115.43'	S 88°55'53" E - 115.37'
C3	1°11'14"	1042.00'	21.58'	S 81°11'24" E - 21.58'
C4	1°58'27"	1042.00'	35.90'	S 82°46'15" E - 35.90'

EXHIBIT "B"

DAVID MYERS SURVEY
A-928

ARAPAHO ROAD
CALLED 0.7313
MAY 3, 1995
VOL. 95100, PG. 03275
D.R.D.C.T.

CALLED 2.175 AC.
DALLAS POWER &
LIGHT COMPANY
JANUARY 2, 1957
VOL. 4832, PG. 308
D.R.D.C.T.



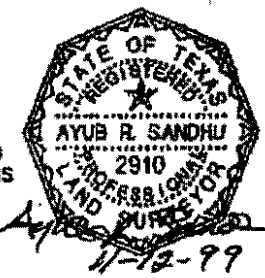
NOTES:

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 = 50 FT.

2001 121 09185

Handwritten initials or signature.

Alleg. GF#
01-1032904 TRM

19.00

TEMPORARY CONSTRUCTION EASEMENT

1428525

Deed 06/21/01 2710931 \$19.00

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS

THAT LINCOLN TRUST COMPANY, acting for the benefit of Dr. Howard Miller, hereinafter called GRANTOR of the County of Dallas, State of Texas, 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 to pass over, along, under and across 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 17-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 7th day of June, 2001.

GRANTOR
LINCOLN TRUST COMPANY CUSTODIAN FBO
HOWARD B. MILLER
By: [Signature]
Print Name: BARRY COON
Print Title: Manager

05-29-01 12:42PM FROM CAMPBELL COMPANIES

Colorado
STATE OF ~~TEXAS~~ §
COUNTY OF ~~DALLAS~~ §
Arapahoe

BEFORE ME, the undersigned notary public in and for said county and state, on this 7th day of June, 2001, personally appeared Barry Cook 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.

Sandra Roynon

MY COMMISSION EXPIRES:

[SEAL]

SANDRA ROYNON
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 9/17/2002

SM

05-29-01 12:42PM FROM CAMPBELL COMPANIES

P10

EXHIBIT A

Parcel 17-TE
Field Note Description
Temporary Construction Easement
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0970 acre (4,224 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 7.728 acre tract of land conveyed to Lincoln Trust Company Custodian FBO: Dr. Howard Miller on February 2, 1996 and recorded in Volume 96035, Page 0384 of the Deed Records of Dallas County, Texas, also being out of Lot 3R, Block 1 of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records, said 0.0970 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod set in the common East line of said called 7.728 acre tract and West line of a called 5.65 acre tract of land conveyed to Dallas Power & Light Company on January 2, 1957, and recorded in Volume 4632, Page 398 of said Deed Records, said point being the common Northeast corner of said Lot 3R and Southeast corner of a called 0.7313 acre right of way dedication for Arapaho Road as shown of said plat of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park";

THENCE, SOUTH 00°06'18" EAST (called South 00°04'38" West), along the common East lines of said called 7.728 acre tract and said Lot 3R and West line of said called 5.65 acre tract, a distance of 47.77 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 Northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, SOUTH 00°06'18" EAST (called South 00°04'38" West), continuing along said common line, a distance of 24.21 feet to the Southeast corner of the herein described tract;

THENCE, NORTH 74°37'10" WEST, departing said common line, a distance of 173.78 feet to an angle point;

THENCE, NORTH 78°27'00" WEST, a distance of 109.31 feet to an angle point;

05-29-01 12:42PM FROM CAMPBELL COMPANIES

P11

PARCEL 17-TE - ARAPAHO ROAD PROJECT

THENCE, NORTH 82°31'08" WEST, a distance of 45.04 feet to a point in a proposed cutback corner located at the Southeast intersection of said Arapaho Road with Commercial Drive (60 feet wide) as dedicated by Beltline-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated April 17, 1978 and recorded in Volume 78155, Page 0001 of said Deed Records;

THENCE, NORTH 50°47'40" EAST, along said proposed cutback corner, a distance of 13.52 feet to a point in in a curve of the common North line of said Lot 3R and existing South right of way line of said Arapaho Road (84 feet wide);

THENCE, EASTERLY, departing said line and along the common North line of said Lot 3R and existing South right of way line of said Arapaho Road and along the arc of a non-tangent curve to the left, having a radius of 1042.00 feet, a central angle of 1°58'27", a chord bearing South 82°46'15 East for 35.90 feet, for an arc distance of 35.90 feet to a 5/8 inch iron rod set in the proposed South Right of Way line of Arapaho Road;

THENCE, SOUTH 78°27'00" EAST, along said proposed South right of way of Arapaho Road, a distance of 216.94 feet to a 5/8 inch iron rod set for the beginning of a curve to the left;

THENCE, SOUTHEASTERLY, continuing along said proposed South right of way line of Arapaho Road and along the arc of said curve to the left having a radius of 890.00 feet, a central angle of 3°57'30", a chord bearing South 80°25'45 East for 61.48 feet, for an arc distance of 61.49 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.0970 acres or 4,224 square feet of land within the metes recited.

05-29-01 12:42PM FROM CAMPBELL COMPANIES

P12

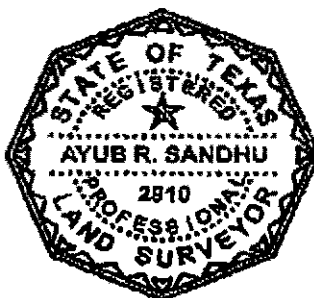
PARCEL 17-TE - ARAPAHO ROAD PROJECT

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



Handwritten signature

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S. 00°06'10" E	S 00°06'30" W	47.77	-
L2	S. 50°47'40" W	-	27.48	-
L3	N. 00°36'18" W	N 00°06'30" E	20.68	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	57°30'	890.00'	81.40'	N 80°25'45" W - 81.48'
C2	6°20'50"	1042.00'	115.43'	S 06°55'53" E - 118.37'
C3	1°11'14"	1042.00'	21.59'	S 81°11'24" E - 21.68'
C4	1°38'27"	1042.00'	35.80'	S 82°48'15" E - 35.90'

EXHIBIT "B"

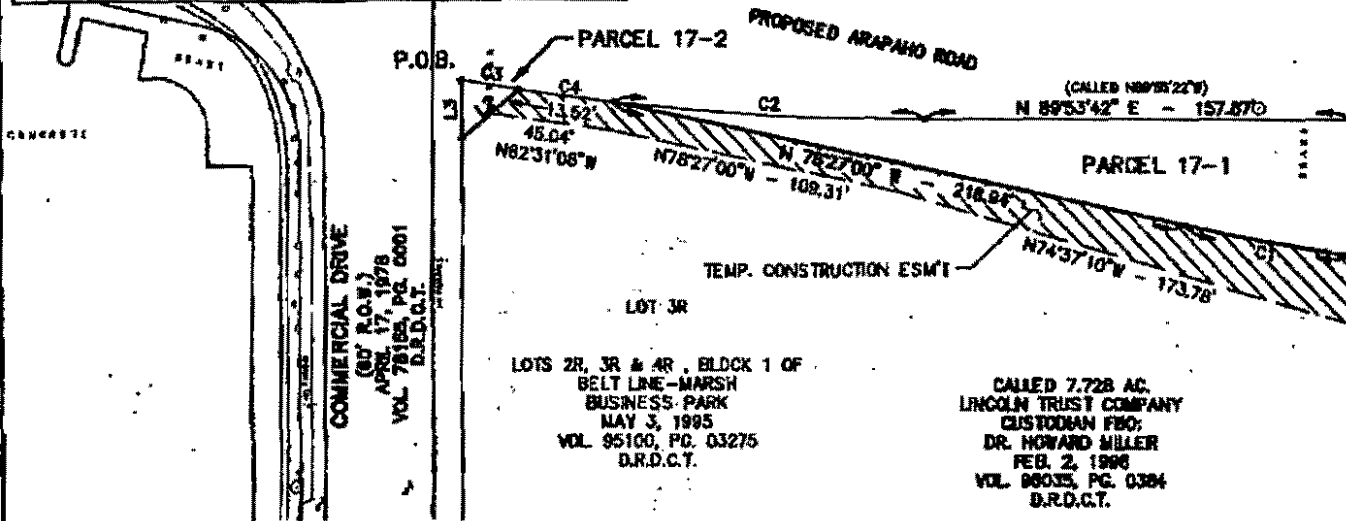
DAVID MYERS SURVEY
A-923

ARAPAHO ROAD
CALLED D.7313
MAY 3, 1995
VOL. 95100, PG. 03275
D.R.D.C.T.

CALLED 1.85 AC.
DALLAS POWER &
LIGHT COMPANY
JANUARY 2, 1957
VOL. 4832, PG. 398
D.R.D.C.T.

CALLED 7.728 AC.
LINCOLN TRUST COMPANY
CUSTODIAN FBO:
DR. HOWARD MILLER
FEB. 2, 1996
VOL. 98035, PG. 0384
D.R.D.C.T.

PARCEL 17-1 & 17-2
A PLAT OF A
0.1411 ACRE (6,147 SQ. FT.)
AND A
0.0050 ACRE (220 SQ. FT.)
TRACTS OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS



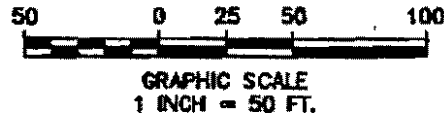
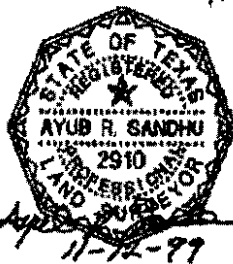
NOTES:

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°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 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



AM

2001 12109192

55 East Monroe Street, 40th Floor Chicago, IL 60603 (312) 346-7500 Fax (312) 580-3201

**FAGEL
HABER**
ATTORNEYS AND
COUNSELORS AT LAW

Ilyse D. Murman
Direct Dial (312) 580-2238
E-mail imurman@fagelhaber.com

FACSIMILE TRANSMISSION COVER SHEET

TO: John Chmelir

DATE: October 29, 2001
FAX NO. (541)476-7383
PHONE NO.

RE: OsteoMed Corporation - Purchase of Addison, Texas Property

From: Ilyse D. Murman

Client No. 716300.004.001

Operator: Bessie Marines

TOTAL PAGES (including cover) 6

Sender has asked that the receipt of this fax be confirmed by voice.

If you did not receive all of the pages or find that they are illegible, please call Bessie Marines at (312) 346-7500 ext. 260.

MESSAGE: Attached is a copy of the Special Cash Warranty Deed.

TO! Luke Valbert phone 450-2860

972-450-2837

From John Chmelir

The documents included with this facsimile transmittal sheet contain information from the law firm of FagelHaber LLC which is confidential and/or privileged. This information is intended to be for the use of the addressee named on this transmittal sheet. If you are not the addressee, note that any disclosure, photocopying, distribution or use of the contents of this faxed information is prohibited. If you have received this facsimile in error, please notify us by telephone (collect) immediately so that we can arrange for the retrieval of the original documents at no cost to you.

01R04196/WR4/RTT

SPECIAL CASH WARRANTY DEED

1360559

STATE OF TEXAS	§	04/26/01	2619443	\$19.00
	§	Deed		
COUNTY OF DALLAS	§	KNOW ALL MEN BY THESE PRESENTS:		

That **Lincoln Trust Company, fbo Dr. Howard Miller**

(hereinafter called "Grantor," whether one or more, masculine, feminine or neuter) for and in consideration of the sum of TEN and no/100 DOLLARS and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, paid by

Osteomed Corporation

whose address is:
3750 Realty Road
Addison, Texas 75001

(hereinafter called "Grantee," whether one or more, masculine, feminine or neuter), for which no lien is retained either express or implied, has Granted, Sold and Conveyed, and by these presents does hereby Grant, Sell and Convey, unto the said Grantee all that certain real property located in Dallas County, Texas and described as follows:

Being all of Lot 4R, in Block 1, of BELT-LINE-MARSH BUSINESS PARK, an Addition to the Town of Addison, Dallas County, Texas, according to the Map thereof recorded in Volume 95100, Page 3275, of the Map Records of Dallas County, Texas and being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes.

together with all improvements thereon, if any, and all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances, in anyway appertaining thereto, and all right, title and interest of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the above-described property or any part thereof (hereinafter, the "Property").

This deed is executed and delivered subject to property taxes for the current year and subsequent years, the payment of which Grantee assumes, and those permitted exceptions listed on Exhibit B attached hereto and made a part hereof for all purposes (the "Permitted Exceptions").

2001082.06116

APR 19 2002

AFTER RECORDING RETURN TO:

Osteomed Corporation
c/o Fagel Haber LLC
55 East Monroe Street, 40th Floor
Chicago, Illinois 60603
Attn: Lyse D. Murman

PREPARED IN THE LAW OFFICE OF:

Hunter & Kramer, P.C.
321 N. Central Expressway, Suite 365
McKinney, Texas 75070

OCT-29-2001 15:18

FAGEL & HABER

312 580 2201 P.05/07

Exhibit A

GE-Number 01R04196

BEING 190,031 square feet or 4.3625 acre tract of land situated in the D. Myers Survey, Abstract No. 923, Dallas County, Texas and being all of Lot 4R in Block 1 of Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park, an addition to the Town of Addison, Dallas County, Texas according to the revised plat thereof recorded in Volume 95100, Page 3275, Deed Records of Dallas County, Texas, said tract conveyed to Lincoln Trust Company Custodian FBO: Dr. Howard Miller by Quit Claim Deed recorded in Volume 96035, Page 384, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod for a corner in the south line of the Southern Pacific Railroad (a 100 foot right of way), said point being the northeast corner of Lot 1, Block 1 of a Replat of a Replat of Belt Line-Marsh Business Park, an addition to the City of Addison, Texas, according to the map thereof recorded in Volume 83042, Page 425, Deed Records of Dallas County, Texas and said point being the northwest corner of said Lot 4R;

THENCE, the following courses and distances with the south line of the said Southern Pacific Railroad and the north line of said Lot 4R:

South 79 degrees 26 minutes 58 seconds East, a distance of 77.46 feet to found 1/2 inch iron rod for an angle point;

South 81 degrees 18 minutes 59 seconds East, a distance of 100.00 feet to found 1/2 inch iron rod for an angle point;

South 83 degrees 04 minutes 58 seconds East, a distance of 100.00 feet to found 1/2 inch iron rod for an angle point;

South 85 degrees 17 minutes 58 seconds East, a distance of 100.00 feet to found 1/2 inch iron for an angle point;

South 87 degrees 21 minutes 58 seconds East, a distance of 100.00 feet to found 1/2 inch iron rod for an angle point;

South 89 degrees 12 minutes 58 seconds East, a distance of 18.59 feet to found 1/2 inch iron rod with a brass cap for a corner, said point being the most northerly northeast corner of the said Lot 4R and the northwest corner of a tract of land conveyed to Texas Power & Light Co. by deed recorded in Volume 80006, Page 489, Deed Records of Dallas County, Texas;

THENCE, South 00 Degrees 04 minutes 38 seconds West, with the west line of the said Texas Power & Light Co. tract, a distance of 299.99 feet to a found 1/2 inch iron with a brass cap for a corner at the southwest corner of the said Texas Power & Light Co. tract;

THENCE, South 89 degrees 55 minutes 22 seconds East, with the south line of the said Texas Power & Light Co. tract, a distance of 80.00 feet to a found 1/2 inch iron rod with a brass cap for a corner, said point being the most easterly northeast corner of the said Lot 4R and in the west line of a Texas Power & Light Co. Easement tract;

THENCE, S 00 degrees 04 minutes 38 seconds West, with the west line of the said

201082 06119

OCT-29-2001 15:19

FAGEL & HABER

312 590 2201 P.06/07

Exhibit A (Continued)

GF-Number 01R04196

Texas Power & Light Co. Easement tract, a distance of 55.00 feet to a found 1/2 inch iron rod for a corner in the north line of Arapaho Road (an 84 foot right of way as dedicated by the map of said Lots 2R, 3R & 4R, Block 1 of Belt Line-March Business Park Addition;

THENCE, the following courses and distance with the north line of Arapaho Road;

North 89 degrees 55 minutes 22 seconds West, a distance of 157.87 feet to a Found 1/2 inch iron rod in the north line of Realty Road (a 72 foot right of way and said point at the beginning of a tangent curve to the right with a central angle of 12 degrees 07 minutes 23 seconds, a radius of 958.00 feet, a chord bearing of North 83 degrees 51 minutes 41 seconds West and a chord distance of 202.32 feet;

Northwesterly along said curve, an arc distance of 202.70 feet to a found 1/2 inch iron rod at the point of tangency, said point lying in the north line of Realty Road (a 72 foot right of way);

THENCE, North 77 degrees 47 minutes 59 seconds West, with the north line of Realty Road, a distance of 290.02 feet to a found 1/2 inch iron rod for a corner at the southwest corner of said Lot 4R and the southeast corner of the above said Lot 1, Block 1;

THENCE, North 12 degrees 12 minutes 01 seconds East, departing the north line of Realty Road and with the common line of said Lot 1, Block 1 and Lot 4R, a distance of 333.87 feet to the Point of Beginning.

2001082 06/20

OCT-29-2001 15:19

FAGEL & HABER

312 588 2281 P.07/07

Exhibit B

GF-Number 01R04196

Subject to the following:

1. Restrictive covenants recorded in Volume 78081, Page 150, Deed Records of Dallas County, Texas.
2. Restrictive covenants recorded in Volume 83014, Page 2979, Deed Records of Dallas County, Texas.
3. Restrictive covenants recorded in Volume 93129, Page 126, Deed Records of Dallas County, Texas.
4. 25' building setback lines along the South line as shown on the plat recorded in Volume 95100, Page 3275, Map Records of Dallas County, Texas.
5. Building lines as shown on the plat recorded in Volume 78081, Page 150, Map Records of Dallas County, Texas.
6. 15' water easement to City of Dallas, recorded in Volume 5306, Page 329, Deed Records, Dallas County, Texas, and as shown on plat recorded in Volume 95100, Page 3275, Map Records, Dallas County, Texas.
7. 21' Texas Power & Light Company easement recorded in Volume 80006, Page 717, Deed Records, Dallas County, Texas, and as shown on plat recorded in Volume 95100, Page 3275, Map Records, Dallas County, Texas.

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

September 5, 2001

Mr. Jerry Rider
TXU Business Services
300 South St. Paul Street
Dallas, TX 75201

**Re: Temporary Construction Easement
Parcel 16 - Arapaho Road Project**

Dear Mr. Rider:

As requested, enclosed is a file-marked original of the temporary construction easement granted to the Town of Addison by TXU. I appreciate your and Mr. Ray's assistance in this matter. Should you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/db
Enclosures

cc: ✓ Steve Chutchin (no enc.)
Ken Dippel (no enc.)

TEMPORARY CONSTRUCTION EASEMENT



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THAT TXU ELECTRIC COMPANY, successor to Dallas Power & Light Company, a Texas Corporation, hereinafter called GRANTOR of the County of Dallas, State of Texas, 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 the presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and the State of Texas, a temporary easement and right to pass over, along, under and across a portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is located as shown and depicted on Arapaho Road Driveway Exhibit I, attached to and incorporated herein, for the purpose of constructing a roadway to be known as Arapaho Road.

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 7th day of August, 2001

GRANTOR
TXU ELECTRIC COMPANY,
By W. Kyle Ray
W. Kyle Ray
Attorney - In - Fact

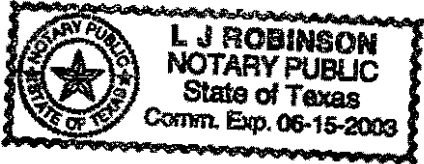
ACKNOWLEDGMENTS

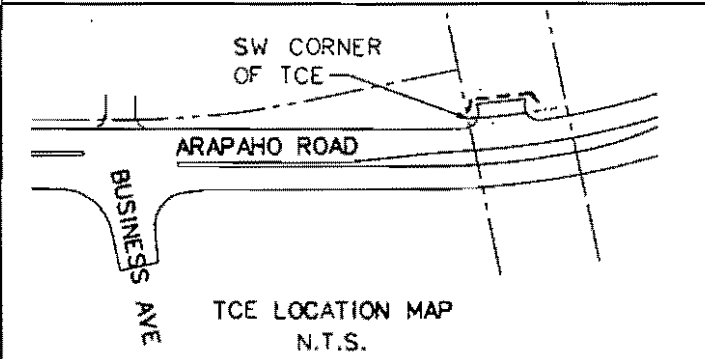
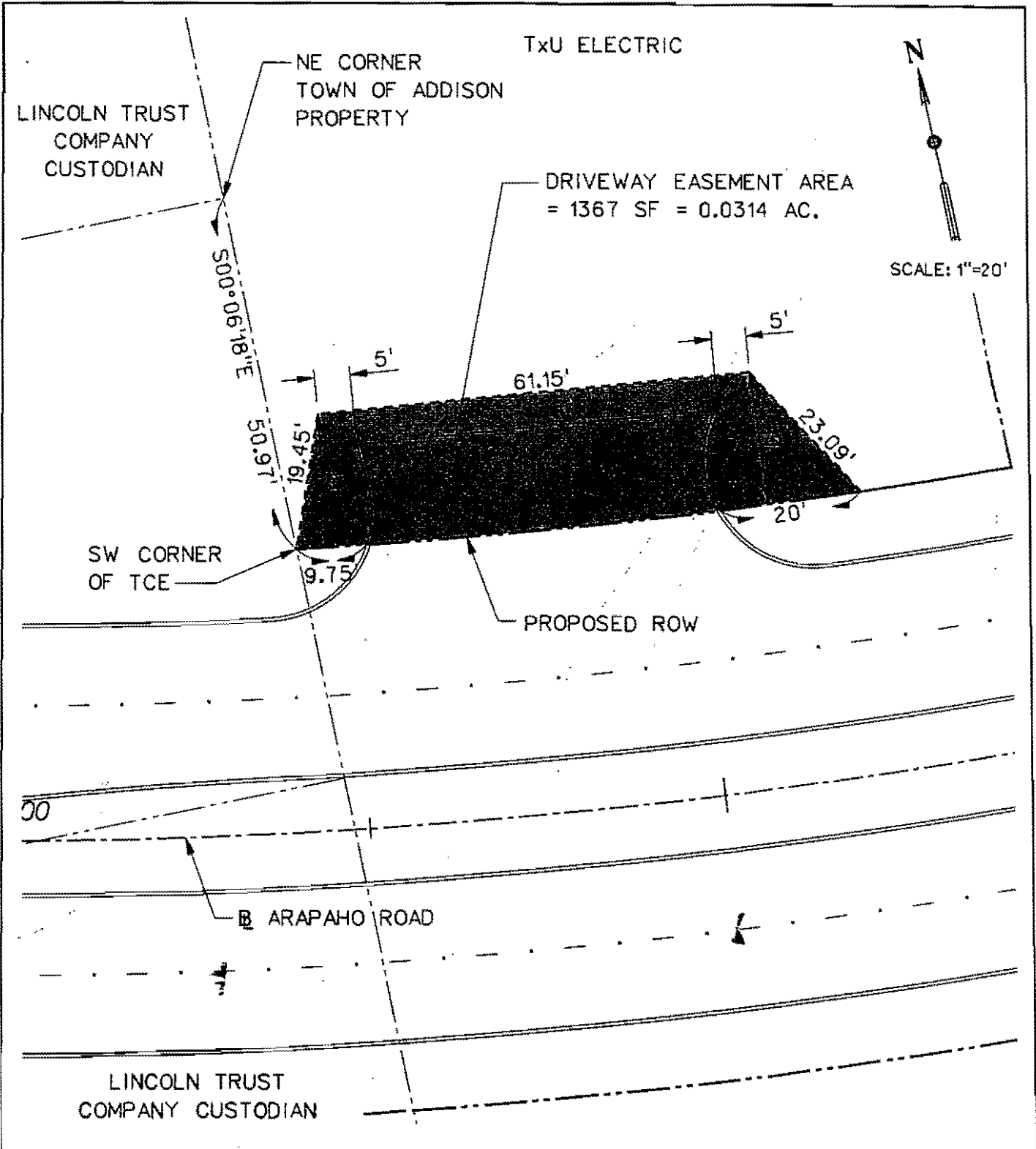
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 7th day of August, 2001, by W. KYLE RAY, Attorney in fact for TXU ELECTRIC COMPANY, a Texas corporation, on behalf of said corporation.



NOTARY PUBLIC, STATE OF TEXAS





THE SW CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 50.97' AT A BEARING OF $S 00^{\circ}06'18''E$ FROM THE NE CORNER OF THE TOWN OF ADDISON PROPERTY.

ARAPAHO ROAD
DRIVEWAY EXHIBIT I

G:\25768\h\pse\Exhibits\arw3.dgn

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

August 14, 2001

Mr. Michael Peinado
Lincoln Property Company
3300 Lincoln Plaza
500 North Akard Street
Dallas, TX 75201

**RE: AMB Property II, L.P.
Parcel 20 – Arapaho Road Project Phase II**

Dear Michael:

Pursuant to your request, redlined drafts of the accumulated changes to the right-of-way deed and the temporary construction easement for Driveway Exhibits G and H are enclosed. I am also enclosing clean copies of these documents with exhibits for execution by AMB. I understand that you will need to get final approval from AMB.

In addition, and as we discussed, please provide the following for our title company:

- A. Documentation from the Secretary of State showing AMB Property II, L.P. as a properly registered limited partnership and giving the names of the general partners;
- B. Satisfactory proof that the general partner(s) have the power to convey;
- C. Satisfactory proof that the individual signing for the general partner(s) has the power to convey.

If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c: Mr. Steve Chutchian, w/Town
Mr. Kenneth C. Dippel, City Attorney w/firm

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

§

§

THAT AMB PROPERTY II, L.P., a limited partnership, organized and existing under the laws of the State of ~~Delaware~~ Texas, hereinafter called GRANTOR ~~of the County of Dallas, State of Texas~~, 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, Texas, a municipality authorized under the laws of the State of Texas, hereinafter called GRANTEE ~~of the County of Dallas and State of Texas~~, a temporary non-exclusive easement and right to pass over, along, under and across a portions ~~(the "Easement Area")~~ of GRANTOR'S property ~~(the "Easement")~~; ~~which easement and right of passage is located as shown and depicted on Arapaho Road Driveway Exhibit G, attached hereto and incorporated herein ("Easement Area 1") and Arapaho Road Driveway Exhibit H, attached hereto and incorporated herein ("Easement Area 2") (both Easement Area 1 and Easement Area 2 shall sometimes be collectively referred to herein as the "Easement Area")~~, for the purpose of constructing a public roadway to be known as Arapaho Road (the "Roadway").

This ~~temporary construction~~ Easement shall only be used by GRANTEE and its contractors in connection with the construction of ~~a public right-of-way~~ the Roadway adjacent to the Easement Area at Grantee's sole cost and expense. 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 the Notice to Proceed with construction under the construction contract for the Roadway adjacent to the Easement Area is issued by the applicable governmental authority, or upon completion of the construction of the portion of the roadway adjacent to the Easement Area, whichever is earlier the expiration of 30 months following the date of execution of this Temporary Construction Easement, whichever is earlier. The termination of the Easement granted hereunder shall in no way relieve Grantee of its obligation to restore the Easement Area to its former condition, as provided above in the immediately preceding paragraph.

As the Easement Area covers all access points into the remainder of Grantor's property ("Grantor's Property"), Grantee's access to and use of the Easement Area for the purposes expressly provided hereunder shall be undertaken by Grantee in a reasonable manner and shall not be used in a manner that will at any time prohibit or substantially interfere with all access to and from Grantor's Property by Grantor or any occupants thereof, (including the employees, agents, contractors, customers and invitees of same), but must at all times allow for reasonable access to and from Grantor's Property by all such parties. All work performed by Grantee on the Easement Area shall be effected as expeditiously as possible, and Grantee shall not permit any liens to stand against the Easement Area for any work done or materials furnished in connection with the performance of the work described herein.

Grantee shall indemnify, defend and hold harmless Grantor from and against any and all liability, claims, damages, expenses, (including reasonable attorney's fees and reasonable attorneys' fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action to the extent that any alleged injury or damage is alleged to have been caused by any negligent act of Grantee in connection with (i) use of the Easement Area by Grantee, its contractors, employees, agents, successors, or assigns or (ii) the performance by Grantee, its contractors, employees, or agents of work for which this Easement is granted; provided however, that such indemnity is provided by Grantee without waiving any immunity that it may be entitled to, and further, such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort Claims Act. In providing this indemnity, Grantee is not waiving any defense afforded by Federal or Texas law, and this indemnity is solely for the benefit of Grantor and not intended to create or grant any rights, contractual or otherwise to any other person or entity.

The Easement granted herein is not intended and shall not be construed as a gift or dedication to or for the benefit of the general public or for any public use or purpose whatsoever.

It is expressly understood and agreed that the Easement granted hereunder is and shall be non-exclusive, and Grantor does hereby reserve for itself and the occupants of the Grantor's Property (as well as the employees, agents, contractors, customers and invitees of same) (i) the right to use and enjoy the surface of the Easement Area for access to and from Grantor's Property so long as same does not materially and adversely interfere with the use of the Easement Area by Grantee and (ii) the right to grant such other easements as Grantor deems desirable on the surface or subsurface of the Easement Area, provided that such other easements shall not materially and adversely interfere with Grantee's use of the Easement Area.

~~TO HAVE AND TO HOLD unto the Town of Addison, Texas Grantee 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 _____, 2001.

GRANTOR
AMB PROPERTY II, L.P.

By AMB Property Holding Corporation
General Partner

By: _____
Print Name: _____
Print Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

§
§

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, personally appeared _____, the _____ of AMB Property Holding Corporation, general partner on behalf of AMB Property II, L.P., a limited partnership, 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.

MY COMMISSION EXPIRES:

[SEAL]

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

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

RIGHT-OF-WAY DEED

DATE: _____, 2001

GRANTOR: AMB PROPERTY II, L.P.
c/o Lincoln Property Company
500 N. Akard Street, Suite 3300
Dallas, Texas 75201

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

CONSIDERATION:

TWENTY-ONE THOUSAND THREE HUNDRED TEN DOLLARS AND 00/100 (\$21,310.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

See Exhibit A (Field Note Description for Parcel 20) and Exhibit B (Survey Depiction), both attached hereto and incorporated herein by reference.

RESERVATIONS AND EXCEPTIONS:

This conveyance is given and accepted subject to any and all validly existing restrictions, reservations, covenants, conditions, rights of way, and easements affecting the Property, if any, and filed of record in the county and state where the Property is located, and subject to any municipal and other governmental zoning laws, regulations and ordinances affecting the Property. Except as otherwise expressly provided herein, Grantee, by its acceptance of this Right-of-Way Deed accepts the physical conditions of the Property "AS IS, WHERE IS, WITH ALL FAULTS" and in its present state or condition, without representation by Grantor or any of Grantor's representatives as to any matter not expressly mentioned herein.

CONVEYANCE:

Grantor, a limited partnership organized and existing under the laws of the State of ~~Delaware~~ Texas, for the consideration described above grants, sells, and conveys to Grantee, a municipality authorized under the laws of the State of Texas, 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, except as to the Reservations (set forth above) from and Exceptions (set forth above) to such conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

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.

AMB Property II, L.P.

By AMB Property Holding Corporation
General Partner

By: _____
Print Name: _____
Print Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, this instrument was acknowledged on this _____ day of _____, 2001, by _____, the _____ of AMB Property Holding Corporation, general partner on behalf of AMB Property II, L.P., a limited partnership, who 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 in and for the State of Texas
Print Name: _____

My Commission Expires:

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

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

RIGHT-OF-WAY DEED

DATE: _____, 2001

GRANTOR: AMB PROPERTY II, L.P.
 c/o Lincoln Property Company
 500 N. Akard Street, Suite 3300
 Dallas, Texas 75201

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

CONSIDERATION:

TWENTY-ONE THOUSAND THREE HUNDRED TEN DOLLARS AND 00/100 (\$21,310.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

See Exhibit A (Field Note Description for Parcel 20) and Exhibit B (Survey Depiction), both attached hereto and incorporated herein by reference.

RESERVATIONS AND EXCEPTIONS:

This conveyance is given and accepted subject to any and all validly existing restrictions, reservations, covenants, conditions, rights of way, and easements affecting the Property, if any, and filed of record in the county and state where the Property is located, and subject to any municipal and other governmental zoning laws, regulations and ordinances affecting the Property. Except as otherwise expressly provided herein, Grantee, by its acceptance of this Right-of-Way Deed accepts the physical conditions of the Property "AS IS, WHERE IS, WITH ALL FAULTS" and in its present state or condition, without representation by Grantor or any of Grantor's representatives as to any matter not expressly mentioned herein.

CONVEYANCE:

Grantor, a limited partnership organized and existing under the laws of the State of Delaware, for the consideration described above grants, sells, and conveys to Grantee, a municipality authorized under the laws of the State of Texas, 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. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations (set forth above) from and Exceptions (set forth above) to such conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

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.

AMB Property II, L.P.

By AMB Property Holding Corporation
General Partner

By: _____
Print Name: _____
Print Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, this instrument was acknowledged on this _____ day of _____, 2001, by _____, the _____ of AMB Property Holding Corporation, general partner on behalf of AMB Property II, L.P., a limited partnership, who 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 in and for the State of Texas
Print Name: _____

My Commission Expires:

Parcel 20
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0978 acre (4,262 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 5.4319 acre tract of land conveyed to AMB Property II, L.P., by the deed dated July 31, 1998 and recorded in Volume 98157, Page 05195 of the Deed Records of Dallas County, Texas, said called 5.4319 acre tract being all of "Lot 1, Block 1, Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated January 10, 1983 and recorded in Volume 83042, Page 0425 of said Deed Records, said 0.0978 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum disk found at the common Southeast corner of said called 5.4319 acre tract, Southwest corner of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records, and Southwest corner of a tract of land dedicated for Right of Way of Realty Road by said plat of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", said point being in the North Right of Way line of Realty Road (60 feet wide) as dedicated by the plat of Belt Line-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated April 17, 1978 and recorded in Volume 78155, Page 0001 of said Deed Records;

THENCE, NORTH 77°58'55" WEST, (Called NORTH 77°47'59" WEST), along the common South line of said called 5.4319 acre tract and North Right of Way line of said Realty Road, a distance of 434.16 feet to a 5/8 inch iron rod set in the proposed North Right of Way line of Arapaho Road;

THENCE, SOUTH 82°22'10" EAST, departing said line and along the proposed North Right of Way line of Arapaho Road, a distance of 140.43 feet to a "PK" Nail set in saw joint for an angle point;



PARCEL 20 - ARAPAHO ROAD PROJECT

THENCE, SOUTH 78°26'42" EAST, continuing along the proposed North Right of Way line of Arapaho Road, a distance of 294.16 feet to a RR Spike set in rock for the common East line of said called 5.4319 acre tract, West line of Lot 4R of said "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", and West line of that called 12.463 acre tract of land conveyed to Aetna Life Insurance Company by the deed dated December 21, 1982 and recorded in Volume 82250, Page 285 of said Deed Records;

THENCE, SOUTH 12°01'05" WEST, (Called SOUTH 12°12'01" WEST), departing said proposed North Right of Way line of Arapaho Road, along said common line, passing at a distance of 1.12 feet the common Southwest corners of said Lot 4R and said called 12.463 acre tract and Northwest corner of said Right of Way dedication, continuing along the common East line of said called 5.4319 acre tract and West lines of said Right of Way dedication and said "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", for a total distance of 13.12 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.0978 acres or 4,262 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 3-22-00
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

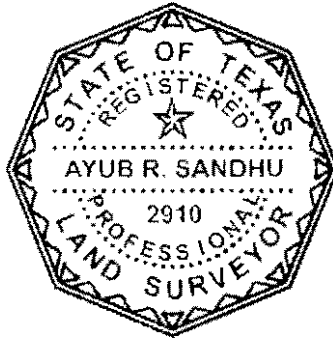


EXHIBIT "B"

DAVID MYERS SURVEY
A-923



LOT 1, BLOCK 1
BELT LINE - MARSH BUSINESS PARK
JAN. 10, 1983
VOL. 83042, PG. 0425
D.R.D.C.T.

AMB PROPERTY II, LP.
CALLED 5.4319 ACRES
JULY 31, 1998
VOL. 98157, PG. 05195
D.R.D.C.T.

AETNA LIFE INSURANCE COMPANY
CALLED 12.483 ACRES
DECEMBER 21, 1982
VOL. 82250, PG. 285
D.R.D.C.T.

LOT 4R
BLOCK 1

LOTS 2R, 3R & 4R, BLOCK 1 OF
BELT LINE - MARSH BUSINESS PARK
MAY 3, 1995
VOL. 95100, PG. 03275
D.R.D.C.T.

REALTY ROAD
VARIABLE R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.

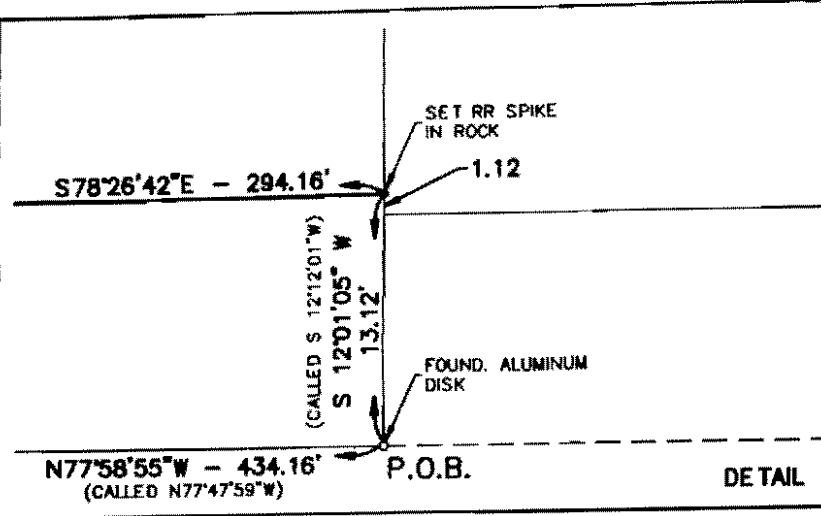
COMMERCIAL DR.

PARCEL 20
A PLAT OF A
0.0978 ACRE (4,262 SQ. FT.)
TRACT OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS



GRAPHIC SCALE
1 INCH = 100 FT.

Asya R. Gandy
3-22-00

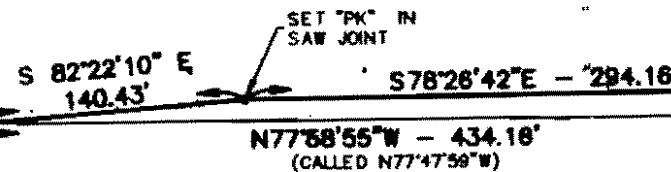


DETAIL

CALLED 3.876 AC.
A. LEE PFLUGER CHILDREN'S TRUST
VOL. 95134, PG. 2868
D.R.D.C.T.

PROPOSED ARAPAHO ROAD

BUSINESS AVE.



NOTES:

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
- PROPOSED RIGHT OF WAY LINE

attorneys' fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action to the extent that any alleged injury or damage is alleged to have been caused by any negligent act of Grantee in connection with (i) use of the Easement Area by Grantee, its contractors, employees, agents, successors, or assigns or (ii) the performance by Grantee, its contractors, employees, or agents of work for which this Easement is granted; provided however, that such indemnity is provided by Grantee without waiving any immunity that it may be entitled to, and further, such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort Claims Act. In providing this indemnity, Grantee is not waiving any defense afforded by Federal or Texas law, and this indemnity is solely for the benefit of Grantor and not intended to create or grant any rights, contractual or otherwise to any other person or entity.

The Easement granted herein is not intended and shall not be construed as a gift or dedication to or for the benefit of the general public or for any public use or purpose whatsoever.

It is expressly understood and agreed that the Easement granted hereunder is and shall be non-exclusive, and Grantor does hereby reserve for itself and the occupants of Grantor's Property (as well as the employees, agents, contractors, customers and invitees of same) (i) the right to use and enjoy the surface of the Easement Area for access to and from Grantor's Property so long as same does not materially and adversely interfere with the use of the Easement Area by Grantee and (ii) the right to grant such other easements as Grantor deems desirable on the surface or subsurface of the Easement Area, provided that such other easements shall not materially and adversely interfere with Grantee's use of the Easement Area.

TO HAVE AND TO HOLD unto the Grantee as aforesaid, for the purposes and on the conditions set forth hereinabove, the Easement and Easement Area described above.

EXECUTED this _____ day of _____, 2001.

GRANTOR
AMB PROPERTY II, L.P.

By **AMB Property Holding Corporation**
General Partner

By: _____
Print Name: _____
Print Title: _____

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, personally appeared _____, the _____ of AMB Property Holding Corporation, general partner on behalf of AMB Property II, L.P., a limited partnership, 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.

MY COMMISSION EXPIRES:

[SEAL]

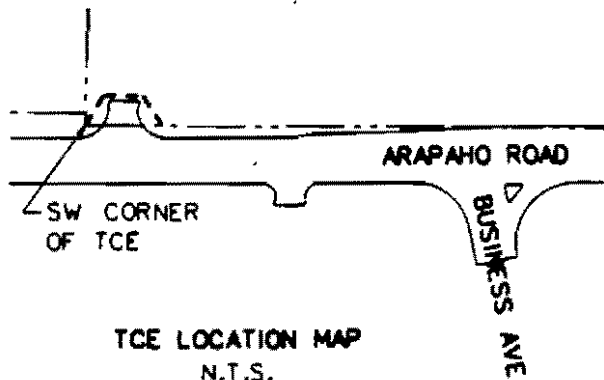
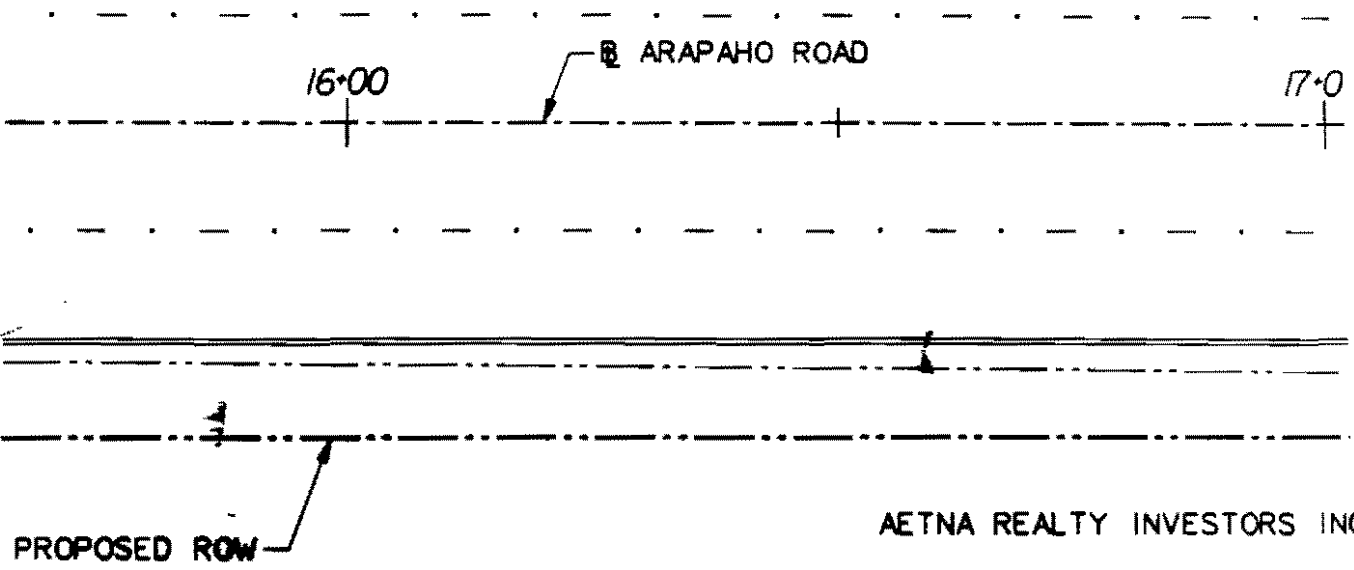
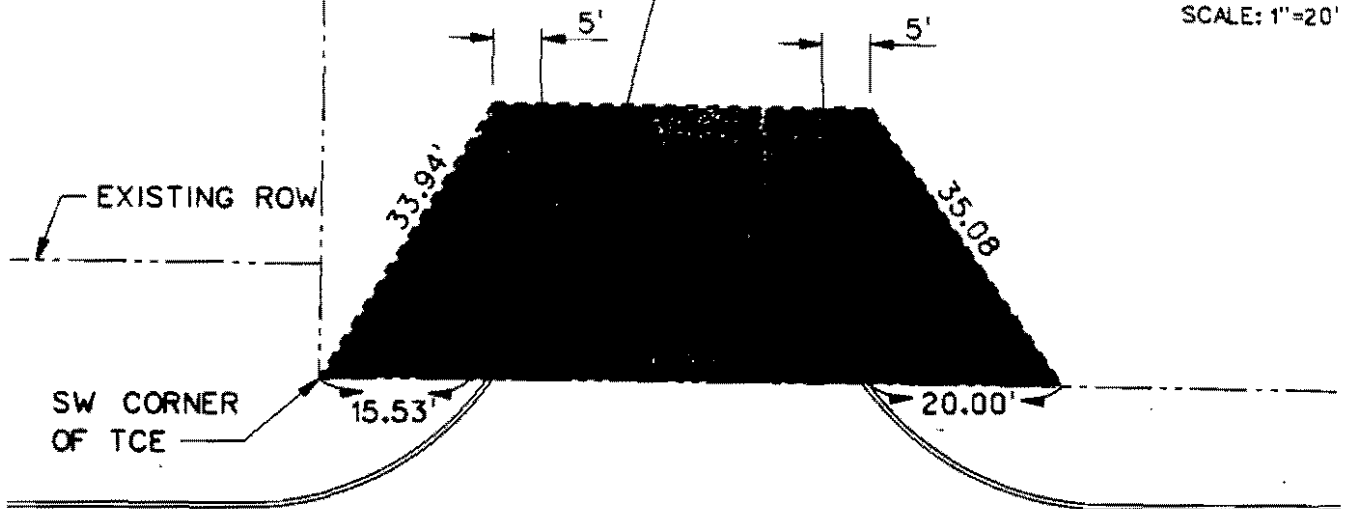
A. LEE PFLUGER
CHILDREN'S TRUST

AMB PROPERTIES II, L.P.



SCALE: 1"=20'

DRIVEWAY EASEMENT AREA
= 1675 SF = 0.0385 AC.

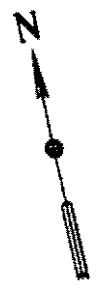
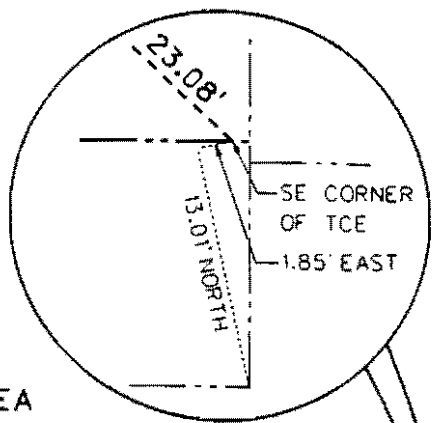


THE SW CORNER OF THE TEMPORARY
CONSTRUCTION EASEMENT IS LOCATED
AT THE SW CORNER OF THE AMB
PROPERTIES II, L.P. PROPERTY.

ARAPAHO ROAD
DRIVEWAY EXHIBIT G

G:\25768\11\pse\Exhibits\arwl.dgn

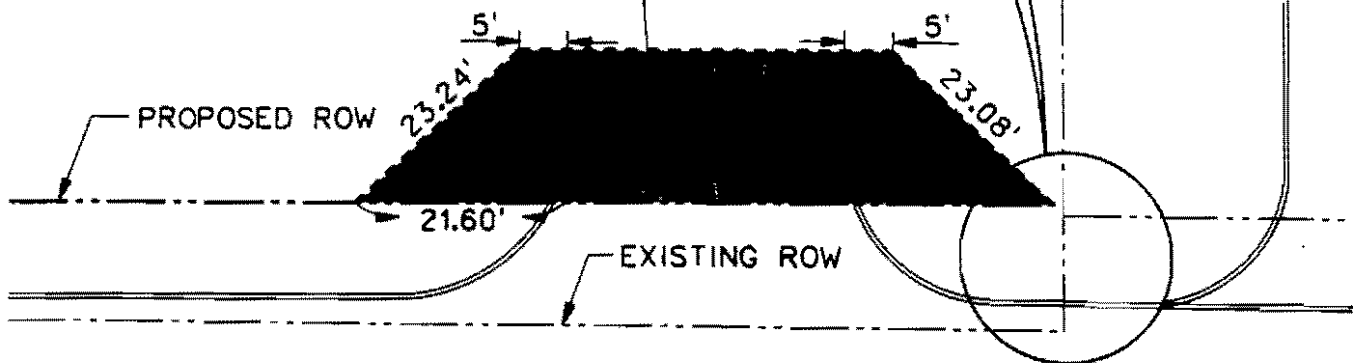
AMB PROPERTIES II, L.P.



SCALE: 1"=20'

DRIVEWAY EASEMENT AREA
= 883 SF = 0.0203 AC.

LINCOLN TRUST
COMPANY
CUSTODIAN



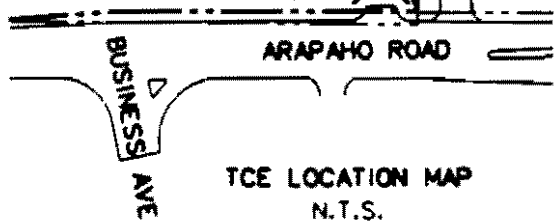
22+00

ARAPAHO ROAD

23+00

TRIANGLE BOWL ASSOCIATES

SE CORNER
OF TCE



THE SW CORNER OF THE TEMPORARY
CONSTRUCTION EASEMENT IS LOCATED
13.01' NORTH AND 1.85' EAST OF THE SE
CORNER OF THE AMB PROPERTIES II, L.P.
PROPERTY.

ARAPAHO ROAD
DRIVEWAY EXHIBIT H

g:\25768\HI\pse\Exhibits\orw2.dgn

TEMPORARY CONSTRUCT.

*Certified copy
w/ Volume &
page # on back
for your records*

1492655

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

08/14/01 2796713 \$13.00
Deed

THAT TXU ELECTRIC COMPANY, successor to Dallas Power & Light Company, a Texas Corporation, hereinafter called GRANTOR of the County of Dallas, State of Texas, 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 the presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and the State of Texas, a temporary easement and right to pass over, along, under and across a portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is located as shown and depicted on Arapaho Road Driveway Exhibit I, attached to and incorporated herein, for the purpose of constructing a roadway to be known as Arapaho Road.

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 7th day of August, 2001

GRANTOR
TXU ELECTRIC COMPANY,

By W. Kyle Ray
W. Kyle Ray
Attorney - In - Fact

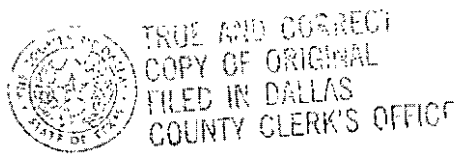
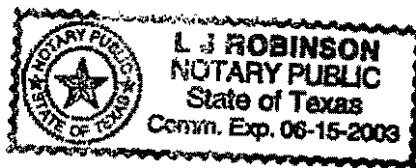


ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 7th day of August, 2001, by **W. KYLE RAY**, Attorney in fact for **TXU ELECTRIC COMPANY**, a Texas corporation, on behalf of said corporation.

L. J. Robinson
NOTARY PUBLIC, STATE OF TEXAS



TxU ELECTRIC

LINCOLN TRUST
COMPANY
CUSTODIAN

NE CORNER
TOWN OF ADDISON
PROPERTY

DRIVEWAY EASEMENT AREA
= 1367 SF = 0.0314 AC.

SCALE: 1"=20'



S 00°06'18"E
50.97'

SW CORNER
OF TCE

61.15'

23.09'

PROPOSED ROW

ARAPAHO ROAD



TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

LINCOLN TRUST
COMPANY CUSTODIAN

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SW CORNER
OF TCE

ARAPAHO ROAD

BUSINESS
AVE

TCE LOCATION MAP
N.T.S.



TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

THE SW CORNER OF THE TEMPORARY
CONSTRUCTION EASEMENT IS LOCATED
50.97' AT A BEARING OF S 00°06'18"E
FROM THE NE CORNER OF THE TOWN
OF ADDISON PROPERTY.

ARAPAHO ROAD
DRIVEWAY EXHIBIT I

8001153 00310

11200 851 1002

FILED

2001 AUG 14 AM 9:06

EARL BULLOCK
COUNTY CLERK
DALLAS COUNTY

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
STATE OF TEXAS
I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hereon by me.

COUNTY OF DALLAS

AUG 14 2001



Earl Bullock
COUNTY CLERK, Dallas County, Texas

THE STATE OF TEXAS }
COUNTY OF DALLAS }

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the volume and page stamped thereon. I hereby certify on

AUG 20 2001



Earl Bullock
COUNTY CLERK, Dallas County, Texas
By *Comptee Wade*
Deputy



TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

RETURN TO: [REDACTED]
NAME TOWN OF ADDISSON
ADDRESS 5300 - BELT LINE
CITY DALLAS, TX 75009

13

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

1492655
08/14/01 2796713 \$13.00
Deed

THAT TXU ELECTRIC COMPANY, successor to Dallas Power & Light Company, a Texas Corporation, hereinafter called GRANTOR of the County of Dallas, State of Texas, 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 the presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and the State of Texas, a temporary easement and right to pass over, along, under and across a portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is located as shown and depicted on Arapaho Road Driveway Exhibit I, attached to and incorporated herein, for the purpose of constructing a roadway to be known as Arapaho Road.

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 7th day of August, 2001

GRANTOR
TXU ELECTRIC COMPANY,

By W. Kyle Ray
W. Kyle Ray
Attorney - In - Fact

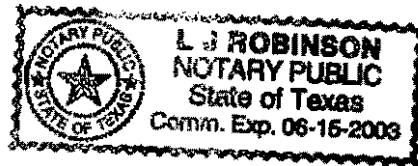
ACKNOWLEDGMENTS

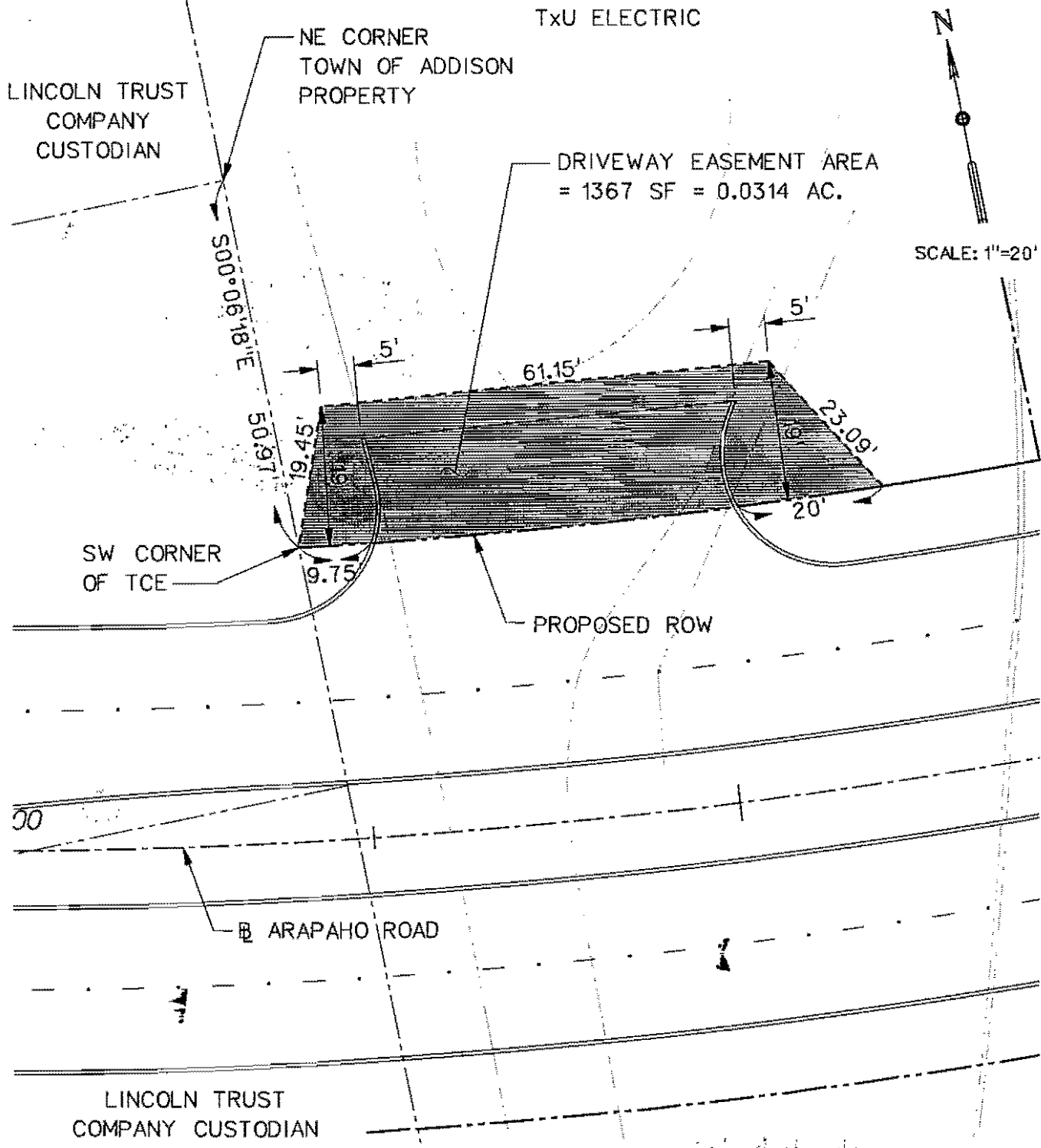
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 7th day of August, 2001, by **W. KYLE RAY, Attorney in fact** for **TXU ELECTRIC COMPANY**, a Texas corporation, on behalf of said corporation.

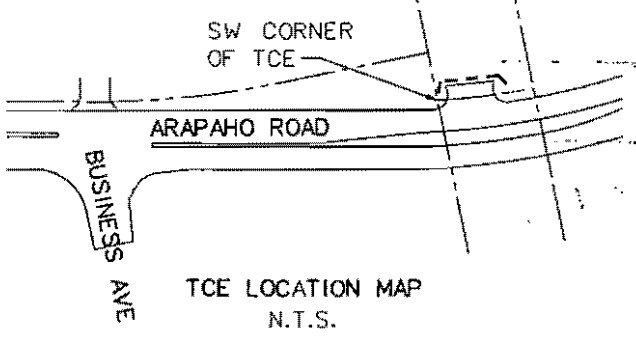


NOTARY PUBLIC, STATE OF TEXAS





THE SW CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 50.97' AT A BEARING OF S 00°06'18"E FROM THE NE CORNER OF THE TOWN OF ADDISON PROPERTY.



ARAPAHO ROAD
DRIVEWAY EXHIBIT I

2001158 00210

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2001 AUG 14 09:06

FILED

2001 AUG 14 AM 9:06

EARL BULLOCK
COUNTY CLERK
DALLAS COUNTY

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
STATE OF TEXAS
I hereby certify this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped herein by me.

COUNTY OF DALLAS

AUG 14 2001



Earl Bullock
COUNTY CLERK, Dallas County, Texas

RETURN TO:

NAME TOWN OF ADDISSON

ADDRESS 5300 - BELT LINE

CITY DALLAS, TX 75004

TOWN OF
ADDISON

PUBLIC WORKS

To: MR. PAT Haggerty

From: STEVE CHUT CHAN

Company: CAMPBELL COMPANY

FAX #: 972-248-0230

Phone: 972/450-2886

Fax: 972/450-2837

Date: 10/23/01

No. of pages (including cover): 4

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

PAT- IF YOU REACH AN AGREEMENT

IN TIME, WE CAN PLACE #48,840 OFFER

ON THE NOV. 13th. COUNCIL AGENDA. THANKS!

Steve Chutchan



PARCEL 18-2

$$4,272 \text{ FT.}^2 @ \$5^{\text{00}} = \$21,360$$

PARCEL 18-1

$$5,496 \text{ FT.}^2 @ \$5^{\text{00}} = \$27,480$$

$$\text{TOTAL } \$48,840^{\text{00}}$$

THE TEMPORARY CONSTRUCTION
EASEMENTS MUST BE
ADDED TO AGREEMENT FOR
THE AFFECTED DRIVE
APPROACHES

Mount Vernon

MATCH LINE STA. 15+00

CR STA 16+19.84
59.15' LT
TC= 584.66 +/-
MATCH EXIST. CURB

PT STA 16+19.54
51.37' LT

CR STA 15+89.57
22.50' LT
TC= 583.48

TEMPORARY
CONSTRUCTION
EASEMENT

MATCH EXISTING PVMT.
AT EXIST. JOINT

CR STA 16+51.78
58.91' LT
TC= 585.23 +/-
MATCH EXIST. CURB

PC STA 16+50.43
58.75' LT

BEGIN TRANSITION
PI STA 17+48.40
22.50' LT
TC= 585.47

CR STA 16+77.72
22.50' LT
TC= 584.79

EXISTING ROW

ARAPAHO ROAD

RT-582787

RT-583041

RT-583581

RT-584339

RT-585003

RT-585151

RT-585156

CR STA 15+02.43
22.50' RT
TC= 582.91

6" MONO. CONC.
CURB (TYP.)

PROPOSED ROW

CR STA 17+72.77
22.50' RT
TC= 585.58

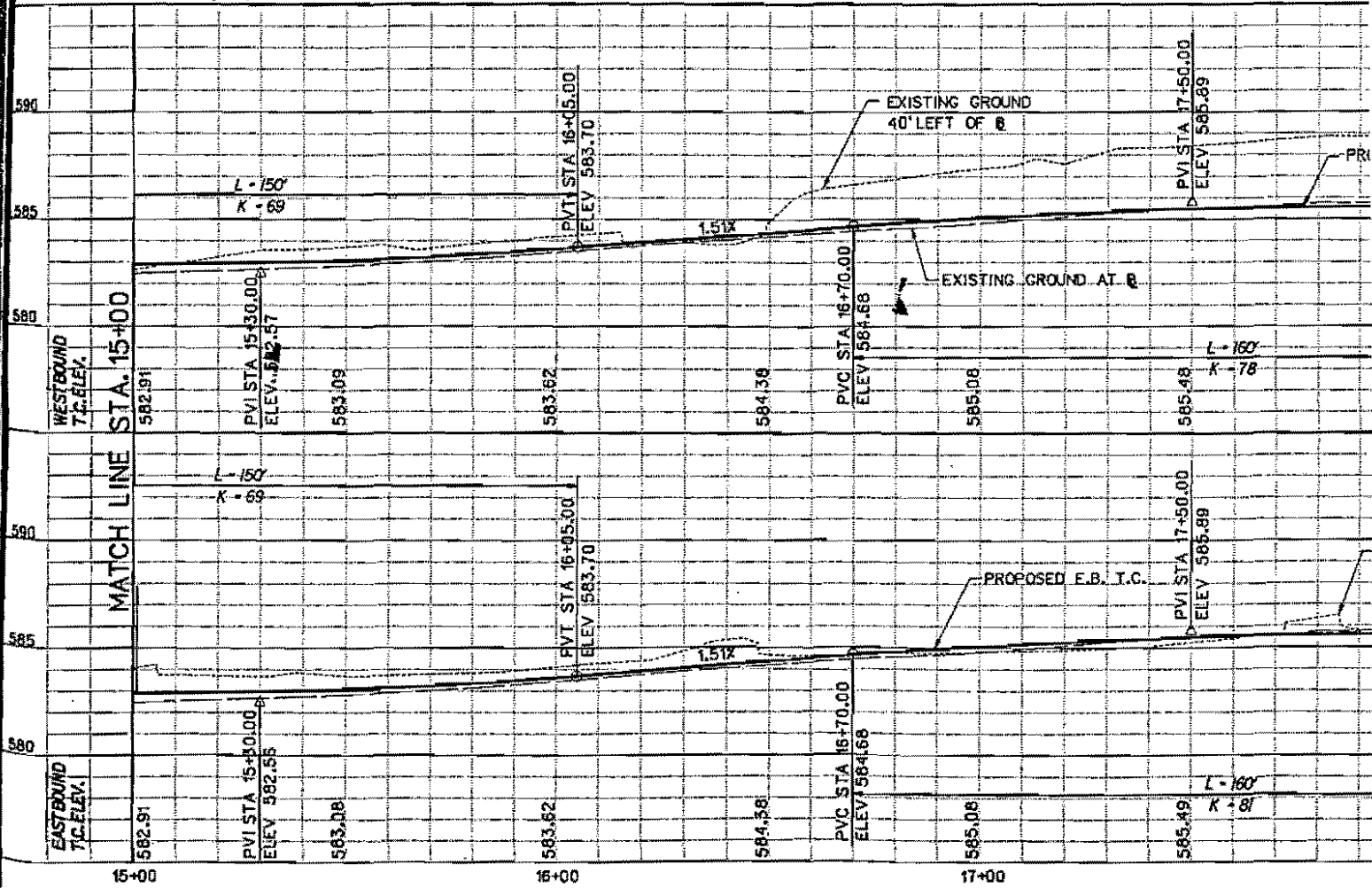
PT STA 17+84.97
39.88' RT

CR STA 17+83.15
42.45' RT
TC= 585.74 +/-
MATCH EXIST. CURB

PC STA 18+15
37.50 RT

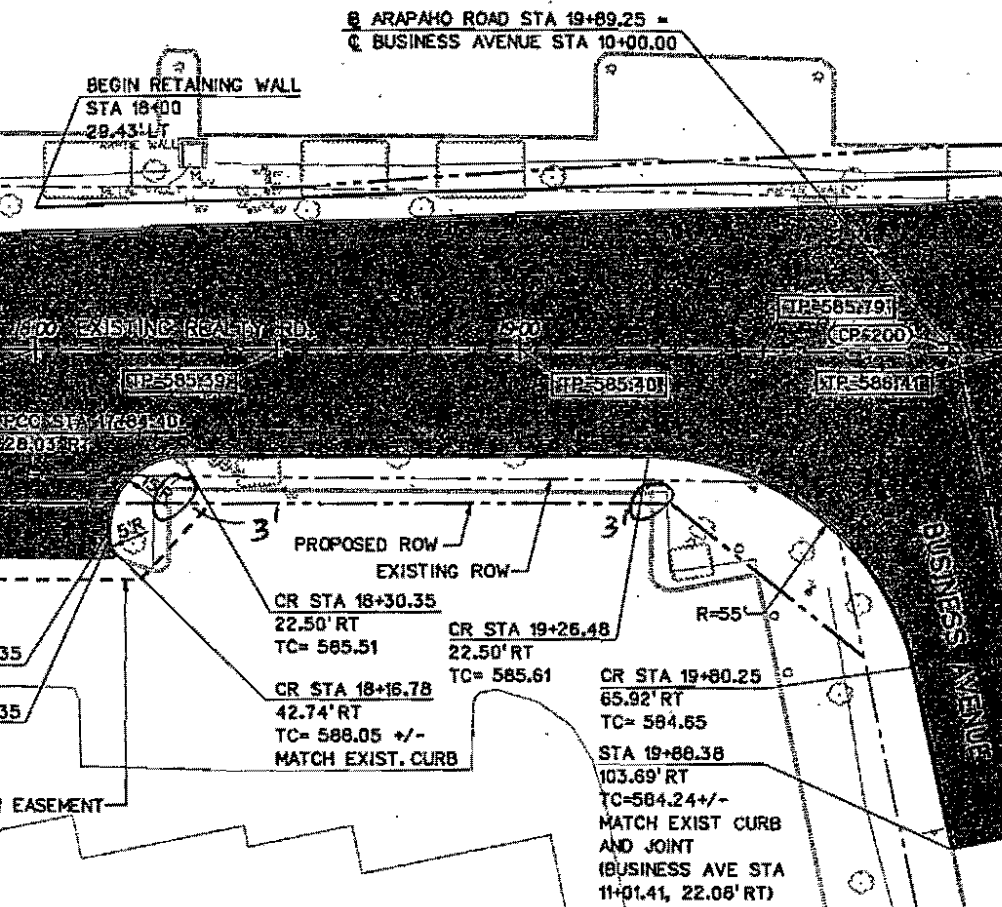
PT STA 18+15
39.24 RT

TEMPORARY
CONSTRUCTION

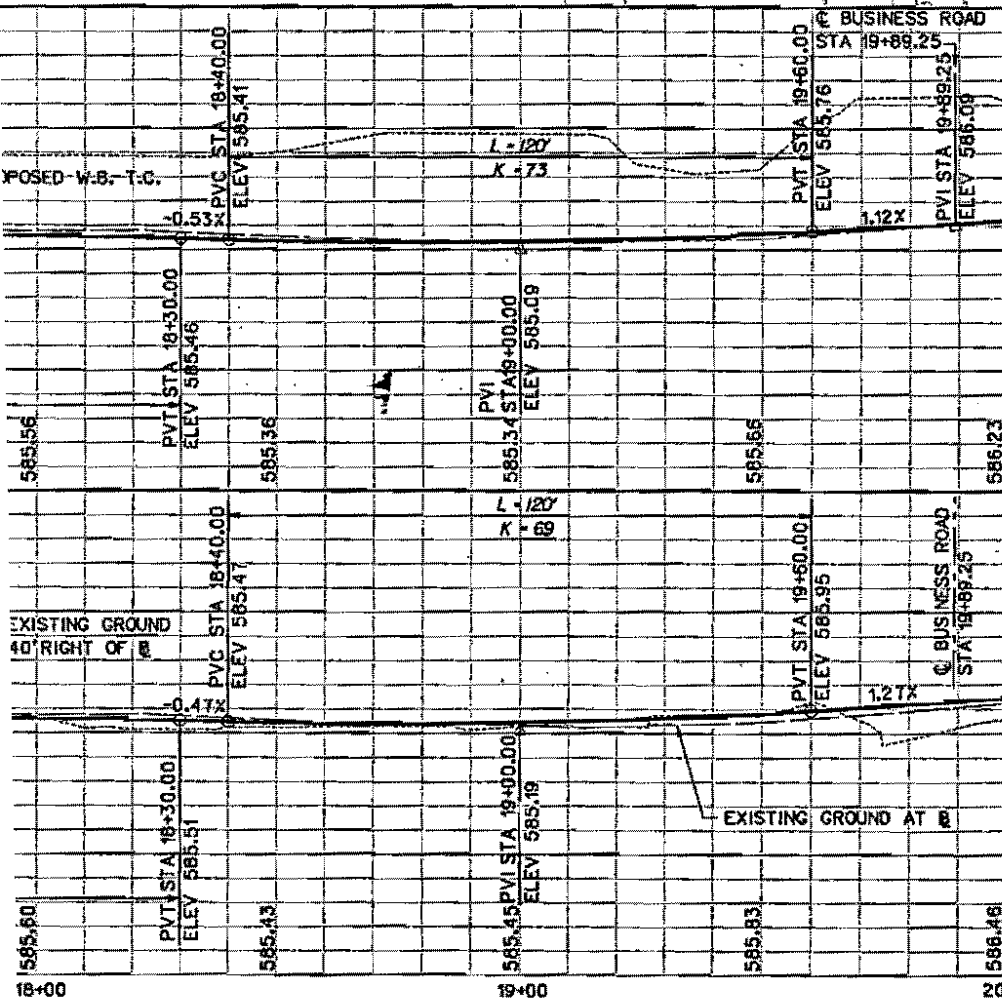




LEGEND	
	EXISTING CURB
	PROPOSED CURB
TP=XXX.XX	TOP OF PAVEMENT ELEVATION
TC=XXX.XX	TOP OF CURB ELEVATION
CR	CURB RETURN
CP XXX	CONTROL POINT
	FENCE
	FIRE HYDRANT
	LIGHT POLE
	POWER POLE
	SAN. SEWER MANHOLE
	SIGN
	TRAFFIC SIGNAL
	VEGETATION
	TREE
	WATER LINE
	TEMPORARY CONSTRUCTION EASEMENT



MATCH LINE STA. 20+00



MATCH LINE STA. 20+00

FOR INTERIM REVIEW ONLY
 By Angela M. Stoddard, P.E. # 84827
HNTB CORPORATION
 Date 21-JUN-2001
 NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

NO.	DATE	REVISION	APPROV.
HNTB ARCHITECTS ENGINEERS PLANNERS The HNTB Company			
ARAPAHO ROAD EXTENSION			
MARSH LAKE TO SURVEYOR BOULEVARD			
PAVING PLAN AND PROFILE			
STA 15+00 TO STA 20+00			
TOWN OF ADDISON, TEXAS			
Design: AMS	Drawn: AGF	DATE: JUNE 01	SCALE: HORIZ 20' VERT 1"=4'
Check: JON	Check: AMS	PROJECT NO: 25768	SHEET NO: PP-3

HP LaserJet 3200se



TOALASERJET 3200
9724502837
OCT-23-2001 3:46PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
614	10/23/2001	3:39:43PM	Send	99722480230	6:40	4	OK

TOWN OF
ADDISON

PUBLIC WORKS

To: MR. PAT HARGRETT

From: STEVE CHUTCHIN

Company: CAMPBELL COMPANY

Phone: 972/450-2886
Fax: 972/450-2837

FAX #: 972-248-0230

Date: 10/23/01

No. of pages (including cover): 4

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

PAT- IF YOU REACH AN AGREEMENT
IN TIME, WE CAN MAKE A 98,890 OFFER
ON THE NOV. 13TH. COUNCIL AGENDA. THANKS
Steve Chutchin

Steve,

Can you run this by
Mike, Slade, etc. and
let me know if we
are willing to seed it
back? We got through
plat - did not buy it.

CW



Halff Associates

ENGINEERS • ARCHITECTS • SCIENTISTS
PLANNERS • SURVEYORS

November 2, 2001
AVO 20079

8618 NORTHWEST PLAZA DRIVE
DALLAS, TEXAS 75225
(214) 346-6200
FAX (214) 739-0095

Town of Addison
Department of Development
PO Box 9010
Addison, Texas 75001

Attn: Carmen Moran

RE: Right of Way Abandonment Request
Arapaho Road Extension at Commercial Drive

Dear Ms. Moran:

Halff Associates, Inc. is currently providing civil engineering services to the OsteoMed Corporation for the development of Lot 4R, Block 1, Beltline-Marsh Business Park. On behalf of OsteoMed, we request that the Town of Addison abandon a section of the Arapaho Road right-of-way which is located near the northeast corner of the intersection of the proposed Arapaho Road Extension and Commercial Drive and immediately south of the aforementioned Lot 4R, Block 1. Due to a change in the proposed road alignment, this section of right-of-way will not be used for the street. Please refer to the attached Exhibit A for the approximate location of the subject tract, totaling approximately 0.16 acres.

If you have any questions or comments, feel free to give me a call at (214) 346-6224.

Sincerely,

HALFF ASSOCIATES, INC.

Dennis J. Chovan, P.E.

DALLAS • FORT WORTH • HOUSTON • McALLEN

TRANSPORTATION • WATER RESOURCES • LAND DEVELOPMENT • MUNICIPAL • ENVIRONMENTAL • STRUCTURAL
MECHANICAL • ELECTRICAL • SURVEYING • GEOGRAPHIC INFORMATION SYSTEMS
ARCHITECTURE • LANDSCAPE ARCHITECTURE • PLANNING

WHILE YOU WERE OUT

FOR Steve DATE 11/25 TIME 11:14 A.M. P.M.

M. Shannon Neuen

OF Halff Assoc.

PHONE FAX MOBILE 214-346-6327

AREA CODE NUMBER EXTENSION

MESSAGE _____

SIGNED _____

<input checked="" type="checkbox"/>	PHONED
<input type="checkbox"/>	RETURNED YOUR CALL
<input checked="" type="checkbox"/>	PLEASE CALL
<input type="checkbox"/>	WILL CALL AGAIN
<input type="checkbox"/>	CAME TO SEE YOU
<input type="checkbox"/>	WANTS TO SEE YOU

TOPS FORM 4008

BELT LINE -
LOT
VOL. .
190,031 SQ.

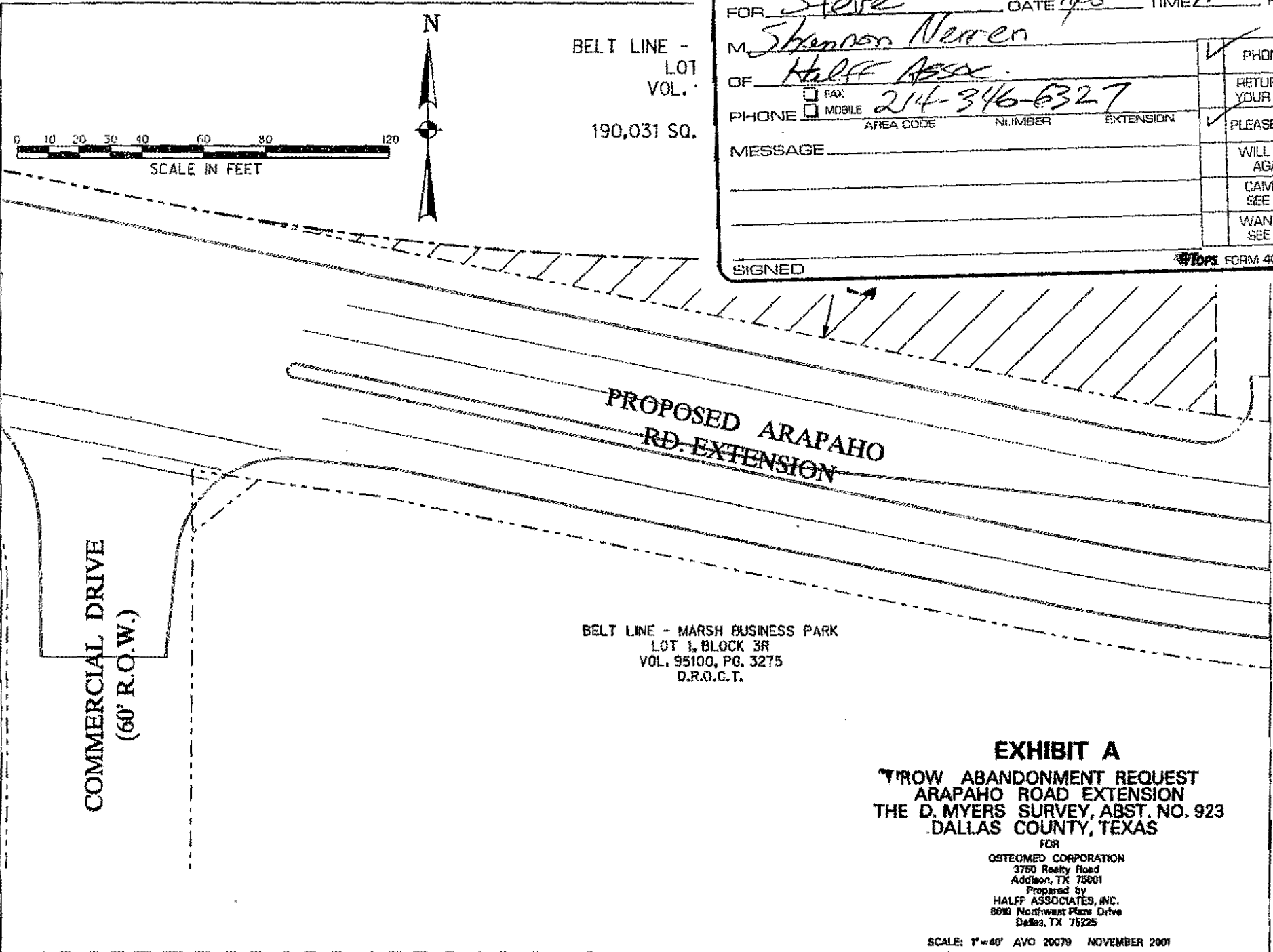


EXHIBIT A
TROW ABANDONMENT REQUEST
ARAPAHO ROAD EXTENSION
THE D. MYERS SURVEY, ABST. NO. 923
DALLAS COUNTY, TEXAS

FOR
 OSTECMED CORPORATION
 3750 Realty Road
 Addison, TX 75001
 Prepared by
 HALFF ASSOCIATES, INC.
 8098 Northwest Plaza Drive
 Dallas, TX 75225

SCALE: 1" = 40' AVO 20079 NOVEMBER 2001

11/01 FRI 10:34 FAX 214 361 5573 HALFF ASSOC INC 003



PARCEL 18-2

$$4,272 \text{ FT.}^2 @ \$5^{\text{00}} = \$21,360$$

PARCEL 18-1

$$5,496 \text{ FT.}^2 @ \$5^{\text{00}} = \$27,480$$

TOTAL \$ 48,840⁰⁰

THE TEMPORARY CONSTRUCTION
EASEMENTS MUST BE
ADDED TO AGREEMENT FOR
THE AFFECTED DRIVE
APPROACHES

Mount Vernon

09/24/01 MON 17:07 FAX 7704332289

001

FAX TRANSMISSION
RACETRAC PETROLEUM, INC.
 300 Technology Court
 Smyrna, Georgia 30082
 Phone # (770) 431-7600

To: Angela Washington **Date:** September 24, 2001
Fax #: 214-672-2344 **Page(s):** 11 (including cover)
From: Debbie Brown
 Extension 1232
 Fax No. 770-434-0191
Subject: Racetrac Petroleum, Inc./Beliline and Marsh, Addison, Texas

COMMENTS:

Attached is a copy of the recorded Special Warranty Deed for the above-referenced site. Please let me know if you need any further information.

IMPORTANT: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under the applicable law. If the reader of the message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, would you kindly notify us immediately by telephone, and return the original message to us at the above address via the United States Postal Service. Thank you.

Grantee's sole cost and expense, covenants and agrees to capture and dispose of the water from the Property which would otherwise drain onto Grantor's Property upon Grantee's development of the Property.

By acceptance of this Special Warranty Deed, Grantee covenants and agrees that the initial use of the Property by Grantee, Metropolitan Foods, Inc. or any affiliate of MC or Metropolitan Foods, Inc. (hereinafter collectively referred to as "MC") is hereby restricted, such that if and when MC develops the Property, the Property may only be used to construct and operate a Racetrac gasoline service station ("Racetrac Facility") consistent as to design, color, size and function with those plans and specifications (the "Plans") prepared by Baird, Hampton and Brown, Inc., pursuant to BHB Project No. 2000.015.000, and being more specifically identified on EXHIBIT "D" attached hereto and incorporated herein. A copy of the Plans may be obtained from the offices of Mesquite Creek Development, Inc. at 300 Technology Court, Smyrna, Georgia 30082. MC will not occupy or use the Property or any portion thereof for any other purpose without the Grantor's written consent, provided, however, that such restriction shall not apply to any successors in title to MC.

By acceptance of this Special Warranty Deed, MC covenants and agrees that if and when MC develops the Property, at MC's sole cost and expense, MC shall: (i) cause to be constructed and maintained a combination of landscaping and fencing along the eastern boundary of the Property separating the Property from Grantor's Property; and (ii) shall also cause to be screened the back or east side of the building to be constructed by MC on the Property, such landscaping, fencing and screening to be in accordance with the Plans. The provision set forth in the immediately preceding sentence shall constitute a covenant running with the Property.

Grantee, by its acceptance hereof, does hereby assume and agree to pay the ad valorem taxes applicable to the Property for calendar year 2000 and subsequent years.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of the 15th day of November, 2000.

GRANTOR:

A. LEE PFLUGER CHILDREN'S TRUST,
a Trust created under the Will of
Carl R. Pfluger

By:


Addison Lee Pfluger, Trustee

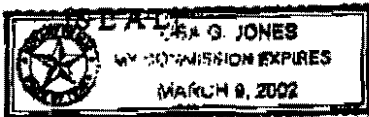
STATE OF TEXAS

COUNTY OF DALLAS

1000000000

BEFORE ME, the undersigned authority, on this day personally appeared Addison Lee Pfluger, in his capacity as Trustee of the A. LEE PFLUGER CHILDREN'S TRUST, a Trust created under the Will of Carl R. Pfluger, 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 and in the capacity therein stated, on behalf of said Trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of November, 2000.



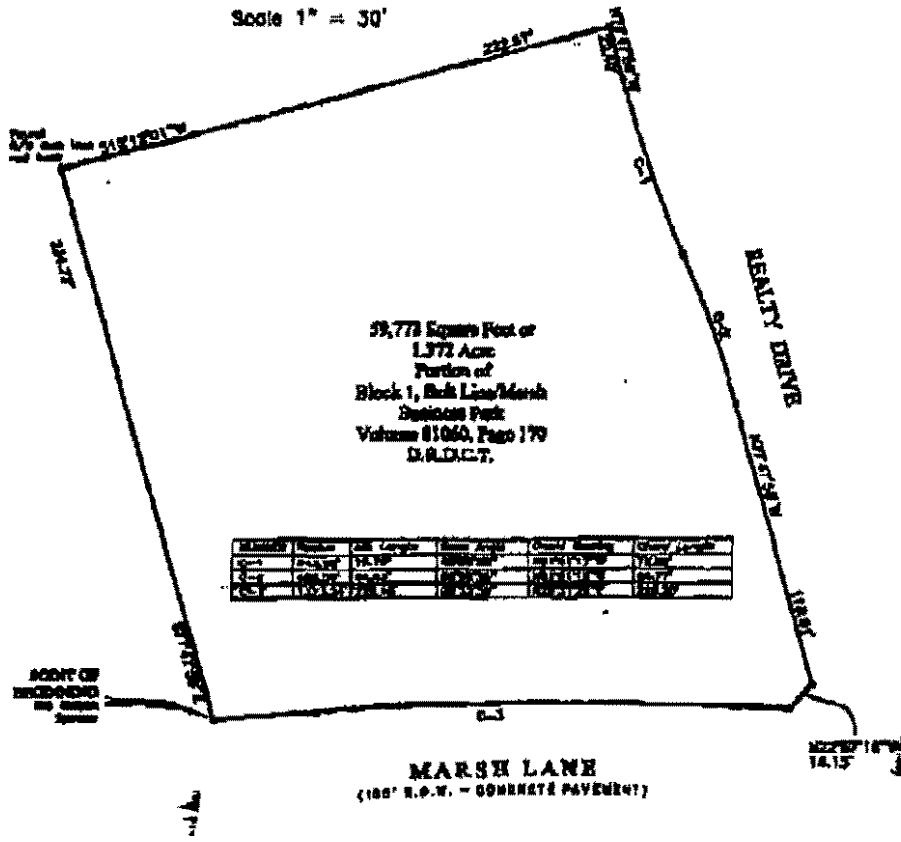
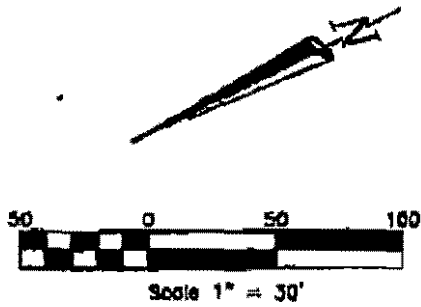
Lisa G. Jones

Notary Public in and for the State of Texas

My Commission Expires:

EXHIBIT "A"

Page 1 of 2



Station	Bearing	Dist. (Feet)	Angle (Degrees)	Area (Square Feet)	Area (Acres)
1	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
2	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
3	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
4	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
5	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
6	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
7	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
8	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
9	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
10	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
11	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
12	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
13	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
14	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
15	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
16	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
17	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
18	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
19	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
20	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
21	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
22	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
23	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
24	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
25	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
26	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
27	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
28	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
29	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
30	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
31	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
32	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
33	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
34	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
35	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
36	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
37	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
38	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
39	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
40	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
41	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
42	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
43	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
44	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
45	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
46	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
47	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
48	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
49	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
50	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
51	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
52	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
53	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
54	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
55	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
56	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
57	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
58	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
59	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
60	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
61	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
62	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
63	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
64	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
65	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
66	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
67	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
68	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
69	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
70	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
71	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
72	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
73	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
74	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
75	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
76	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
77	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
78	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
79	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
80	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
81	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
82	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
83	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
84	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
85	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
86	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
87	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
88	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
89	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
90	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
91	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
92	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
93	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
94	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
95	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
96	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487
97	S 89° 58' 12" W	212.15	89° 58' 12"	10,000.00	0.230
98	S 00° 00' 00" E	100.00	90° 00' 00"	21,215.00	0.487
99	N 89° 58' 12" E	212.15	89° 58' 12"	10,000.00	0.230
100	N 00° 00' 00" W	100.00	90° 00' 00"	21,215.00	0.487

Baird, Hampton & Brown, Inc.
Engineering & Surveying
300 N. 7th St., Ste. 500 Ft. Worth, TX 76102 (817) 332-1277 Fax (817) 332-8942

EXHIBIT "A" SURVEY.DWG
DRAWN BY: [Signature]
DATE: PROJECT AREA 12.000
DATE: 8/24/01 15:00

09/24/01 MON 17:08 FAX 7704332289

006

Exhibit "A" Page 2 of 2

LEGAL DESCRIPTION

Being a tract of land situated in the City of Addison, Dallas County, Texas and being a portion of Block 1, Salt Line/Morsh Business Park as recorded in Volume 81080, Page 170 of the Deed Records of Dallas County, Texas, said tract also being a portion of a parcel of land deeded to A. Lee Pruger Children's Trust as recorded in Volume 95134, Page 2868, said tract of land being described by metes and bounds as follows:

BEGINNING at a set cotton spindle at the southwest corner of Pruger Addition as recorded in Volume 94178, Page 1660 of said Deed Records, said set cotton spindle being on the East right-of-way line of Marsh Lane, a 100 foot right-of-way;

- THENCE SOUTH 77 degrees 47 minutes 59 seconds EAST, departing the East right-of-way line of said Marsh Lane and along the South line of said Pruger Addition, a distance of 234.77 feet to a found 5/8 inch iron rod bent, being at the southeast corner of said Pruger Addition;
- THENCE SOUTH 12 degrees 12 minutes 01 seconds WEST, departing the South line of said Pruger Addition, a distance of 222.67 feet to a set 5/8 inch capped iron rod ("BMB INC"), said set 5/8 inch capped iron rod ("BMB INC"), being on the North line of a 12 foot right-of-way dedication to the Town of Addison as recorded in Volume 94138, Page 4334 of said Deed Records, from said set 5/8 inch capped iron rod ("BMB INC"), a found 1/2 inch iron rod at the southeast corner of said A. Lee Pruger Children's Trust parcel, bears SOUTH 77 degrees 47 minutes 59 seconds EAST, a distance of 233.27 feet;
- THENCE NORTH 77 degrees 47 minutes 59 seconds WEST, along the North line of said 12 foot right-of-way dedication, a distance of 22.40 feet to a point at the beginning of a curve, concave southerly, having a radius of 642.00 feet, a delta angle of 08 degrees 08 minutes 35 seconds, a chord bearing of NORTH 81 degrees 51 minutes 17 seconds WEST, and a chord distance of 78.85 feet, from said point a found 5/8 inch iron rod bears SOUTH 20 degrees 27 minutes 49 seconds WEST, a distance of 0.19 feet;
- THENCE Westerly, along said curve, and along the North line of said 12 foot right-of-way dedication, an arc length of 76.72 feet to a set 5/8 inch capped iron rod ("BMB INC") at the beginning of a reverse curve, concave northerly, having a radius 458.00 feet, a delta angle of 08 degrees 08 minutes 35 seconds, a chord bearing of NORTH 81 degrees 51 minutes 16 seconds WEST, and a chord distance of 84.77 feet;
- THENCE Westerly, along said reverse curve, and along the North line of said 12 foot right-of-way dedication, an arc length of 64.83 feet to a set 5/8 inch capped iron rod ("BMB INC");
- THENCE NORTH 77 degrees 47 minutes 59 seconds WEST, along the North line of said 12 foot right-of-way dedication, a distance of 119.51 feet to a set 5/8 inch capped iron rod ("BMB INC");
- THENCE NORTH 22 degrees 57 minutes 16 seconds WEST, along the North line of said 12 foot right-of-way dedication, a distance of 14.15 feet to a set 5/8 inch capped iron rod ("BMB INC") on the East right-of-way line of said Marsh Lane, said set 5/8 inch capped iron rod ("BMB INC") also being at the beginning of a curve, concave westerly, having a radius of 1323.24 feet, a delta angle of 08 degrees 53 minutes 36 seconds, a chord bearing of NORTH 26 degrees 31 minutes 25 seconds EAST, and a chord distance of 228.20 feet;
- THENCE Northerly, along said curve and along the East right-of-way line of said Marsh Lane, an arc length of 228.48 feet to the POINT OF BEGINNING, containing 50,773 square feet or 1.372 ac/s.

	Baird, Hampton & Brown, Inc. Engineering & Surveying <small>200 S. 7th St., Suite 200 P.O. Box 18702 Dallas, TX 75217-0202-1177 Fax: 972-252-2000</small>	<small>EXAMINER/REGISTERED SURVEYOR</small> <small>CHECKED BY: BMB</small> <small>DATE PLOTTED: 09/20/01 10:00</small> <small>DATE RECORDED: 10, 2001</small>
---	--	--

EXHIBIT "B"**PERMITTED EXCEPTIONS**

1. Restrictive covenants recorded in Volume 78081, Page 150, Real Property Records of Dallas County, Texas.
2. Restrictive covenants recorded in Volume 83014, Page 2979, Real Property Records of Dallas County, Texas.
3. Restrictive covenants recorded in Volume 93129, Page 126, Real Property Records of Dallas County, Texas..
4. Restrictive covenants recorded in Volume 95134, Page 2861, Real Property Records of Dallas County, Texas.
5. Restrictive covenants recorded in Volume 95134, Page 2868, Real Property Records of Dallas County, Texas.
6. Reciprocal Easements Agreement dated 6/22/94, by and between Addison Lee Pfluger and T.H.D.S. Corporation, a Texas corporation, filed 6/28/94, recorded in Volume 94124, Page 946, Real Property Records of Dallas County, Texas, and as shown on survey dated 4/6/2000, by Daniel H. Joslin, R.P.L.S. #4749, of Baird, Hampton & Brown, Inc.
7. Concrete curb and gutter across the Driveway Easement recorded in Volume 94124, Page 946, Real Property Records of Dallas County, Texas, and as shown on survey dated 4/6/00, by David H. Joslin, R.P.L.S. #4749, of Baird, Hampton & Brown, Inc.
8. 20 foot water and sanitary sewer easement from Addison Lee Pfluger to Town of Addison, dated 6/23/94, filed 7/20/94, recorded in Volume 94138, Page 4340, Real Property Records of Dallas County, Texas, and as shown on survey dated 4/6/2000, revised 4/13/2000, by Daniel H. Joslin, R.P.L.S. # 4749, of Baird, Hampton & Brown, Inc.
9. Easements, if any, for public utilities, pipelines or facilities installed in any portion of the vacated Marsh Lane Right-of-Way, lying within the land, together with the right of ingress and egress to repair, maintain, replace and remove the same, as shown on survey dated 4/6/00, revised 4/13/00, by Daniel H. Joslin, R.P.L.S. #4749, of Baird, Hampton & Brown, Inc.

4
7

09/24/01 MON 17:09 FAX 7704332289

008

EXHIBIT "C"**GRANTOR'S PROPERTY**

BEING a tract of land out of the D. Myers Survey, Abstract No. 923, said tract also being in the Beltline-Marsh Business Park, an addition to the City of Addison, Dallas County, Texas, as recorded in Volume 78155, Page 0001, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the East right-of-way line of Marsh Lane (a 100' R.O.W.) and the Southwest line of the St. Louis & Southwestern Railroad right-of-way (a 100' R.O.W.);

THENCE S 77° 46' 49" E along the Southwest line of said railroad 73.53 feet to a point;

THENCE S 77° 47' 59" E continuing along said Southwest R.O.W. line 417.03 feet to a point for corner;

THENCE S 12° 12' 01" W, 344.93 feet to a point for corner in the North right-of-way line of Realty Road (a 60' R.O.W.);

THENCE N 77° 47' 59" W ALONG THE North line of Realty Road, 255.67 feet to a point of curvature of a curve to the left having a central angle of 08° 06' 35," a radius of 530.00 feet and a tangent length of 37.57 feet;

THENCE in a Westerly direction along said curve to the left an arc distance of 75.02 feet to a point of reverse curvature of a curve to the right having a central angle of 08° 06' 35," a radius of 470.00 feet and a tangent length of 37.57 feet;

THENCE in a Westerly direction along said curve to the right an arc distance of 66.52 feet to a point of tangency;

THENCE N 77° 47' 59" W, 121.16 feet to a point for corner;

THENCE N 22° 57' 16" W, 17.27 feet to a point for corner on the East right-of-way line of Marsh Lane;

THENCE N 31° 53' 26" E, 0.32 feet to a point of curvature of a curve to the left having a central angle of 15° 07' 29" a radius of 1323.24, and a tangent length of 175.67 feet;

THENCE in a Northerly direction along the said curve to the left an arc distance of 349.31 feet to the POINT OF BEGINNING and containing 3.876 acres of land, more or less;

SAVE AND EXCEPT a tract of land situated in the D. Myers Survey, Abstract No. 923, Dallas County, Texas, also being a part of Block 1, BELTLINE-MARCH BUSINESS PARK, an addition to the City of Addison, according to the plat thereof recorded in Volume 78155, Page 0001, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch rod set for corner in the east line of Marsh Lane (100' R.O.W.), and the south line of a 100-foot St. Louis & Southwestern Railroad (St.L. & S.W.) R.O.W., said point also being the northwest corner of said BELTLINE-MARSH BUSINESS PARK;

THENCE S 77° 47' 59" E, departing the said east line of Marsh Lane and along the said south line of St.L. & S.W. R.R. R.O.W., a distance of 221.33 feet to a 5/8-inch iron rod set for corner;

THENCE S 12° 12' 01" W, departing the said south line of St.L. & S.W. R.R. R.O.W., a distance of 110.00 feet to a 5/8-inch iron rod set for corner;

THENCE N 77° 47' 59" W, a distance of 234.77 feet to a 5/8-inch iron rod set in the said east line of Marsh Lane for corner, said point also being on a circular curve to the left having a radius of 1323.24 feet and whose chord bears N 19° 09' 57" E 110.82 feet;

THENCE along the said east line of Marsh Lane and circular curve, through a central angle of 04° 47' 59", an arc distance of 110.85 feet, to the POINT OF BEGINNING AND CONTAINING 25,000 square feet of land, more or less.

SAVE AND EXCEPT a tract of land situated in the City of Addison, Dallas County, Texas, and being a portion of Block 1, Belt Line/Marsh Business Park as recorded in Volume 81060, Page 170 of the Deed Records of Dallas County, Texas, said tract also being a portion of a parcel of land deeded to A. Lee Pfluger Children's Trust as recorded in Volume 95134, Page 2868, said tract of land being described by metes and bounds as follows:

BEGINNING at a set cotton spindle at the southwest corner of Pfluger Addition as recorded in Volume 94176, Page 1650 of said Deed Records, said set cotton spindle being on the East right-of-way line of Marsh Lane, a 100 foot right-of-way;

THENCE SOUTH 77 degrees 47 minutes 59 seconds EAST, departing the East right-of-way line of said Marsh Lane and along the South line of said Pfluger Addition, a distance of 234.77 feet to a found 5/8 inch iron rod bent, being at the southeast corner of said Pfluger Addition;

THENCE SOUTH 12 degrees 12 minutes 01 seconds WEST, departing the South line of said Pfluger Addition, a distance of 222.67 feet to a set 5/8 inch capped iron rod ("BHB INC"), said set 5/8 inch capped iron rod ("BHB INC"), being on the North line of a 12 foot right-of-way dedication to the Town of Addison as recorded in Volume 94138, Page 4334 of said Deed Records, from said set 5/8 inch capped iron rod ("BHB INC"), a found 1/2 inch iron rod at the southeast corner of said A. Lee Pfluger Children's Trust parcel, bears SOUTH 77 degrees 47 minutes 59 seconds EAST, a distance of 233.27 feet;

THENCE NORTH 77 degrees 47 minutes 59 seconds WEST, along the North line of said 12 foot right-of-way dedication, a distance of 22.40 feet to a point at the beginning of a curve, concave southerly, having a radius of 542.00 feet, a delta angle of 08 degrees 06 minutes 35 seconds, a chord bearing of NORTH 81 degrees 51 minutes 17 seconds WEST, and a chord distance of 76.65 feet, from said point a found 3/8 inch iron rod bears SOUTH 20 degrees 27 minutes 49 seconds WEST, a distance of 0.19 feet;

THENCE Westerly, along said curve, and along the North line of said 12 foot right-of-way dedication, an arc length of 76.72 feet to a set 5/8 inch capped iron rod ("BHB INC") at the beginning of a reverse curve, concave northerly, having a radius 458.00 feet, a delta angle of 08 degrees 06 minutes 35 seconds, a chord bearing of NORTH 81 degrees 51 minutes 16 seconds WEST, and a chord distance of 64.77 feet;

- THENCE** Westerly, along said reverse curve, and along the North line of said 12 foot right-of-way dedication, an arc length of 64.83 feet to a set 5/8 inch capped iron rod ("BHB INC");
- THENCE** NORTH 77 degrees 47 minutes 59 seconds WEST, along the North line of said 12 foot right-of-way dedication, a distance of 119.61 feet to a set 5/8 inch capped iron rod ("BHB INC");
- THENCE** NORTH 22 degrees 57 minutes 16 seconds WEST, along the North line of said 12 foot right-of-way dedication, a distance of 14.15 feet to a set 5/8 inch capped iron rod ("BHB INC") on the East right-of-way line of said Marsh Lane, said set 5/8 inch capped iron rod ("BHB INC") also being at the beginning of a curve, concave westerly, having a radius of 1323.24 feet, a delta angle of 09 degrees 53 minutes 36 seconds, a chord bearing of NORTH 26 degrees 31 minutes 25 seconds EAST, and a chord distance of 228.20 feet;
- THENCE** Northerly, along said curve and along the East right-of-way line of said Marsh Lane, an arc length of 228.48 feet to the POINT OF BEGINNING, containing 59,773 square feet or 1.372 acre.

200229 01127

EXHIBIT "D"**PLANS AND SPECIFICATIONS**

The plans and specifications for Racetrac Service Station #646 prepared by Baird, Hampton & Brown, Inc. for BHB Project No. 2000.015.000:

1. Boundary and Topographic Survey, dated April 6, 2000
2. Final Plat, dated October 30, 2000
3. Drainage Analysis dated August 15, 2000, revised October 12, 2000 and October 30, 2000
4. Erosion Control Plan dated August 15, 2000, revised October 12, 2000 and October 30, 2000
5. Site layout dated August 15, 2000, revised October 12, 2000 and October 30, 2000
6. Dimensional Control Plan dated August 15, 2000, revised October 12, 2000 and October 30, 2000
7. Site Paving Plan dated August 15, 2000, revised October 12, 2000 and October 30, 2000
8. Grading/Drainage Plan dated August 15, 2000, revised October 12, 2000 and October 30, 2000
9. Storm Drain Plan and Profile, dated 8/15/00, revised October 12, 2000 and October 30, 2000
9. Utility Plan dated August 15, 2000, revised October 12, 2000 and October 30, 2000
10. Miscellaneous Details dated August 15, 2000, revised October 12, 2000 and October 30, 2000
11. Standard Details dated January 5, 2000, as subsequently revised on January 25, 2000; June 9, 2000; and July 27, 2000
12. Planting Plan dated August 15, 2000, revised October 4, 2000 and November 1, 2000
13. Irrigation Plan dated August 15, 2000, revised November 1, 2000
14. Irrigation Details dated August 15, 2000

Notwithstanding the foregoing, Mesquite Creek Development, Inc. and/or its assigns, shall construct the 7' tall wood screen reflected on Sheet L-1 of 3L of the above-described Plans with 6" x 6" x 12' long steel tube posts set in concrete and pressure treated wood panels on 2" x 2" steel tube framing with one diagonal brace per panel and galvanized hardware.


HP LaserJet 3200se



TDLASERJET 3200
9724502837
OCT-30-2001 3:21PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
731	10/30/2001	3:18:05PM	Send	92147508823	3:05	12	OK

HP LaserJet 3200se 

TDLASERJET 3200
9724502837
OCT-19-2001 9:07AM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
620	10-19-2001	9:04:11AM	Send	92147508823	2:59	12	OK

TO:
TOWN OF
ADDISON
10130101

FROM: PUBLIC WORKS
TOWN OF ADDISON
1001 Westmore
P.O. Box 9818
Addison, TX 75001-9818

TO COMPANY: THE SAMPLE CO.
TO FAX: 921-350-8823
DATE: 10/30/01
NO. OF PAGES INCLUDING COVER: 12

HP LaserJet 3200se



TOALASERJET 3200
9724502837
OCT-19-2001 9:07AM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
529	10/19/2001	9:04:11AM	Send	92147508823	2:59	12	OK

TOWN OF
ADDISON

PUBLIC WORKS

To: ERMI E COX

From: LUKE J ALBERT

Company: ARS

Phone: 972/450-2660
Fax: 972/450-2837

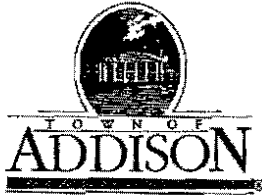
FAX #: 214-750-9823

Date: 10/19

No. of pages (including cover): 12

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

10/30/01



From the desk of: **Gayle Walton**
Department Secretary

5300 Belt Line Road
P.O. Box 9010
Addison, Texas 75001

972/450-7039
Fax 972/450-7043
e-mail: gwalton@ci.addison.tx.us

Date: 11/14/01

Steve,

attached is a copy of the letter you sent me re: temporary construction easement.

attached to this letter is a "filed" copy of the easement from Co. Records. Once I receive the original (2xrs) indicating page/volume #, I will forward you a copy.

Gayle W.

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

November 7, 2001

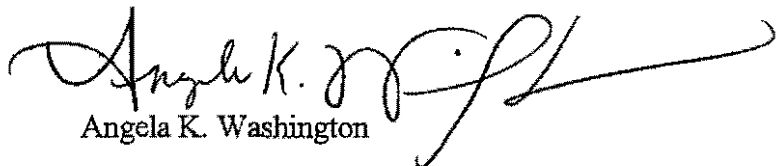
Mr. Steve Chutchian
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Arapaho Road Project Phase II Driveway Exhibits E and F

Dear Steve:

Enclosed is the original executed Temporary Construction Easement for Driveway Exhibits E and F, Arapaho Road Project Phase II. Once it has been recorded by the City, please forward a file-marked copy to me for my files and, per her request, I will forward a file-marked copy to Ann Garris with AMF Bowling. If you have any questions, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosure

c: Patrick J. Haggerty
Campbell Company
16475 Dallas Parkway #700
Addison, TX 75001

Ken C. Dippel, w/firm

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS



THAT AMERICAN RECREATION CENTERS, INC., a California corporation, 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, bargain, confirm and deliver to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and State of Texas, a temporary easement and right to pass over, along, under and across portions of GRANTOR'S property (the "Easement"), as shown and depicted on Arapaho Road Driveway Exhibit E, attached hereto and incorporated herein ("Easement Area 1") and Arapaho Road Driveway Exhibit F, attached hereto and incorporated herein ("Easement Area 2") (both Easement Area 1 and Easement Area 2 shall sometimes be collectively referred to herein as the "Easement Area"), for the purpose of constructing a roadway to be known as Arapaho Road (the "Roadway").

This Easement is temporary and shall only be used by GRANTEE and its contractors in connection with the construction of the Roadway adjacent to the Easement Area. GRANTEE shall restore the Easement and Easement Area to the condition that existed before the construction of the Roadway.

GRANTEE agrees to and does hereby indemnify and hold harmless GRANTOR and will defend GRANTOR from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury and damages to property alleged to have been caused by any negligent act of GRANTEE in connection with or arising out of GRANTEE'S construction activities authorized by this Easement and occurring in the Easement and Easement Area, unless such damage, injury or cost arises out of the gross negligent or willful acts of GRANTOR, its agents, employees, contractors, and invitees; provided however, that such indemnity is provided by GRANTEE without waiving any immunity that it may be entitled to, and further, such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort Claims Act. In providing this indemnity, GRANTEE is not waiving any defense afforded by Federal or Texas law, and this indemnity is solely for the benefit of GRANTOR and not intended to create or grant any rights, contractual or otherwise to any other person or entity.

Access to and use of the Easement and Easement Area by GRANTEE for the purposes expressly provided hereunder shall not materially interrupt or disrupt GRANTOR'S use of the remainder of GRANTOR'S property during the construction of the Roadway and shall not be used in a manner that will at any time prohibit or substantially interfere with all access to and from Grantor's Property.

GRANTEE agrees not to store equipment and materials necessary to the construction of the Roadway on the Easement and Easement Area.

GRANTEE may record this instrument at its expense.

This Easement shall terminate 24 months from the date the Notice to Proceed with construction under the construction contract for the Roadway adjacent to the Easement Area is issued, or upon completion of the construction of the portions 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 or 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 2ND day of November, 2001.

GRANTOR
AMERICAN RECREATION CENTERS, INC.,
a California corporation

By Mark S. Hatcher
Mark S. Hatcher
Title Vice President of Real Estate

STATE OF VIRGINIA §
COUNTY OF HANOVER §

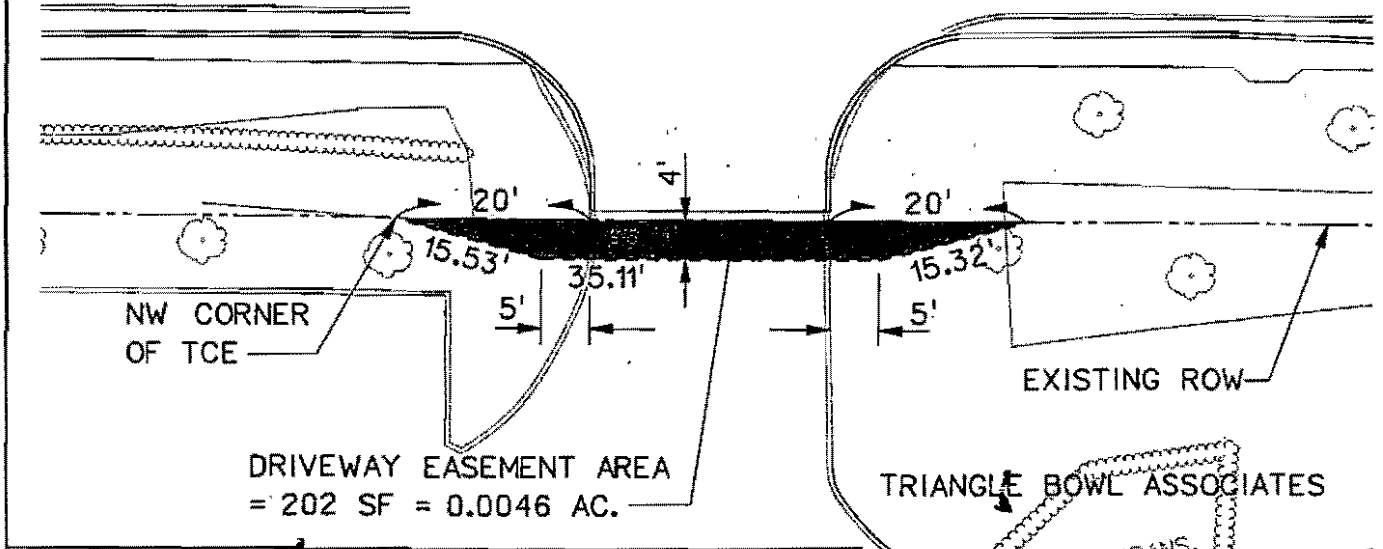
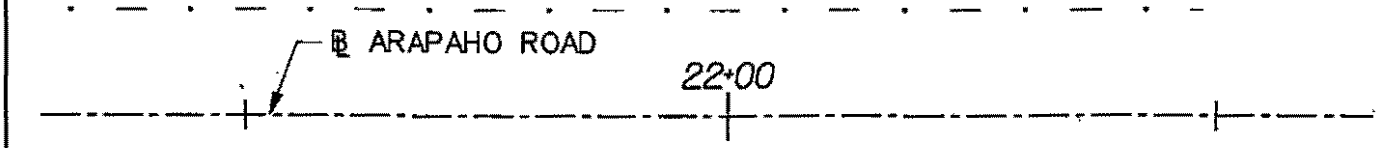
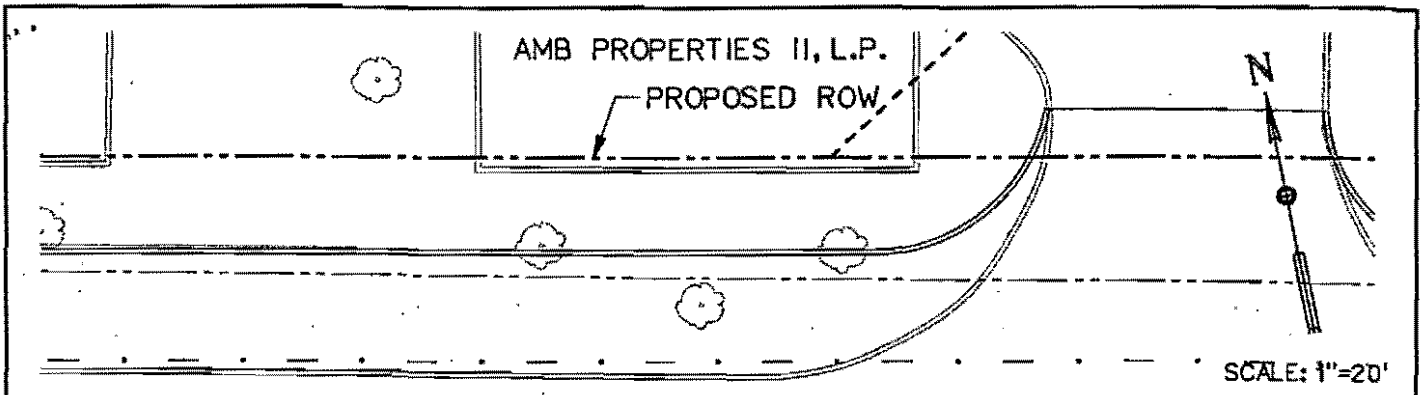
2nd **BEFORE ME**, the undersigned notary public in and for said county and state, on this day of November, 2001, personally appeared Mark S. Hatcher, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized 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.

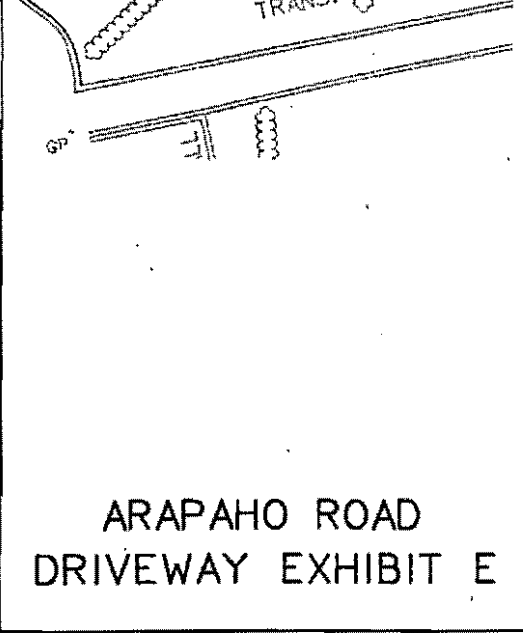
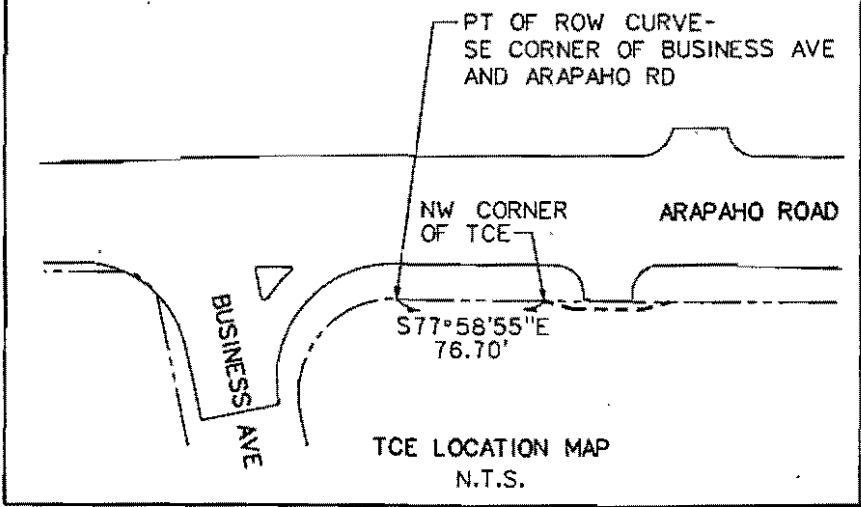
Ann S. Harris
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/31/03

[SEAL]



THE NW CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 76.70' AT A BEARING OF S77°58'55"E FROM THE PT OF ROW CURVE AT THE SE CORNER OF BUSINESS AVE AND ARAPAHO RD.



g:\25768\hl\pse\Exhibits\are5.dgn

LINCOLN TRUST COMPANY CUSTODIAN

EXISTING ROW



SCALE: 1"=20'

ARAPAHO ROAD

24'00"

DRIVEWAY EASEMENT AREA

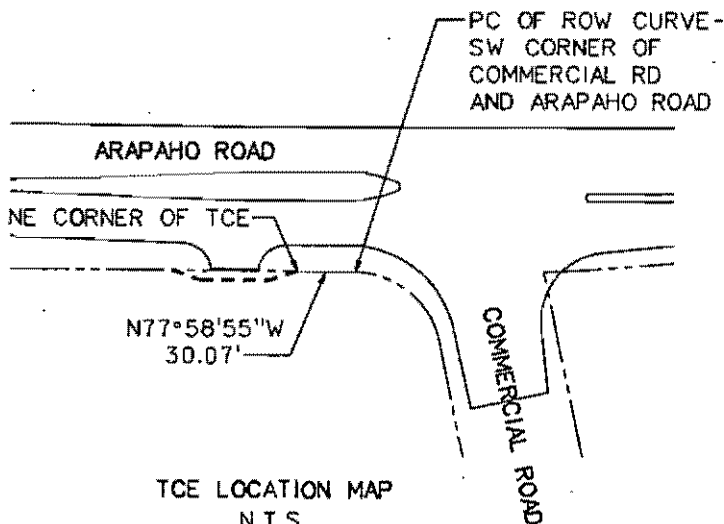
= .250 SF. = 0.0057 AC.

EXISTING ROW

NE CORNER OF TCE

TRIANGLE BOWL ASSOCIATES

THE NE CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 30.07' AT A BEARING OF N77°58'55"W FROM THE PC OF ROW CURVE OF SW CORNER OF COMMERCIAL RD AND ARAPAHO RD.



ARAPAHO ROAD
DRIVEWAY EXHIBIT F

23

2

STREET OR ROAD DEDICATION DEED

1454984

STATE OF TEXAS	§	Deed	07/13/01	2745917	\$23.00
	§	KNOW ALL MEN BY THESE PRESENTS:			
COUNTY OF DALLAS	§				

That, **TXU ELECTRIC COMPANY**, successor to Dallas Power & Light Company, a Texas corporation, hereinafter called "Grantor", for no consideration but as a gift to the **TOWN OF ADDISON**, Dallas County, Texas, hereinafter called "Grantee", receipt of which is hereby acknowledged, has **GRANTED AND DEDICATED**, and by these presents does hereby **GRANT AND DEDICATE** unto said Grantee for so long as the hereinafter described property called Arapaho Road is used for street or road purposes, and subject to the reservations hereinafter set forth, being a 0.1866 acre tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

SUBJECT TO all visible, apparent and recorded easements and rights-of-way and subject to the easement retained by Grantor herein, over, under, along and across the tract herein and hereby conveyed.

GRANTOR RESERVES AND EXCEPTS for itself, its successors and assigns, an easement and right of way for one or more electric power lines and communication lines, each consisting of a variable number of wires, and all necessary and desirable appurtenances and attachments, including poles, H-frames, metal towers, guy wires, and guy anchorages, over, across, and upon the land herein conveyed, together with the right of ingress and egress over and along such land for the purposes of constructing, operating, improving, reconstructing, repairing, relocating, inspecting, patrolling, maintaining, and removing such electric power and communication lines as Grantor may from time to time find necessary, convenient or desirable to erect thereon, provided such use does not unreasonably interfere with Grantee's use of the property for street or road purposes.

Grantor shall have the right to trim and cut down trees and shrubbery to the extent, in the sole judgment of the Grantor, necessary to prevent possible interference with the operation of any of said lines or to remove possible hazards thereto, and the right to remove or prevent the construction on such land of any or all buildings, structures, and obstructions. If any such buildings, structures, or obstructions are constructed or permitted by Grantee to exist on the land without prior written consent of Grantor, then the Grantor shall have the right to remove same and Grantee agrees to pay to Grantor the reasonable cost of such removal.

This dedication deed, subject to all liens of record, is granted upon the conditions that the street or

STREET OR ROAD DEDICATION DEED

RETURN TO:
LAURA DELAPAZ
TXU BUSINESS SERVICES
CORPORATE DOCUMENT SERVICES
PO BOX 139083
DALLAS, TX 75313-8083

Page 1

2001 36 03339

road to be constructed shall be maintained and operated by Grantee at no expense to Grantor, and Grantor shall not be responsible for any cost of construction, reconstruction, operation, maintenance, or removal of the road or street. Grantee agrees that Grantor will not be assessed for any costs of paving said street or road. Grantee further agrees that should Grantor be required to remove, relocate, or reconstruct any towers, poles, electric lines, or other facilities situated on the herein described land as a result of this dedication, paving, or other improvements thereon and thereto by Grantee, Grantee shall bear the cost of such relocation, removal, or reconstruction.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, for so long as the above-described property is used for street or road purposes. When such property ceases to be used for street or road purposes, it shall immediately revert to and vest in Grantor, its successors and assigns; AND Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the above-described premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

EXECUTED this the 6th day of June, 2001.

TXU ELECTRIC COMPANY,

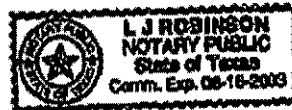
By: W. Kyle Ray
W. Kyle Ray
Attorney-In-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 6th day of June, 2001, by W. KYLE RAY, Attorney in fact for TXU ELECTRIC COMPANY, a Texas corporation, on behalf of said corporation.

L. J. Robinson
Notary Public, State of Texas



Parcel 16
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.1866 acre (8,126 square feet) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 5.65 acre tract of land conveyed to Dallas Power & Light Company on January 2, 1957, and recorded in Volume 4632, Page 338 of the Deed Records of Dallas County, Texas, said 0.1866 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set in a curve the proposed North right of way of Arapaho Road as it intersects the common West line of said 5.65 acre tract and East line of a called 0.7313 acre right of way dedication for Arapaho Road as shown on the plat of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records, from said point an aluminum disk found for the common most Southerly Northeast corner of Lot 4R of said "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park" and Southeast corner of a called 0.350 acre tract of land conveyed to Texas Power & Light Company on December 28, 1978 and recorded in Volume 80006, Page 0489 of said Deed Records, bears North 00°06'18" West, a distance of 105.97 feet;

THENCE, EASTERLY, departing said common line and along proposed North right of way line of Arapaho Road and the arc of a non-tangent curve to the left having a radius of 810.00 feet, a central angle of 7°10'51", a chord bearing South 85°14'00" East for 101.45 feet, for an arc distance of 101.52 feet to a 5/8 inch iron rod set in the common East line of said called 5.65 acre tract and West line of that certain tract of land conveyed to Nile Properties, Ltd. On August 26, 1997 and recorded in Volume 97168, Page 02624 of said Deed Records, said Nile Properties, Ltd. tract being all of the KJA Subdivision Part 2, Addison West Industrial Park, an addition to the Town of Addison, as evidenced by the plat dated May 11, 1978 and recorded in Volume 78105, Page 1111 of said Deed Records;

PARCEL 16 - ARAPAHO ROAD PROJECT

THENCE, SOUTH $00^{\circ}13'08''$ EAST (called North), departing said line and along said common East line of said called 5.65 acre tract and West line of said Nile Properties, Ltd. tract, a distance of 80.02 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road;

THENCE, WESTERLY, departing said common line and along the proposed South right of way line of Arapaho Road and along the arc of a non-tangent curve to the right having a radius of 890.00 feet, a central angle of $6^{\circ}32'37''$, a chord bearing North $85^{\circ}40'49''$ West for 101.50 feet, for an arc distance of 101.65 feet to a 5/8 inch iron rod set in the common West line of said called 5.65 acre tract and East lines of a called 7.729 acre tract of land conveyed to Providence Trust Company FBO Dr. Howard Miller on July 6, 1994 and recorded in Volume 94132, Page 00104 of said Deed Records and Lot 3R, Block 1 of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records;

THENCE, NORTH $00^{\circ}06'17''$ WEST (called South), departing said line and along the common West line of said called 5.65 acre tract and East lines of said called 7.728 acre tract and said Lot 3R, passing at a distance of 47.77 feet the common Northeast corner of said Lot 3 and Southeast corner of said called 0.7313 acre right of way dedication for Arapaho Road, continuing along the common East lines of said called 7.728 acre tract and of said called 0.7313 acre right of way dedication and West line of said called 5.65 acre tract, a distance of 80.80 feet to the POINT OF BEGINNING;

CONTAINING an area of 0.1866 acres or 8,126 square feet of land within the metes recited.

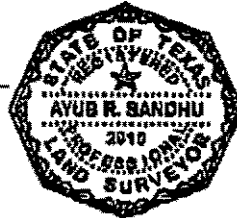
PARCEL 16 - ARAPAHO ROAD PROJECT

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.

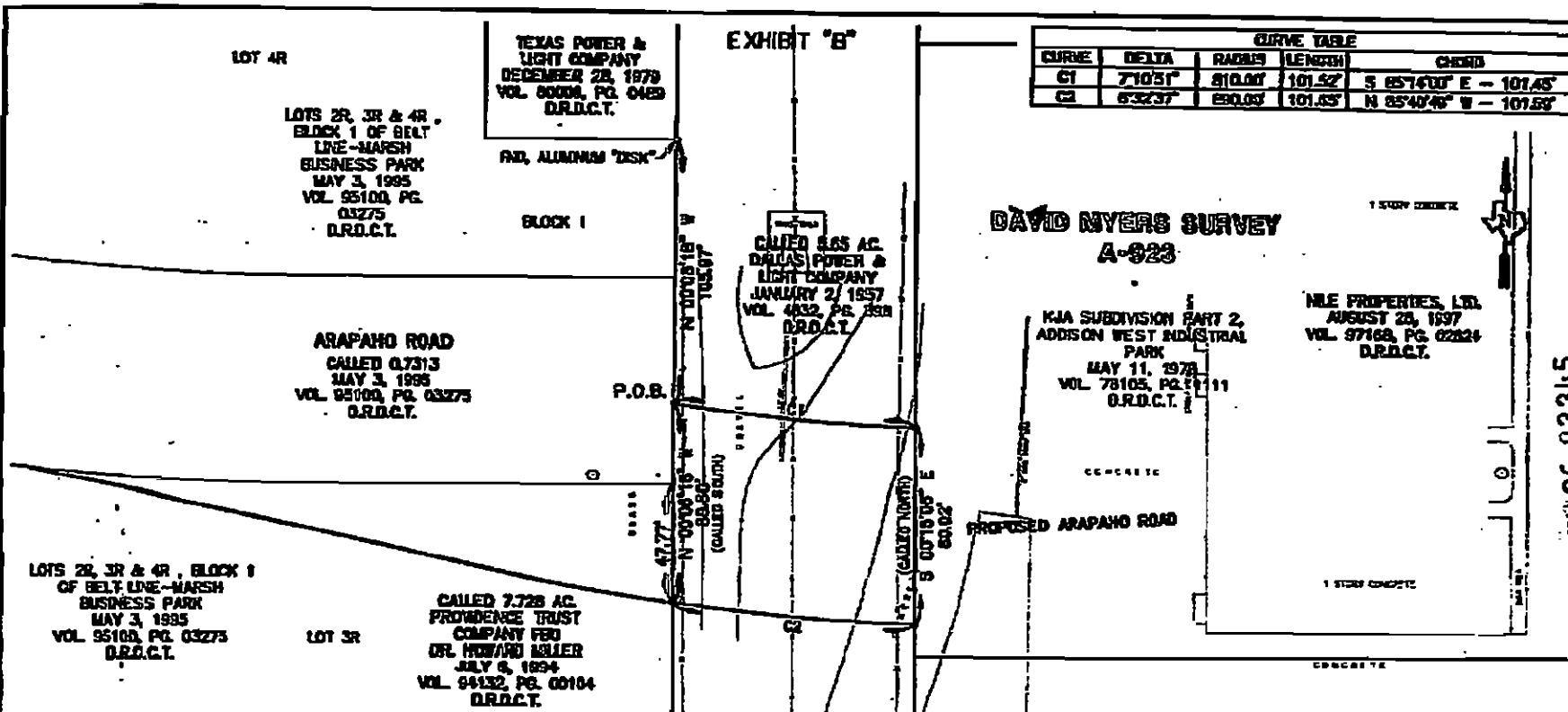
I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 11-12-77
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



POS

03-07-01 11:25AM FROM CARPSELL COMPANIES



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	71051"	810.07	101.52	S 85°40' E - 101.45"
C2	63237"	690.03	101.05	N 85°40' W - 101.53"

TEXAS POWER & LIGHT COMPANY
DECEMBER 28, 1979
VOL. 00004, PG. 0485
D.R.D.C.T.

LOT 4R
LOTS 2R, 3R & 4R,
BLOCK 1 OF BELT
LINE-MARSH
BUSINESS PARK
MAY 3, 1985
VOL. 95100, PG.
03275
D.R.D.C.T.

EXHIBIT "B"

CALLED 5.65 AC.
DALLAS POWER &
LIGHT COMPANY
JANUARY 21, 1957
VOL. 4832, PG. 258
D.R.D.C.T.

DAVID MYERS SURVEY
A-923

KJA SUBDIVISION PART 2,
ADDISON WEST INDUSTRIAL
PARK
MAY 11, 1978
VOL. 78105, PG. 111
D.R.D.C.T.

MILE PROPERTIES, L.D.
AUGUST 20, 1997
VOL. 97168, PG. 02024
D.R.D.C.T.

ARAPAHO ROAD
CALLED 0.7313
MAY 3, 1985
VOL. 95100, PG. 03275
D.R.D.C.T.

LOTS 2R, 3R & 4R, BLOCK 1
OF BELT LINE-MARSH
BUSINESS PARK
MAY 3, 1985
VOL. 95100, PG. 03275
D.R.D.C.T.

LOT 3R
CALLED 7.728 AC.
PROVIDENCE TRUST
COMPANY FBO
DR. HOWARD MILLER
JULY 6, 1994
VOL. 94132, PG. 00104
D.R.D.C.T.

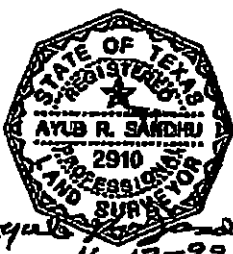
NOTES:

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 ADDISON, RECORDED IN VOL. 77173, PAGE 133, 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

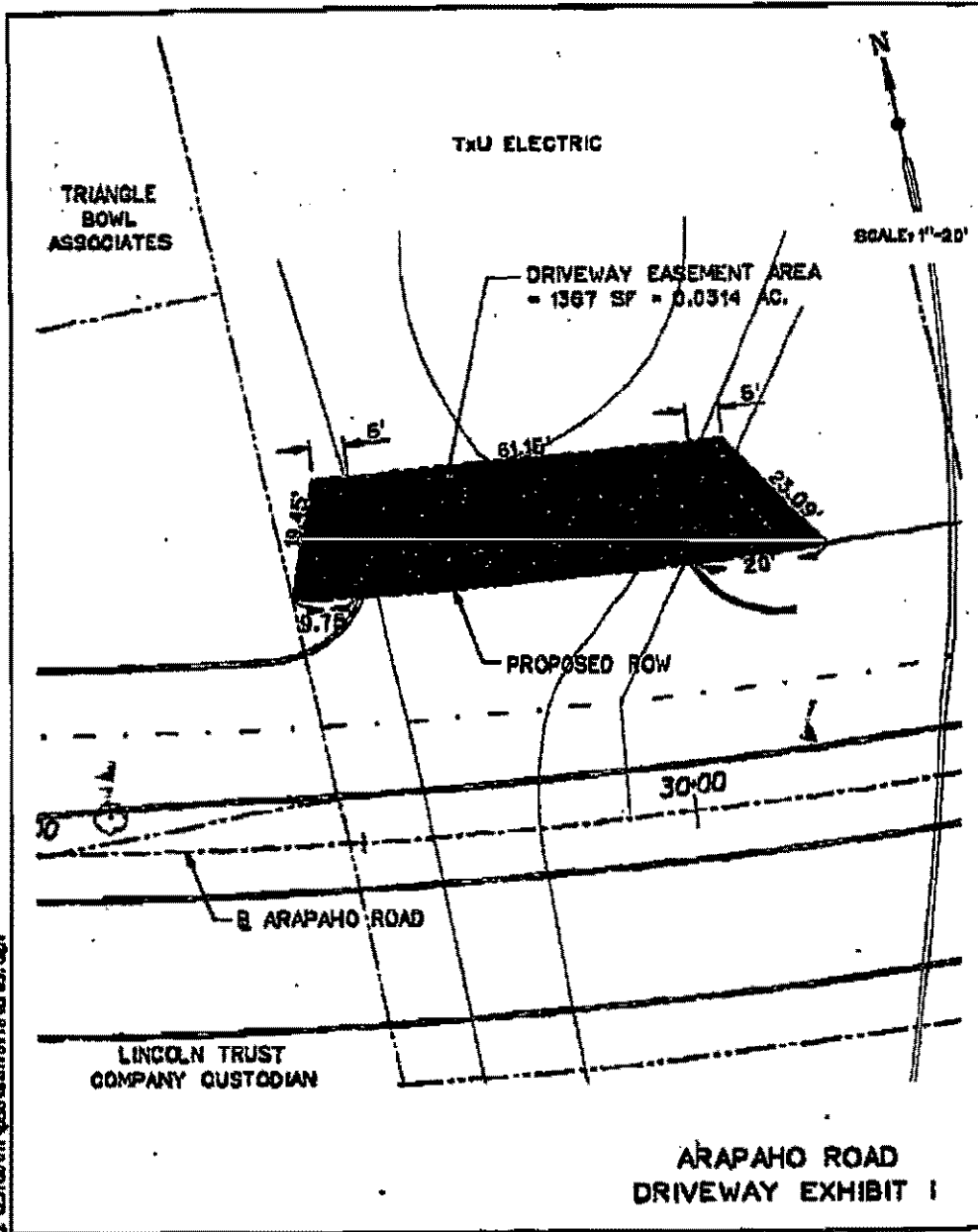
PARCEL .16
A PLAT OF A
0.1866 ACRE (8,126 SQ. FT.)
TRACT OF LAND
IN THE DAVID MYERS SURVY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS



GRAPHIC SCALE
1 INCH = 50 FT.

COUNT 36 03345

(14-A)



© 2007/01/16 10:10:10 AM den

201136 03347

FILED

2001 JUL 12 PM 12:03

EDWARD BULLOCK
COUNTY CLERK
DALLAS COUNTY

Any provision herein which requires the sale, rental, or use of the described real property because of title or vice is hereby waived and the same shall remain under federal law.
STATE OF TEXAS
I hereby certify that instrument was filed on the date and time appearing herein by me and was duly recorded in the volume and page of the official records of Dallas County, Texas as stipulated.

JUL 18 2001



Edward Bullock
COUNTY CLERK, Dallas County, Texas

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

August 10, 2001

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

RE: Parcel 16 -- Arapaho Road Project Phase II (TXU Electric Company)

Dear Steve:

Enclosed for your records please find a copy of the Street or Road Dedication Deed executed and filed by TXU. Also enclosed are two signed originals and one copy of the Temporary Construction Easement for Driveway Exhibit I. Once recorded by the City, please return a file-marked original and one copy to me. I will then forward the file-marked original to TXU per its attorney's request.

If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW:kpl
Enclosures

c: Mr. Ken C. Dippel (w/encl.)

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THAT TXU ELECTRIC COMPANY, successor to Dallas Power & Light Company, a Texas Corporation, hereinafter called GRANTOR of the County of Dallas, State of Texas, 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 the presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and the State of Texas, a temporary easement and right to pass over, along, under and across a portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is located as shown and depicted on Arapaho Road Driveway Exhibit I, attached to and incorporated herein, for the purpose of constructing a roadway to be known as Arapaho Road.

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 7th day of August, 2001

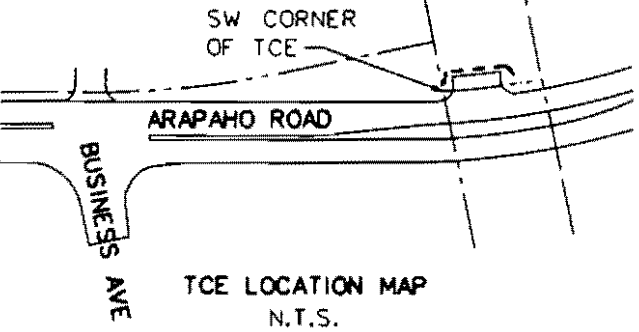
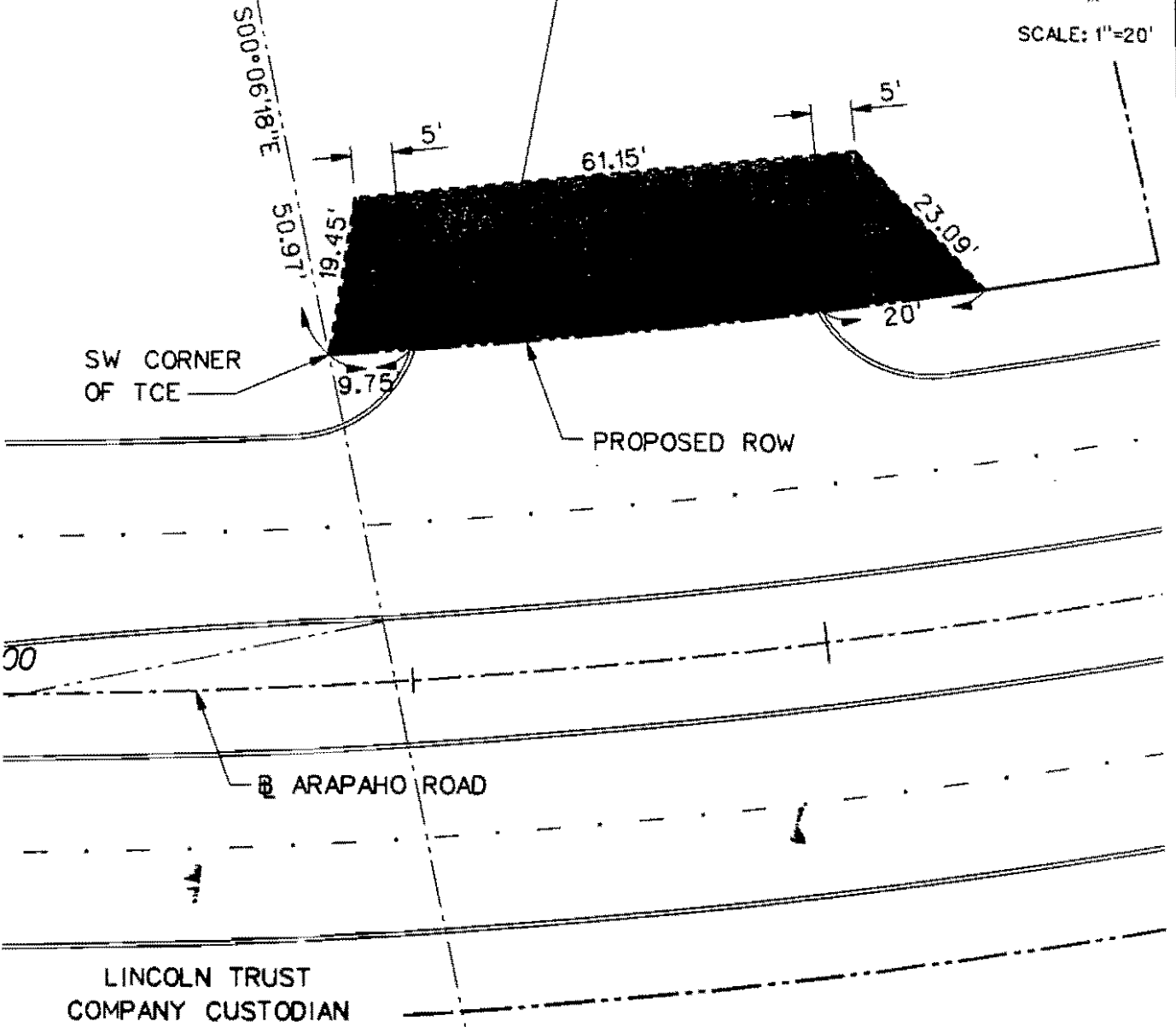
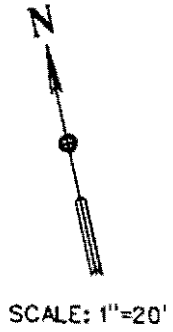
GRANTOR
TXU ELECTRIC COMPANY,
By W. Kyle Ray
W. Kyle Ray
Attorney - In - Fact

TxU ELECTRIC

LINCOLN TRUST COMPANY CUSTODIAN

NE CORNER TOWN OF ADDISON PROPERTY

DRIVEWAY EASEMENT AREA = 1367 SF = 0.0314 AC.



THE SW CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 50.97' AT A BEARING OF S 00° 06' 18" E FROM THE NE CORNER OF THE TOWN OF ADDISON PROPERTY.

ARAPAHO ROAD DRIVEWAY EXHIBIT I

G:\25768\h\pse\Exhibits\arw3.dgn

3300 Lincoln Plaza; 500 North Akard Street; Dallas, Texas 75201
214/740-3300 / 214/740-3404 (Fax)



Fax

From:	Michael Peinado	Company:	Lincoln Property Company
Fax:	214/740-3404	Phone:	214/740-3363

Date:	July 24, 2001	Number of Pages:	Nine (9)
--------------	---------------	-------------------------	----------

To: Pat Haggarty **Company:** Campbell Company

Fax: 972/248-0230 **Phone:** 972/248-8888

To: Angela Washington **Company:** Cowles & Thompson

Fax: 214/672-2020 **Phone:** 214/672-2000

To: Steven Chutchian **Company:** Town of Addison

Fax: 972/450-2837 **Phone:** 972/450-2886

To: **Company:**

Fax: **Phone:**

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

● **Comments:** Attached are our comments.

The information contained in this fax transmittal is intended only for the personal and confidential use of the recipient(s) named above! If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error, please notify us immediately by telephone and return the original message to us by mail. Thank you.

Jenkins & Gilchrist

A PROFESSIONAL CORPORATION

1445 ROSS AVENUE
SUITE 3200
DALLAS, TEXAS 75202

(214) 855-4500
FACSIMILE (214) 855-4300

www.jenkins.com

July 24, 2001

Melissa Womble
(214) 855-4314
mwomble@jenkins.com

AUSTIN, TEXAS
(512) 499-3800

CHICAGO, ILLINOIS
(312) 425-3900

HOUSTON, TEXAS
(713) 951-3300

LOS ANGELES, CALIFORNIA
(310) 820-8800

NEW YORK, NEW YORK
(212) 704-6000

SAN ANTONIO, TEXAS
(210) 246-5000

WASHINGTON, D.C.
(202) 326-1500

VIA HAND DELIVERY

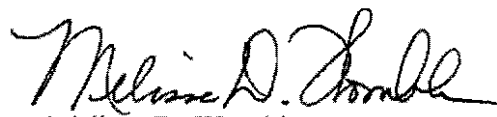
Mr. Michael Peinado
Lincoln Property Company
3300 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201

Re: **3801 Realty Road - Right-of-Way Deed and Temporary
Construction Easement**

Dear Michael:

In connection with the above-referenced transaction, attached please find a copy of the Right-of-Way Deed and Temporary Construction Easement submitted by the City of Addison. These documents have been marked to include my handwritten comments (as well as the typed insert provisions referenced therein). After you have had a chance to review my suggested changes, please give me a call to discuss any questions or comments you might have regarding same.

Sincerely yours,


Melissa D. Womble

MDW:lkm
Enclosure

cc: William L. Sladek, Esq. (with enclosure)

After Recording Return To:

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

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

RIGHT-OF-WAY DEED

DATE: _____, 2001

GRANTOR: AMB PROPERTY II, L.P.
c/o Lincoln Property Company
500 N. Akard Street Suite 3300
Dallas, Texas 75201

GRANTEE: Town of Addison, Texas
5300 Belt Line Road
Addison, TX 75001
(Dallas County, Texas)

*a municipality authorized
under the laws of the
State of Texas,*

CONSIDERATION:

TWENTY-ONE THOUSAND THREE HUNDRED TEN DOLLARS AND 00/100 (\$21,310.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

See Exhibit A (Field Note Description for Parcel 20) and Exhibit B (Survey Depiction), both attached hereto and incorporated herein by reference.

*** INSERT #1**

CONVEYANCE:

Grantor, a limited partnership organized and existing under the laws of the State of Texas, for the consideration described above 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 ~~for and to the use and benefit of Grantee and Grantee's heirs, executors, administrators, successors, and assigns forever.~~ Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

INSERT #2

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.

INSERT #3

AMB Property II, L.P.

By AMB Property Holding Corporation
General Partner

By: _____
Print Name: _____
Print Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, this instrument was acknowledged on this _____ day of _____, 2001, by AMB Property Holding Corporation, the _____ of AMB Property Holding Corporation, general partner on behalf of AMB Property II, L.P., a limited partnership, who 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 in and for the State of Texas
Print Name: _____

My Commission Expires: _____

Insert Provisions
Right-of-Way Deed

INSERT 1: RESERVATIONS AND EXCEPTIONS:

This conveyance is given and accepted subject to any and all validly existing restrictions, reservations, covenants, conditions, rights of way, easements, municipal and other governmental zoning laws, regulations and ordinances affecting the Property, if any, and filed of record in the county and state where the Property is located. Except as otherwise expressly provided herein, Grantee, by its acceptance of this Right-of-Way Deed accepts the physical conditions of the Property "AS IS, WHERE IS, WITH ALL FAULTS" and in its present state or condition, without representation by Grantor or any of Grantor's representatives as to any matter, whether or not expressly mentioned herein.

INSERT 2: , except as to the Reservations (set forth above) from and Exceptions (set forth above) to such conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

INSERT 3: By acceptance hereof, Grantee hereby expressly assumes liability for the payment of all ad valorem taxes and assessments relating to the Property for the current year and all subsequent years.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

Texas, a municipality authorized under the laws of the State of Texas

(the "Easement")

THAT AMB PROPERTY II, L.P., a limited partnership, organized and existing under the laws of the State of Texas, hereinafter called GRANTOR of the County of Dallas, State of Texas, 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 to pass over, along, under and across ~~portion~~ (the "Easement Area") of GRANTOR'S property, ~~which easement and right of passage is located as shown and depicted on Arapaho Road Driveway Exhibit G, attached to and incorporated herein for the purpose of constructing a roadway to be known as Arapaho Road~~

(S)

non-exclusive

Public

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.

(the "Roadway")

as required

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.

INSERT #1

Grantee

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.~~

At Grantee's sole cost and expense.

EXECUTED this _____ day of _____, 2001.

is issued by the applicable governmental authority

INSERT #2

GRANTOR
AMB PROPERTY II, L.P.

By AMB Property Holding Corporation
General Partner

By: _____
Print Name: _____
Print Title: _____

* INSERT #3

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, 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.

MY COMMISSION EXPIRES:

[SEAL]

the _____ of AMB Property Holding Corporation, general partner on behalf of AMB Property II, L.P., a Texas limited partnership,

Insert Provisions
Temporary Construction Easement

INSERT 1: ("Easement Area 1") and Arapaho Road Driveway Exhibit H, attached hereto and incorporated herein ("Easement Area 2") (both Easement Area 1 and Easement Area 2 shall sometimes be collectively referred to herein as the "Easement Area"),

INSERT 2: within 30 months following the date of this Temporary Construction Easement, whichever occurs earlier. The termination of the Easement granted hereunder shall in no way relieve Grantee of its obligation to restore the Easement Area to its former condition, as provided above in the immediately preceding paragraph.

INSERT 3: Grantee's access to and use of the Easement Area for the purposes expressly provided hereunder shall be undertaken by Grantee in a reasonable manner and shall not (i) limit access to the Property by Grantor and any occupants thereof (as well as the employees, agents, contractors, customers and invitees of same) or (ii) interfere with the business operations conducted by any occupant of the Property. All work performed by Grantee on the Easement Area shall be effected as expeditiously as possible, and Grantee shall not permit any liens to stand against the Easement Area for any work done or materials furnished in connection with the performance of the work described herein.

Grantee shall indemnify, defend and hold harmless Grantor from and against any and all liability, claims, damages, expenses, (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), liens, claims of lien, judgements, proceedings and causes of action, arising out of or in any way connected with (i) the performance of such work by Grantee, its contractors, employees, agents or (ii) the use of the Easement Area by Grantee, its contractors, employees, agents, successors, or assigns.

It is expressly understood and agreed that the Easement granted hereunder is and shall be non-exclusive, and Grantor does hereby reserve for itself and the occupants of the Property (as well as the employees, agents, contractors, customers and invitees of same), (i) the right to use and enjoy the Easement Area including, but not limited to, the right to use the surface of the Easement Area for landscaping and irrigation systems, for the passage of pedestrian and vehicular traffic and to maintain paving on the surface of the Easement Area consistent with such purposes so long as same does not materially interfere with the use of the Easement Area by Grantee and (ii) the right to grant such other easements as Grantor deems desirable on the surface or subsurface of the Easement Area, provided that such other easements shall not unreasonably interfere with Grantee's use of the Easement Area.

The Easement granted herein is not intended and shall not be construed as a gift or dedication to or for the benefit of the general public or for any public use or purpose whatsoever, and the parties agree to refrain from and take whatever steps may be necessary to avoid such dedication.

All rights, terms, provisions and obligations arising hereunder are covenants running with the land, binding upon and inuring to the benefit of Grantor or Grantee and their respective successors in title.

3300 Lincoln Plaza; 500 North Akard Street; Dallas, Texas 75201
 214/740-3300 / 214/740-3404 (Fax)



Fax

From:	Michael Peinado	Company:	Lincoln Property Company
Fax:	214/740-3404	Phone:	214/740-3363

Date:	July 24, 2001	Number of Pages:	Nine (9)
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To:	Pai Haggarty	Company:	Campbell Company
------------	--------------	-----------------	------------------

Fax:	972/248-0230	Phone:	972/248-8888
-------------	--------------	---------------	--------------

To:	Angela Washington	Company:	Cowles & Thompson
------------	-------------------	-----------------	-------------------

Fax:	214/672-2020	Phone:	214/672-2000
-------------	--------------	---------------	--------------

To:	Steven Chutchian	Company:	Town of Addison
------------	------------------	-----------------	-----------------

Fax:	972/450-2837	Phone:	972/450-2886
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To:		Company:	
------------	--	-----------------	--

Fax:		Phone:	/
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Urgent For Review Please Comment Please Reply Please Recycle

● **Comments:** Attached are our comments.

The information contained in this fax transmittal is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error, please notify us immediately by telephone and return the original message to us by mail. Thank you.

Jenkins & Gilchrist

A PROFESSIONAL CORPORATION

1445 ROSS AVENUE
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DALLAS, TEXAS 75202

(214) 855-4500
FACSIMILE (214) 855-4300

www.jenkins.com

Melissa Womble
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mwomble@jenkens.com

AUSTIN, TEXAS
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NEW YORK, NEW YORK
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SAN ANTONIO, TEXAS
(210) 246-5000

WASHINGTON, D.C.
(202) 326-1500

July 24, 2001

VIA HAND DELIVERY

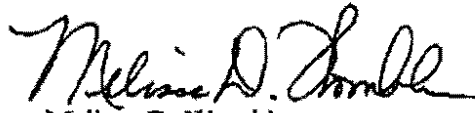
Mr. Michael Peinado
Lincoln Property Company
3300 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201

**Re: 3801 Realty Road - Right-of-Way Deed and Temporary
Construction Easement**

Dear Michael:

In connection with the above-referenced transaction, attached please find a copy of the Right-of-Way Deed and Temporary Construction Easement submitted by the City of Addison. These documents have been marked to include my handwritten comments (as well as the typed insert provisions referenced therein). After you have had a chance to review my suggested changes, please give me a call to discuss any questions or comments you might have regarding same.

Sincerely yours,



Melissa D. Womble

MDW:ikm
Enclosure

cc: William L. Sladek, Esq. (with enclosure)

After Recording Return To:

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

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

RIGHT-OF-WAY DEED

DATE: _____, 2001

GRANTOR: AMB PROPERTY II, L.P.
c/o Lincoln Property Company
500 N. Akard Street, Suite 3300
Dallas, Texas 75201

GRANTEE: Town of Addison, Texas
5300 Belt Line Road
Addison, TX 75001
(Dallas County, Texas)

*a municipality authorized
under the laws of the
State of Texas,*

CONSIDERATION:

TWENTY-ONE THOUSAND THREE HUNDRED TEN DOLLARS AND 00/100 (\$21,310.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

See Exhibit A (Field Note Description for Parcel 20) and Exhibit B (Survey Depiction), both attached hereto and incorporated herein by reference.

*** INSERT #1**

CONVEYANCE:

Grantor, a limited partnership organized and existing under the laws of the State of Texas, for the consideration described above 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. ~~Grantor binds Grantee and Grantee's heirs, executors, administrators, successors, and assigns forever.~~ Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

INSERT #2

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.

INSERT #3

AMB Property II, L.P.

By AMB Property Holding Corporation
General Partner

By: _____
Print Name: _____
Print Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, this instrument was acknowledged on this _____ day of _____, 2001, by AMB Property Holding Corporation the _____ of AMB Property Holding Corporation, general partner on behalf of AMB Property II, L.P., a limited partnership, who 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 in and for the State of Texas
Print Name: _____

My Commission Expires: _____

Insert Provisions
Right-of-Way Deed

INSERT 1: RESERVATIONS AND EXCEPTIONS:

This conveyance is given and accepted subject to any and all validly existing restrictions, reservations, covenants, conditions, rights of way, easements, municipal and other governmental zoning laws, regulations and ordinances affecting the Property, if any, and filed of record in the county and state where the Property is located. Except as otherwise expressly provided herein, Grantee, by its acceptance of this Right-of-Way Deed accepts the physical conditions of the Property "AS IS, WHERE IS, WITH ALL FAULTS" and in its present state or condition, without representation by Grantor or any of Grantor's representatives as to any matter, whether or not expressly mentioned herein.

INSERT 2: , except as to the Reservations (set forth above) from and Exceptions (set forth above) to such conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

INSERT 3: By acceptance hereof, Grantee hereby expressly assumes liability for the payment of all ad valorem taxes and assessments relating to the Property for the current year and all subsequent years.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS

Texas, a municipality authorized under the laws of the State of Texas

(the "Easement")

THAT AMB PROPERTY II, L.P., a limited partnership, organized and existing under the laws of the State of Texas, hereinafter called GRANTOR of the County of Dallas, State of Texas, 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 to pass over, along, under and across portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is located as shown and depicted on Arapaho Road Driveway Exhibit G, attached to and incorporated herein for the purpose of constructing a roadway to be known as Arapaho Road.

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 _____, 2001.

GRANTOR
AMB PROPERTY II, L.P.

By AMB Property Holding Corporation
General Partner

By: _____
Print Name: _____
Print Title: _____

INSERT #2

* INSERT #3

(the "Roadway")

non-exclusive

Public

the Roadway

as required

Grantee

INSERT #1

At Grantee's sole cost and expense.

is issued by the applicable governmental authority

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, 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.

MY COMMISSION EXPIRES:

[SEAL]

the _____ of AMB Property Holding Corporation, general partner on behalf of AMB Property II, L.P., a Texas limited partnership,

Insert Provisions
Temporary Construction Easement

INSERT 1: ("Easement Area 1") and Arapaho Road Driveway Exhibit H, attached hereto and incorporated herein ("Easement Area 2") (both Easement Area 1 and Easement Area 2 shall sometimes be collectively referred to herein as the "Easement Area"),

INSERT 2: within 30 months following the date of this Temporary Construction Easement, whichever occurs earlier. The termination of the Easement granted hereunder shall in no way relieve Grantee of its obligation to restore the Easement Area to its former condition, as provided above in the immediately preceding paragraph.

INSERT 3: Grantee's access to and use of the Easement Area for the purposes expressly provided hereunder shall be undertaken by Grantee in a reasonable manner and shall not (i) limit access to the Property by Grantor and any occupants thereof (as well as the employees, agents, contractors, customers and invitees of same) or (ii) interfere with the business operations conducted by any occupant of the Property. All work performed by Grantee on the Easement Area shall be effected as expeditiously as possible, and Grantee shall not permit any liens to stand against the Easement Area for any work done or materials furnished in connection with the performance of the work described herein.

Grantee shall indemnify, defend and hold harmless Grantor from and against any and all liability, claims, damages, expenses, (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), liens, claims of lien, judgements, proceedings and causes of action, arising out of or in any way connected with (i) the performance of such work by Grantee, its contractors, employees, agents or (ii) the use of the Easement Area by Grantee, its contractors, employees, agents, successors, or assigns.

It is expressly understood and agreed that the Easement granted hereunder is and shall be non-exclusive, and Grantor does hereby reserve for itself and the occupants of the Property (as well as the employees, agents, contractors, customers and invitees of same), (i) the right to use and enjoy the Easement Area including, but not limited to, the right to use the surface of the Easement Area for landscaping and irrigation systems, for the passage of pedestrian and vehicular traffic and to maintain paving on the surface of the Easement Area consistent with such purposes so long as same does not materially interfere with the use of the Easement Area by Grantee and (ii) the right to grant such other easements as Grantor deems desirable on the surface or subsurface of the Easement Area, provided that such other easements shall not unreasonably interfere with Grantee's use of the Easement Area.

The Easement granted herein is not intended and shall not be construed as a gift or dedication to or for the benefit of the general public or for any public use or purpose whatsoever, and the parties agree to refrain from and take whatever steps may be necessary to avoid such dedication.

All rights, terms, provisions and obligations arising hereunder are covenants running with the land, binding upon and inuring to the benefit of Grantor or Grantee and their respective successors in title.

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

July 9, 2001

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

**RE: Parcel 17
Arapaho Road Project Phase II**

Dear Steve:

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

1. Original recorded Right-of-Way Deed; and
2. Original recorded Temporary Construction Easement.

If you have any questions, please give me call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

July 9, 2001

~~Mr. Patrick J. Haggerty
Campbell Company
16475 Dallas Parkway #700
Addison, TX 75001~~

**RE: Parcel 20 – AMB Property II, L.P.
Arapaho Road Project Phase II**

Dear Pat:

Enclosed for execution by AMB Property II, L.P. are the following original documents:

1. Right-of-Way Deed for Parcel 20;
2. Temporary Construction Easement for Driveway Exhibit G; and
3. Temporary Construction Easement for Driveway Exhibit H.

Once executed, please return to me. Also, the title company has requested a copy of the partnership agreement or other document designating who has authority to sign documents conveying property for AMB. If you prefer that I deal with this particular matter, please provide me with information for your contact at AMB and I will follow-up.

If you have any questions or if AMB wishes to make changes, please give me a call. Thank you for your assistance

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c: ✓ Mr. Steve Chutchian, w/Town
Mr. Ken C. Dippel, w/firm

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

RIGHT-OF-WAY DEED

DATE: _____, 2001

GRANTOR: AMB PROPERTY II, L.P.

GRANTEE: Town of Addison, Texas
5300 Belt Line Road
Addison, TX 75001
(Dallas County, Texas)

CONSIDERATION:

TWENTY-ONE THOUSAND THREE HUNDRED TEN DOLLARS AND 00/100 (\$21,310.00), in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

See Exhibit A (Field Note Description for Parcel 20) and Exhibit B (Survey Depiction), both attached hereto and incorporated herein by reference.

CONVEYANCE:

Grantor, a limited partnership organized and existing under the laws of the State of Texas, for the consideration described above 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.

AMB Property II, L.P.

By _____
General Partner

By: _____
Print Name: _____
Print Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before Me, this instrument was acknowledged on this _____ day of _____, 2001, by _____, the _____ of _____, general partner on behalf of AMB Property II, L.P., a limited partnership, who 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 in and for the State of Texas
Print Name: _____

My Commission Expires: _____

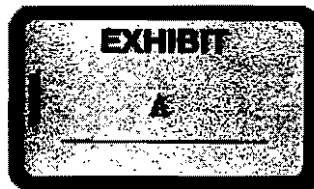
Parcel 20
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0978 acre (4,262 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 5.4319 acre tract of land conveyed to AMB Property II, L.P., by the deed dated July 31, 1998 and recorded in Volume 98157, Page 05195 of the Deed Records of Dallas County, Texas, said called 5.4319 acre tract being all of "Lot 1, Block 1, Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated January 10, 1983 and recorded in Volume 83042, Page 0425 of said Deed Records, said 0.0978 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum disk found at the common Southeast corner of said called 5.4319 acre tract, Southwest corner of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records, and Southwest corner of a tract of land dedicated for Right of Way of Realty Road by said plat of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", said point being in the North Right of Way line of Realty Road (60 feet wide) as dedicated by the plat of Belt Line-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated April 17, 1978 and recorded in Volume 78155, Page 0001 of said Deed Records;

THENCE, NORTH 77°58'55" WEST, (Called NORTH 77°47'59" WEST), along the common South line of said called 5.4319 acre tract and North Right of Way line of said Realty Road, a distance of 434.16 feet to a 5/8 inch iron rod set in the proposed North Right of Way line of Arapaho Road;

THENCE, SOUTH 82°22'10" EAST, departing said line and along the proposed North Right of Way line of Arapaho Road, a distance of 140.43 feet to a "PK" Nail set in saw joint for an angle point;



PARCEL 20 - ARAPAHO ROAD PROJECT

THENCE, SOUTH 78°26'42" EAST, continuing along the proposed North Right of Way line of Arapaho Road, a distance of 294.16 feet to a RR Spike set in rock for the common East line of said called 5.4319 acre tract, West line of Lot 4R of said "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", and West line of that called 12.463 acre tract of land conveyed to Aetna Life Insurance Company by the deed dated December 21, 1982 and recorded in Volume 82250, Page 285 of said Deed Records;

THENCE, SOUTH 12°01'05" WEST, (Called SOUTH 12°12'01" WEST), departing said proposed North Right of Way line of Arapaho Road, along said common line, passing at a distance of 1.12 feet the common Southwest corners of said Lot 4R and said called 12.463 acre tract and Northwest corner of said Right of Way dedication, continuing along the common East line of said called 5.4319 acre tract and West lines of said Right of Way dedication and said "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", for a total distance of 13.12 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.0978 acres or 4,262 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 3-22-00
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

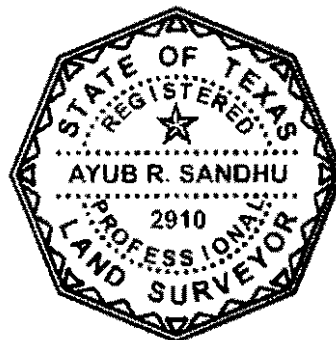
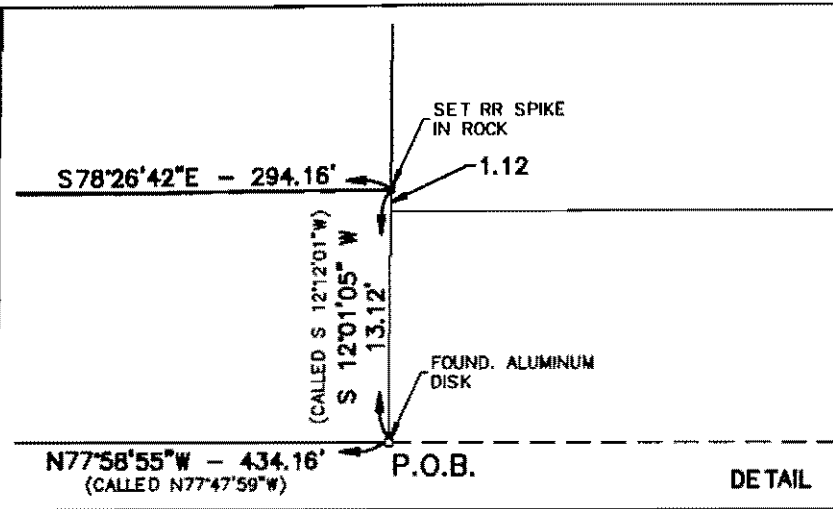


EXHIBIT "B"



LOT 1, BLOCK 1
BELT LINE - MARSH BUSINESS PARK
JAN. 10, 1983
VOL. 83042, PG. 0425
D.R.D.C.T.

AMB PROPERTY II, L.P.
CALLED 5.4319 ACRES
JULY 31, 1998
VOL. 98157, PG. 05195
D.R.D.C.T.

DAVID MYERS SURVEY
A-923

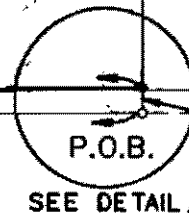
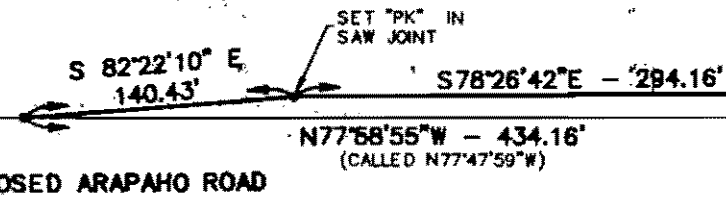


AETNA LIFE INSURANCE COMPANY
CALLED 12.463 ACRES
DECEMBER 21, 1982
VOL. 82250, PG. 285
D.R.D.C.T.

LOT 4R
BLOCK 1

LOTS 2R, 3R & 4R, BLOCK 1 OF
BELT LINE - MARSH BUSINESS PARK
MAY 3, 1995
VOL. 95100, PG. 03275
D.R.D.C.T.

CALLLED 3.876 AC.
A. LEE PFLUGER CHILDREN'S TRUST
VOL. 95134, PG. 2868
D.R.D.C.T.



REALTY ROAD
VARIABLE R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.

BUSINESS AVE.

COMMERCIAL DR.

PARCEL 20
A PLAT OF A
0.0978 ACRE (4,262 SQ. FT.)
TRACT OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

NOTES:

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
- PROPOSED RIGHT OF WAY LINE



GRAPHIC SCALE
1 INCH = 100 FT.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

THAT **AMB PROPERTY II, L.P.**, a limited partnership, organized and existing under the laws of the State of Texas, hereinafter called **GRANTOR** of the County of Dallas, State of Texas, 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 to pass over, along, under and across a portion (the "Easement Area") of **GRANTOR'S** property, which easement and right of passage is located as shown and depicted on Arapaho Road Driveway Exhibit G, attached to and incorporated herein, for the purpose of constructing a roadway to be known as Arapaho Road.

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 _____, 2001.

GRANTOR
AMB PROPERTY II, L.P.

By _____
General Partner

By: _____
Print Name: _____
Print Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

§
§

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, 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.

MY COMMISSION EXPIRES:

[SEAL]

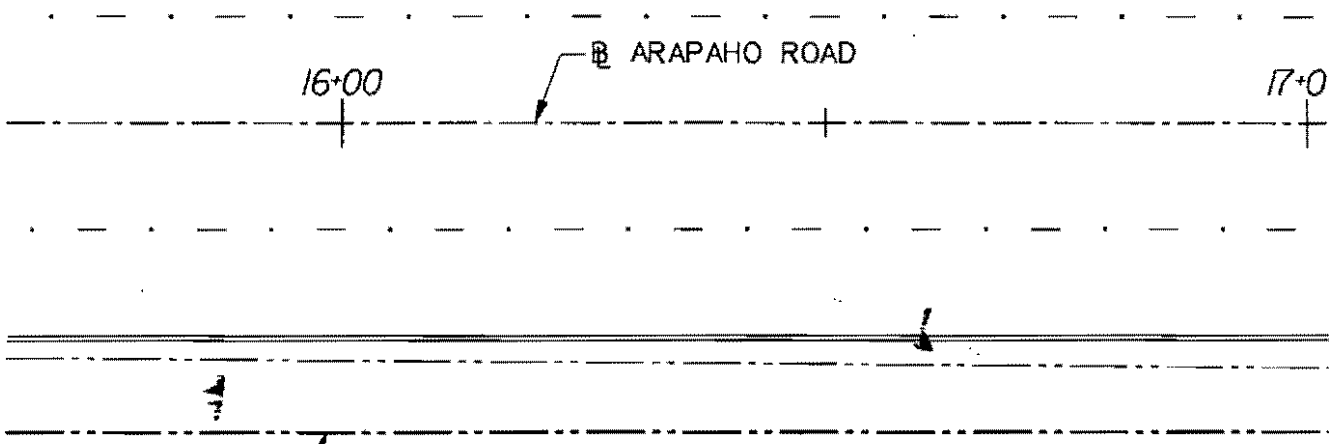
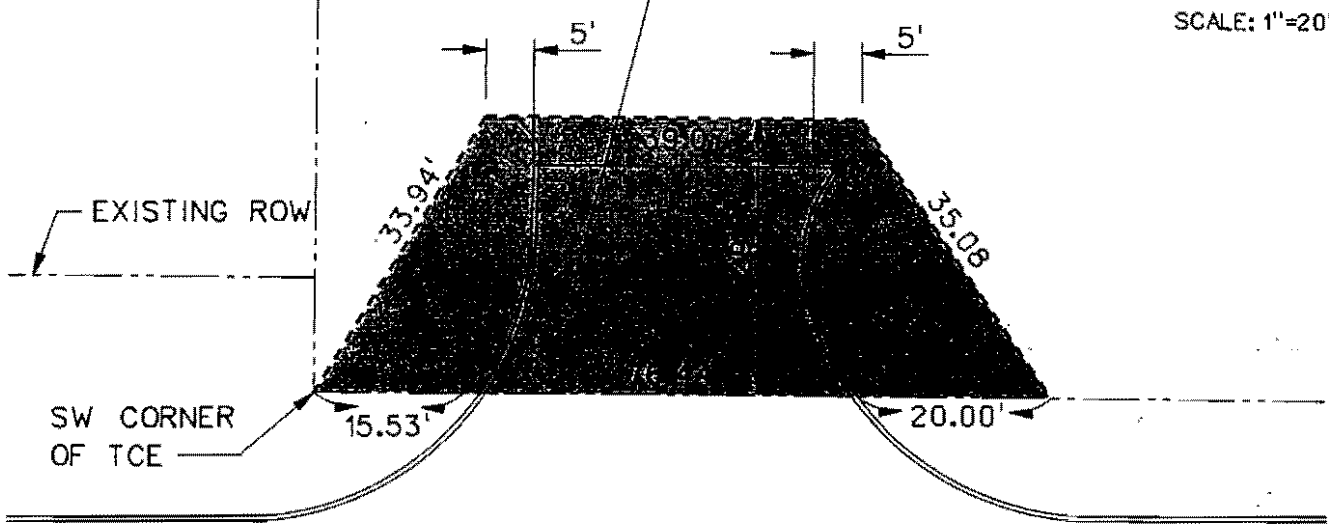
A. LEE PFLUGER
CHILDREN'S TRUST

AMB PROPERTIES II, L.P.



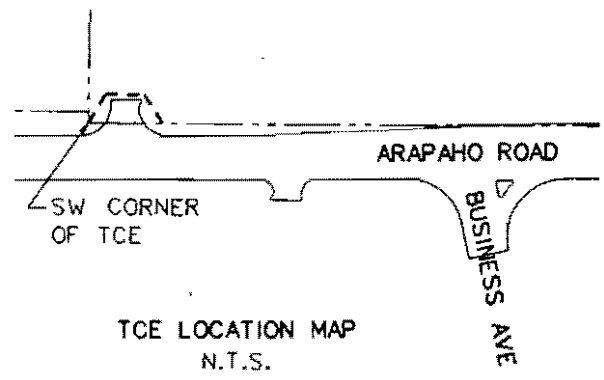
SCALE: 1"=20'

DRIVEWAY EASEMENT AREA
= 1675 SF = 0.0385 AC.



PROPOSED ROW

AETNA REALTY INVESTORS INC.



THE SW CORNER OF THE TEMPORARY
CONSTRUCTION EASEMENT IS LOCATED
AT THE SW CORNER OF THE AMB
PROPERTIES II, L.P. PROPERTY.

ARAPAHO ROAD DRIVEWAY EXHIBIT G

TCE LOCATION MAP
N.T.S.

G:\25768\h1\pse\Exhibits\arwl.dgn

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

§

§

THAT AMB PROPERTY II, L.P., a limited partnership, organized and existing under the laws of the State of Texas, hereinafter called GRANTOR of the County of Dallas, State of Texas, 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 to pass over, along, under and across a portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is located as shown and depicted on Arapaho Road Driveway Exhibit H, attached to and incorporated herein, for the purpose of constructing a roadway to be known as Arapaho Road.

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 _____, 2001.

**GRANTOR
AMB PROPERTY II, L.P.**

By _____
General Partner

By: _____
Print Name: _____
Print Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

§
§

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, 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.

MY COMMISSION EXPIRES:

[SEAL]

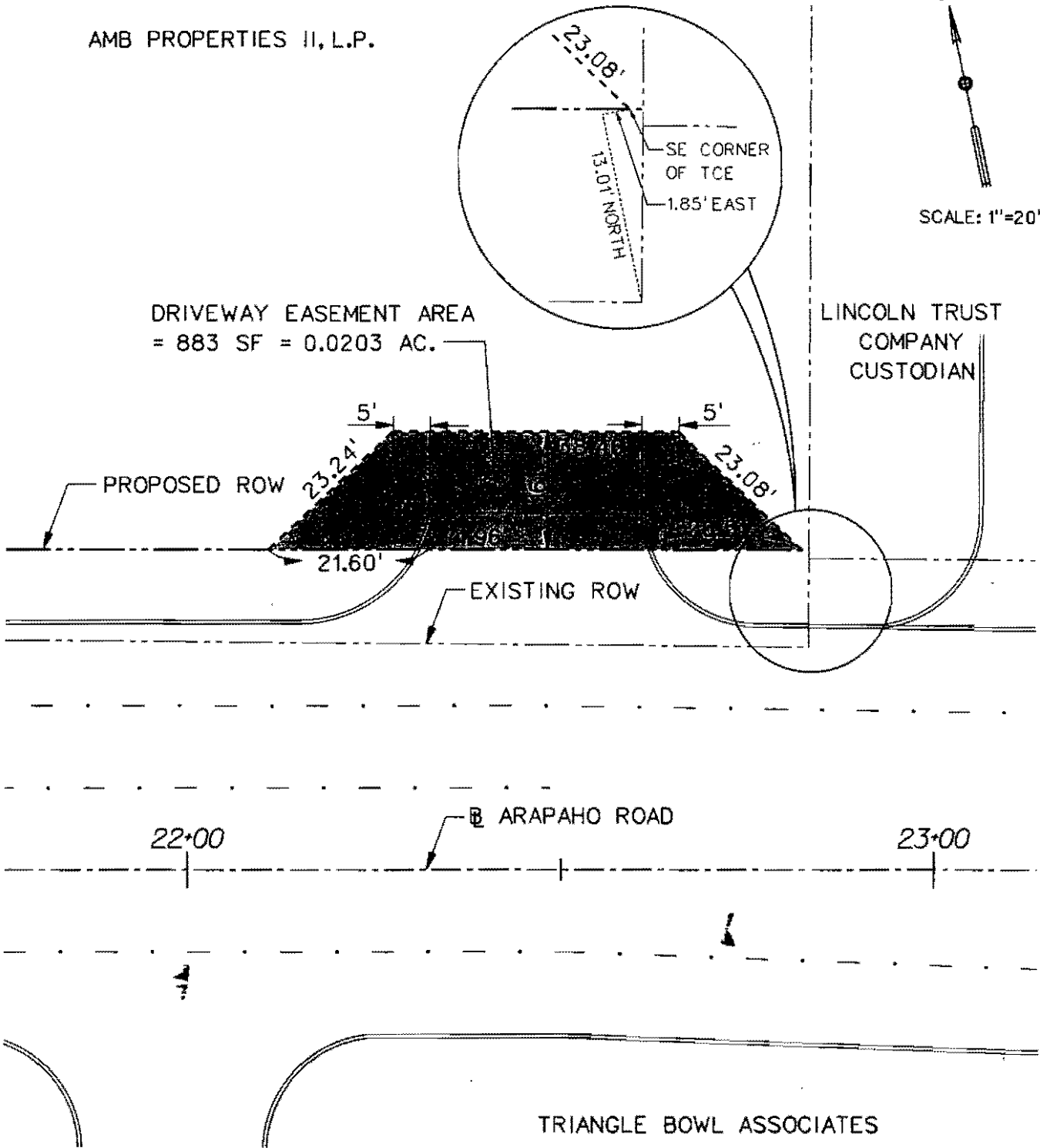
AMB PROPERTIES II, L.P.



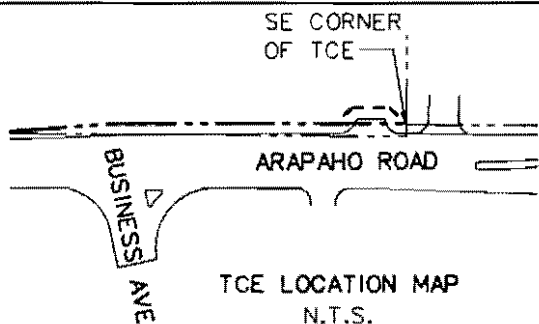
SCALE: 1"=20'

DRIVEWAY EASEMENT AREA
= 883 SF = 0.0203 AC.

LINCOLN TRUST
COMPANY
CUSTODIAN



TRIANGLE BOWL ASSOCIATES



THE SW CORNER OF THE TEMPORARY
CONSTRUCTION EASEMENT IS LOCATED
13.01' NORTH AND 1.85' EAST OF THE SE
CORNER OF THE AMB PROPERTIES II, L.P.
PROPERTY.

ARAPAHO ROAD
DRIVEWAY EXHIBIT H

Item #R3 - Presentation of Proclamation for National Night Out Against Crime, August 7, 2001.

Item #R4 - Presentation of the schematic design for the Addison Athletic Club Expansion and Outdoor Leisure Pool and approval to proceed with the project.

Item #R5 - Presentation and approval of the schematic design and budget for the Water Tower/Addison Conference and Theatre Centre pedestrian entry way project.

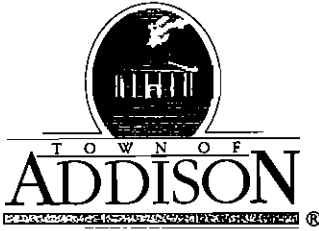
Item #R6 - Consideration of an Ordinance approving a meritorious exception to Chapter 62, Signs, Section 62-163(5), Maximum Letter/Logo Height, located at 14775 Midway Road on application from Abbotsford Court.

Item #R7 - Consideration of a Resolution authorizing the City Manager to enter into a contract awarding ambulance billing collection services to Texas Medical Data Systems.

*APPROVED
6/26/01*
Item #R8 - Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$67,968.00 with Northstar Construction, Inc. for the construction of the Easement Park Drainage Improvements.

*APPROVED
6/26/01*
Item #R9 - Consideration of a Resolution authorizing the City Manager to enter into negotiations with Metro Brick, Inc. for the purchase of a 11,363 sq. ft. site located at Lot 3, Block 1, Addison Car Care.

*APPROVED
6/26/01*
Item #R10 - Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$21,310.00 with AMB Property, II, L.P. for the purchase of 4,262 sq. ft. of permanent right-of-way and 2,558 sq. ft. of temporary driveway easement located at Lot 1 Block 1, Belt Line-Marsh Business Park.



Post Office Box 9010

Addison, Texas 75001-9010

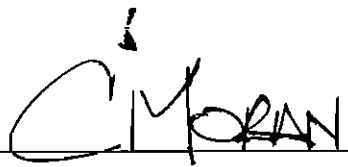
5300 Belt Line Road

(972) 450-7000
FAX (972) 450-7043

TO WHOM IT MAY CONCERN

Please be advised that the attached document is a true and correct copy of Resolution No. R01-028, duly passed by the Addison City Council on the 8th day of May, 2001.

Duly certified by Carmen Moran, City Secretary for the Town of Addison on the 22th day of June, 2001.



City Secretary

ATTEST:



RESOLUTION NO. R01-028

RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE AN OFFER TO PURCHASE 6,367 SQUARE FEET OF PERMANENT RIGHT-OF-WAY AND A RELATED TEMPORARY CONSTRUCTION EASEMENT FROM LINCOLN TRUST COMPANY ON LOTS 2R, 3R, 4R, BLOCK 1, BELT LINE-MARSH BUSINESS PARK. SAID LAND TO BE USED FOR THE CONSTRUCTION OF A PUBLIC STREET TO WIT: ARAPAHO ROAD.

WHEREAS, in conjunction with the proposed construction of Phase II of Arapaho Road, from Marsh Lane to Surveyor Blvd., acquisition of right-of-way is necessary; and

WHEREAS, the total cost of this acquisition is \$35,018.50; and

WHEREAS, funding for this right-of-way acquisition is available from the FY 2000 Bond Program; now, therefore,

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

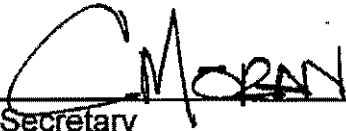
THAT, the City Council does hereby authorize the City Manager to make an offer to purchase 6,367 square feet of land and a related construction easement on lots 2R, 3R, 4R, Block 1, Belt Line-Marsh Business Park, owned by Lincoln Trust Company. The land to be used for a public street to wit: Arapaho Road.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the 8th day of May 2001.



Mayor

ATTEST:



City Secretary

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

June 26, 2001

VIA FAX (972) 450-2837

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

Dear Steve:

Attached for execution by Ron Whitehead or the appropriate Town official is the Settlement Statement from Hexter-Fair Title Company. Per the seller's May 29, 2001 instruction letter, copy attached, provided to us by Pat Haggerty, the purchase price for the property has been wired to Allegiance Title Company. Thus, the remaining amount due to Hexter-Fair Title Company is for title work in connection with the property.

Sandra Goforth has informed me that the Town will be mailing a check to Hexter-Fair on Friday, June 29, 2001. Prior to mailing the check, Sandra needs an executed copy of the Settlement Statement. Therefore, once you obtain the signature of the appropriate Town official, please forward a copy of the executed Settlement Statement to Sandra. Hexter-Fair has requested that a copy of the executed Statement be forwarded to them along with the check.

File-marked copies of the executed Right-of-Way Deed and the executed Temporary Construction Easement have been mailed to you. The filing fees were paid by Allegiance. If you have any questions, please give me a call.

Sincerely, - 

Angela K. Washington

AKW/yjr
Enclosures

c: Ms. Sandra Goforth, w/Town
Mr. Ken Dippel, w/firm
Mr. John Hill, w/firm

TITLE CO.: Hexter-Fair Title Company

SETTLEMENT STATEMENT

Date.: June 21, 2001

File #: PC01135699

Property: Arapaho Road, Addison, TX
0.1411 & .0050 acres, David Myers, Sr., Abst.#223, Town of Addison, Dallas County,
 Seller: Lincoln Trust Company
 Buyer: Town of Addison
 Place of Closing: 9313 Douglas Avenue, Suite 130, Dallas, TX 75225
Hexter-Fair Title Company

BUYER'S STATEMENT

CHARGES TO BUYER

Document Preparation to Fair & Watts, P.C.....	\$	
Title Insurance to Hexter-Fair Title Company.....	\$	474.00
75.00%/.8355.50 to David L. Fair		
Courier Fees to Hexter-Fair Title Company.....	\$	20.00
Escrow Fee to Hexter-Fair Title Company.....	\$	
Tax Certificates to Hexter-Fair Title Company.....	\$	30.56
Overnight Delivery to Hexter-Fair Title Company.....	\$	
Restrictions/Court Copies to Hexter-Fair Title Company.....	\$	21.66
Purchase of Property to Lincoln Trust Company (PRC).....	\$	(35,016.50)

TOTAL CHARGES\$ 546.22

CREDITS TO BUYER

TOTAL CREDITS\$

TOTAL CASH REQUIRED BY BUYER\$ 546.22

Purchaser understands the Closing of Escrow Agent has ascertained this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement.

Purchaser understands that tax and insurance prorations 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 NEXTER-FAIR TITLE COMPANY 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.

Town of Addison

BUYER: By: Neil E. Myers 6/26/01

Hexter-Fair Title Company

Carol Erick

INDUSTRIAL WAREHOUSE COMPANY

JUN - 1 2001

Michael W. McMahon
President

May 29, 2001

VIA COURIER

Attn: Denise Wilson
Special Assets Operations
Lincoln Trust Company
Team G
6312 S. Fiddler's Green Circle suite 400E
Englewood, Colorado 80111

RE: ACCT# 61085705-FBO Howard Miller M.D.-Contract of sale on 1.5180 acres.
CF# 1032904

Dear Ms. Wilson/Team G:

The Town of Addison has realigned future Arapaho road which will front on the northern side of the 1.5180 acres currently under contract. They will take a total of 6,367 square feet from the tract and have agreed to pay \$5.50/square foot for the taking.

The purchaser for the entire tract is aware of the taking and has requested an extension of the contract in order to update the title commitment and the survey after the sale of the 6,367 square feet is concluded.

Enclosed is a deed conveying the 6,367 square feet for you to execute and notarize.

Enclosed is the first amendment to commercial contract of sale requesting the extension. Please execute this document.

Enclosed is a summary of the proceeds to be distributed to Lincoln Trust Company FBO Howard B. Miller M.D. and to Realty Falcon, Ltd. There will not be a closing statement to execute.

This letter shall serve as instructions to the Town of Addison and Allegiance Title Company to pay the sales proceeds to Allegiance Title Company who will then disburse funds in accordance with the distribution schedule attached hereto.

If you have any questions please call me at 972-248-8757 or mobile at 214-538-7753.
Please return the above documents as soon as possible via courier to Traci Miller at Allegiance Title Company, 2100 McKinney Avenue, Suite 1200, Dallas, Texas 75201, telephone # 214-934-5400.

Thanking you in advance.

Sincerely,

Michael McMahon
President and Managing agent

Agreed and Accepted: Lincoln Trust Company FBO
Howard B. Miller M.D.

Agreed and Accepted: Howard B. Miller M.D.

CC: Traci Miller-Allegiance Title

Mailing Center: P.O. Box 670888, Dallas, Texas 75367-0888
Industrial and Commercial Real Estate Brokerage
Office: (214) 361-6540 Mobile: (214) 532-4238 Fax: (214) 361-6566

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: June 26, 2001

Time: _____

Total Number of Pages (including this sheet): 4

Normal/Rush: Normal

Client/Matter #: 3195/25211

TO: (1) Steve Chutchian

FAX: (972) 450-2837

FROM: Angela K. Washington

Direct Dial #: (214) 672-2144

MESSAGE:

**IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,
PLEASE CALL OUR SERVICE CENTER
AT (214) 672-2508
or 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 or the employee, or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at our telephone number (214) 672-2000. We will be happy to arrange for the return of this message to us, via the United States Postal Service, at no cost to you.

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

June 26, 2001

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

**RE: Parcels 17-1, 17-2 and 17-TE
Arapaho Road Project Phase II**

Dear Steve:

Enclosed for the City's files is a file-marked copy of the Right-of-Way Deed from Lincoln Trust Company to the Town of Addison transferring Parcels 17-1 and 17-2. Also enclosed is a file-marked copy of the Temporary Construction Easement for Parcel 17-TE. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

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.

Lincoln Trust Company *Custodian fbo*
HOWARD B. MILLER
By: *[Signature]*
Print Name: Barry Coan
Print Title: Manager

Colorado
STATE OF ~~TEXAS~~ §
Apache §
COUNTY OF ~~DALLAS~~ §

Before Me, the undersigned notary public in and for said county and state, on this 4th day of June, 2001, personally appeared Barry Coan, 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.

SANDRA ROYNON
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 9-17-2002

[Signature]
Notary Public, State of ~~Texas~~ *Colorado*
Print Name: _____

My Commission Expires: _____

[SEAL]

EXHIBIT A-1

Parcel 17-1
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.1411 acre (6,147 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 7.728 acre tract of land conveyed to Lincoln Trust Company Custodian FBO: Dr. Howard Miller on February 2, 1996 and recorded in Volume 96035, Page 0384 of the Deed Records of Dallas County, Texas, also being out of Lot 3R, Block 1 of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records, said 0.1411 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod set in the common East line of said called 7.728 acre tract and West line of a called 5.65 acre tract of land conveyed to Dallas Power & Light Company on January 2, 1957, and recorded in Volume 4632, Page 398 of said Deed Records, said point being the common Northeast corner of said Lot 3R and Southeast corner of a called 0.7313 acre right of way dedication for Arapaho Road as shown of said plat of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park";

THENCE, SOUTH $00^{\circ}06'18''$ EAST (called South $00^{\circ}04'38''$ West), along the common East lines of said called 7.728 acre tract and said Lot 3R and West line of said called 5.65 acre tract, a distance of 47.77 feet to a 5/8 inch iron rod set in a curve of the proposed South right of way line of Arapaho Road;

THENCE, NORTHWESTERLY, departing said common line and along the proposed South right of way line of Arapaho Road and along the arc of a non-tangent curve to the right having a radius of 890.00 feet, a central angle of $3^{\circ}57'30''$, a chord bearing North $80^{\circ}25'45''$ West for 61.48 feet, for an arc distance of 61.49 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH $78^{\circ}27'00''$ WEST, continuing along the proposed South right of way of Arapaho Road, a distance of 216.94 feet to a 5/8 inch iron rod set in a curve of the common North line of said Lot 3R and existing South right of way line of said Arapaho Road (84 feet wide);

PARCEL 17-1 - ARAPAHO ROAD PROJECT

THENCE, EASTERLY, departing said line and along the common North line of said Lot 3R and existing South right of way line of said Arapaho Road and along the arc of a non-tangent curve to the left, having a radius of 1042.00 feet, a central angle of 6°20'50", a chord bearing South 86°55'53 East for 115.37 feet, for an arc distance of 115.43 feet to a 5/8 inch iron rod set for the point of tangency of said curve;

THENCE, NORTH 89°53'42" EAST (called North 89°55'22" West), continuing along said common line, a distance of 157.87 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.1411 acres or 6,147 square feet of land within the metes recited.

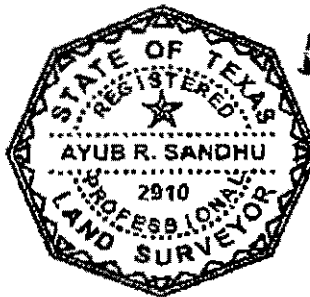
An additional 24 foot parallel to and South of the proposed South Right of Way line of Arapaho Road will be required as a temporary construction easement and will expire upon completion of the construction project.

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



Am

EXHIBIT A-2

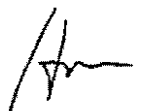
Parcel 17-2
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0050 acre (220 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 7.728 acre tract of land conveyed to Lincoln Trust Company Custodian FBO: Dr. Howard Miller on February 2, 1996 and recorded in Volume 96035, Page 0384 of the Deed Records of Dallas County, Texas, also being out of Lot 3R, Block 1 of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records, said 0.0050 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod set in the common West line of said called 7.728 acre tract and East right of way line of Commercial Drive as dedicated by Beltline-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated April 17, 1978 and recorded in Volume 78155, Page 0001 of said Deed Records, said point being the common Northwest corner of said Lot 3R and most Southerly Southwest corner of a called 0.7313 acre right of way dedication for Arapaho Road as shown on said plat of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park";

THENCE, **EASTERLY**, along the common North line of said Lot 3R and existing South right of way line of said Arapaho Road (84 feet wide) and along the arc of a non-tangent curve to the left having a radius of 1042.00 feet, a central angle of 1°11'14", a chord bearing South 81°11'24" East for 21.59 feet, for an arc distance of 21.59 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

THENCE, **SOUTH 50°47'40" WEST**, departing said common line and along the proposed South right of way line of Arapaho Road, a distance of 27.48 feet to a 5/8 inch iron rod set in the common West lines of said called 7.728 acre tract and said Lot 3R and East right of way line of said Commercial Drive (60 feet wide);



PARCEL 17-2 - ARAPAHO ROAD PROJECT

THENCE, NORTH 00°06'18 WEST (Called North 00°04'38" East), departing said line and along the common West lines of said called 7.728 acre tract and said Lot 3R and East right of way line of said Commercial Drive, a distance of 20.68 feet to the **POINT OF BEGINNING;**

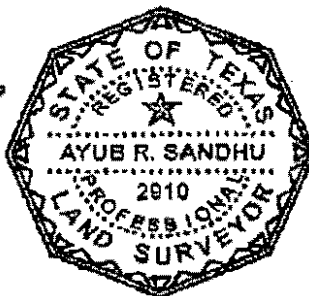
CONTAINING an area of 0.0050 acres or 220 square feet of land within the metes recited.

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

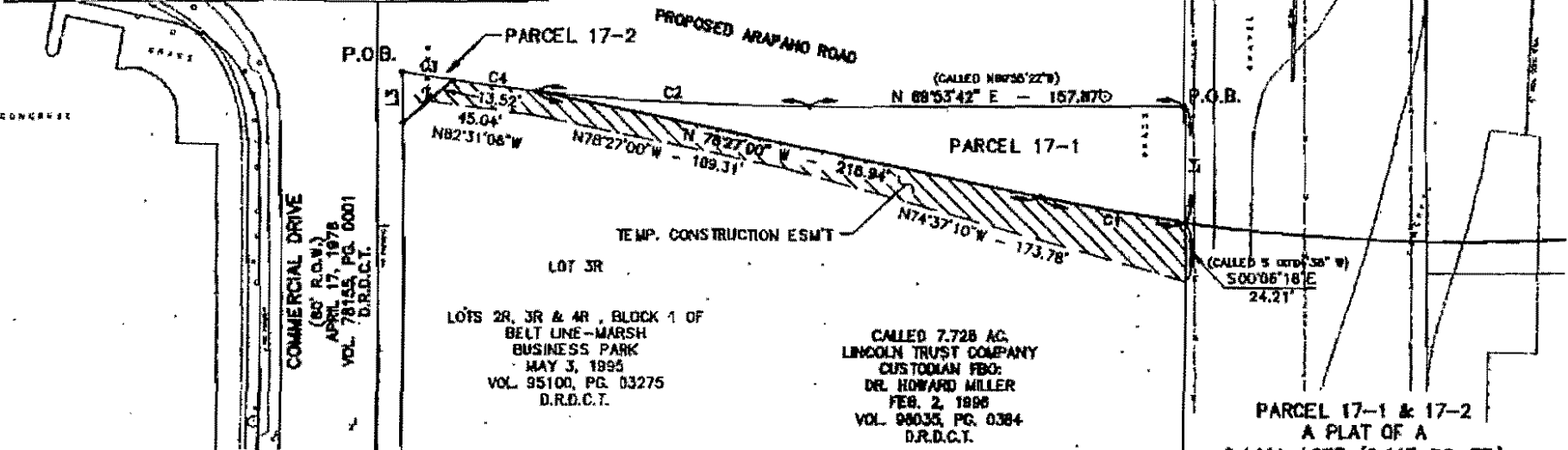
*Am*

LINE TABLE				
LINE	BEARING	CALLED	DIST.	CALLED
L1	S 00°08'18" E	S 00°04'38" #	47.77'	-
L2	S 50°47'40" W	-	27.48'	-
L3	N 00°06'18" W	N 00°04'38" E	20.68'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	357°30'	890.00'	81.49'	N 80°25'45" W - 81.49'
C2	8°20'50"	1042.00'	115.43'	S 80°55'53" E - 115.37'
C3	171°14"	1042.00'	21.58'	S 81°11'24" E - 21.58'
C4	1°58'27"	1042.00'	35.90'	S 82°46'15" E - 35.90'

EXHIBIT "B"

DAVID MYERS SURVEY
A-923



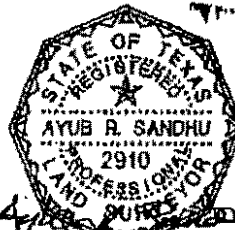
NOTES:

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

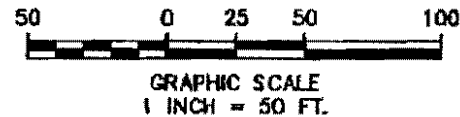


CALLED 3.85 AC.
DALLAS POWER &
LIGHT COMPANY
JANUARY 2, 1987
VOL. 4632, PG. 388
D.R.D.C.T.

ARAPAHO ROAD
CALLED 0.7313
MAY 3, 1995
VOL. 95100, PG. 03275
D.R.D.C.T.

CALLED 7.728 AC.
LINCOLN TRUST COMPANY
CUSTODIAN FBO:
DR. HOWARD MILLER
FEB. 2, 1998
VOL. 98035, PG. 0384
D.R.D.C.T.

PARCEL 17-1 & 17-2
A PLAT OF A
0.1411 ACRE (8,147 SQ. FT.)
AND A
0.0050 ACRE (220 SQ. FT.)
TRACTS OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS



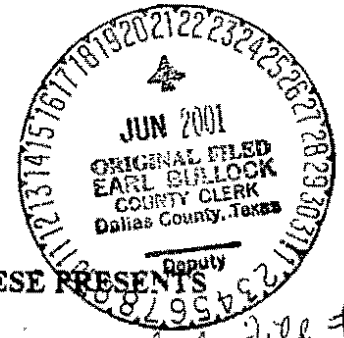
Handwritten initials or mark.

11-12-99

Alleg. GF#
01-1032904-TRM

19.00

FILE STAMPED COPY



Clerks File # 1436525

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS

THAT LINCOLN TRUST COMPANY, acting for the benefit of Dr. Howard Miller, hereinafter called GRANTOR of the County of Dallas, State of Texas, 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 to pass over, along, under and across 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 17-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 7th day of June, 2001.

GRANTOR
LINCOLN TRUST COMPANY CUSTODIAN FBO
HOWARD B. MILLER
By: [Signature]
Print Name: Barry Coon
Print Title: Manager

Colorado
STATE OF ~~TEXAS~~ §
COUNTY OF ~~DALLAS~~ §
Arapahoe

BEFORE ME, the undersigned notary public in and for said county and state, on this 7th day of June, 2001, personally appeared Bartley, 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.

Sandra

MY COMMISSION EXPIRES:

[SEAL]

SANDRA ROYNON
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 9-17-2002

SM

EXHIBIT A

Parcel 17-TE
Field Note Description
Temporary Construction Easement
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0970 acre (4,224 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 7.728 acre tract of land conveyed to Lincoln Trust Company Custodian FBO: Dr. Howard Miller on February 2, 1996 and recorded in Volume 96035, Page 0394 of the Deed Records of Dallas County, Texas, also being out of Lot 3R, Block 1 of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records, said 0.0970 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod set in the common East line of said called 7.728 acre tract and West line of a called 5.65 acre tract of land conveyed to Dallas Power & Light Company on January 2, 1957, and recorded in Volume 4632, Page 398 of said Deed Records, said point being the common Northeast corner of said Lot 3R and Southeast corner of a called 0.7313 acre right of way dedication for Arapaho Road as shown of said plat of "Lots 2R, 3R & 4R, Block 1 of Belt Line-Marsh Business Park";

THENCE, SOUTH 00°06'18" EAST (called South 00°04'38" West), along the common East lines of said called 7.728 acre tract and said Lot 3R and West line of said called 5.65 acre tract, a distance of 47.77 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 Northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, SOUTH 00°06'18" EAST (called South 00°04'38" West), continuing along said common line, a distance of 24.21 feet to the Southeast corner of the herein described tract;

THENCE, NORTH 74°37'10" WEST, departing said common line, a distance of 173.78 feet to an angle point;

THENCE, NORTH 78°27'00" WEST, a distance of 109.31 feet to an angle point;

PARCEL 17-TE - ARAPAHO ROAD PROJECT

THENCE, NORTH 82°31'08" WEST, a distance of 45.04 feet to a point in a proposed cutback corner located at the Southeast intersection of said Arapaho Road with Commercial Drive (60 feet wide) as dedicated by Beltline-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated April 17, 1978 and recorded in Volume 78155, Page 0001 of said Deed Records;

THENCE, NORTH 50°47'40" EAST, along said proposed cutback corner, a distance of 13.52 feet to a point in a curve of the common North line of said Lot 3R and existing South right of way line of said Arapaho Road (84 feet wide);

THENCE, EASTERLY, departing said line and along the common North line of said Lot 3R and existing South right of way line of said Arapaho Road and along the arc of a non-tangent curve to the left, having a radius of 1042.00 feet, a central angle of 1°58'27", a chord bearing South 82°46'15 East for 35.90 feet, for an arc distance of 35.90 feet to a 5/8 inch iron rod set in the proposed South Right of Way line of Arapaho Road;

THENCE; SOUTH 78°27'00" EAST, along said proposed South right of way of Arapaho Road, a distance of 216.94 feet to a 5/8 inch iron rod set for the beginning of a curve to the left;

THENCE, SOUTHEASTERLY, continuing along said proposed South right of way line of Arapaho Road and along the arc of said curve to the left having a radius of 890.00 feet, a central angle of 3°57'30", a chord bearing South 80°25'45 East for 61.48 feet, for an arc distance of 61.49 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.0970 acres or 4,224 square feet of land within the metes recited.

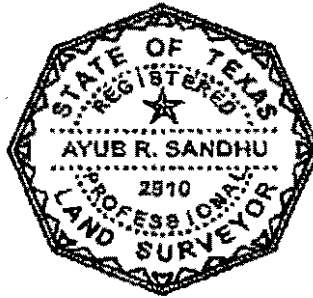
PARCEL 17-TE - ARAPAHO ROAD PROJECT

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



HR

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	S 00°08'18" E	S 00°04'38" W	47.77'	-
L2	S 50°47'40" W	-	27.48'	-
L3	N 00°08'18" W	N 00°04'38" E	20.88'	-

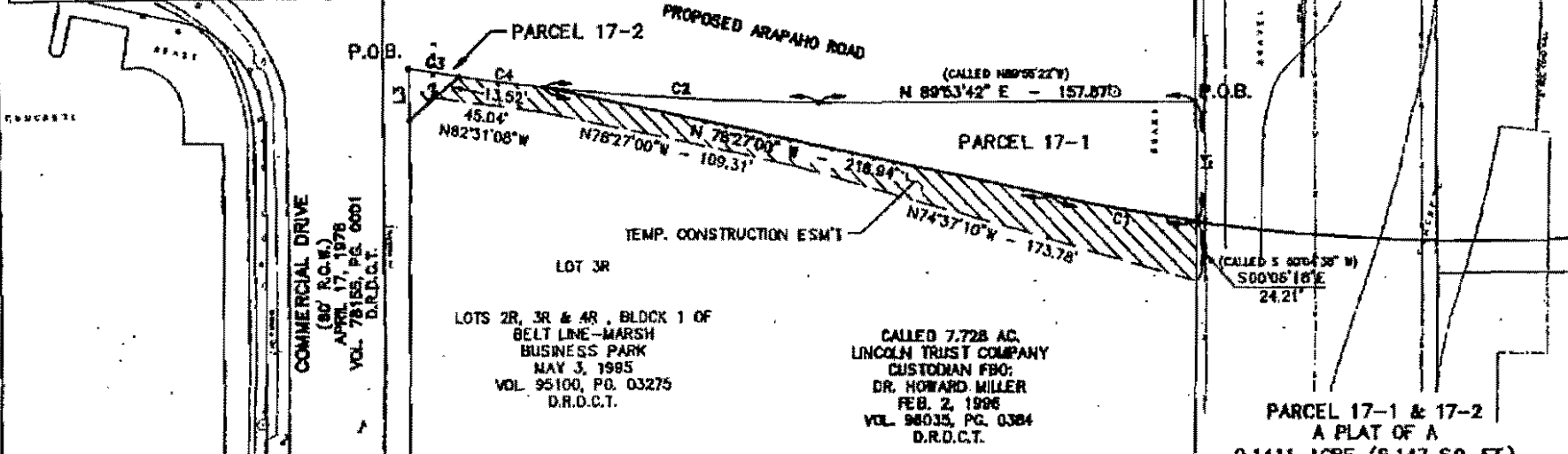
CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	35°7'30"	890.00'	81.48'	N 80°25'45" W - 81.48'
C2	8°20'50"	1042.00'	115.43'	S 80°55'30" E - 115.37'
C3	1°11'18"	1042.00'	21.59'	S 81°11'24" E - 21.59'
C4	1°58'27"	1042.00'	35.90'	S 82°48'15" E - 35.90'

EXHIBIT "B"

DAVID MYERS SURVEY
A-923

ARAPAHO ROAD
CALLED 0.7313
MAY 3, 1966
VOL. 95100, PG. 03275
D.R.D.C.T.

CALLED 1.83 AC.
DALLAS POWER &
LIGHT COMPANY
JANUARY 2, 1957
VOL. 4832, PG. 388
D.R.D.C.T.



COMMERICAL DRIVE
(80' R.O.W.)
APRIL 17, 1978
VOL. 78185, PG. 0001
D.R.D.C.T.

LOTS 2R, 3R & 4R, BLDCK 1 OF
BELT LINE-MARSH
BUSINESS PARK
MAY 3, 1985
VOL. 95100, PG. 03275
D.R.D.C.T.

CALLED 7.728 AC.
LINCOLN TRUST COMPANY
CUSTODIAN FBO:
DR. HOWARD MILLER
FEB. 2, 1996
VOL. 98035, PG. 0384
D.R.D.C.T.

PARCEL 17-1 & 17-2
A PLAT OF A
0.1411 ACRE (6,147 SQ. FT.)
AND A
0.0050 ACRE (220 SQ. FT.)
TRACTS OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

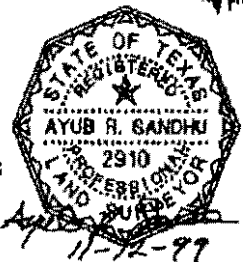
NOTES:

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 = 50 FT.

MM

Council Agenda Item:

SUMMARY:

Arapaho Road, Phase II Right-of-Way Acquisition from Lot 1, Block 1, Belt Line-Marsh Business Park

FINANCIAL IMPACT:

Budgeted Amount: Not Budgeted
Cost: \$21,310.00
Budget Impact: Bond funds are available for right-of-way acquisition in Arapaho Road, Phase II/III, Project No. 83300.

BACKGROUND:

In conjunction with the proposed construction of Phase II of Arapaho Road, from Marsh Lane to Surveyor Blvd., acquisition of necessary right-of-way is underway. Through negotiation with AMB Property II, L.P., staff has reached a tentative agreement for a fee-simple taking of a permanent parcel of right-of-way, containing 4,262 square feet of land, at a unit price of five dollars (\$5.00) per square foot (See attached map of parcel 20). The total cost of this acquisition is \$21,310.00. In addition, two temporary driveway easements, with a total area of 2,558 square feet, are also included and considered subsidiary to the total cost of the fee-simple acquisition. The price of this taking is slightly below the appraised value (See attached summary).

RECOMMENDATION:

It is recommended that Council authorize the City Manager to offer a total of \$21,310.00 for the acquisition of 4,262 square feet of permanent right-of-way and 2,558 square feet of temporary driveway easement on Lot 1, Block 1, Belt Line-Marsh Business Park, as owned by AMB Property II, L.P.

EVALUATION ASSOCIATES

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

SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

**Property Owner: AMB Properties II, LP.
Parcel No. 20**

Valuation Conclusion:

Whole Property (Land Only)	\$1,360,000
Proposed Acquisition	\$ 24,507
Remainder Before Acquisition	\$1,335,493
Remainder After Acquisition	\$1,335,493
Loss in Value of Remainder After	\$ -0-

Determination of Compensation:

Permanent Right of Way (Land Only @ \$5.75/SF)	\$ 24,507
Compensation for Improvements (None - replacement)	\$ -0-
Landscaping (None - Replacement)	\$ -0-
Temporary Construction Easements (Driveway Reconstruction)	<u>\$ 1,471</u>

Total Compensation \$ 25,978

Date of Appraisal: March 6, 2001

Location: 3801 Realty Road, Town of Addison, Texas

Legal Description: Lot 1, Block 1, Belt Line-Marsh Business Park Addition, Town of Addison, Dallas County, Texas

Land Size: Whole Property (per DCAD records) 5.4319 Acres
Right of way Area 0.0978 Acres
Temporary Construction easements 0.05880 Acres
(2 separate easements totaling 0.0588 acres)

Zoning: I-1, Industrial-1 District

Highest and Best Use:

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

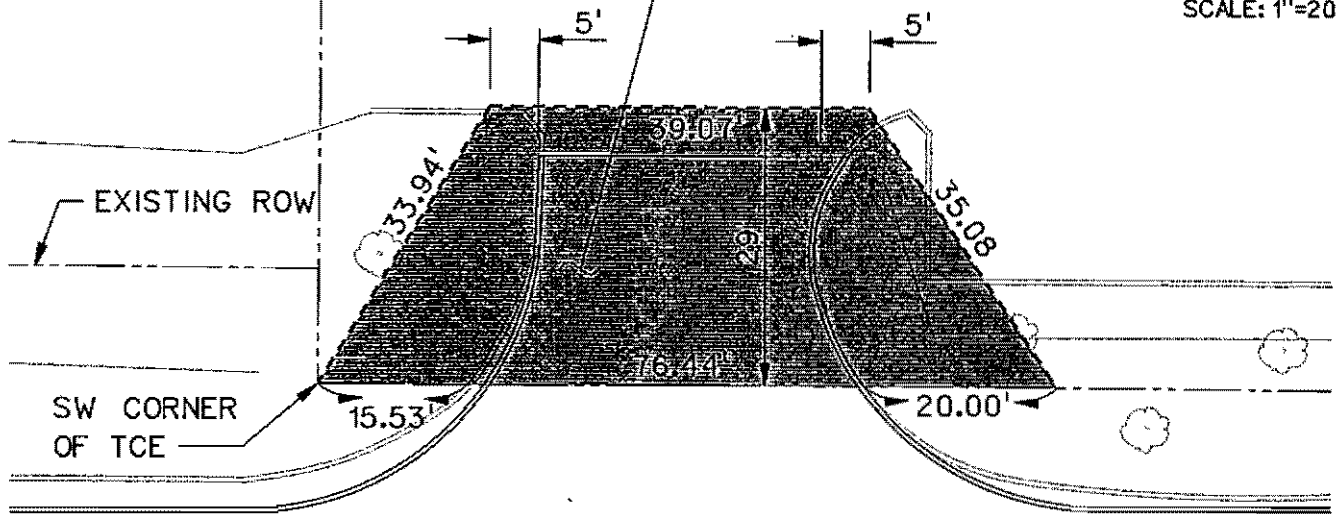
A. LEE PFLUGER
CHILDREN'S TRUST

AMB PROPERTIES II, L.P.



SCALE: 1"=20'

DRIVEWAY EASEMENT AREA
= 1675 SF = 0.0385 AC.



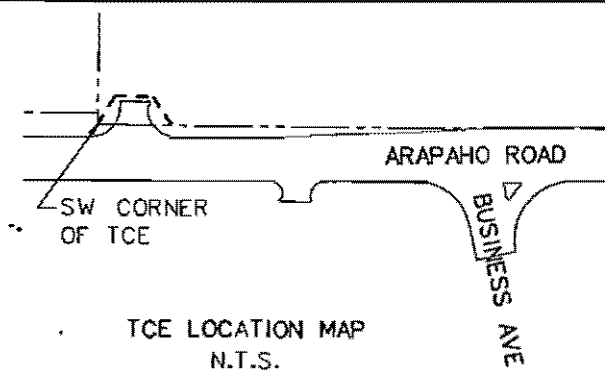
16'00

ARAPAHO ROAD

17'0

PROPOSED ROW

AETNA REALTY INVESTORS INC.



THE SW CORNER OF THE TEMPORARY
CONSTRUCTION EASEMENT IS LOCATED
AT THE SW CORNER OF THE AMB
PROPERTIES II, L.P. PROPERTY.

ARAPAHO ROAD
DRIVEWAY EXHIBIT G

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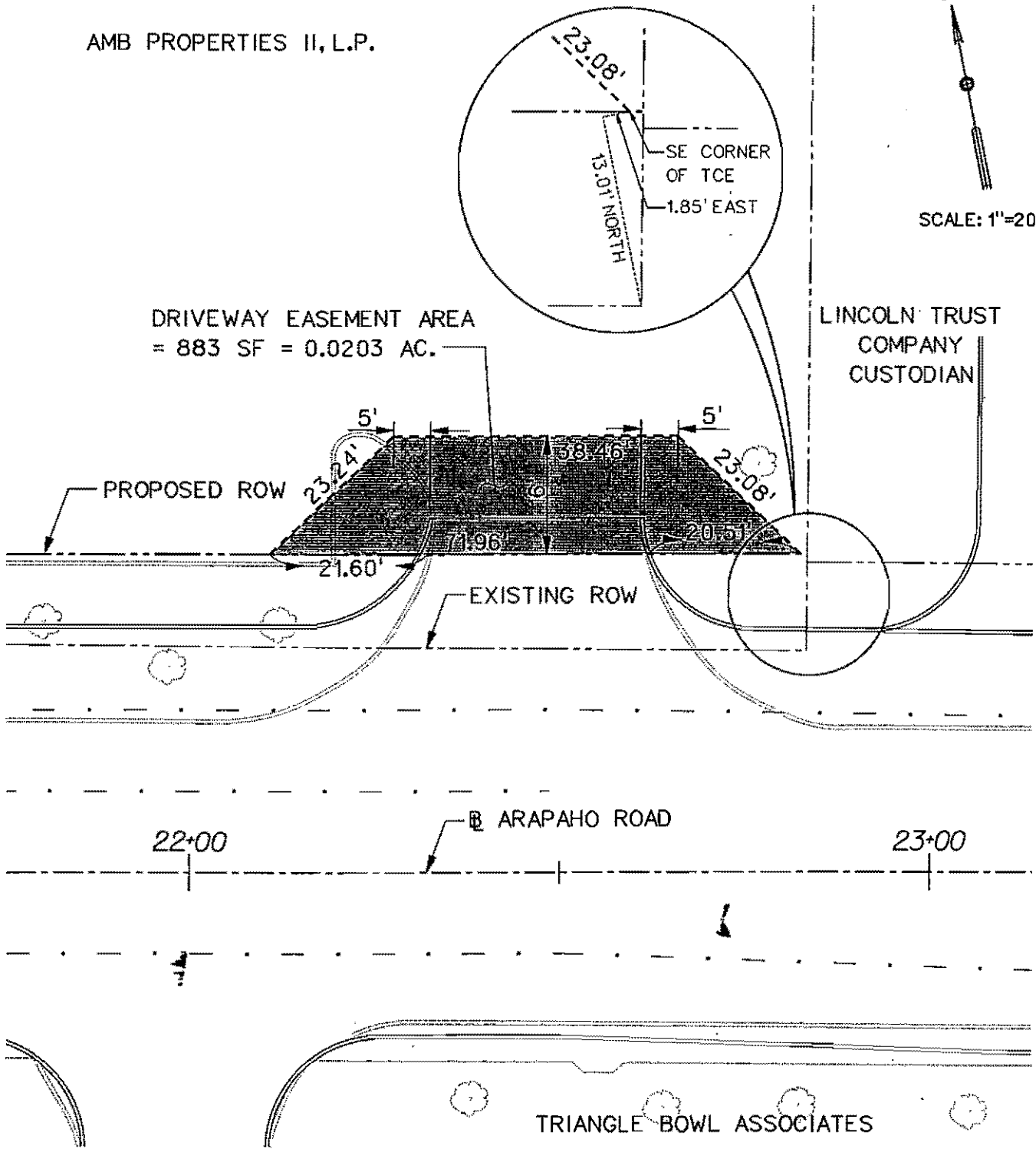
AMB PROPERTIES II, L.P.



SCALE: 1"=20'

DRIVEWAY EASEMENT AREA
= 883 SF = 0.0203 AC.

LINCOLN TRUST
COMPANY
CUSTODIAN

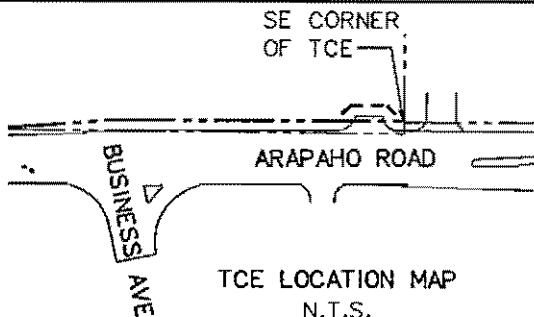


22+00

ARAPAHO ROAD

23+00

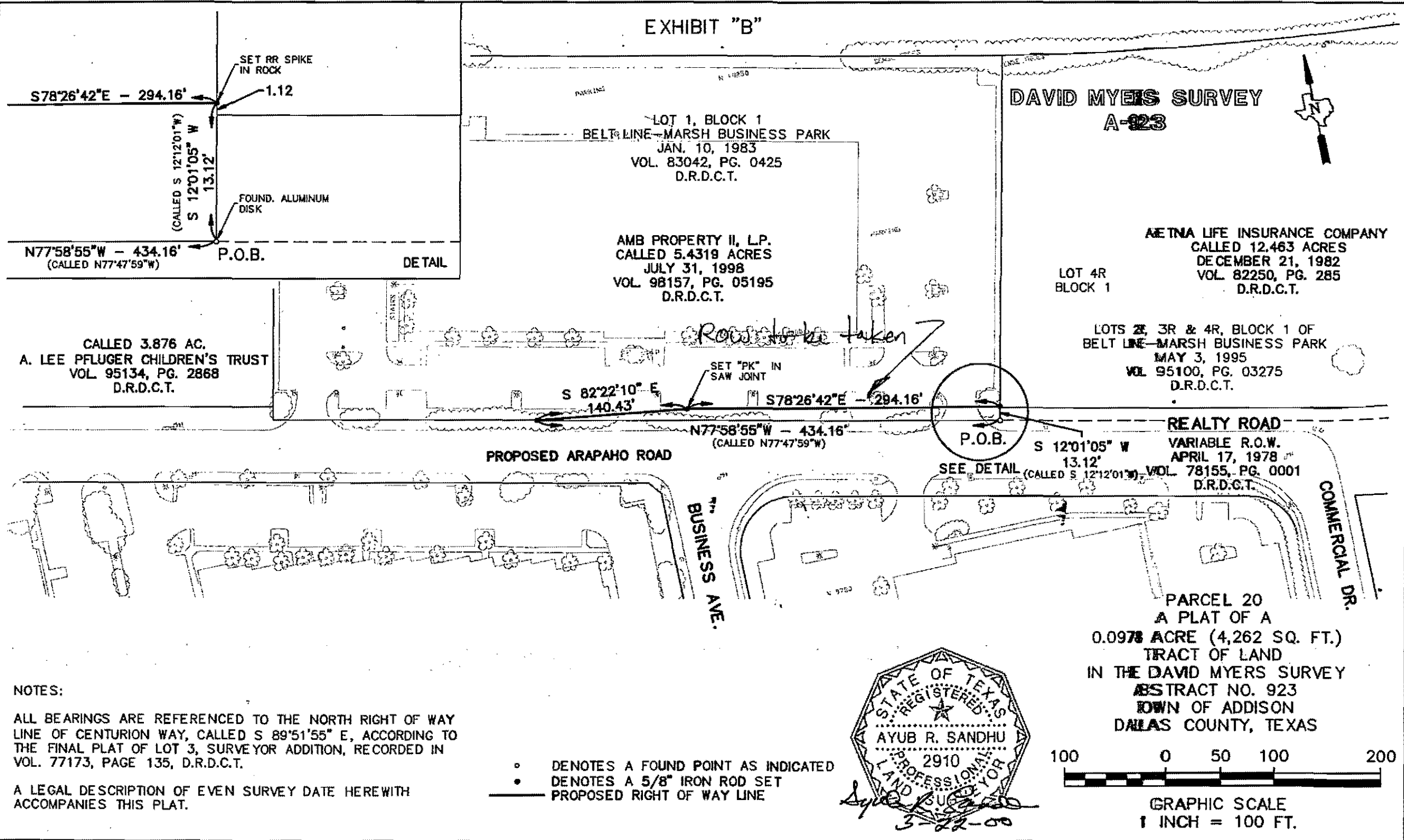
TRIANGLE BOWL ASSOCIATES



THE SW CORNER OF THE TEMPORARY
CONSTRUCTION EASEMENT IS LOCATED
13.01' NORTH AND 1.85' EAST OF THE SE
CORNER OF THE AMB PROPERTIES II, L.P.
PROPERTY.

ARAPAHO ROAD
DRIVEWAY EXHIBIT H

EXHIBIT "B"



CALLED 3.876 AC.
A. LEE PFLUGER CHILDREN'S TRUST
VOL. 95134, PG. 2868
D.R.D.C.T.

AMB PROPERTY II, L.P.
CALLED 5.4318 ACRES
JULY 31, 1998
VOL. 98157, PG. 05195
D.R.D.C.T.

DAVID MYERS SURVEY
A-923

AETNA LIFE INSURANCE COMPANY
CALLED 12.463 ACRES
DECEMBER 21, 1982
VOL. 82250, PG. 285
D.R.D.C.T.

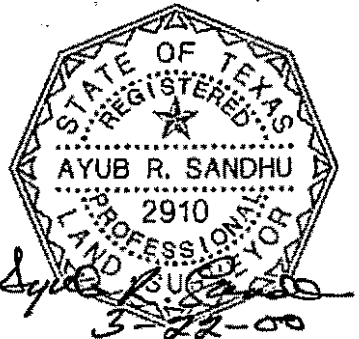
LOTS 2E, 3R & 4R, BLOCK 1 OF
BELT LINE-MARSH BUSINESS PARK
MAY 3, 1995
VOL. 95100, PG. 03275
D.R.D.C.T.

REALTY ROAD
VARIABLE R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.

PARCEL 20
A PLAT OF A
0.0978 ACRE (4,262 SQ. FT.)
TRACT OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NO. 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

NOTES:
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
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- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET
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GRAPHIC SCALE
1 INCH = 100 FT.

Council Agenda Item:

SUMMARY:

Phase II

Arapaho Road right-of-way acquisition from Lot 1, Block 1, Belt Line-Marsh Business Park

FINANCIAL IMPACT:

Budgeted Amount: Not Budgeted

Cost: \$21,310.00

Budget Impact: Funds are available for right-of-way acquisition in Arapaho Road, Phase II/III, Project No. 83300.

Borah

BACKGROUND:

In conjunction with the proposed construction of Phase II of Arapaho Road, from Marsh Lane to Surveyor Blvd., acquisition of necessary right-of-way is underway. Through negotiation with AMB Property II, L.P., staff has reached a tentative agreement for a fee-simple taking of a permanent parcel of right-of-way, containing 4,262 square feet of land, ~~and~~ at a unit price of five dollars (\$5.00) per square foot. The total cost of this acquisition is \$21,310.00. In addition, two temporary driveway easements, with a total area of 2,558 square feet, are also included and considered subsidiary to the total cost of the fee-simple acquisition.

See map of Parcel 20 attached.

This taking is at a price slightly below the appraisal value. See attached summary.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to offer a total of \$21,310.00 for the acquisition of 4,262 square feet of permanent right-of-way and 2,558 square feet of temporary driveway easement on Lot 1, Block 1, Belt Line-Marsh Business Park, as owned by AMB Property II, L.P.

~~You need a blurb about the attached appraisal summary~~

EVALUATION ASSOCIATES

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

SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

Property Owner: AMB Properties II, LP.
Parcel No. 20

Valuation Conclusion:

Whole Property (Land Only)	\$1,360,000
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Determination of Compensation:

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Total Compensation \$ 25,978

Date of Appraisal: March 6, 2001

Location: 3801 Realty Road, Town of Addison, Texas

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Land Size: Whole Property (per DCAD records) 5.4319 Acres
Right of way Area 0.0978 Acres
Temporary Construction easements 0.05880 Acres
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Highest and Best Use:

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

Parcel 20
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

Out

BEING a description of a 0.0978 acre (4,262 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 5.4319 acre tract of land conveyed to AMB Property II, L.P., by the deed dated July 31, 1998 and recorded in Volume 98157, Page 05195 of the Deed Records of Dallas County, Texas, said called 5.4319 acre tract being all of "Lot 1, Block 1, Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated January 10, 1983 and recorded in Volume 83042, Page 0425 of said Deed Records, said 0.0978 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum disk found at the common Southeast corner of said called 5.4319 acre tract, Southwest corner of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records; and Southwest corner of a tract of land dedicated for Right of Way of Realty Road by said plat of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", said point being in the North Right of Way line of Realty Road (60 feet wide) as dedicated by the plat of Belt Line-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated April 17, 1978 and recorded in Volume 78155, Page 0001 of said Deed Records;

THENCE, NORTH 77°58'55" WEST, (Called NORTH 77°47'59" WEST), along the common South line of said called 5.4319 acre tract and North Right of Way line of said Realty Road, a distance of 434.16 feet to a 5/8 inch iron rod set in the proposed North Right of Way line of Arapaho Road;

THENCE, SOUTH 82°22'10" EAST, departing said line and along the proposed North Right of Way line of Arapaho Road, a distance of 140.43 feet to a "PK" Nail set in saw joint for an angle point;

PARCEL 20 - ARAPAHO ROAD PROJECT

THENCE, SOUTH 78°26'42" EAST, continuing along the proposed North Right of Way line of Arapaho Road, a distance of 294.16 feet to a RR Spike set in rock for the common East line of said called 5.4319 acre tract, West line of Lot 4R of said "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", and West line of that called 12.463 acre tract of land conveyed to Aetna Life Insurance Company by the deed dated December 21, 1982 and recorded in Volume 82250, Page 285 of said Deed Records;

THENCE, SOUTH 12°01'05" WEST, (Called SOUTH 12°12'01" WEST), departing said proposed North Right of Way line of Arapaho Road, along said common line, passing at a distance of 1.12 feet the common Southwest corners of said Lot 4R and said called 12.463 acre tract and Northwest corner of said Right of Way dedication, continuing along the common East line of said called 5.4319 acre tract and West lines of said Right of Way dedication and said "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", for a total distance of 13.12 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.0978 acres or 4,262 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 3-22-00
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

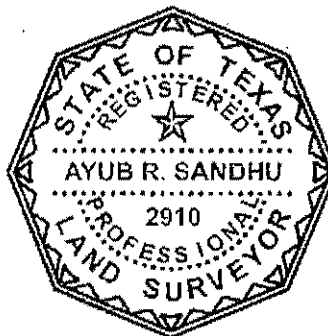
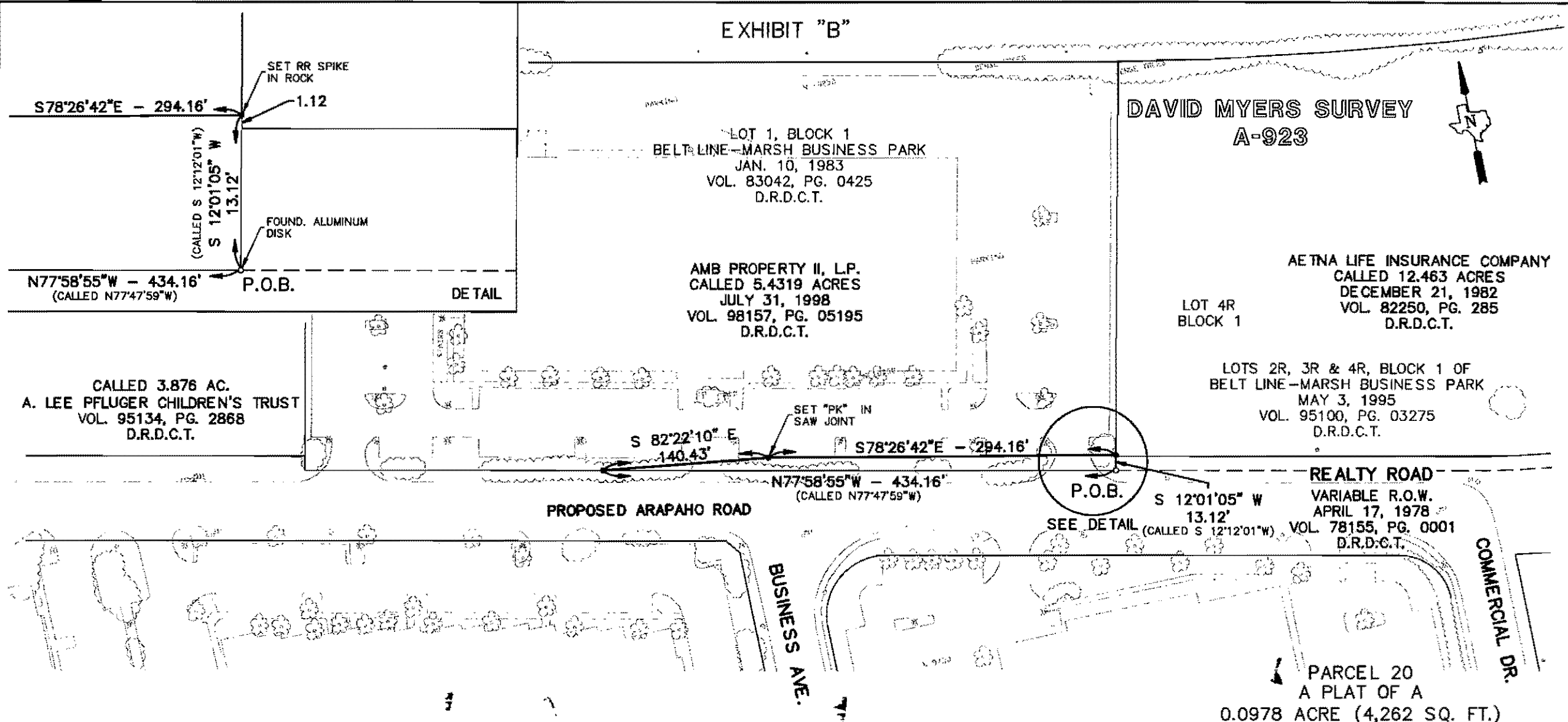


EXHIBIT "B"



DAVID MYERS SURVEY
A-923



LOT 1, BLOCK 1
BELT LINE - MARSH BUSINESS PARK
JAN. 10, 1983
VOL. 83042, PG. 0425
D.R.D.C.T.

AMB PROPERTY II, L.P.
CALLED 5.4319 ACRES
JULY 31, 1998
VOL. 98157, PG. 05195
D.R.D.C.T.

AETNA LIFE INSURANCE COMPANY
CALLED 12.463 ACRES
DECEMBER 21, 1982
VOL. 82250, PG. 285
D.R.D.C.T.

LOT 4R
BLOCK 1

LOTS 2R, 3R & 4R, BLOCK 1 OF
BELT LINE - MARSH BUSINESS PARK
MAY 3, 1995
VOL. 95100, PG. 03275
D.R.D.C.T.

CALLLED 3.876 AC.
A. LEE PFLUGER CHILDREN'S TRUST
VOL. 95134, PG. 2868
D.R.D.C.T.

PROPOSED ARAPAHO ROAD

BUSINESS AVE.

COMMERCIAL DR.

REALTY ROAD
VARIABLE R.O.W.
APRIL 17, 1978
VOL. 78155, PG. 0001
D.R.D.C.T.

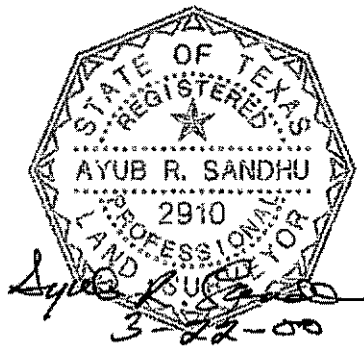
PARCEL 20
A PLAT OF A
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TRACT OF LAND
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ABSTRACT NO. 923
TOWN OF ADDISON
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NOTES:

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
- PROPOSED RIGHT OF WAY LINE



GRAPHIC SCALE
1 INCH = 100 FT.

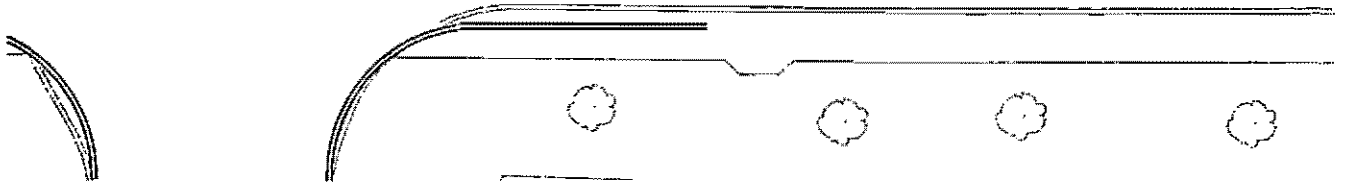
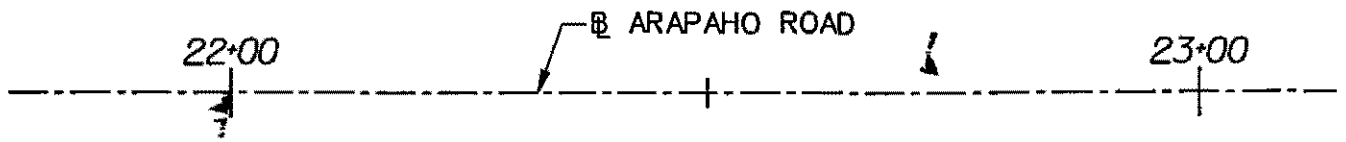
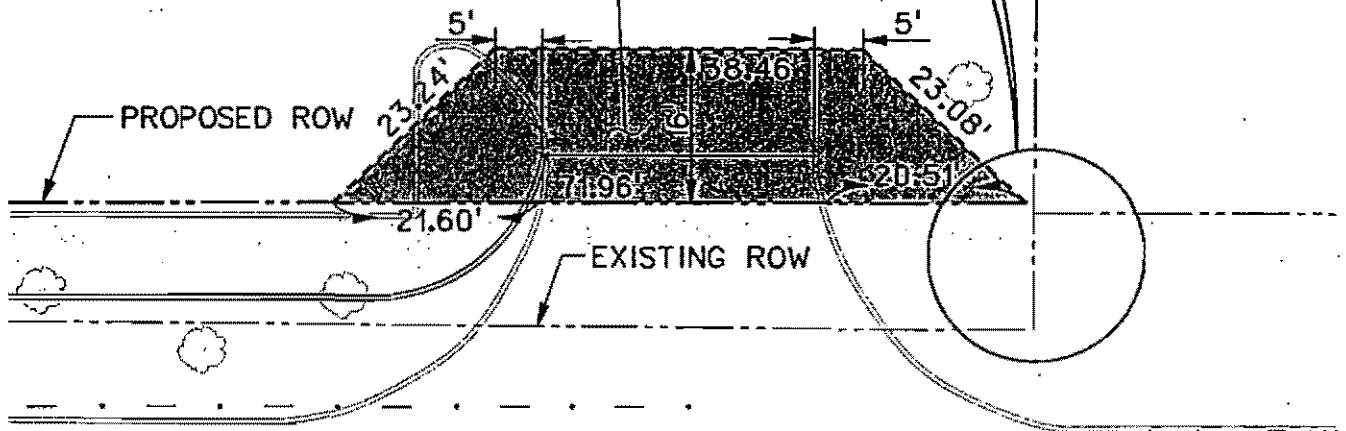
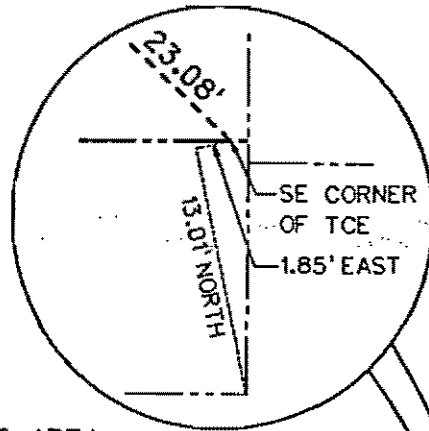
AMB PROPERTIES II, L.P.



SCALE: 1"=20'

LINCOLN TRUST
COMPANY
CUSTODIAN

DRIVEWAY EASEMENT AREA
= 883 SF = 0.0203 AC.

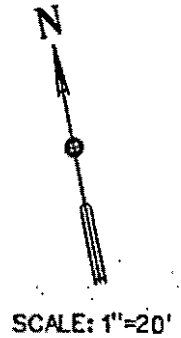


TRIANGLE BOWL ASSOCIATES

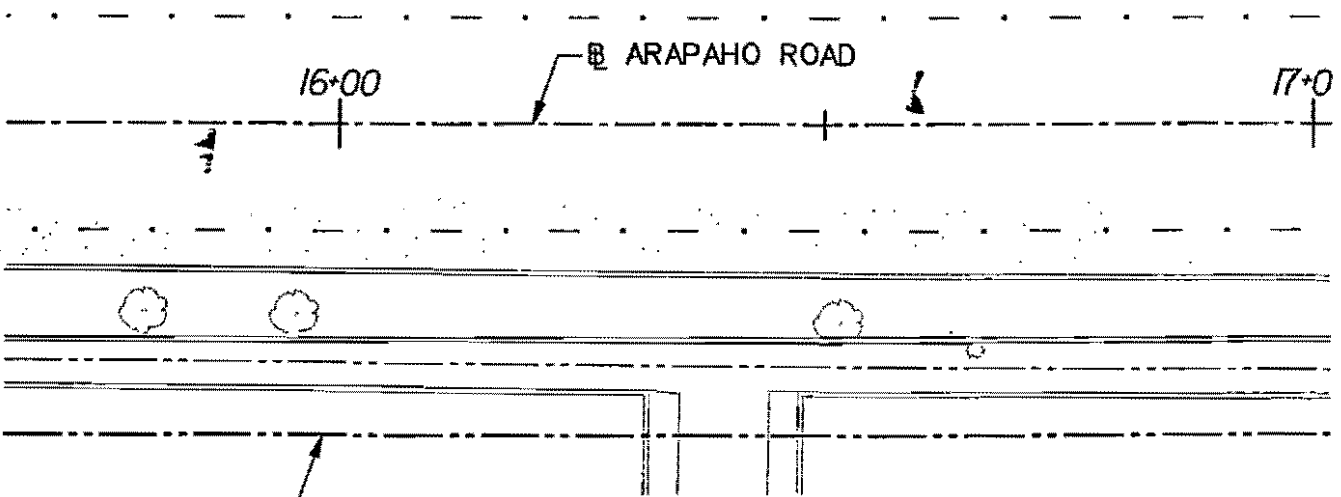
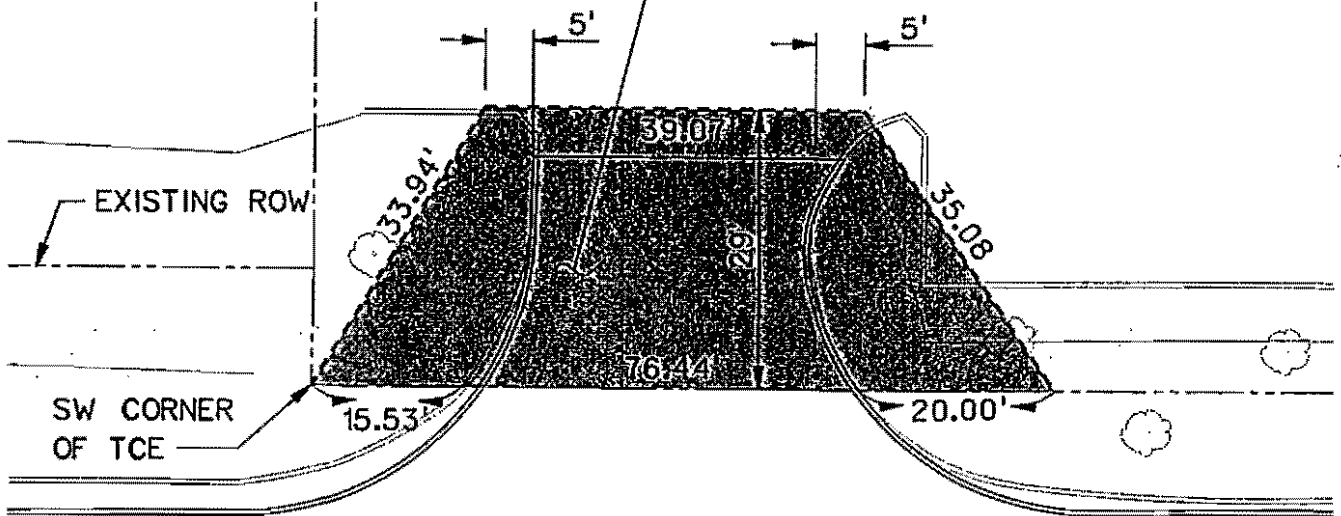
ARAPAHO ROAD
DRIVEWAY EXHIBIT H

A. LEE PFLUGER
CHILDREN'S TRUST

AMB PROPERTIES II, L.P.



DRIVEWAY EASEMENT AREA
= 1675 SF = 0.0385 AC.



PROPOSED ROW

AETNA REALTY INVESTORS INC.

ARAPAHO ROAD
DRIVEWAY EXHIBIT G

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Parcel 20
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0978 acre (4,262 square foot) tract of land situated in the David Myers Survey, Abstract Number 923, Town of Addison, Dallas County, Texas, and being a portion of a called 5.4319 acre tract of land conveyed to AMB Property II, L.P., by the deed dated July 31, 1998 and recorded in Volume 98157, Page 05195 of the Deed Records of Dallas County, Texas, said called 5.4319 acre tract being all of "Lot 1, Block 1, Belt Line-Marsh Business Park", an addition to the Town of Addison, as evidenced by the plat dated January 10, 1983 and recorded in Volume 83042, Page 0425 of said Deed Records, said 0.0978 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum disk found at the common Southeast corner of said called 5.4319 acre tract, Southwest corner of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", an addition to the Town of Addison as evidenced by the plat dated May 3, 1995 and recorded in Volume 95100, Page 03275 of said Deed Records, and Southwest corner of a tract of land dedicated for Right of Way of Realty Road by said plat of "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", said point being in the North Right of Way line of Realty Road (60 feet wide) as dedicated by the plat of Belt Line-Marsh Business Park, an addition to the Town of Addison, as evidenced by the plat dated April 17, 1978 and recorded in Volume 78155, Page 0001 of said Deed Records;

THENCE, NORTH 77°58'55" WEST, (Called NORTH 77°47'59" WEST), along the common South line of said called 5.4319 acre tract and North Right of Way line of said Realty Road, a distance of 434.16 feet to a 5/8 inch iron rod set in the proposed North Right of Way line of Arapaho Road;

THENCE, SOUTH 82°22'10" EAST, departing said line and along the proposed North Right of Way line of Arapaho Road, a distance of 140.43 feet to a "PK" Nail set in saw joint for an angle point;

PARCEL 20 - ARAPAHO ROAD PROJECT

THENCE, SOUTH 78°26'42" EAST, continuing along the proposed North Right of Way line of Arapaho Road, a distance of 294.16 feet to a RR Spike set in rock for the common East line of said called 5.4319 acre tract, West line of Lot 4R of said "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", and West line of that called 12.463 acre tract of land conveyed to Aetna Life Insurance Company by the deed dated December 21, 1982 and recorded in Volume 82250, Page 285 of said Deed Records;

THENCE, SOUTH 12°01'05" WEST, (Called SOUTH 12°12'01" WEST), departing said proposed North Right of Way line of Arapaho Road, along said common line, passing at a distance of 1.12 feet the common Southwest corners of said Lot 4R and said called 12.463 acre tract and Northwest corner of said Right of Way dedication, continuing along the common East line of said called 5.4319 acre tract and West lines of said Right of Way dedication and said "Lots 2R, 3R, & 4R, BLOCK 1 of Belt Line-Marsh Business Park", for a total distance of 13.12 feet to the **POINT OF BEGINNING**;

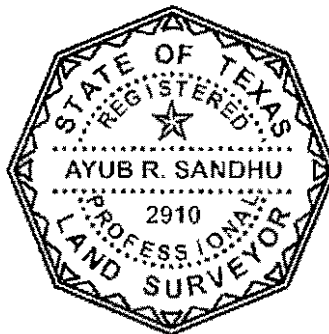
CONTAINING an area of 0.0978 acres or 4,262 square feet of land within the metes recited.

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.

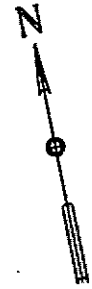
A plat of even survey date herewith accompanies this description.

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 3-22-00
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



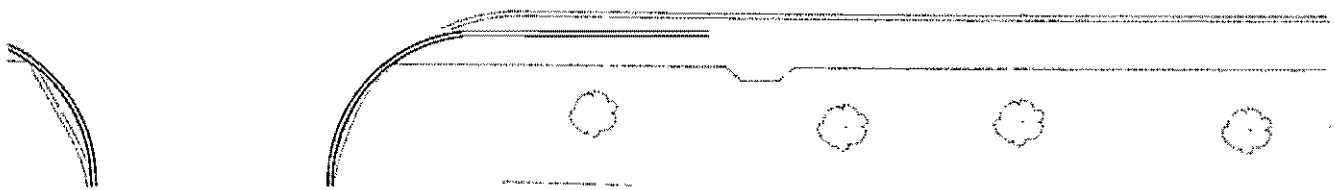
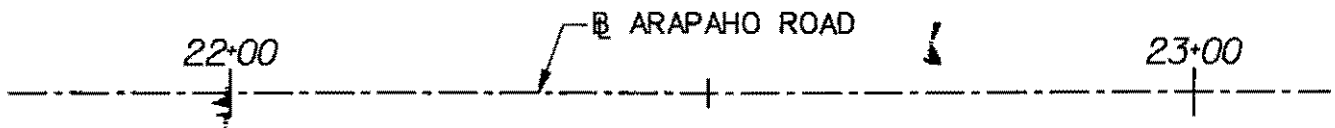
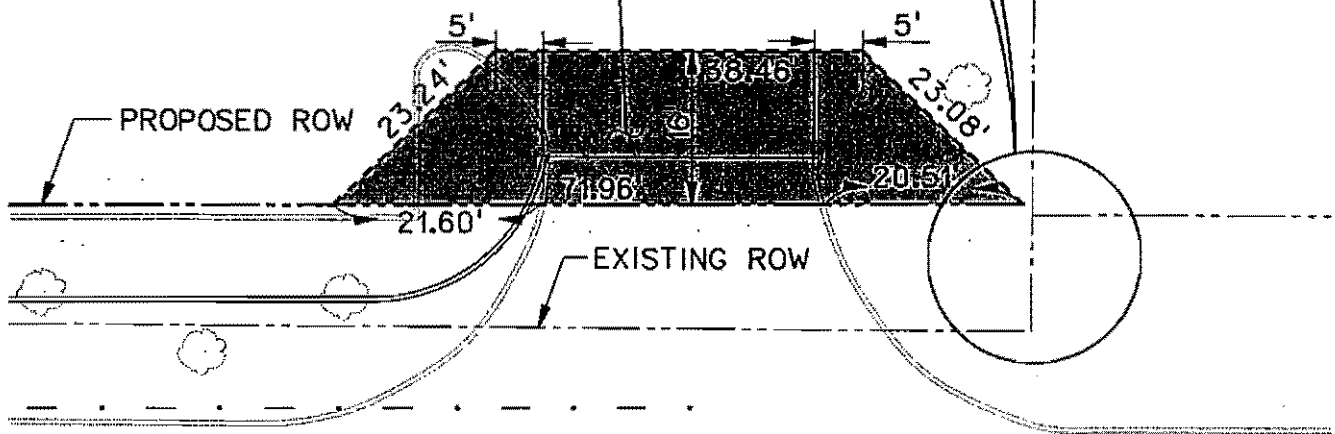
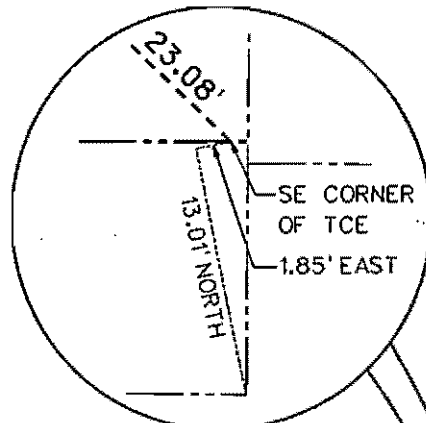
AMB PROPERTIES II, L.P.



SCALE: 1"=20'

LINCOLN TRUST
COMPANY
CUSTODIAN

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TRIANGLE BOWL ASSOCIATES

ARAPAHO ROAD
DRIVEWAY EXHIBIT H

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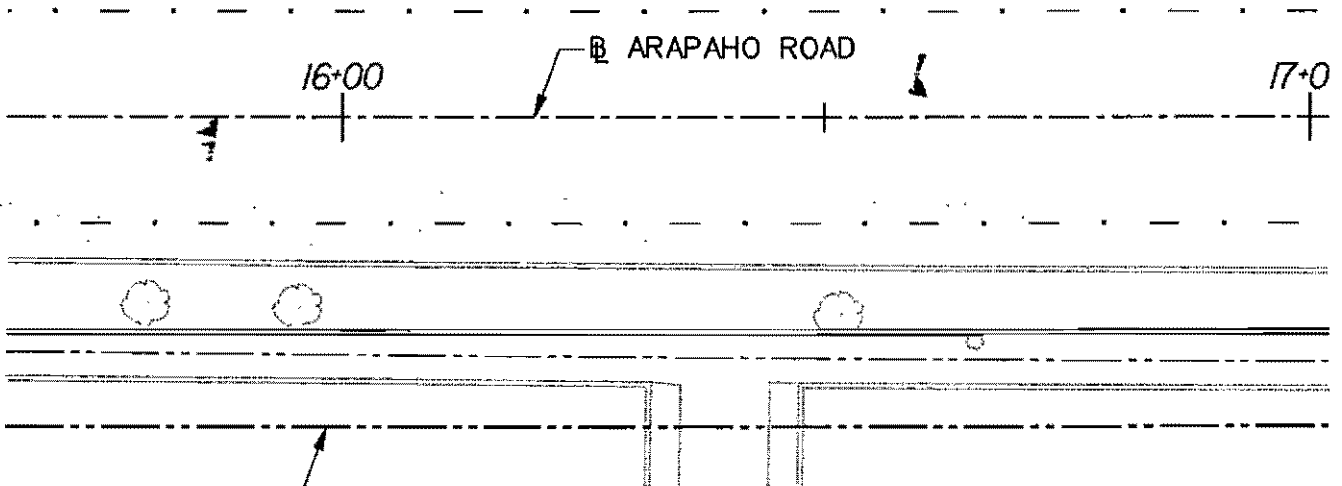
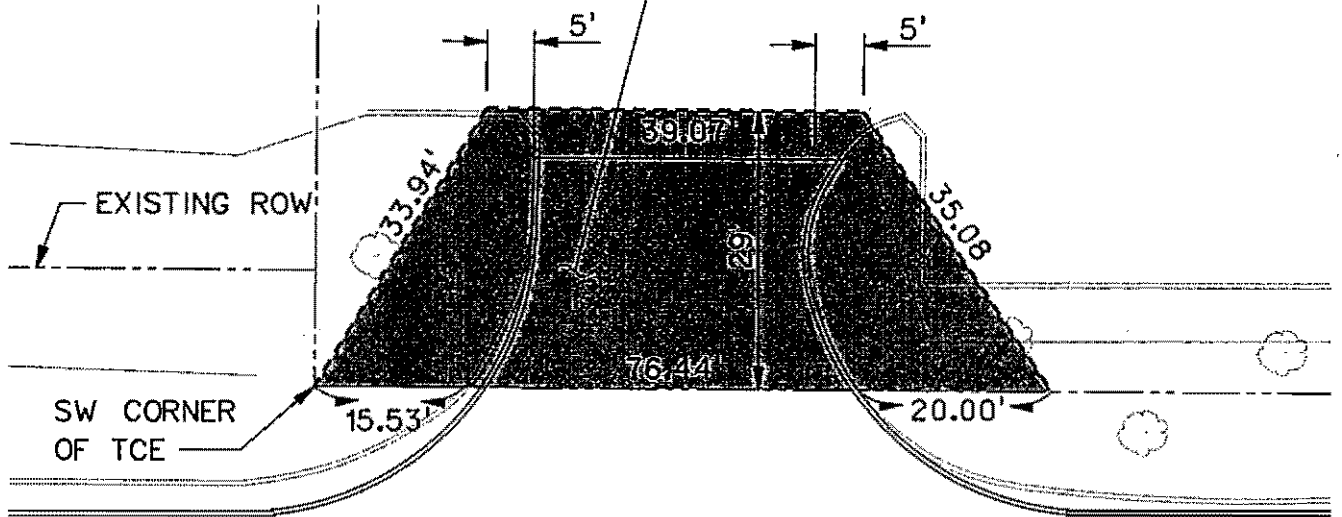
A. LEE PFLUGER
CHILDREN'S TRUST

AMB PROPERTIES II, L.P.



SCALE: 1"=20'

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PROPOSED ROW

AETNA REALTY INVESTORS INC.

ARAPAHO ROAD
DRIVEWAY EXHIBIT G

A. LEE PFLUGER CHILDREN'S TRUST

EXISTING ROW



SCALE: 1"=20'

12+00

ARAPAHO ROAD

13+00

NW CORNER OF TCE

PROPOSED ROW

20.00'

22.67'

EXISTING ROW

24.20'

83.06'

26.22'

62.88'

5'

5'

DRIVEWAY EASEMENT AREA
= 1678 SF = 0.0385 AC.

AETNA REALTY INVESTORS INC.

THE NW CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 138.76' AT A BEARING OF S77°58'55"E FROM THE NW CORNER OF CORNER CLIP AT SE CORNER OF MARSH LN AND ARAPAHO RD.

MARSH LANE

NW CORNER OF
CORNER CLIP AT SE
CORNER OF MARSH LN
AND ARAPAHO RD

ARAPAHO ROAD

NW CORNER OF TCE

S77°58'55"E
138.76'

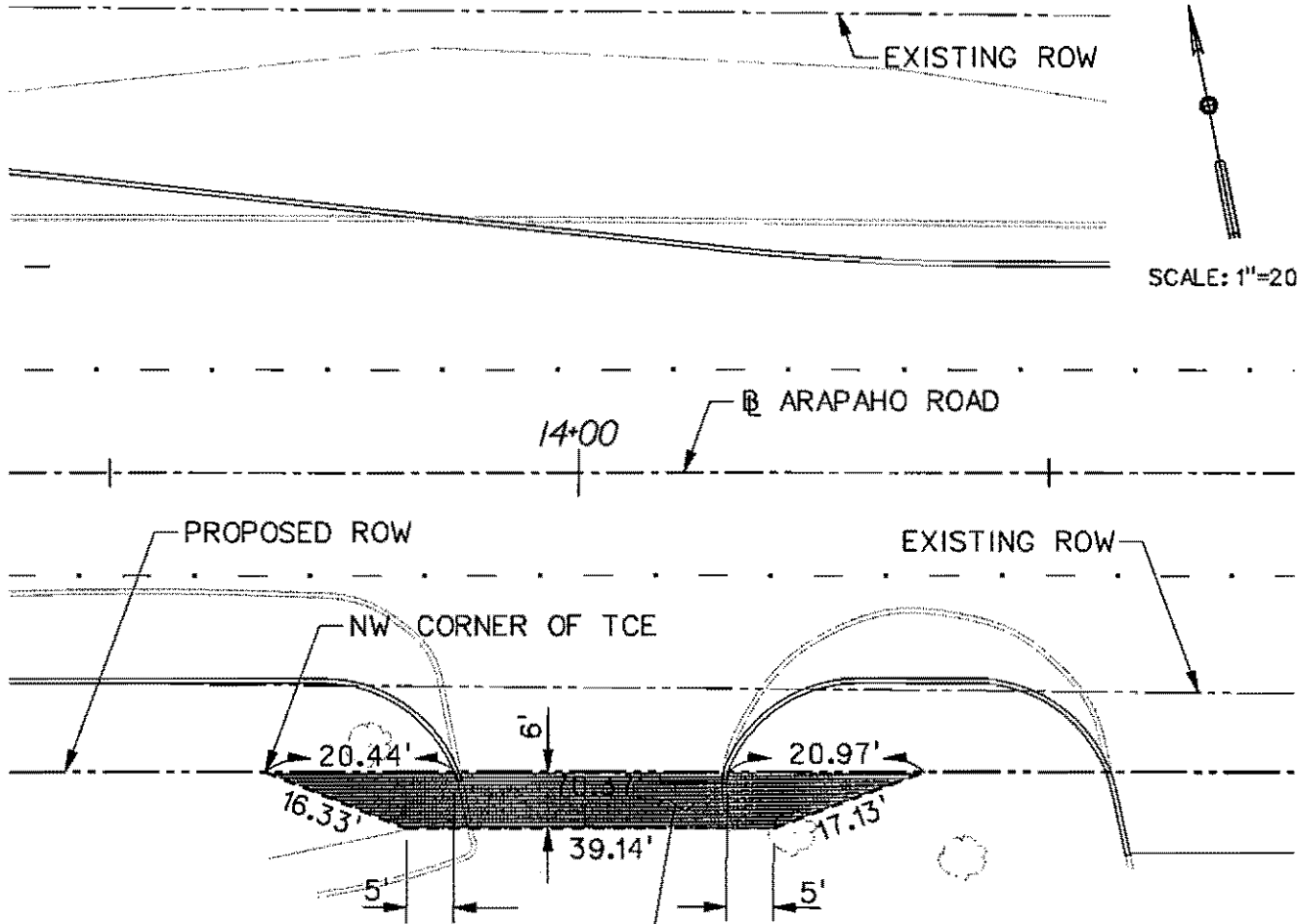
TCE LOCATION MAP
N.T.S.

ARAPAHO ROAD
DRIVEWAY EXHIBIT A

A. LEE PFLUGER CHILDREN'S TRUST



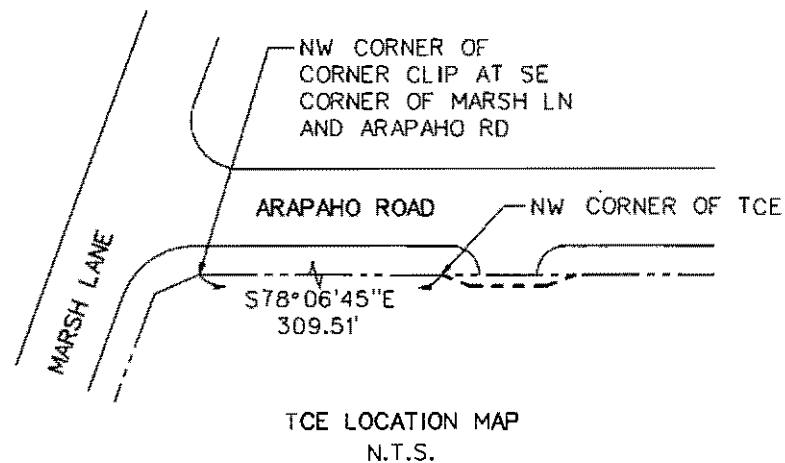
SCALE: 1"=20'



DRIVEWAY EASEMENT AREA
= 329 SF = 0.0075 AC.

AETNA REALTY INVESTORS INC.

THE NW CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 309.51' AT A BEARING OF S78°06'45"E FROM THE NW CORNER OF CORNER CLIP AT SE CORNER OF MARSH LN AND ARAPAHO RD.



ARAPAHO ROAD
DRIVEWAY EXHIBIT B

g:\25768\h1\pse\Exhibits\are2.dgn

A. LEE PFLUGER CHILDREN'S TRUST

EXISTING ROW



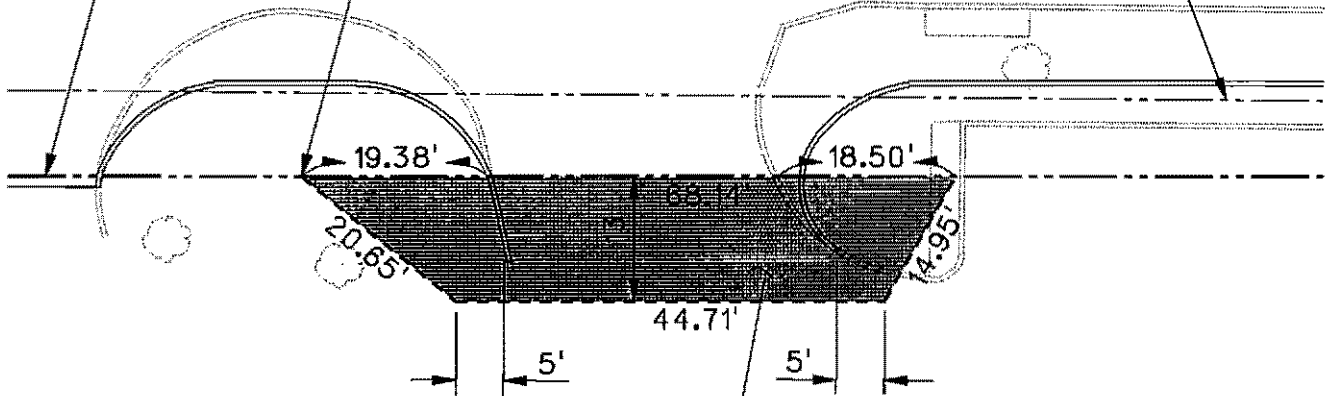
SCALE: 1"=20'

B ARAPAHO ROAD

PROPOSED ROW

NW CORNER OF TCE

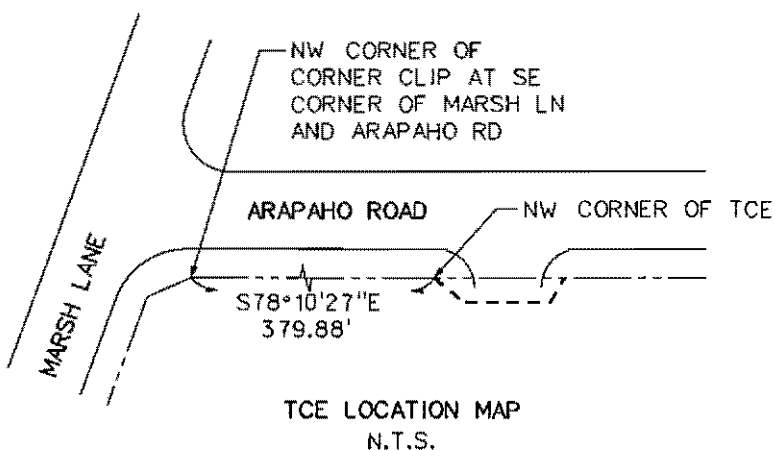
EXISTING ROW



DRIVEWAY EASEMENT AREA
= 734 SF = 0.0169 AC.

AETNA REALTY INVESTORS INC.

THE NW CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 379.88' AT A BEARING OF S78°10'27"E FROM THE NW CORNER OF CORNER CLIP AT SE CORNER OF MARSH LN AND ARAPAHO RD.

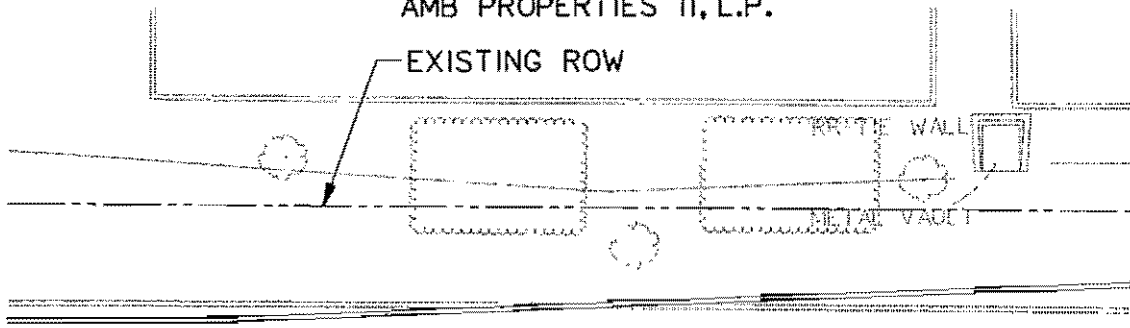


ARAPAHO ROAD
DRIVEWAY EXHIBIT C

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AMB PROPERTIES II, L.P.

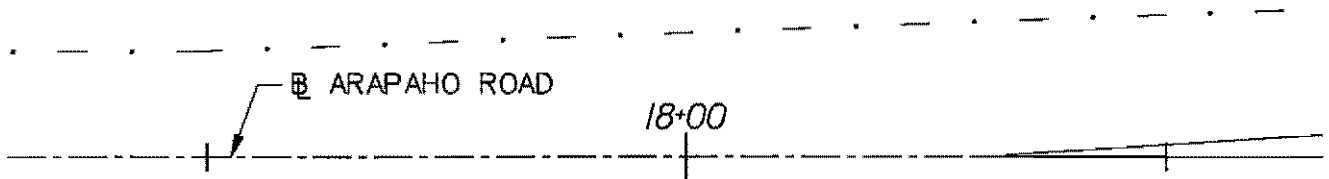
EXISTING ROW



SCALE: 1"=20'

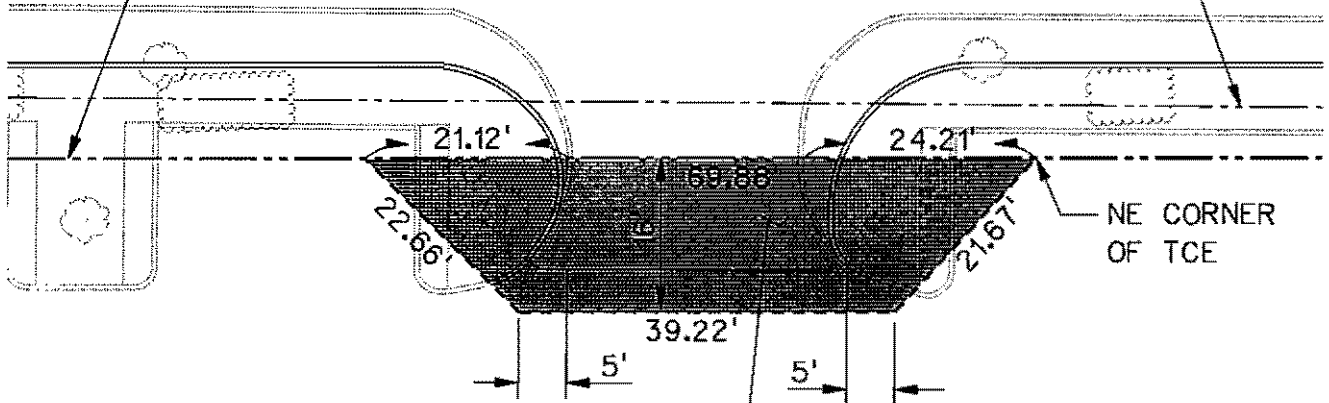
ARAPAHO ROAD

18+00



PROPOSED ROW

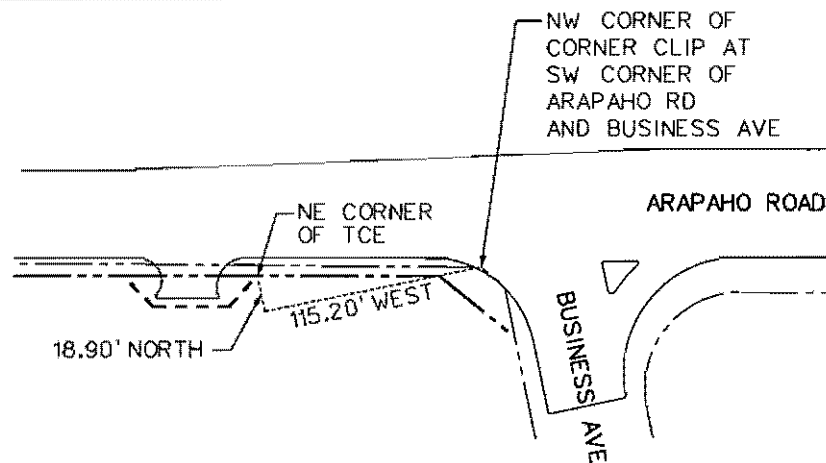
EXISTING ROW



DRIVEWAY EASEMENT AREA
= 873 SF = 0.0200 AC.

AETNA REALTY INVESTORS INC.

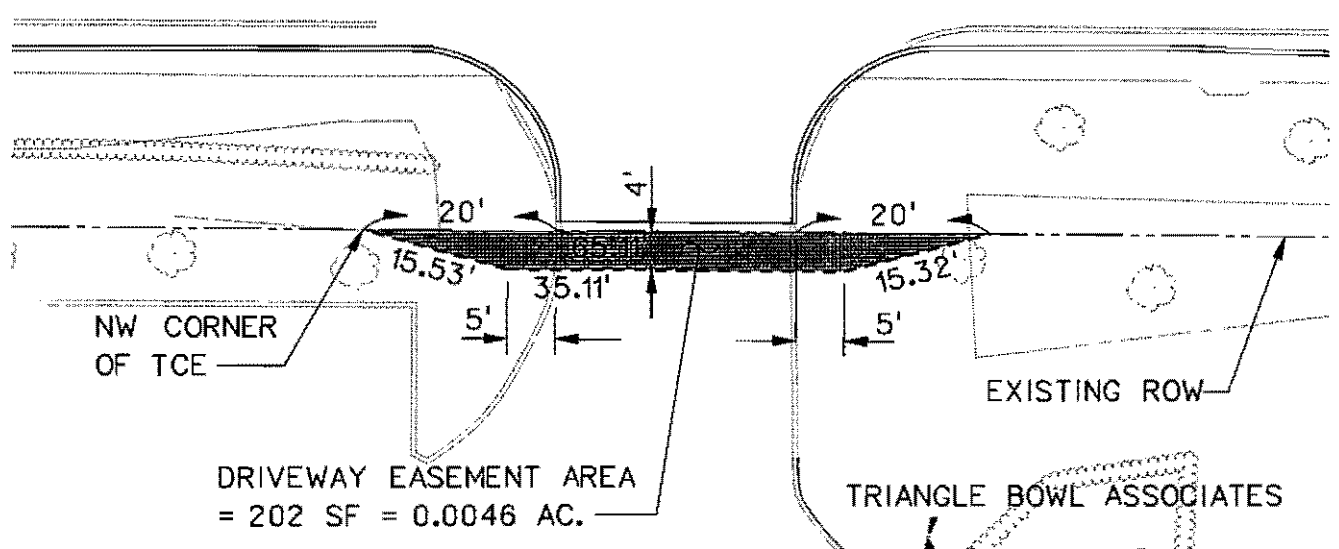
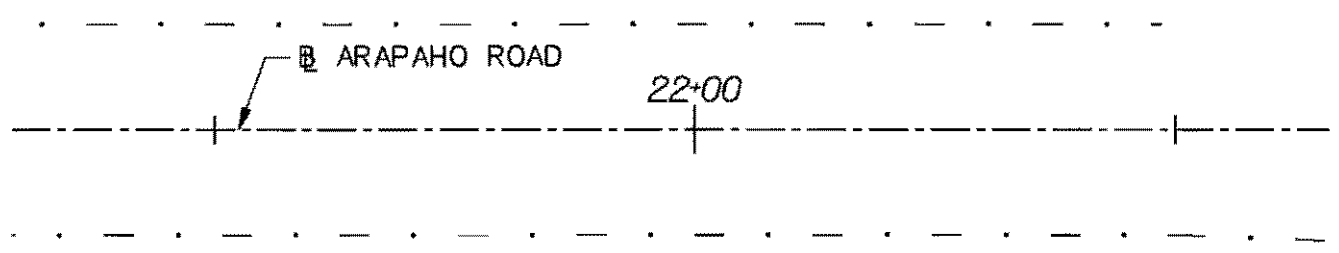
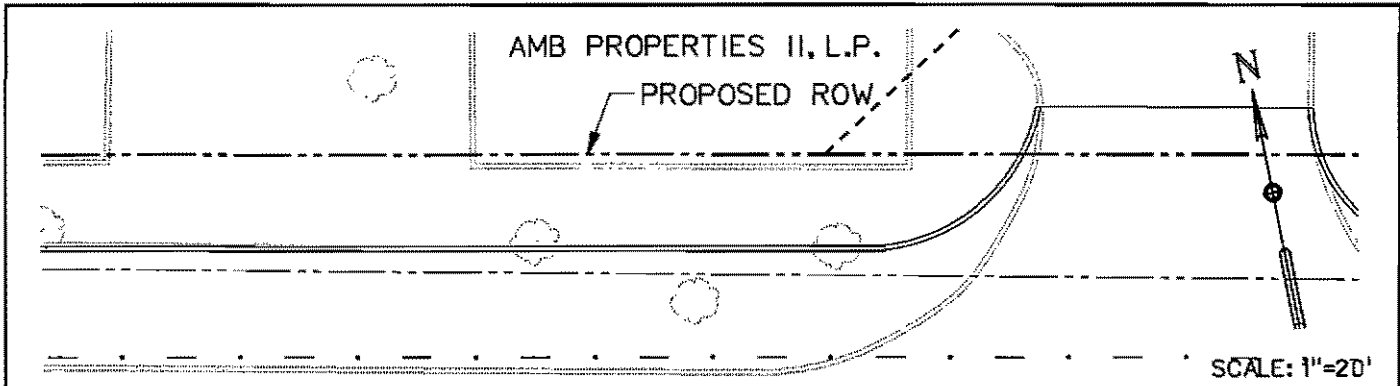
THE NE CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 115.20' WEST AND 18.90' NORTH OF THE NW CORNER OF CORNER CLIP AT SW CORNER OF ARAPAHO RD AND BUSINESS AVE.



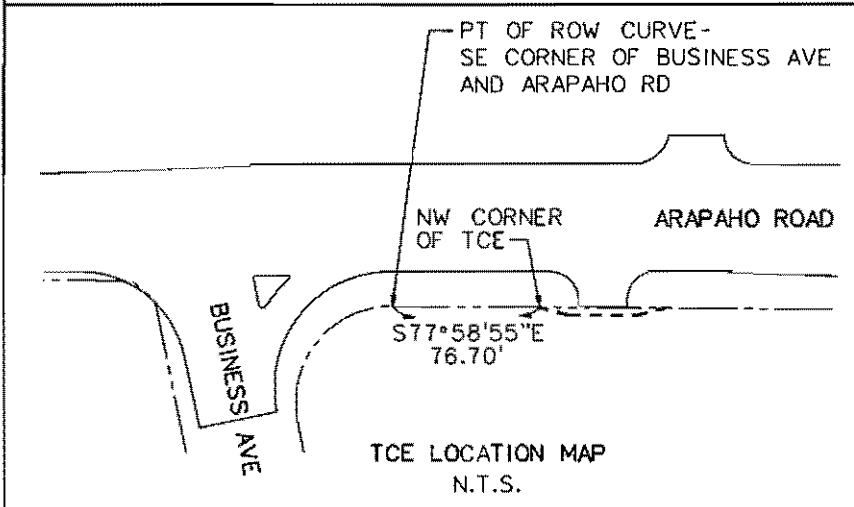
TCE LOCATION MAP
N.T.S.

ARAPAHO ROAD
DRIVEWAY EXHIBIT D

g:\25768\h1\pse\Exhibits\are4.dgn



THE NW CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 76.70' AT A BEARING OF S77°58'55"E FROM THE PT OF ROW CURVE AT THE SE CORNER OF BUSINESS AVE AND ARAPAHO RD.



ARAPAHO ROAD
DRIVEWAY EXHIBIT E

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LINCOLN TRUST COMPANY CUSTODIAN

EXISTING ROW



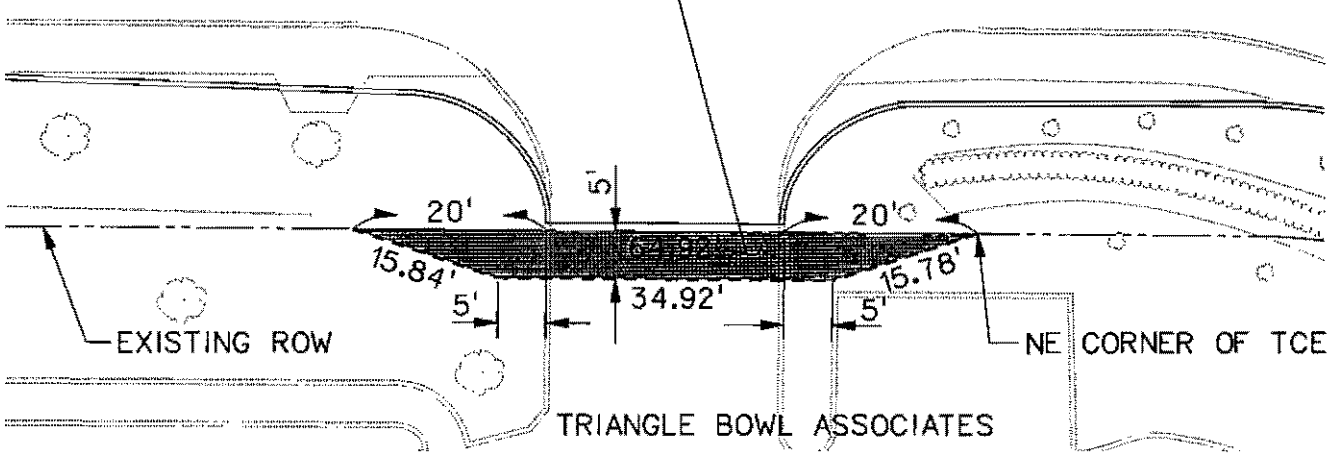
SCALE: 1"=20'

ARAPAHO ROAD

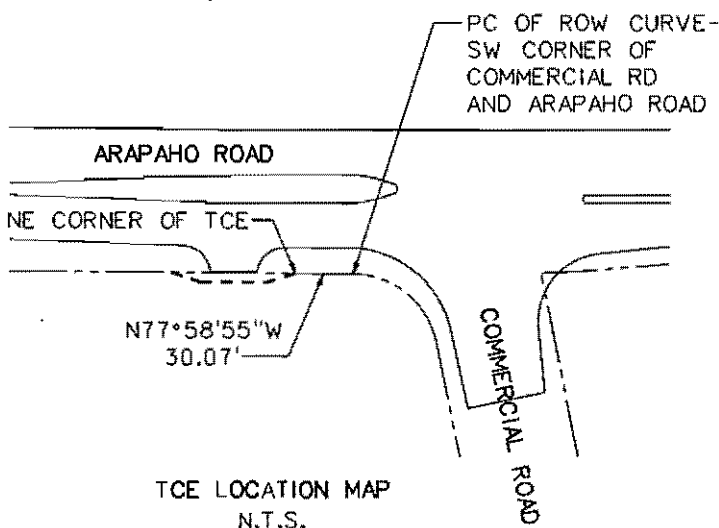
24'00"

DRIVEWAY EASEMENT AREA

= .250 SF. = 0.0057 AC.



THE NE CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT IS LOCATED 30.07' AT A BEARING OF N77°58'55"W FROM THE PC OF ROW CURVE OF SW CORNER OF COMMERCIAL RD AND ARAPAHO RD.



TCE LOCATION MAP
N.T.S.

ARAPAHO ROAD
DRIVEWAY EXHIBIT F

g:\25768\h1\pse\Exhibits\are6.dgn

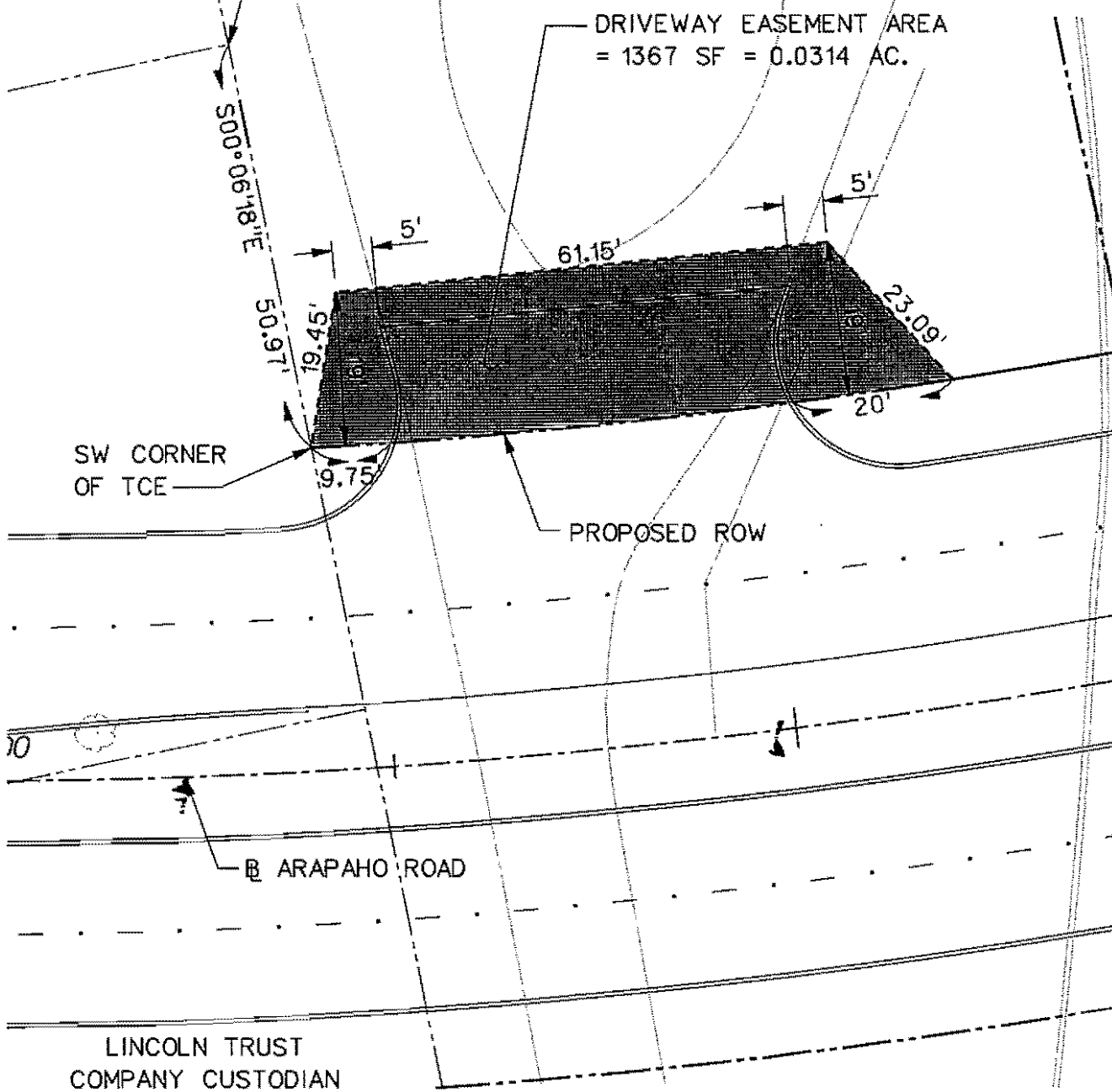


SCALE: 1"=20'

TxU ELECTRIC

TRIANGLE BOWL ASSOCIATES
NE CORNER TOWN OF ADDISON PROPERTY

DRIVEWAY EASEMENT AREA
= 1367 SF = 0.0314 AC.



LINCOLN TRUST COMPANY CUSTODIAN

ARAPAHO ROAD DRIVEWAY EXHIBIT I

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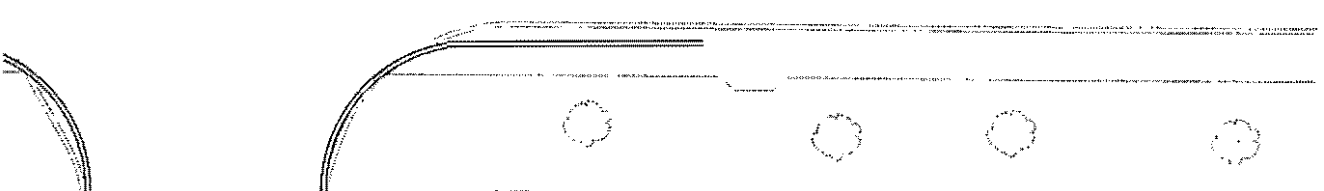
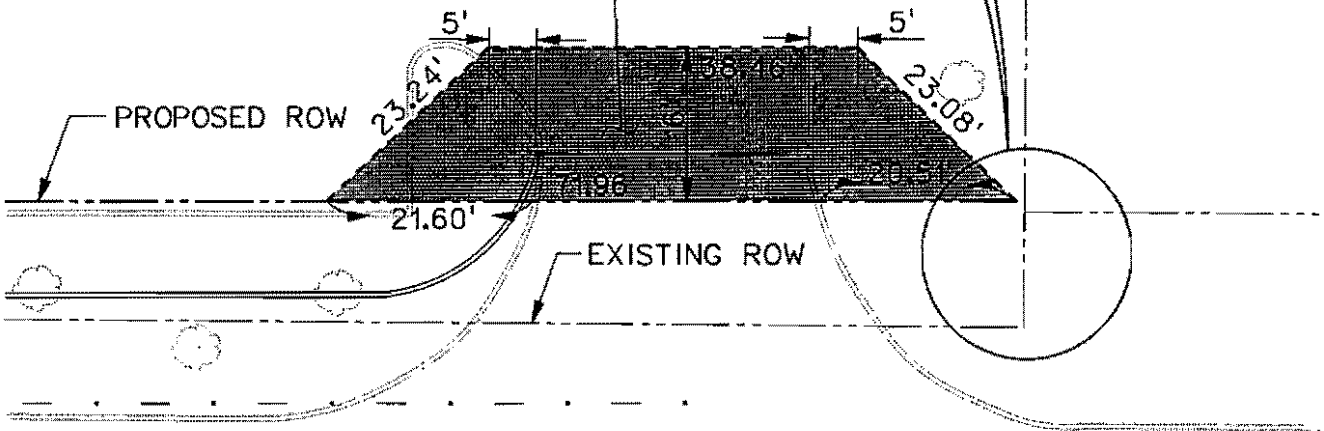
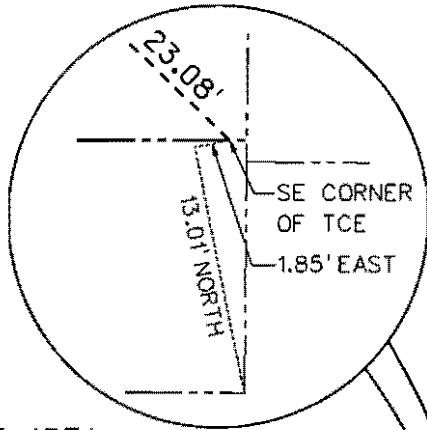
AMB PROPERTIES II, L.P.



SCALE: 1"=20'

LINCOLN TRUST
COMPANY
CUSTODIAN

DRIVEWAY EASEMENT AREA
= 883 SF = 0.0203 AC.



TRIANGLE BOWL ASSOCIATES

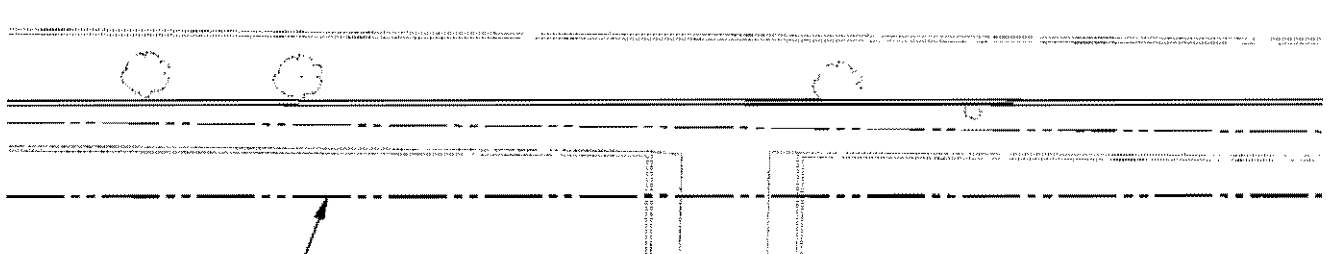
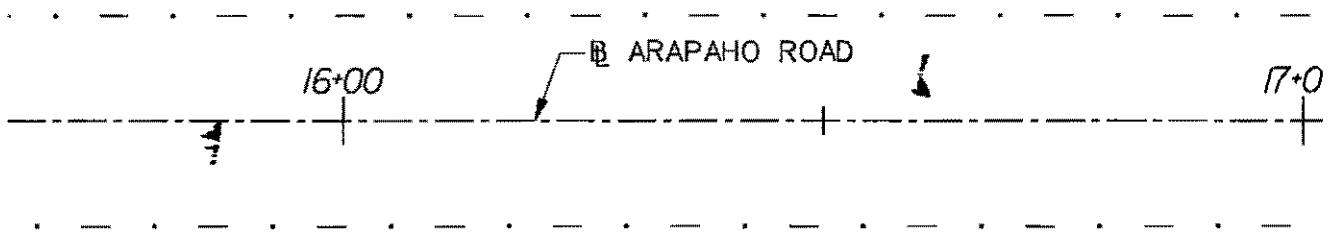
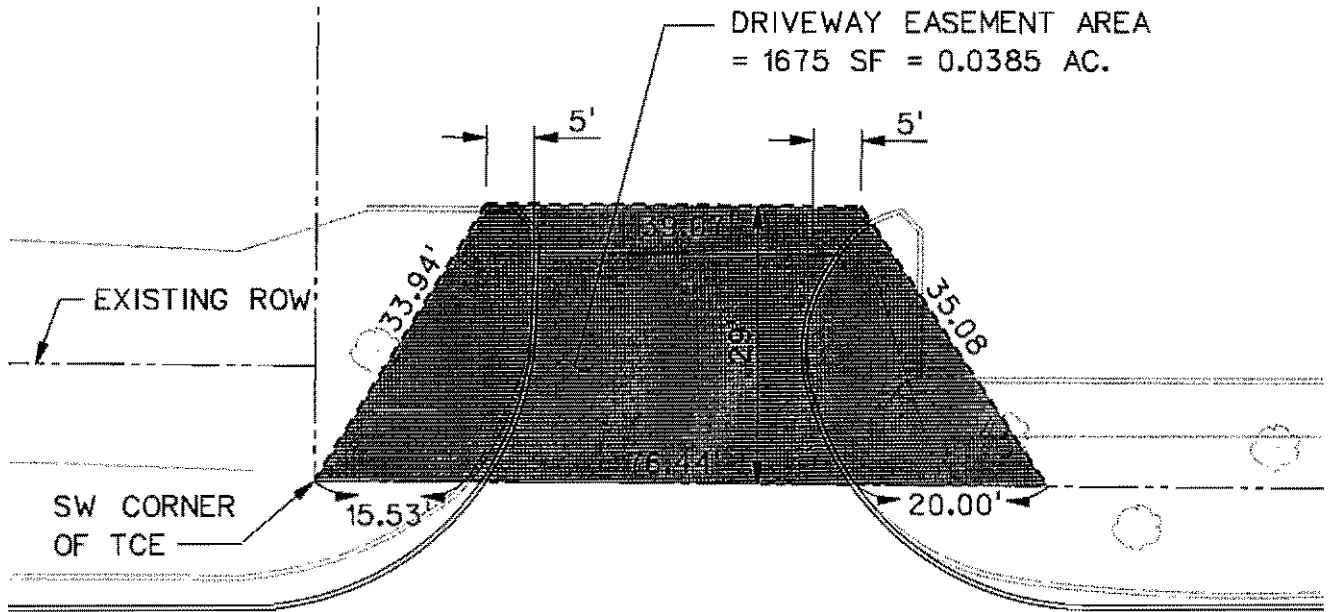
ARAPAHO ROAD
DRIVEWAY EXHIBIT H

A. LEE PFLUGER
CHILDREN'S TRUST

AMB PROPERTIES II, L.P.



SCALE: 1"=20'



PROPOSED ROW

AETNA REALTY INVESTORS INC.

ARAPAHO ROAD
DRIVEWAY EXHIBIT G

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