

Steve Chutchian

From: Slade Strickland
Sent: Friday, October 18, 2002 8:53 AM
To: Michael Murphy
Cc: 'rfrye02@yahoo.com'; Chris Terry; Steve Chutchian; Ron Lee
Subject: RE: Landscape for Brookhaven Club Drive

Mike, I was waiting to see the amount you have available so we can determine the scope of improvements. Since I don't have a design yet, would it be safe to say we have a range of \$60K available? After discussing the project with Chris, he wants to leave the existing monument sign in place; however, I would like to consider a new decorative sidewalk, pedestrian and monument sign lighting, irrigation system, new planting beds and at least 4-6 specimen shade trees.

Once we can determine available funds, I can authorize the landscape architect, Robin Frye, to proceed on the design.
Thanks

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

From: Michael Murphy
Sent: Wednesday, October 16, 2002 4:11 PM
To: Chris Terry; Slade Strickland
Subject: Landscape for Brookhaven Club Drive

Chris, Slade,

As you know we finished the Marsh Lane Water Line project well under budget. This surplus money has been entered back into the Utility Fund. Therefore, there is no residual money still remaining in the Marsh Lane account per say.

So, what we need is a budget amount that we can incorporate as part of the Brookhaven project we are getting ready to build, and approach it as part of "restoration of damaged landscape" and pay out of the Utility fund once construction is complete.

Mike

Michael E. Murphy, PE
Director of Public Works
(972) 450-2878 Work
(214) 215-5280 Mobile
(972) 450-2837 Fax
E-Mail: mmurphy@ci.addison.tx.us

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
RONALD V. CONWAY, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.
DOUGLAS K. SHOWERS, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

October 9, 2002

Mr. Luke Jalbert, E.I.T.
Engineering Dept.
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Re: Brookhaven Club Sanitary Sewer Line
Bid No. 02-45

Dear Mr. Jalbert:

We have checked the bids received at 2:00 p.m., Tuesday, October 1, 2002, for the Brookhaven Club Sanitary Sewer Line project. We are enclosing six (6) copies each of the Itemized Bid Tabulation and the Bid Summary.

The low bid was received from Barson Utilities, Inc. in the amount of \$602,828.00. The second low bid was received from John Burns Construction Company of Texas in the amount of \$937,120.00. Both bidders have a record of satisfactorily completing utility type projects.

Accordingly, based on the information we have available to us, we recommend that the Town award a contract to Barson Utilities, Inc. in the amount of \$602,828.00.

We are available at your convenience to discuss any questions you may have with our recommendation.

Sincerely yours,



John W. Birkhoff, P.E.

Enclosures

10-1-02

TOWN OF ADDISON, TEXAS
Brookhaven Club Sanitary Sewer Line
(Bid No. 02-45)

BID SCHEDULE SUMMARY

Total Amount
Materials & Services

(A) TOTAL OF STANDARD BID (Items 1 Through ²⁸~~29~~): \$ 817,120.00

Written in Words: Eight Hundred Seventeen Thousand One Hundred Twenty and ^{no}/₁₀₀ Dollars

TOTAL OF TIME BID: 120 (calendar days)

(B) TOTAL OF CALENDAR DAYS x \$1,000.00 = 120,000.00

BASIS FOR COMPARISON OF BIDS: (A) + (B) = TOTAL BID:	<u>937,120.00</u>
-------------------------------------------------------------	-------------------

- NOTES:**
1. All items, labor, materials, equipment, facilities, incidentals, and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.
 2. Prices must be shown in words and figures for each item listed in this Proposal. In the event of discrepancy, the words shall control.
 3. It is understood that the Bid Security shall be collected and retained by the Owner as liquidated damages in the event a contract is made by the Owner based on this proposal within ninety (90) calendar days after receiving bids and the undersigned fails to execute the contract and required bonds within ten (10) days from the date the Contractor is notified and has received the conformed documents. After this period, if the contract has been executed and the required bonds have been submitted, the said Bid Security shall be returned to the undersigned upon demand.
 4. One contract will be awarded based on the total value of Items (A) plus (B).

Bidder's Tax I.D. No. or Employer No. 75-2016980

A CORPORATION

By John Burns Construction Company of Texas, Inc.
(Corporation Name)

Texas
(State of Incorporation)

By [Signature]
Dwight Tabbs (Name of Person Authorized to Sign)

Executive Vice President
(Title)

(Corporate Seal)

Attest Claudia Thomas
(Secretary)

Business address: 655 E. Main St, Lewisville, Texas 75067

Phone No. 972/434-6789

A JOINT VENTURE

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

CNA INSURANCE COMPANIES

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we

John Burns Construction Company of Texas, Inc.

, Principal,
and National Fire Insurance Company of Hartford, Surety, are held and firmly
bound unto

Town of Addison

, Obligee,
in the sum of **FIVE (5%) PERCENT OF THE GREATEST AMOUNT BID-----**
-----Dollars (\$ 5% GAB-----)

for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

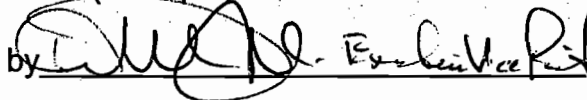
WHEREAS, Principal has submitted or is about to submit a proposal to Obligee
on a contract for **Brookhaven Club Sanitary Sewer Line**

NOW, THEREFORE, if the said contract be awarded to Principal and Principal
shall, within such times as may be specified, enter into contract in writing and
give such bond or bonds as may be specified in the bidding or contract
documents with surety acceptable to Obligee; or if Principal shall fail to do so,
pay to Obligee the damages which Obligee may suffer by reason of such failure
not exceeding the penalty of this bond, then this obligation shall be void;
otherwise to remain in full force and effect.

Signed, sealed and dated **September 24, 2002.**

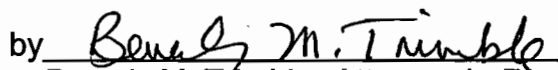
John Burns Construction Company of Texas, Inc.

(Principal)

by  (Seal)

National Fire Insurance Company of Hartford

(Surety)

by  (Seal)
Beverly M. Trimble, Attorney-in-Fact

TRANSMITTAL OF ADDENDUM

INSTRUCTIONS:

Acknowledge receipt of Addenda in Proposal, on outer envelope of bid AND WITH THE FORM BELOW FAXED TO (972) 450-7096 upon receipt.

Addendum Acknowledgment FAX to (972) 450-7096

I Acknowledge the receipt of Addendum No. 1

Town of: ADDISON, TEXAS

Project Name: 02-45 Brookhaven Club Sanitary Sewer Line

By Facsimile Transmission on this date: September 20, 2002

[Signature]
Contractor's Signature

JOHN BURNS CONST. CO. OF TX. INC
Company Name

E-Mail Address: PROY@JBCCO.COM

"PLEASE SIGN & FAX THIS PAGE BACK TO TOWN OF ADDISON"
(as verification that you received this Fax)
972-450-7096

Total Number of Fax Pages: 2

**Bid 02-45
Brookhaven Club Sanitary Sewer Line
ADDENDUM 1**

Bid opening date has changed to Tuesday, October 1, 2002 at 2:00PM
Sealed bids will be accepted by the Town of Addison, Purchasing Division, 5350 Belt Line Rd, Addison, TX.
Late bids will not be opened and returned.

END OF ADDENDUM

The undersigned bidder hereby certifies that the Addendum No. 1 has been incorporated in the contract and if accepted becomes part of the contract.

BY: 

Date: 9/24/02

TRANSMITTAL OF ADDENDUM

INSTRUCTIONS:

Acknowledge receipt of Addenda in Proposal, on outer envelope of bid **AND WITH THE FORM BELOW FAXED TO (972) 450-7096** upon receipt.

Addendum Acknowledgment FAX to (972) 450-7096

I Acknowledge the receipt of Addendum No. 2

Town of Addison, Texas

Project Name: BID 02-45 Brookhaven Club Sanitary Sewer Line

By Facsimile Transmission on this date: September 26, 2002

Paul Roy
Contractor's Signature

John Burns Const. Co. of Tx. Inc
Company Name

E-Mail Address: PROY@SBCCO.COM

**“PLEASE SIGN & FAX THIS PAGE BACK TO
TOWN OF ADDISON”
(as verification that you received this Fax)
(972) 450-7096**

Total Number of Fax Pages: 3

TOWN OF ADDISON, TEXAS
Bid 02-45
BROOKHAVEN CLUB SANITARY SEWER LINE

ADDENDUM NO. 2

Plans and specifications for the Brookhaven Club Sanitary Sewer Line project, for the Town of Addison, Texas, on which bids are to be received until 2:00 p.m., Tuesday, October 1, 2002, are hereby modified as follows:

1. Refer to the **CONSTRUCTION PLANS**:
 - A. Plan Sheet Nos. 1, 2 and 3: Change the slope of the pipe from 1.0% to 0.8% from Station 0+00 to Station 13+59.47. The flow line at Station 0+00 shall remain unchanged. Manholes along the line shall be adjusted accordingly to match revised grade.
 - B. Plan Sheet Nos. 2 and 6, Station 6+70. The existing line in the vicinity of Station 6+70 is scheduled to be replaced, due to a sag in the line. If the Contractor requires the manhole at 6+70, the existing 10-inch line to be replaced will need to be formed into the proposed manhole. The pipe at the manhole connection shall include a coupling with "O" ring rubber gasket with PVC pipe (Kor-N-Seal or approved equal).
 - C. Plan Sheet No. 10 – Asphalt Street Repair Detail. Add a geotextile fabric layer between the crushed stone and the granular/select material. The geotextile fabric shall be Trevira 112, or approved equal.
2. Refer to the **PROPOSAL FORM**:
 - A. Page PF-4, Items 7 and 8: The 10-inch SDR pipe alternative is the Polyethylene Sewer Pipe being utilized for the directional bore.
 - B. Page PF-6, Item 21: Remove the reference to Folded-in-Form.
 - C. Page PF-8, Item 29: Delete this item from the Proposal Form.
3. Refer to **SPECIAL PROVISIONS**:
 - A. Page SP-17, Subsection G -- Materials, 1) – Product Pipe. Change the pipe reference from page SP-34 to Section SP.35 - Sanitary Sewer Line Material on page SP-25.
 - B. Page SP-25, Section SP.35 - Sanitary Sewer Line Material:
 - 1) Change the DR rating to SDR-11.
 - 2) Change the inside pipe color from white to a light color.
 - 3) The pipe shall be a minimum inside diameter of 10-inches.
 - C. Page SP-25, Section SP.36 -- Sanitary Sewer Lining. Delete all reference to the fold and form method to line the existing sewer line.

4. Bidders shall acknowledge receipt of Addendum No. 2 in the space provided in the Proposal, on the outer envelope of their bid, and by faxing back the "Transmittal of Addendum Acknowledgment Sheet" to the Town of Addison at (972) 450-7096.

END OF ADDENDUM

The undersigned bidder hereby certifies that the Addendum No. 2 has been incorporated in the contract and if accepted becomes part of the contract.

BY: _____

Date: 9/30/02

Bid 02-45
Brookhaven Club Sanitary Sewer Line
ADDENDUM 1

Bid opening date has changed to Tuesday, October 1, 2002 at 2:00PM
Sealed bids will be accepted by the Town of Addison, Purchasing Division, 5350 Belt Line Rd, Addison, TX.
Late bids will not be opened and returned.

END OF ADDENDUM

The undersigned bidder hereby certifies that the Addendum No. 1 has been incorporated in the contract and if accepted becomes part of the contract.

BY: _____

Date: _____

BID FORM

10-01-02, 2002

TO: The Honorable Mayor and Town Council
Town of Addison, Texas

Gentlemen:

The undersigned bidder, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract for the following prices, to wit:

Signed by: [Signature]

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

- Addendum No. 1 [Signature]
- Addendum No. 2 [Signature]
- Addendum No. 3 _____

COPY

BARSON UTILITIES, INC.

Contractor

By: RONALD E BARSON
(please print name)

Signature: [Signature]

Title: PRESIDENT

5326 W. Ledbetter

Address

Dallas, Dallas County, TX 75236

City, County, State and Zip

(214) 941-9700

Telephone

Fax No.

E-Mail Address: _____

Seal and Authorization
(If a Corporation)

TOWN OF ADDISON, TEXAS
Brookhaven Club Sanitary Sewer Line

BID SCHEDULE

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
1	30	L.F.	Furnish and Install 10-Inch Sanitary Sewer by Open Cut, including Embedment complete in place, the sum of _____ <i>Sixty-seven</i> Dollars and <i>No</i> Cents per Linear Foot	67.00	2010.00
2	1,360	L.F.	Furnish and Install 10-Inch Sanitary Sewer by Directional Bore complete in place, the sum of _____ <i>Two Hundred Thirty-four</i> Dollars and _____ Cents per Linear Foot	234. ⁰⁰	318,240. ⁰⁰
3	1	Ea.	Furnish and Install 6-Foot Dia. Standard Manhole (Sheet No. 1) complete in place, the sum of _____ <i>Seventeen Thousand Six Hundred Seventy-five</i> Dollars and <i>No</i> Cents per Each	17,675.00	17,675.00
4	2	Ea.	Furnish and Install 6-Foot Dia. Drop Manhole (Sheet No. 3) complete in place, the sum of _____ <i>Eleven Thousand fifteen</i> Dollars and <i>No</i> Cents per Each	11,015.00	22,030.00
5	1	Ea.	Furnish and Install 4-Foot Dia. Standard Manhole (Sheet No. 3) complete in place, the sum of _____ <i>Four Thousand One Hundred Thirty-five</i> Dollars and <i>No</i> Cents per Each	4,135.00	4,135.00

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
6	1	Ea.	Furnish and Install 6-Foot Dia. Standard Manhole at Sta. 6+70, if required or directed by the City, including Backfill and Pavement Replacement (Sheet No. 2) complete in place, the sum of <u>Seventeen thousand four hundred Seventy five</u> Dollars and <u>no</u> Cents per Each	17,475. ⁻	17,475. ⁻
7	115	L.F.	Furnish and Install 10-Inch SDR35 Sanitary Sewer Line (Sheet No. 4) by Open Cut complete in place, the sum of <u>Seventy four</u> Dollars and <u>no</u> Cents per Linear Foot	74.00	8510.00
8	75	L.F.	Furnish and Install 10-Inch SDR35 Sanitary Sewer Line (Sheet No. 4) by other than Open Cut complete in place, the sum of <u>One hundred ninety three</u> Dollars and <u>no</u> Cents per Linear Foot	193. ⁰⁰	14,475. ⁻
9	2	Ea.	Furnish and Install 4.0 Drop Manholes (Sheet No. 4) complete in place, the sum of <u>Four Thousand One Hundred eighty five</u> Dollars and <u>no</u> Cents per Each	4,185.00	8370.00
10	10	S.Y.	Concrete Pavement Removal, including Curbs, Driveways and Full Depth Saw Cut complete in place, the sum of <u>Twenty-four</u> Dollars and <u>no</u> Cents per Square Yard	24.00	240.00

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
11	10	S.Y.	Furnishing and Placing 10-Inch, 3600 PSI Reinforced Concrete Pavement, including Curbs and Dowels complete in place, the sum of _____ <u>Eighty-two</u> Dollars and <u>No</u> Cents per Square Yard	82.00	820.00
12	350	S.Y.	Furnishing, Placing and Installing Solid Sod in Disturbed Areas complete in place, the sum of _____ <u>Five</u> Dollars and <u>No</u> Cents per Square Yard	5.00	1750.00
13	1	L.S.	Furnishing, Maintaining and Removing Barricades, all locations complete in place, the sum of _____ <u>Five Thousand</u> Dollars and <u>No</u> Cents per Lump Sum	5000.00	5000.00
14	30	L.F.	Furnishing, Maintaining and Removing Trench Safety Devices complete in place, the sum of _____ <u>One</u> Dollars and <u>No</u> Cents per Linear Foot	1.00	30.00
15	1	Ea.	Furnish and Install Cleanout complete in place, the sum of _____ <u>Three Hundred Twenty</u> Dollars and <u>No</u> Cents per Each	320.00	320.00
16	1	L.S.	Furnishing, Maintaining and Removing Trench Safety Devices for Bore Pits complete in place, the sum of _____ <u>Two Hundred</u> Dollars and <u>No</u> Cents per Lump Sum	200.00	200.00

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
17	1	L.S.	Trench Safety Design complete in place, the sum of _____ <u>Four Hundred</u> Dollars and <u>No</u> Cents per Lump Sum	400.00	400.00
18	1	L.S.	Irrigation Repair and Replacement complete in place, the sum of _____ <u>One Thousand Eight Hundred</u> Dollars and <u>No</u> Cents per Lump Sum	1800.00	1800.00
19	8	Ea.	Tree Removal complete in place, the sum of _____ <u>One Thousand Four Hundred</u> Dollars and <u>No</u> Cents per Each	1400.00	11,200.00
20	1	L.S.	Underwater Inspection of Swimming Pool, Block B, Lot 9 Wooded Creek Estates complete in place, the sum of _____ <u>One Thousand One</u> <u>Hundred-Fifty</u> Dollars and <u>No</u> Cents per Lump Sum	1150.00	1150.00
21	1,010	L.F.	Sanitary Sewer Rehabilitation (Cured-in-Place or Folded-in-Form) complete in place, the sum of _____ <u>Forty-seven</u> Dollars and <u>No</u> Cents per Linear Foot	47.00	47,470.00
22	300	L.F.	Furnish and Install 8-foot Cedar Wood Fence complete in place, the sum of _____ <u>Thirty-two</u> Dollars and <u>No</u> Cents per Linear Foot	32.00	9600.00

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
23	1	L.S.	Removal of Red Tip Photenia (Sheet 4) complete in place, the sum of _____ <u>Seven Hundred Fifty</u> Dollars and <u>No</u> Cents per Lump Sum	750.00	750.00
24	345	S.Y.	Placing 1-Inch HMAC Overlay, including Tack Coat complete in place, the sum of _____ <u>Seventeen</u> Dollars and <u>No</u> Cents per Square Yard	17.00	5865.00
25	1	L.S.	Clearing and Reconstruction of Staging Area on Brookhaven College Tract complete in place, the sum of _____ <u>Two Thousand Seven Hundred Fifty-five</u> Dollars and <u>No</u> Cents per Lump Sum	2755.00	2755.00
26	1	L.S.	Restoration of Disturbed Areas Across the Greenhaven Apartment Tract (Sheet 3), including Watering for 30-Days complete in place, the sum of _____ <u>Two Thousand Seven Hundred Fifty-three</u> Dollars and <u>No</u> Cents per Lump Sum	2753.00	2753.00
27	1	L.S.	Restoration of Right-of-Way along Marsh Lane, including Watering for 30-Days complete in place, the sum of _____ <u>Three Thousand Eight Hundred five</u> Dollars and <u>No</u> Cents per Lump Sum	3805.00	3805.00
28	100	L.F.	Removing and Replacing 4-Foot Wide Reinforced Cobble Stone Side Walk complete in place, the sum of _____ <u>Forty</u> Dollars and <u>No</u> Cents per Linear Foot	40.00	4000.00

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
29	1	L.S.	Furnishing, Installing and Making Operational Irrigation System complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum	ADDENDUM 2	
TOTAL AMOUNT BID (Items 1 Through 29)					512,828.00

TOWN OF ADDISON, TEXAS
Brookhaven Club Sanitary Sewer Line
(Bid No. 02-45)

BID SCHEDULE SUMMARY

Total Amount
Materials & Services

(A) TOTAL OF STANDARD BID (Items 1 Through 29):

\$ 512,828

Written in Words:

Five Hundred twelve Thousand Eight
Hundred Twenty-eight

TOTAL OF TIME BID:

90 (calendar days)

(B) TOTAL OF CALENDAR DAYS x \$1,000.00 =

90,000

BASIS FOR COMPARISON OF BIDS: (A) + (B) = TOTAL BID:

602,828.00

- NOTES:
1. All items, labor, materials, equipment, facilities, incidentals, and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.
 2. Prices must be shown in words and figures for each item listed in this Proposal. In the event of discrepancy, the words shall control.
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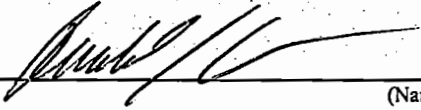
Bidder's Tax I.D. No. or Employer No.

752569158

A CORPORATION

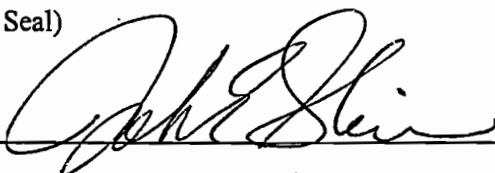
By BARSON UTILITIES, INC.
(Corporation Name)

TEXAS
(State of Incorporation)

By 
(Name of Person Authorized to Sign)

PRESIDENT
(Title)

(Corporate Seal)

Attest 
(Secretary)

Business address: 5326 W. Ledbetter
Dallas, TX 75236

Phone No. 214-941-9700

A JOINT VENTURE

By _____
(Name)

(Address)

By _____
(Name)

(Address)


(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**Bid 02-45
Brookhaven Club Sanitary Sewer Line
ADDENDUM 1**

Bid opening date has changed to Tuesday, October 1, 2002 at 2:00PM
Sealed bids will be accepted by the Town of Addison, Purchasing Division, 5350 Belt Line Rd, Addison, TX.
Late bids will not be opened and returned.

END OF ADDENDUM

The undersigned bidder hereby certifies that the Addendum No. 1 has been incorporated in the contract and if accepted becomes part of the contract.

BY:  _____

Date: 9/24/02

TOWN OF ADDISON, TEXAS
Bid 02-45
BROOKHAVEN CLUB SANITARY SEWER LINE

ADDENDUM NO. 2

Plans and specifications for the Brookhaven Club Sanitary Sewer Line project, for the Town of Addison, Texas, on which bids are to be received until 2:00 p.m., Tuesday, October 1, 2002, are hereby modified as follows:

1. Refer to the **CONSTRUCTION PLANS:**

- A. Plan Sheet Nos. 1, 2 and 3: Change the slope of the pipe from 1.0% to 0.8% from Station 0+00 to Station 13+59.47. The flow line at Station 0+00 shall remain unchanged. Manholes along the line shall be adjusted accordingly to match revised grade.
- B. Plan Sheet Nos. 2 and 6, Station 6+70. The existing line in the vicinity of Station 6+70 is scheduled to be replaced, due to a sag in the line. If the Contractor requires the manhole at 6+70, the existing 10-inch line to be replaced will need to be formed into the proposed manhole. The pipe at the manhole connection shall include a coupling with "O" ring rubber gasket with PVC pipe (Kor-N-Seal or approved equal).
- C. Plan Sheet No. 10 – Asphalt Street Repair Detail. Add a geotextile fabric layer between the crushed stone and the granular/select material. The geotextile fabric shall be Trevira 112, or approved equal.

2. Refer to the **PROPOSAL FORM:**

- A. Page PF-4, Items 7 and 8: The 10-inch SDR pipe alternative is the Polyethylene Sewer Pipe being utilized for the directional bore.
- B. Page PF-6, Item 21: Remove the reference to Folded-in-Form.
- C. Page PF-8, Item 29: Delete this item from the Proposal Form.


3. Refer to **SPECIAL PROVISIONS:**

- A. Page SP-17, Subsection G – Materials, 1) – Product Pipe. Change the pipe reference from page SP-34 to Section SP.35 - Sanitary Sewer Line Material on page SP-25.
- B. Page SP-25, Section SP.35 - Sanitary Sewer Line Material:
 - 1) Change the DR rating to SDR-11.
 - 2) Change the inside pipe color from white to a light color.
 - 3) The pipe shall be a minimum inside diameter of 10-inches.
- C. Page SP-25, Section SP.36 Sanitary Sewer Lining. Delete all reference to the fold and form method to line the existing sewer line.

4. Bidders shall acknowledge receipt of Addendum No. 2 in the space provided in the Proposal, on the outer envelope of their bid, and by faxing back the "Transmittal of Addendum Acknowledgment Sheet" to the Town of Addison at (972) 450-7096.

END OF ADDENDUM

The undersigned bidder hereby certifies that the Addendum No. 2 has been incorporated in the contract and if accepted becomes part of the contract.

BY: 

Date: 9/30/02

TRANSMITTAL OF ADDENDUM

INSTRUCTIONS:

Acknowledge receipt of Addenda in Proposal, on outer envelope of bid **AND WITH THE FORM BELOW FAXED TO (972) 450-7096** upon receipt.

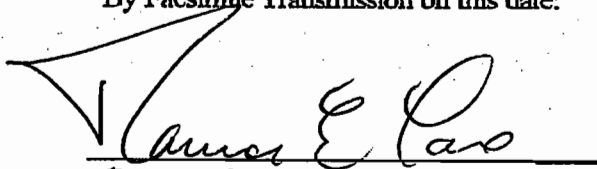
Addendum Acknowledgment FAX to (972) 450-7096

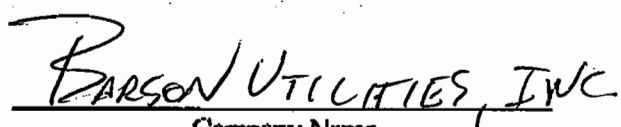
I Acknowledge the receipt of Addendum No. 2

Town of Addison, Texas

Project Name: BID 02-45 Brookhaven Club Sanitary Sewer Line

By Facsimile Transmission on this date: September 26, 2002


Contractor's Signature


Company Name

E-Mail Address: _____

**"PLEASE SIGN & FAX THIS PAGE BACK TO
TOWN OF ADDISON"
(as verification that you received this Fax)
(972) 450-7096**

Total Number of Fax Pages: 3

TRANSMITTAL OF ADDENDUM

INSTRUCTIONS:

Acknowledge receipt of Addenda in Proposal, on outer envelope of bid AND WITH THE FORM BELOW FAXED TO (972) 450-7096 upon receipt.

Addendum Acknowledgment FAX to (972) 450-7096

I Acknowledge the receipt of Addendum No. 1

Town of: ADDISON, TEXAS

Project Name: 02-45 Brookhaven Club Sanitary Sewer Line

By Facsimile Transmission on this date: September 20, 2002

Vlano & Co
Contractor's Signature

BARSON UTILITIES, INC.
Company Name

E-Mail Address: vlano@barsonutilities.com

"PLEASE SIGN & FAX THIS PAGE BACK TO TOWN OF ADDISON"
(as verification that you received this Fax)
972-450-7096

Total Number of Fax Pages: 2

BID FORM

October 1, 2002

TO: The Honorable Mayor and Town Council
Town of Addison, Texas

Gentlemen:

The undersigned bidder, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract for the following prices, to wit:

Signed by: [Signature]

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

- Addendum No. 1 9/20/02 [Signature]
- Addendum No. 2 9/26/02 [Signature]
- Addendum No. 3 _____

COPY

John Burns Construction Company of Texas, Inc.
Contractor

By: Driskoll Tubbs
(please print name)

Signature: [Signature]

Title: Executive Vice President

655 E. Main St., P.O. Box 1117
Address

Lewisville, Denton Co, Texas 75067
City, County, State and Zip

972/434-6789 972/221-8301
Telephone Fax No.

E-Mail Address: dtubbs@jbcco.com

Seal and Authorization
(If a Corporation)

TOWN OF ADDISON, TEXAS
Brookhaven Club Sanitary Sewer Line

BID SCHEDULE

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
1	30	L.F.	Furnish and Install 10-Inch Sanitary Sewer by Open Cut, including Embedment complete in place, the sum of _____ <i>One Hundred Sixty Five</i> Dollars and <i>No</i> Cents per Linear Foot	165.00	4950.00
2	1,360	L.F.	Furnish and Install 10-Inch Sanitary Sewer by Directional Bore complete in place, the sum of _____ <i>Four Hundred Three</i> Dollars and <i>No</i> Cents per Linear Foot	403.00	548,080.00
3	1	Ea.	Furnish and Install 6-Foot Dia. Standard Manhole (Sheet No. 1) complete in place, the sum of _____ <i>Ten Thousand</i> Dollars and <i>No</i> Cents per Each	10,000.00	10,000.00
4	2	Ea.	Furnish and Install 6-Foot Dia. Drop Manhole (Sheet No. 3) complete in place, the sum of _____ <i>Fourteen Thousand Five Hundred</i> Dollars and <i>No</i> Cents per Each	14,500.00	29,000.00
5	1	Ea.	Furnish and Install 4-Foot Dia. Standard Manhole (Sheet No. 3) complete in place, the sum of _____ <i>Three Thousand</i> Dollars and <i>No</i> Cents per Each	3000.00	3000.00

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
6	1	Ea.	Furnish and Install 6-Foot Dia. Standard Manhole at Sta. 6+70, if required or directed by the City, including Backfill and Pavement Replacement (Sheet No. 2) complete in place, the sum of _____ <u>Two Thousand</u> <u>Five Hundred</u> Dollars and <u>-No-</u> Cents per Each	2500.00	2500.00
7	115	L.F.	Furnish and Install 10-Inch SDR35 Sanitary Sewer Line (Sheet No. 4) by Open Cut complete in place, the sum of _____ <u>Eighty</u> Dollars and <u>-No-</u> Cents per Linear Foot	80.00	9200.00
8	75	L.F.	Furnish and Install 10-Inch SDR35 Sanitary Sewer Line (Sheet No. 4) by other than Open Cut complete in place, the sum of _____ <u>Four Hundred</u> Dollars and <u>-No-</u> Cents per Linear Foot	400.00	30,000.00
9	2	Ea.	Furnish and Install 4.0 Drop Manholes (Sheet No. 4) complete in place, the sum of _____ <u>Three Thousand</u> <u>Five Hundred</u> Dollars and <u>-No-</u> Cents per Each	3500.00	7000.00
10	10	S.Y.	Concrete Pavement Removal, including Curbs, Driveways and Full Depth Saw Cut complete in place, the sum of _____ <u>Forty Five</u> Dollars and <u>-No-</u> Cents per Square Yard	45.00	450.00

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
11	10	S.Y.	Furnishing and Placing 10-Inch, 3600 PSI Reinforced Concrete Pavement, including Curbs and Dowels complete in place, the sum of _____ <u>Ninety Five</u> Dollars and <u>-No-</u> Cents per Square Yard	95.00	950.00
12	350	S.Y.	Furnishing, Placing and Installing Solid Sod in Disturbed Areas complete in place, the sum of _____ <u>Seven</u> Dollars and <u>-No-</u> Cents per Square Yard	7.00	2450.00
13	1	L.S.	Furnishing, Maintaining and Removing Barricades, all locations complete in place, the sum of _____ <u>Ten Thousand</u> Dollars and <u>-No-</u> Cents per Lump Sum	10,000.00	10,000.00
14	30	L.F.	Furnishing, Maintaining and Removing Trench Safety Devices complete in place, the sum of _____ <u>One Hundred</u> Dollars and <u>-No-</u> Cents per Linear Foot	100.00	3000.00
15	1	Ea.	Furnish and Install Cleanout complete in place, the sum of _____ <u>One thousand</u> <u>Seven Hundred</u> Dollars and <u>-No-</u> Cents per Each	1700.00	1700.00
16	1	L.S.	Furnishing, Maintaining and Removing Trench Safety Devices for Bore Pits complete in place, the sum of _____ <u>Sixteen thousand</u> <u>Five Hundred</u> Dollars and <u>-No-</u> Cents per Lump Sum	16,500.00	16,500.00

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
17	1	L.S.	Trench Safety Design complete in place, the sum of <u>One Thousand</u> <u>Two Hundred Fifty</u> Dollars and <u>No</u> Cents per Lump Sum	1250.00	1250.00
18	1	L.S.	Irrigation Repair and Replacement complete in place, the sum of <u>Six Thousand</u> Dollars and <u>No</u> Cents per Lump Sum	6000.00	6000.00
19	8	Ea.	Tree Removal complete in place, the sum of <u>Two Hundred</u> Dollars and <u>No</u> Cents per Each	200.00	1600.00
20	1	L.S.	Underwater Inspection of Swimming Pool, Block B, Lot 9 Wooded Creek Estates complete in place, the sum of <u>Nine Hundred Fifty</u> Dollars and <u>No</u> Cents per Lump Sum	950.00	950.00
21	1,010	L.F.	Sanitary Sewer Rehabilitation (Cured-in-Place or Folded-in-Form) complete in place, the sum of <u>Fifty Four</u> Dollars and <u>No</u> Cents per Linear Foot	54.00	54,540.00
22	300	L.F.	Furnish and Install 8-foot Cedar Wood Fence complete in place, the sum of <u>Twenty Seven</u> Dollars and <u>No</u> Cents per Linear Foot	27.00	8100.00

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
23	1	L.S.	Removal of Red Tip Photenia (Sheet 4) complete in place, the sum of _____ <u>Three Hundred Fifty</u> Dollars and <u>- No -</u> Cents per Lump Sum	350.00	350.00
24	345	S.Y.	Placing 1-Inch HMA Overlay, including Tack Coat complete in place, the sum of _____ <u>Ten</u> Dollars and <u>- No -</u> Cents per Square Yard	10.00	3450.00
25	1	L.S.	Clearing and Reconstruction of Staging Area on Brookhaven College Tract complete in place, the sum of _____ <u>Forty Two Thousand</u> Dollars and <u>- No -</u> Cents per Lump Sum	42,000.00	42,000.00
26	1	L.S.	Restoration of Disturbed Areas Across the Greenhaven Apartment Tract (Sheet 3), including Watering for 30-Days complete in place, the sum of _____ <u>Six Thousand</u> Dollars <u>Nine Hundred</u> and <u>- No -</u> Cents per Lump Sum	6900.00	6900.00
27	1	L.S.	Restoration of Right-of-Way along Marsh Lane, including Watering for 30-Days complete in place, the sum of _____ <u>Seven Thousand</u> Dollars <u>Five Hundred</u> and <u>- No -</u> Cents per Lump Sum	7500.00	7500.00
28	100	L.F.	Removing and Replacing 4-Foot Wide Reinforced Cobble Stone Side Walk complete in place, the sum of _____ <u>Fifty Seven</u> Dollars and <u>- No -</u> Cents per Linear Foot	57.00	5700.00

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
29	1	L.S.	Furnishing, Installing and Making Operational Irrigation System complete in place, the sum of <i>DELETE P E T E</i> <i>ADD. # 2</i> _____ Dollars and _____ Cents per Lump Sum		
TOTAL AMOUNT BID (Items 1 Through 29 ²⁸)					817,170.00

TRANSMITTAL OF ADDENDUM

INSTRUCTIONS:

Acknowledge receipt of Addenda in Proposal, on outer envelope of bid **AND WITH THE FORM BELOW FAXED TO (972) 450-7096** upon receipt.

Addendum Acknowledgment FAX to (972) 450-7096

I Acknowledge the receipt of Addendum No. 2

Town of Addison, Texas

Project Name: **BID 02-45 Brookhaven Club Sanitary Sewer Line**

By Facsimile Transmission on this date: September 26, 2002

Contractor's Signature

Company Name

E-Mail Address: _____

**“PLEASE SIGN & FAX THIS PAGE BACK TO
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(972) 450-7096**

Total Number of Fax Pages: 3

TOWN OF ADDISON, TEXAS
Bid 02-45
BROOKHAVEN CLUB SANITARY SEWER LINE

ADDENDUM NO. 2

Plans and specifications for the Brookhaven Club Sanitary Sewer Line project, for the Town of Addison, Texas, on which bids are to be received until **2:00 p.m., Tuesday, October 1, 2002**, are hereby modified as follows:

1. Refer to the **CONSTRUCTION PLANS**:

- A. Plan Sheet Nos. 1, 2 and 3: Change the slope of the pipe from 1.0% to 0.8% from Station 0+00 to Station 13+59.47. The flow line at Station 0+00 shall remain unchanged. Manholes along the line shall be adjusted accordingly to match revised grade.
- B. Plan Sheet Nos. 2 and 6, Station 6+70. The existing line in the vicinity of Station 6+70 is scheduled to be replaced, due to a sag in the line. If the Contractor requires the manhole at 6+70, the existing 10-inch line to be replaced will need to be formed into the proposed manhole. The pipe at the manhole connection shall include a coupling with "O" ring rubber gasket with PVC pipe (Kor-N-Seal or approved equal).
- C. Plan Sheet No. 10 – Asphalt Street Repair Detail. Add a geotextile fabric layer between the crushed stone and the granular/select material. The geotextile fabric shall be Trevira 112, or approved equal.

2. Refer to the **PROPOSAL FORM**:

- A. Page PF-4, Items 7 and 8: The 10-inch SDR pipe alternative is the Polyethylene Sewer Pipe being utilized for the directional bore.
- B. Page PF-6, Item 21: Remove the reference to Folded-in-Form.
- C. Page PF-8, Item 29: Delete this item from the Proposal Form.

3. Refer to **SPECIAL PROVISIONS**:

- A. Page SP-17, Subsection G – Materials, 1) – Product Pipe. Change the pipe reference from page SP-34 to Section SP.35 - Sanitary Sewer Line Material on page SP-25.
- B. Page SP-25, Section SP.35 - Sanitary Sewer Line Material:
 - 1) Change the DR rating to SDR-11.
 - 2) Change the inside pipe color from white to a light color.
 - 3) The pipe shall be a minimum inside diameter of 10-inches.
- C. Page SP-25, Section SP.36 – Sanitary Sewer Lining. Delete all reference to the fold and form method to line the existing sewer line.

4. Bidders shall acknowledge receipt of Addendum No. 2 in the space provided in the Proposal, on the outer envelope of their bid, and by faxing back the "Transmittal of Addendum Acknowledgment Sheet" to the Town of Addison at (972) 450-7096.

END OF ADDENDUM

The undersigned bidder hereby certifies that the Addendum No. 2 has been incorporated in the contract and if accepted becomes part of the contract.

BY: _____

Date: _____

TRANSMITTAL OF ADDENDUM

INSTRUCTIONS:

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Addendum Acknowledgment FAX to (972) 450-7096

I Acknowledge the receipt of Addendum No. 2

Town of Addison, Texas

Project Name: Brookhaven Club Sanitary Sewer Line (Bid No. 02-45)

By Facsimile Transmission on this date: September 24, 2002

Contractor's Signature

Company Name

E-Mail Address: _____

**“PLEASE SIGN & FAX THIS PAGE BACK TO
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(as verification that you received this Fax)
(972) 450-7096**

Total Number of Fax Pages: 2

TOWN OF ADDISON, TEXAS

BROOKHAVEN CLUB SANITARY SEWER LINE
(Bid No. 02-45)

ADDENDUM NO. 2
September 24, 2002

Plans and specifications for the Brookhaven Club Sanitary Sewer Line project, for the Town of Addison, Texas, on which bids are to be received until **2:00 p.m., Tuesday, October 1, 2002**, are hereby modified as follows:

1. Refer to the **CONSTRUCTION PLANS**:
 - A. Plan Sheet Nos. 1, 2 and 3: Change the slope of the pipe from 1.0% to 0.8% from Station 0+00 to Station 13+59.47. The flow line at Station 0+00 shall remain unchanged. Manholes along the line shall be adjusted accordingly to match revised grade.
 - B. Plan Sheet Nos. 2 and 6, Station 6+70. The existing line in the vicinity of Station 6+70 is scheduled to be replaced, due to a sag in the line. If the Contractor requires the manhole at 6+70, the existing 10-inch line to be replaced will need to be formed into the proposed manhole. The pipe at the manhole connection shall include a coupling with "O" ring rubber gasket with PVC pipe (Kor-N-Seal or approved equal).
 - C. Plan Sheet No. 10 – Asphalt Street Repair Detail. Add a geotextile fabric layer between the crushed stone and the granular/select material. The geotextile fabric shall be Trevira 112, or approved equal.
2. Refer to the **PROPOSAL FORM**:
 - A. Page PF-4, Items 7 and 8: The 10-inch SDR pipe alternative is the Polyethylene Sewer Pipe being utilized for the directional bore.
 - B. Page PF-6, Item 21: Remove the reference to Folded-in-Form.
 - C. Page PF-8, Item 29: Delete this item from the Proposal Form.
3. Refer to **SPECIAL PROVISIONS**:
 - A. Page SP-17, Subsection G – Materials, 1) – Product Pipe. Change the pipe reference from page SP-34 to Section SP.35 - Sanitary Sewer Line Material on page SP-25.
 - B. Page SP-25, Section SP.35 - Sanitary Sewer Line Material:
 - 1) Change the DR rating to SDR-11.
 - 2) Change the inside pipe color from white to a light color.
 - 3) The pipe shall be a minimum inside diameter of 10-inches.
 - C. Page SP-25, Section SP.36 – Sanitary Sewer Lining. Delete all reference to the fold and form method to line the existing sewer line.
4. Bidders shall acknowledge receipt of Addendum No. 2 in the space provided in the Proposal, on the outer envelope of their bid, and by faxing back the "Transmittal of Addendum Acknowledgment Sheet" to the Town of Addison at (972) 450-7096.

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS
DALLAS, TEXAS

TRANSMITTAL OF ADDENDUM

INSTRUCTIONS:

Acknowledge receipt of Addenda in Proposal, on outer envelope of bid AND WITH THE FORM BELOW FAXED TO (972) 450-7096 upon receipt.

Addendum Acknowledgment FAX to (972) 450-7096

I Acknowledge the receipt of Addendum No. 1

Town of: ADDISON, TEXAS

Project Name: 02-45 Brookhaven Club Sanitary Sewer Line

By Facsimile Transmission on this date: September 20, 2002

Contractor's Signature

Company Name

E-Mail Address: _____

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Total Number of Fax Pages: 2



Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000
FAX (972) 450-7043

August 27, 2002

Randy Walhood
City of Farmers Branch
P O Box 819010
Farmers Branch, TX 75381-9010

RE: Ordinance No. 2688 and
Resolution No. R02-063

Dear Mr. Walhood:

Please find attached a copy of Farmers Branch Ordinance No. 2688, which our City Manager and City Attorney has signed. We are also attaching a copy of the Town of Addison Resolution No. R02-063 for your files.

A copy of the above noted Ordinance and Resolution has been forwarded to our Steve Chutchian of our Public Works Department.

Sincerely,

Gayle Walton
Department of Development Services

Cc: Steve Chutchian

Attachments



City of Farmers Branch
 13000 William Dodson Parkway
 Farmers Branch, Texas 75234
 Phone 214/247-3131

TRANSMITTAL FORM

DATE:	21 AUG. 2002
SUBJECT:	LICENSE W/ADDISON
	ORD. # 2688
Council Approved Date:	19 AUG. 2002

ENGINEERING DEPARTMENT

To: STEVE CHUTCHIAN
ADDISON, TX

We are sending you the following items as Attached under separate Cover via _____:

- | | | |
|---------------------------------------|-----------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Plans/Prints | <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Agreement | <input type="checkbox"/> Contracts |
| <input type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Other |

COPIES	DATE	DESCRIPTION
1		ORD. # 2688

THESE ARE TRANSMITTED AS CHECKED BELOW:

- | | | |
|---------------------------------------------------|-----------------------------------------------|----------------------------------------|
| <input type="checkbox"/> As Requested | <input type="checkbox"/> For Your Information | <input type="checkbox"/> Executed Copy |
| <input type="checkbox"/> For Review and Comment | <input type="checkbox"/> For Approval | <input type="checkbox"/> Original |
| <input type="checkbox"/> Returned for Corrections | <input type="checkbox"/> For Signature | |
| <input type="checkbox"/> For Your Files | <input type="checkbox"/> Please Return | |

Remarks: PLEASE RETURN A COPY
OF THE EXECUTED DOCUMENT TO:
RANDY WALHOOD
CITY OF FARMERS BRANCH
P.O. BOX 819010
FARMERS BRANCH, TX 75381-9010

Steve [Signature]
a copy for your records also!
 Note: I've sent this to Mr. Walhood!

RESOLUTION NO. R02-063

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING AND ACCEPTING A LICENSE FROM THE CITY OF FARMERS BRANCH TO INSTALL, OPERATE AND MAINTAIN A SANITARY SEWER MAIN WITHIN THE RIGHTS-OF-WAY OF MARSH LANE AND WITHIN A UTILITY EASEMENT ALONG BROOKHAVEN CLUB DRIVE WITHIN THE LIMITS OF THE CITY OF FARMERS BRANCH.

WHEREAS, the Town of Addison desires to install, operate and maintain a sanitary sewer main within certain areas within the City of Farmers Branch for the purpose of conveying sanitary sewer effluent within the Town of Addison; and

WHEREAS, the City of Farmers Branch has granted a license to the Town for said purpose; and

WHEREAS, the City Council finds that it is in the public interest to install, operate and maintain such sanitary sewer main; Now, Therefore,


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

Section 1. That the City Council does hereby accept and approve the license granted by the City of Farmers Branch and its terms and conditions, as set out in Farmers Branch Ordinance No. 2673, attached hereto as **Exhibit A**, to install, operate and maintain a sanitary sewer main within the rights-of-way of Marsh Lane and within a utility easement along Brookhaven Club Drive within the city limits of the City of Farmers Branch.

Section 2. That the City Manager is hereby authorized to execute the acceptance of said ordinance on behalf of the Town of Addison.

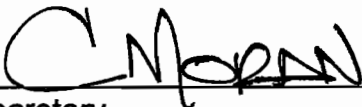
Section 3. That this resolution shall take effect from and after its passage.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the 13th day of August, 2002.



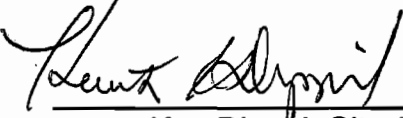
Mayor

ATTEST:



City Secretary

APPROVED AS TO FORM:



Ken Dippel, City Attorney



ORDINANCE NO. 2688

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, GRANTING A LICENSE TO THE TOWN OF ADDISON TO INSTALL, OPERATE, AND MAINTAIN A SANITARY SEWER MAIN WITHIN THE RIGHTS-OF-WAY OF MARSH LANE AND WITHIN A UTILITY EASEMENT ALONG BROOKHAVEN CLUB DRIVE WITHIN THE LIMITS OF THE CITY OF FARMERS BRANCH; PROVIDING FOR THE TERMS AND CONDITIONS OF THIS LICENSE; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF FARMERS BRANCH, TEXAS:

SECTION 1. That a License, subject to the terms and conditions of this License ordinance (hereinafter referred to as the "License"), is hereby granted to the Town of Addison, hereinafter referred to as "Licensee," to install, operate, and maintain a sanitary sewer main within the rights-of-way of Marsh Lane and within a utility easement along Brookhaven Club Drive, east of Marsh Lane, of Farmers Branch, Texas (the "City") as specifically located on attached Exhibit "A".

SECTION 2. (a) That there is hereby granted to Licensee, unless otherwise terminated as provided for herein, the non-exclusive right and privilege to install, operate, and maintain said sanitary sewer main (the "Facilities"). Said sanitary sewer main shall be for the purpose of conveying sanitary sewer effluent within the Town of Addison as specifically located on attached Exhibit "A". Licensee may not operate or use the Facilities in any manner without the express written consent and agreement of the City and shall not allow any other person or entity the use of the Facilities in any manner.

(b) The City and the Licensee agree that this License does not permit the Licensee to use the Facility for any other purpose than those outlined in the License without the expressed written consent of the City.

(c) The Licensee further agrees that it will allow no other person or entity to buy capacity in or to use or operate the Facilities.

SECTION 3. That the License hereby granted is subject to the following terms and conditions:

(a) The Facilities, which are designed and installed within City rights-of-way, shall be in accordance with the City Code of Ordinances and the requirements of the City relative to Right-Of-Way/Easement Construction.

All portions of the Facilities and any other facilities installed or maintained by the Licensee shall be placed underground.

The Licensee shall submit to the City Engineer detailed construction plans and maps showing the location and proposed routing of the Facilities to be installed with the City streets and alley rights-of-way, not less than thirty (30) days prior to the commencement of said construction. The City Engineer shall review said plans and may require reasonable modifications in order to protect existing or anticipated public improvements or utilities, and to minimize traffic interruption. The Licensee shall then cause the appropriate public records to be modified so as to notify other property owners or engineers of said improvements within the rights-of-way.

Licensee may not begin construction until all required plans and drawings have been approved in writing by the City.

(b) In the event the construction or maintenance of the Facilities requires the temporary closing of a traffic lane or lanes, the Licensee shall notify the Traffic Engineer of the City not less than three (3) days prior to the construction or maintenance. The Traffic Engineer may require the submittal of a traffic control plan, and may also require that all lanes be open and available to traffic during peak traffic hours. The provision of this paragraph shall not apply to emergency repairs.

(c) The Licensee shall conduct all traffic control in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices, as amended from time to time.

(d) The Licensee shall obtain a permit from the Engineering Department of the City prior to commencing any construction, reconstruction or maintenance.

(e) The surface and subsurface of any public street, avenue highway, alley, sidewalk, parkway or landscaped area including, but not limited to, any water sewer or irrigation Facilities or equipment disturbed or damaged by the Licensee in the construction or maintenance of the Facilities shall be restored to the satisfaction of the City Engineer within a reasonable time after the completion of the work. Should the City reasonably determine, within one (1) year from the date of such restoration, that such surface or subsurface require additional restoration work to place it in as good a condition as before the commencement of the work, the Licensee shall perform such additional restoration work to the reasonable satisfaction of the City. No public avenue, highway, alley, sidewalk, parkway, or landscaped area, including but not limited to, any water, sewer or infrastructure facilities or equipment shall be encumbered for a longer period than shall be reasonably necessary to execute all work.

(f) Upon request of the City and at Licensee's cost, the Licensee shall remove and abate any portion of the Facilities that are dangerous to life or property, or as required for public construction projects, as determined by the City. If Licensee, after written notice, fails or refuses to act, the City may remove or abate the same, at the sole cost and expense of Licensee, all without compensation or liability for damages to Licensee. Licensee shall promptly restore the

public rights-of-way to as good a condition as before commencement of the work, to the reasonable satisfaction of the City Engineer. Licensee shall excavate only for the construction, installation, expansion, repair, removal, and maintenance of all or a portion of its Facilities.

(g) The Licensee is subject to the police powers of the City, other governmental powers, and the City's rights as a custodian and owner of public property under state and federal laws. The Licensee is subject to City ordinances and requirements and federal and state laws and regulations in connection with the construction, expansion, reconstruction, maintenance or repair of the Facilities.

(h) At the City's request, a Licensee shall furnish the City accurate and complete information relating to the construction, reconstruction, removal, maintenance, operation and repair of the Facilities.

(i) If, during the term of the License, the City authorizes abutting landowners to occupy space under the surface of any public street, alley, or rights-of-way, the grant to an abutting landowner shall be subject to the rights of the Licensee. If the City closes or abandons rights-of-way that contain a portion of the Facilities, the City shall close or abandon such rights-of-way subject to the rights conveyed in the License.

SECTION 4. This License is granted subject to the following conditions, terms and reservations:

(a) That at such time as this License is terminated or canceled pursuant to the terms of the license, the Licensee, upon receiving written notice from the City, shall remove all Facilities, including but not limited to installations, improvements and appurtenances owned by it situated in, under or attached to the Licensed area, and shall restore the premises to their former condition, in accordance with the reasonable requirements of the City at the sole cost of Licensee. In the event, upon termination of this License, Licensee shall fail to remove its Facilities, including but not limited to installations, improvements and appurtenances and to restore the Licensed area in compliance with orders issued by the City, or such work is not done to the reasonable satisfaction of the City, then in either event the City shall have the right to do all work necessary to restore said area to its former condition, or cause such work to be done, and to assess the cost of all such work against Licensee. In neither event shall the City be liable to Licensee on account thereof.

(b) The License is nonexclusive and is made to expressly subject and subordinate to the right of the City to use the Licensed area for any public purpose. Licensee shall have the right of cancellation upon giving the City sixty (60) days written notice of its intention to cancel, and in the event of termination or cancellation by the City or Licensee, as the case may be, this License shall become null and void and Licensee or anyone claiming any rights under this instruments shall remove any improvements and encroachments from said area at Licensee's expense. Failure to do so shall subject Licensee to the provisions contained in Subsection (a) above. All work shall be done at the sole cost of Licensee and to the reasonable satisfaction of the City Manager of the City, or his designee.

(c) Insurance shall be provided as outlined below.

(1) Licensee, and its agents and contractors that are in the public rights-of-way, shall obtain and maintain in full force and effect throughout the term of this License, and any extension or renewal thereof, insurance with an insurance company Licensed to do business in the State of Texas, approved by the State of Texas, and acceptable to the City. All companies will be required to be rated A-VI or better by A.M. Best or A or better by Standard and Poor's. The insurance shall be issued in the standard form approved by the State Board of Insurance. Licensee shall provide City with proof of such insurance so required at the time of filing the acceptance of License, as required by Section 7 herein. The City reserves the right to review these insurance requirements during the effective period of the License, and any extension or renewal thereof, and to adjust insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager, based upon changes in statutory law, court decisions, or the claims history of the industry or the Licensee.

(2) Subject to Licensee's right to maintain reasonable deductibles in such amounts as are approved by the City, Licensee, and its agents and contractors in the public rights-of-way, shall obtain and maintain in full force and effect for the duration of this License, and any extension or renewal thereof, at Licensee's sole expense, insurance policy coverage in the following type and minimum amounts:

Worker's Compensation and Employer's Statutory Liability
\$100,000/500,000/100,000

Commercial General (Public) Liability to include converge for the following, where the exposure exists:

(i) Premises/Operations Combined Single Limit for Bodily Injury and Property Damage Liability

(ii) Independent Contractors Damage \$3,000,000 per occurrence or its equivalent

Products/Completed Operations

(i) Personal Injury

(ii) Contractual liability

- (iii) Explosion, collapse, and underground property damage

Comprehensive Automobile Insurance coverage for loading and unloading hazards, for:

- (i) Owned/Leased automobiles – Combined Single Limit for Bodily Injury and Property Damage Liability

- (ii) Non-owned Automobiles – Combined Single Limit for Bodily Injury and Property Damage Liability - \$1,000,000 per occurrence or its equivalent

- (iii) Hired Automobiles

Unless otherwise provided, the minimum coverage shall be:

\$1,000,000.00 - Bodily Injury or Death, Per Occurrence

\$1,000,000.00 – Property Damage, Per Occurrence

- (3) The City shall be entitled, upon request and without expense, to review copies of the policies and all endorsements hereto. The City may make any reasonable requests for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provision are established by law or regulation binding upon the underwriter for any such policies. Upon request for deletion, revision, or modification by the City, Licensee shall exercise reasonable efforts to accomplish the changes in policy coverage, and shall pay the cost thereof.
- (4) Licensee agrees that, with respect to Commercial, general, liability insurance, all insurance contracts will contain the following required provisions:
 - (i) Name the City and its officers, employees, board members, and elected representatives as additional insureds (as the interests of each insured may appear) as to all applicable coverage;
 - (ii) Provide for forty-five (45) days notice to the City for cancellation, non-renewable, or material change;
 - (iii) Provide for notice to the City Secretary by certified mail; and
 - (iv) Provide that all provisions of the License ordinance, as amended, concerning liability, duty and standard of care, including the Indemnity, Section 6(f) of this License ordinance, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

- (5) The insurance policies obtained by Licensee in compliance with this Section shall be subject to reasonable approval by the City, and such proof of insurance, along with written evidence of payment of required premiums, shall be filed and maintained with the City Secretary during the term of this License ordinance, or any extension or renewal thereof, and may be changed from time to time to reflect changing liability limits, as required by the City. Licensee shall immediately advise the City Secretary of any actual or potential litigation that may develop that would affect Licensee's insurance.
- (6) Insurers shall have no right of recovery against the City, it being the intention that the insurance policies shall protect Licensee and the City and shall be primary coverage for all losses covered by the policies.
- (7) The policy clause "Other Insurance" shall not apply to the City where the City is an insured on the policy.
- (8) Companies issuing the insurance policies shall have no recourse against the City for payment of any premium or assessments which all are set at the sole risk of the Licensee.

Licensee shall carry said insurance at its expense, and shall furnish to the City a certificate of such coverage. Said policy shall bear an endorsement to the effect that no cancellation will be effective without first giving forty-five (45) days written notice to the City Manager. In the event Licensee shall allow said insurance coverage to lapse during the term hereof, then this License shall automatically be canceled and terminated. Nothing in this Ordinance shall be construed as to prevent Licensee from satisfying any insurance obligations pursuant to this Ordinance under a blanket policy or policies or pursuant to a secession to self-insure as certificated by the Texas Insurance Commission provided that City is given a thirty (30) day notice of such self-insurance.

Should Licensee fail to provide a certificate evidencing insurance coverage in accordance with the specifications as required by this section within thirty (30) days subsequent to mailing of a written request therefore, the City Manager may terminate the License granted herein, upon written notice to Licensee.

- (9) In the alternative, the Licensee may provide certificates of self-insurance that addresses each of the requirements of this Section 5 (c) to the satisfaction of the City's Director of Finance, City Manager, and City Attorney.

(d) This License is subject to all applicable State laws, the provisions of the Charter of the City as it now exists, or as may hereafter be adopted or amended, and the Ordinances of the City now in effect or those which may hereafter be passed or adopted.

(e) To the extent allowed by Texas law, Licensee agrees to defend, indemnify and hold Licensor harmless against any and all claims, lawsuits, judgments, costs and expenses as a result of any negligent or strictly liable act or omission of Licensee in the use, occupancy, and maintenance of the Property, except that the defense and indemnity provided for in this paragraph shall not apply to any liability solely caused by the negligence of the Licensor, its officers, agents or employees, and in the event of joint and concurring negligence or fault of Licensee and Licensor, responsibility and indemnity, if any, shall be apportioned proportionately in accordance with the law of the State of Texas, without waiving any governmental immunity available to Licensee under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

(f) This License is subject to any existing utilities or communication facilities, including drainage, and other public improvements, presently located within the Licensed area, owned and/or operated by the City or any utility or communications company, public or private, and to any vested rights presently owned by any utility or communications company, public or private, for the use of the Licensed area for facilities presently located within the boundaries of said Licensed area. It is the intent of the foregoing that this permission herein is made expressly subject to the utilization of the Licensed area for communication and utility purposes, both public and private, including drainage, over, under, through, across and along the hereinabove described rights-of-way. No buildings shall be constructed or placed upon, over or across the licensed area in such a manner to interfere with the operation of any utilities and communication facilities. The City shall have the right to remove and keep removed all or parts of any buildings which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the Licensed area, and all communication companies and utilities, both public and private, shall at all times have the full right of ingress and egress to or from and upon the said Licensed area for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

(g) No approval of plans and specifications by the City shall be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be designed or built in a good and workmanlike manner. Neither the City nor its elected officials, officers, employees, contractors, and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, any loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, any loss or damage arising from the noncompliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

SECTION 5. That the License granted hereby shall not become effective until and unless the Licensee files an acceptance, in writing, and accompanied by a binding resolution or ordinance of Licensee's governing body, to the terms and conditions of this ordinance with the City Secretary of the City. In the event said acceptance in writing is not filed within six (6) months after passage of this ordinance as provided herein, then this ordinance shall be no further effect and shall be considered as having been canceled fully.

SECTION 6. That the terms and conditions contained in this License shall be binding upon Licensee, its successors and assigns.

SECTION 7. That this License may not be assigned without prior written approval from the City Manager, or his designee. Such assignment shall recite that it is subject to the terms, restrictions, and conditions contained in this ordinance. The assignee shall deliver a copy of this assignment, along with the assignee's written acceptance and assumption of the provisions of this ordinance to the City Secretary within ten (10) days of such assignment. Should Licensee fail to obtain prior approval for assignment of this License or fail to provide the City with the required written acceptance and a copy of the assignment, the City Manager may terminate this License.

SECTION 8. Upon receipt of the fee and acceptable certificate of insurance, along with the Licensee's acceptance of this License, the City Manager, or his designee, shall deliver to Licensee the certified copy of this ordinance. The City Manager, or his designee, shall be the sole source for receiving certified copies of this ordinance one (1) year after its passage.

SECTION 9. If any section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this License is for any reason held invalid or unenforceable by any court of competent jurisdiction, the remainder of this License ordinance shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, subsection, sentence, clause, phrase, term, provision, condition, covenant and portion of this License shall be valid and enforceable to the fullest extent permitted by law.

SECTION 10. All notices required or permitted to be given to either party by the other party under any provisions of this License shall be in writing and shall be deemed served:

(a) When delivered by hand or by Federal Express or similar service to that party's address set forth below during normal business hours; or

(b) When mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested.

(c) Notice shall be given to the following:

If to City:
City Manager, City of Farmers Branch
13000 William Dodson Parkway / P.O. Box 819013
Farmers Branch, Texas 75234 / 75381

(d) If to Licensee:
City Manager, Town of Addison
Post Office Box 9010
Addison, TX 75001-9010

(e) With copy to City Attorney:
John F. Boyle, Esq.
Boyle and Lowry, L.L.P
4201 Wingren, Suite 108
Irving, Texas 75062

Town of Addison, Texas, as Licensee, does hereby accept all of the conditions of this license.

R. Whitehead
Signature

RON WHITEHEAD
Printed Name

CITY MANAGER
Title

Approved as to form:
[Signature]
City Attorney

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF DALLAS

BEFORE ME, the Undersigned a Notary Public, in and for said County and state, on this day personally appeared RON WHITEHEAD known to me to be the person(s) whose name is subscribed to the foregoing instrument and that he executed the same for the purposes and consideration therein expressed and that he (she) has the authority and power to enter into the foregoing instrument.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 27TH day of AUGUST 2002.


Michele L. Covino Notary Public in and for Dallas County, Texas

My Commission Expires 09-22-05



DULY PASSED by the City Council of Farmers Branch, Texas on this the 19th day of August 2002.

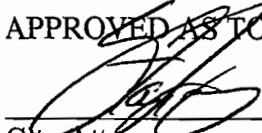
ATTEST:


Cindee Peters, City Secretary

APPROVED:

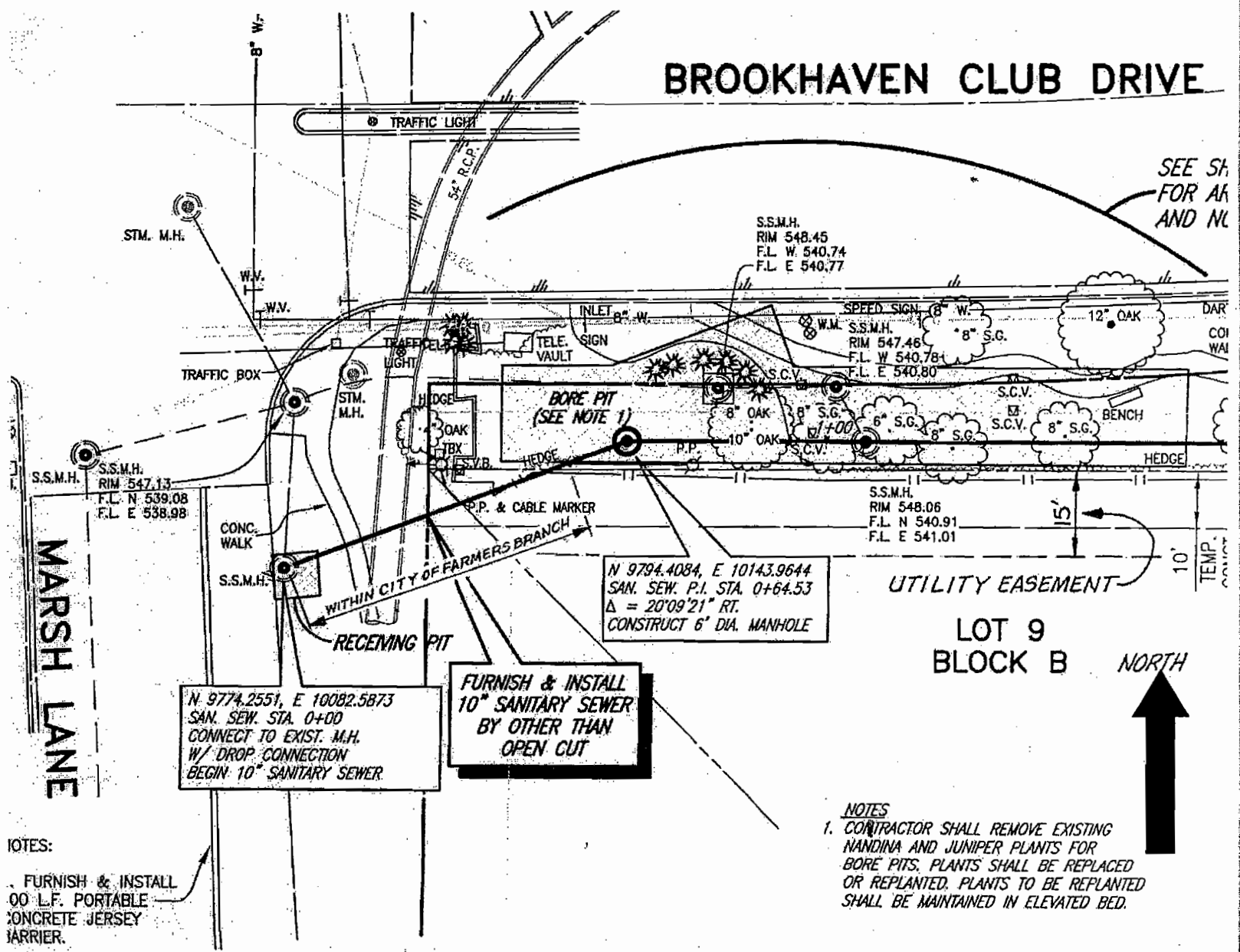

Bob Phelps, Mayor

APPROVED AS TO FORM:


City Attorney

BROOKHAVEN CLUB DRIVE

Exhibit "A"



N 9774.2551, E 10082.5873
 SAN. SEW. STA. 0+00
 CONNECT TO EXIST. M.H.
 W/ DROP CONNECTION
 BEGIN 10" SANITARY SEWER

**FURNISH & INSTALL
 10" SANITARY SEWER
 BY OTHER THAN
 OPEN CUT**

N 9794.4084, E 10143.9644
 SAN. SEW. P.I. STA. 0+64.53
 $\Delta = 20'09"21" RT.$
 CONSTRUCT 6' DIA. MANHOLE

NOTES:
 FURNISH & INSTALL
 100 L.F. PORTABLE
 CONCRETE JERSEY
 BARRIER.

NOTES
 1. CONTRACTOR SHALL REMOVE EXISTING
 NANDINA AND JUNIPER PLANTS FOR
 BORE PITS. PLANTS SHALL BE REPLACED
 OR REPLANTED. PLANTS TO BE REPLANTED
 SHALL BE MAINTAINED IN ELEVATED BED.



Passed
8/13/02

DATE SUBMITTED: August 2, 2002
FOR COUNCIL MEETING: August 13, 2002

Council Agenda Item:

SUMMARY:

This item is to request Council Approval of a Resolution that approves and accepts a license from The City of Farmers Branch to install, operate and maintain a sanitary sewer main within the rights-of-way of Marsh Lane and within a utility easement along Brookhaven Club Drive within the limits of The City of Farmers Branch.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Cost: N/A

Source of Funds: N/A

BACKGROUND:

In conjunction with the design of proposed sanitary sewer improvements, adjacent and south of Brookhaven Club Drive, the Public Works staff determined that a portion of the new 10-inch line must be constructed within the limits of the City of Farmers Branch. As shown in "Exhibit A" of the proposed Farmers Branch Ordinance No. 2673, the proposed line will be constructed within an existing 15 ft. utility easement and the right-of-way of Marsh Lane. This ordinance grants a license to the Town of Addison for the installation, operation and maintenance of the proposed sanitary sewer line. All engineering and construction associated with this project shall be the responsibility of the Town of Addison.

RECOMMENDATION:

It is recommended that the Council approve a resolution that approves and accepts a license from the City of Farmers Branch to install, operate and maintain a sanitary sewer main within the rights-of-way of Marsh Lane and within a utility easement along Brookhaven Club Drive within the limits of the City of Farmers Branch.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING AND ACCEPTING A LICENSE FROM THE CITY OF FARMERS BRANCH TO INSTALL, OPERATE AND MAINTAIN A SANITARY SEWER MAIN WITHIN THE RIGHTS-OF-WAY OF MARSH LANE AND WITHIN A UTILITY EASEMENT ALONG BROOKHAVEN CLUB DRIVE WITHIN THE LIMITS OF THE CITY OF FARMERS BRANCH.

WHEREAS, the Town of Addison desires to install, operate and maintain a sanitary sewer main within certain areas within the City of Farmers Branch for the purpose of conveying sanitary sewer effluent within the Town of Addison; and

WHEREAS, the City of Farmers Branch has granted a license to the Town for said purpose; and

WHEREAS, the City Council finds that it is in the public interest to install, operate and maintain such sanitary sewer main; Now, Therefore,

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

Section 1. That the City Council does hereby accept and approve the license granted by the City of Farmers Branch and its terms and conditions, as set out in Farmers Branch Ordinance No. 2673, attached hereto as **Exhibit A**, to install, operate and maintain a sanitary sewer main within the rights-of-way of Marsh Lane and within a utility easement along Brookhaven Club Drive within the city limits of the City of Farmers Branch.

Section 2. That the City Manager is hereby authorized to execute the acceptance of said ordinance on behalf of the Town of Addison.

Section 3. That this resolution shall take effect from and after its passage.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the _____ day of _____, 2002.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

Ken Dippel, City Attorney

ORDINANCE NO. 2673

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, GRANTING A LICENSE TO THE TOWN OF ADDISON TO INSTALL, OPERATE, AND MAINTAIN A SANITARY SEWER MAIN WITHIN THE RIGHTS-OF-WAY OF MARSH LANE AND WITHIN A UTILITY EASEMENT ALONG BROOKHAVEN CLUB DRIVE WITHIN THE LIMITS OF THE CITY OF FARMERS BRANCH; PROVIDING FOR THE TERMS AND CONDITIONS OF THIS LICENSE; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF FARMERS BRANCH, TEXAS:

SECTION 1. That a License, subject to the terms and conditions of this License ordinance (hereinafter referred to as the "License"), is hereby granted to the Town of Addison, hereinafter referred to as "Licensee," to install, operate, and maintain a sanitary sewer main within the rights-of-way of Marsh Lane and within a utility easement along Brookhaven Club Drive, east of Marsh Lane, of Farmers Branch, Texas (the "City") as specifically located on attached Exhibit "A".

SECTION 2. (a) That there is hereby granted to Licensee, unless otherwise terminated as provided for herein, the non-exclusive right and privilege to install, operate, and maintain said sanitary sewer main (the "Facilities"). Said sanitary sewer main shall be for the purpose of conveying sanitary sewer effluent within the Town of Addison as specifically located on attached Exhibit "A". Licensee may not operate or use the Facilities in any manner without the express written consent and agreement of the City and shall not allow any other person or entity the use of the Facilities in any manner.

(b) The City and the Licensee agree that this License does not permit the Licensee to use the Facility for any other purpose then those outlined in the License without the expressed written consent of the City.

(c) The Licensee further agrees that it will allow no other person or entity to buy capacity in or to use or operate the Facilities.

SECTION 4. That the License hereby granted is subject to the following terms and conditions:

(a) The Facilities which are designed and installed within City rights-of-way shall be in accordance with the City Code of Ordinances and the requirements of the City relative to Right-Of-Way/Easement Construction.

All portions of the Facilities and any other facilities installed or maintained by the Licensee shall be placed underground.

The Licensee shall submit to the City Engineer detailed construction plans and maps showing the location and proposed routing of the Facilities to be installed with the City streets and alley rights-of-way, not less than thirty (30) days prior to the commencement of said construction. The City Engineer shall review said plans and may require reasonable modifications in order to protect existing or anticipated public improvements or utilities, and to minimize traffic interruption. The Licensee shall then cause the appropriate public records to be modified so as to notify other property owners or engineers of said improvements within the rights-of-way.

Licensee may not begin construction until all required plans and drawings have been approved in writing by the City.

(b) In the event the construction or maintenance of the Facilities requires the temporary closing of a traffic lane or lanes, the Licensee shall notify the Traffic Engineer of the City not less than three (3) days prior to the construction or maintenance. The Traffic Engineer may require the submittal of a traffic control plan, and may also require that all lanes be open and available to traffic during peak traffic hours. The provision of this paragraph shall not apply to emergency repairs.

(c) The Licensee shall conduct all traffic control in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices, as amended from time to time.

(d) The Licensee shall obtain a permit from the Engineering Department of the City prior to commencing any construction, reconstruction or maintenance.

(e) The surface and subsurface of any public street, avenue highway, alley, sidewalk, parkway or landscaped area including, but not limited to, any water sewer or irrigation Facilities or equipment disturbed or damaged by the Licensee in the construction or maintenance of the Facilities shall be restored to the satisfaction of the City Engineer within a reasonable time after the completion of the work. Should the City reasonably determine, within one (1) year from the date of such restoration, that such surface or subsurface require additional restoration work to place it in as good a condition as before the commencement of the work, the Licensee shall perform such additional restoration work to the reasonable satisfaction of the City. No public avenue, highway, alley, sidewalk, parkway, or landscaped area, including but not limited to, any water, sewer or infrastructure facilities or equipment shall be encumbered for a longer period than shall be reasonably necessary to execute all work.

(f) Upon request of the City and at Licensee's cost, the Licensee shall remove and abate any portion of the Facilities that are dangerous to life or property, or as required for public construction projects, as determined by the City. If Licensee, after written notice, fails or refuses to act, the City may remove or abate the same, at the sole cost and expense of Licensee, all without compensation or liability for damages to Licensee. Licensee shall promptly restore the public rights-of-way to as good a condition as before commencement of the work, to the reasonable satisfaction of the City Engineer. Licensee shall excavate only for the construction, installation, expansion, repair, removal, and maintenance of all or a portion of its Facilities.

(g) The Licensee is subject to the police powers of the City, other governmental powers, and the City's rights as a custodian and owner of public property under state and federal laws. The Licensee is subject to City ordinances and requirements and federal and state laws and regulations in connection with the construction, expansion, reconstruction, maintenance or repair of the Facilities.

(h) At the City's request, a Licensee shall furnish the City accurate and complete information relating to the construction, reconstruction, removal, maintenance, operation and repair of the Facilities.

(i) If, during the term of the License, the City authorizes abutting landowners to occupy space under the surface of any public street, alley, or rights-of-way, the grant to an abutting landowner shall be subject to the rights of the Licensee. If the City closes or abandons a rights-of-way that contains a portion of the Facilities, the City shall close or abandon such rights-of-way subject to the rights conveyed in the License.

SECTION 5. This License is granted subject to the following conditions, terms and reservations:

(a) That at such time as this License is terminated or canceled pursuant to the terms of the license, the Licensee, upon receiving written notice from the City, shall remove all Facilities, including but not limited to installations, improvements and appurtenances owned by it situated in, under or attached to the Licensed area, and shall restore the premises to their former condition, in accordance with the reasonable requirements of the City at the sole cost of Licensee. In the event, upon termination of this License, Licensee shall fail to remove its Facilities, including but not limited to installations, improvements and appurtenances and to restore the Licensed area in compliance with orders issued by the City, or such work is not done to the reasonable satisfaction of the City, then in either event the City shall have the right to do all work necessary to restore said area to its former condition, or cause such work to be done, and to assess the cost of all such work against Licensee. In neither event shall the City be liable to Licensee on account thereof.

(b) The License is nonexclusive and is made to expressly subject and subordinate to the right of the City to use the Licensed area for any public purpose. Licensee shall have the right of cancellation upon giving the City sixty (60) days written notice of its intention to cancel, and in the event of termination or cancellation by the City or Licensee, as the case may be, this License shall become null and void and Licensee or anyone claiming any rights under this instruments shall remove any improvements and encroachments from said area at Licensee's expense. Failure to do so shall subject Licensee to the provisions contained in Subsection (a) above. All work shall be done at the sole cost of Licensee and to the reasonable satisfaction of the City Manager of the City, or his designee.

(c) INSURANCE.

- (1) Licensee, and its agents and contractors that are in the public rights-of-way, shall obtain and maintain in full force and effect throughout the term of this License, and any extension or renewal thereof, insurance with an insurance company Licensed to do business in the State of Texas, approved by the State of Texas, and acceptable to the City. All companies will be required to be rated A-VI or better by A.M. Best or A or better by Standard and Poor's. The insurance shall be issued in the standard form approved by the State Board of Insurance. Licensee shall provide City with proof of such insurance so required at the time of filing the acceptance of License, as required by Section 7 herein. The City reserves the right to review these insurance requirements during the effective period of the License, and any extension or renewal thereof, and to adjust insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager, based upon changes in statutory law, court decisions, or the claims history of the industry or the Licensee.

- (2) Subject to Licensee's right to maintain reasonable deductibles in such amounts as are approved by the City, Licensee, and its agents and contractors in the public rights-of-way, shall obtain and maintain in full force and effect for the duration of this License, and any extension or renewal thereof, at Licensee's sole expense, insurance policy coverage in the following type and minimum amounts:

Worker's Compensation and Employer's Statutory Liability
\$100,000/500,000/100,000

Commercial General (Public) Liability to include converge for the following, where the exposure exists:

- (i) Premises/Operations Combined Single Limit for Bodily Injury and Property Damage Liability

- (ii) Independent Contractors Damage \$3,000,000 per occurrence or its equivalent

Products/Completed Operations

- (i) Personal Injury

- (ii) Contractual liability

- (iii) Explosion, collapse, and underground property damage

Comprehensive Automobile Insurance coverage for loading and unloading hazards, for:

- (i) Owned/Leased automobiles – Combined Single Limit for Bodily Injury and Property Damage Liability
- (ii) Non-owned Automobiles – Combined Single Limit for Bodily Injury and Property Damage Liability - \$1,000,000 per occurrence or its equivalent
- (iii) Hired Automobiles

Unless otherwise provided, the minimum coverage shall be:

\$1,000,000.00 - Bodily Injury or Death, Per Occurrence
\$1,000,000.00 – Property Damage, Per Occurrence

- (3) The City shall be entitled, upon request and without expense, to review copies of the policies and all endorsements hereto. The City may make any reasonable requests for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provision are established by law or regulation binding upon the underwriter for any such policies. Upon request for deletion, revision, or modification by the City, Licensee shall exercise reasonable efforts to accomplish the changes in policy coverage, and shall pay the cost thereof.
- (4) Licensee agrees that, with respect to Commercial, general, liability insurance, all insurance contracts will contain the following required provisions:
 - (i) Name the City and its officers, employees, board members, and elected representatives as additional insureds (as the interests of each insured may appear) as to all applicable coverage;
 - (ii) Provide for forty-five (45) days notice to the City for cancellation, non-renewable, or material change;
 - (iii) Provide for notice to the City Secretary by certified mail; and
 - (iv) Provide that all provisions of the License ordinance, as amended, concerning liability, duty and standard of care, including the Indemnity, Section 6(f) of this License ordinance, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

- (5) The insurance policies obtained by Licensee in compliance with this Section shall be subject to reasonable approval by the City, and such proof of insurance, along with written evidence of payment of required premiums, shall be filed and maintained with the City Secretary during the term of this License ordinance, or any extension or renewal thereof, and may be changed from time to time to reflect changing liability limits, as required by the City. Licensee shall immediately advise the City Secretary of any actual or potential litigation that may develop that would affect Licensee's insurance.
- (6) Insurers shall have no right of recovery against the City, it being the intention that the insurance policies shall protect Licensee and the City and shall be primary coverage for all losses covered by the policies.
- (7) The policy clause "Other Insurance" shall not apply to the City where the City is an insured on the policy.
- (8) Companies issuing the insurance policies shall have no recourse against the City for payment of any premium or assessments which all are set at the sole risk of the Licensee.

Licensee shall carry said insurance at its expense, and shall furnish to the City a certificate of such coverage. Said policy shall bear an endorsement to the effect that no cancellation will be effective without first giving forty-five (45) days written notice to the City Manager. In the event Licensee shall allow said insurance coverage to lapse during the term hereof, then this License shall automatically be canceled and terminated. Nothing in this Ordinance shall be construed as to prevent Licensee from satisfying any insurance obligations pursuant to this Ordinance under a blanket policy or policies or pursuant to a secession to self-insure as certificated by the Texas Insurance Commission provided that City is given a thirty (30) day notice of such self-insurance.

Should Licensee fail to provide a certificate evidencing insurance coverage in accordance with the specifications as required by this section within thirty (30) days subsequent to mailing of a written request therefor, the City Manager may terminate the License granted herein, upon written notice to Licensee.

- (9) In the alternative, the Licensee may provide certificates of self-insurance that addresses each of the requirements of this Section 5 (c) to the satisfaction of the City's Director of Finance, City Manager, and City Attorney.

(d) This License is subject to all applicable State laws, the provisions of the Charter of the City as it now exists, or as may hereafter be adopted or amended, and the Ordinances of the City now in effect or those which may hereafter be passed or adopted.

(e) To the extent allowed by Texas law, Licensee agrees to defend, indemnify and hold Licensor harmless against any and all claims, lawsuits, judgments, costs and expenses as a result of any negligent or strictly liable act or omission of Licensee in the use, occupancy, and maintenance of the Property, except that the defense and indemnity provided for in this paragraph shall not apply to any liability solely caused by the negligence of the Licensor, its officers, agents or employees, and in the event of joint and concurring negligence or fault of Licensee and Licensor, responsibility and indemnity, if any, shall be apportioned proportionately in accordance with the law of the State of Texas, without waiving any governmental immunity available to Licensee under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

(f) This License is subject to any existing utilities or communication facilities, including drainage, and other public improvements, presently located within the Licensed area, owned and/or operated by the City or any utility or communications company, public or private, and to any vested rights presently owned by any utility or communications company, public or private, for the use of the Licensed area for facilities presently located within the boundaries of said Licensed area. It is the intent of the foregoing that this permission herein is made expressly subject to the utilization of the Licensed area for communication and utility purposes, both public and private, including drainage, over, under, through, across and along the hereinabove described rights-of-way. No buildings shall be constructed or placed upon, over or across the licensed area in such a manner to interfere with the operation of any utilities and communication facilities. The City shall have the right to remove and keep removed all or parts of any buildings which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the Licensed area, and all communication companies and utilities, both public and private, shall at all times have the full right of ingress and egress to or from and upon the said Licensed area for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

(g) No approval of plans and specifications by the City shall be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be designed or built in a good and workmanlike manner. Neither the City nor its elected officials, officers, employees, contractors, and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, any loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, any loss or damage arising from the noncompliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

SECTION 6. That the License granted hereby shall not become effective until and unless the Licensee files an acceptance, in writing, and accompanied by a binding resolution or

ordinance of Licensee's governing body, to the terms and conditions of this ordinance with the City Secretary of the City. In the event said acceptance in writing is not filed within six (6) months after passage of this ordinance as provided herein, then this ordinance shall be no further effect and shall be considered as having been canceled fully.

SECTION 7. That the terms and conditions contained in this License shall be binding upon Licensee, its successors and assigns.

SECTION 8. That this License may not be assigned without prior written approval from the City Manager, or his designee. Such assignment shall recite that it is subject to the terms, restrictions, and conditions contained in this ordinance. The assignee shall deliver a copy of this assignment, along with the assignee's written acceptance and assumption of the provisions of this ordinance to the City Secretary within ten (10) days of such assignment. Should Licensee fail to obtain prior approval for assignment of this License or fail to provide the City with the required written acceptance and a copy of the assignment, the City Manager may terminate this License.

SECTION 9. Upon receipt of the fee and acceptable certificate of insurance, along with the Licensee's acceptance of this License, the City Manager, or his designee, shall deliver to Licensee the certified copy of this ordinance. The City Manager, or his designee, shall be the sole source for receiving certified copies of this ordinance one (1) year after its passage.

SECTION 10. If any section, subsection, sentence, cause, phrase, term, provision, condition, covenant or portion of this License is for any reason held invalid or unenforceable by any court of competent jurisdiction, the remainder of this License ordinance shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, subsection, sentence, clause, phrase, term, provision, condition, covenant and portion of this License shall be valid and enforceable to the fullest extent permitted by law.

SECTION 11. All notices required or permitted to be given to either party by the other party under any provisions of this License shall be in writing and shall be deemed served:

(a) When delivered by hand or by Federal Express or similar service to that party's address set forth below during normal business hours; or

(b) When mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested.

Notice shall be given to the following:

(c) If to City:

City Manager, City of Farmers Branch
13000 William Dodson Parkway / P.O. Box 819013
Farmers Branch, Texas 75234 / 75381

(d) If to Licensee:

Michael Murphy, P.E.
Town of Addison
P. O. Box 9010
Addison, Texas 75001-9010

(e) With copy to City Attorney:

John F. Boyle, Esq.
Boyle and Lowry, L.L.P
4201 Wingren, Suite 108
Irving, Texas 75062

Town of Addison, Texas, as Licensee, does hereby accept all of the conditions of this license.

Signature

Printed Name

Title

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF DALLAS

BEFORE ME, the Undersigned a Notary Public, in and for said County and state, on this day personally appeared _____ known to me to be the person(s) whose name is subscribed to the foregoing instrument and that he executed the same for the purposes and consideration therein expressed and that he (she) has the authority and power to enter into the foregoing instrument.

SUBSCRIBED AND SWORN TO BEFORE ME on this the _____ day of _____ 2002.

Notary Public in and for Dallas County, Texas

My Commission Expires _____

May 16, 2002

DULY PASSED by the City Council of Farmers Branch, Texas on this the _____ day of _____, 2002.

APPROVED:

ATTEST:

Bob Phelps, Mayor

Cindee Peters, City Secretary

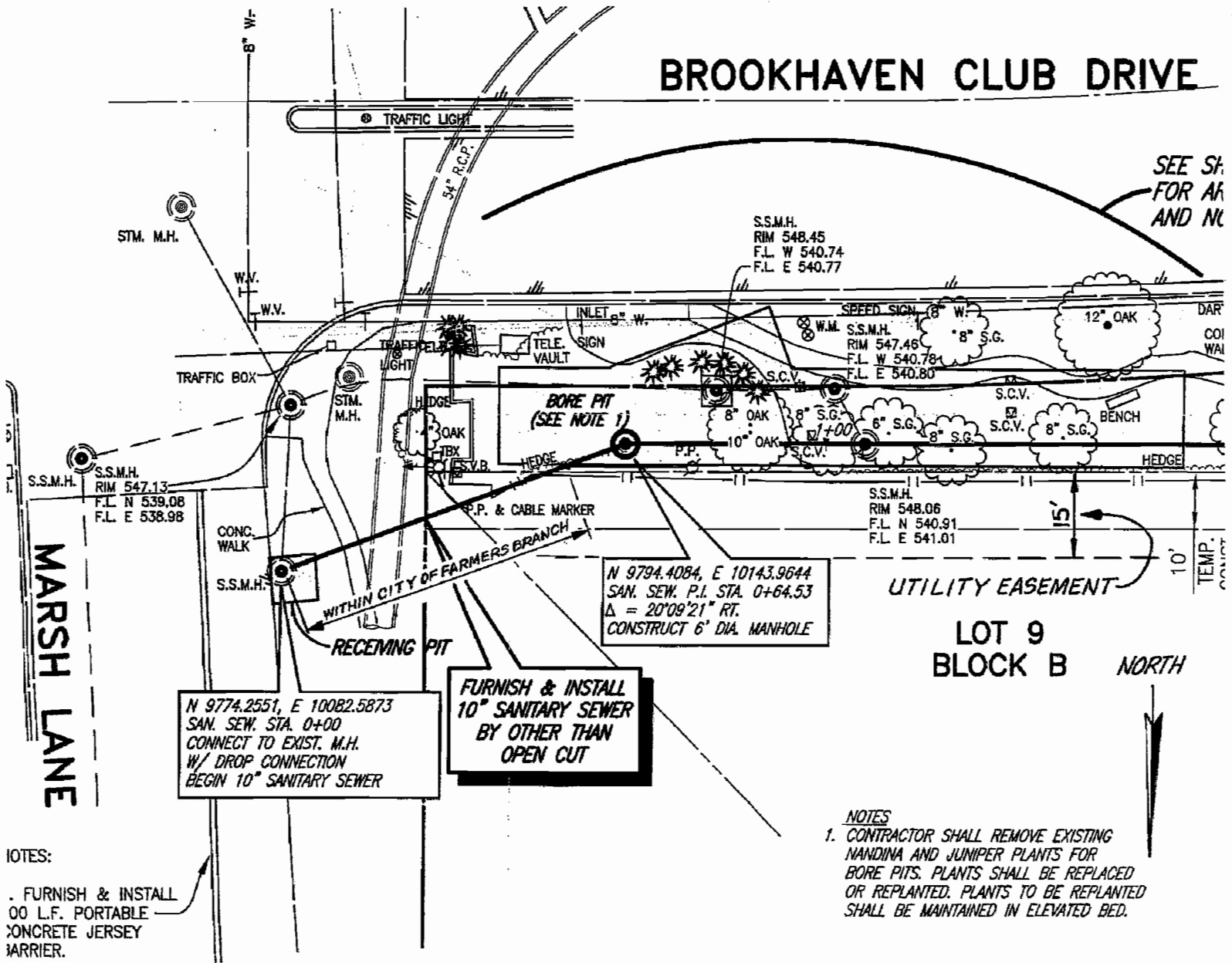
APPROVED AS TO FORM:

CITY ATTORNEY

May 16, 2002

BROOKHAVEN CLUB DRIVE

Exhibit "A"



N 9774.2551, E 10082.5873
 SAN. SEW. STA. 0+00
 CONNECT TO EXIST. M.H.
 W/ DROP CONNECTION
 BEGIN 10" SANITARY SEWER

**FURNISH & INSTALL
 10" SANITARY SEWER
 BY OTHER THAN
 OPEN CUT**

N 9794.4084, E 10143.9644
 SAN. SEW. P.I. STA. 0+64.53
 $\Delta = 20'09"21" RT.$
 CONSTRUCT 6' DIA. MANHOLE

NOTES:
 . FURNISH & INSTALL
 00 L.F. PORTABLE
 CONCRETE JERSEY
 BARRIER.

NOTES
 1. CONTRACTOR SHALL REMOVE EXISTING
 NANDINA AND JUNIPER PLANTS FOR
 BORE PITS. PLANTS SHALL BE REPLACED
 OR REPLANTED. PLANTS TO BE REPLANTED
 SHALL BE MAINTAINED IN ELEVATED BED.

SEE SP.
 FOR AK
 AND NL

UTILITY EASEMENT

LOT 9
 BLOCK B NORTH

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R02-067

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT THE COUNTER-OFFER OF INTERVEST COMPANY IN THE AMOUNT OF \$112,000.00 FOR THE ACQUISITION OF A 0.4737 ACRE TRACT OF LAND (LOCATED GENERALLY AT 4131 CENTURION WAY) FOR PERMANENT RIGHT-OF-WAY.

WHEREAS, the proposed Arapaho Road Phase III project is currently underway, which includes right-of-way acquisitions; and

WHEREAS, a tract of land approximately 0.4737 acres in size is required for permanent right-of-way adjacent to the proposed extension of Arapaho Road; and

WHEREAS, the owner of said tract, has submitted a counter-offer to the Town for its purchase in the amount of \$112,000.00; and

WHEREAS, staff recommends that this counter-offer be accepted; Now, Therefore,

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

Section 1. That the City Council has determined that the counter-offer made by Intervest Company is reasonable compensation for the land acquired and all damages to the property remaining, and does hereby authorize the City Manager to accept said counter-offer in the amount of \$112,000.00 on behalf of the Town and acquire the 0.4737 acre tract of land (located generally at 4131 Centurion Way) for permanent right-of-way for the extension of Arapaho Road.

Section 2. That the City Finance Director be and is hereby authorized to draw a check in favor of the owner named herein, or the current owner of record, in the amount of \$112,000.00.

Section 3. That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison this 13th day of August 2002.



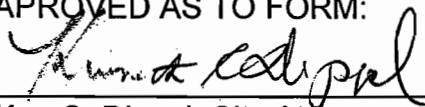
Mayor

ATTEST:



Carmen Moran, City Secretary

APPROVED AS TO FORM:



Ken C. Dippel, City Attorney

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
RONALD V. CONWAY, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.
DOUGLAS K. SHOWERS, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

July 23, 2002

Mr. Slade Strickland
Dir. Parks & Recreation
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Re: Brookhaven Club Sanitary Sewer

Dear Mr. Strickland:

We are enclosing a plan sheet from the proposed Brookhaven Club Sanitary Sewer Replacement project. This sheet shows that the landscaped area at the southeast corner of Marsh Lane and Brookhaven Club will be dug up to allow for bore pits to be constructed. As such the lower portion of the proposed plan shows the area being reconstructed. The construction includes replacement of the curved sidewalk, placement of solid sod and planting of 3-inch Red Oak trees. Please review this plan and notify us of any additional landscaping that you may require. Once the landscape plan is set we will have the irrigation system said out. We are available at your convenience to discuss any question you may have with this project.

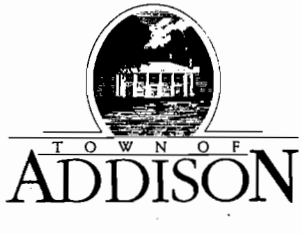
Sincerely,



John W. Birkhoff, P.E.

Enclosure

cc: Mr. Steven Z. Chutchian, P.E. ✓



PUBLIC WORKS DEPARTMENT
Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871 FAX (972) 450-2837
16801 Westgrove

July 1, 2002

Re: Brookhaven Club Sanitary Sewer Replacement

Mr. Sandifer

The Town of Addison over the past three years has been developing a plan to upgrade its sanitary sewer system along your south property line. This line has an existing sag in it and is nearing capacity.

The Town plans to construct a new line by using directional boring, a technology perfected by the fiber optic companies. Specifically, it is planned to dig a hole and directionally drill a new pipe through an existing easement. The pipe will extend from Marsh Lane east to the Greenhaven Apartment tract. The existing line will be rehabilitated with lining to prevent digging up services and reconnecting them.

In order to complete this project, the Town of Addison and their construction contractor will need to access the existing sewer easement along your south property line through your existing fire lanes/drives.

In addition, construction activity is required in the easement, which will also spill over to a portion of your parking lot. The existing sewer line has a sag in it along the back of your townhouses. In order to keep wastewater flowing, the sag (low point) must be dug up and a new section of pipe constructed. Also, a new manhole is required to access the new line in the future by the town's maintenance personnel. The new line will allow sanitary sewage from the north to totally by pass your townhouses.

Once construction is complete, we propose to replace the existing pavement in the construction zone, (see attached drawing), with new 2 inch thick asphalt over a stabilized subgrade. This work will be at the Town's expense.

If you are in agreement to allow the Town of Addison and their construction contractor to access your property during the construction period of this project, please sign one copy of this letter and return it to me at the Town of Addison, at your earliest convenience.

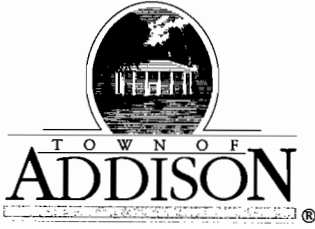
If you have any questions or would like to meet with me, please do not hesitate to call me at 972-450-7000.

Sincerely,

Luke Jalbert
Project Manager

Enclosures

OK
Joe Sandifer
Gen Insp
972-245-7745



PUBLIC WORKS DEPARTMENT
Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871 FAX (972) 450-2837
16801 Westgrove

June 27, 2002

Greenhaven Village Apartments
3900 Brookhaven Club Drive
Addison, TX 75001

Re: Brookhaven Club Sanitary Sewer Replacement

The Town of Addison over the past three years has been developing a plan to upgrade its sanitary sewer system along your south property line. A part of that plan includes the removal of the aerial crossing that is located downstream of your lake and dam. The Town plans to construct a new line by using directional boring, a technology perfected by fiber optic companies. Specifically, it is planned to dig a hole and directionally drill a new pipe through an existing easement. The pipe will extend from Marsh Lane east to the Greenhaven Apartment tract. The existing sewer line will be rehabilitated with lining to prevent digging up services and reconnecting them.

In order to accomplish the project, we respectfully request access to the apartment grounds at two locations, as shown on the attached exhibit. The area shaded in green is approximately 25 ft. x 80 ft. and is immediately adjacent to the existing sewer easement. This area is needed to construct a trench to receive the pipe being drilled from Marsh Lane. Staging of equipment and storage is planned to be on the Brookhaven College Campus property. The second location in which we need access is shown with yellow shading. This area is access for a truck to line the existing sanitary sewer line and a backhoe to construct the proposed manhole.

During construction, the areas will have orange construction fencing erected to establish limits for the contractor, and prevent access to the site by tenants in the area.

In both areas, we plan to immediately restore the grass after construction is complete at the towns expense. Restoration includes replacing damaged grass with solid sod and watering the sod until it is established which takes approximately 4 to 6 weeks. To complete the new line, rehabilitate the existing line and remove the aerial crossing is expected to take approximately 120 calendar days. Construction activities on the apartment grounds should not exceed 60 calendar days.

If you are in agreement to allow the Town of Addison and their construction contractor to access your property during the construction period of this project, please sign one copy of this letter and return it to me at the Town of Addison, at your earliest convenience. If you have any questions or would like to meet with me, please do not hesitate to call me at 972-450-2860.

Shana Eaton
Business Manager

Sincerely,

Luke Jalbert

Luke Jalbert
Project Manager

Enclosures

Birkhoff, Hendricks & Conway L.L.P.
CONSULTING ENGINEERS

Date: June 26, 2002

Time: 1:30 pm

Client: Town of Addison

Type of Meeting: Pre Construction

Project: Marsh Lane Waterline

ATTENDANCE SHEET

	<u>Name</u>	<u>Representing</u>	<u>Phone Number</u>	<u>Fax Number</u>
1.	<u>John Birkhoff</u>	<u>Birkhoff, Hendricks & Conway</u>	<u>(214) 361-7900</u>	<u>(214) 361-0204</u>
2.	<u>Steve Chutchian</u>	<u>Town of Addison</u>	<u>972-450-2886</u>	<u>972-450-2837</u>
3.	<u>Luke Jalbert</u>	<u>Town of Addison</u>	<u>972-450-2860</u>	<u>972-450-283</u>
4.	<u>Rose T-Flores</u>	<u>TOWN of ADDISON</u>	<u>972-450-2847</u>	
5.	<u>Mark Herndon</u>	<u>Ryan</u>	<u>972-484-0868</u>	<u>972-484-8974</u>
6.	<u>Kal Kote</u>	<u>Ruban</u>	<u>972-484-0868</u>	
7.	<u>Jerry Davis</u>	<u>Town of Addison</u>	<u>972-661-1693</u>	<u>9-716-8834</u>
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

Date: June 26, 2002

Time: 1:30 pm

Client: Town of Addison

Type of Meeting: Pre-Construction Conference

Project: Marsh Lane Waterline

AGENDA

1. Introduction (Attendance Sheet)

2. Superintendents: Name: _____
Phone No. (Day) _____ (Night) _____

Subcontractor(s): Name: _____
Phone No. (Day) _____ (Night) _____

Name: _____
Phone No. (Day) _____ (Night) _____

3. City Inspector: Name: _____
Phone No. (Day) _____ (Night) _____

4. Construction Schedule and Phasing

5. Cash Flow Projection

6. Shop Drawing Schedule

7. Insurance Certificates

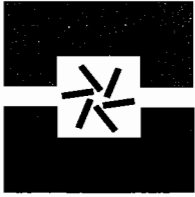
8. Clean-Up/Working Conditions/Sanitation

9. Monthly Pay Request (10% Retainage)

10. Extra Work (Executed Change Orders)

11. Contract Documents and Work Order

12. Miscellaneous Comments



Brookhaven College

3939 Valley View Lane
Farmers Branch
Dallas, TX 75244-4997
www.BrookhavenCollege.edu

One of the seven colleges
of the Dallas County
Community College District

President

Alice W. Villadsen, Ph.D.
972-860-4809

Executive Vice President

H. Eugene Gibbons, Ph.D.
972-860-4802

Vice President for

Instructional Administration

Rafael Díaz, Ph.D.
972-860-4802

Vice President for Business

Services

George T. Herring, M.B.A.
972-860-4634

Executive Director for

Resource and Economic

Development

Mary A. Brumbach, Ph.D.
972-860-4857



Public Information Office

972-860-4700

Español: 972-860-4845

FAX: 972-860-4897

www.BrookhavenCollege.edu

BHCPubInfo@dcccd.edu

June 19, 2002

Luke A. Jalbert
16801 Westgrove Dr.
P.O. Box 9010
Addison, Tx. 75001-9010

Re: Brookhaven Club Sanitary Sewer Replacement

Dear Mr. Jalbert,

It was a pleasure to meet with you today and discuss the
Town of Addison's sanitary sewer replacement project.

Brookhaven College agrees to your request for access to
the North end of our campus property. The college does
expect the Town of Addison to comply with our attorney's
insurance request.

You may construct a fenced in area according to the map you
provided us along with your initial letter to me. Please comply
with general notes on map as to returning our property to us
upon completion of the project.

Sincerely,

J.E. Dwyer
Director, Facilities Services

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
RONALD V. CONWAY, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

June 15, 2001

6/21/01

JIM - IT LOOKS LIKE
WE ~~NEED~~ ^{MAY} NEED
SEVERAL EASEMENTS
ON THE BROOKHAVEN
SEWER LINE. THIS
COULD GREATLY HOLD
UP THE MARSH WATER
PROJECT IF WE BID
THEM TOGETHER.

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
P. O. Box 9010
Addison, Texas 75001-9010

Re: Marsh Lane Waterline
Brookhaven Club Sanitary Sewer Line

Dear Mr. Chutchian:

We are enclosing three sets of the current set of preliminary construction plans for the Marsh Lane Water Line and the Brookhaven Club Sanitary Sewer Line project. The sewer line has been revised to keep the proposed line within the existing easement and to line the existing line. Please review sheet 8 of the construction plans for easement requirements. A temporary construction easement will be required from the apartment complex as well as from lot 20 Block B of the Wooded Creek Estates Addition in the City of Farmers Branch. The proposed manhole at station 13+59.39 may require a permanent easement from Brookhaven College. I recommend we meet with Brookhaven College prior to proceeding with such an easement description. On sheet 11 of the construction plans a point repair will need to be made on the existing line to replace a sag in the line where the camera went under water. To make such a repair the Town may consider a temporary construction easement to make the repairs within their permanent easement.

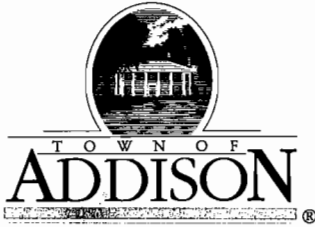
Once you have had an opportunity to review the plans and easement requirements, notify us of the type of easements the Town desires to obtain. We are available at your convenience to discuss any questions you may have with the enclosed plans.

Sincerely,



John W. Birkhoff, P.E.

Enclosure



PUBLIC WORKS DEPARTMENT
Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871 FAX (972) 450-2837
16801 Westgrove

June 6, 2002

Lot 20, Block B

Re: Brookhaven Club Sanitary Sewer Replacement

Gentlemen:

The Town of Addison over the past three years has been developing a plan to upgrade its sanitary sewer system along your ~~south~~ ^{NORTH} property line.

The Town plans to construct a new line by using directional boring, a technology perfected by the fiber optic companies. Specifically, it is planned to dig a hole and directionally drill a hole in the ground, placing new pipe as we go. The pipe will extend from Marsh Lane east to the Greenhaven Apartment tract. The existing sewer line will be rehabilitated with lining to prevent digging up services.

In order to complete this construction project, it is likely that we will damage your existing fence during the excavation and construction of a new manhole. The manhole location is shown on the attached exhibit.

The Town of Addison proposes to replace your back fence, with better or equal material, and place solid sod where your yard is affected by construction activities in exchange for you granting permission for the Town of Addison and its construction contractor to access the identified area (as shown on the exhibit). Some construction activity may spill over into the existing utility easement. We propose to erect plastic orange construction fencing in the construction area.

The Town of Addison anticipates total construction activity in this area to last no more than 30 calendar days.

If you are in agreement to allow the Town of Addison and their construction contractor to access your property during the construction period of this project, please sign one copy of this letter and return it to me at the Town of Addison.

If you have any questions or would like to meet with me, please do not hesitate to call me at 972-450-7000.

Sincerely,

** AS STATED IN PARAGRAPH THREE,*

Luke Jalbert

Enclosures

Jack Parker
LOT 20, B1K B

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
RONALD V. CONWAY, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.
DOUGLAS K. SHOWERS, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

June 3, 2002

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
P. O. Box 9010
Addison, Texas 75001-9010

Re: Brookhaven Club Sanitary Sewer Line

Dear Mr. Chutchian:

We are enclosing three sets of preliminary plans and specifications for the Brookhaven Club Sanitary Sewer Line project for your review and comment. Upon completion of your review, please notify us of your comments and questions. We will address each of those in the final plan submittal. We are available at your convenience to discuss any questions you may have with the preliminary documents.

Sincerely,



John W. Birkhoff, P.E.

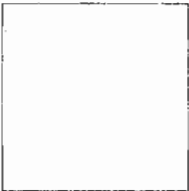
Enclosures

Steve Chutchian

To: jbirkhoff@bhcllp.com
Cc: Jim Pierce; Luke Jalbert; Michael Murphy
Subject: Brookhaven Club Sewer Replacement

John - at a recent meeting regarding the Brookhaven Club Sewer Replacement project, our staff submitted review comments to you for the design of the project, and we discussed the permanent and temporary easement needs associated with construction of the improvements. This project is funded for this fiscal year and it must be underway prior to October 2002. Easement acquisition will take some time to complete and should be underway a.s.a.p. Can you give me a status of the progress of the plan and specification preparation, and development of easement documents. We would like to get this project moving toward design completion and easement acquisition in a timely manner. Luke Jalbert will contact you later today and begin working with you directly toward completion. If you have any questions, please let me know. Thanks.

Steve Chutchian



BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

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JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

March 19, 2002

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
P. O. Box 9010
Addison, Texas 75001-9010

Re: Marsh Lane Waterline and Brookhaven Club Sanitary Sewer Replacement

Dear Mr. Chutchian:

Our original scope of services for the Marsh Waterline and Brookhaven Sanitary Sewer Replacement was based on the two projects being bid as one project. We were directed to separate the two projects and we provided the Town a proposal for that work. The proposal was rejected and the project was to be bid as one. Currently, the Town has again directed us to separate the two projects and bid them separately. In addition to separating the plans, our services will include preparing separate bidding documents, quantity take-off, printing and delivering bidding sets to the Town's Purchasing Agent, preparing routine addenda and delivering to the Town's Purchasing Agent, and delivering same documents to Public Works staff. In addition, we have met with the Town's staff on several occasions to move the project forward only to be stalled several months and to have to meet again to kick the project off.

We propose to be compensated for the plan separation and meetings on a lump sum basis of \$3,500.00 (40-hrs) and to prepare the bidding documents, assist in the bidding phase in a limited capacity on the basis of salary cost times a multiplier of 2.4, with expenses at invoice cost times 1.1. Accordingly, we request our contract be increased by \$12,100.00 to cover these additional costs.

If you are in agreement with our proposal, please have one copy of this letter amendment signed by the Town of Addison and returned to our office. We are available at your convenience to discuss any questions you may have with our proposal.

Sincerely,

John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON

By:

Date: 3-27-02



BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
RONALD V. CONWAY, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

PRELIMINARY

March 18, 2002

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
P. O. Box 9010
Addison, Texas 75001-9010

Re: Marsh Lane Waterline and Brookhaven Club Sanitary Sewer Replacement

Dear Mr. Chutchian:

Our original scope of services for the Marsh Waterline and Brookhaven Sanitary Sewer Replacement was based on the two projects being bid as one project. We were directed to separate the two projects and we provided the Town a proposal for that work. The proposal was rejected and the project was to be bid as one. Currently, the Town has again directed us to separate the two projects and bid them separately. In addition to separating the plans, our services will include preparing separate bidding documents and the sanitary sewer project will require us to fax notices to potential contractors, distribute documents to potential contractors and suppliers, prepare and distribute addenda, and provide documents to the Town and their testing lab and to publishers. In addition, we have met with the Town's staff on several occasions to move the project forward only to be stalled several months and to have to meet again to kick the project off.

We propose to be compensated for the plan separation and meetings on a lump sum basis of \$3,500.00 (40-hrs) and to prepare the bidding documents, assist in the bidding phase in a limited capacity on the basis of salary cost times a multiplier of 2.4, with expenses at invoice cost times 1.1. Accordingly, we request our contract be increased by \$12,500.00 to cover these additional costs.

If you are in agreement with our proposal, please have one copy of this letter amendment signed by the Town of Addison and returned to our office. We are available at your convenience to discuss any questions you may have with our proposal.

Sincerely,

John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON

By: _____

Date: _____

~~WINDMILL / COMPANY~~ ~~201 100N~~ (3)

TARRAGON Brooks LP

3100 Monticello Ave
DALLAS TX 75205

Oakbrook APTS

Built 1971

2 STORIES

104 UNITS

10 Bldgs

~~3767 Brookhaven Club Dr
Addison TX~~

~~WINDMILL COMPANY~~

(4)

~~OPTIONAL - 1111~~

The Brooks APTS

DAVISTEN Greenbrook Corporation
14020 Marsh Lane

10670 N Central
DALLAS TX 75231

Betty Colessey

Ph. 214-373-1490

* Mobil: 214-384-1464

Built 1969

130 UNITS

2 STORIES

14 Bldgs

~~WINDMILL~~ ~~Edwards~~ - Goodyear

~~AUSTIN Brookhaven - Shopping Center~~
~~Head Temporary from Shopping Center~~

③

GOOD PER.

Wagner / Holman

④

Mustang Brookhaven

Lynn Peters

Sabre Realty

972-931-7400

* Mobil: 214-384-1404
* Home: 214-273-1400
* Office: 214-384-1404

Addison!

STEVEN Z. CHUTCHIAN, P.E.
Assistant City Engineer
(972) 450-2886
(972) 450-2837 FAX
(214) 673-2518 Mobile
schutchian@ci.addison.tx.us E-mail

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

MARSH WATER / BREAKHARER SEWER

ADDITIONAL BID PHASE	\$2,086.00 ✓
" CONSTRUCTION PHASE	3,337.60 ✓
	<hr/>
	\$ 5,423.60

SEPARATION OF PLANS & SPECS	\$ 4,800.00 ✓
--------------------------------	---------------

SLOPE CHANGE on ENGINEERING & REHAB. of EXIST. LINE	\$ 4,760.40 ✓
	<hr/>
	\$ 14,983.60



SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820 Dallas, Texas 75225-5816 Fax (214) 361-0204 Phone (214) 361-7900

RONALD V. CONWAY, P.E.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
GARY C. HENDRICKS, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

February 5, 2001

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Re: Marsh Lane Water Line
Brookhaven Club Sanitary Sewer Line

Dear Mr. Chutchian:

Our original scope of services for the preparation of plans and specifications for the Marsh Lane Waterline and Brookhaven Club Sanitary Sewer Line included bidding the two projects together. The Town has directed us to separate the two projects into two bidding packages, to expand our services for the bidding phase of the project and to modify the sanitary sewer plans with a new alignment and to specify rehabilitation on the existing line converting it to a service line.

The expanded services for the bidding and construction phases include the following:

1. Fax notice of project to contractors experienced in utility work.
2. Sell construction documents to potential bidders and suppliers
3. Provide construction documents to construction publishers and plan houses.
4. Prepare and distribute by fax Addenda on the project to plan holders with confirmation from contractors of receipt. Non receipt will activate a mailing of the Addenda.

Services to separate the plans and to modify the sewer line includes the following:

1. Separate plan sheets, prepare cover sheet, renumber sheets
2. Prepare separate set of specifications, edit special conditions.
3. Prepare rehabilitation specification.
4. Prepare revised and expanded proposal and bid schedule.

Mr. Steven Z. Chutchian, P.E.
Town of Addison
2/5/01
Page No. 2

5. Meet with City to review revised plans and make required revisions.
6. Rework quantity takeoff to include expanded sewer work.
7. Rework phasing plan.

We propose to be compensated for our services to complete two bid and construction administration phases will be on the same scope outlined in the original contract and modified above. We propose to maintain the compensation established for the bid phase and construction phase for each bidding project. That compensation is a lump sum amount of \$2,086.00 for each bid phase and \$3,337.60 for each construction phase for an added contract amount of \$5,423.60.

Services required to separate the projects and to modify the sanitary sewer plans will be based on a salary cost times a multiplier of 2.4 with expenses times 1.10. A budget of \$4,800.00 is established for separating the plans and a budget of \$4,760.00 is established for modifying the sewer plans and rehabilitating the existing line.

The total additional amount to complete two separate projects as outlined is \$14,983.60. If you are in agreement with our amendment, please have one copy of this letter agreement signed by the Town of Addison and returned to our office. We will commence our services upon your request. We are available at your convenience to discuss any questions you may have with our proposal.

Sincerely,



John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON

By: _____

Date: _____

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820 Dallas, Texas 75225-5816 Fax (214) 361-0204 Phone (214) 361-7900

RONALD V. CONWAY, P.E.
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ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

February 5, 2001

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

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The expanded services for the bidding and construction phases include the following:

1. Fax notice of project to contractors experienced in utility work.
2. Sell construction documents to potential bidders and suppliers
3. Provide construction documents to construction publishers and plan houses.
4. Prepare and distribute by fax Addenda on the project to plan holders with confirmation from contractors of receipt. Non receipt will activate a mailing of the Addenda.

Services to separate the plans and to modify the sewer line includes the following:

1. Separate plan sheets, prepare cover sheet, renumber sheets
2. Prepare separate set of specifications, edit special conditions.
3. Prepare rehabilitation specification.
4. Prepare revised and expanded proposal and bid schedule.

Mr. Steven Z. Chutchian, P.E.
Town of Addison
2/5/01
Page No. 2

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6. Rework quantity takeoff to include expanded sewer work.
7. Rework phasing plan.

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The total additional amount to complete two separate projects as outlined is \$14,983.60. If you are in agreement with our amendment, please have one copy of this letter agreement signed by the Town of Addison and returned to our office. We will commence our services upon your request. We are available at your convenience to discuss any questions you may have with our proposal.

Sincerely,



John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON

By: _____

Date: _____



Public Works / Engineering

16801 Westgrove • P.O. Box 144
Addison, Texas 75001
Telephone: (214) 450-2871 • Fax: (214) 931-6643

LETTER OF TRANSMITTAL

DATE <u>1/25/2001</u>	JOB NO.
ATTENTION	
RE:	

TO ANGELA WASHINGTON
901 MAIN ST. STE. 4000
DALLAS, TX 75202

GENTLEMAN:

WE ARE SENDING YOU

- Attached
- Under separate cover via _____ the following items:
- Shop Drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- _____

COPIES	DATE	NO.	DESCRIPTION
			<u>CONSTRUCTION EXEMPT CLARIFICATION</u>

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19_____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS

COPY TO FILE

SIGNED: Jim Wilson

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



Public Works / Engineering

16801 Westgrove • P.O. Box 9010

Addison, Texas 75001-9010

Telephone: (972) 450-2871 • Fax: (972) 450-2837

LETTER OF TRANSMITTAL

DATE	12/11/2000	JOB NO.	
ATTENTION	ANGELA WASHINGTON		
RE:	(3) EASEMENT PARCELS FOR TEMPORARY EASEMENTS FOR CONSTRUCTION		

TO ANGELA WASHINGTON

GENTLEMAN:

WE ARE SENDING YOU

- Attached
- Under separate cover via _____ the following items:
- Shop Drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- _____

COPIES	DATE	NO.	DESCRIPTION
1			EASEMENT PARCELS (3)

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19_____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS ATTACHED: (3) EASEMENT PARCELS & DETAIL SHEETS FOR PROPOSED WATER LINE

COPY TO FIVE

SIGNED: JIM WILSON
PROJECT MANAGER

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

Keith Thompson

From: Chuck Rubenstein [crubenstein@tarragonrealty.com]
Sent: Wednesday, November 08, 2000 3:13 PM
To: 'kthompson@ci.addison.tx.us'
Cc: Larry Grigsby
Subject: the Brooks Apartments, Addison, Texas

Keith: To confirm the ownership and signature block for the easement:

TARRAGON BROOKS, L.P.

By: Vinland Oakbrook, Inc., general partner

By:

Charles D. Rubenstein, Executive Vice President

The price discussed was \$12,000.

**PERMANENT WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENTS**

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

WHEREAS, Tarragon Brooks L.P. Property Trust ("Grantor") is the Owner of certain property described in Exhibit A, attached hereto and made a part hereof for all purposes; and

WHEREAS, the Town of Addison, Texas ("Grantee") is constructing a water line in and through a certain portion of said property, and adjacent to certain other portions of said property; and

WHEREAS, in connection with the construction of the water line, it is necessary to provide for a permanent easement in and through a certain portion of said property, and to provide for temporary construction easements over and across certain other portions of said property;

NOW, THEREFORE, for and in consideration of the sum of TWELVE THOUSAND DOLLARS (\$12,000.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents Grant, Sell and Convey unto Grantee:

1. A permanent easement to construct, maintain, replace and repair a water line across, over, under and through that real property shown and depicted on Exhibit B, attached to and incorporated herein, and described in Exhibit A.
2. Two temporary construction easements for the purpose of passing over, along, under and across that real property shown and depicted on Exhibit B, and described in Exhibit A.

The said temporary construction easements shall only be used by Grantee and its contractors in connection with the construction and installation of the water line within the permanent easement granted in Paragraph 1 and the public street and right-of-way adjacent to the temporary construction easements.

The temporary construction easements may be used only during, and shall terminate and expire upon the completion of the construction of the water line. Grantee shall restore the temporary construction easement areas to the conditions that existed before the construction of the water line.

TO HAVE AND TO HOLD the above-described rights-of-way in and to said premises with the right of ingress and egress thereto together with all and singular the rights and hereditaments thereunto in anywise belonging unto the Town of Addison and its successors and assigns forever, and Tarragon Brooks L.P. Property Trust, do hereby bind their heirs, successors,

Keith Thompson

From: Chuck Rubenstein [crubenstein@tarragonrealty.com]
Sent: Wednesday, November 08, 2000 3:13 PM
To: 'kthompson@ci.addison.tx.us'
Cc: Larry Grigsby
Subject: the Brooks Apartments, Addison, Texas

Keith: To confirm the ownership and signature block for the easement:

TARRAGON BROOKS, L.P.

By: Vinland Oakbrook, Inc., general partner

By: Charles D. Rubenstein, Executive Vice President

The price discussed was \$12,000.

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

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

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

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

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

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

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



Ronald V. Conway
3/9/00

NOAH GOOD SURVEY

ABSTRACT NO. 520

VINLAND PROPERTY TRUST
VOL. 97115, PG. 03165

TEMPORARY CONSTRUCTION
EASEMENT (0.099 ACRES)

PROPOSED WATER LINE EASEMENT
(0.050 ACRES)

100' R.O.W.

S 5°11'23" E - 218.93'

N - 217.97'

S - 331.75'

POINT OF
BEGINNING

"X" CUT FND

N 89°47'47" W - 19.80'

"X" CUT FND

☉ MARSH LANE

100' R.O.W.

☉ BROOKHAVEN CLUB DRIVE



Ronald V. Conway 3/9/00

SCALE: 1" = 40'

TOWN OF ADDISON, TEXAS

MARSH LANE WATER LINE EASEMENT
VINLAND PROPERTY TRUST

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
8333 DOUGLAS AVE., SUITE 820
DALLAS, TX 75225
(214) 361-7900

Date Surveyed:
01 MARCH, 2000
Date Drawn:
07 MARCH, 2000

REVISED 03/09/00 DFJ

SCALE: 1=30

VINLAND.DWG

**PERMANENT WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENTS**

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DALLAS	§	

WHEREAS, Tarragon Brooks L.P. Property Trust ("Grantor") is the Owner of certain property described in Exhibit A, attached hereto and made a part hereof for all purposes; and

WHEREAS, the Town of Addison, Texas ("Grantee") is constructing a water line in and through a certain portion of said property, and adjacent to certain other portions of said property; and

WHEREAS, in connection with the construction of the water line, it is necessary to provide for a permanent easement in and through a certain portion of said property, and to provide for temporary construction easements over and across certain other portions of said property;

NOW, THEREFORE, for and in consideration of the sum of _____ DOLLARS (\$ _____) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents Grant, Sell and Convey unto Grantee:

1. A permanent easement to construct, maintain, replace and repair a water line across, over, under and through that real property shown and depicted on Exhibit B, attached to and incorporated herein, and described in Exhibit A.
2. Two temporary construction easements for the purpose of passing over, along, under and across that real property shown and depicted on Exhibit B, and described in Exhibit A.

The said temporary construction easements shall only be used by Grantee and its contractors in connection with the construction and installation of the water line within the permanent easement granted in Paragraph 1 and the public street and right-of-way adjacent to the temporary construction easements.

The temporary construction easements may be used only during, and shall terminate and expire upon the completion of the construction of the water line. Grantee shall restore the temporary construction easement areas to the conditions that existed before the construction of the water line.

TO HAVE AND TO HOLD the above-described rights-of-way in and to said premises with the right of ingress and egress thereto together with all and singular the rights and hereditaments thereunto in anywise belonging unto the Town of Addison and its successors and assigns forever, and Tarragon Brooks L.P. Property Trust, do hereby bind their heirs, successors,

assigns, executors and administrators to defend all and singular said premises unto the Town of Addison, its successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2001.

GRANTOR
TARRAGON BROOKS, L.P.

By: Vinland Oakbrook, Inc., General Partner

By: _____
Charles D. Rubenstein
Executive Vice President

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, personally appeared _____, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

MY COMMISSION EXPIRES:

[SEAL]

**FIELD NOTE DESCRIPTION
FOR
MARSH LANE WATER LINE EASEMENT
ACROSS THE PROPERTY OF
TARRAGON BROOKS L.P. PROPERTY TRUST**

BEING a parcel of land for water line easement in the Noah Good Survey, Abstract No. 520, Dallas County, Texas, and being a part of a tract of land conveyed to Tarragon Brooks L.P. Property Trust by a deed now of record in Volume 99101, Page 5374 of the Deed of Records of Dallas County, Texas, said parcel being more particularly described as follows:

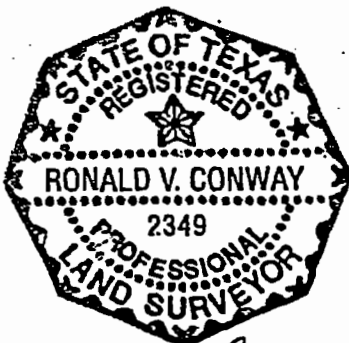
BEGINNING at an "X" cut found for a corner, said corner being at the intersection of the east Right Of Way line of Marsh Lane (100 feet Right Of Way) and the north Right Of Way line of Brookhaven Club Drive (100 feet Right Of Way), said corner being due south along the east Right Of Way line of said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

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

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

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

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



Ronald V. Conway 6/5/00

NOAH GOOD SURVEY

ABSTRACT NO. 520

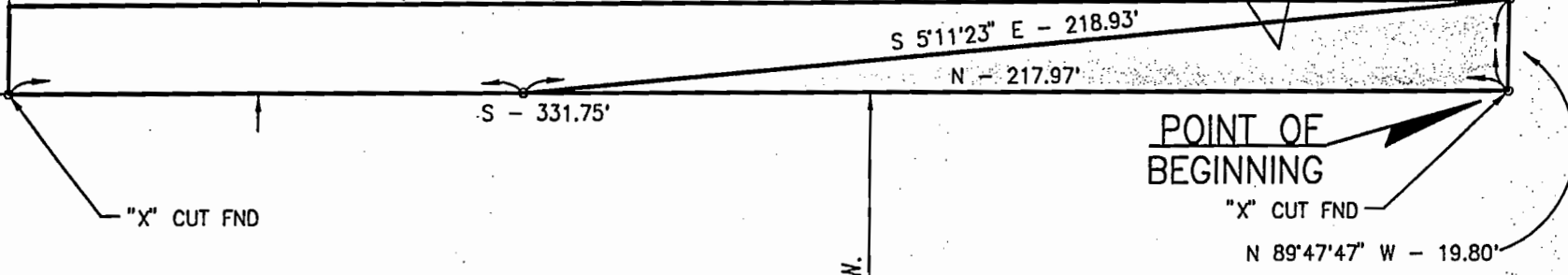
TARRAGON BROOKS, L.P.
VOL. 99101, PG. 5374

TEMPORARY CONSTRUCTION
EASEMENT (0.099 ACRES)

Exhibit B

PROPOSED WATER LINE EASEMENT
(0.050 ACRES)

100' R.O.W.



POINT OF
BEGINNING

"X" CUT FND

N 89°47'47" W - 19.80'

☉ MARSH LANE

100' R.O.W.

☉ BROOKHAVEN CLUB DRIVE



Ronald V. Conway 6/5/00

SCALE: 1" = 40'

TOWN OF ADDISON, TEXAS

MARSH LANE WATER LINE EASEMENT
TARRAGON BROOKS, L.P.

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
8333 DOUGLAS AVE., SUITE 820
DALLAS, TX 75225
(214) 361-7900

Date Surveyed:
01 MARCH, 2000
Date Drawn:
30 MAY, 2000

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

§

COUNTY OF DALLAS

§

THAT DAVISTER GREENBROOK CORPORATION, hereinafter called GRANTOR of the County of Dallas, State of Texas, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and State of Texas, a temporary easement and right to pass over, along, under and across a portion (the "Easement Area") of GRANTOR's property, which easement and right of passage is shown and depicted on EXHIBIT B, attached to and incorporated herein, for the purpose of constructing a water line. The Easement Area is described as follows:

See attached EXHIBIT A, which is made a part of this deed as if fully copied herein.

This temporary construction easement shall only be used by GRANTEE and its contractors in connection with the construction and installation of a water line within the public street and right-of-way adjacent to the Easement Area. GRANTEE shall replace any landscaping, paving or striping removed by GRANTEE during said construction and otherwise restore the Easement Area to the condition that existed before the construction of the water line.

This temporary easement may be used only during, and shall terminate and expire upon the completion of the construction of the water line adjacent to the Easement Area.

TO HAVE AND TO HOLD unto the Town of Addison, Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement and Easement Area described above.

EXECUTED this _____ day of _____, 2001.

GRANTOR
DAVISTER GREENBROOK CORPORATION

By: _____

STATE OF TEXAS
COUNTY OF DALLAS

§
§

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, personally appeared _____, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

MY COMMISSION EXPIRES:

[SEAL]

**FIELD NOTE DESCRIPTION
FOR
MARSH LANE WATER LINE
ACROSS PROPERTY OF
DAVISTER GREENBROOK CORPORATION**

Exhibit A

A temporary construction easement 20 feet in width, being just east of, and adjacent to, the east Right Of Way line of Marsh Lane in the Town of Addison and the west property line of a tract of land conveyed to Davister Greenbrook Corporation by a deed now of record in Volume 97209, Page 1663 of a Deed of Records of Dallas County, Texas and to be used only during the construction of the proposed water line, and containing 0.207 acres of land, more or less.



Ronald V. Conway 6/5/08

NOAH GOOD SURVEY

ABSTRACT NO. 520

Exhibit B

DAVISTER GREENBROOK CORP.
VOL: 97209, PG. 1663

S 89°47'34" E - 917.80'

N 89°47'34.0" W - 520.00'

20' TEMPORARY CONST. EASEMENT
(0.207 ACRES)

N - 451.33'

Q MARSH LANE

100' R. O. W.

SCALE: 1" = 50'



Ronald V. Conway 4/5/00

TOWN OF ADDISON, TEXAS

TEMPORARY CONSTRUCTION EASEMENT
DAVISTER GREENBROOK CORP.

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
8333 DOUGLAS AVE., SUITE 820
DALLAS, TX 75225
(214) 361-7900

Date Drawn:
30 MAY, 2000

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

THAT MILTON L. WAGNER and GAY GELLER GOLMAN, hereinafter called GRANTORS of the County of Dallas, State of Texas, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and State of Texas, a temporary easement and right to pass over, along, under and across a portion (the "Easement Area") of GRANTORS' property, which easement and right of passage is shown and depicted on EXHIBIT B, attached to and incorporated herein, for the purpose of constructing a water line. The Easement Area is described as follows:

See attached EXHIBIT A, which is made a part of this deed as if fully copied herein.

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

This temporary easement may be used only during, and shall terminate and expire upon the completion of the construction of the water line adjacent to the Easement Area.

TO HAVE AND TO HOLD unto the Town of Addison, Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement and Easement Area described above.

EXECUTED this _____ day of _____, 2001.

GRANTORS

Milton L. Wagner

Gay Geller Golman

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, personally appeared _____, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

MY COMMISSION EXPIRES:

[SEAL]

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, personally appeared _____, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

MY COMMISSION EXPIRES:

[SEAL]

**FIELD NOTE DESCRIPTION
FOR
MARSH LANE WATER LINE
ACROSS PROPERTY OF
GWN INCORPORATED (MILTON L. WAGNER AND GAY GELLER GOLMAN)**

A temporary construction easement 20 feet in width, being just east of, and adjacent to, the east Right Of Way line of Marsh Lane in the Town of Addison and the west property line of a tract of land conveyed to Milton L. Wagner and Gay Geller Golman by a deed now of record in Volume 78139, Page 769 of a Deed of Records of Dallas County, Texas and to be used only during the construction of the proposed water line, and containing 0.061 acres of land, more or less.



Ronald V. Conway 6/5/00

Exhibit B

N 89°48'09" E - 160.00'

NOAH GOOD SURVEY

ABSTRACT NO. 520

20' TEMPORARY CONST. EASEMENT
(0.061 ACRES)

MILTON L. WAGNER AND GAY GELLER GOLMAN
VOL. 78139, PG. 769



Ronald V. Conway 6/1/00

S 89°48'09" W - 160.00'

☪ MARSH LANE

N - 132.00'

100' R.O.W.

SCALE: 1" = 30'

TOWN OF ADDISON, TEXAS

TEMPORARY CONSTRUCTION EASEMENT
MILTON L. WAGNER & GAY GELLER GOLMAN

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
8333 DOUGLAS AVE., SUITE 820
DALLAS, TX 75225
(214) 361-7900

Date Drawn:
30 MAY, 2000

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

THAT MUSTANG BROOKHAVEN S.C., LTD.; FOLSOM PROPERTIES, INC., G.P. and SABRE REALTY MANAGEMENT, INC. as agent, hereinafter called GRANTOR of the County of Dallas, State of Texas, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and State of Texas, a temporary easement and right to pass over, along, under and across a portion (the "Easement Area") of GRANTOR's property, which easement and right of passage is shown and depicted on EXHIBIT B, attached to and incorporated herein, for the purpose of constructing a water line. The Easement Area is described as follows:

See attached EXHIBIT A, which is made a part of this deed as if fully copied herein.

This temporary construction easement shall only be used by GRANTEE and its contractors in connection with the construction and installation of a water line within the public street and right-of-way adjacent to the Easement Area. GRANTEE shall replace any landscaping removed by GRANTEE during said construction and otherwise restore the Easement Area to the condition that existed before the construction of the water line.

This temporary easement may be used only during, and shall terminate and expire upon the completion of the construction of the water line adjacent to the Easement Area.

TO HAVE AND TO HOLD unto the Town of Addison, Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement and Easement Area described above.

EXECUTED this _____ day of _____, 2001.

GRANTOR
MUSTANG BROOKHAVEN S.C., LTD.;
FOLSOM PROPERTIES, INC., G.P. and SABRE
REALTY MANAGEMENT, INC. as agent

By: _____
Robert W. Kennedy
Executive Vice President

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, personally appeared _____, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

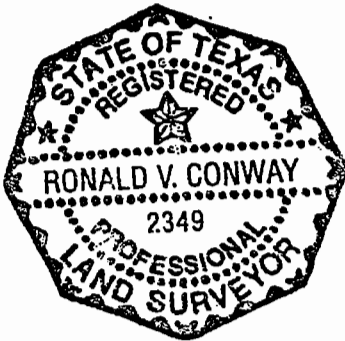
GIVEN UNDER my hand and seal of office the day and year last above written.

MY COMMISSION EXPIRES:

[SEAL]

**FIELD NOTE DESCRIPTION
FOR
MARSH LANE WATER LINE
ACROSS PROPERTY OF
MUSTANG BROOKHAVEN S/C, LTD.**

A temporary construction easement 20 feet in width, being just east of, and adjacent to, the east Right Of Way line of Marsh Lane in the Town of Addison and the west property line of a tract of land conveyed to Mustang Brookhaven S/C, Ltd. by a deed now of record in Volume 94122, Page 00473 of a Deed of Records of Dallas County, Texas and to be used only during the construction of the proposed water line, and containing 0.284 acres of land, more or less.



Ronald V. Conway
3/9/00

NOAH GOOD SURVEY

ABSTRACT NO. 520

MUSTANG BROOKHAVEN S/C, LTD.
VOL. 94122, PG. 00473

W - 431.00'

R

S 89°48'9" E - 160.00'

20' TEMPORARY CONST. EASEMENT
(0.284 ACRES)

N - 619.50'

100' R.O.W.

CL MARSH LANE

SCALE: 1" = 100'



TOWN OF ADDISON, TEXAS

TEMPORARY CONSTRUCTION EASEMENT
MUSTANG BROOKHAVEN S/C, LTD.

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
8333 DOUGLAS AVE., SUITE 820
DALLAS, TX 75225
(214) 361-7900

Date Drawn:
01 MARCH, 2000

Ronald V. Conway 3/9/00



Sabre

REALTY MANAGEMENT, INC.

SUITE 880 • 16475 DALLAS PARKWAY • ADDISON, TEXAS 75001-6856 • (972) 931-7400 • FAX (972) 250-1863

MEMORANDUM

TO: KEITH THOMPSON
FROM: LYNN PETERS, PROPERTY MANAGER
RE: TEMPORARY EASEMENT
DATE: JULY 6, 2000

Pursuant to our conversation, the ownership entity for Brookhaven Village Shopping Center is as follows:

Mustang Brookhaven S.C., Ltd.; Folsom Properties, Inc., G.P. and Sabre Realty Management, Inc. as agent.

Accordingly, the Temporary Easement document should reflect this entity as well as a signature block by Robert W. Kennedy, Executive Vice President.

If you should have any questions or require additional information, please feel free to contact me at the number above.

* replace Landscape

**FIELD NOTE DESCRIPTION
FOR
MARSH LANE WATER LINE
ACROSS PROPERTY OF
MUSTANG BROOKHAVEN S/C, LTD.**

A temporary construction easement 20 feet in width, being just east of, and adjacent to, the east Right Of Way line of Marsh Lane in the Town of Addison and the west property line of a tract of land conveyed to Mustang Brookhaven S/C, Ltd. by a deed now of record in Volume 94122, Page 00473 of a Deed of Records of Dallas County, Texas and to be used only during the construction of the proposed water line, and containing 0.284 acres of land, more or less.



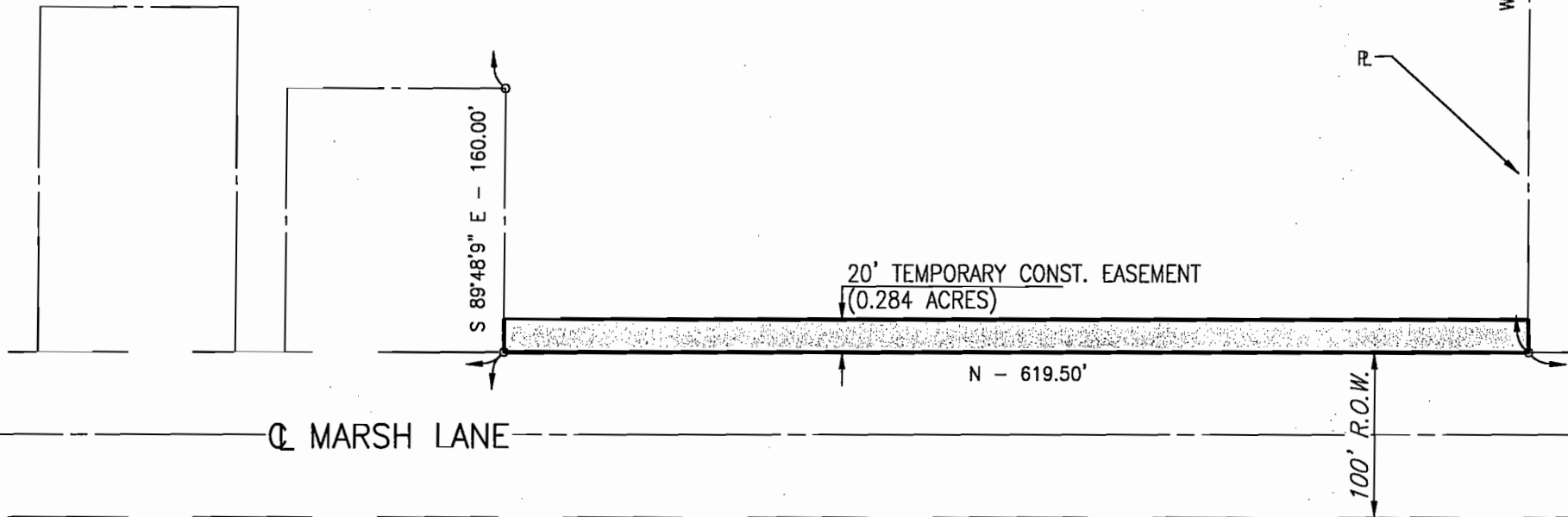
Ronald V. Conway
3/9/00

Exhibit B

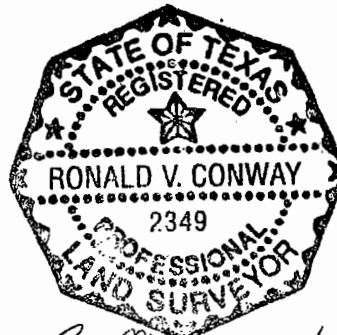
NOAH GOOD SURVEY

ABSTRACT NO. 520

MUSTANG BROOKHAVEN S/C, LTD.
VOL. 94122, PG. 00473



SCALE: 1" = 100'



Ronald V. Conway 3/9/00

TOWN OF ADDISON, TEXAS

TEMPORARY CONSTRUCTION EASEMENT
MUSTANG BROOKHAVEN S/C, LTD.

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
8333 DOUGLAS AVE., SUITE 820
DALLAS, TX 75225
(214) 361-7900

Date Drawn:
01 MARCH, 2000

**FIELD NOTE DESCRIPTION
FOR
MARSH LANE WATER LINE
ACROSS PROPERTY OF
GWN INCORPORATED (MILTON L. WAGNER AND GAY GELLER GOLMAN)**

A temporary construction easement 20 feet in width, being just east of, and adjacent to, the east Right Of Way line of Marsh Lane in the Town of Addison and the west property line of a tract of land conveyed to Milton L. Wagner and Gay Geller Golman by a deed now of record in Volume 78139, Page 769 of a Deed of Records of Dallas County, Texas and to be used only during the construction of the proposed water line, and containing 0.061 acres of land, more or less.



Ronald V. Conway 6/5/00

Exhibit B

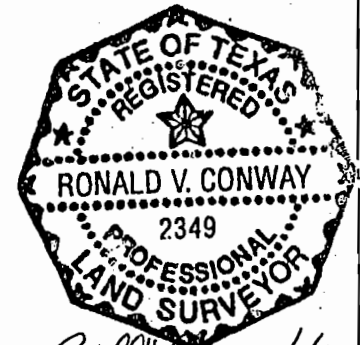
N 89°48'09" E - 160.00'

NOAH GOOD SURVEY

ABSTRACT NO. 520

20' TEMPORARY CONST. EASEMENT
(0.061 ACRES)

MILTON L. WAGNER AND GAY GELLER GOLMAN
VOL. 78139, PG. 769



S 89°48'09" W - 160.00'

Ronald V. Conway 6/1/00

R

Q MARSH LANE

N - 132.00'

100' R.O.W.

SCALE: 1" = 30'

TOWN OF ADDISON, TEXAS

TEMPORARY CONSTRUCTION EASEMENT
MILTON L. WAGNER & GAY GELLER GOLMAN

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
8333 DOUGLAS AVE., SUITE 820
DALLAS, TX 75225
(214) 361-7900

Date Drawn:
30 MAY, 2000

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820 Dallas, Texas 75225-5816 Fax (214) 361-0204 Phone (214) 361-7900

RONALD V. CONWAY, P.E.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
GARY C. HENDRICKS, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

June 5, 2000

Mr. Keith Thompson, P.E.
Director Of Public Works
Town of Addison
Post Office Box 144
Addison, Texas 75001-0144

Re: Marsh Lane Water Line
~~Brookhaven Club Drive Sanitary Sewer Line~~

Dear Mr. Thompson:

We are enclosing two (2) copies of a strip map for permanent and temporary easement acquisitions for the Marsh Lane water line and for the Brookhaven Club Drive sanitary sewer line construction. Both copies have been sealed, signed, and dated by a Professional Land Surveyor registered in the State of Texas.

We are also enclosing revised field note descriptions and plats of the following properties which have been updated to reflect current ownership information:

- ◆ Tarragon (replaces Vinland field notes and plat)
- ◆ Davister (replaces Irving Savings field notes and plat)
- ◆ Wagner and Golman (replaces Milton L. Wagner and Gay Geller Golman field notes and plat due to volume/page # update)

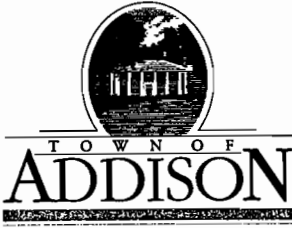
Please discard the field notes and plats that describe Vinland, Irving Savings, and the Milton L. Wagner and Gay Geller Golman that were forwarded to you. We will forward the sanitary sewer easements once we have tied these to known points in the field. We are available at your convenience to discuss any questions that you may have concerning the enclosed documents.

Sincerely,

*Attached are our current records
on these properties.*

John W. Birkhoff, P.E.

Enclosure



ENVIRONMENTAL SERVICES

16801 Westgrove Drive

(972) 450-2821 Fax: (972) 450-2837

Post Office Box 9010 Addison, Texas 75001-9010

**ENVIRONMENTAL HEALTH DEPARTMENT
APPLICATION FOR A SWIMMING POOL LICENSE**

INITIAL _____ RENEWAL

In compliance with the Swimming Pool Ordinance of the Town of Addison, I hereby make application to the Environmental Services Department for a license to operate or cause to be operated a swimming pool or pool(s) as described below.

Name of Apartment, Condo, Hotel, Misc. <i>Brookhaven Club Townhomes HOA</i>		
Owner's Name	Owner's Mailing Address	Owner's Phone Number
	<i>1608 Millview</i>	<i>972 245-7745</i>
	Number Street	
	<i>Carrollton TX 75006</i>	
	City State Zip	
Resident Manager of Pool Operations: <i>1</i>		
Number of Pools	Number of Spa/Hot Tubs	Other
	<i>0</i>	<i>0</i>
License Fee Required:	\$ <i>80.00</i>	(\$80 First Pool)
	\$ <i>0</i>	(\$40 Each Additional)
	\$ <i>80.00</i>	TOTAL

I understand that after application has been filed, the license fee will not be refunded, regardless of approval or denial of license.

I understand any license granted on this application may be suspended or revoked by the Environmental Services Department for noncompliance with the ordinance of the Town of Addison or the laws of the State of Texas.

Licenses are good for one (1) calendar year and shall run consecutively with your current license.

PLEASE RETURN THIS COMPLETED FORM AND REMITTANCE TO THE ADDISON ENVIRONMENTAL SERVICES DEPARTMENT AT LEAST TEN (10) WORKING DAYS PRIOR TO MAY 1, 2000.

Signature <i>[Handwritten Signature]</i>	Position <i>General Manager</i>	Date <i>3-20-2000</i>
---------------------------------------------	------------------------------------	--------------------------

(for office use only)

Approved _____ Denied _____	Inspector	Date
License #	Check # <i>1996</i>	Receipt # <i>433755</i>
		Date Paid <i>3-27-00</i>

sander