

Me Me Williams 1-817-215-6375

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		Phone	Fax	
Chris Barnet	Cawley International	972-770-2103	972-770-2199	
Stephen Platt	Wilcox Development Sus	972-770-2111	972-770-2199	
Frank Babb	Crescent Real Estate Equities	214-559-0309	214-559-2266	
Finley Ewing	Ewing Investments	972-612-6120	972-612-6954	
Mary Hutchinson	₽1		и	
David Curran	Fults Realty (Princeton)	214-871-6677	214-871-4644	
Brent Steward	Wellington Centre	972-991-0990	972-991-10961	

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TOWN OF .	•
ADDISON	PUBLIC WORKS
To: Style Hell Company: Cawles & Thompse FAX #: 214-672-2020	From: Jim Pierce, P.E. Asst. Public Wks. Dir. Phone: 972/450-2879 FAX: 972/450-2837 ipierc@ci.addion.tx.us
# of pages (including cover): 10	16801 Westgrove P.O.Box 9010 Addison, TX 75001-9010
Re: Inwood/5. Quarum -	IXU RORDWAY Easyment
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Comments:	
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TXU Electric

Mike McWilliams, P.E.

PO Box 970 Ft. Worth, TX

Senior Engineer
Transmission Engineering

76101-0970 Tel: 817/215-6375 Fax: 817/215-6961

6101-0970

email: mmcwilliams@txu.com

April 5, 2000

Town of Addison Attn: Jim Pierce, P.E. Assistant City Engineer PO Box 9010 Addison, TX 75001-9010

Re: Quorum/Inwood Connector Project

Dear Mr. Pierce,

Enclosed for your files is a copy of the easement for the roadway to be located on the right-of-way of TXU Electric's North Lake-North Haven 138 kV Line. This easement has been fully executed and filed in the deed records of Dallas County.

If you have any questions or require additional information, please contact me.

Sincerely,

Mike McWilliams

Mile Millins

シ-5275

STREET OR ROAD DEDICATION DEED

906545

02/25/00 Deed 2005422

\$25.00

STATE OF TEXAS

§ §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

That, TXU ELECTRIC COMPANY, a Texas corporation, hereinafter called "Grantor", for no consideration but as a gift to the TOWN OF ADDISON, TEXAS, 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 is used for street or road purposes, and subject to the reservations hereinafter set forth, all that tract or parcel of land more particularly described as Parcels 5 and 6 on Exhibits "A" and "B" 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.

STREET OR ROAD CEDICATION DEED

RETURN TO:
LAURA DELAPAZ
TXU BUSINESS SERVICES
CORPORATE DOCUMENT SERVICES
PO BOX 139083
DALLAS, TX 75313-9083

This dedication deed, subject to all liens of record, is granted upon the conditions that the street or 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.

TXU ELECTRIC COMPANY.

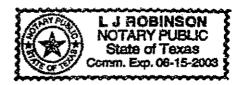
W. Kyle Ray Attorney in fact

STATE OF TEXAS	į
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COUNTY OF DALLAS	

BEFORE ME, the undersigned authority, on this day personally appeared W. KYLE RAY, known to me to be the person whose name is subscribed to the foregoing document as the Attorney in fact for TXU ELECTRIC COMPANY the party thereto, and acknowledged to me that he executed the same as attorney in fact for the said TXU Electric Company and that the said executed the same by and through him for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of

Notary Public, State of Texas



COUNTY :

DALLAS

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL

F

PARCEL 5

BEING A 0.0130 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF A 100 FOOT RIGHT-OF-WAY CONVEYED TO D. P. & L. CO. ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST (ALSO CALLED NORTH 89 DEGREES 27 MINUTES 36 SECONDS WEST) A DISTANCE OF 60.43 FEET TO A 1/2" IRON ROD FOR CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF THE PREVIDUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID NORTHEAST LINE OF THE 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST A DISTANCE OF 130.77 FEET TO A POINT FOR CORNER, SAID POINT ALSO LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING CENTRAL ANGLE OF 11 DEGREES 12 MINUTES 50 SECONDS, A RADIUS OF 694.0 FEET, A CHORD BEARING OF NORTH 22 DEGREES 37 MINUTES 25 SECONDS WEST AND A CHORD LENGTH OF 135.61 FEET:

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 135.83 FEET TO A POINT FOR CORNER LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED:

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST) A DISTANCE OF 13.90 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 566.03 SQUARE FEET OR 0.0130 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

RONALD A. YOUNG

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 2960

PAGE 1 OF 1

EXHIBIT "A"

COUNTY:

DALLAS

ROADWAY

SOUTH QUORUM/INWOOD CONNECTION

PARCEL:

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PARCEL 6

BEING A 0.8130 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146. AND BEING PART OF A 100 FOOT RIGHT-OF-WAY CONVEYED TO D. P. & L. CO. ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST (ALSO CALLED NORTH 89 DEGREES 27 MINUTES 36 SECONDS WEST) A DISTANCE OF 60.43 FEET TO A 1/2" IRON ROD FOR CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY;

THENCE ALONG THE SAID NORTHEAST LINE OF THE 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 377.07 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D. P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES 01 MINUTES 30 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 872.84 FEET TO A POINT FOR CORNER, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 23 SECONDS, A RADIUS OF 494.0 FEET, A CHORD BEARING OF NORTH 32 DEGREES 09 MINUTES 13 SECONDS WEST AND A CHORD LENGTH OF 82.87 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 82.97 FEET TO A POINT FOR REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON—TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 54 SECONDS, A RADIUS OF 506.0 FEET, A CHORD BEARING OF NORTH 26 DEGREES 59 MINUTES 27 SECONDS WEST AND A CHORD LENGTH OF 175.28 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 176.17 FEET TO A POINT FOR CORNER:

THENCE NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 410.99 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27 DEGREES 54 MINUTES 28 SECONDS, A RADIUS OF 292.0 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 46 SECONDS WEST AND A CHORD LENGTH OF 140.83 FEET:

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 142.23 FEET TO A POINT OF REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 53 MINUTES 11 SECONDS, A RADIUS OF 155.13 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 07 SECONDS WEST AND A CHORD LENGHT OF 74.76 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 75.50 FEET TKO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 35,416.09 SQUARE FEET OR 0.8130 ACRES OF LAND.

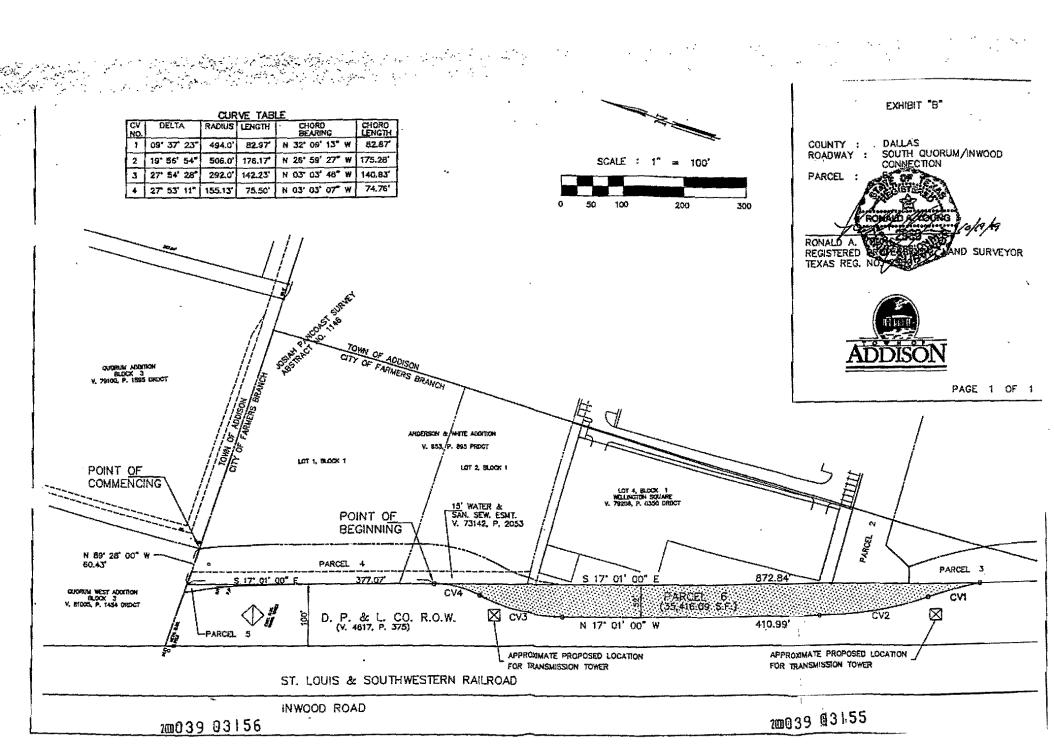
THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0360 DEED OF DALLAS COUNTY, TEXAS.

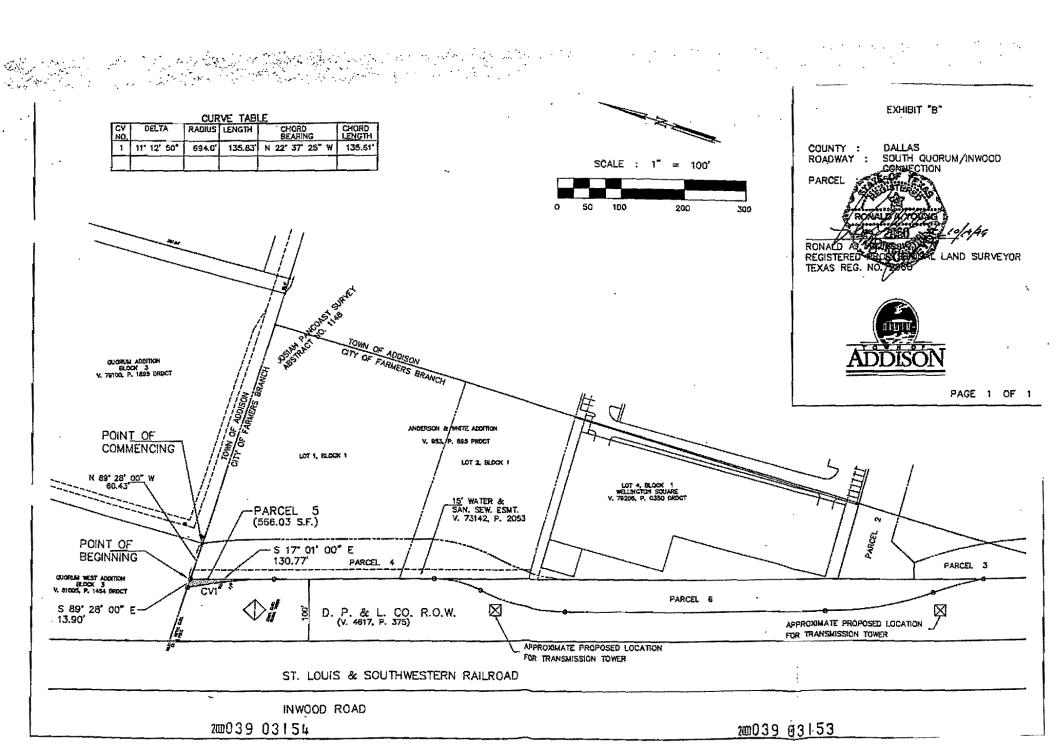
RONALD A. YOUNG

REGISTERED PROFESS TEXAS REG. NO. 2960 WE WE VE YOR

PAGE 1 OF 1

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COUNTY CLERK OALLAS COUNTY

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

FEB 25 2000

COUNTY CLERK, Dallas County, Texas



ADDISON		DATE	6-14-00	JOB NO.	
		ATTENTIO	٧ /	_	
Public Works / Engineering		RE: <	Inwood /S	: Quorum Acces	ς
16801 Westgrove • P.O. Box 144 Addison, Texas 75001			Phase I	Landmark	
Felephone: [214] 450-2871 • Fax: [2	214) 931-6643			tension	
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Town Hall		1			
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GENTLEMAN: WE ARE SENDING YOU	☑ Attached □	Under sepa	rate cover via	the following item	s:
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For your use	□ Approved as noted		☐ Submit	copies for distribution	
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LETTER OF TRANSMITTAL

JOB NO.

COPY TO

SIGNED:

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



Public Works / Engineering

16801 Westgrove • P.O. Box 144

WE ARE SENDING YOU

DATE

□ Shop Drawings

☐ Copy of letter

☐ For approval For your use

☐ As requested

☐ FOR BIDS DUE

☐ For review and comment

Addison, Texas 75001

GENTLEMAN:

COPIES

Telephone: [214] 450-2871 • Fax: [214] 931-6643

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Drainage Easem COPY TO _

SIGNED:

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

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

That TXU ELECTRIC COMPANY, a Texas Corporation, hereinafter termed Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by the TOWN OF ADDISON, has granted, sold and conveyed and by these presents does hereby grant unto the Town of Addison, 16801 Westgrove Drive, P.O. Box 9010, Addison, Texas 75001-9010, a Municipal Corporation, its successors and assigns, hereinafter referred to as Grantee, a nonexclusive easement or right of way for the construction, operations and maintenance of a drainage easement, DE-3, hereinafter referred to as Grantee's Facility, in, under, over and across the following described property:

On Exhibit "A" attached hereto and made a part hereof for all intent and purposes.

1. Construction of Grantee's Facility. This easement and right of way, together with all rights and privileges hereby granted, may be used by Grantee, its successors and assigns, for the location, construction, reconstruction, relocation, alteration, maintenance, inspection, operation and removal of its facility; and Grantee, at all times, shall have the right of ingress and egress over and above the described property to and from said right of way. There is also granted to Grantee, its successors and assigns, a nonexclusive easement to use only so much of Grantor's remaining land, during temporary periods, as may be necessary for the construction and maintenance of said facility. Such use shall not interfere with Grantor's use of such property in the operation of its business and Grantee shall properly maintain such property during construction and at the conclusion of such construction remove all construction debris and other materials from such property and restore such property to the same condition it was in prior to the commencement of Grantee's construction thereon or in proximity thereto. Grantee, its agents or employees shall not use, cause or permit to be used any overhead lift or boom-type equipment, including but not limited to draglines, backhoes, cranes and industrial waste vehicles, within 15.0 feet of any of Grantor's overhead electric conductors. Further, Grantee shall be responsible for assuring that adequate clearance be maintained between the Grantee's and Grantor's facility, in accordance with the National Electrical Safety Code and all other applicable laws, rules, regulations and orders adopted by governmental authorities. Grantee shall contact Grantor's General Offices and advise Grantor's Maintenance and Construction Section of the Substation and Transmission Department at, (972) 721-6281,

at least two (2) working days prior to commencing any work on Grantor=s right of way.

- 2. <u>Liability for Damages</u>. Grantor shall not be liable to Grantee for any damage to said easement or Grantee's facility or other contents thereof, except when caused by the willful misconduct of Grantor, its agents, servants or employees. Grantor and Grantee each agree that if any claim or liability shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them in proportion to their negligence. 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 solely for the benefit of the parties hereto.
- 3. <u>Compliance with Laws</u>. Grantee shall, at its own cost and expense, comply with all applicable laws, rules, regulations, and orders issued by any governmental authority relating to Grantee's installation, operation and maintenance of said facility. Grantee agrees to be responsible for and indemnify and hold Grantor harmless from and against any and all claims, demands, penalties, fines, liabilities (including attorney's fees) incurred relating to any violation or alleged violation of such laws, rules, regulations or orders resulting from Grantee's acts or omissions, as well as for any and all damages or expenses incurred as a result of Grantee's installation, operation, or maintenance of said facility on Grantor's hereinabove described property.
- 4. <u>Termination of Easement</u>. This easement shall continue only so long as Grantee shall use this right of way for the purpose herein described and the same shall immediately lapse and terminate upon cessation of such use. Upon termination of this easement or right of way for any reason, Grantee shall restore the property hereinabove described to the same condition that such property was in at the beginning of the term of this agreement, ordinary wear and tear for the purpose herein authorized excepted.
- 5. <u>Easement Subject to Lien</u> Mortgage. TXU Electric Company Mortgage and Deed of Trust, dated as of December 1, 1983, as supplemented, between the Company and The Bank of New York.
- 6. <u>Nonwaiver of Franchise</u>. This easement is granted subject to the terms, conditions and provisions of Grantor's franchise with the Town of Addison. In no event, shall the terms, conditions and provisions herein contained altar, modify, amend or revoke any of the terms, conditions and provisions of the franchise.
- 7. Relocation of Grantee's Facility. Whenever by reason of Grantor's use of its hereinabove described property, for any purpose whatsoever, it shall be deemed necessary by Grantor to remove, alter, change, adapt, or conform the facility of Grantee, such alterations or changes shall be made as soon as practicable by Grantee when

ordered in writing by Grantor, without claim for reimbursement or damages against Grantor; provided, however, if said requirements impose a material financial hardship upon Grantee, the Grantee shall have the right to present alternative proposals for Grantor's consideration. Grantor shall not require Grantee to remove its facility entirely from the hereinabove described easement unless suitable alternatives are available for relocation at reasonable cost, but in any event Grantee shall be required to relocate such facility within the hereinabove described easement so that such facility does not impair the use of such property by Grantor in the operation of its business.

- 8. <u>Location of Grantee's Facility</u>. Grantee shall locate its facility within the easement so as not to interfere with any of Grantor's facility. Grantee shall reimburse Grantor for any and all costs and expenses incurred by Grantor for any relocation or alteration of its property or facility located on or near the easement that Grantor, in its reasonable discretion, determines are subject to physical interference from Grantee's facility or from the exercise by Grantee of any of its rights hereunder.
- 9. Relief from Assessments. A part of the consideration of this easement and a condition hereof 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 or any such improvements made subsequent to this grant. The acceptance of this easement 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.
- 10. <u>Use of Easement</u>. Subject to Grantor's right to cause relocation of Grantee's facility under the circumstances set forth in paragraph seven above, and unless such relocation is required pursuant thereto, Grantor shall not (without the prior written consent of Grantee) construct or place within the above described right of way any building, fence, tree, shrub, or any other structure, improvement or growth which may endanger or in any way interfere with the construction, efficiency or convenient operation and maintenance of said facility, and Grantee shall, at all times, after notice to, and consultation with, Grantor (as may be reasonable under the circumstances) have the right to remove and keep removed, all or parts of any building, fence, tree, shrub, or other structure, improvement or growth of any character which, in the reasonable judgment of Grantee, may endanger or in any way interfere with the construction, efficiency or convenient operation and maintenance of said facility.
- 11. <u>Headings</u>. Headings used in this instrument are for the convenience of the parties only and shall not be considered in construing any provision hereof.

TO HAVE AND TO HOLD the above described easement and rights unto the Town of Addison, its successors and assigns, for the purposes aforesaid and upon the conditions herein stated until the facility covered by this easement be abandoned for use by the Town 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 Grantor herein, its successors and assigns, and no act or omission on the part of them shall be construed as a waiver of the enforcement of such condition.

AND it hereby binds itself, its successors, legal representatives and assigns, to WARRANT AND FOREVER DEFEND all and singular the above described easement and rights unto the Town 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 Grantor, but not otherwise.

EXECUTED as of this

day of

2000.

GRANTOR

TXU ELECTRIC COMPANY

W. Kyle Ray

Attorney In Fact

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared W. Kyle Ray, Attorney In Fact, **TXU Electric 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 TXU Electric Company, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND	O AND SEAL OF OFFICE this \ S-\tau day o', A.D. 2000.
Laura A. DeLaPaz Notary Public, State of Texas	Rouna a De La Por Notary Public in and for the State of Texas

EXHIBIT "A"

COUNTY:

DALLAS

ROADWAY:

SOUTH QUORUM/INWOOD CONNECTION

10' DRAINAGE EASEMENT:

DE-3

DRAINAGE EASEMENT NO. 3

BEING A 539 SQUARE FOOT TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF A 100-FOOT RIGHT-OF-WAY CONVEYED TO D.P.&L. CO. ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, N 89°28'00" W A DISTANCE OF 165.32 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID QUORUM WEST ADDITION SAID POINT ALSO LYING IN THE SOUTHWEST LINE OF SAID 100 FOOT D.P.&L. CO RIGHT-OF-WAY, A COMMON LINE WITH ST. LOUIS AND SOUTHWESTERN RAILROAD (A 80 FOOT R.O.W.);

THENCE, S 17°01'00" E ALONG THE PREVIOUSLY MENTIONED COMMON LINE OF D.P.&L. AND RAILROAD A DISTANCE OF 1100.97 FEET TO THE POINT OF BEGINNING;

THENCE, N 72°59'00" E AND DEPARTING THE SAID COMMON LINE A DISTANCE OF 53.16 FEET TO A POINT FOR A CORNER, SAID POINT BEING THE BEGINNING OF A NONTANGENT CIRCULAR CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01°08'45" AND A RADIUS OF 506.00 FEET, A CHORD BEARING OF S 25°46'38" E AND A CHORD LENGTH OF 10.12 FEET; SAID CORNER LYING IN THE NORTHWESTERLY LINE OF A PROPOSED VARIABLE WIDTH R.O.W. FOR SOUTH QUORUM/INWOOD CONNECTION;

THENCE IN A SOUTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 10.12 FEET TO A POINT FOR CORNER;

THENCE, S 72°59'00" W DEPARTING THE SAID CURVE A DISTANCE OF 54.70 FEET TO A POINT FOR CORNER, SAID CORNER LYING ON SAID COMMON R.O.W. LINE OF D.P.&L. CO. AND RAILROAD;

THENCE N 17°01'00" W ALONG SAID COMMON LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 539 SQUARE FEET OR 0.0124 ACRES OF LAND, MORE OR LESS.

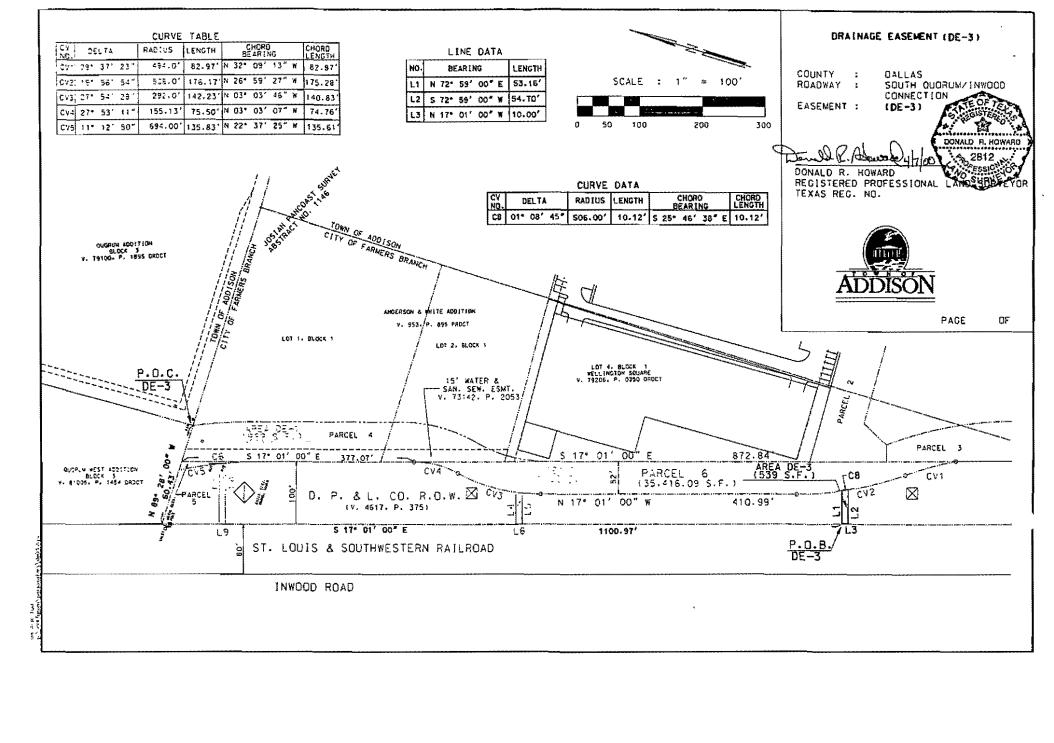
THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

DONALD R. HOWARD

Donald R. Howard, P.E., R.P.L.S.

Registered Professional Land Surveyor

Texas Registration No. 2812



EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

That TXU ELECTRIC COMPANY, a Texas Corporation, hereinafter termed Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by the TOWN OF ADDISON, has granted, sold and conveyed and by these presents does hereby grant unto the Town of Addison, 16801 Westgrove Drive, P.O. Box 9010, Addison, Texas 75001-9010, a Municipal Corporation, its successors and assigns, hereinafter referred to as Grantee, a nonexclusive easement or right of way for the construction, operations and maintenance of a drainage easement, DE-2, hereinafter referred to as Grantee's Facility, in, under, over and across the following described property:

On Exhibit "A" attached hereto and made a part hereof for all intent and purposes.

1. Construction of Grantee's Facility. This easement and right of way, together with all rights and privileges hereby granted, may be used by Grantee, its successors and assigns, for the location, construction, reconstruction, relocation, alteration, maintenance, inspection, operation and removal of its facility; and Grantee, at all times, shall have the right of ingress and egress over and above the described property to and from said right of way. There is also granted to Grantee, its successors and assigns, a nonexclusive easement to use only so much of Grantor's remaining land, during temporary periods, as may be necessary for the construction and maintenance of said facility. Such use shall not interfere with Grantor's use of such property in the operation of its business and Grantee shall properly maintain such property during construction and at the conclusion of such construction remove all construction debris and other materials from such property and restore such property to the same condition it was in prior to the commencement of Grantee's construction thereon or in proximity thereto. Grantee, its agents or employees shall not use, cause or permit to be used any overhead lift or boom-type equipment, including but not limited to draglines, backhoes, cranes and industrial waste vehicles, within 15.0 feet of any of Grantor's overhead electric conductors. Further, Grantee shall be responsible for assuring that adequate clearance be maintained between the Grantee's and Grantor's facility, in accordance with the National Electrical Safety Code and all other applicable laws, rules, regulations and orders adopted by governmental authorities. Grantee shall contact Grantor's General Offices and advise Grantor's Maintenance and Construction Section of the Substation and Transmission Department at, (972) 721-6281,

at least two (2) working days prior to commencing any work on Grantor=s right of way.

- 2. <u>Liability for Damages</u>. Grantor shall not be liable to Grantee for any damage to said easement or Grantee's facility or other contents thereof, except when caused by the willful misconduct of Grantor, its agents, servants or employees. Grantor and Grantee each agree that if any claim or liability shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them in proportion to their negligence. 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 solely for the benefit of the parties hereto.
- 3. <u>Compliance with Laws</u>. Grantee shall, at its own cost and expense, comply with all applicable laws, rules, regulations, and orders issued by any governmental authority relating to Grantee's installation, operation and maintenance of said facility. Grantee agrees to be responsible for and indemnify and hold Grantor harmless from and against any and all claims, demands, penalties, fines, liabilities (including attorney's fees) incurred relating to any violation or alleged violation of such laws, rules, regulations or orders resulting from Grantee's acts or omissions, as well as for any and all damages or expenses incurred as a result of Grantee's installation, operation, or maintenance of said facility on Grantor's hereinabove described property.
- 4. <u>Termination of Easement</u>. This easement shall continue only so long as Grantee shall use this right of way for the purpose herein described and the same shall immediately lapse and terminate upon cessation of such use. Upon termination of this easement or right of way for any reason, Grantee shall restore the property hereinabove described to the same condition that such property was in at the beginning of the term of this agreement, ordinary wear and tear for the purpose herein authorized excepted.
- 5. <u>Easement Subject to Lien</u> Mortgage. TXU Electric Company Mortgage and Deed of Trust, dated as of December 1, 1983, as supplemented, between the Company and The Bank of New York.
- 6. <u>Nonwaiver of Franchise</u>. This easement is granted subject to the terms, conditions and provisions of Grantor's franchise with the Town of Addison. In no event, shall the terms, conditions and provisions herein contained altar, modify, amend or revoke any of the terms, conditions and provisions of the franchise.
- 7. Relocation of Grantee's Facility. Whenever by reason of Grantor's use of its hereinabove described property, for any purpose whatsoever, it shall be deemed necessary by Grantor to remove, alter, change, adapt, or conform the facility of Grantee, such alterations or changes shall be made as soon as practicable by Grantee when

ordered in writing by Grantor, without claim for reimbursement or damages against Grantor; provided, however, if said requirements impose a material financial hardship upon Grantee, the Grantee shall have the right to present alternative proposals for Grantor's consideration. Grantor shall not require Grantee to remove its facility entirely from the hereinabove described easement unless suitable alternatives are available for relocation at reasonable cost, but in any event Grantee shall be required to relocate such facility within the hereinabove described easement so that such facility does not impair the use of such property by Grantor in the operation of its business.

- 8. <u>Location of Grantee's Facility</u>. Grantee shall locate its facility within the easement so as not to interfere with any of Grantor's facility. Grantee shall reimburse Grantor for any and all costs and expenses incurred by Grantor for any relocation or alteration of its property or facility located on or near the easement that Grantor, in its reasonable discretion, determines are subject to physical interference from Grantee's facility or from the exercise by Grantee of any of its rights hereunder.
- 9. Relief from Assessments. A part of the consideration of this easement and a condition hereof 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 or any such improvements made subsequent to this grant. The acceptance of this easement 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.
- 10. <u>Use of Easement</u>. Subject to Grantor's right to cause relocation of Grantee's facility under the circumstances set forth in paragraph seven above, and unless such relocation is required pursuant thereto, Grantor shall not (without the prior written consent of Grantee) construct or place within the above described right of way any building, fence, tree, shrub, or any other structure, improvement or growth which may endanger or in any way interfere with the construction, efficiency or convenient operation and maintenance of said facility, and Grantee shall, at all times, after notice to, and consultation with, Grantor (as may be reasonable under the circumstances) have the right to remove and keep removed, all or parts of any building, fence, tree, shrub, or other structure, improvement or growth of any character which, in the reasonable judgment of Grantee, may endanger or in any way interfere with the construction, efficiency or convenient operation and maintenance of said facility.
- 11. <u>Headings</u>. Headings used in this instrument are for the convenience of the parties only and shall not be considered in construing any provision hereof.

TO HAVE AND TO HOLD the above described easement and rights unto the Town of Addison, its successors and assigns, for the purposes aforesaid and upon the conditions herein stated until the facility covered by this easement be abandoned for use by the Town 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 Grantor herein, its successors and assigns, and no act or omission on the part of them shall be construed as a waiver of the enforcement of such condition.

AND it hereby binds itself, its successors, legal representatives and assigns, to WARRANT AND FOREVER DEFEND all and singular the above described easement and rights unto the Town 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 Grantor, but not otherwise.

EXECUTED as of this ______

day of

2000.

GRANTOR

TXU ELECTRIC COMPANY

W. Kyle Ray

Attorney In Fact

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared W. Kyle Ray, Attorney In Fact, TXU Electric 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 TXU Electric Company, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND	O AND SEAL OF OFFICE this, A.D. 2000.	_ day of
Laura A. DeLaPaz Notary Public, State of Texas My Commission Exp. 02-20-2002	Rouna Q. De La Paz Notary Public in and for the State of Texas	

EXHIBIT "A"

COUNTY:

DALLAS

ROADWAY:

SOUTH QUORUM/INWOOD CONNECTION

10' DRAINAGE EASEMENT:

DE-2

DRAINAGE EASEMENT NO. 2

BEING A 502 SQUARE FOOT TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS. IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF A 100-FOOT RIGHT-OF-WAY CONVEYED TO D.P.&L. CO. ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3. QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100. PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3. QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, N 89°28'00" W A DISTANCE OF 165.32 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID QUORUM WEST ADDITION SAID POINT ALSO LYING IN THE SOUTHWEST LINE OF SAID 100 FOOT D.P.&L. CO RIGHT-OF-WAY, A COMMON LINE WITH ST. LOUIS AND SOUTHWESTERN RAILROAD (A 80 FOOT R.O.W.):

THENCE, S 17°01'00" E ALONG THE PREVIOUSLY MENTIONED COMMON LINE OF D.P.&L. AND RAILROAD A DISTANCE OF 577.19 FEET TO THE POINT OF BEGINNING;

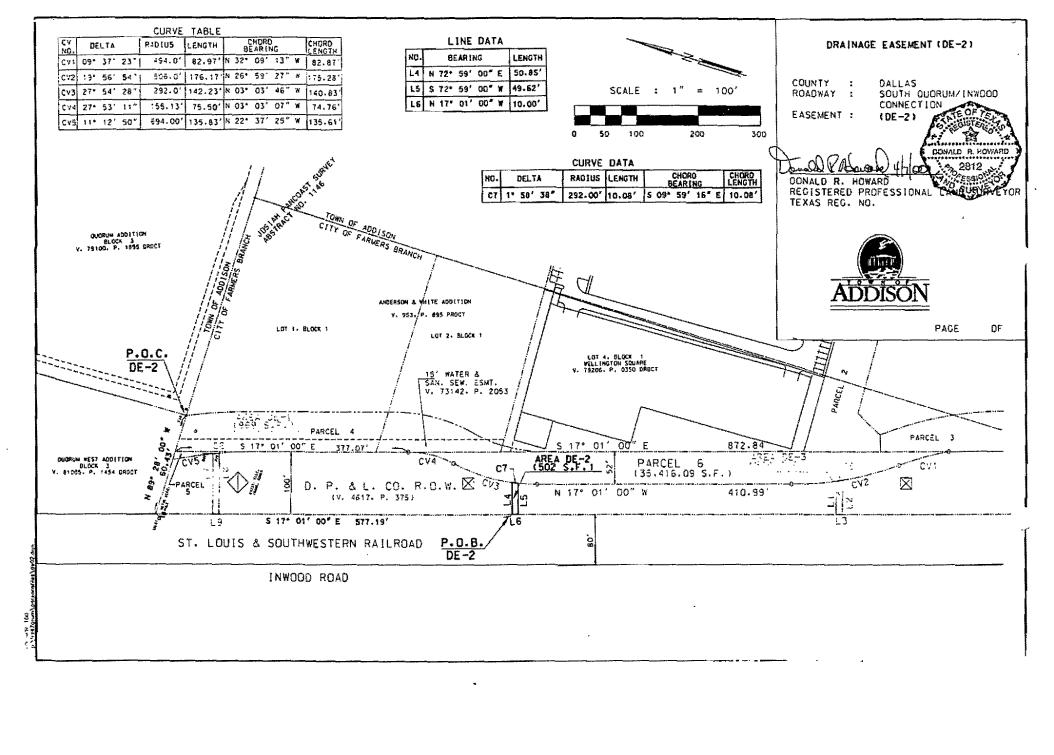
THENCE, N 72°59'00" E AND DEPARTING THE SAID COMMON LINE A DISTANCE OF 50.85 FEET TO A POINT FOR A CORNER. SAID POINT BEING ON A NONTANGENT CIRCULAR CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01°58'38" AND A RADIUS OF 292.00 FEET, A CHORD BEARING OF S 09°59'16" E AND A CHORD LENGTH OF 10.08 FEET; SAID CORNER LYING IN THE NORTHWESTERLY LINE OF A PROPOSED VARIABLE WIDTH R.O.W. FOR SOUTH QUORUM/INWOOD CONNECTION;

THENCE IN A SOUTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 10.08 FEET TO A POINT FOR CORNER;

THENCE, S 72°59'00" W DEPARTING THE SAID CURVE A DISTANCE OF 49.62 FEET TO A POINT FOR CORNER, SAID CORNER LYING ON SAID COMMON R.O.W. LINE OF D.P.&L. CO. AND RAILROAD:

THENCE N 17°01'00" W ALONG SAID COMMON LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 502 SQUARE FEET OR 0.012 ACRES OF LAND. MORE OR LESS.

Donald R. Howard, P.E., R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 2812



EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

That **TXU ELECTRIC COMPANY**, a Texas Corporation, hereinafter termed Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by the **TOWN OF ADDISON**, has granted, sold and conveyed and by these presents does hereby grant unto the Town of Addison, 16801 Westgrove Drive, P.O. Box 9010, Addison, Texas 75001-9010, a Municipal Corporation, its successors and assigns, hereinafter referred to as Grantee, a nonexclusive easement or right of way for the construction, operations and maintenance of a drainage easement, DE-1, hereinafter referred to as Grantee's Facility, in, under, over and across the following described property:

On Exhibit "A" attached hereto and made a part hereof for all intent and purposes.

Construction of Grantee's Facility. This easement and right of way, together 1. with all rights and privileges hereby granted, may be used by Grantee, its successors and assigns, for the location, construction, reconstruction, relocation, alteration, maintenance, inspection, operation and removal of its facility; and Grantee, at all times, shall have the right of ingress and egress over and above the described property to and from said right of way. There is also granted to Grantee, its successors and assigns, a nonexclusive easement to use only so much of Grantor's remaining land, during temporary periods, as may be necessary for the construction and maintenance of said facility. Such use shall not interfere with Grantor's use of such property in the operation of its business and Grantee shall properly maintain such property during construction and at the conclusion of such construction remove all construction debris and other materials from such property and restore such property to the same condition it was in prior to the commencement of Grantee's construction thereon or in proximity thereto. Grantee, its agents or employees shall not use, cause or permit to be used any overhead lift or boom-type equipment, including but not limited to draglines, backhoes, cranes and industrial waste vehicles, within 15.0 feet of any of Grantor's overhead electric conductors. Further, Grantee shall be responsible for assuring that adequate clearance be maintained between the Grantee's and Grantor's facility, in accordance with the National Electrical Safety Code and all other applicable laws, rules, regulations and orders adopted by governmental authorities. Grantee shall contact Grantor's General Offices and advise Grantor's Maintenance and Construction Section of the Substation and Transmission Department at, (972) 721-6281,

at least two (2) working days prior to commencing any work on Grantor=s right of way.

- 2. <u>Liability for Damages</u>. Grantor shall not be liable to Grantee for any damage to said easement or Grantee's facility or other contents thereof, except when caused by the willful misconduct of Grantor, its agents, servants or employees. Grantor and Grantee each agree that if any claim or liability shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them in proportion to their negligence. 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 solely for the benefit of the parties hereto.
- 3. <u>Compliance with Laws</u>. Grantee shall, at its own cost and expense, comply with all applicable laws, rules, regulations, and orders issued by any governmental authority relating to Grantee's installation, operation and maintenance of said facility. Grantee agrees to be responsible for and indemnify and hold Grantor harmless from and against any and all claims, demands, penalties, fines, liabilities (including attorney's fees) incurred relating to any violation or alleged violation of such laws, rules, regulations or orders resulting from Grantee's acts or omissions, as well as for any and all damages or expenses incurred as a result of Grantee's installation, operation, or maintenance of said facility on Grantor's hereinabove described property.
- 4. <u>Termination of Easement</u>. This easement shall continue only so long as Grantee shall use this right of way for the purpose herein described and the same shall immediately lapse and terminate upon cessation of such use. Upon termination of this easement or right of way for any reason, Grantee shall restore the property hereinabove described to the same condition that such property was in at the beginning of the term of this agreement, ordinary wear and tear for the purpose herein authorized excepted.
- 5. <u>Easement Subject to Lien Mortgage</u>. TXU Electric Company Mortgage and Deed of Trust, dated as of December 1, 1983, as supplemented, between the Company and The Bank of New York.
- 6. <u>Nonwaiver of Franchise</u>. This easement is granted subject to the terms, conditions and provisions of Grantor's franchise with the Town of Addison. In no event, shall the terms, conditions and provisions herein contained altar, modify, amend or revoke any of the terms, conditions and provisions of the franchise.
- 7. Relocation of Grantee's Facility. Whenever by reason of Grantor's use of its hereinabove described property, for any purpose whatsoever, it shall be deemed necessary by Grantor to remove, alter, change, adapt, or conform the facility of Grantee, such alterations or changes shall be made as soon as practicable by Grantee when

ordered in writing by Grantor, without claim for reimbursement or damages against Grantor; provided, however, if said requirements impose a material financial hardship upon Grantee, the Grantee shall have the right to present alternative proposals for Grantor's consideration. Grantor shall not require Grantee to remove its facility entirely from the hereinabove described easement unless suitable alternatives are available for relocation at reasonable cost, but in any event Grantee shall be required to relocate such facility within the hereinabove described easement so that such facility does not impair the use of such property by Grantor in the operation of its business.

- 8. <u>Location of Grantee's Facility</u>. Grantee shall locate its facility within the easement so as not to interfere with any of Grantor's facility. Grantee shall reimburse Grantor for any and all costs and expenses incurred by Grantor for any relocation or alteration of its property or facility located on or near the easement that Grantor, in its reasonable discretion, determines are subject to physical interference from Grantee's facility or from the exercise by Grantee of any of its rights hereunder.
- 9. Relief from Assessments. A part of the consideration of this easement and a condition hereof 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 or any such improvements made subsequent to this grant. The acceptance of this easement 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.
- 10. <u>Use of Easement.</u> Subject to Grantor's right to cause relocation of Grantee's facility under the circumstances set forth in paragraph seven above, and unless such relocation is required pursuant thereto, Grantor shall not (without the prior written consent of Grantee) construct or place within the above described right of way any building, fence, tree, shrub, or any other structure, improvement or growth which may endanger or in any way interfere with the construction, efficiency or convenient operation and maintenance of said facility, and Grantee shall, at all times, after notice to, and consultation with, Grantor (as rnay be reasonable under the circumstances) have the right to remove and keep removed, all or parts of any building, fence, tree, shrub, or other structure, improvement or growth of any character which, in the reasonable judgment of Grantee, may endanger or in any way interfere with the construction, efficiency or convenient operation and maintenance of said facility.
- 11. <u>Headings</u>. Headings used in this instrument are for the convenience of the parties only and shall not be considered in construing any provision hereof.

TO HAVE AND TO HOLD the above described easement and rights unto the Town of Addison, its successors and assigns, for the purposes aforesaid and upon the conditions herein stated until the facility covered by this easement be abandoned for use by the Town 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 Grantor herein, its successors and assigns, and no act or omission on the part of them shall be construed as a waiver of the enforcement of such condition.

AND it hereby binds itself, its successors, legal representatives and assigns, to WARRANT AND FOREVER DEFEND all and singular the above described easement and rights unto the Town 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 Grantor, but not otherwise.

EXECUTED as of this _____ day of _

GRANTOR

TXU ELECTRIC COMPANY

W. Kyle Ray

Attorney In Fact

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared W. Kyle Ray, Attorney In Fact, **TXU** Electric 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 TXU Electric Company, for the purposes and consideration therein expressed and in the capacity therein stated.

EXHIBIT "A"

COUNTY:

DALLAS

ROADWAY:

SOUTH QUORUM/INWOOD CONNECTION

10' DRAINAGE EASEMENT:

DE-1

DRAINAGE EASEMENT NO. 1

BEING A 969 SQUARE FOOT TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF A 100-FOOT RIGHT-OF-WAY CONVEYED TO D.P.&L. CO. ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3. QUORUM ADDITION. AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS. ACORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, N 89°28'00" W A DISTANCE OF 165.32 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID QUORUM WEST ADDITION SAID POINT ALSO LYING IN THE SOUTHWEST LINE OF SAID 100 FOOT D.P.&L. CO RIGHT-OF-WAY, A COMMON LINE WITH ST. LOUIS AND SOUTHWESTERN RAILROAD (A 80 FOOT R.O.W.);

THENCE, S 17°01'00" E ALONG THE PREVIOUSLY MENTIONED COMMON LINE OF D.P.&L. AND RAILROAD A DISTANCE OF 92.38 FEET TO THE POINT OF BEGINNING:

THENCE, N 72°59'00" E AND DEPARTING THE SAID COMMON LINE A DISTANCE OF 96.46 FEET TO A POINT FOR A CORNER, SAID POINT BEING THE BEGINNING OF A NONTANGENT CIRCULAR CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00°49'45" AND A RADIUS OF 694.00 FEET, A CHORD BEARING OF S 22°23'38" E AND A CHORD LENGTH OF 10.04 FEET;

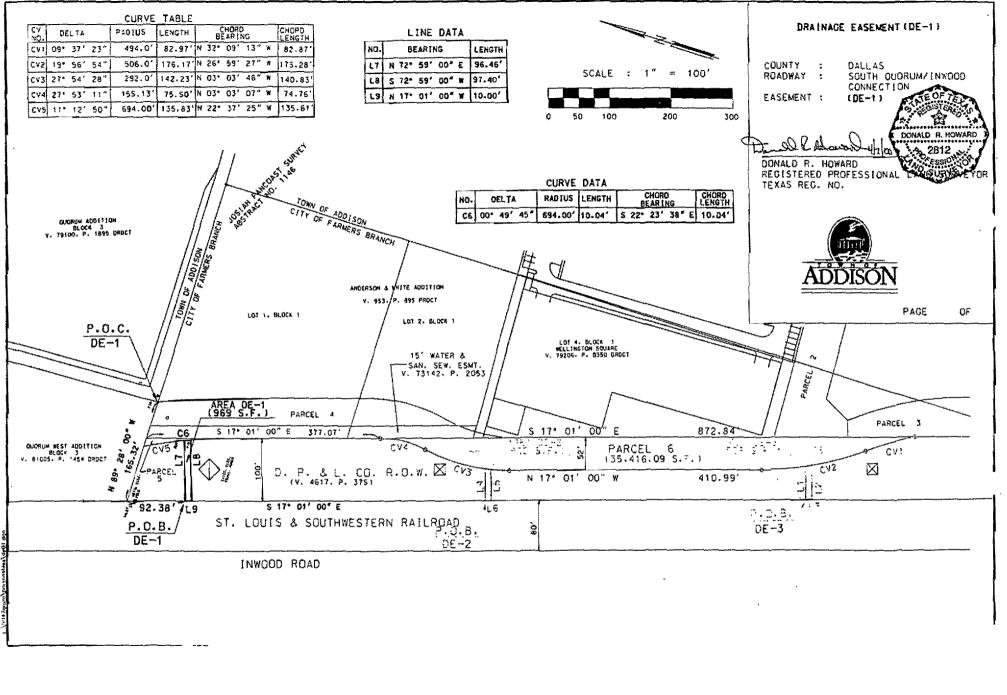
THENCE IN A SOUTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 10.04 FEET TO A POINT FOR CORNER, LYING IN THE NORTHWESTERLY LINE OF A PROPOSED VARIABLE WIDTH R.O.W. FOR SOUTH QUORUM/INWOOD CONNECTION;

THENCE, S 72°59'00" W DEPARTING THE SAID CURVE A DISTANCE OF 97,40 FEET TO A POINT FOR CORNER, SAID CORNER LYING ON SAID COMMON R.O.W. LINE OF D.P.&L. CO. AND RAILROAD;

THENCE N 17°01'00" W ALONG SAID COMMON LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 969 SQUARE FEET OR 0.0207 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

Donald R. Howard, P.E., R.P.L.S. Registered Professional Land Surveyor Texas Registration No. 2812





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Public Wo	orks / Enginee	ering	RE:	Inwood/S.	Que sum
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Addison, Te: Telephone: (Fax: (214) 931-6643		au	
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GENTLE	MAN:				
	RE SENDING				the following items:
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☐ Cop	y of letter	☐ Change order			
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□ For	approval	☐ Approved as sub	mitted		copies for approval
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LETTER OF TRANSMITTAL

SIGNED:

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

TRANSMITTAL

Project 9947 Date: April 7, 2000 ITEMS SENT: ELECTRONIC FILES BLUELINES SEPIAS CORRESPONDENCE RENDERINGS XEROX SPECIFICATIONS Copies Item Description Drainage Fasements 1 through 4	To: Company: Subject:	Mr. Jim Pierce, Jr., P.E. Assistant City Engineer Town of Addison 16801 Westgrove Drive Addison, Texas 75001 South Quorum/ Inwood Connection Drainage Easements	From: Mori Akhavan, P.E. Dal-Tech Engineering, Inc. 17311 Dallas Parkway Suite 200 Dallas, Texas 75248 (972) 250-2727 (972) 250-4774 Fax
ITEMS SENT:ELECTRONIC FILESBLUELINESSEPIASCORRESPONDENCERENDERINGS ✓ XEROXSPECIFICATIONS Copies Item Description		•	
BLUELINESSEPIASCORRESPONDENCERENDERINGS XEROXSPECIFICATIONS Copies Item Description	Date:	April 7, 2000	
BLUELINESSEPIASCORRESPONDENCERENDERINGS XEROXSPECIFICATIONS Copies Item Description			
RENDERINGS	ITEMS SENT	ELECTRONIC FI	LES
Copies Item Description	BLUI	ELINES SEPIAS	CORRESPONDENCE
	REN	NDERINGS✓ XEROX	SPECIFICATIONS
4 Drainage Fasements 1 through 4	Copies It	tem Description	
Diamage Dasements I through 4	4	Drainage Easements 1 through 4	
	And Andreadil		
TRANSMITTED AS FOLLOWS:	TRANSMITTI	ED AS FOLLOWS:	
FOR YOUR USEFOR APPROVALRESUBMITTED	_✓ FOR Y	OUR USE FOR APPRO	OVAL RESUBMITTED
TO BE RETURNED FOR COMMENT OTHER	то ве	RETURNED FOR COMM	ENT OTHER
Debrui\0947\transmit\2947.tra.doc Mori Akhavan, P.E.	W. f. Wagara		Muse .

April 17, 2000

MEMORANDUM

To:

Chris Terry, Assistant City Manager

Through:

Mike Murphy, P.E., Director of Public Works

From:

Jim Pierce, P.E., Assistant City Engineer

Subject:

Inwood/S.Quorum Access, Phase 1, Landmark Extension - Easement to TXU

4-20-00 Reviewed with Oreg Hilton Casement Not Weeded

The power supply for the traffic signal controller cabinet for this project requires that a padmounted transformer be located on Town property (former First City Bank property). See attached Easement Exhibit. This in turn requires that the Town grant an easement to TXU Electric for the installation of the transformer.

A proposed Easement And Right Of Way document and Property Description is attached for the easement needed. The documents have been reviewed and approved by our attorney. Staff recommends that the City Manager be authorized to sign the easement document granting the necessary easement to TXU Electric Company.

EXHIBIT "A"

COUNTY:

DALLAS

ROADWAY:

SOUTH QUORUM/INWOOD CONNECTION

TXU-1

EASEMENT NO. 1

10' EASEMENT:

BEING A 200 SQUARE FOOT TRACT OF LAND SITUATED IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, TOWN OF ADDISON, DALLAS COUNTY, TEXAS AND BEING PART OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON ACCORDING TO THE PLAT RECORDED IN VOLUME 81055, PAGE 1454, DEED RECORDS DALLAS COUNTY TEXAS (D.R.D.C.T.) AND ALSO BEING PART OF A CALLED 1.881 ACRE TRACT OF LAND CONVEYED TO THE TOWN OF ADDISION ACCORDING TO THE DEED RECORDED IN VOLUME 97199, PAGE 1486, D.R.D.C.T., SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 'A" IRON ROD FOR AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, ALSO BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, N 89°28'00" W A DISTANCE OF 165.32 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID QUORUM WEST ADDITION SAID POINT LYING IN THE SOUTHEAST RIGHT-OF-WAY LINE OF THE ST. LOUIS AND SOUTHWESTERN RAILROAD (A 80 FOOT R.O.W.);

THENCE, N 17°01'00" W ALONG THE SAID SOUTHEAST LINE A DISTANCE OF 286.70 FEET TO THE POINT OF BEGINNING:

THENCE, N 17°01'00" W CONTINUING ALONG THE SAID SOUTHEAST LINE A DISTANCE OF 20.00 FEET TO A POINT FOR A CORNER;

THENCE S 72°58'23" E AND DEPARTING THE SAID SOUTHEAST LINE A DISTANCE OF 10.00 FEET TO A POINT FOR A CORNER;

THENCE \$ 17°01'00" E A DISTANCE OF 20,00 FEET TO A POINT FOR A CORNER;

THENCE N 72°58'23" W A DISTANCE OF 10,00 FEET TO THE POINT OF BEGINNING AND CONTAINING 200 SQUARE FEET OR .0046 ACRES OF LAND MORE OR LESS.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

EXHIBIT "A"

COUNTY:

DALLAS

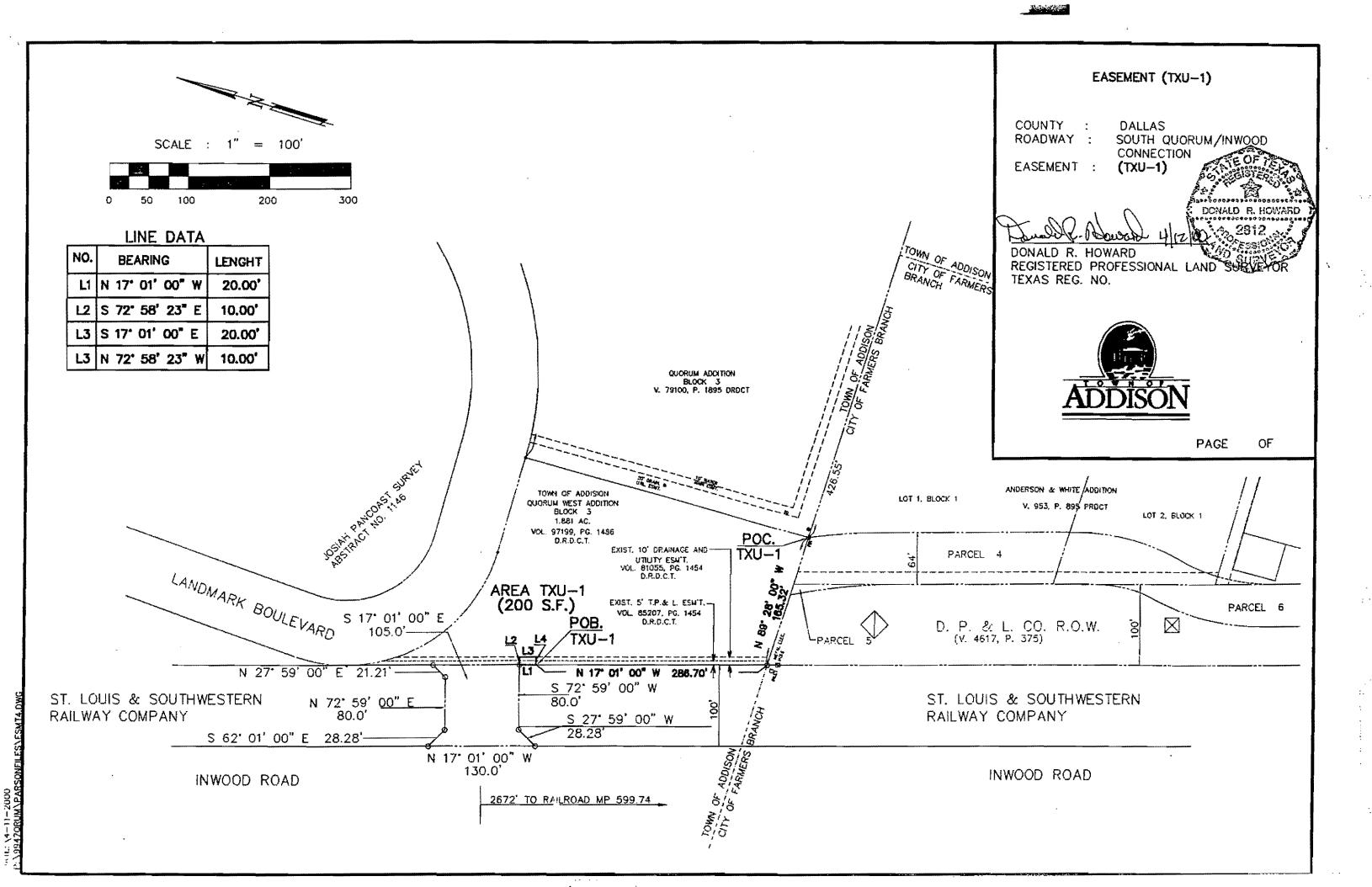
ROADWAY:

10' EASEMENT:

SOUTH QUORUM/INWOOD CONNECTION

TXU-1

Donald R. Howard, P.E., R.P.L.S. Registered Professional Land Surveyor Texas Registration No. 2812



TOWN OF
ADDISON

LETTER OF TRANSMITTAL

ADDĪSÕN		DATE 4-10-00 JOB NO.			
		ATTENTION			
ublic Works / Engineering		FE Inwood/S. Quorum Access -			
6801 Westgrove • P.O. Box 1441 ddison, Texas 75001 - 9010	4010	Phase I, Landmark Extension			
elephone: 1214 450-2871 • Fax: (2 14) 931-6648				
911	972-450-2834	21449			
M. Tommy Ne	uson - 214	875-6771			
	Management				
300 5. St. 4	aut, Sente 301				
77.1/2	TX 75201				
EMILEMAN:		aday apparato acuar via			
WE ARE SENDING YOU		nder separate cover via the following items:			
☐ Shop Drawings		ans ☐ Samples ☐ Specifications			
☐ Copy of letter	☐ Change order ☐				
COPIES DATE NO.		DESCRIPTION			
	Cova Sheet and	Sheets 7 and 9 thru 14			
	of the cons	Sheets 7 and 9 thru 14 truction Drawings			
3	Drainger Face	ments DE-1, DE-2 & DE-3			
	PIGITICAL DES	7 3 - 4 3 - 3			
HESE ARE TRANSMITTED For approval	as checked below: ☐ Approved as submitted	☐ Resubmit copies for approval			
☐ For your use	☐ Approved as noted	☐ Submit copies for distribution			
☐ As requested	☐ Returned for corrections	☐ Return corrected prints			
☐ For review and comment		was a second second sections			
☐ FOR BIDS DUE	19	☐ PRINTS RETURNED AFTER LOAN TO US			
EMARKS We nee	o easements t	from TXU to 11/5 tall the			
storm drain	a shown in to	he plans. We have been working			
		the transmission towers relocated			
-					
and an eagement for the roadway. This is now completed.					
We are on a tight time schedule for this project					
So your prompt response will be most appreciated.					
PT-ease Call	me w 472-450	0-2879 If you have guestures			
OPY TO					
ulsel 4-13-00 this pi	rocess normally takes	3-4			
veeks.	- 1	SIGNED: Im tierce, F.E.			
- -					
	If enclosures are not as not	ed, please hotify/us at once.			

EXHIBIT "A"

COUNTY:

DALLAS

ROADWAY:

SOUTH QUORUM/INWOOD CONNECTION

10' DRAINAGE EASEMENT:

DE-3

DRAINAGE EASEMENT NO. 3

BEING A 539 SQUARE FOOT TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF A 100-FOOT RIGHT-OF-WAY CONVEYED TO D.P.&L. CO. ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, N 89°28'00" W A DISTANCE OF 165.32 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID QUORUM WEST ADDITION SAID POINT ALSO LYING IN THE SOUTHWEST LINE OF SAID 100 FOOT D.P.&L. CO RIGHT-OF-WAY, A COMMON LINE WITH ST. LOUIS AND SOUTHWESTERN RAILROAD (A 80 FOOT R.O.W.);

THENCE, S 17°01'00" E ALONG THE PREVIOUSLY MENTIONED COMMON LINE OF D.P.&L. AND RAILROAD A DISTANCE OF 1100.97 FEET TO THE POINT OF BEGINNING;

THENCE, N 72°59'00" E AND DEPARTING THE SAID COMMON LINE A DISTANCE OF 53.16 FEET TO A POINT FOR A CORNER, SAID POINT BEING THE BEGINNING OF A NONTANGENT CIRCULAR CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01°08'45" AND A RADIUS OF 506.00 FEET, A CHORD BEARING OF \$ 25°46'38" E AND A CHORD LENGTH OF 10.12 FEET; SAID CORNER LYING IN THE NORTHWESTERLY LINE OF A PROPOSED VARIABLE WIDTH R.O.W. FOR SOUTH QUORUM/INWOOD CONNECTION;

THENCE IN A SOUTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 10.12 FEET TO A POINT FOR CORNER;

THENCE, S 72°59'00" W DEPARTING THE SAID CURVE A DISTANCE OF 54.70 FEET TO A POINT FOR CORNER, SAID CORNER LYING ON SAID COMMON R.O.W. LINE OF D.P.&L. CO. AND RAILROAD;

THENCE N 17°01'00" W ALONG SAID COMMON LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 539 SQUARE FEET OR 0.0124 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

Donald R. Howard, P.E., R.P.L.S.
Registered Professional Land Surveyor

Texas Registration No. 2812

EXHIBIT "A"

COUNTY:

DALLAS

ROADWAY:

SOUTH QUORUM/INWOOD CONNECTION

10' DRAINAGE EASEMENT:

DE-2

DRAINAGE EASEMENT NO. 2

BEING A 502 SQUARE FOOT TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS. IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF A 100-FOOT RIGHT-OF-WAY CONVEYED TO D.P.&L. CO. ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3. QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS. AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, N 89°28'00" W A DISTANCE OF 165.32 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID QUORUM WEST ADDITION SAID POINT ALSO LYING IN THE SOUTHWEST LINE OF SAID 100 FOOT D.P.&L. CO RIGHT-OF-WAY, A COMMON LINE WITH ST. LOUIS AND SOUTHWESTERN RAILROAD (A 80 FOOT R.O.W.);

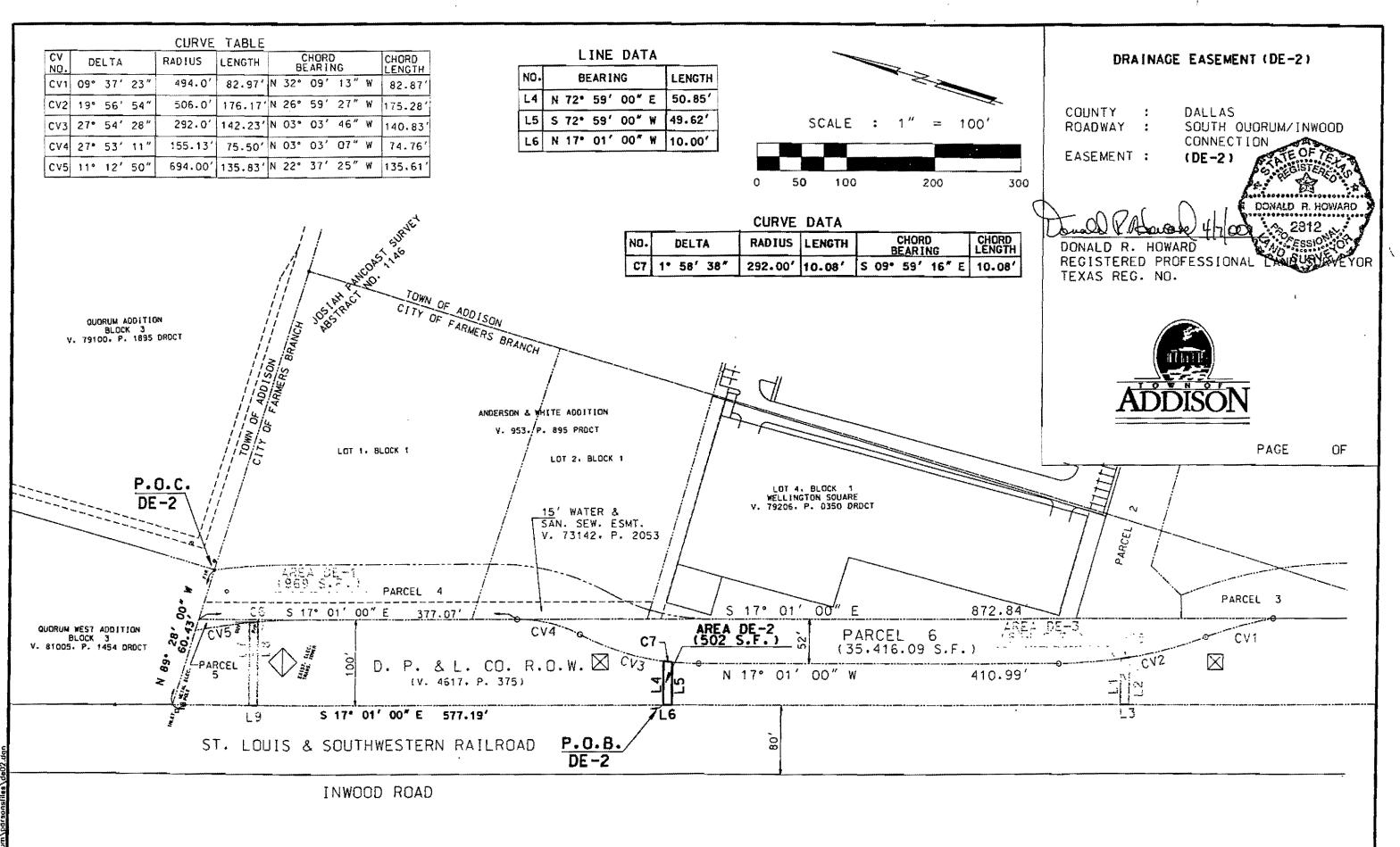
THENCE, S 17°01'00" E ALONG THE PREVIOUSLY MENTIONED COMMON LINE OF D.P.&L. AND RAILROAD A DISTANCE OF 577.19 FEET TO THE POINT OF BEGINNING:

THENCE, N 72°59'00" E AND DEPARTING THE SAID COMMON LINE A DISTANCE OF 50.85 FEET TO A POINT FOR A CORNER, SAID POINT BEING ON A NONTANGENT CIRCULAR CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01°58'38" AND A RADIUS OF 292.00 FEET, A CHORD BEARING OF S 09°59'16" E AND A CHORD LENGTH OF 10.08 FEET; SAID CORNER LYING IN THE NORTHWESTERLY LINE OF A PROPOSED VARIABLE WIDTH R.O.W. FOR SOUTH QUORUM/INWOOD CONNECTION;

THENCE IN A SOUTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 10.08 FEET TO A POINT FOR CORNER;

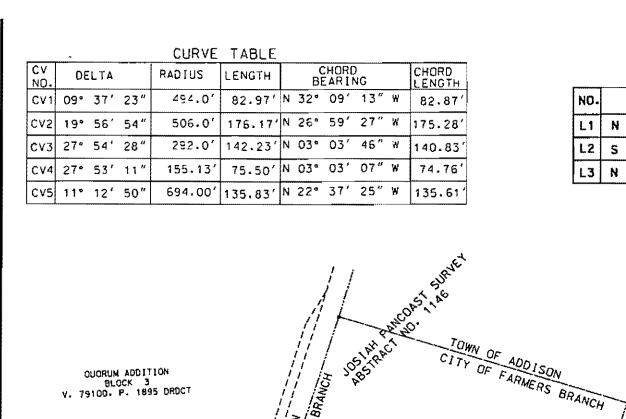
THENCE, \$ 72°59'00" W DEPARTING THE SAID CURVE A DISTANCE OF 49.62 FEET TO A POINT FOR CORNER, SAID CORNER LYING ON SAID COMMON R.O.W. LINE OF D.P.&L. CO. AND RAILROAD;

THENCE N 17°01'00" W ALONG SAID COMMON LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 502 SQUARE FEET OR 0.012 ACRES OF LAND. MORE OR LESS.



AFT 100

Donald R. Howard, P.E., R.P.L.S. Registered Professional Land Surveyor Texas Registration No. 2812



QUORUM ADDITION BLOCK 3 V. 79100. P. 1895 DRDCT

OUGRUM WEST ADDITION 8LOCK 3 V. 81005. P. 1454 DRDCT

P.O.C.

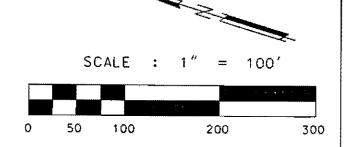
~

PARCEL

<u>19</u>

LINE DATA

NO.	BEARING					LENGTH
L1	N	72•	59′	00"	E	53.16'
L2	S	72*	59′	00"	W	54.70'
L3	N	17*	01′	00"	W	10.00



DRAINAGE EASEMENT (DE-3)

COUNTY : ROADWAY : DALLAS

SOUTH QUORUM/INWOOD CONNECTION

EASEMENT:

(DE-3)

DONALD R. HOWARD DONALD R. HOWARD REGISTERED PROFESSIONAL LAND TEXAS REG. NO.



PAGE

OF PARCEL 3 CV1 \boxtimes

CURVE DATA

CHORD LENGTH CHORD RADIUS LENGTH DELTA BEARING 01" 08" 45" 506.00' 10.12' S 25" 46' 38" E 10.12'

LOT 4. BLOCK 1 WELLINGTON SOUARE V. 79206. P. 0350 DRDCT

N 17° 01' 00" W

1100.97

ANDERSON & WHITE ADDITION V. 953./P. 895 PROCT

LOT 2. BLOCK 1

15' WATER &

— SAN. SEW. ESMT. V. 73142. P. 2053;

L6

S 17° 01' PARCEL

6 (35.416.09 S.F.)

410.99

872.84

P.O.B DE-3

INWOOD ROAD

LOT 1. BLOCK 1

S 17° 01' 00" E

PARCEL 4

377.07'

D. P. & L. CO. R.O.W. ⊠

(V. 4617. P. 375)

S 17° 01' 00" E

ST. LOUIS & SOUTHWESTERN RAILROAD

EXHIBIT "A"

COUNTY:

DALLAS

ROADWAY:

SOUTH QUORUM/INWOOD CONNECTION

10' DRAINAGE EASEMENT:

DE-1

DRAINAGE EASEMENT NO. 1

BEING A 969 SQUARE FOOT TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF A 100-FOOT RIGHT-OF-WAY CONVEYED TO D.P.&L. CO. ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3. QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS. ACORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005. PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, N 89°28'00" W A DISTANCE OF 165.32 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID QUORUM WEST ADDITION SAID POINT ALSO LYING IN THE SOUTHWEST LINE OF SAID 100 FOOT D.P.&L. CO RIGHT-OF-WAY, A COMMON LINE WITH ST. LOUIS AND SOUTHWESTERN RAILROAD (A 80 FOOT R.O.W.);

THENCE, S 17°01'00" E ALONG THE PREVIOUSLY MENTIONED COMMON LINE OF D.P.&L. AND RAILROAD A DISTANCE OF 92.38 FEET TO THE POINT OF BEGINNING;

THENCE, N 72°59'00" E AND DEPARTING THE SAID COMMON LINE A DISTANCE OF 96.46 FEET TO A POINT FOR A CORNER, SAID POINT BEING THE BEGINNING OF A NONTANGENT CIRCULAR CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00°49'45" AND A RADIUS OF 694.00 FEET, A CHORD BEARING OF S 22°23'38" E AND A CHORD LENGTH OF 10.04 FEET;

THENCE IN A SOUTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 10.04 FEET TO A POINT FOR CORNER, LYING IN THE NORTHWESTERLY LINE OF A PROPOSED VARIABLE WIDTH R.O.W. FOR SOUTH QUORUM/INWOOD CONNECTION;

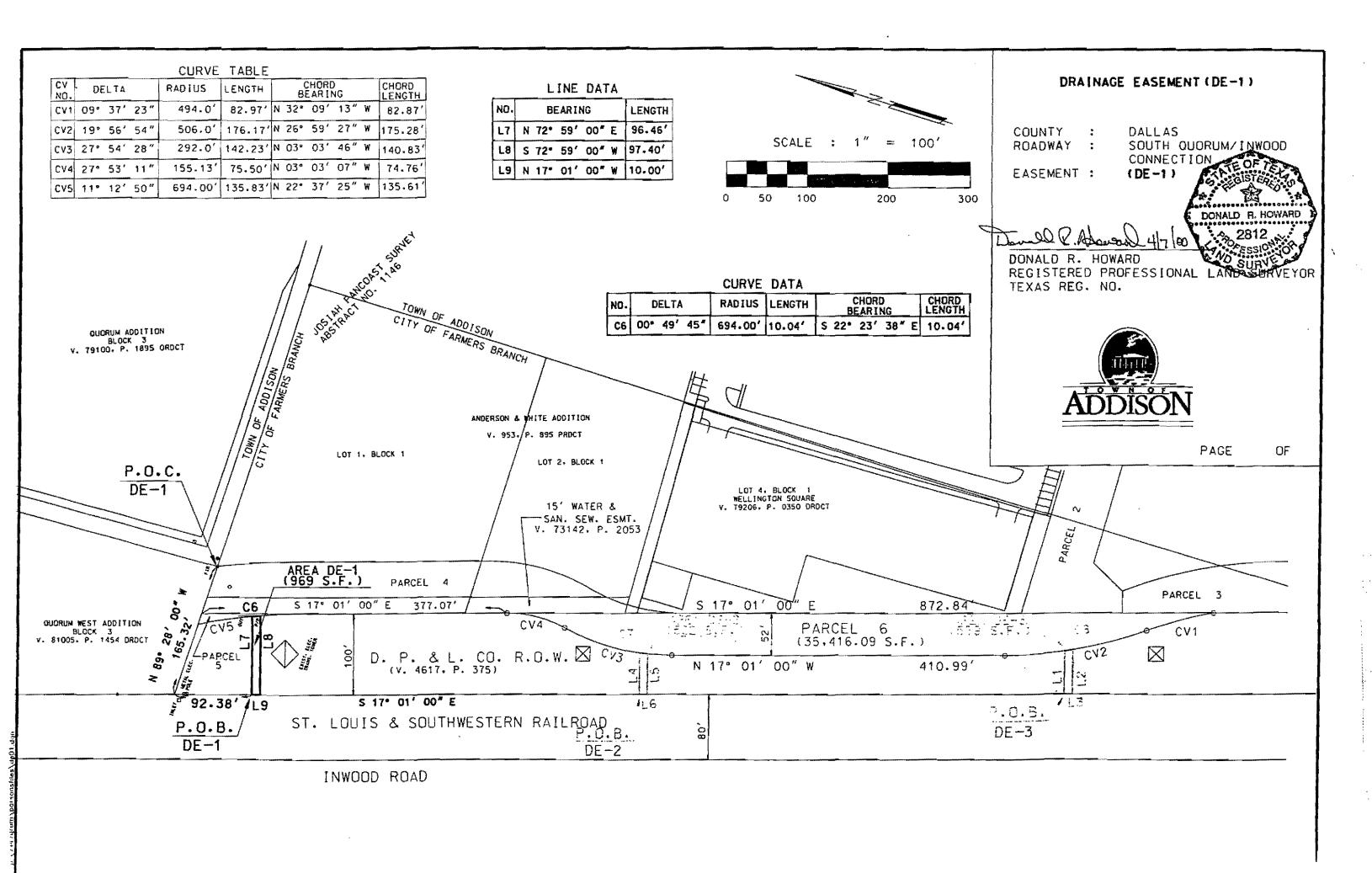
THENCE, S 72°59'00" W DEPARTING THE SAID CURVE A DISTANCE OF 97.40 FEET TO A POINT FOR CORNER, SAID CORNER LYING ON SAID COMMON R.O.W. LINE OF D.P.&L. CO. AND RAILROAD;

THENCE N 17°01'00" W ALONG SAID COMMON LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 969 SQUARE FEET OR 0.0207 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

Donald R. Howard, P.E., R.P.L.S.

Registered Professional Land Surveyor Texas Registration No. 2812





	A						
Ατή) NOZIC	Ī		DATE	4-10-00) JOB NO.	
<u> </u>				ATTENTIO		1	
	orks / Engi			RE:	Inwood,	15. Qu	orum accos
	estgrove • P.O. exas <i>75</i> 001	DOX 144		K	hase I-	Landn	renk Extense
	[214] 450-287	1 • Fax: (2	14] 931-6643			Abblidabbilida	
	7	m-					
<u>ه</u>	armen	110010					
-			****				
ENTLE			- Angeline	-			
	ARE SENDI	NG YOU	Attached	*			the following items:
	op Drawings		☐ Prints		☐ Samples	-	lions
∐ Co	py of letter		☐ Change order	<u> </u>	PPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPP		_
COPIES	DATE	NO.			DESCRIPTION		
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			Burpon	ele-		/	
			. /				
			:		****		***************************************

HEGE A	DE TOANG	MITTEN	as checked below:				AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA
	approval	WILL LED	☐ Approved as submit	tted	☐ Resubmit	copie	s for approval
4 For	ryour use		☐ Approved as noted		☐ Submit	copies f	for distribution
□ As	requested		☐ Returned for correct	tions	☐ Return	correcte	ed prints
☐ For	review and c	omment			HHHAAAAAAAAAAAAA		
□ FO	R BIDS DUE		1	9	☐ PRINTS RETU	JRNED AFTEF	RLOAN TO US
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	1 XU'S		rausmisse	on to	ur fi	garty	***************************************
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	t have	<u> </u>	ut a cope	<u> </u>	John M	ull.	
OPY TO)		/ /	(
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LETTER OF TRANSMITTAL

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



Public Works / Engineering

16801 Westgrove • P.O. Box 144

Addison, Texas 75001

GENTLEMAN:

☐ Shop Drawings

Telephone: (214) 450-2871 • Fax: (214) 931-6643

WE ARE SENDING YOU

то	_ >	John No	~_~	·
	U	Cowles	Z	Thompson

☑ Attached

☐ Prints

LETTER	OF 1	TRANSMITTAL
DATE 4-10.	-00	JOB NO.
ATTENTION		·
RE: Inw	nod/	S. Quorum
	***************************************	-

_____the following items:

□ Specifications

☐ Copy of letter	☐ Change order ☐	
COPIES DATE NO.	1	DESCRIPTION
7	TXII Parenen	t for roadway
		nathrustion
HESE ARE TRANSMITTED	as checked below:	
☐ For approval	☐ Approved as submitted	☐ Resubmit copies for approval
Defor your use	□ Approved as noted	☐ Submit copies for distribution
☐ As requested	☐ Returned for corrections	☐ Return corrected prints
☐ For review and comment		
☐ FOR BIDS DUE	19	☐ PRINTS RETURNED AFTER LOAN TO US
EMARKS		
OPY TO		_
		II , II

☐ Under separate cover via ___

☐ Samples

☐ Plans

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



TXU Electric PO Box 970 Ft. Worth, TX 76101-0970 Mike McWilliams, P.E.

Senior Engineer

Transmission Engineering

Tel: 817/215-6375 Fax: 817/215-6961

email: mmcwilliams@txu.com

April 5, 2000

Town of Addison Attn: Jim Pierce, P.E. Assistant City Engineer PO Box 9010 Addison, TX 75001-9010

Re: Quorum/Inwood Connector Project

Dear Mr. Pierce,

Enclosed for your files is a copy of the easement for the roadway to be located on the right-of-way of TXU Electric's North Lake-North Haven 138 kV Line. This easement has been fully executed and filed in the deed records of Dallas County.

If you have any questions or require additional information, please contact me.

Sincerely,

Mike McWilliams

Mile Millims

D-5275

STREET OR ROAD DEDICATION DEED

906545

02/25/00 Deed

2005422

\$25.00

STATE OF TEXAS

§ §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

That, TXU ELECTRIC COMPANY, a Texas corporation, hereinafter called "Grantor", for no consideration but as a gift to the TOWN OF ADDISON, TEXAS, 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 is used for street or road purposes, and subject to the reservations hereinafter set forth, all that tract or parcel of land more particularly described as Parcels 5 and 6 on Exhibits "A" and "B" 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.

LAURA DELAPAZ
TXU BUSINESS SERVICES
CORPORATE DOCUMENT SERVICES
TO BOY 139083

PO BOX 139083 DALLAS, TX 75313-9083

STREET OR ROAD DEDICATION DEED

This dedication deed, subject to all liens of record, is granted upon the conditions that the street or 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.

TXU ELECTRIC COMPANY.

W. Kyle Ray

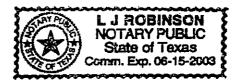
Attorney in fact

STATE OF TEXAS	8
	8
COUNTY OF DALLAS	8

BEFORE ME, the undersigned authority, on this day personally appeared W. KYLE RAY, known to me to be the person whose name is subscribed to the foregoing document as the Attorney in fact for TXU ELECTRIC COMPANY the party thereto, and acknowledged to me that he executed the same as attorney in fact for the said TXU Electric Company and that the said executed the same by and through him for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of sublucty, A.D. 2000

Notary Public, State of Texas



COUNTY:

DALLAS

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL

5

PARCEL 5

BEING A 0.0130 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF A 100 FOOT RIGHT--OF-WAY CONVEYED TO D. P. & L. CO. ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST (ALSO CALLED NORTH 89 DEGREES 27 MINUTES 36 SECONDS WEST) A DISTANCE OF 60.43 FEET TO A 1/2" IRON ROD FOR CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L CD. RIGHT-OF-WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID NORTHEAST LINE OF THE 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST A DISTANCE OF 130.77 FEET TO A POINT FOR CORNER, SAID POINT ALSO LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING CENTRAL ANGLE OF 11 DEGREES 12 MINUTES 50 SECONDS, A RADIUS OF 694.0 FEET, A CHORD BEARING OF NORTH 22 DEGREES 37 MINUTES 25 SECONDS WEST AND A CHORD LENGTH OF 135.61 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 135.83 FEET TO A POINT FOR CORNER LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST) A DISTANCE OF 13.90 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 566.03 SQUARE FEET OR 0.0130 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

RONALD A. YOUNG

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 2960

PAGE 1 OF 1

COUNTY:

DALLAS

ROADWAY

SOUTH QUORUM/INWOOD CONNECTION

PARCEL :

6

PARCEL 6

BEING A 0.8130 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF A 100 FOOT RIGHT-OF-WAY CONVEYED TO D. P. & L. CO. ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS:

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST (ALSO CALLED NORTH 89 DEGREES 27 MINUTES 36 SECONDS WEST) A DISTANCE OF 50.43 FEET TO A 1/2" IRON ROD FOR CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY;

THENCE ALONG THE SAID NORTHEAST LINE OF THE 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 377.07 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D. P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 872,84 FEET TO A POINT FOR CORNER, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 23 SECONDS, A RADIUS OF 494.0 FEET, A CHORD BEARING OF NORTH 32 DEGREES 09 MINUTES 13 SECONDS WEST AND A CHORD LENGTH OF 82.87 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 82.97 FEET TO A POINT FOR REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 54 SECONDS, A RADIUS OF 506.0 FEET. A CHORD BEARING OF NORTH 26 DEGREES 59 MINUTES 27 SECONDS WEST AND A CHORD LENGTH OF 175.28 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 176.17 FEET TO A POINT FOR CORNER:

THENCE NORTH 17 DEGREES D1 MINUTES OO SECONDS WEST A DISTANCE OF 410.99 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27 DEGREES 54 MINUTES 28 SECONDS, A RADIUS OF 292.0 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 46 SECONDS WEST AND A CHORD LENGTH OF 140.83 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 142.23 FEET TO A POINT OF REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 53 MINUTES 11 SECONDS, A RADIUS OF 155.13 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 07 SECONDS WEST AND A CHORD LENGHT OF 74.76 FEET:

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 75.50 FEET TKO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 35,416.09 SQUARE FEET OR 0.8130 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NEW LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350 PA

RONALD A. YOUNG

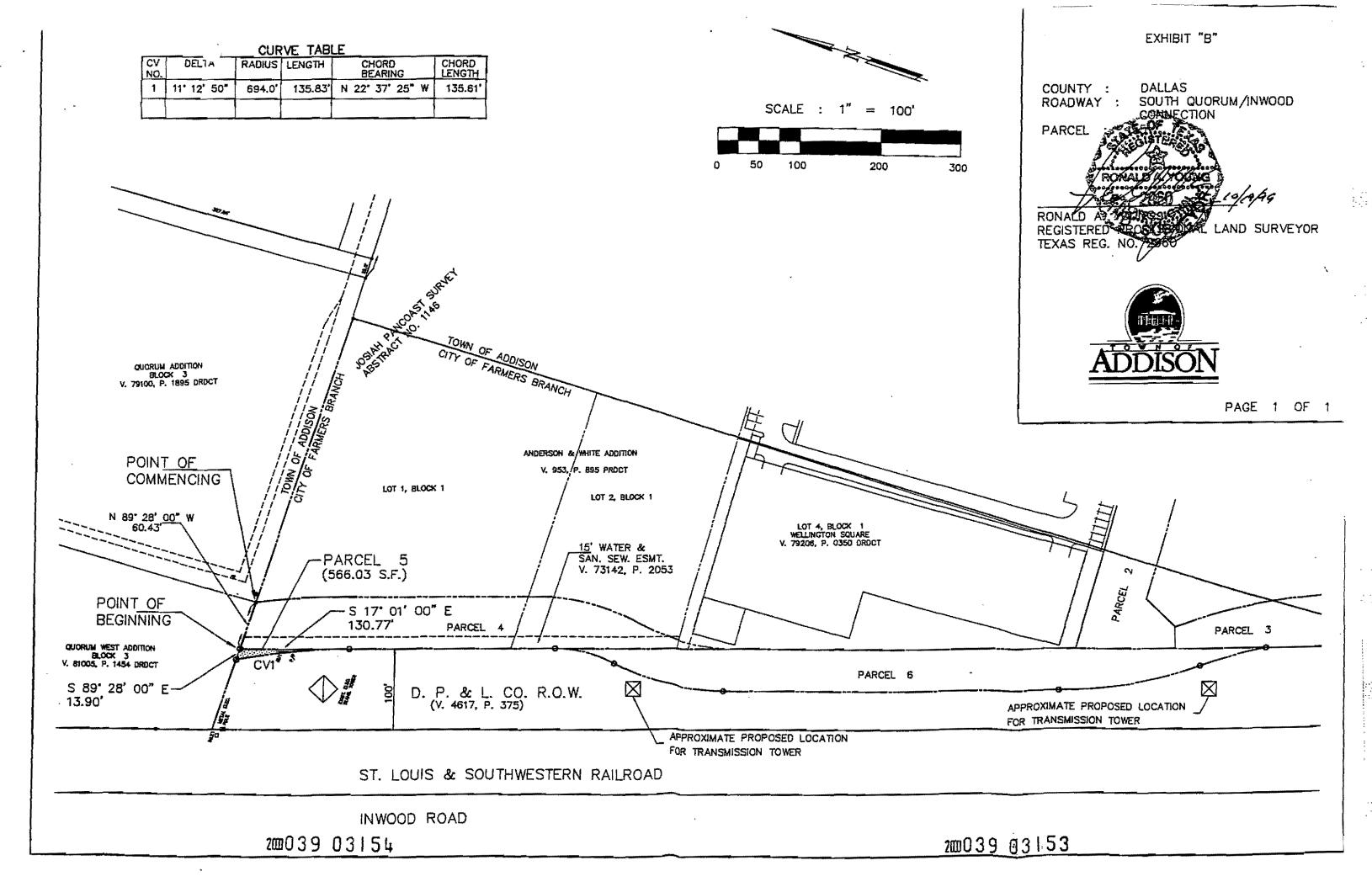
REGISTERED PROFESSION TEXAS REG. NO. 2960

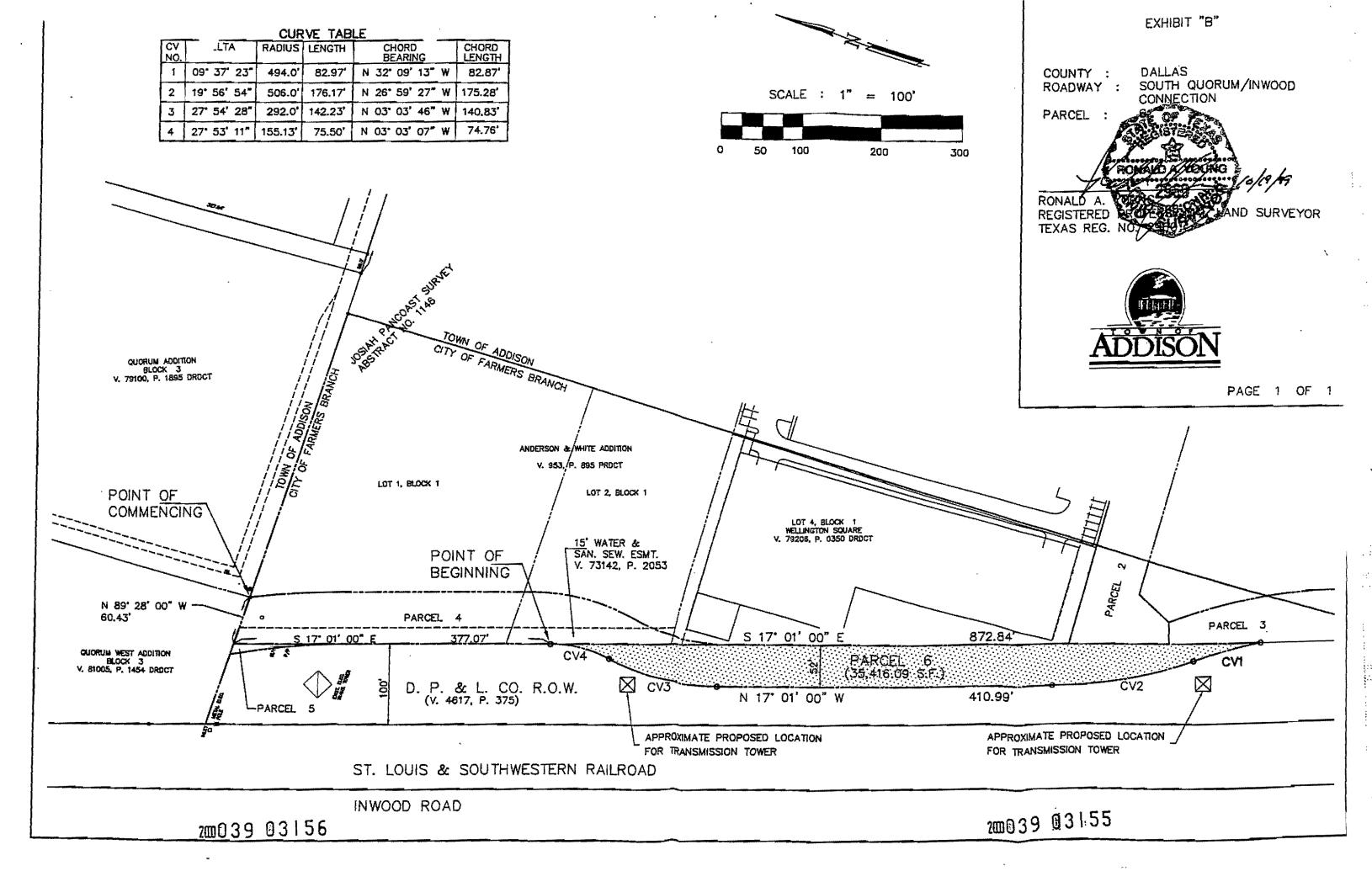
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PAGE 1 OF 1





TRIED EJOMS

FILED

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COUNTY CLERK DALLAS COUNTY

Any provision herein which restricts the safe, 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 Ballas County, Texas as stamped hereon by me.

FEB 25 2000

COUNTY CLERK, Dallas County, Texas



FAX TRANSMITTAL TRANSMISSION ENGINEERING (817) 215-6961-FAX

TO: JIM PIERCE
LOGATION:
PHONE:
FAX # OF RECIPIENT
FROM: MIKE MWILLIAMS
PHONE:
DATE;
OF FAX SHEETS (including this cover sheet):
MESSAGE: COPY OF LABOR BIDS FOR
ADJUSTMENTS TO TRANSMISSION
LINE.

If you do not receive the noted number of sheets or receive this transmittal in error, please contact the SENDER, or if not available, contact:

Diane McBroom - (817) 215-6381

BID UNITS

Contractor: TRINITY UTILITY SERVICE INC.	
Unit cost to install reinforced concrete foundation per TX E620-001 and per TXU Electric Specification 720-004.	U Electric Drawing Number
29.8 C.Y. (Estimated Quantity)x 941.00 \$/Cu. Yd.=	\$ 28,041.80
Unit cost to install reinforcing steel for reinforced concrete TXU Electric Drawing Number E620-001 and per TXU E	
3998.1 Pounds x <u>2.51</u> \$/Lb. =	\$_10,035,24
Unit cost to unload, assemble and creet 94' steel LA towe 109300. Cost to include labor to handle conductor and shi conductor, insulator assemblies and shield wire to tower.	
1 tower x <u>19.086.00</u> \$/Tower =	\$ 19,086,00
Unit cost to relocate existing tower T-301 to new foundation and junking 5' extension, labor to handle conductor and st conductor, insulator assemblies and shield wire to tower, a foundation to 3-1/2' below existing grade.	hield wire and to attach
1 tower x11.018.00	\$_11.018.00
Unit cost to relocate existing tower T-302 to new foundate handle conductor and shield wire and to attach conductor, wire to tower, and removal of foundation to 2' below exist	insulator assemblies and shield
1 tower x 11,018.00 \$/Tower =	\$ 11,018,00
TOTAL FOR PROJECT	\$_79,199.04
TRINITY UTILITY SERVICE INC. Contractor	Fontractor's Representative
1/21/00 Date	Contractor's Representative
	nim 1-21-0h

NORTH TAKE - NORTHHAVEN ___ ORV LINE

BID UNITS

Contractor: CHAPMAN CONSTRUCTION CO., INC.

Unit cost to install reinforced concrete foundation per TXU Electric Drawing Number E620-001 and per TXU Electric Specification 720-004.

29.8 C.Y. (Estimated Quantity)x 681.00 \$/Cu. Yd.= \$ 20,293.80

Unit cost to install reinforcing steel for reinforced concrete tower foundation per TXU Electric Drawing Number E620-001 and per TXU Electric Specification 720-004.

3998.1 Pounds $x _ 0.59$ \$/Lb. =

\$____2,358.88

Unit cost to unload, assemble and erect 94' steel LA tower per Drawing Number E-109300. Cost to include labor to handle conductor and shield wire and to attach conductor, insulator assemblies and shield wire to tower.

1 tower x 6,210.00 \$/Tower =

\$____6,210.00

Unit cost to relocate existing tower T-301 to new foundation. Cost to include removing and junking 5' extension, labor to handle conductor and shield wire and to attach conductor, insulator assemblies and shield wire to tower, and removal of existing foundation to 3-1/2' below existing grade.

1 tower x 12,464.00 \$/Tower =

12,464.00

Unit cost to relocate existing tower T-302 to new foundation. Cost to include labor to handle conductor and shield wire and to attach conductor, insulator assemblies and shield wire to tower, and removal of foundation to 2' below existing grade.

1 tower x 12,464.00 \$/Tower =

\$ 12,464.00

TOTAL FOR PROJECT

\$ 53,790.68

CHAPMAN CONSTRUCTION CO., INC.

Contractor

Contractor's Representative Richard Scoggins

January 21, 2000
Date

Riguettaun /21/2000 SRJ 1-21-2000 MM 1-21-00

Called Mike Mc Williams 9AM as no workers were on site to relorate / wastruit the new transmission towers. (Orginal Start was Monday, Feb-28th then later in the week, then Monday, mar 6th) Mike advised that to dig the piers for the towers, the line must be de-Ilvergized. The only time that can be Scheduled is Sat & Sunday. Now Scheduled to const. piers march 11412. The next week, the foreswell be gin on the ground. Putting the towns up March 18 \$ 19, and if necessary, completed the following weekend, march 25 \$ 26.
The main problem is Scheduling the lines to be de-energized. They must be careful with load management. The Schedule is also subject to the Mike McVilliams apologized for the delay and promised he would stay on top of the project for earliest possible completion. weather.

Japo



LETTER OF TRANSMITTAL

	•				DATE: /	-27-00	JOB NO.: 643514
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Suite 13 Fort Wo	th, TX 76102	>			RE: Tour	of Addisor	
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FAX#:		(817) 877	7-3214				-
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	Copy of letter			Change Order			
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<u>ADDISON</u>	ATT	ENTION			
Public Works / Engineeria 16801 Westgrove • P.O. Box 14 Addison, Texos 75001 Telephone: (214) 450-2871 • Fax	4	RE: Inwood S. Quorum Connector Project			
Town Hal	Moran				
GENTLEMAN:					
WE ARE SENDING YO	OU   Attached □ Under	separate cover via	the following items:		
☐ Shop Drawings	☐ Prints ☐ Plans	□ Samples	☐ Specifications		
□ Copy of letter	☐ Change order ☐		· · · · · · · · · · · · · · · · · · ·		
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OPY TO		****			

LETTER OF TRANSMITTAL

JOB NO.

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

SEND CONFIRMATION REPORT for Town of Addison 9724502834

Feb-2-00	11:32AM
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Job	Start Time	Usage	Phone Number or ID	Туре	Pages	Mode	Status
608	2/ 2 11:28AM	3'44"	Cowles & Thompson	Send	8/8	EC144	Completed

Total

3'44"

Pages Sent: 8

Pages Printed: 0

To John Hill

Carles of Thompson
214-672-2370

**TXU** 

TXU Electric FO Bax 970 FA, Words, TX 76101-0970 Fel; 217913-6375 Fax: 817/215-6961 email: menovillans@ccu.co

Mike McWilliams, P.E. Scalor Engineer Transmission Engineering

January 21, 2000

Town of Addison Attn: Jim Fierce, P.E. Assistent City Engineer PO Eox 9010 Addison, TX 75001-9010

Re: Quarum/Inwood Connector Project

Dear Mr. Pierce,

Enclosed for your file is one fully executed agreement covering adjustments to TXU Electric's North Lake-North Haven 138 kV Line.

If you have any questions, please contact me.

Sincerely,

Mike Millims

Mike McWilliams

enclosure



TXU Electric

Mike McWilliams, P.E.

PO Box 970 Ft. Worth, TX 76101-0970

Senior Engineer

Transmission Engineering

Tel: 817/215-6375 Fax: 817/215-6961

email: mmewilliams@txu.com

January 21, 2000

Town of Addison Attn: Jim Pierce, P.E. Assistant City Engineer PO Box 9010 Addison, TX 75001-9010

Re: Quorum/Inwood Connector Project

Dear Mr. Pierce,

Enclosed for your file is one fully executed agreement covering adjustments to TXU Electric's North Lake-North Haven 138 kV Line.

If you have any questions, please contact me.

Mike Millins

Sincerely,

Mike McWilliams

enclosure

# TRANSMISSION LINE RELOCATION AGREEMENT by and between

### TOWN OF ADDISON and TXU ELECTRIC COMPANY

The Town of Addison ("Town"), a Texas municipality, and TXU Electric Company ("TXU Electric"), a Texas corporation and public utility, enter into this Relocation Agreement for the purposes set out herein and subject to the following terms and conditions:

WHEREAS, Town desires to construct a roadway designated as "South Quorum/Inwood Connection"; and

WHEREAS, TXU Electric is the owner of a tract of land located in the City of Farmers Branch, Dallas County, Texas, in the Josiah Pancoast Survey, Abstract No. 1146, with such tract described in the deed recorded at Volume 4617, page 375, Deed Records of Dallas County, Texas; and

WHEREAS, TXU Electric is the owner and operator of a 138kV electric transmission line designated by TXU Electric as its "North Lake-North Haven 138 kV Line", and a portion of said line is located on TXU Electric's property described in the preceding paragraph; and

WHEREAS, Town's plans for its South Quorum/Inwood Connection project require that easements for a 0.8130 acre and a 0.0130 acre portion of TXU Electric's property described above be acquired by Town for roadway purposes and therefore TXU Electric's facilities located on said tracts must be relocated; and

WHEREAS, said easements for the 0.8130 acre tract and 0.0130 acre tract to be acquired by Town from TXU Electric are described by metes and bounds in Exhibit "A", attached hereto and made part hereof, and are shown as the area shaded gray in Exhibit "B", attached hereto and made part hereof; and

WHEREAS, TXU Electric, in order to accommodate Town's roadway project plans, will be required to remove and relocate and reconstruct two (2) of its existing transmission towers and to construct one (1) additional transmission tower as shown on Exhibit "C", attached hereto and made part hereof.

NOW, THEREFORE, for and in consideration of the monies, property, and promises exchanged, Town and TXU Electric agree as follows:

1. TXU Electric shall relocate, reconstruct, and construct its transmission line facilities as shown in Exhibit "C".

- 2. All costs of relocating, reconstructing, constructing, and adding to TXU Electric's transmission line facilities, including the purchase of necessary new material, as described in this Agreement, shall be at the sole expense of Town with Town paying all costs incurred by TXU Electric in performing such work. "All costs" shall include material costs, overheads, shipping costs, labor, restocking costs, and penalties, if any. All costs are estimated to be \$100,000.00, but could be more or less, depending upon results of a detailed on the ground and subsurface investigation.
- 3. Upon completion of TXU Electric's relocation work under this Agreement, TXU Electric shall deliver an invoice for all costs incurred to Town, with appropriate supporting documentation, and Town shall pay such invoice not later than thirty (30) days following such delivery.
- 4. Upon completion of TXU Electric's relocation work under this Agreement, TXU Electric will grant easement to Town for roadway purpose along and across the 0.8130 acre tract and the 0.0130 acre tract described in Exhibits "A" and "B". Such easement shall contain restrictions prohibiting the erection of any structures above curb height after the roadway is completed within the aforementioned tracts with the exception that Town may erect and maintain traffic control signage that does not exceed 8' in height above curb height.
- 5. Prior to commencement of construction of its roadway project, Town shall deliver the final plans for such work to TXU Electric. In the event TXU Electric determines that Town's plans indicate that the roadway constitutes a hazard to TXU Electric's transmission line, Town agrees to alter such plans and construct the roadway in order for it to not constitute a hazard to TXU Electric's transmission line.
- 6. Town shall not stockpile material, including dirt, gravel, rock, within TXU Electric's property.
- 7. Town agrees that the work contemplated by this Agreement can only be accomplished during those periods of time when TXU Electric may de-energize the transmission line without jeopardizing its ability to provide continuous electric service to the area served by the line. TXU Electric shall schedule the relocation work as soon as possible following execution of this Agreement, approval by TXU Electric of Town's final plans for the roadway, and the approval described in paragraph 9 of this Agreement, but TXU Electric shall not be liable to Town for failure to perform or delays in performance under this Agreement caused by weather conditions, or for circumstances which make it inadvisable to de-energize the transmission line, or for any other reason beyond the reasonable control of TXU Electric, including delay in receiving necessary materials from manufacturers or suppliers as well as delay caused by the governmental regulatory process, design changes at the request of Town, strikes or labor disputes.

- 8. Town shall at all times follow and observe the requirements of Chapter 752, Texas Health and Safety Code, in its roadway construction work and maintenance after completion of the roadway and in any other activities in proximity to TXU Electric's electric transmission line, and Town shall not perform any excavation activities which in any manner might reduce the lateral support for TXU Electric's structures or otherwise effect the integrity of TXU Electric's facilities. This term shall survive completion of the work to be performed under this Agreement.
- 9. Following execution of this Agreement by both parties, TXU Electric shall submit the appropriate application for permission to undertake this relocation work to the Public Utility Commission of Texas ("PUCT"), and TXU Electric shall use its best efforts to secure such permission. Following approval by the PUCT, TXU Electric shall diligently pursue all work necessary to complete the relocation.
- 10. Town may terminate this Agreement by providing thirty (30) days written notice to TXU Electric. If Town chooses, for any reason, to terminate this Agreement, Town shall reimburse TXU Electric for all costs incurred by TXU Electric up to the time of receipt of notice of termination. Town shall additionally reimburse TXU Electric for all costs necessary to restore TXU Electric's facilities to their previously existing condition or to a condition acceptable to TXU Electric, whichever is less costly.
- 11. This Agreement embodies the complete agreement between Town and TXU Electric and supersedes any oral or written understandings and agreements.
- 12. This Agreement may be amended only by a written amendment executed by both parties.

This Agreement is effective this day of December, 1999.

Attest:

By:

Title:

TOWN OF ADDISON:

By:

itle: ( . ¬ \ |

TXU ELECTRIC COMPANY:

Ву

Pitle: TRANSMISSION ENGINEERING MANAGE

COUNTY:

**DALLAS** 

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL:

**F** 

### PARCEL 5

BEING A 0.0130 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF A 100 FOOT RIGHT-OF-WAY CONVEYED TO 0. P. & L. CO. ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES OO SECONDS WEST (ALSO CALLED NORTH 89 DEGREES 27 MINUTES 36 SECONDS WEST) A DISTANCE OF 60.43 FEET TO A 1/2" IRON ROD FOR CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID NORTHEAST LINE OF THE 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST A DISTANCE OF 130.77 FEET TO A POINT FOR CORNER, SAID POINT ALSO LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING CENTRAL ANGLE OF 11 DEGREES 12 MINUTES 50 SECONDS, A RADIUS OF 694.0 FEET, A CHORD BEARING OF NORTH 22 DEGREES 37 MINUTES 25 SECONDS WEST AND A CHORD LENGTH OF 135.61 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 135.83 FEET TO A POINT FOR CORNER LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED:

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST) A DISTANCE OF 13.90 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 566.03 SQUARE FEET OR 0.0130 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

RONALD A. YOUNG

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 2960

COUNTY:

DALLAS

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL:

6

### PARCEL 6

BEING A 0.8130 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF A 100 FOOT RIGHT—OF—WAY CONVEYED TO D. P. & L. CO. ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

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THENCE ALONG THE SAID NORTHEAST LINE OF THE 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, SOUTH 17 DEGREES OI MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES OI MINUTES 34 SECONDS EAST) A DISTANCE OF 377.07 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D. P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 872.84 FET TO A POINT FOR CORNER, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 23 SECONDS, A RADIUS OF 494.0 FEET, A CHORD BEARING OF NORTH 32 DEGREES 09 MINUTES 13 SECONDS WEST AND A CHORD LENGTH OF 82.87 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 82.97 FEET TO A POINT FOR REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 54 SECONDS, A RADIUS OF 506.0 FEET, A CHORD BEARING OF NORTH 26 DEGREES 59 MINUTES 27 SECONDS WEST AND A CHORD LENGTH OF 175.28 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 176,17 FEET TO A POINT FOR CORNER;

THENCE NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 410.99 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27 DEGREES 54 MINUTES 28 SECONDS, A RADIUS OF 292.0 FEET, A CHORD BEARING OF NORTH D3 DEGREES 03 MINUTES 46 SECONDS WEST AND A CHORD LENGTH OF 140.83 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 142.23 FEET TO A POINT OF REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 53 MINUTES 11 SECONDS, A RADIUS OF 155.13 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 07 SECONDS WEST AND A CHORD LENGHT OF 74.76 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 75.50 FEET TKO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 35,416.09 SQUARE FEET OR 0.8130 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NOTICE LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350 TEED CORPS OF DALLAS COUNTY, TEXAS.

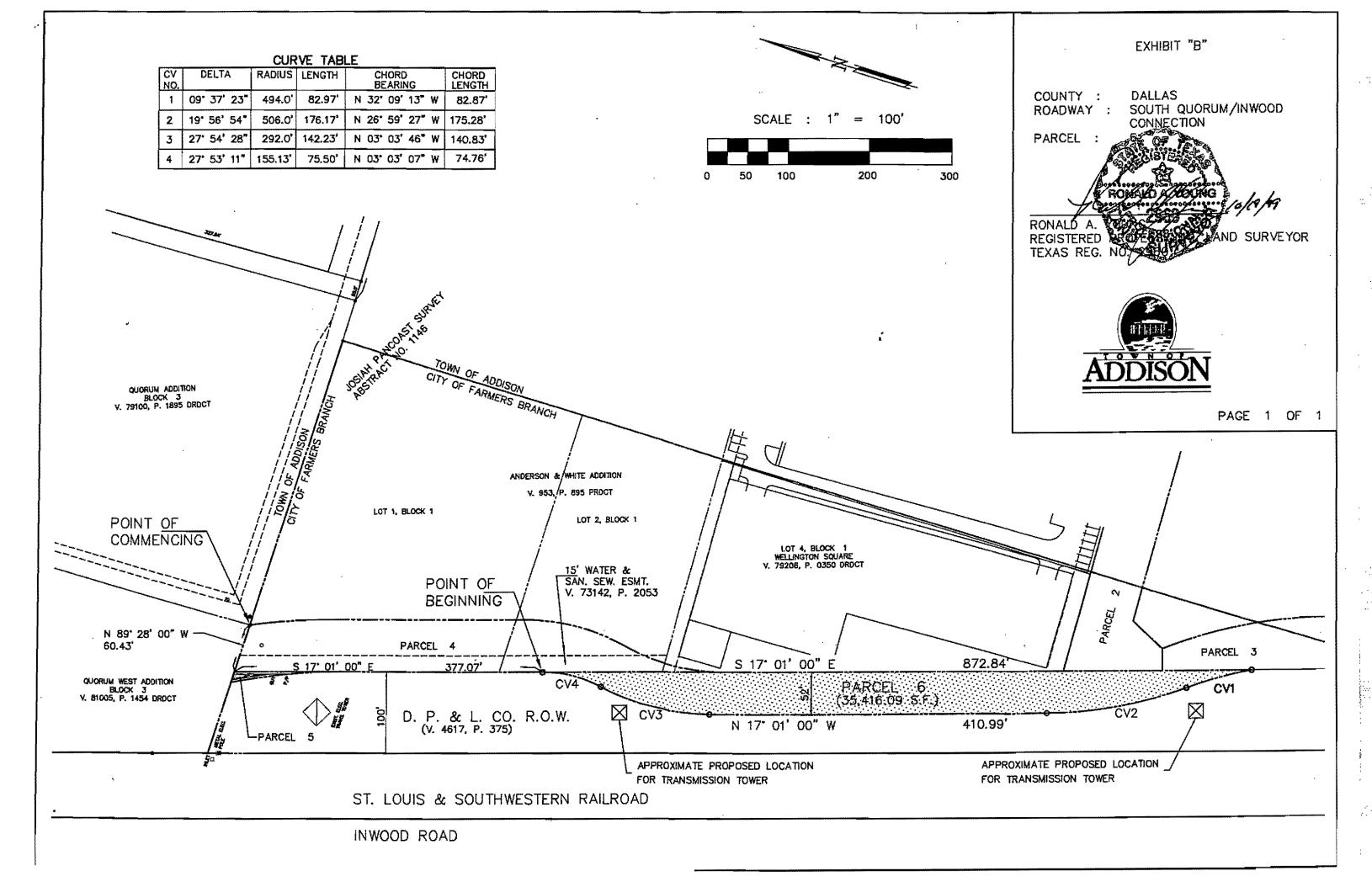
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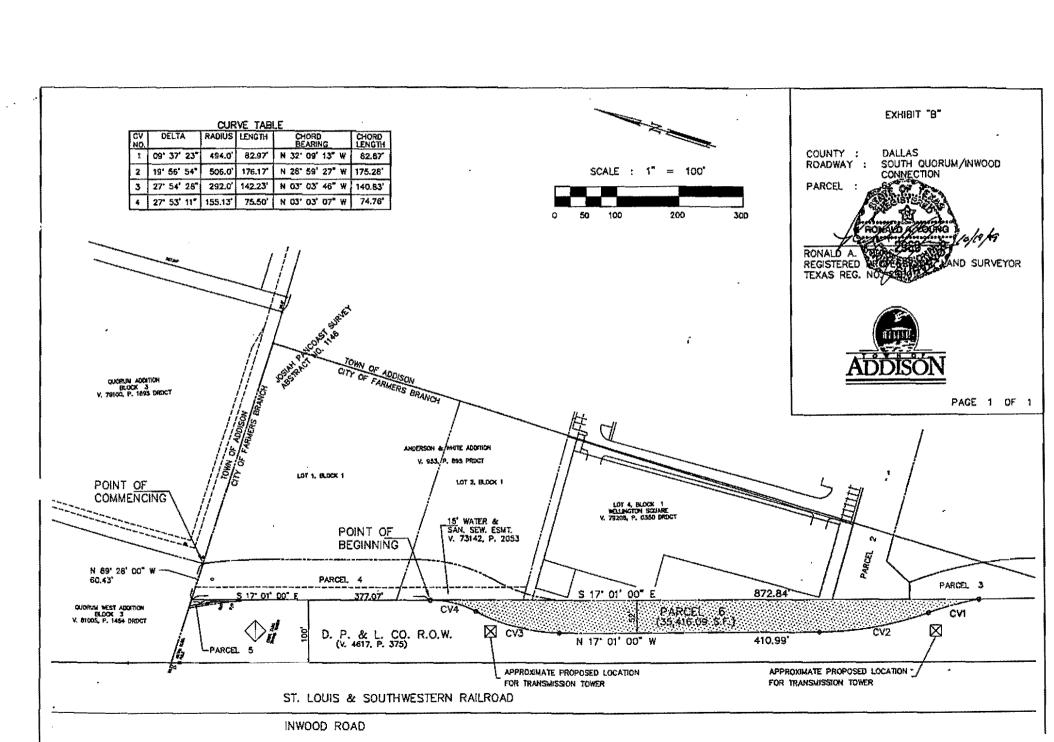
**WEARVEYOR** 

RONALD A. YOUNG

REGISTERED PROFESSION

TEXAS REG. NO. 296Ø





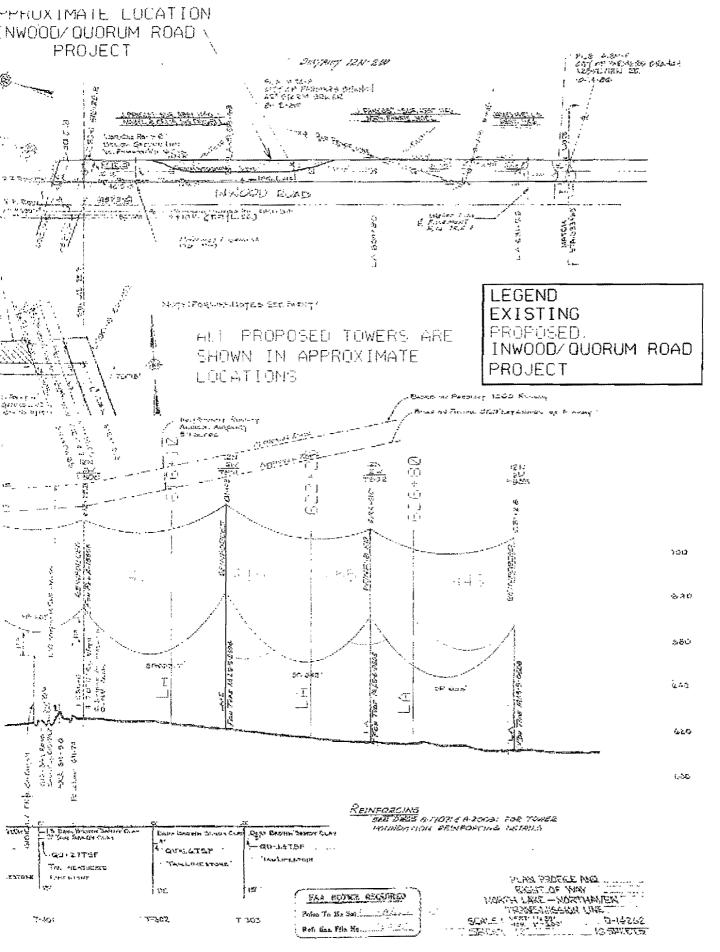


EXHIBIT C

### Jim Pierce

From:

Jim Pierce

Sent:

Friday, January 14, 2000 2:00 PM

To:

Phil Weston (E-mail)

Subject:

FW:Inwood/S.Quorum Storm Sewer Line Easements

Phil: The following E-mail gives the contact for the storm sewer easements we will need for the project. Please contact Mr. Newsom and get him what he needs. Please copy me on correspondence. We need to get this done as this work will be on the critical path as soon as construction starts. Thanks, Jim.

----Original Message----

From: mmcwilliams@txu.com [mailto:mmcwilliams@txu.com]

Sent: Monday, January 03, 2000 11:27 AM

To: jpierce@ci.addison.tx.us Subject: Sewer Line Easements

Jim, one thing we forgot to discuss earlier was your request for easements

for the storm sewers (or water lines - can't remember which). Please send

those requests to Tommy Newsom, TXU PROPERTY MANAGEMENT P. O. BOX 139083

DALLAS, TEXAS 75313-9083 (PHONE # 214-875-2449). You will need to include

plans, field notes and exhibits and any other relevant information. You

should probably also include a cover letter explaining that you and I have

been working on this project so the processing can be handled on a more

expedited basis. Let me know if you need anything else. Thanks.



то	Mike Mc Williams	
	TXII Electric	_
		_

# LETTER OF TRANSMITTAL

TÖDİSÖN	[	DATE /-3-00 JOB NO. ATTENTION
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801 Westgrove • P.O. Box 144	!	forward 5. Quorum
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TXII Che	trie	
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☐ For your use	□ Approved as noted	☐ Submit copies for distribution
☐ As requested	☐ Returned for corrections	☐ Return corrected prints
☐ For review and comment		☐ PRINTS RETURNED AFTER LOAN TO US
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SIGNED: Time

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

972-450-2879



### **PUBLIC WORKS DEPARTMENT**

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

December 17, 1999

Mr. Mike McWilliams **TXU** Electric P.O. Box 970, Mail Code 1117/0006 Fort Worth, TX 76101-0970

Re: Inwood/S. Quorum Project

Dear Mr. McWilliams:

This is to transmit two originals of the Transmission Line Relocation Agreement that have been signed by our City Manager. Please return one original to me when signed by TXU.

Thank you for your assistance with this matter

Very truly yours,

Town of Addison

James C. Pierce, Jr., P.E.

Assistant City Engineer

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

**Enclosures** 

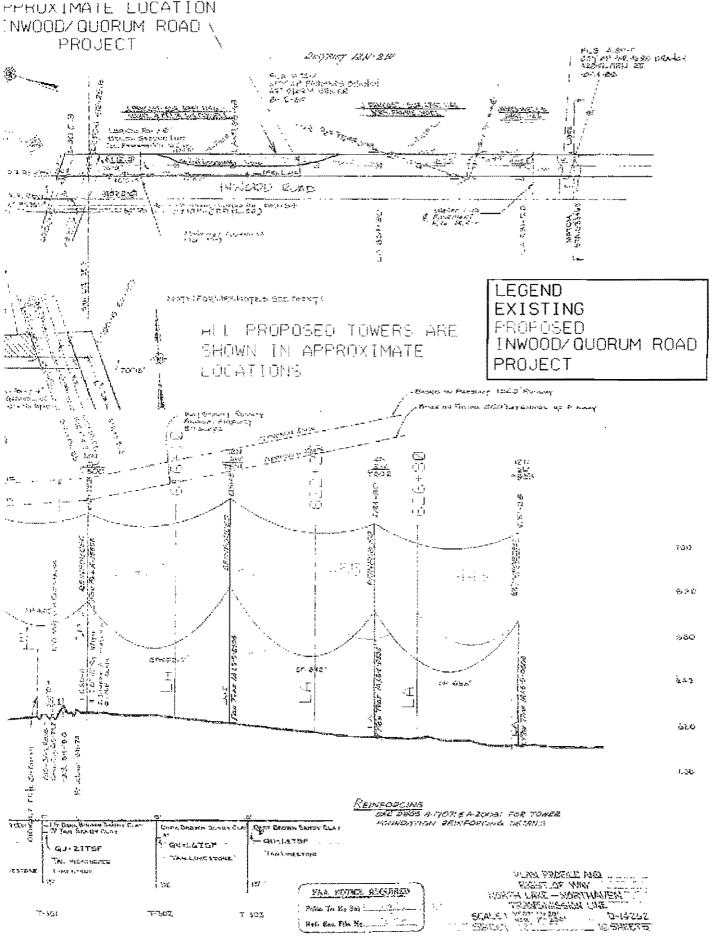


EXHIBIT C

COUNTY :

**DALLAS** 

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL:

5

### PARCEL 5

TXV agreemt

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RONALD A. YOUNG

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 2960

COUNTY:

DALLAS

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL:

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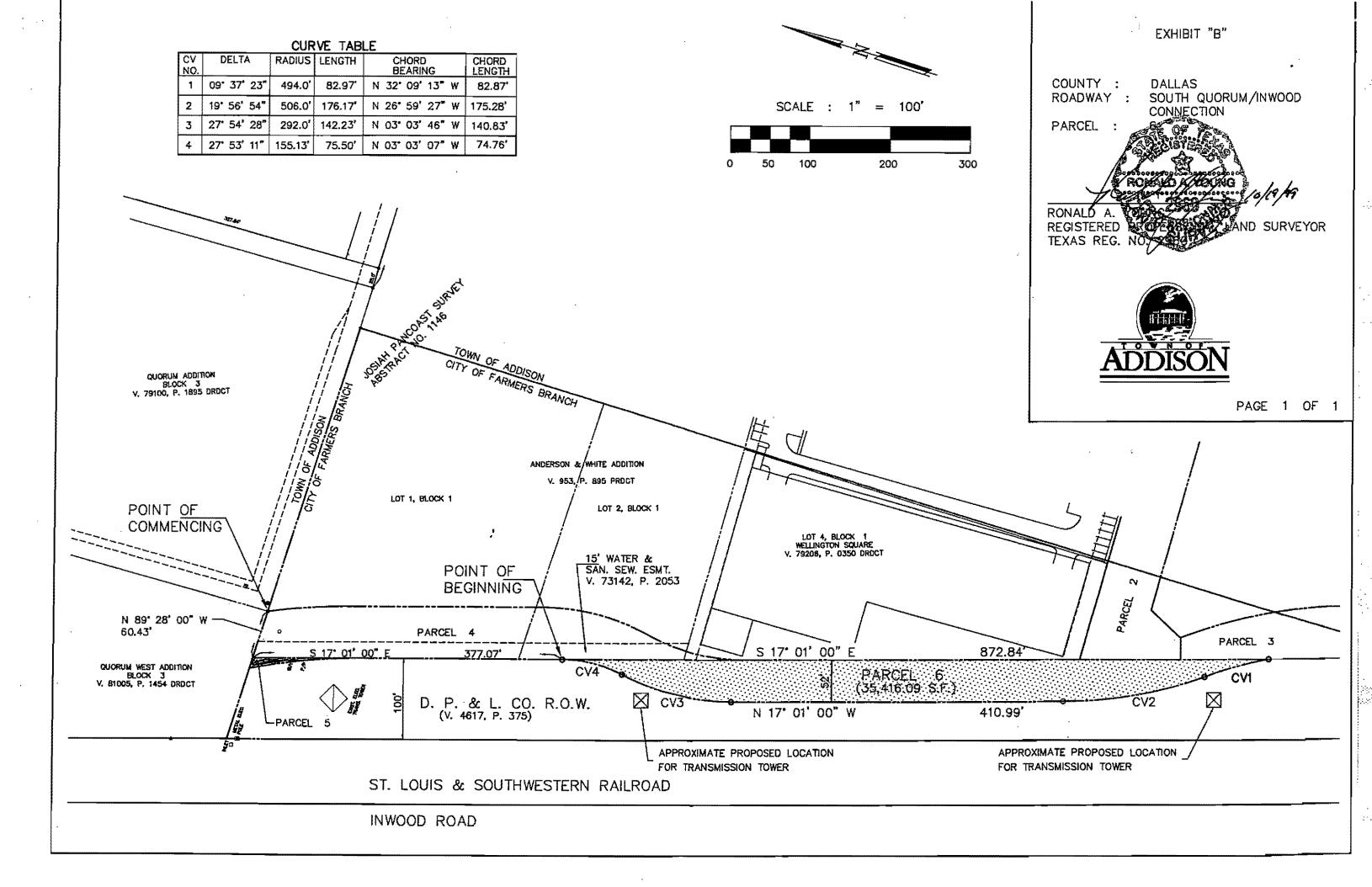
RONALD A. YOUNG

REGISTERED PROFESSION

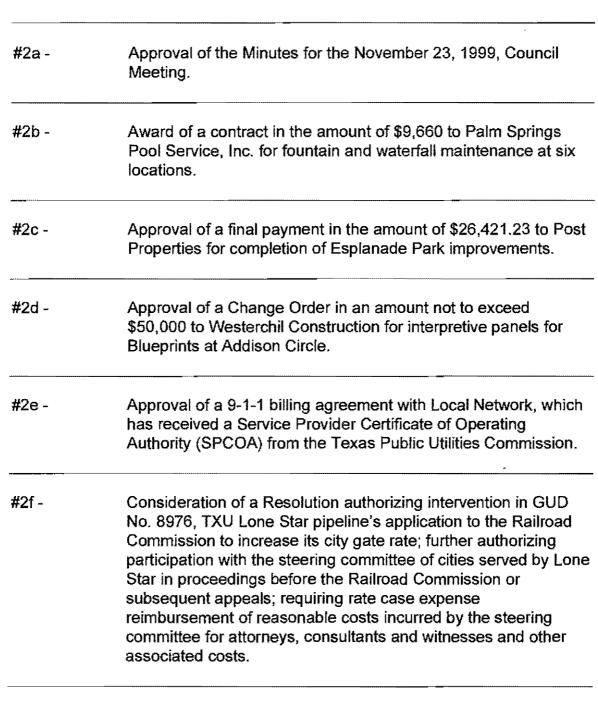
TEXAS REG. NO. 296Ø

**UKSURVEYOR** 

OUNG :



### **CONSENT AGENDA**



#2g -

Consideration of a Resolution authorizing the City Manager to enter into an agreement between the Town and TXU Electric Company for transmission line relocation for the Inwood/South Quorum project.



December 7, 1999

### **MEMORANDUM**

To:

Chris Terry, Assistant City Manager

Through:

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

From:

Jim Pierce, P.E., Assistant City Engineer

Subject:

Inwood/S. Quorum Project – Agreement with TXU Electric

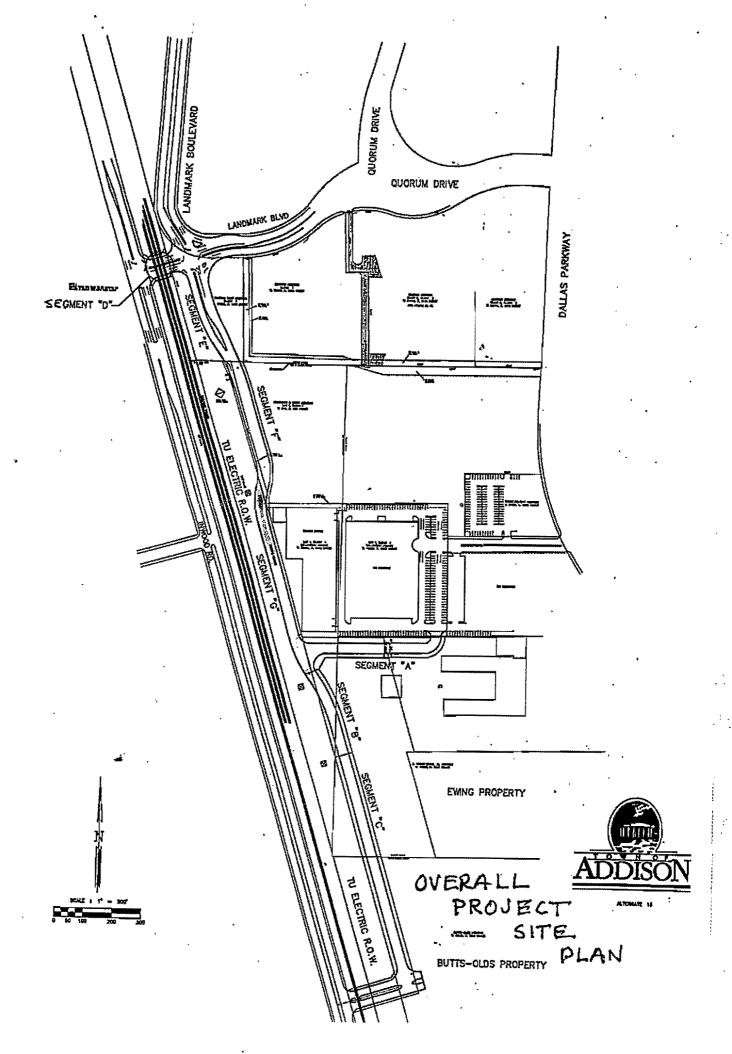
The Inwood/S. Quorum Project requires that a portion of the roadway be constructed through transmission line property owned by TXU Electric. (See Overall Project Site Plan attached that is highlighted to show the subject TXU property). The required roadway alignment is such that one of TXU's transmission towers must be relocated. This in turn has somewhat of a "domino" effect, in that to accommodate the relocation, and have the required balance of spacing between towers, two towers must be relocated and one new tower must be constructed.

Timing of this work is critical in that it must be done when electrical loads are low, typically October through May. We are on schedule for this to happen soon after the agreement is signed. When the relocation work is completed, TXU will convey the easement required to construct the roadway to the Town of Addison.

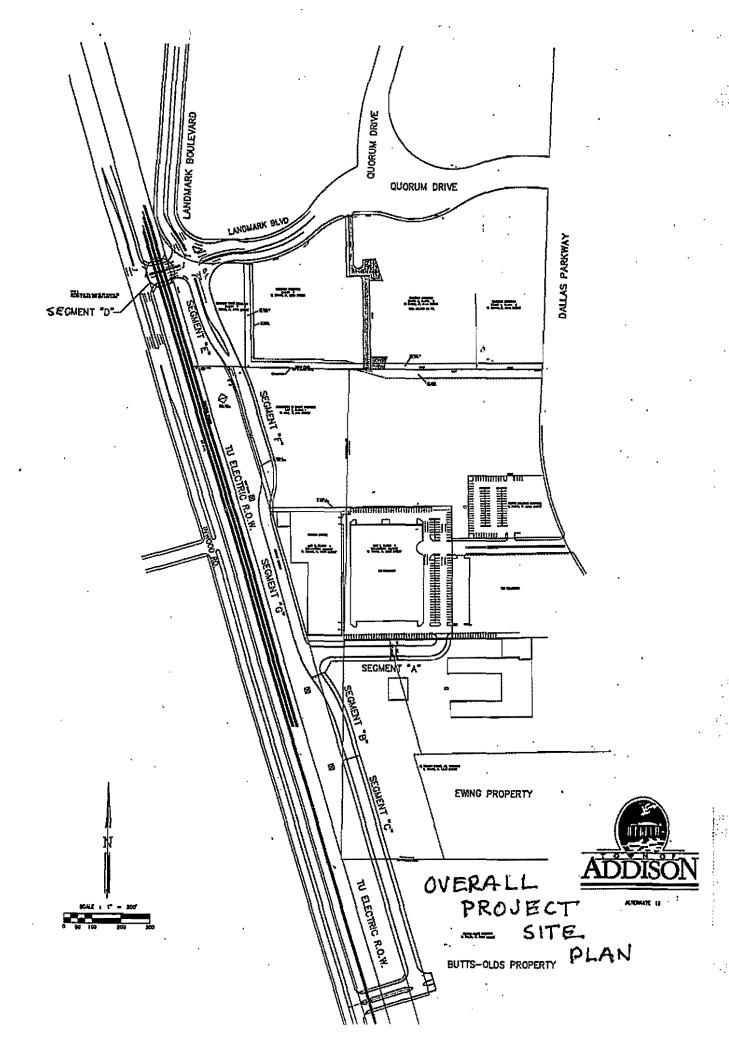
The estimated cost for this work is \$100,000.

Our attorney has reviewed the proposed agreement and we have incorporated appropriate comments.

Staff recommends that the City Manager be authorized to sign the attached Transmission Line Relocation Agreement by and between Town of Addison and TXU Electric Company.



€



### **PARSONS**

Barton-Aschman Associates, Inc. • A Unit of Parsons Transportation Group, Inc. 2630 West Freeway • Suite 132 • Fort Worth • Texas • 76102 USA• (817) 877-5803 • (817) 877-3214 fax

November 19, 1999

Mr. James C. Pierce, Jr., P.E. Town of Addison 16801 Westgrove Road Addison, Texas 75001

Subject:

Ouorum / Inwood Connector

Final Plans

Dear Jim,

Enclosed for your review and use are copies of the final drawings for the portion of the Quorum / Inwood project that falls on the TXU right of way. Included are the following drawings.

- Typical Sections Sheet 2 of 2
- Plan and Profile Station 17+25 to Station 22+00
- Plan and Profile Station 22+00 to Station 27+00
- Cross Sections Station 18+00 to Station 21+50
- Cross Sections Station 22+00 to Station 24+00

At this time, we are also transmitting copies of the same drawings to Mike McWilliams of TXU for his information.

If you have questions, please give me a call, so we can discuss them.

Very truly yours,

PARSONS TRANSPORTATION GROUP, INC.

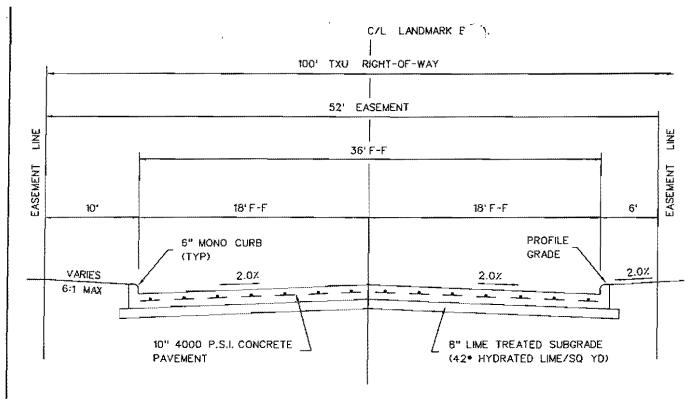
Phillip & Weston, P.E.

Project Manager

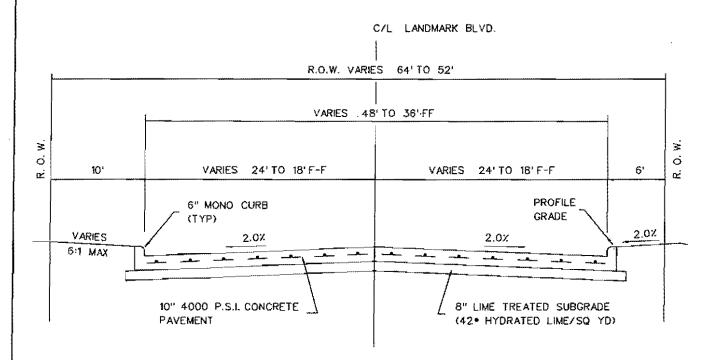
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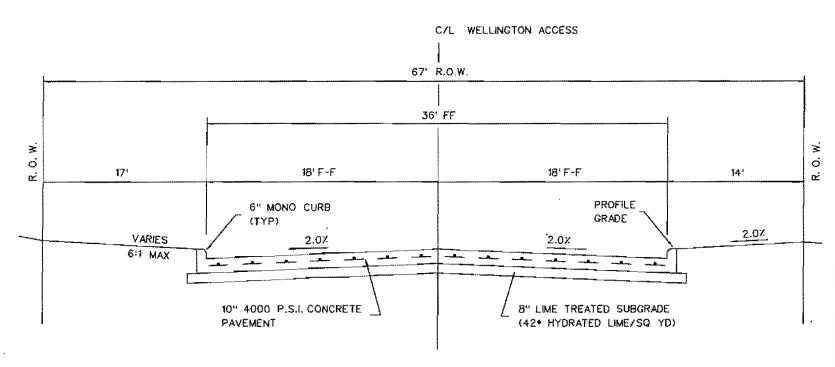




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LANDMARK BOULVARD - STA. 17+50.00 TO STA. 19+89.00

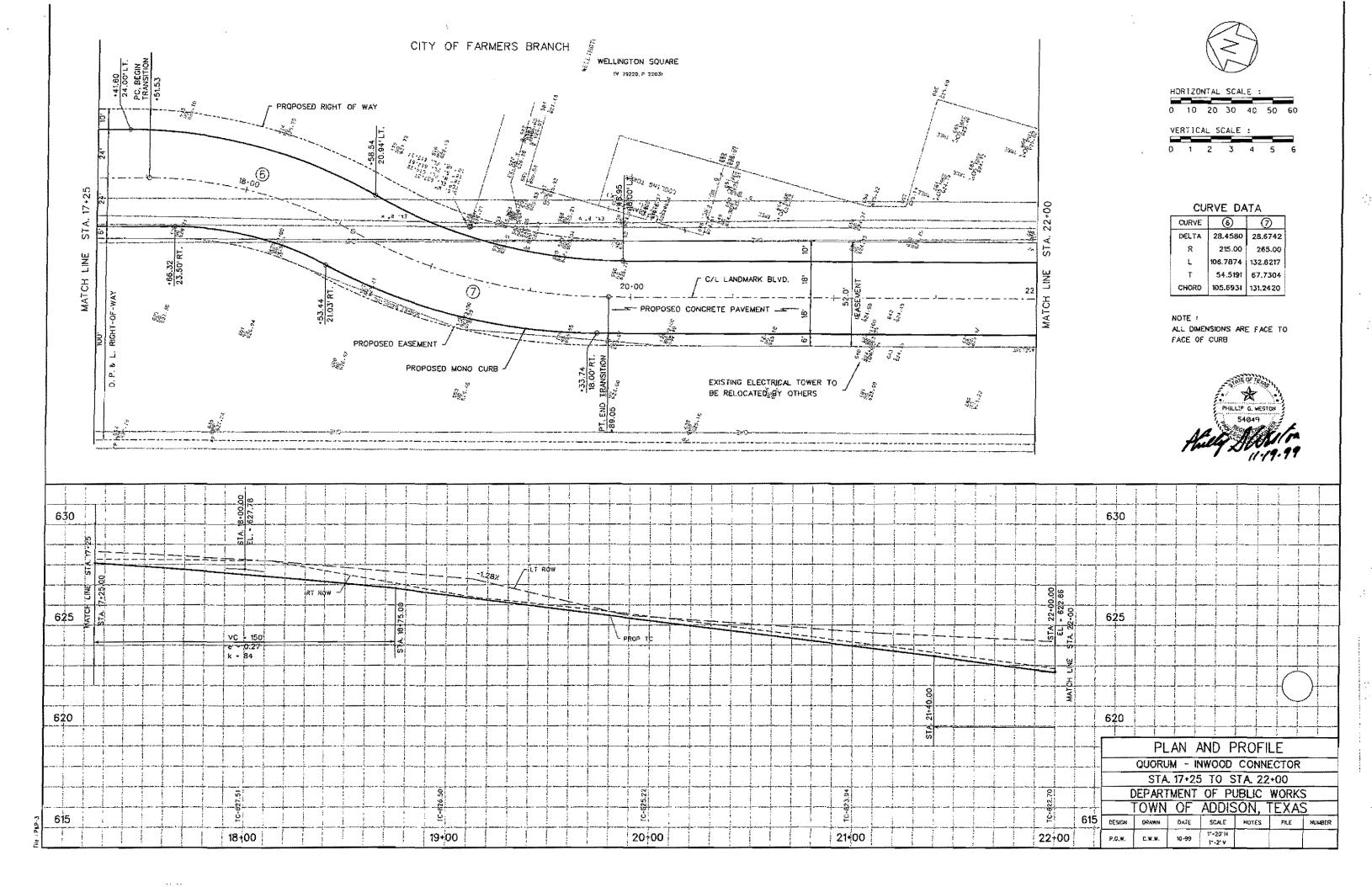


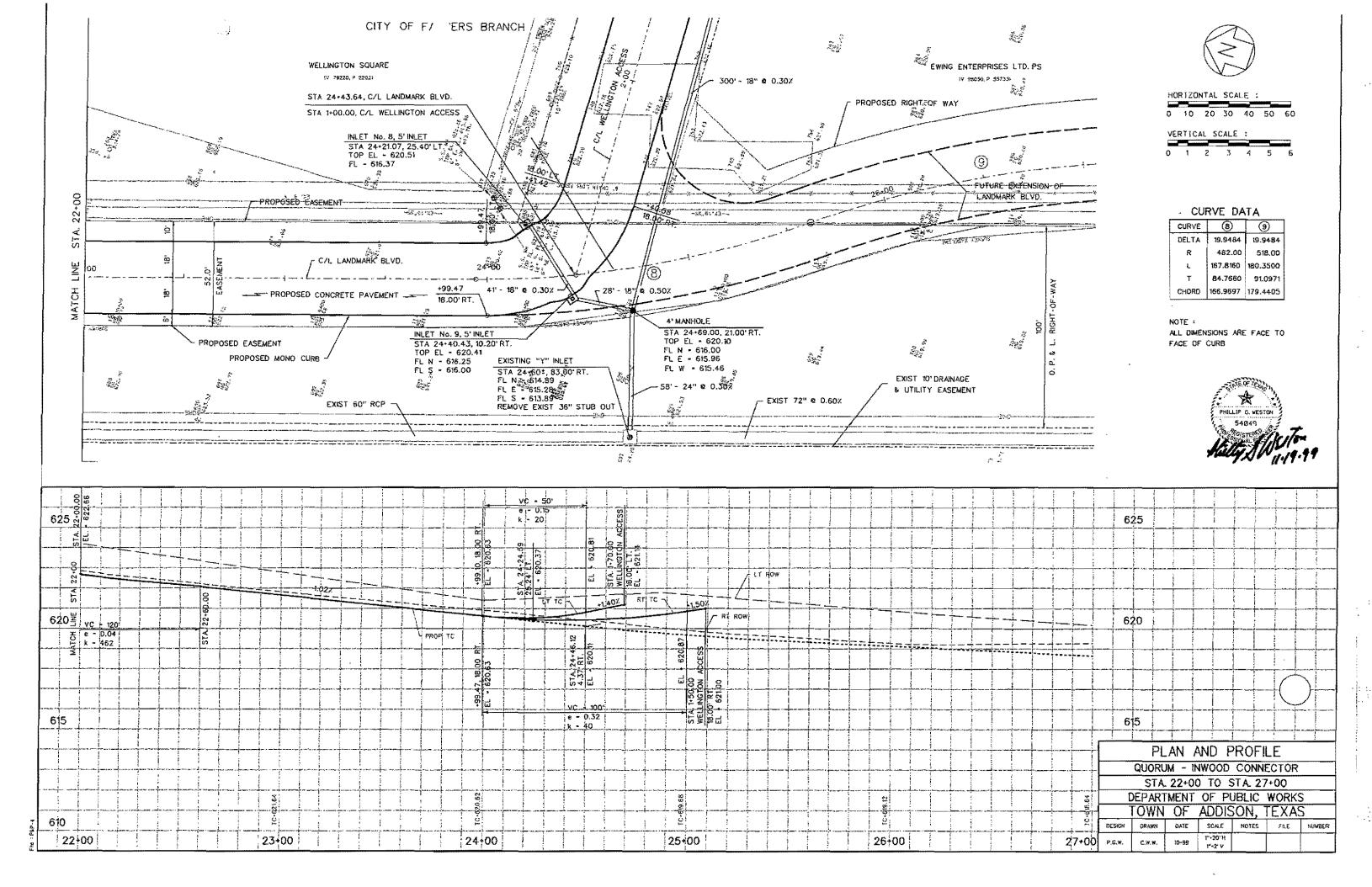
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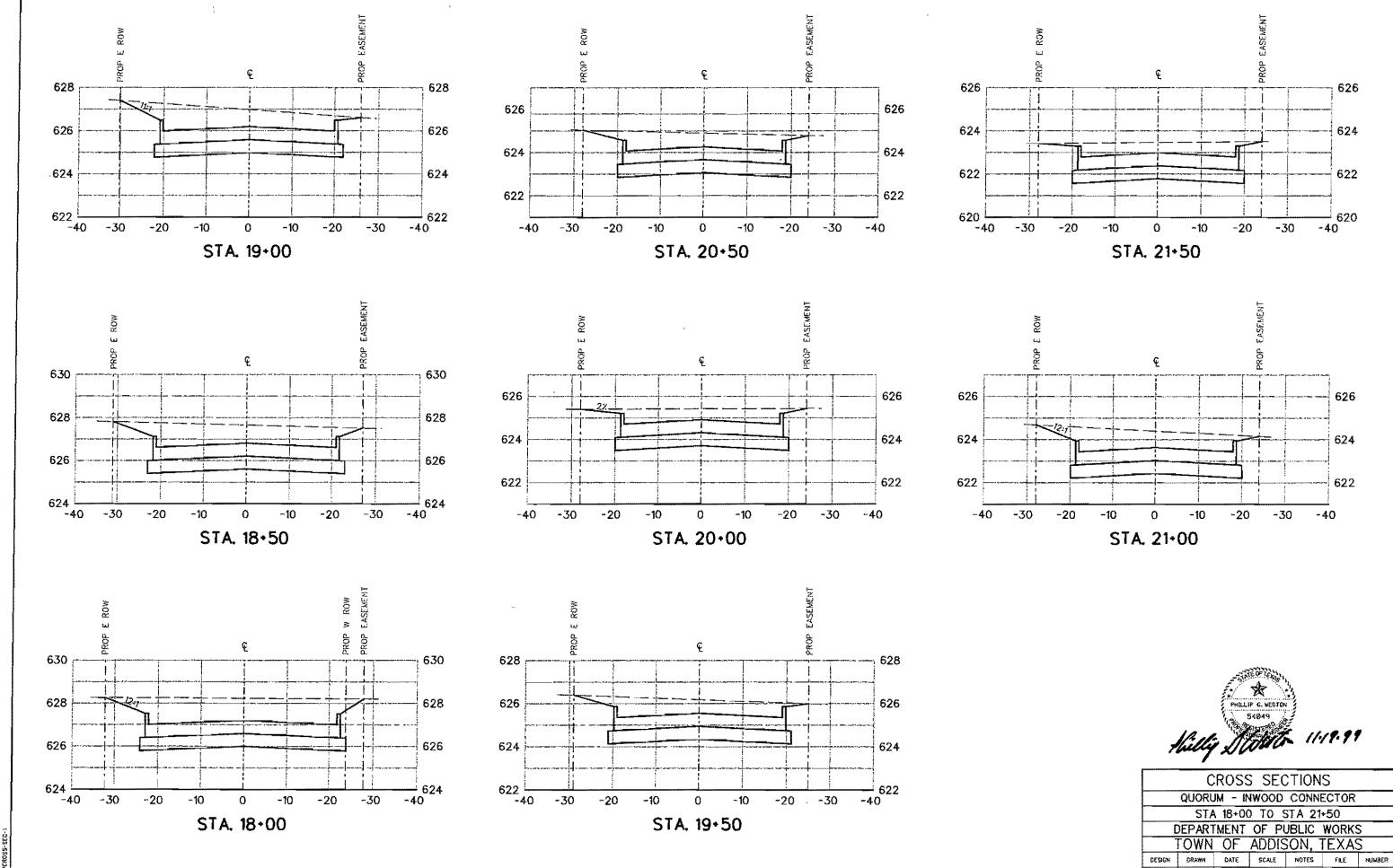


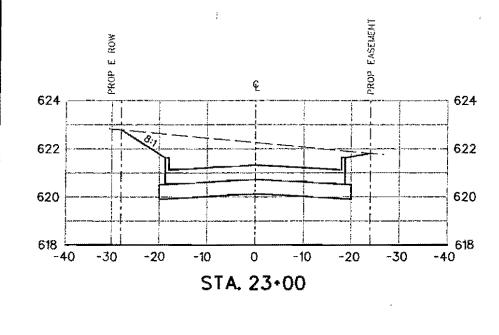
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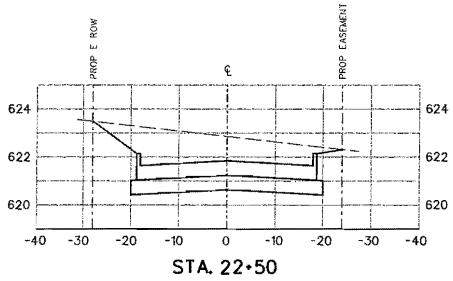
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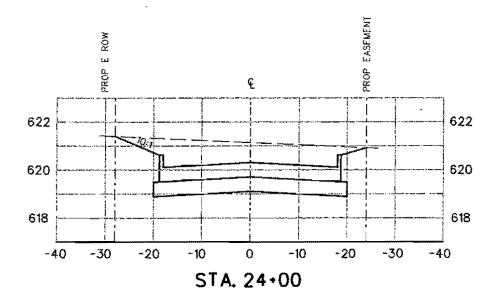


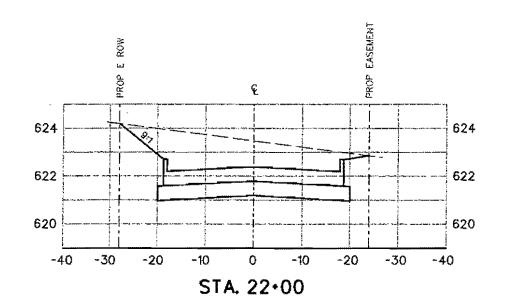


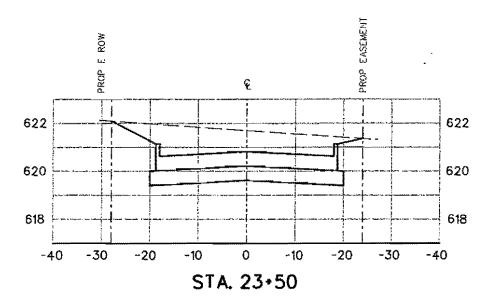














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O	Bot Buchanan
	Cowles & Thompson

## LETTER OF TRANSMITTAL

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		4G YOU	Attached	□ Under se	parate cover via	the following items:
□ Sho	p Drawings		☐ Prints	☐ Plans	☐ Samples	☐ Specifications
☐ Cop	by of letter		☐ Change order	assultanantatantatantatan		
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If enclosures are not as noted, please notify us at once.



October 25, 1999

Town of Addison Attn: Jim Pierce, P.E. Assistant City Engineer PO Box 9010 Addison, TX 75001-9010

Re: Quorum/Inwood Connector Project

Dear Mr. Pierce,

Enclosed for your further handling are duplicate agreements covering the adjustments to TXU Electric's transmission facilities to accommodate the construction of the Quorum/Inwood Connector Project. Please have the appropriate individual within your organization sign both agreements in the space indicated and return both to me for signature by my management. I will return one fully executed agreement to you for your records.

Please be aware that we can't grant easements for the roadway until the utility adjustments are complete. This is covered in the agreement. TXU Electric is agreeable in principle to granting the easements for the roadway and we will proceed with the utility adjustments as soon as the agreement is executed and the roadway plans are complete.

If you have any questions, please contact me at 817/215-6375.

Sincerely,

Mike McWilliams, P.E.

Mike McWilliams

enclosure



October 25, 1999

Town of Addison Attn: Jim Pierce, P.E. Assistant City Engineer PO Box 9010 Addison, TX 75001-9010

Re: Quorum/Inwood Connector Project

Dear Mr. Pierce,

I received a set of prints today from Phillip G. Weston with the Parsons Transportation Group, Inc. for the Quorum/Inwood Connector Project. The prints were marked as "preliminary". As soon as the final plans are complete and available, please forward a set to me so I can proceed with the design of the utility adjustments. I can't go any further with the project until the final plans are available.

If you have any questions, please contact me at 817/215-6375.

Sincerely,

what do you need final for your work? plan of profile Show existing towers on plans

Mike McWilliams

cc: Phillip G. Weston, P.E.

Mile MWilling

Parsons Transportation Group

Barton-Aschman Associate 2630 West Freeway • Suite



## 320 S.W. 18th St. Edmond, Oklahoma 73013 (405) 340-3434 • FAX: (405) 340-3435

E-mail: pelco@pelcoinc.com • www.pelcoinc.com

October 20, 1999	Quality is the result of high standards and	SERVICE is the first and last thing a custome will remamble
	skillful execution Telicon for :	70-21-49 will remambe
Mr. Mike McWilli TXU Electric	Mike McWilliam	
P.O. Box 970, Mai Fort Worth, TX 76	Rgreement.	Sinished/Mailed
Subject: Quorun	2 days ago T	to M. McWilliams
Right o	but he had n	services
Dear Mike:	Mik has as	+ rec'l Alan
As you requested, e Parcels 5 and 6 for been revised to incl	A profile info for	Dr A dl I
If you have questio	Telecon & Chil	Behihib
Very truly yours,	FB Interlos	laquent to Survayor
PARSONS TRAN	The stall have	exect in wait.
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Phillip G. Weston, P Project Manager	be in mail the	rxua Jap
	101140000	
cc: Mr. James Pierce	Innovation iswanting the	Teamwork is v/orking together
Enclosures	extraordinary, then creating it	and succeeding together

### EXHIBIT "A"

COUNTY:

DALLAS

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL:

5

### PARCEL 5

BEING A 0.0130 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF A 100 FOOT RIGHT—OF—WAY CONVEYED TO D. P. & L. CO. ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST (ALSO CALLED NORTH 89 DEGREES 27 MINUTES 36 SECONDS WEST) A DISTANCE OF 60.43 FEET TO A 1/2" IRON ROD FOR CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT—OF—WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID NORTHEAST LINE OF THE 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, SOUTH 17 DEGREES OI MINUTES OO SECONDS EAST A DISTANCE OF 130.77 FEET TO A POINT FOR CORNER, SAID POINT ALSO LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING CENTRAL ANGLE OF 11 DEGREES 12 MINUTES 50 SECONDS, A RADIUS OF 694.0 FEET, A CHORD BEARING OF NORTH 22 DEGREES 37 MINUTES 25 SECONDS WEST AND A CHORD LENGTH OF 135.61 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 135.83 FEET TO A POINT FOR CORNER LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBEO;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, SOUTH 89 DEGREES 28 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 89 DEGREES 27 MINUTES 36 SECONDS EAST) A DISTANCE OF 13.90 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 566.03 SQUARE FEET OR 0.0130 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

RONALD A. YOUNG

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NØ. 2960

### EXHIBIT "A"

COUNTY:

DALLAS

ROADWAY :

SOUTH QUORUM/INWOOD CONNECTION

PARCEL:

6

### PARCEL 6

BEING A 0.8130 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF A 100 FOOT RIGHT-OF-WAY CONVEYED TO D. P. & L. CO. ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD LYING AT THE SOUTHWEST CORNER OF BLOCK 3, QUORUM ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79100, PAGE 1895, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING THE SOUTHEAST CORNER OF BLOCK 3, QUORUM WEST ADDITION, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81005, PAGE 1454, DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION, NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST (ALSO CALLED NORTH 89 DEGREES 27 MINUTES 36 SECONDS WEST) A DISTANCE OF 60.43 FEET TO A 1/2" IRON ROD FOR CORNER, SAID POINT ALSO LYING IN THE NORTHEAST LINE OF THE PREVIOUSLY MENTIONED 100 FOOT D. P. & L. CO. RIGHT-OF-WAY;

THENCE ALONG THE SAID NORTHEAST LINE OF THE 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, SOUTH 17 DEGREES D1 MINUTES OO SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES D1 MINUTES 34 SECONDS EAST) A DISTANCE OF 377.D7 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG THE NORTHEAST LINE OF THE SAID 100 FOOT D. P. & L. CO. RIGHT-OF-WAY SOUTH 17 DEGREES 01 MINUTES 00 SECONDS EAST (ALSO CALLED SOUTH 17 DEGREES 01 MINUTES 34 SECONDS EAST) A DISTANCE OF 872.84 FEET TO A POINT FOR CORNER, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 23 SECONDS, A RADIUS OF 494.0 FEET, A CHORD BEARING OF NORTH 32 DEGREES 09 MINUTES 13 SECONDS WEST AND A CHORD LENGTH OF 82.87 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 82.97 FEET TO A POINT FOR REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19 DEGREES 56 MINUTES 54 SECONDS, A RADIUS OF 506.0 FEET, A CHORD BEARING OF NORTH 26 DEGREES 59 MINUTES 27 SECONDS WEST AND A CHORD LENGTH OF 175.28 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 176.17 FEET TO A POINT FOR CORNER:

THENCE NORTH 17 DEGREES 01 MINUTES 00 SECONDS WEST A DISTANCE OF 410.99 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27 DEGREES 54 MINUTES 28 SECONDS, A RADIUS OF 292.0 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 46 SECONDS WEST AND A CHORD LENGTH OF 140.83 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 142.23 FEET TO A POINT OF REVERSE CURVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 53 MINUTES 11 SECONDS, A RADIUS OF 155.13 FEET, A CHORD BEARING OF NORTH 03 DEGREES 03 MINUTES 07 SECONDS WEST AND A CHORD LENGHT OF 74.76 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 75.50 FEET TKO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 35,416.09 SQUARE FEET OR 0.8130 ACRES OF LAND.

THE BASIS OF BEARINGS IS THE MORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0850 FEBRUARDS OF DALLAS COUNTY, TEXAS.

RONALD A. YOUNG

REGISTERED PROFESTEXAS REG. NO. 296

IRVEYOR

### **PARSONS**

Barton-Aschman Associates, Inc. • A Unit of Parsons Transportation Group, Inc. 2630 West Freeway • Suite 132 • Fort Worth • Texas • 76102 USA• (817) 877-5803 • (817) 877-3214 fax

October 20, 1999

Mr. Mike McWilliams TXU Electric P.O. Box 970, Mail Code 1117/0006 Fort Worth, TX 76101-0970

Subject:

Quorum / Inwood Connector

Right of Way Documents

### Dear Mike:

As you requested, enclosed are two signed originals each of the plat and legal description of Parcels 5 and 6 for the Quorum / Inwood Connector in the Town of Addison. These plats have been revised to include a description of the TXU tower locations shown.

If you have questions, please feel free to give me a call me at (817) 877 - 5803.

Very truly yours,

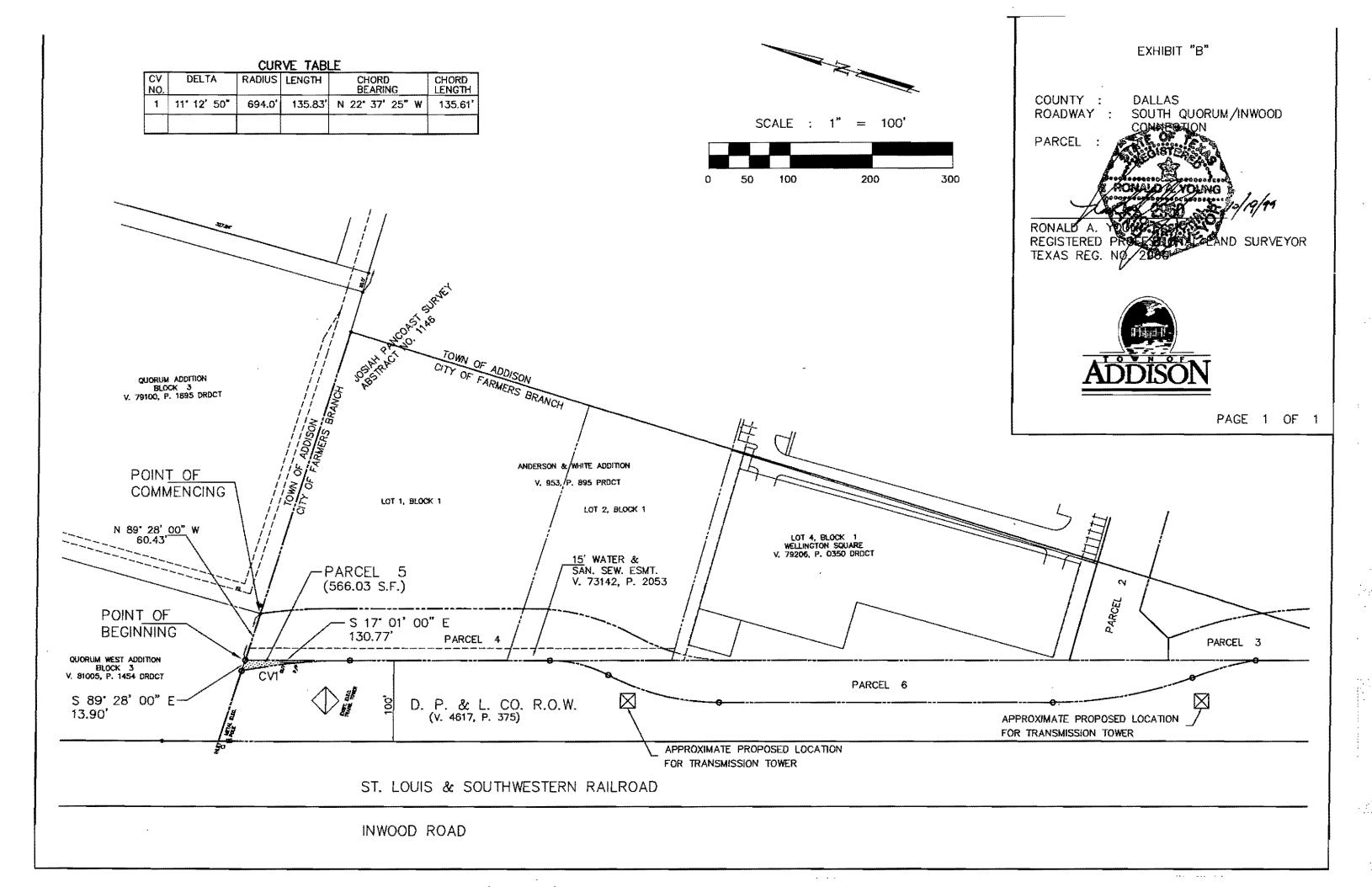
PARSONS TRANSPORTATION GROUP, INC.

Phillip G. Weston, P.E.

Project Manager

cc: Mr. James Pierce, Town of Addison

**Enclosures** 



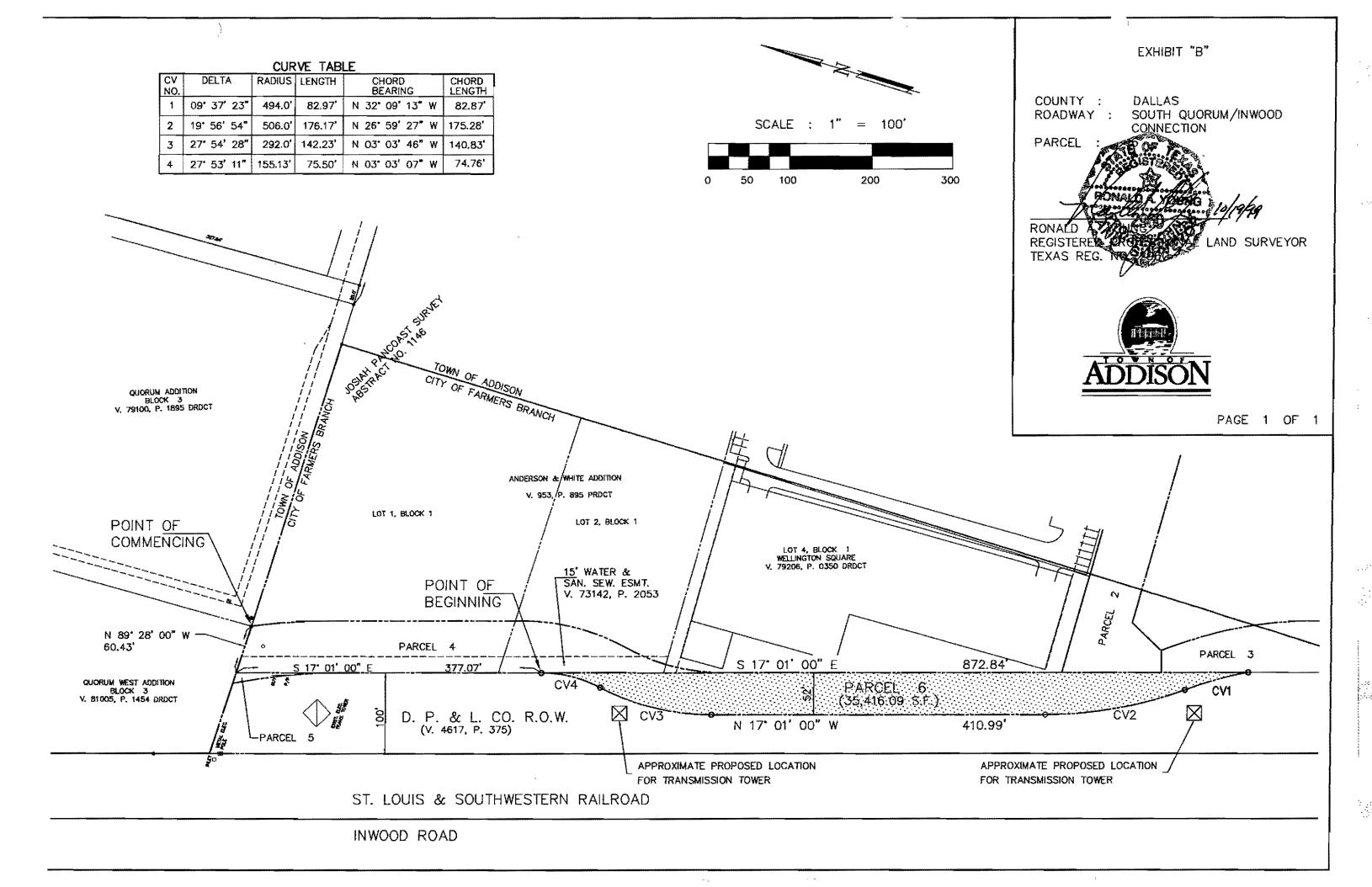


EXHIBIT "A"

COUNTY : ROADWAY :

DALLAS

SOUTH QUORUM/INWOOD CONNECTION

PARCEL:

### PARCEL 5

BEING A 0.0130 ACRE TRACT OF LAND SITUATED IN THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, IN THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146, AND BEING PART OF A 100 FOOT RIGHT-OF-WAY CONVEYED TO D. P. & L. CO. ACCORDING TO THE DEED RECORDED IN VOLUME 4617, PAGE 375, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE SAID NORTHEAST LINE OF THE 100 FOOT D. P. & L. CO. RIGHT-OF-WAY, SOUTH 17 DEGREES OI MINUTES OO SECONDS EAST A DISTANCE OF 130.77 FEET TO A POINT FOR CORNER, SAID POINT ALSO LYING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING CENTRAL ANGLE OF 11 DEGREES 12 MINUTES 50 SECONDS. A RADIUS OF 694.0 FEET, A CHORD BEARING OF NORTH 22 DEGREES 37 MINUTES 25 SECONDS WEST AND A CHORD LENGTH OF 135.61 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 135.83 FEET TO A POINT FOR CORNER LYING IN THE SOUTH LINE OF BLOCK 3, QUORUM WEST ADDITION AS PREVIOUSLY DESCRIBED:

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THE BASIS OF BEARINGS IS THE NORTH LINE OF LOT 4, BLOCK 1, WELLINGTON SQUARE AS RECORDED IN VOLUME 79206, PAGE 0350, DEED RECORDS OF DALLAS COUNTY, TEXAS.

RONADO A YOUNG

RONALD A. YOUNG

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REG. NO. 2960

	· .		
•, •			

10-19-99 Phil will

### Jim Pierce

From:

Jim Pierce

Sent:

Monday, October 18, 1999 9:28 AM

To: Cc: Phil Weston (E-mail) Mike McWilliams (E-mail)

Subject:

Inwood/S.Quorum-Changes to Site Plan

Phil: The comment below pertains to the 11"x17" drawing that shows the road Segments, etc. as well as some tower locations. The towers at each end of Segment G were approximate proposed locations as noted below. Please have those towers noted on the drawing as requested below and get 2 copies to Mike McWilliams. Thanks, Jim.

----Original Message----

From: mmcwilliams@txu.com [mailto:mmcwilliams@txu.com]

Sent: Tuesday, October 12, 1999 2:12 PM

To: Jpierce@ci.addison.tx.us

Subject: Inwood/Quorum Road Project

Jim, I went and visited with our attorney after lunch about the agreement for

the easement for the road. One thing he asked was that the transmission tower

locations shown on your surveyor's exhibit be designated as "Approximate Proposed Location for Transmission Tower". Can you get your surveyor to add

that to the exhibits? Thanks.

### Jim Pierce

From:

Jim Pierce

Sent:

Tuesday, October 12, 1999 5:04 PM

To:

'mmcwilliams@txu.com'

Subject:

RE: Easement for Roadway

Yes, one set will come from Phil Weston of Parsons Transportation Group and one set will come from me.

----Original Message----

From: mmcwilliams@txu.com [mailto:mmcwilliams@txu.com]

Sent: Tuesday, October 12, 1999 10:05 AM

To: Jpierce@ci.addison.tx.us Subject: Easement for Roadway

Jim, it looks like the field notes and plat you sent to me for the easement are copies of the originals. I will need a two sets of original documents for the agreement. Can you get a set in the mail to me? Thank you.

### Jim Pierce

From:

Phillip Weston [Phillip.Weston@parsons.com]

Sent:

Tuesday, October 12, 1999 2:44 PM

To: Cc: Subject: ipierce@ci.addison.tx.us mmcwilliams@txu.com Re: FW: Utility Adjustments



Jim.

Yers, we now have a draft copy of the surveyor's electronic file.

I

am attaching a copy for you and copying McWilliams with the info. This drawing is a draft, subject to changes as they add utility info

and review their work.

Call if you have questions.

Phil

Reply Separator

Subject: FW: Utility Adjustments

Author: jpierce@ci.addison.tx.us at NetTalk

Date: 10/11/99 2:54 PM

Phil: Attached is a message from Mike McWilliams re the location of the

towers. He is right, the towers on our drawings show a possible future location, not the existing locations. Do you have the existing tower locations you can send him? Mike is located in Ft. Worth at 115 W. 7th St.

817-215-6375. Please let me know. Jim.

----Original Message----

From: mmcwilliams@txu.com [mailto:mmcwilliams@txu.com]

Sent: Monday, October 11, 1999 11:51 AM

To: Jpierce@ci.addison.tx.us Subject: Utility Adjustments

Jim, I just called your office and you weren't in, so I left a message. Ι

got

the survey information from you. I have one question that really does

pertain to the agreement at hand, but it will affect the final outcome οf

the

project. At one time, I visited with one of the consultants working on

project for you about the locations of our towers. I had a print from them

and

I was inquiring about the accuracy of the location of the towers as shown on

drawings. He said that the tower locations should not be trusted for

design

purposes. The question I have now is are the towers accurately shown on the

drawings you sent to me or can I get a file from your surveyor showing the

actual locations of the towers (if he has them located)? The tower locations

don't look exactly right on the drawings I have. It looks like he is showing an

illustration of what the ultimate configuration would be. I would like to

use

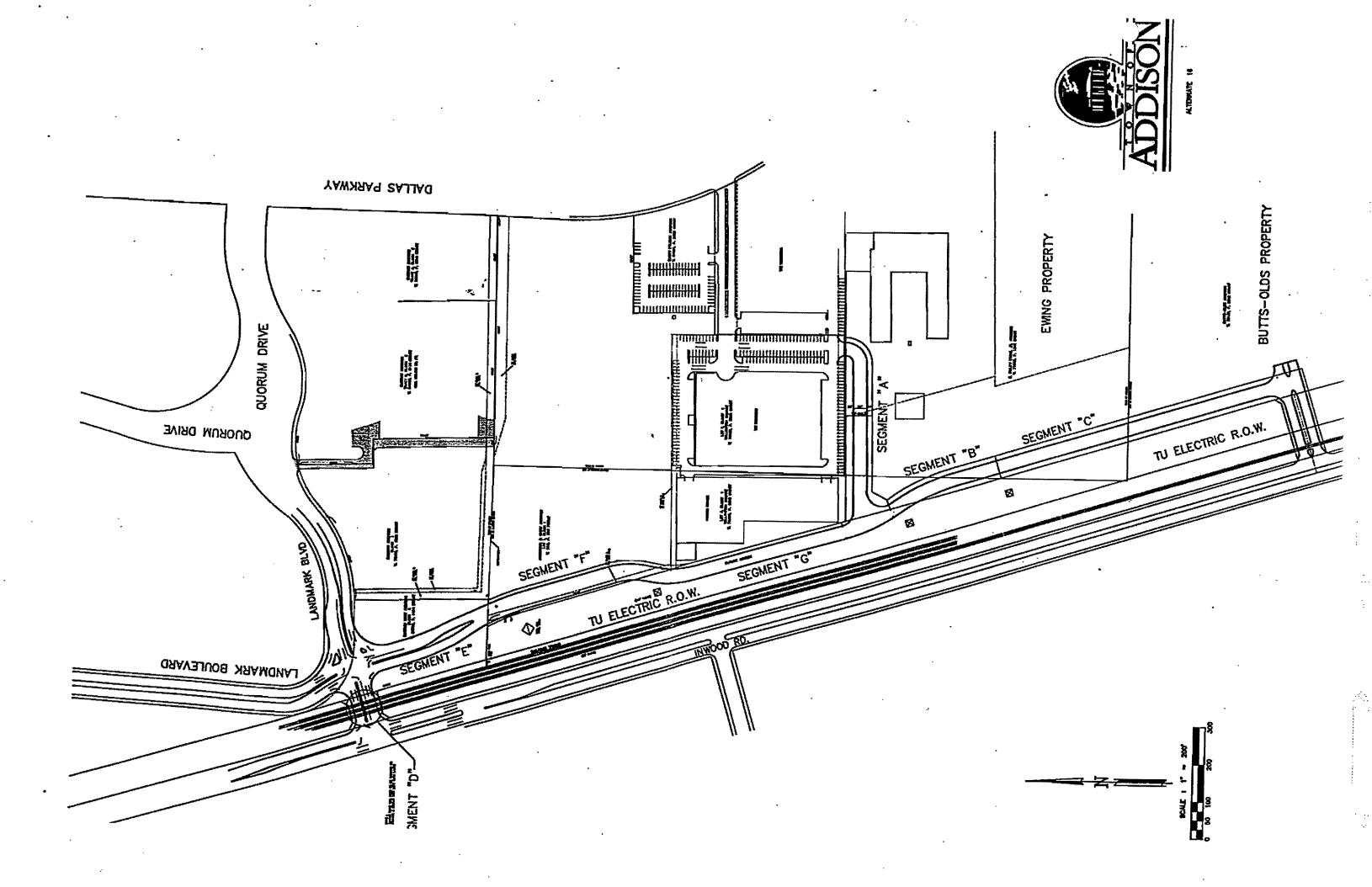
this for my design purposes. Thank you.



<u>ADDISON</u>		TTENTION 305 NO.
Public Works / Engineering 6801 Westgrove • P.O. Box 144 Addison, Texas 75001 elephone: [214] 450-2871 • Fax: (2		Inwood/S. Querum Project
o Mike McWil TXU Ff Worth	lams	
Shop Drawings  Copy of letter	Attached □ Unde	er separate cover via the following items:  S □ Samples □ Specifications
COPIES DATE NO.	-	Parcek 5 46
HESE ARE TRANSMITTED	as chacked below:	
□ For approval  For your use  As requested	<ul><li>□ Approved as submitted</li><li>□ Approved as noted</li><li>□ Returned for corrections</li></ul>	☐ Resubmit copies for approval ☐ Submit copies for distribution ☐ Return corrected prints
	19	☐ PRINTS RETURNED AFTER LOAN TO US
ЮРҮ ТО		IGNED: Jun Lieui

LETTER OF TRANSMITTAL

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





### PUBLIC WORKS DEPARTMENT

(972) 450-2871

October 8, 1999

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

Mr. Mike McWilliams TXU Electric P.O. Box 970, Mail Code 1117/0006 Fort Worth, TX 76101-0970 Street address: 115 West 7th St.

Re: Town of Addison, Inwood/S.Quorum Project

Dear Mr. McWilliams:

As we discussed on the phone today, the pieces of this project are finally coming together, and The Town of Addison would now like to move forward with this project with all possible speed. I have enclosed a copy of the metes and bounds descriptions, with maps of the easements that we would require for the roadway, as you requested, so we can proceed with the agreement and conveyance of the easements. I have also enclosed an exhibit that shows the overall roadway alignment.

Please be assured that the Town is willing to pay all reasonable costs for relocation of the towers and we would welcome words to that effect in the agreement.

The roadway section will be 37' wide, back to back of curb, and will be centered in the 52' easement. The roadway will be at the elevation of the existing grade for all practical purposes. It may be a little lower in spots to promote drainage. Hopefully, this will be enough information for you to prepare the necessary paperwork to convey the easements.

Our project schedule is as follows:

- Plan and Profile to TXU for tower engineering October 29
- TXU convey easement to Addison November 15
- Complete roadway engineering November 30
- TXU move towers December and January (or sooner)
- Begin roadway construction March, 2000
- Complete roadway construction September, 2000

Please give me a call at 972-450-2879 if you have any questions or require additional information.

Very truly yours,

Town of Addison

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

cc: Chris Terry, Assistant City Manager

John Baumgartner, Director of Public Works

Enclosures

Jol 9 -888-1313

Jim Pierce

From:

John Baumgartner

Sent:

Thursday, July 15, 1999 11:16 AM

To:

Ron Whitehead; Chris Terry

Cc:

Jim Pierce

Subject: FW: Ad

FW: Adjustments to Transmission Line for Inwood/Quorum Road

It looks like we have made some progress with TXU. This memo indicates that there is no charge for the roadway easement from TXU. We are working on getting the agreement finalized. TXU is reluctant to quote firm costs for all their relocations until they have actual construction plans. This quote only covers their transmission line not their distribution system. As you know, we have not started the design phase of the project.

----Original Message----

From: mmcwilliams@txu:com[SMTP:mmcwilliams@txu:com]

Sent:

Monday, July 12, 1999 2:17 PM

To:

jpierce@ci.addison.tx.us; jbaumgartner@ci.addison.tx.us

Cc:

jhooker1@txu.com

Subject:

Adjustments to Transmission Line for Inwood/Quorum Road

Dear Sirs,

The estimated cost to adjust TXU Electric's North Lake-North Haven 138 kV Line to accommodate the extension/construction of the Inwood Road/Quorum Road improvements is \$90,000. This estimate is based on relocating two of the existing towers to a new location along the line, and the addition of another tower to the line. Please note that there will be no charge for the roadway easement on TXU's fee owned right-of-way.

The estimate was made without the benefit of a detailed on the ground survey or subsurface investigation, and is subject to change.

The structures in this line are very near the IFR approach zone into Addison Airport, and nothing can be allowed to penetrate this zone. Using the preliminary design from which I derived the estimate, TXU's proposed structures are below the approach zone, yet still provide the necessary clearance between the ground and the conductor. If, for some unforeseen reason, we are not able to maintain the minimum ground clearances using the standard structures per the preliminary design, and since we will be limited on structure height, it may be necessary to install structures of a special configuration, which could affect the price. Fortunately, I do not expect the approach zone to be a problem, but I wanted you to be aware of it just in case.

The Public Utility Commission of Texas has regulatory authority over all activities regarding transmission lines, including adjustments such as this. To obtain the necessary regulatory approval, it will be necessary to submit an Exemption Report to the PUC. This is generally an administrative procedure and approval is usually granted within 30 days.

The work will be limited to periods of low electrical demand which typically occur in the spring or fall.

If the Town of Addison is interested in pursuing this project, I will need a more detailed set of plans. Once I receive the plans, I will proceed with a detailed design and cost estimate. The design and cost estimate, along with the roadway easement, will be incorporated into an agreement. Once both parties sign the agreement, we will proceed with material ordering and the necessary PUC approvals. I think this project could be completed this fall if I can obtain the plans in a timely manner. If you have any questions, please feel free to contact me. My telephone number is 817/215-6375.

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PROJECT SCHEDULE																
INWOOD/S.QUORUM PROJECT																
August,1999	MON	THS		$\vdash$										1		
TASK	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Prepare Scope of Work	Completed													,		
Request Engineering Proposal	Completed										-					
Select Engineer	Completed															
Council Approval Engr Contract								·								
Preliminary Engineering																
Preliminary Engineering Review																
Final Engineering																
Final Engineering Review																
Right-of-Way Acquisition																
Relocation of Utilities-Engineering																
Relocation of Utilities-Construction																***************************************
Obtain Needed Permits(Railroad)																
Interlocal Agreement(Farmers Branch)	The state of the s													*****		
Advertise for Bids																
Recommendation of Award, Approval																
Sign Contract, Obtain Bonds						1		***************************************								
Notice to Proceed																
Preconstruction Conference																
Construction Phase									***************************************							
Project Close Out, As-Builts										Tresson State Stat			-		eriore acide	



### PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

March 30, 1999

Ms. Jeanne Hooker, District Manager TU Electric 14400 Josey Lane Farmers Branch, TX 75234

Re: Inwood/S. Quorum Project

Dear Ms. Hooker:

I have attached two copies of an Agreement and Right-of-Way Deed concerning the dedication of right-of-way for the above referenced project, for signature.

We would like to have the signed documents back on or before April 19, 1999 so that the transaction can be put on the Council Agenda for approval at the April 27, 1999 meeting.

Please give me a call at 972-450-2879 if I can be of assistance.

Very truly yours,

Town of Addison

James C. Pierce, Jr., P.E., DEE

Assistant City Engineer

cc: John Baumgartner, Director of Public Works

Enclosures

## COWLES & THOMPSON

A Professional Corporation





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

February 26 1999

Mr. Jim Pierce Town of Addison P. O. Box 9010 Addison, Texas 75001-9010

> South Quorum Road Project/Crescent Real Estate Equities/TU Electric Re:

Dear Jim:

Enclosed please find drafts of an Agreement and a Right-of-Way Deed concerning the proposed dedication by Crescent Real Estate Equities Limited Partnership and TU Electric.

Please call should you have any comments or questions.

Sincerely,

Robert G. Buchanan, Jr.

BOB Buchen

RGB:wn Enclosures

2 copies for for



# LETTER OF TRANSMITTAL

### PARSONS TRANSPORTATION GROUP

	5 Belt Line Ro	ad, Suite 199				DATE:	2/11/99	JOB NO.
Dalla	as, Texas 752	·				ATTENT	ION:	Mr. Jim Pierce, P.E.
Tele	phone #: (972	2) 991-1900 F	ax #: (972) 490-926	<b>31</b>		RE:		
	o #: 263-9138	-	, ,				South Qu	orum/Inwood Connection
TO:	Town of A	ddison					Right-of-V	Way Descriptions/Maps
		stgrove Drive	1604	•			3	
	Addison, I	Гехаѕ	(214) 450-28	179				
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Check with Greg Hilton, TU An Name & ROW people H- Contact.

- Dennis Wozniak 7 -972-679-2923

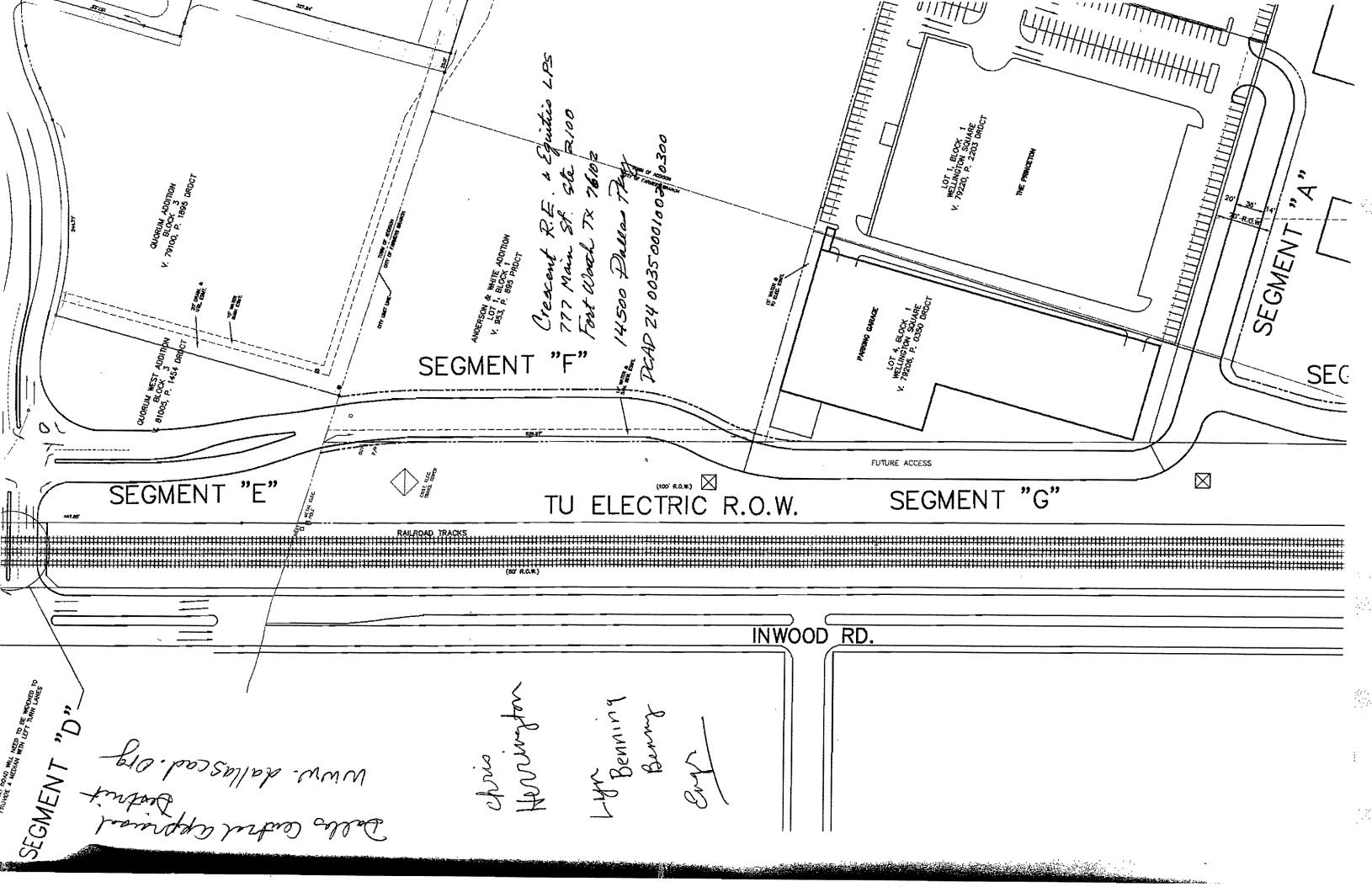
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## CHRISTOPHER HARRINGTON Engineering Department

CITY OF FARMERS BRANCH 13000 WM. 000SON PKWY. P.O. BOX B19010 FARMERS BRANCH, TX 753B1-9010

FARMERS BRANCH, TX 75381-9010 (972) 919-2576 E-MAIL: harringe@cl.farmers-branch.tx.us FAX # (972) 919-2585





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LETTER OF TRANSMITTAL

SIGNED:

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

Inwood/s. Quoum from Ron Joury: A liquidation Deed -Crescent Real Estate Equities Limited Partnership Volume 4633 page 308 To: 1 Dallas Power & Light Co. Post-it® Fax Note To Bob Buchanan Co./Dept. Cowless Thompson Bob: Thought Phone # these notes might 972-450-2879 Fax #214- 263-0005



	A	ATTENTION	
Public Works / Engineering 6801 Westgrove • P.O. Box 144 Addison, Texas 75001 elephone: [214] 450-2871 • Fax: (2		Inwood /	Froject
o Bob Buchan	- 440		
Cowles & The	mpsor		
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OPY TO	***************************************		

972-450-2879

LETTER OF TRANSMITTAL

1-25-99

JOB NO.

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

1/20/99 16:11:06 * C T T Y O F BRANCH* TXR010 FARMERS * E SEARCH* OPERTY OWNER DCAD#: (65) 114653018000000 B1k Lot Land Value : 779,300 SubDv: JOSIAH PANCOAST ABST 1146 PG Improvement: Legal: 00018 INWOOD 779,300 Appraisal Mort: Tax Rep: 566 Over 65= D.B.A.: TEXAS UTILITIES ELEC CO Zone: C ROW: Dsab Vt= Name : SPTB: J30 ISD: DS HomeStd= NCDE: 2DS PO BOX 219071 Rate: 1982-90 .4000/100 Dsab Pn= Exempt =% STATE & LOCAL TAX DEPT 1991-.4400/100 Delete = DALLAS TX 75221 | Exemptions | Tax l H 6 D T [ Land Imprv Market Value 5 E E Value Yr Date Owner E Value 970840 90 10/01/90 TEXAS UTILITIES ELEC 970840 970840 970840 91 10/01/91 TEXAS UTILITIES ELEC 970840 970840 92 10/01/92 TEXAS UTILITIES ELEC 93 10/01/93 TEXAS UTILITIES ELEC 970840 970840

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CMD7-Taxes

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CMD7-Taxes

1/20/99 16:12:25 * C T T Y O F FARMERS BRANCH* TXR010 * F OPERTY EARCH* OWNER DCAD#: 24 114653710430100 Blk Lot Land Value : 115,550 SubDv: JOSIAH PANCOAST ABST 1146 PG TR 4 Improvement: Legal: 14300 INWOOD Appraisal 115,550 Mort: Tax Rep: 566 Over 65= D.B.A.: TEXAS UTILITIES ELEC CO Zone: ROW: Dsab Vt= Name : SPTB: J30 ISD: DS HomeStd= NCDE: Dsab Pn= PO BOX 219071 Rate: 1982-90 .4000/100 Exempt =% STATE & LOCAL TAX DEPT 1991-.4400/100 Delete = DALLAS TX 75221 | Exemptions | Tax j H 6 D T | Land Imprv Market 5 E EI Value Owner ΙE Value Value Yr Date 97 7/19/97 TEXAS UTILITIES ELEC 120100 120100 TEXAS UTILITIES ELEC 98 9/19/98 115550 115550

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CMD3-Exit

CMD5-Comment

CMD7-Taxes

