

3409 OAK GROVE AVE. • DALLAS, TEXAS 75204 A/C 214/528-2200

February 2, 1982

Mr. Price Robertson
Texas Power & Light Company
14400 Josey Lane
Farmers Branch, Texas 75234

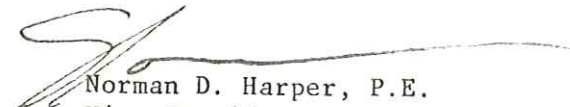
Re: Les Lacs Addition
Addison, Texas

Dear Price:

Enclosed are copies of the plat and field notes for the water line crossing the T.P.& L. Right-of-Way adjacent to the subject project.

A request has been made to Bill Grooce with D.P.& L. for this crossing. Your help on this request is appreciated.

Sincerely,


Norman D. Harper, P.E.
Vice President

mlh
enclosure

cc: Don Preece w/enclosure

FIELD NOTES
FOR AN
EIGHT INCH WATER LINE
ACROSS A 100 FOOT D.P. & L. EASEMENT
CITY OF ADDISON, DALLAS COUNTY, TEXAS

Being an eight inch water line situated in the City of Addison, Dallas County, Texas; and being part of the Thomas L. Chenowith Survey, Abstract 273; and the centerline being more particularly described as follows:

COMMENCING at a point for corner at the intersection of the southerly line of Belt Line Road (100 foot right-of-way) with the southeasterly cut-off line between said southerly line of Belt Line road and the easterly line of Marsh Lane (variable width);

THENCE South $88^{\circ}53'15''$ East along said southerly line of Belt Line Road a distance of 508.53 feet to a point;

THENCE South $89^{\circ}00'26''$ East along said southerly line of Belt Line Road a distance of 1099.16 feet to the beginning of a curve to the left;

THENCE in a southeasterly, easterly and northeasterly direction along said southerly line of Belt Line Road and along said curve to the left having a radius of 1960.00 feet, a central angle of $19^{\circ}20'54''$ and an arc length of 661.83 feet to a point;

THENCE South $25^{\circ}08'43''$ East a distance of 229.48 feet to a point;

THENCE South $0^{\circ}55'55''$ West a distance of 1,321.80 feet along the west right-of-way line of a Dallas Power and Light Company right-of-way (100 foot right-of-way) to the POINT OF BEGINNING;

THENCE South $89^{\circ}04'05''$ East a distance of 100 feet to the end of said eight inch water line.

INJURY OR DAMAGE

DEDICATED FOR
PARK PURPOSES
46000 ACRES



1" = 100'

2145.14 "G"
- (010214) "H"
CONSTRUCT STD
4.0' DIA MANHOLE

STORM SEWER EASEMENT

INSTALL:
2-8"-45° BENDS
1-8" VALVE

INSTALL 8" PVC WATER
BLOCK A

2164.50 "H"
CONSTRUCT STD
4.0' DIA MANHOLE

WATER

INSTALL:
1-8" 1/8" TAPPING SLEEVE
1-8" VALVE
CONNECT TO EX 8" WATER

4 Tower 12 N-30-T 3-89

INSTALL:
1-8" 1/8" TEE
1-8" 1/8" FH. TEE
2-8" VALVES
1-6" VALVE
1-FH

INSTALL 8" PVC WATER
BLOCK B

LINE "G"
7401.5 "G"
END
7114 "G"
C.O.

LINE "H"
6771.50 "H"
END

6771.50 "H"
END

6185 "H
C.O.

4120 "E
C.O.

4110 "E"
END

7401.5 "G"
END

7114 "G"
C.O.

5100 "D"
C.O.

4190 "D"
END

1480
CONC
4.0' L

INSTALL
1-8" X 8" FH. TEE
1-6" 1/4" 8" VALVE
1-FH

CAUTION
CLEAR
LINE
DAMA

INSTALL
1-8"-45° BEND
1-8"-1/4° BEND

1494.27 "D"
= 0100
CONSTRUCT STD
4.0' DIA MANHOLE

LINE "D"

LINE "D"

INSTALL 8" PVC WATER
BLOCK C

INSTALL
1-8" VALVE

USE 8" VERT BENDS
AS REQUIRED TO
CLEAR 8" MANHOLE
AND 20" MIN SWR

To Highway Rd →

To Beltline Rd →

157212

S O 55 55 W

AZURE LANE

CANOT LANE

BLOCK B

BLOCK A

N 87° 00' 00" W

INSTALL:
2-8"-45° BENDS

2164.50 "H"

2145.14 "G"

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March 18, 1980

Mr. C. J. Webster
City of Addison
P. O. Box 144
Addison, Texas 75001

Re: DP&L easements

Dear C. J.:

Please be advised that I have reviewed two easements granted to the City of Addison by Dallas Power and Light for Winter Park Road and Morman Lane to cross the DP&L easement west of Midway and south of Belt Line Roads. These easements are basically standard easements which the City has received in the past from DP&L. Under the provisions, we are granted a 50-foot easement for the roadway and other utilities. Prior to any work which uses overhead lift or boom-type equipment, the power company must be notified. Furthermore, the easement provides that we will not be able to assess them for future paving or drainage improvements.

There are two non-standard provisions which relate to drainage and the City's indemnification of the power company from any litigation. It is my understanding in reviewing this matter with Mr. Groce that the developer has cut two ditches across their easement (without their permission) with the intent to allow water to flow from the storm drainage across the easement onto the adjacent owner's property. Mr. Don Preece informs me that the City Engineer has reviewed this matter and feels that this concentration of water will not have any adverse effect on the adjacent property or properties downstream.

I would suggest that since the normal drainage area is being modified and the water being concentrated that the City obtain from the developer an indemnity indemnifying it from any liabilities or obligations imposed upon it by the easement or the drainage work of the developer. I do not feel that Dallas Power and Light will grant the easement without their indemnification. This means that the

Mr. C. J. Webster
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City is left to run the risk of having a solvent party to indemnify it if there is litigation concerning alleged damages caused by the drainage.

If you concur with this evaluation, please advise in order that I may prepare the proper indemnity agreement.

Sincerely yours,

Robert L. McCallum

RLM/ja

cc: Mr. Wayne Ginn
Mr. Don Preece

INDEMNITY AGREEMENT

THIS AGREEMENT is made and entered into this the ____ day of _____, 1980, between and among the CITY OF ADDISON, TEXAS, ("Addison"), BENCHMARK PROPERTIES, INC., ("Benchmark"), and RAY WILLIAMSON, ("Williamson").

WHEREAS, Benchmark currently is developing a residential project known as the Midway Meadows which is located west of Midway Road and south of Belt Line Road in the City of Addison, Dallas County, Texas; and

WHEREAS, Benchmark has heretofore constructed drainage ditches across two easements of Dallas Power & Light Company, ("DP&L"), where Le Grande Road and Morman Lane intersect such right-of-way, for the purpose of diverting run-off water from Midway Meadows Addition onto the adjacent property; and

WHEREAS, Addison was required by DP&L to indemnify it against all losses and damages arising out of such drainage; and

WHEREAS, Addison desires Benchmark and its principal stockholder, Williamson, to indemnify it from the damages, if any.

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. Benchmark and Williamson jointly and severally undertake and indemnify and save harmless Addison from any liability, loss, damage, expense, suits, judgments, counsel fees, cost arising out of a claim or cause of action resulting from litigation or damages caused or occurring from the channeling or concentration of said surface run-off water from the Midway Meadows Addition across DP&L's right-of-way onto the adjoining property.

2. Benchmark and Williamson jointly and severally undertake and indemnify and save harmless Addison from any liability, loss, damage, expense, suits, judgments, counsel fees, costs arising out of a claim or cause of action resulting from Addison's indemnification of DP&L, which indemnification is contained in the easement granting to Addison the right-of-way for the above referenced roads to cross the electric transmission right-of-way of DP&L.

3. If Addison, in the enforcement of any part of this Indemnity Agreement, shall incur necessary expenses or become obligated to pay attorney's fees or court costs, Benchmark and/or Williamson agree to reimburse Addison for such expenses, attorney's fees or costs.

4. Benchmark and/or Williamson agree to pay Addison interest at the rate of ten (10%) percent per annum on any necessary expenses or costs incurred by Addison in the enforcement of this agreement, or on any sums Addison is obligated to pay with respect to the matters to which indemnity is given in the agreement, from date such expenses or costs are incurred, or such sums are paid.

4. This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective executors, administrators, assigns and legal representatives.

EXECUTED as of the day and year first above written.

THE CITY OF ADDISON, TEXAS

By _____

BENCHMARK PROPERTIES, INC.

By _____

RAY WILLIAMSON

STATE OF TEXAS () KNOW ALL MEN BY THESE PRESENTS:
 () COUNTY OF DALLAS ()

That DALLAS POWER & LIGHT COMPANY, a Texas Corporation in Dallas County, Texas, for and in consideration of ONE AND NO/100 (\$1.00) DOLLARS and other good and valuable consideration to it cash in hand paid by the City of Addison has granted, sold and conveyed and does by these presents grant and convey unto the City of Addison, a Municipal Corporation in Dallas County, Texas, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands, to-wit:

Being Dallas Power & Light Company's electric transmission line right of way lying and situated in the City of Addison, Dallas County, Texas, being part of that certain 5.48 acre tract of land out of the Thomas L. Chenoweth Survey, Abstract Number 273 conveyed to Grantor herein by instrument executed as of September 1, 1966 and recorded in Volume 917, page 0854, et seq., of the Deed Records of Dallas County, Texas and more particularly described as follows:

BEGINNING at the intersection of the west line of Midway Meadows Addition with the north line of Morman Lane, a point in the east line of Dallas Power & Light Company's right of way;

THENCES 00° 11' 34" W, along the common line of said addition and said transmission line right of way, a distance of 50.0 feet;

THENCES 89° 52' 20" W, 100.0 feet to a point in the west line of said transmission line right of way;

THENCE N 00° 11' 34" E, with said west right of way line, a distance of 50.0 feet;

THENCE N 89° 52' 20" E, a distance of 100.0 feet to the place of beginning.

It is understood and agreed that Grantee shall hereafter keep clear and maintain the drainage ditch previously opened by said Grantee, its agents or contractors for the purpose of diverting runoff water off Midway Meadows Addition onto Grantor's right of way; and Grantee shall hold Grantor harmless for all litigation occurring from or as the result of the channeling or concentration of said surface runoff water eroding or damaging adjacent or adjoining property.

At such time as said ditch is no longer required, Grantee shall, at its own cost and expense, backfill and grade said ditch until the surface is compatible with the grade and contours of existing peripheral lands.

City of Addison, its agents or employees shall not use or cause to be used any overhead lift or boom-type equipment, including but not limited to draglines, backhoes and industrial waste vehicles, within the limits of Dallas Power & Light Company's right of way.

City of Addison shall advise Mr. Harlan Willhelm at 747-4011, extension 206, at least two working days prior to commencing construction on this project on Dallas Power & Light Company's right of way.

This easement or right of way is for the purpose of opening, constructing and maintaining a permanent street for the passage of vehicular and pedestrian traffic, together with the customary uses thereto, including drainage and utilities over, under, along, upon and across the premises hereinabove described with the right and privilege at all times of the Grantee herein, its agents, employees, workmen and representatives, of ingress,

Harlan Willhelm
 City of Addison, Texas

gress and regress in, along, upon and across said premises for the purpose of making improvements on and repairs to said street and utilities or any part thereof.

Grantor and Grantee each agree to be responsible for their respective acts of negligence causing injury to or death of persons whomsoever or damage to property whosoever, which result from or are incident to the construction, maintenance, use, operation or existence of said street and any utility use thereof on Grantor's premises or the removal thereof from said premises or to the restoration of or failure to restore said premises to their prior or other condition as may be required by Grantor. It is further agreed that if any claim or liability shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them jointly. It is understood that it is not the intention of the parties hereto to create liability for the benefit of third parties but that this agreement shall be for the benefit of the parties hereto.

A part of the consideration for this conveyance and a condition thereof is the assumption and agreement of the Grantee to relieve Grantor from any and all costs of opening, grading, paving and construction of any street, alley, curb, gutter, sidewalk or other improvements or construction on the right of way herein conveyed in connection with the present projected improvement. The acceptance of this conveyance by Grantee and the use of the right of way herein conveyed shall evidence the agreement between Grantor and Grantee as stated in this paragraph, and such agreement shall be construed as a covenant running with the land.

This grant of right of way is subject to the rights and interests of the fee owner of the property herein described and to the Lien of Mortgage and Deed of Trust from the Dallas Power & Light Company to The First National Bank of Boston, Successor Trustee of record in Volume 1223, page 1, Deed of Trust Records, Dallas County, Texas, and shall not impair the use of said premises in the operation of the business of Grantor, its successors and assigns.

TO HAVE AND TO HOLD the above described easement and rights unto the City of Addison, its successors and assigns, for the purposes aforesaid and upon the conditions herein stated until the same shall be abandoned for use by the City of Addison for the purpose herein stated, then and thereupon this conveyance shall be null and void and the use of said land and premises shall absolutely revert to the Grantor herein, its successors or assigns; and no act or omission on the part of them shall be a waiver of the enforcement of such condition.

AND Dallas Power & Light Company does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the above described easement and rights unto the City of Addison, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Dallas Power & Light Company but not otherwise.

EXECUTED as of this 21st day of February, A. D. 1980.

ATTEST:

J. W. [Signature]
Secretary

GRANTOR

DALLAS POWER & LIGHT COMPANY

By: [Signature]
C. E. Watson, Vice President

ATTEST:

GRANTEE
CITY OF ADDISON

By: Jerry J. Redding, Mayor
City Secretary

STATE OF TEXAS ()
COUNTY OF DALLAS ()

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared C. E. WATSON, Vice President of Dallas Power & Light Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the said Dallas Power & Light Company, for the purposes and consideration therein expressed and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of February, A. D. 1980.

William A. Redding
Notary Public in and for Dallas County, Texas

My commission expires the 24th day of September, 1980.

STATE OF TEXAS ()
COUNTY OF DALLAS ()

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JERRY J. REDDING, Mayor of the City of Addison, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the City of Addison, for the purposes and consideration therein expressed and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 1980.

Notary Public in and for Dallas County, Texas

My commission expires the _____ day of _____, 198_____.