

2002 Marsh Lane Water Main Replacement

RYCON INC

Office (972) 484.0968

Fax (972) 484.8974

TRANSMITTAL

DATE: 07/02/02

TO: MR STEVE CHUTCHIAN

JOB NAME: MARSH LANE

JOB# 275

CITY OF ADDISON TEXAS

LOCATION: _____

RE: PIPE SUBMITTALS

Luke
↑

DRG. NO.	COPIES NO. EACH	DESCRIPTION	REMARKS
	6	US FILTER SUBMITTALS	

THE ABOVE INFORMATION IS SUBMITTED TO YOU FOR:

- | | |
|--|--|
| <input checked="" type="checkbox"/> YOUR APPROVAL | <input type="checkbox"/> ESTABLISHING DIMENSIONS |
| <input type="checkbox"/> FINAL APPROVAL | <input type="checkbox"/> ESTIMATE ON |
| <input type="checkbox"/> FIELD USE | <input type="checkbox"/> FIELD CHECK |
| <input type="checkbox"/> FABRICATION | <input type="checkbox"/> DIMENSIONS AS NOTED |
| <input type="checkbox"/> CORRECTION & RESUBMISSION | <input type="checkbox"/> YOUR FILES |
| | <input type="checkbox"/> BIDDING |

COPY TRANS. TO: _____ COPY DRAWINGS TO: _____

COMMENTS: _____

FORWARDED BY:

- | | |
|---|---|
| <input type="checkbox"/> PARCEL POST | <input type="checkbox"/> AIR MAIL |
| <input type="checkbox"/> FIRST CLASS MAIL | <input type="checkbox"/> AIR EXPRESS |
| <input type="checkbox"/> SPECIAL DELIVERY | <input checked="" type="checkbox"/> MESSENGER |
| <input type="checkbox"/> EXPRESS | |

WITH REGARDS,
RYCON INC

Shane J. Kelly

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: 02-30 Marsh Lane Water Line Replacement

By Facsimile Transmission on this date: May 6, 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: 2

Addendum 1

02-30 Marsh Lane Water Line Replacement

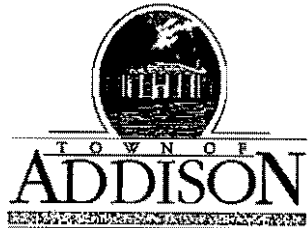
Pre Bid Meeting has been scheduled for Thursday, May 9, 2002 9:00am-10:00am
Town of Addison Service Center, 16801 Westgrove Dr, Addison, TX 75001

END OF ADDENDUM

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

BY: _____

DATE: _____



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

April 25, 2002

Mr. Charles D. Rubenstein
Executive Vice President
Vinland Oakbrook, Inc.
1775 Broadway, 23rd Floor
New York, NY 10019

Re: Marsh Lane Water Main Replacement

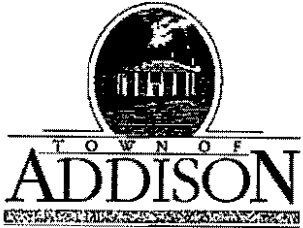
Dear Mr. Rubenstein:

The Town of Addison anticipates awarding a construction contract at our May 28, 2002 City Council meeting for the Marsh Lane Water Main Replacement project. We should be underway with the proposed improvements by mid-June, 2002. In accordance with the agreement that provided permanent and temporary construction easements to the Town across the front of your property on Marsh Lane, our staff will contact your property manager soon and arrange a meeting to discuss the sequencing of work to be performed.

We will make every effort to complete this construction project in a timely manner and work with your on-site staff to accommodate their needs. Should you have any questions, please call me at 972-450-2886. Your consideration is greatly appreciated.

Sincerely,

Steven Z. Chutchian, P.E.
Assistant City Engineer



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

April 25, 2002

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Executive Vice President
Vinland Oakbrook, Inc.
1775 Broadway, 23rd Floor
New York, NY 10019

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We will make every effort to complete this construction project in a timely manner and work with your on-site staff to accommodate their needs. Should you have any questions, please call me at 972-450-2886. Your consideration is greatly appreciated.

Sincerely,

Steven Z. Chutchian, P.E.
Assistant City Engineer

Steve Chutchian

From: Washington, Angela [awashington@cowlesthompson.com]
Sent: Wednesday, April 24, 2002 3:34 PM
To: Steve Chutchian (E-mail)
Subject: Tarragon Brooks

Notice to:

Charles D. Rubenstein
Executive Vice President
Vinland Oakbrook, Inc.
1775 Broadway, 23rd Floor
New York, NY 10019

Re: Permanent Water Line and Temporary Construction Easements
granted by Tarragon Brooks, L.P.



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

April 18, 2002

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

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

RE: Tarragon Brooks Property

Dear Bill and Steve:

Enclosed for your files are copies of the file-stamped documents for the Tarragon Brooks transaction, faxed to me today from Hexter Fair Title Company. The documents included are:

1. Permanent Water Line Easement and Temporary Construction Easements; and
2. Waiver and Subordination.

If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c: Ken Dippel, City Attorney

517- PC01139201 ACE

**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. ("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 SIX HUNDRED TWENTY DOLLARS AND 00/100 (\$12,620.00) 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 the following:

1. A permanent easement across, over, under and through that real property described in the first five paragraphs of Exhibit A and shown and depicted on Exhibit B, both attached to and incorporated herein for all purposes, for the purpose of constructing, maintaining, replacing and repairing an underground water line.

2. Two temporary construction easements for the purpose of passing over, along, under and across that real property, which easements are described in the remainder of Exhibit A and also shown and depicted on Exhibit B.

Grantor and Grantee further agree as follows:

A. The 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 construction of the public street and right-of-way adjacent to the temporary construction easements.

B. The temporary construction easements shall expire 10 days after completion of all work for which they are granted.

C. Grantee agrees that all work to be performed by or for Grantee in the easement areas shall be performed in a good and workmanlike manner, and Grantee shall upon completion of the work restore the easement areas, including landscaping, sprinklers, curbing and paving to the same or better condition as existed prior to entry thereon by Grantee, and shall leave the easement area clean and free of debris. In addition, the work site shall be reasonably cleaned at the end of each workday during the performance of the work.

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

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

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

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

EXECUTED this 6th day of March, 2001.

GRANTOR
TARRAGON BROOKS, L.P.

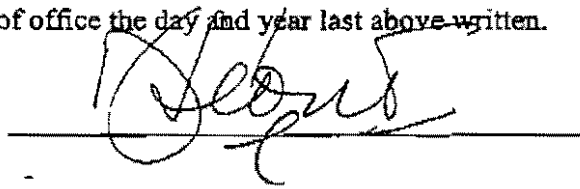
By: Vinland Oakbrook, Inc., General Partner

By: 
Charles D. Rubenstein
Executive Vice President

STATE OF NEW YORK §
COUNTY OF NEW YORK §

BEFORE ME, the undersigned notary public in and for said county and state, on this 6th day of MARCH, 2002, personally appeared Charles D. Rubenstein, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

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



MY COMMISSION EXPIRES:

ISABEL C. DeLEON
Notary Public, State of New York
No. 01DE8050149
Qualified in New York County
Commission Expires October 30, 2008

[SEAL]

AFTER RECORDING RETURN TO:

Attn: David Spence
HEXTER-FAIR TITLE COMPANY
8333 Douglas Avenue, #130
Dallas, TX 75225

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

EXHIBIT A

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

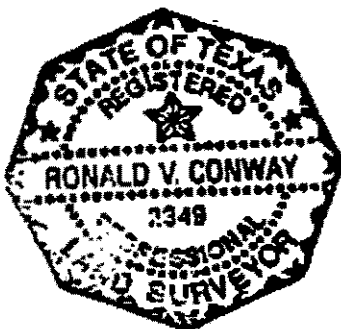
BEGINNING at an "X" cut found for a corner, said corner being at the intersection of the east Right Of Way line of Marsh Lane (100 feet Right Of Way) and the north Right Of Way line of Brookhaven Club Drive (100 feet Right Of Way), said corner being due south along the east Right Of Way line of said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

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

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

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

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



Ronald V. Conway
3/9/00

NOAH GOOD SURVEY

ABSTRACT NO. 520

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

TEMPORARY CONSTRUCTION
EASEMENT (0.099 ACRES) = TOTAL OF 1 1/2

PERMANENT WATER LINE EASEMENT
(0.050 ACRES)

100' R.O.W.

S 51°23' E - 218.83'
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.

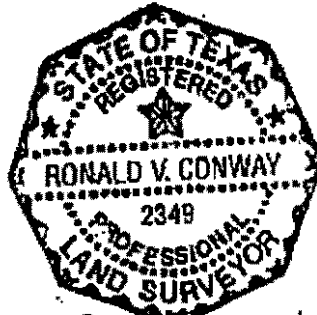
☉ BROOKHAVEN CLUB DRIVE

01010

HEXTER FAIR TITLE

04/18/02 10:39 FAX 2149873351

EXHIBIT B



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 B20
DALLAS, TX 75225
(214) 361-7800

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

REVISED 05/30/00 DFJ/ACS

SCALE: 1"=30

TARRAGON.DWG

\$15 - PC01139261ACE

STATE OF TEXAS §
COUNTY OF DALLAS §



WAIVER AND SUBORDINATION

WHEREAS, Fannie Mae is the holder of a certain Multifamily Note by Assignment of Deed of Trust from Amresco Capital, L.P., recorded in Volume 99101, Page 5383 of the Deed Records of Dallas County, Texas; and

WHEREAS, said note is secured by a Multifamily Deed of Trust, Assignment of Rents and Security Agreement ("Multifamily Deed of Trust") recorded in Volume 99101, Page 60 of the Deed Records of Dallas County, Texas, against property described in Exhibit A of the Multifamily Deed of Trust and Exhibit A of the Assignment of Deed of Trust ("the Property") and by vendor's lien reserved in Deed recorded in Volume 99101, Page 5374, Deed Records, Dallas County, Texas (the Multifamily Deed of Trust and said vendor's lien, and any other liens or encumbrances securing the note and other indebtedness described in said instruments, are referred to herein as the "Liens"); and

WHEREAS, Paragraph 16 of the Multifamily Deed of Trust provides that the grant, creation or existence of certain encumbrances on the Property shall constitute an Event of Default under the Deed of Trust; and

WHEREAS, the Town of Addison, Texas, seeks to purchase a Permanent Water Line Easement, as described in the first five paragraphs of Exhibit A, attached hereto and incorporated herein for all purposes, and shown and depicted on Exhibit B, attached hereto and incorporated herein for all purposes, along with two Temporary Construction Easements, as described in the remainder of Exhibit A, and also shown and depicted on Exhibit B, for the purpose of constructing, maintaining, replacing and repairing an underground water line on a portion of the Property (the Permanent Water Line Easement and two Temporary Construction Easements shall be referred to collectively herein as "the Easements"); and

WHEREAS, the granting, conveying or creation of the Easements will serve to benefit the Property;

NOW, THEREFORE, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fannie Mae does hereby waive any default rights it may have under Paragraph 16 or any other provision of the Multifamily Deed of Trust with respect to the Easements. Further, the granting, conveying or creation of the Easements shall not constitute an Event of Default under the Multifamily Deed of Trust or the Assignment of Deed of Trust. For the same consideration, Fannie Mae subordinates the Liens to the Easements, and agrees that the Liens shall not encumber the Easements, and that foreclosure of any of the Liens, conveyance in lieu of foreclosure, or the exercise of any remedies with respect to any of the Liens, shall not affect,

release, terminate, or extinguish any of the Easements. This Waiver and Subordination is applicable only for and only to the Easements.

EXECUTED this 14 day of March, 2002.

FANNIE MAE

By: Brian Hunt
Print Name: Brian Hunt
Title: Assistant Vice President

District of Columbia
~~STATE OF TEXAS~~ §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 14 day of MARCH, 2002, personally appeared Brian Hunt, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

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

Donna D. Kuhlhorst

MY COMMISSION EXPIRES:

9/30/05



AFTER RECORDING RETURN TO:

Attn: David Spence
HEXTER-FAIR TITLE COMPANY
8333 Douglas Avenue, #130
Dallas, TX 75225

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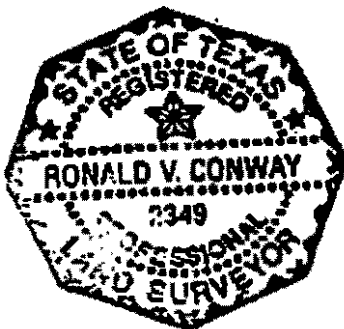
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THENCE N 89°47'47" W along the south property line of said Vinland Tract and said north Right Of Way line of said Brookhaven Club Drive, a distance of 19.80 feet to the POINT OF BEGINNING and containing 0.050 acres of land, more or less.

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
3/7/00

NOAH GOOD SURVEY

ABSTRACT NO. 520

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

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PERMANENT WATER LINE EASEMENT
(0.050 ACRES)

100' R.O.W.



"X" CUT FND

POINT OF
BEGINNING

"X" CUT FND

N 89°47'47" W - 19.80'

☉ MARSH LANE

100' R.O.W.

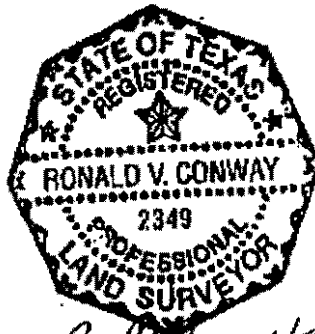
☉ BROOKHAVEN CLUB DRIVE

0005

HEXTER FAIR TITLE

04/18/02 10:38 FAX 214987335

EXHIBIT B



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

REVISED 05/30/00 DFJ/ACS

SCALE: 1=30

TARRAGON.DWG



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

April 10, 2002

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

RE: Tarragon Brooks Transaction
Your File No. PC 01139261

Dear Carol:

Enclosed for filing in connection with the above-referenced transaction are the following original documents:

1. Permanent Water Line Easement and Temporary Construction Easements; and
2. Waiver and Subordination.

I have forwarded the Buyer's Settlement Statement to the Town of Addison. It has been executed and a faxed copy is enclosed. After filing, File-marked documents should be returned to me. Please let me know when the transaction is complete. If you have any questions or need anything further, do not hesitate to call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c: Mr. Steve Chutchian, Town of Addison (w/o Enclosures)
Mr. Kenneth Dippel, City Attorney (w/o Enclosures)

Steve Chutchian

To: jbirkhoff@bhcllp.com
Cc: Michael Murphy; Jim Pierce; Luke Jalbert
Subject: Marsh Lane Water Line Replacement/ Addison Road Widening, Phase I

John - Please note the following:

MARSH LINE WATER MAIN REPLACEMENT

We completed our review of the plans and specifications for the Marsh Lane Water Main Replacement. On Thursday, Luke Jalbert should have made arrangements with you obtain our review comments. Please let me know if you don't have the marked up drawings. New dates for advertisement and opening of bids for the project have been set, as follows:

Advertisement	April 26, 2002 May 3, 2002
Bid Opening	May 14, 2002 @ 2:00 p.m.

If these dates are not good for you, please let me know. Minok Suh, in our Finance Department, asked for a final review of the contract documents by the middle of next week. We need 5 sets of half-size plans and specifications and 2 sets of full-size plans forwarded to our office next week, with the remainder sent to Minok for distribution. Also, please e-mail a bid advertisement, with the new dates inserted, to Minok next week.

ADDISON ROAD WIDENING, PHASE I

I am meeting with the owner/manager of the Oasis Car Wash this morning to discuss the easement acquisition that is required on this project. We need to get the revised legal descriptions and maps for Oasis Car Wash and Joes Auto Body as-soon-as-possible. Luke has a print of a plat for this location. Do you have a copy, or do we need to send the print to you. Please let me know. Thanks.

Steve Chutchian



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

April 8, 2002

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

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

RE: Buyer's Settlement Statement – Tarragon Brooks Transaction

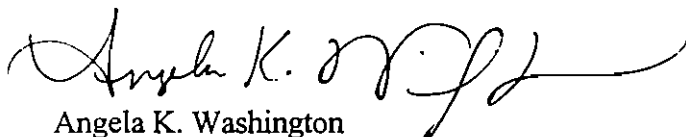
Dear Sandra and Steve:

In connection with the above-referenced transaction, enclosed are the following documents:

1. Buyer's Settlement Statement;
2. Copy of the executed Permanent Waterline Easement and Temporary Construction Easements; and
3. Copy of the executed Waiver and Subordination.

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

Sincerely,


Angela K. Washington

AKW/yjr
Enclosures

c: Mr. Kenneth Dippel, City Attorney

TITLE CO.: Hexter-Fair Title Company

SETTLEMENT STATEMENT

Date.: April 3, 2002

File #: PC01139261

Property .05 acres Brookhaven Club Drive, Addison, TX
Noah Good Survey, Abstract 520, Dallas County, Texas

Seller Tarragon Brooks, L.P.

Buyer Town of Addison

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

BUYER'S STATEMENT

CHARGES TO BUYER

Purchase Price.....	\$	12,620.00
Document Preparation to Fair & Watts, P.C.....	\$	
Title Insurance to Hexter-Fair Title Company.....	\$	294.00
75.00%/220.50 to David L. Fair		
Courier Fees to Hexter-Fair Title Company.....	\$	
Escrow Fee to Hexter-Fair Title Company.....	\$	
Tax Certificates to Hexter-Fair Title Company.....	\$	
Overnight Delivery to Hexter-Fair Title Company.....	\$	
Restrictions to Hexter-Fair Title Company.....	\$	21.66
Court Copies to Hexter-Fair Title Company.....	\$	
Recording Fees.....	\$	24.00

TOTAL CHARGES\$ 12,959.66

CREDITS TO BUYER

TOTAL CREDITS\$

TOTAL CASH REQUIRED BY BUYER\$ 12,959.66

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

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

The undersigned hereby authorizes HEXTER-FAIR TITLE COMPANY to make expenditures and disbursements as shown above and approved same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this statement.

Town of Addison
BUYER: By: Ron Whitehead
Ron Whitehead, City Manager

Hexter-Fair Title Company

TO: Town of Addison

FAX#:

FROM: David Spence

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

WIRING INSTRUCTIONS

BANK: BANK OF TEXAS, N.A.
6956 Sherry Lane
Suite 1800
Dallas, TX 75225

ABA#: 111014325

TO: Hexter-Fair Title Company

ACCT#: 0034595

REFERENCE: GF# PC01139261

NAME: Town of Addison

Thank you!!!!

**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. ("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 SIX HUNDRED TWENTY DOLLARS AND 00/100 (\$12,620.00) 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 the following:

1. A permanent easement across, over, under and through that real property described in the first five paragraphs of Exhibit A and shown and depicted on Exhibit B, both attached to and incorporated herein for all purposes, for the purpose of constructing, maintaining, replacing and repairing an underground water line.
2. Two temporary construction easements for the purpose of passing over, along, under and across that real property, which easements are described in the remainder of Exhibit A and also shown and depicted on Exhibit B.

Grantor and Grantee further agree as follows:

- A. The 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 construction of the public street and right-of-way adjacent to the temporary construction easements.
- B. The temporary construction easements shall expire 10 days after completion of all work for which they are granted.
- C. Grantee agrees that all work to be performed by or for Grantee in the easement areas shall be performed in a good and workmanlike manner, and Grantee shall upon completion of the work restore the easement areas, including landscaping, sprinklers, curbing and paving to the same or better condition as existed prior to entry thereon by Grantee, and shall leave the easement area clean and free of debris. In addition, the work site shall be reasonably cleaned at the end of each workday during the performance of the work.

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

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

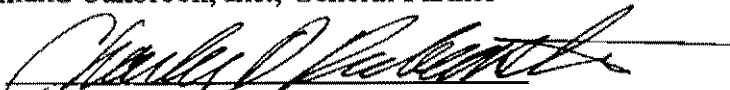
F. A pre-construction meeting regarding the work to be performed in the 90-day period described in Paragraph D shall be held at the property between representatives of Grantee and Grantor. Unless otherwise agreed to by Grantor, Grantee shall notify Grantor at least 30 days prior to the commencement of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

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

EXECUTED this 6th day of March, 2001.

GRANTOR
TARRAGON BROOKS, L.P.

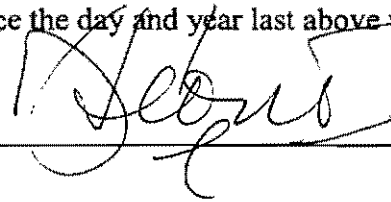
By: Vinland Oakbrook, Inc., General Partner

By: 
Charles D. Rubenstein
Executive Vice President

STATE OF NEW YORK §
COUNTY OF NEW YORK §

6th BEFORE ME, the undersigned notary public in and for said county and state, on this day of MARCH, 2002, personally appeared Charles D. Rubenstein, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

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



MY COMMISSION EXPIRES:

ISABEL C. DeLEON
Notary Public, State of New York
No. 01DE8050149
Qualified in New York County
Commission Expires October 30, 2002

[SEAL]

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WAIVER AND SUBORDINATION

WHEREAS, Fannie Mae is the holder of a certain Multifamily Note by Assignment of Deed of Trust from Amresco Capital, L.P., recorded in Volume 99101, Page 5383 of the Deed Records of Dallas County, Texas; and

WHEREAS, said note is secured by a Multifamily Deed of Trust, Assignment of Rents and Security Agreement ("Multifamily Deed of Trust") recorded in Volume 99101, Page 60 of the Deed Records of Dallas County, Texas, against property described in Exhibit A of the Multifamily Deed of Trust and Exhibit A of the Assignment of Deed of Trust ("the Property") and by vendor's lien reserved in Deed recorded in Volume 99101, Page 5374, Deed Records, Dallas County, Texas (the Multifamily Deed of Trust and said vendor's lien, and any other liens or encumbrances securing the note and other indebtedness described in said instruments, are referred to herein as the "Liens"); and

WHEREAS, Paragraph 16 of the Multifamily Deed of Trust provides that the grant, creation or existence of certain encumbrances on the Property shall constitute an Event of Default under the Deed of Trust; and

WHEREAS, the Town of Addison, Texas, seeks to purchase a Permanent Water Line Easement, as described in the first five paragraphs of Exhibit A, attached hereto and incorporated herein for all purposes, and shown and depicted on Exhibit B, attached hereto and incorporated herein for all purposes, along with two Temporary Construction Easements, as described in the remainder of Exhibit A, and also shown and depicted on Exhibit B, for the purpose of constructing, maintaining, replacing and repairing an underground water line on a portion of the Property (the Permanent Water Line Easement and two Temporary Construction Easements shall be referred to collectively herein as "the Easements"); and

WHEREAS, the granting, conveying or creation of the Easements will serve to benefit the Property;

NOW, THEREFORE, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fannie Mae does hereby waive any default rights it may have under Paragraph 16 or any other provision of the Multifamily Deed of Trust with respect to the Easements. Further, the granting, conveying or creation of the Easements shall not constitute an Event of Default under the Multifamily Deed of Trust or the Assignment of Deed of Trust. For the same consideration, Fannie Mae subordinates the Liens to the Easements, and agrees that the Liens shall not encumber the Easements, and that foreclosure of any of the Liens, conveyance in lieu of foreclosure, or the exercise of any remedies with respect to any of the Liens, shall not affect,

release, terminate, or extinguish any of the Easements. This Waiver and Subordination is applicable only for and only to the Easements.

EXECUTED this 14 day of MARCH, 2002.

FANNIE MAE

By: Brian Hunt
Print Name: Brian Hunt
Title: Assistant Vice President

District of Columbia
~~STATE OF TEXAS~~ §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 14 day of MARCH, 2002, personally appeared Brian Hunt, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

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

Donna V. Kulshond

MY COMMISSION EXPIRES:

9/30/05

[SEAL]



TOWN OF ADDISON

Public Works / Engineering
16801 Westgrove • P.O. Box 9010
Addison, Texas 75001
Telephone: (972) 450-2871 • Fax: (972) 450-2837

LETTER OF TRANSMITTAL

DATE	4-4-02	JOB NO.
ATTENTION		
RE:	Brookhaven Club Drive Reconstruction	

TO Randy Walhood
Farmers Branch

GENTLEMAN:

WE ARE SENDING YOU

- Shop Drawings
- Copy of letter

- Attached
- Prints
- Change order

- Under separate cover via _____ the following items:
- Plans Samples Specifications
- _____

COPIES	DATE	NO.	DESCRIPTION
2			Interlocal Agreement re above project
1			Marsh Lane Water Plan, Sheet 1/8

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 Randy - We have a water main
project that we intend to bid soon that
has some work in the Brookhaven/Marsh
Intersection. We will contact you with more details

COPY TO _____

SIGNED: Jim Peew

Steve - We need
to coordinate
Marsh Lane Water
with this project
2 jobs going on @
once. Jim

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT

This Agreement (the "Agreement") is made this the **4th** day of **March, 2002**, by and between the City of Farmers Branch, Texas, a home-rule municipal corporation located in Dallas, County, Texas ("Farmers Branch"), and the Town of Addison, Texas, a home-rule municipal corporation located in Dallas, County, Texas ("Addison").

WHEREAS, the City of Farmers Branch desires to reconstruct Brookhaven Club Drive between Golfing Green Drive and Marsh Lane, and such reconstruction includes intersection improvements at Brookhaven Club Drive and Marsh Lane within the city limits of Farmers Branch, as set forth on the attached Exhibit "A"; and

WHEREAS, the Town of Addison desires to make intersection improvements at Brookhaven Club Drive and Marsh Lane within the city limits of Addison, as set forth on the attached Exhibit "A"; and

WHEREAS, intersection improvements at Brookhaven Club Drive and Marsh Lane within Addison and Farmers Branch will increase safety and reduce congestion that will result in great and lasting benefit to the people of Farmers Branch and Addison;

WHEREAS, for and in consideration of the mutual covenants, conditions and promises contained herein, Farmers Branch and Addison hereby agree as follows:

1. TERMS OF AGREEMENT

1.1 Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

1.2 Construction. Farmers Branch will cause the reconstruction of Brookhaven Club Drive, which shall include intersection improvements at Brookhaven Club Drive and Marsh Lane within the city limits of Addison and Farmers Branch. The intersection improvements shall consist of street pavement, sidewalks, street signs, traffic control devices, lights, landscaping and drainage. All construction shall be done pursuant to plans, drawings and specifications approved in advance by Addison. Farmers Branch shall inspect said improvements during construction. The contract shall include standard insurance and indemnity provisions for both Farmers Branch and Addison.

1.3 Cost Sharing. Each city shall bear the cost of the improvements constructed within its respective city limits. Farmers Branch shall bid the improvements in conformance with Texas State Law. After the bids are received and the lowest responsible bidder is identified, Farmers Branch shall submit to Addison the estimated cost of the improvements within Addison based on the bid prices submitted by the lowest

responsible bidder for review and acceptance of the estimated cost. (The prebid construction cost estimate is \$45,738.80.) After Addison provides written acceptance of the estimated cost to Farmers Branch, the City Council of Farmers Branch shall, at its sole discretion, award the bid and proceed with construction of the improvements. Farmers Branch shall submit invoices to Addison for the work performed within Addison, less retainage, and Addison shall remit payment to Farmers Branch within thirty (30) days.

1.4 Completion and Acceptance: Upon satisfactory completion, to Addison's satisfaction, of the improvements within Addison, Addison shall accept the improvements and shall, upon receipt of invoice for the improvements within Addison, remit payment to Farmers Branch and such payment shall include retainage. [E1]

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Farmers Branch. Farmers Branch represents and warrants to Addison as follows:

- a. Organization. Farmers Branch is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.
- b. Power and Authority. Farmers Branch has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Farmers Branch. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the Charter of Farmers Branch, or any provision of any agreement or instrument to which Farmers Branch is a party or by which Farmers Branch is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Farmers Branch.
- c. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Farmers Branch. This Agreement constitutes a legal, valid, and binding obligation of Farmers Branch.

2.2 Representations and Warranties of Addison. Addison represents and warrants to Farmers Branch as follows:

- a. Organization. Addison is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.
- b. Power and Authority. Addison has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this

Agreement have been duly and validly authorized by all requisite action on the part of Addison. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the Charter of Addison, or any provision of any agreement or instrument to which Addison is a party or by which Addison is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Addison.

c. Binding Obligation. This Agreement has been duly executed and delivered on behalf of the Addison. This Agreement constitutes a legal, valid, and binding obligation of Addison.

3. MISCELLANEOUS PROVISIONS

3.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto. This Agreement may not be assigned without the prior written consent of the other party.

3.2 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.

3.3 No amendment, modification, or alteration of the terms hereof shall be binding unless it shall be in writing, dated subsequent to the date hereof and duly executed by the parties.

3.4 This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.5 If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

3.6 The obligations and undertakings of each of the parties of this Agreement are and shall be performable in Dallas County, Texas.

3.7 Time is of the essence in this Agreement.

3.8 Each party hereto warrants that it has received authority from its governing body to enter into this Agreement.

3.9 This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

3.10 Neither Addison nor Farmers Branch may exercise their powers of eminent domain to take title to any of the right-of-way subject to this Agreement without the consent of the other. Neither Addison nor Farmers Branch shall do any action or cause to be done any action that will interfere with the others compliance of this Agreement.

3.11 All notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated in this Section:

To Addison:

P.O. Box 9010
Addison, Texas 75001

Attn: City Manager

To Farmers Branch:

P.O. Box 819010
Farmers Branch, Texas 75381-9010

Attn: City Manager

Notice shall be deemed to have been given (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box in the state of which the notice is addressed or ninety-six (96) hours after the deposit in any such post office box in other than the state to which the notice is addressed, postage paid, addressed as set forth above. Giving notice of such change in the manner herein provided for giving notice may change the addresses and addressees for the purpose of this Section. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

4. TERMINATION

4.1 In the event construction of the street improvements in the right-of-way is not completed by December 31, 2002, Addison shall have the right to terminate this Agreement upon thirty (30) days written notice; provided, however, that if the substantial completion of the construction is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities serving the areas adjacent to the right-of-way; fire or other casualty; condemnation proceedings; or any like or similar circumstances which are reasonably beyond the control of Farmers Branch, Farmers Branch shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal to the period Farmers Branch was delayed.

4.2 This Agreement shall terminate upon the expressed written agreement of both Addison and Farmers Branch.[NM2]

4.3 Farmers Branch may terminate this Agreement if, after reasonable diligence, it is unable to obtain the necessary land described in Exhibits "B" and "C" to improve the intersection at Brookhaven Club Drive at Marsh Lane as described in Exhibit "A" or the improvements to the intersection of Brookhaven Club Drive and Marsh Lane becomes unnecessary or unfeasible.

EXECUTED on the date first above written.
CITY OF FARMERS BRANCH, TEXAS

TOWN OF ADDISON, TEXAS

By: 
Richard Escalante
City Manager

By: 
Ron Whitehead
City Manager

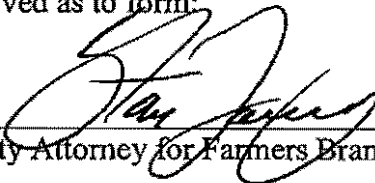
ATTEST:

By: 
Cindy Peters
City Secretary


ATTEST:

By: 
C. Moran
City Secretary

Approved as to form:

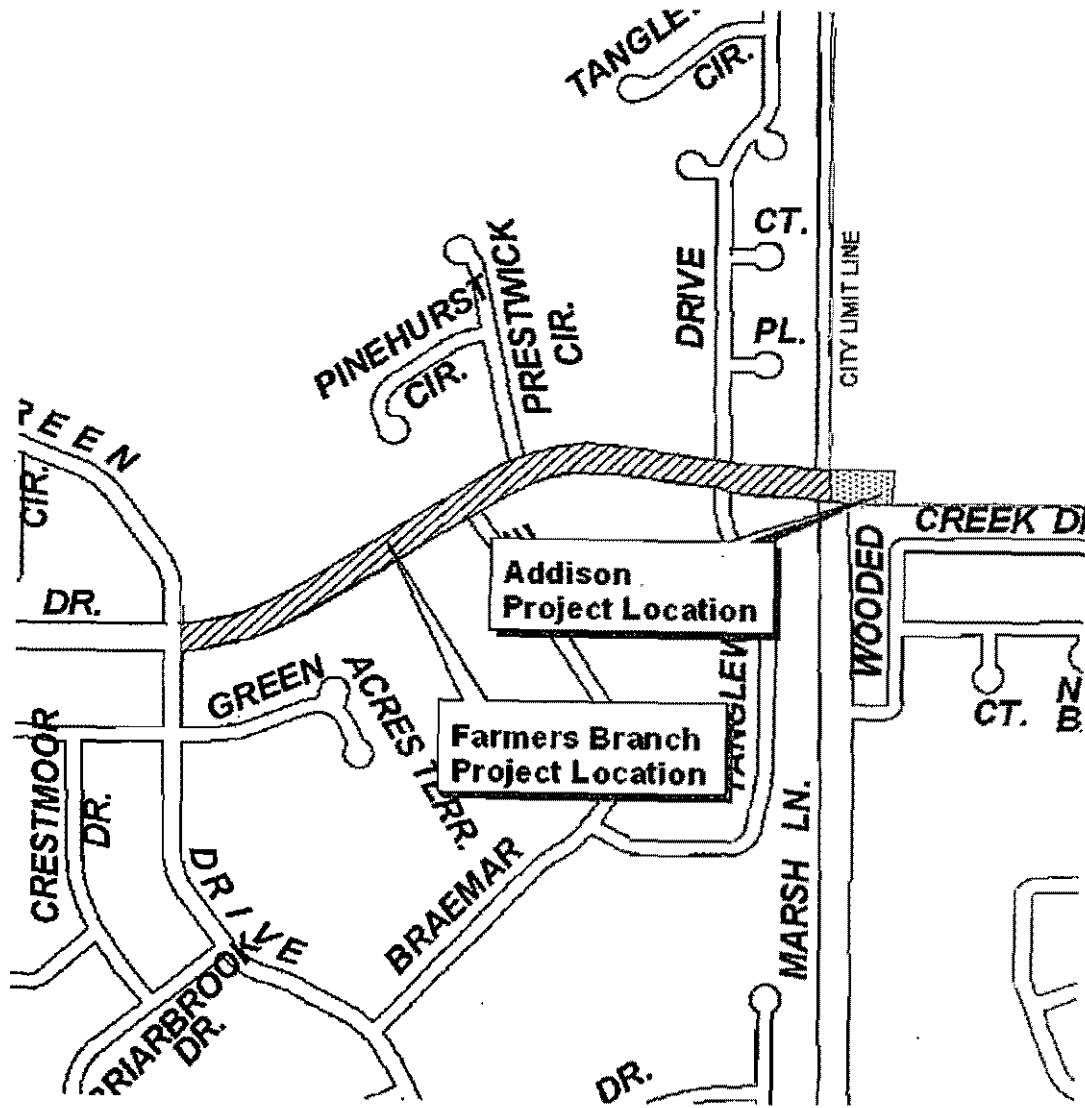
By: 
City Attorney for Farmers Branch

Approved as to form:

By: 
City Attorney for Town of Addison

G:\AGREEMENTS\INTERLOCAL\TOWN OF ADDISON\BHCLUB

Exhibit "A"



LOCATION MAP

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.

March 29, 2002

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

Re: Marsh Lane Waterline

Dear Mr. Chutchian:

We are enclosing three sets of final construction plans and specifications for the Marsh Lane Waterline project from Brookhaven Club to Spring Valley. Your comments have been addressed and purchasing has reviewed the front end specifications. These plans and specifications are for your use in moving this project towards bidding. We are available at your convenience to discuss any questions you may have with these documents.

Sincerely,



John W. Birkhoff, P.E.

Enclosures



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

March 27, 2002

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

RE: Marsh Lane Water Line Easement – Tarragon Brooks Property

Dear Steve:

At our meeting this morning, you requested that I summarize the construction requirements imposed by the easement granted by Tarragon Brooks, L.P. for the Marsh Lane water line. The agreement requires the following:

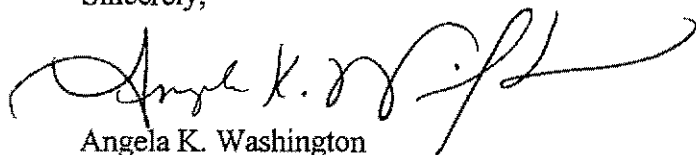
- (1) Unless otherwise agreed to by owner, notice must be given to the owner at least 30 days prior to commencement of work, and a schedule of work must be provided to the property manager at that time.
- (2) A pre-construction meeting must be held at the property.
- (3) Work areas must be properly marked and secured.
- (4) Work must be completed no more than 90 days after commencement.
- (5) Work must be performed between 8:00 a.m. and 6:00 p.m. Monday through Saturday.
- (6) Efforts must be made to minimize disturbance of the operation and use of the property.
- (7) 24 hours notice must be given (except in emergencies) before temporarily discontinuing water to the property during and in connection with construction.
- (8) The work site must be reasonably cleaned at the end of each workday.
- (9) Work must be performed in a good and workmanlike manner.
- (10) Upon completion of work, the easement areas, including landscaping, sprinklers, curbing and paving must be restored, and the easement area must be left clean and free of debris.



March 27, 2002
Page 2

These requirements are found in Paragraphs C, D and F of the Agreement, copy enclosed. If you have any questions, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosure

c: Mr. Kenneth Dippel, City Attorney

**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. ("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 SIX HUNDRED TWENTY DOLLARS AND 00/100 (\$12,620.00) 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 the following:

1. A permanent easement across, over, under and through that real property described in the first five paragraphs of Exhibit A and shown and depicted on Exhibit B, both attached to and incorporated herein for all purposes, for the purpose of constructing, maintaining, replacing and repairing an underground water line.

2. Two temporary construction easements for the purpose of passing over, along, under and across that real property, which easements are described in the remainder of Exhibit A and also shown and depicted on Exhibit B.

Grantor and Grantee further agree as follows:

A. The 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 construction of the public street and right-of-way adjacent to the temporary construction easements.

B. The temporary construction easements shall expire 10 days after completion of all work for which they are granted.

C. Grantee agrees that all work to be performed by or for Grantee in the easement areas shall be performed in a good and workmanlike manner, and Grantee shall upon completion of the work restore the easement areas, including landscaping, sprinklers, curbing and paving to the same or better condition as existed prior to entry thereon by Grantee, and shall leave the easement area clean and free of debris. In addition, the work site shall be reasonably cleaned at the end of each workday during the performance of the work.

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

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

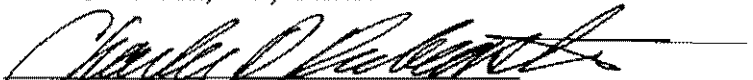
F. A pre-construction meeting regarding the work to be performed in the 90-day period described in Paragraph D shall be held at the property between representatives of Grantee and Grantor. Unless otherwise agreed to by Grantor, Grantee shall notify Grantor at least 30 days prior to the commencement of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

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

EXECUTED this 6th day of March, 2001.

GRANTOR
TARRAGON BROOKS, L.P.

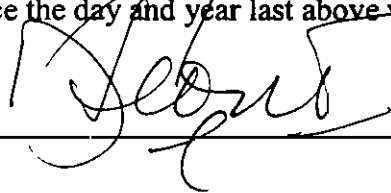
By: Vinland Oakbrook, Inc., General Partner

By: 
Charles D. Rubenstein
Executive Vice President

STATE OF NEW YORK §
COUNTY OF NEW YORK §

6th BEFORE ME, the undersigned notary public in and for said county and state, on this day of MARCH, 2002, personally appeared Charles D. Rubenstein, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

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



MY COMMISSION EXPIRES:

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

[SEAL]



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

March 25, 2002

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

RE: GF No. PC01139261

Dear Carol:

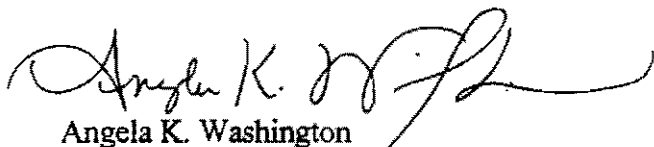
Enclosed are copies of the following documents in connection with the above-referenced file:

1. Permanent Water Line Easement and Temporary Construction Easements; and
2. Waiver and Subordination.

As you will note, both documents have been executed and acknowledged. Pursuant to my past conversations with your office, I believe this completes the documents necessary to issue the title insurance. If so, please prepare the necessary settlement statements.

Also, as I am sure your file will indicate, I have already requested deletion of the arbitration provision. I am again forwarding a copy of your form, executed November 28, 2001, to that effect. If you have any questions or need anything further, please give me a call.

Sincerely,


Angela K. Washington

AKW/yjr
Enclosures

c: Mr. Steve Chutchian, Town of Addison (w/o Enclosures)
Mr. Kenneth Dippel, City Attorney (w/o Enclosures)

Steve Chutchian

To: jbirkhoff@bhcllp.com
Cc: Luke Jalbert; Keith Thompson; Jim Pierce; Dave Wilde; Michael Murphy
Subject: Marsh Ln Water Main Replacement Bid Dates

John - as per our conversation on Thursday, we have established bid dates for the Marsh Ln. Water Main Replacement as follows:

Advertise: 3/29/02 & 4/5/02

Bid Opening: 4/16/02 @ 2:00 p.m.

Minok Suh, with our Finance Dept. asked that a copy of the "Advertisement for Bids" and "Front-End" specifications be forwarded to her for review A.S.A.P., and not later than Friday, March 22nd.

The March 22nd date for submittal will also allow our staff to perform a final review of the plans and specifications. Should you have any questions, please let me know. Thanks.

Steve Chutchian

DRAFT

Rec'd.
2/27/02

**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. ("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 SIX HUNDRED TWENTY DOLLARS AND 00/100 (\$12,620.00) 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 the following:

1. A permanent easement across, over, under and through that real property described in the first five paragraphs of Exhibit A and shown and depicted on Exhibit B, both attached to and incorporated herein for all purposes, for the purpose of constructing, maintaining, replacing and repairing an underground water line.

2. Two temporary construction easements for the purpose of passing over, along, under and across that real property, which easements are described in the remainder of Exhibit A and also shown and depicted on Exhibit B.

Grantor and Grantee further agree as follows:

A. The 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 construction of the public street and right-of-way adjacent to the temporary construction easements.

B. The temporary construction easements shall expire 10 days after completion of all work for which they are granted.

C. Grantee agrees that all work to be performed by or for Grantee in the easement areas shall be performed in a good and workmanlike manner, and Grantee shall upon completion of the work restore the easement areas, including landscaping, sprinklers, curbing and paving to the same or better condition as existed prior to entry thereon by Grantee, and shall leave the easement area clean and free of debris. In addition, the work site shall be reasonably cleaned at the end of each workday during the performance of the work.

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

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

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

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

EXECUTED this _____ day of _____, 2001.

GRANTOR
TARRAGON BROOKS, L.P.

By: Vinland Oakbrook, Inc., General Partner

By: _____
Charles D. Rubenstein
Executive Vice President

STATE OF NEW YORK §
COUNTY OF NEW YORK §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, personally appeared Charles D. Rubenstein, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

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

MY COMMISSION EXPIRES:

[SEAL]

Steve Chutchian

From: Washington, Angela [awashington@cowlesthompson.com]
Sent: Friday, February 22, 2002 4:58 PM
To: Steve Chutchian (E-mail)
Cc: DIPPEL, KEN
Subject: Tarragon Brooks Transaction (Marsh Lane Water Line Easement)

Steve:

Chuck Rubenstein has informed me that the cost of an endorsement to the title insurance policy reflecting the easement once recorded will be \$120.00. Thus, Tarragon is requesting a total of \$620.00 (\$500 for the review by CapMark plus \$120 for the endorsement) in addition to the \$12,000.00 the Town has already agreed to for the easement. He will call CapMark regarding whether the reviews by CapMark and Fannie Mae will be completed next week in compliance with our demand. Let me know if you have any questions.

Angie

Steve Chutchian

From: John Birkhoff [JBirkhoff@BHCLLP.COM]
Sent: Monday, February 18, 2002 8:32 AM
To: schutchian@ci.addison.tx.us
Subject: Marsh Lane Waterline

MCI has responded and no facilities along this section of Marsh Lane



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.

February 14, 2002

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

Re: Marsh Lane Waterline

Dear Mr. Chutchian:

We are enclosing one set of final construction plans and specifications for the Marsh Lane Waterline project from Brookhaven Club to Spring Valley. These plans and specifications are for your use in moving this project towards bidding. We are available at your convenience to discuss any questions you may have with these documents.

Sincerely,

John W. Birkhoff, P.E.

Enclosure

Steve Chutchian

From: John Birkhoff [JBirkhoff@BHCLLP.COM]
Sent: Thursday, February 14, 2002 2:21 PM
To: schutchian@ci.addison.tx.us
Subject: We have clearance letter from SWBT.

We have clearance letter from SWBT.

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

February 12, 2002

VIA FACSIMILE (404) 654-2726

Ms. Melinda J. Mobley
Analyst
CapMark Services

**RE: Waiver and Subordination in Connection with Waterline Easement
The Brooks Apartments, Addison, Texas**

Dear Melinda:

As we discussed, attached is the Easement document and exhibits for the Tarragon Brooks property located in Addison, Texas. After review of the documents, please let me know if we can provide further information or assistance in expediting this matter. Thank you and I look forward to hearing from you.

Sincerely,

Angela K. Washington

AKW/yjr
Attachments

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

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.
PAULA A. CARLINE, P.E.
MATT HICKEY, P.E.

February 6, 2002

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

Mr. Lance Long
Southwestern Bell Telephone Company
1341 West Mockingbird Lane, Suite 950 E
Dallas, Texas 75247

Re: Town of Addison, Texas
Marsh Lane Waterline

Gentlemen:

We are enclosing a set of construction plans for the Marsh Lane Waterline replacement along Marsh Lane from Brookhaven Club to Spring Valley in Addison, Texas. These plans are for your review to determine if any of your facilities are in conflict with the proposed improvements. Upon completion of your review please notify us of any potential conflict so they can be worked out prior to the project being constructed.

Based on the Town's current schedule the project will be advertised for construction during the end of January. Your non-response will be interrupted by the Town that you have reviewed the plans and do not have any potential conflict with their proposed improvements. Please contact us if you have any questions.

Sincerely,



John W. Birkhoff, P.E.

Enclosure

cc: Mr. Steve Chutchian, P.E.

SAME LETTER SENT TO:

Mr. Kyle Bowman, TXU Gas, 301 S. Harwood, 6th Floor South, Dallas, Texas, 75201
Mr. Al Kramer, AT&T Broadband, 1776 Greenville Avenue, Richardson, Texas, 75081
Mr. Tim Manley, WorldCom/MCI Tech Support, Dept. 2855/642, 2250 Lakeside Drive, Richardson, Texas, 75082
Mr. James E. Davis, P.E., 301 S. Harwood, 6th Floor South, Dallas, Texas, 75201



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

January 28, 2002

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

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

Dear Chuck:

On Friday, I e-mailed you the Waiver and Subordination document for execution by Fannie Mae in connection with Addison's permanent waterline easement and temporary construction easements for the Marsh Lane Waterline Project. Transmitted with this letter is the complete document, including all exhibits. If you have questions or if there are any problems, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c: Mr. Steve Chutchian, Town of Addison
Mr. Kenneth Dippel, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WAIVER AND SUBORDINATION

WHEREAS, Fannie Mae is the holder of a certain Multifamily Note by Assignment of Deed of Trust from Amresco Capital, L.P., recorded in Volume 99101, Page 5383 of the Deed Records of Dallas County, Texas; and

WHEREAS, said note is secured by a Multifamily Deed of Trust, Assignment of Rents and Security Agreement ("Multifamily Deed of Trust") recorded in Volume 99101, Page 60 of the Deed Records of Dallas County, Texas, against property described in Exhibit A of the Multifamily Deed of Trust and Exhibit A of the Assignment of Deed of Trust ("the Property") and by vendor's lien reserved in Deed recorded in Volume 99101, Page 5374, Deed Records, Dallas County, Texas (the Multifamily Deed of Trust and said vendor's lien, and any other liens or encumbrances securing the note and other indebtedness described in said instruments, are referred to herein as the "Liens"); and

WHEREAS, Paragraph 16 of the Multifamily Deed of Trust provides that the grant, creation or existence of certain encumbrances on the Property shall constitute an Event of Default under the Deed of Trust; and

WHEREAS, the Town of Addison, Texas, seeks to purchase a Permanent Water Line Easement, as described in the first five paragraphs of Exhibit A, attached hereto and incorporated herein for all purposes, and shown and depicted on Exhibit B, attached hereto and incorporated herein for all purposes, along with two Temporary Construction Easements, as described in the remainder of Exhibit A, and also shown and depicted on Exhibit B, for the purpose of constructing, maintaining, replacing and repairing an underground water line on a portion of the Property (the Permanent Water Line Easement and two Temporary Construction Easements shall be referred to collectively herein as "the Easements"); and

WHEREAS, the granting, conveying or creation of the Easements will serve to benefit the Property;

NOW, THEREFORE, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fannie Mae does hereby waive any default rights it may have under Paragraph 16 or any other provision of the Multifamily Deed of Trust with respect to the Easements. Further, the granting, conveying or creation of the Easements shall not constitute an Event of Default under the Multifamily Deed of Trust or the Assignment of Deed of Trust. For the same consideration, Fannie Mae subordinates the Liens to the Easements, and agrees that the Liens shall not encumber the Easements, and that foreclosure of any of the Liens, conveyance in lieu of foreclosure, or the exercise of any remedies with respect to any of the Liens, shall not affect,

release, terminate, or extinguish any of the Easements. This Waiver and Subordination is applicable only for and only to the Easements.

EXECUTED this _____ day of _____, 2002.

FANNIE MAE

By: _____

Print Name: _____

Title: _____

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

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2002, personally appeared _____, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

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

MY COMMISSION EXPIRES:

[SEAL]

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

EXHIBIT A

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

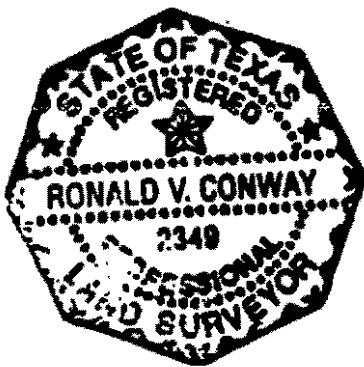
BEGINNING at an "X" cut found for a corner, said corner being at the intersection of the east Right Of Way line of Marsh Lane (100 feet Right Of Way) and the north Right Of Way line of Brookhaven Club Drive (100 feet Right Of Way), said corner being due south along the east Right Of Way line of said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

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

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

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

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



Ronald V. Conway
3/9/60

NOAH GOOD SURVEY

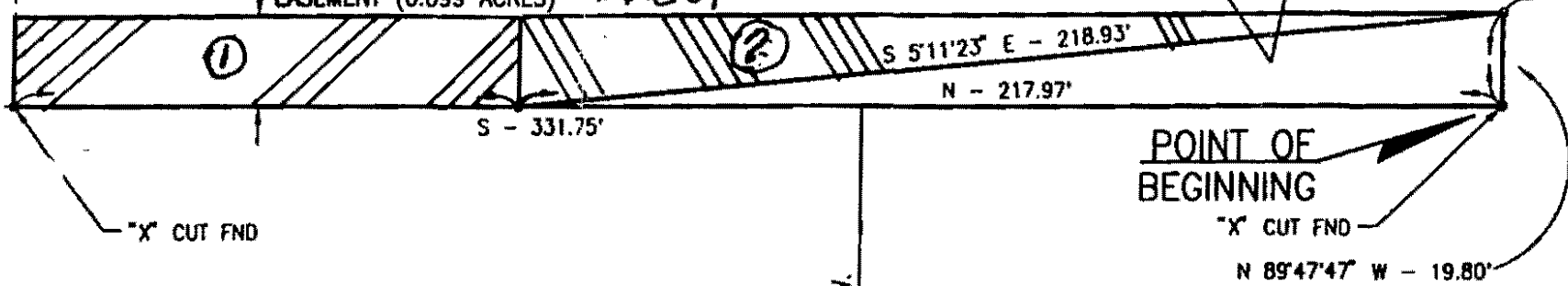
ABSTRACT NO. 520

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

TEMPORARY CONSTRUCTION
EASEMENT (0.099 ACRES) = TOTAL OF 1 1/2

PERMANENT WATER LINE EASEMENT
(0.050 ACRES)

100' R.O.W.



"X" CUT FND

S - 331.75'

S 51°12'30" E - 218.93'

N - 217.97'

POINT OF
BEGINNING

"X" CUT FND

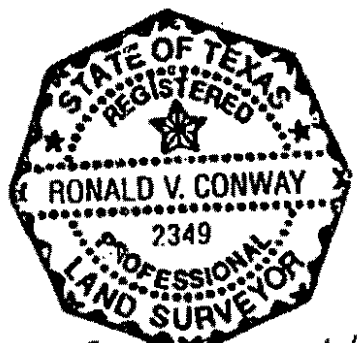
N 89°47'47" W - 19.80'

☉ MARSH LANE

100' R.O.W.

☉ BROOKHAVEN CLUB DRIVE

EXHIBIT B



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

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.

December 18, 2001

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

~~Southwestern Bell Telephone
Engineering Department
4801 Matlock Road
Arlington, Texas 76018-1007~~

Re: Town of Addison, Texas
Marsh Lane Waterline

Gentlemen:

We are enclosing a set of construction plans for the Marsh Lane Waterline replacement along Marsh Lane from Brookhaven Club to Spring Valley in Addison, Texas. These plans are for your review to determine if any of your facilities are in conflict with the proposed improvements. Upon completion of your review please notify us of any potential conflict so they can be worked out prior to the project being constructed.

Based on the Town's current schedule the project will be advertised for construction during the end of January. Your non-response will be interpreted by the Town that you have reviewed the plans and do not have any potential conflict with their proposed improvements. Please contact us if you have any questions.

Sincerely,



John W. Birkhoff, P.E.

~~Enclosure~~

✓ cc: Mr. Steve Chutchian, P.E.

SAME LETTER SENT TO:

TXU, Dallas Region Engineering, 1506 Commerce Street, Suite 2E, Dallas, Texas, 75201
TXU, 14400 Josey Lane, Farmers Branch, Texas, 75234
MFS, 1 Dallas Centre, 350 N. St. Paul, Suite 2950, Dallas, Texas, 75201

Steve Chutchian

To: Keith Thompson
Cc: Jim Pierce
Subject: RE: Marsh lane water line / Brookhaven sewer

Keith - now that we have a signed (but not yet filed) easement on the Tarragon Brooks property along Marsh Ln., John Birkhoff is preparing final engineering and spec. revisions. It is our intent to advertise this project immediately after the holidays. Our attorney is in the process of completing the title paperwork on the easement and preparing the wire transfer of funds to pay the owner.

At a meeting with John B., Jim and myself last week, I asked John to give me two full size sets of the Brookhaven sewer plans in order that we can perform a full review of the design. Also, John and I will meet soon to discuss the changes to the necessary utility easements that are a result of the changes in design. We would like to get the easement documents in the hands of our R.O.W. agent, Pat Haggerty, some time in January. Easement acquisition will govern the bid advertisement date for the project.

Steve Chutchian

—Original Message—

From: Keith Thompson
Sent: Wednesday, December 05, 2001 1:44 PM
To: Steve Chutchian
Subject: Marsh lane water line / Brookhaven sewer

Steve could you please take a minute and update me on these to projects.

Thanks

Keith Thompson
Utilities Foreman
Town of Addison
972-661-1634

Steve Chutchian

From: Washington, Angela [awashington@cowlesthompson.com]
Sent: Friday, October 19, 2001 9:15 AM
To: Steve Chutchian (E-mail)
Subject: Tarragon Brooks Easement for Marsh Lane Waterline

Steve:

I talked to Chuck Rubenstein regarding the status of the Tarragon waterline easement document. I relayed to him that their management had informed me that everything was satisfactory with them. He stated that he had two closings this week and apologized that he had not gotten to it. His last closing should be complete today and he hopes to take a look at the document this afternoon. He said he would get back to me. If I do not hear from him soon, I will, of course, call him again.

Angela

**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. ("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 the following:

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

Grantor and Grantee further agree as follows:

- A. The 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 construction of the public street and right-of-way adjacent to the temporary construction easements.
- B. The temporary construction easements shall expire 10 days after completion of all work authorized by this easement.

D. Grantee agrees that all work to be performed by or for Grantee in the easement areas shall be performed in a good and workmanlike manner, and Grantee shall upon completion of the work restore the easement areas, including landscaping, sprinklers, curbing and paving to the same or better condition as existed prior to entry thereon by Grantee, and shall leave the

easement area clean and free of debris. In addition, the work site shall be reasonably cleaned at the end of each workday during the performance of the work.

E. Once commenced, all work shall be completed by or for Grantee as quickly as reasonably practicable, but in no event more than 90 days after work is commenced. All work performed by Grantee shall be performed between 8:00 A.M. and 6:00 P.M. Monday through Saturday, and will be performed so as to minimize as much as practicable, disturbance of the operations of Grantor's property and the use thereof by Grantor and its lessees, licensees, invitees, agents and employees.

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

G. A pre-construction meeting shall be held at the property between representatives of Grantee and Grantor. Unless otherwise agreed to by Grantor, Grantee shall notify Grantor at least 30 days prior to the commencement of work, and shall provide a schedule of work to Grantor's property manager at that time. All work areas shall be properly marked and secured.

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

EXECUTED this _____ day of _____, 2001.

GRANTOR
TARRAGON BROOKS, L.P.

By: Vinland Oakbrook, Inc., General Partner

By: _____
Charles D. Rubenstein
Executive Vice President

STATE OF NEW YORK §
COUNTY OF _____ §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, personally appeared Charles D. Rubenstein, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

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

MY COMMISSION EXPIRES:

[SEAL]

Steve Chutchian

From: Washington, Angela [awashington@cowlesthompson.com]
Sent: Thursday, October 04, 2001 4:15 PM
To: Steve Chutchian (E-mail); 'jpierce@ci.rowlett.tx.us'
Subject: Tarragon Brooks

Tarragon's proposal includes the items listed below. Please let me know immediately which ones you believe you can agree to and which ones are absolutely out. I have a meeting with their property management regarding this tomorrow. Thanks. ~~Angela~~

1. The ~~two driveway~~ temporary construction easements expire ten days after ~~commencement~~ **completion** of work.
2. Worksite will be cleaned up daily during the performance of work. **OK**
3. Work to be completed no later than ~~60~~ **90** days after work is commenced. **OK**
4. Work must be performed between 8:00 a.m and 5:00 p.m. Monday through ~~Friday~~ **Sat.**
5. City will indemnify grantor, its affiliates and partners and respective officers, directors and employees harmless from and against any and all loss, ~~cost liability or expense~~ **only negligence** which they may suffer or incur as a result of Grantee's entry onto the easement premises, the conduct of work thereon, and the operation of all facilities installed thereunder. **Angela**
6. Grantee will notify Grantor at least 30 days prior to the commencement of work, and shall provide a schedule of work to Grantor's property manager at such time. **OK**
7. All work areas will be properly marked and secured. **OK**
8. A pre-construction meeting shall be held at the property between representatives of both parties. **OK**

They also would like language stating that all work will be performed in a good and workmanlike manner and City shall immediately following the performance of any work, restore the easement areas, including landscaping, sprinklers, curbing and paving, to the same or better condition as existed prior to entry thereon by Grantee, and shall leave the easement area free of debris. This should not be a problem for the City. **OK**

Steve Chutchian

From: Steve Chutchian
Sent: Tuesday, September 11, 2001 3:30 PM
To: Michael Fortenberry; Jim Pierce
Cc: Luke Jalbert
Subject: Marsh Ln. Water Construction Alternatives

Mike/Jim - At your convenience, we need to meet and discuss the three alternatives for construction of the Marsh Ln. water line project. Subsequent to our decision, we will get back to John Birkhoff and finalize the plans. Depending on the alternative(s) selected, a supplemental scope and fee proposal may be in order for John to complete the plans and specs.

As per a discussion with Angela Washington on 9/6/01, she was having difficulty completing negotiations with the property owner of the final parcel that requires an easement.

Steve C.

08/24/01

09:41:04 AM

PROPOSAL FOR
Marsh Lane Waterline open cut option

FROM
HALL ALBERT CONSTRUCTION COMPANY
 201 N.E. 29TH STREET
 FORT WORTH, TX 76106
 817-624-9391, F817-628-2941

ITEM	UNIT	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
1	lf	2091	8" PVC Water line	33.00	67,023.00
2	lf	75	6" PVC Water line	39.00	2,925.00
3	lf	295	Bore for 8" water line	41.00	12,095.00
4	ea	11	2" water services	1,150.00	12,850.00
5	ea	6	8" Gate Valves	730.00	4,380.00
6	ea	7	8" Gate valves	600.00	4,200.00
7	ea	7	Fire Hydrant	1,600.00	11,200.00
8	ea	3	R&R 6" sewer with 6" 150 psi sewer	1,200.00	3,600.00
9	ea	4	Plug existing water line	475.00	1,900.00
10	ea	4	Connect to existing water line	875.00	3,500.00
11	ls	1	Water Line Fittings	4,300.00	4,300.00
12	sy	1766	HMAC Mill and overlay	19.25	33,995.50
13	lf	919	10" Concrete pavement replacement	40.00	36,760.00
14	ea	6	Driveway replacement	2,900.00	17,400.00
15	lf	474	Sidewalk Replacement	24.00	11,376.00
16	lf	547	Curb and Gutter Replacement	23.00	12,581.00
17	ea	3	Remove and Replace Bradford Pear	1,300.00	3,900.00
18	ea	6	Indian Hawthorne replacement	87.00	522.00
19	ls	1	Landscape repair	8,000.00	8,000.00
20	ls	1	Trench Safety	870.00	870.00
				TOTAL	283,177.50

08/24/01

09:41:36 AM

PROPOSAL FOR
Marsh Lane Waterline Pipebursting Option

FROM
HALL ALBERT CONSTRUCTION COMPANY
201 N.E. 29TH STREET
FORT WORTH, TX 76106
817-624-9391, F817-625-2941

ITEM	UNIT	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
1	lf	1736	8" PVC Water line by Pipebursting	44.00	76,384.00
2	lf	75	6" PVC Water line	49.00	3,675.00
3	lf	295	Bore for 8" water line	51.00	15,045.00
4	ea	11	2" water services	1,200.00	13,200.00
5	ea	6	8" Gate Valves	1,200.00	7,200.00
6	ea	7	5" Gate valves	1,100.00	7,700.00
7	ea	7	Fire Hydrant	1,700.00	11,900.00
8	ea	3	R&R 6" sewer with 8" 150 psi sewer	1,200.00	3,600.00
9	ea	4	Plug existing water line	500.00	2,000.00
10	ea	4	Connect to existing water line	930.00	3,720.00
11	lb	1	Water Line Fittings	13,400.00	13,400.00
12	lf	175	HMAC patch	36.00	6,300.00
13	lf	75	10" Concrete pavement replacemnt	42.00	3,150.00
14	ea	1	Driveway replacement	3,200.00	3,200.00
15	lf	90	Sidewalk Replacement	26.00	2,340.00
16	lf	175	Curb and Gutter Replacement	24.00	4,200.00
17	ea	0	Remove and Replace Bradford Pear	1,350.00	0.00
18	ea	0	Indian Hawthorne replacement	82.00	0.00
19	ls	1	Landscape repair	8,500.00	8,500.00
20	ls	1	Trench Safety	930.00	930.00
21	ls	1	Temporary water	6,400.00	6,400.00
22	lf	295	PVC water in Bore	17.00	5,015.00
23	ea	4	lower water line under storm drain	2,130.00	8,520.00
				TOTAL	208,979.00

08/24/01

09:35:07 AM

PROPOSAL FOR
Marsh Lane Waterline Directional Drill Option
 FROM
HALL ALBERT CONSTRUCTION COMPANY
 201 N.E. 28TH STREET
 FORT WORTH, TX 76106
 817-824-9391, F817-626-2941

ITEM	UNIT	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
1	lf	2031	6" PVC Water line by Directional Drill	39.75	80,732.25
2	lf	75	6" PVC Water line	52.00	3,900.00
3	lf	0	Bore for 8" water line	54.00	0.00
4	ea	11	2" water services	1,300.00	14,300.00
5	ea	6	8" Gate Valves	980.00	5,880.00
6	ea	7	8" Gate valves	830.00	5,810.00
7	ea	7	Fire Hydrant	1,800.00	12,600.00
8	ea	3	R&R 8" sewer with 6" 150 psi sewer	1,300.00	3,900.00
9	ea	4	Plug existing water line	530.00	2,120.00
10	ea	4	Connect to existing water line	880.00	3,520.00
11	ls	1	Water Line Fittings and 2" pipe	7,100.00	7,100.00
12	lf	175	HMAC patch	38.00	6,650.00
13	lf	78	10" Concrete pavement replacemnt	45.00	3,515.00
14	ea	1	Driveway replacement	3,300.00	3,300.00
15	lf	90	Sidewalk Replacement	27.50	2,475.00
16	lf	176	Curb and Gutter Replacment	25.38	4,436.25
17	ea	0	Remove and Replace Bradford Pear	1,433.00	0.00
18	ea	0	Indian Hawthorne replacement	98.00	0.00
19	ls	1	Landscape repair	9,100.00	9,100.00
20	ls	1	Trench Safety	980.00	980.00
				TOTAL	170,578.50

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

7502 Greenville Ave., #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

FAX TRANSMISSION COVER SHEET

Fax Number: 972-450-2837

From: John W. Birkhoff, P.E.

Number of Pages Transmitted (including this one)

4

Date: August 24, 2001

To: **Mr. Steve Chutchian, P.E.**

Costing information from Phillip Stephenson of Hall Albert (817-624-9391)

He added in a cost for directional bore of project. I like the directional bore option better than the pipe bursting. Open cut and directional bore keeps fire protection and water service in tact during construction.

Let me know your thoughts.

08/24/01

09:41:04 AM

PROPOSAL FOR
Marsh Lane Waterline open cut option
 FROM
HALL ALBERT CONSTRUCTION COMPANY
 201 N.E. 29TH STREET
 FORT WORTH, TX 76106
 817-624-9391, F817-625-2941

ITEM	UNIT	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
1	lf	2031	8" PVC Water line	33.00	67,023.00
2	lf	75	8" PVC Water line	39.00	2,925.00
3	lf	285	Bore for 8" water line	41.00	12,095.00
4	ea	11	2" water services	1,150.00	12,650.00
5	ea	6	8" Gate Valves	730.00	4,380.00
6	ea	7	8" Gate valves	600.00	4,200.00
7	ea	7	Fire Hydrant	1,600.00	11,200.00
8	ea	3	R&R 6" sewer with 6" 150 psi sewer	1,200.00	3,600.00
9	ea	4	Plug existing water line	475.00	1,900.00
10	ea	4	Connect to existing water line	875.00	3,500.00
11	ls	1	Water Line Fittings	4,300.00	4,300.00
12	sy	1766	HMAC Mill and overlay	19.25	33,995.50
13	lf	819	10" Concrete pavement replacemnt	40.00	36,760.00
14	ea	6	Driveway replacement	2,900.00	17,400.00
15	lf	474	Sidewalk Replacement	24.00	11,376.00
16	lf	547	Curb and Gutter Replacement	23.00	12,581.00
17	ea	3	Remove and Replace Bradford Pear	1,300.00	3,900.00
18	ea	6	Indian Hawthorne replacement	87.00	522.00
19	ls	1	Landscape repair	8,000.00	8,000.00
20	ls	1	Trench Safety	870.00	870.00
				TOTAL	253,177.50

08/24/01

09:41:36 AM

PROPOSAL FOR
Marsh Lane Waterline Pipebursting Option

FROM
HALL ALBERT CONSTRUCTION COMPANY
201 N.E. 29TH STREET
FORT WORTH, TX 76106
817-624-9391, F817-625-2941

ITEM	UNIT	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
1	lf	1736	8" PVC Water line by Pipebursting	44.00	76,384.00
2	lf	75	6" PVC Water line	49.00	3,675.00
3	lf	295	Bore for 8" water line	51.00	15,045.00
4	ea	11	2" water services	1,200.00	13,200.00
5	ea	6	8" Gate Valves	1,200.00	7,200.00
6	ea	7	8" Gate valves	1,100.00	7,700.00
7	ea	7	Fire Hydrant	1,700.00	11,900.00
8	ea	3	R&R 6" sewer with 8" 150 psi sewer	1,200.00	3,600.00
9	ea	4	Plug existing water line	500.00	2,000.00
10	ea	4	Connect to existing water line	930.00	3,720.00
11	ls	1	Water Line Fittings	13,400.00	13,400.00
12	lf	175	HMAC patch	36.00	6,300.00
13	lf	75	10" Concrete pavement replacemnt	42.00	3,150.00
14	ea	1	Driveway replacement	3,200.00	3,200.00
15	lf	90	Sidewalk Replacement	26.00	2,340.00
16	lf	175	Curb and Gutter Replacement	24.00	4,200.00
17	ea	0	Remove and Replace Bradford Pear	1,350.00	0.00
18	ea	0	Indian Hawthorne replacement	92.00	0.00
19	ls	1	Landscape repair	8,500.00	8,500.00
20	ls	1	Trench Safety	930.00	930.00
21	ls	1	Temporary water	6,400.00	6,400.00
22	lf	295	PVC water in Bore	17.00	5,015.00
23	ea	4	lower water line under storm drain	2,130.00	8,520.00
				TOTAL	208,379.00

08/24/01

09:35:07 AM

PROPOSAL FOR
Marsh Lane Waterline Directional Drill Option
 FROM
HALL ALBERT CONSTRUCTION COMPANY
 201 N.E. 28TH STREET
 FORT WORTH, TX 76106
 817-824-9391, F817-625-2941

ITEM	UNIT	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
1	lf	2031	8" PVC Water line by Directional Drill	39.75	80,732.25
2	lf	75	6" PVC Water line	52.00	3,900.00
3	lf	0	Bore for 8" water line	54.00	0.00
4	ea	11	2" water services	1,300.00	14,300.00
5	ea	6	8" Gate Valves	980.00	5,880.00
6	ea	7	8" Gate valves	830.00	5,810.00
7	ea	7	Fire Hydrant	1,800.00	12,600.00
8	ea	3	R&R 8" sewer with 6" 150 psi sewer	1,300.00	3,900.00
9	ea	4	Plug existing water line	530.00	2,120.00
10	ea	4	Connect to existing water line	980.00	3,920.00
11	ls	1	Water Line Fittings	7,100.00	7,100.00
12	lf	175	HMAC patch	38.00	6,650.00
13	lf	75	10" Concrete pavement replacemnt	45.00	3,375.00
14	ea	1	Driveway replacement	3,300.00	3,300.00
15	lf	90	Sidewalk Replacement	27.50	2,475.00
16	lf	175	Curb and Gutter Replacment	25.35	4,436.25
17	ea	0	Remove and Replace Bradford Pear	1,433.00	0.00
18	ea	0	Indian Hawthome replacement	98.00	0.00
19	ls	1	Landscape repair	9,100.00	9,100.00
20	ls	1	Trench Safety	980.00	980.00
				TOTAL	170,578.50

8/20/01

PIPE BURSTING CONSIDERATIONS

30-40 FT.

CAN'T GO THROUGH DUCTILE IRON FITTINGS & SLEEVES
SHOULD HAVE CAST IRON - LATE 1960'S CONSTRUCTION

MUST DIG UP ^{DUCTILE IRON} SLEEVES

MUST PROVIDE TEMPORARY ABOVE GROUND WATER SERVICE
FIRE PROTECTION?

WILL BE JOINTLESS PIPE - POLYETHYLENE PIPE TO BE USED

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 8/8/01

Claim # _____

Check \$ 1,232.50

Vendor No. _____

Vendor Name PAT HAGGERTY COMPANY, INC.

Address C/O CAMPBELL COMPANY OF DALLAS, INC.

Address 16475 DALLAS PARKWAY, SUITE 700

Address ADDISON, TEXAS

Zip Code 75001

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
ARAPAHO RD. EXTENSION	46	000	58110	83300		510.00
ADDISON RD. / KELLER ST/MS	41	000	58110	76300		212.50
MARSH LN. WATER	62	000	58110	93601		510.00

TOTAL \$ 1,232.50

EXPLANATION RIGHT-OF-WAY ACQUISITION BY PAT
HAGGERTY ON SEVERAL PROJECTS

Steve Chutehan
Authorized Signature

Finance

STATEMENT

August 3, 2001

Mr. Mike Murphy
City Engineer
Town of Addison

For real estate consulting provided to the Town of Addison from May 31, 2001 to July 31, 2001.

Arapaho Road Extension

Six (6) Hours #510

Meeting (5/31) with Jim Pierce, Mike Murphy, and Steve Chutchian. Conversation with Angela Washington's secretary Cathy Lippe. Talked with Michael Peinado about status of AMB property. Conversations with Angela about AMB acquisition. Received documents and delivered to Michael Peinado. Received comments back from AMB attorney and followed up with Angela.

Conversations with Funfest representative (AMF) and Racetrac real estate personnel. Follow up conversation with Angela Washington;

Meeting with Joel Halverson on new right turn lane off Marsh. Conversations with Engineering Department staff. Received new plan and delivered to Joel. Follow up conversation. Additional conversation with Joel.

Conversation with Jerry Rider of TXU. Received and forwarded fax to Angela. Called Steve Chutchian.

Addison Road - Keller Springs

Two and one-half (2 ½) Hours #212.50

Meeting with Mike Murphy, Ken Dippel, Jim Pierce and Luke Jalbert concerning acquisition of properties for Arapaho Road and Addison Road. Discussed acquisition of Keller Springs ROW from Mary Kay Cosmetics.

Conversations with Dennis Callander and Charles Salazar about Metro Brick property. Sent letter from City Manager to Salazar. Called Kim Forsythe's office about similar acquisition and delivered letter.

Conversation and follow up with Brad Moore of Mary Kay.

Marsh Lane Waterline

Six (6) Hours

\$510.00

Hours not billed on May 31, 2001 invoice.

Fourteen and one-half (14 ½) Hours at \$85.00 per hour.....\$1,232.50

*O.K. to
PAY
SZC
8/7/01*

Please remit to: Pat Haggerty Company, Inc.
c/o Campbell Company of Dallas, Inc.
16475 Dallas Parkway, Suite 700
Addison, TX 75001

Steve Chutchian

To: Jim Pierce
Cc: Michael Murphy, Luke Jalbert
Subject: Marsh Ln. Water Main Replacement

Jim - I talked with Angela Washington, with Ken Dippel's office, regarding the status of the acquisition of permanent and temporary construction easements from the remaining tract along Marsh Lane. She indicated that final revisions to the legal terminology in the easement documents should be completed very soon. Accordingly, John Birkhoff was contacted and advised of the need to complete the engineering plans and specifications for bidding as-soon-as-possible. It is possible to have this project out for bids in August 2001. Thanks.

Steve C.

LETTER OF TRANSMITTAL

ON
engineering
 P.O. Box 9010
 1-9010
 1-2871 • Fax: (972) 450-2837

DATE <u>6-19-01</u>	JOB NO.
ATTENTION	
RE: <u>Shimek, Jacobs & Finklea</u> <u>now named</u> <u>Birkhoff, Hendricks & Conway</u>	

men Moran
Town Hall

- SENDING YOU**
- Attached
 - Under separate cover via _____ the following items:
 - Prints
 - Plans
 - Samples
 - Specifications
 - Change order
 - _____

NO.	DESCRIPTION
	<u>Original letter of 6-14-01 from</u> <u>John Birkhoff of Birkhoff</u> <u>Hendricks & Conway, LLP.</u>

- TRANSMITTED as checked below:**
- 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

Requesting existing contracts with
town be transferred to Birkhoff,
Inc & Conway

Steve Chutekian

SIGNED: J. Pelin

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

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 14, 2001

Mr. James C. Pierce, Jr., P.E., DEE
City Engineer
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Re: Amendment to Contracts for Engineering Services

Dear Mr. Pierce:

The Town of Addison entered into an agreement with Shimek, Jacobs & Finklea, L.L.P., to provide engineering services for the following projects:

- Marsh Lane Water Line
- Broadway Paving & Drainage
- TNRCC Waiver
- Easement Park
- Surveyor Ground Storage Reservoir
- Special Events District
- Townhall Waterfall
- Addison Road/Bent Tree Plaza Pkwy.
- Addison Road Paving & Drainage

Shimek, Jacobs & Finklea, L.L.P. changed its name to Birkhoff, Hendricks & Conway, L.L.P. on May 28, 2001, and changed its address to 7502 Greenville Ave., Suite 220, Dallas, Texas 75231. We hereby request that the existing contracts for Engineering Services for the above referenced projects be transferred to Birkhoff, Hendricks & Conway, L.L.P.

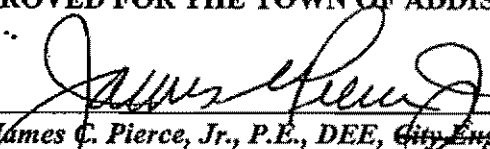
If this request is agreeable to the Town of Addison, please have one copy of this Letter Amendment executed for the Town of Addison and returned to this office.

Sincerely yours,



John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON

By: 
James C. Pierce, Jr., P.E., DEE, City Engineer Asst. Public Works Director J.P.

Date: 6-19-01

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.
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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 ~~ARE~~ ^{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

Steve -
Separate the
water & sewer
Bid the water as
soon as practical.
Jim
6-27-01



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

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

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

June 8, 2001

VIA HAND DELIVERY

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

Dear Steve:

Enclosed please find an executed Temporary Construction Easement for the Davister Greenbrook Corporation property in connection with the Marsh Lane waterline project. As you will note on Page 1 of the document, Ronald Akin deleted the word negligent from the indemnification paragraph. We have evaluated this amendment and do not believe that it has any significant effect in this situation. If you have any questions or wish to discuss this matter, please do not hesitate to call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

c: Pat Haggerty, w/Campbell Company
Ken Dippel, w/firm
John Hill, w/firm

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.

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

This temporary easement shall terminate 24 months from the date of the Notice to Proceed with construction and installation of the waterline under the construction contract for such waterline, or upon the completion of the construction and installation of the water line, whichever is earlier.

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

EXECUTED this 23 day of May, 2001.

GRANTOR
DAVISTER GREENBROOK CORPORATION

By: [Signature]
Title: President

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 23rd day of May, 2001, personally appeared Ronald F. Akin, 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.

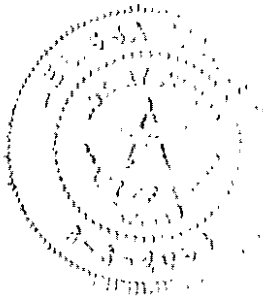
[Signature]

MY COMMISSION EXPIRES:

June 6, 2004

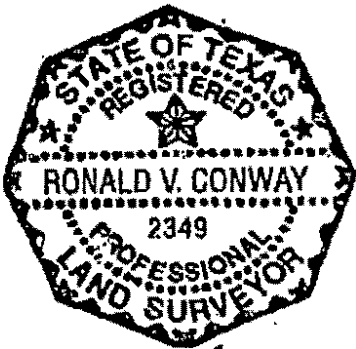


[SEAL]



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

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.



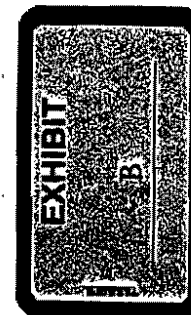
Ronald V. Conway 6/5/08



NOAH GOOD SURVEY

ABSTRACT NO. 520

DAVISTER GREENBROOK CORP.
VOL: 97209, PG. 1663



20' TEMPORARY CONST. EASEMENT
(0.207 ACRES)

N - 451.33'

Q MARSH LANE

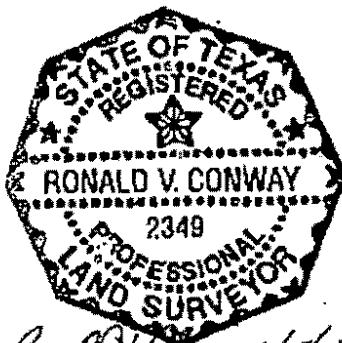
100' R. O. W.

S 89°47'34" E - 917.80'

N 89°47'34.0" W - 520.00'

TOTAL P. 05

SCALE: 1" = 50'



DAVISTER.DWG

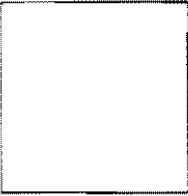
Ronald V. Conway 4/5/00

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



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 26, 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 Marsh Lane Waterline and Brookhaven Club Sanitary Sewer Line included bidding the two projects together with limited services during the bidding and construction phases. The Town has directed us 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 ^{MORFY} ~~separate~~ the plans and to ~~modify~~ the sewer line includes the following: *DOB 3/7/01*

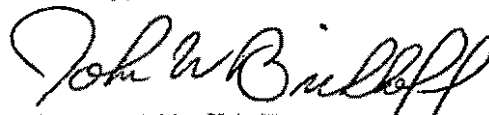
1. Realign the sanitary sewer line minimizing easement requirements.
2. Preparing plan sheets for rehabilitation of the existing sewer line to connect it to a service line for the adjacent apartments and townhouses.
3. Prepare rehabilitation specification.
4. Meet with City to review revised plans and make required revisions.
5. Rework quantity takeoff to include expanded sewer work.
6. Rework phasing plan.

Mr. Steven Z. Chutchian, P.E.
Town of Addison
2/26/01
Page No. 2 of 2

We propose to be compensated for our services to expand the bid and construction administration phases and modify the sewer plan based on a salary cost times a multiplier of 2.4 with expenses times 1.10. We request an additional \$5,570.00 be added to our contract for these services.

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: 3-7-01

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.

*NOT
ACCEPTED!
2/22/01*

February 14, 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.

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 \$4,070.00 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 \$14,253.60. 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.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
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PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

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

February 14, 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.

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 \$4,070.00 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 \$14,253.60. 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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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.


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: _____

**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,

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:

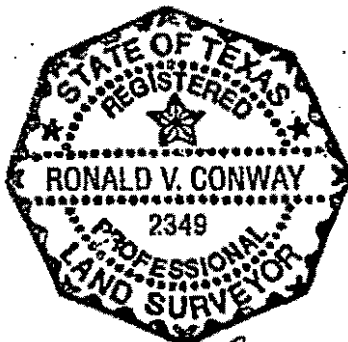
BEGINNING at an "X" cut found for a corner, said corner being at the intersection of the east Right Of Way line of Marsh Lane (100 feet Right Of Way) and the north Right Of Way line of Brookhaven Club Drive (100 feet Right Of Way), said corner being due south along the east Right Of Way line of said 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 9/15/00

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.

S 5°11'23" E - 218.93'

N - 217.97'

S - 331.75'

POINT OF
BEGINNING

"X" CUT FND

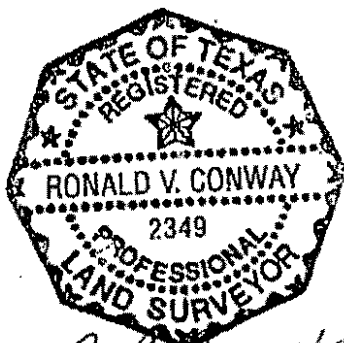
N 89°47'47" W - 19.80'

"X" CUT FND

☉ MARSH LANE

100' R.O.W.

☉ BROOKHAVEN CLUB DRIVE



Ronald V. Conway 6/5/00

SCALE: 1" = 40'

TOWN OF ADDISON, TEXAS

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

SHIMEK, JACOBS & FINKLEA, LLP.
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 6/5/00

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'

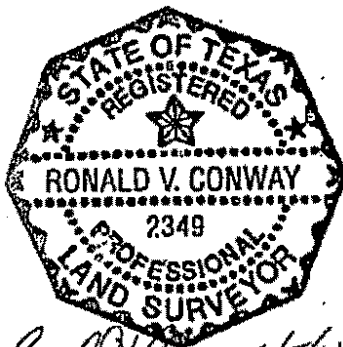
20' TEMPORARY CONST. EASEMENT
(0.207 ACRES)

N - 451.33'

C. MARSH LANE

100' R. O. W.

SCALE: 1" = 50'



TOWN OF ADDISON, TEXAS

TEMPORARY CONSTRUCTION EASEMENT
DAVISTER GREENBROOK CORP.

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
8333 DOUGLAS AVE., SUITE B20
DALLAS, TX 75225
(214) 361-7900

Date Drawn:
30 MAY, 2000

DAVISTER DWG

Ronald V. Conway 4/5/00

Steve Chutchian

From: Washington, Angela [awashington@cowlesthompson.com]
Sent: Monday, January 22, 2001 6:14 PM
To: Steve Chutchian (E-mail)
Subject: Vinland Prop Trust Easements Draft



Vinland Prop Trust
Easements

Steve: Enclosed for your review and comment is a draft document conveying a permanent easement and two construction easements from Vinland Property Trust for the water line.

I have some concerns with the property description provided. It needs some adjusting. For example, it refers to "said Vinland Tract" and nowhere above (or below for that matter) this phrase does it indicate what the Vinland Tract is. Also, as we discussed, the property description refers to two temporary construction easements, but there appears to be one continuous temporary construction easement shown on the survey. Let me know what you find out. Also, if you have any questions for me, please give me a call.

<<Vinland Prop Trust Easements>>

Steve Chutchian

From: Washington, Angela [awashington@cowlesthompson.com]
Sent: Monday, January 22, 2001 4:37 PM
To: Steve Chutchian (E-mail)
Subject: Attached Files



Temp Water Line
Const Ease - I...



Temp Water Line
Const Ease - M...

Steve: Enclosed for your review and comment are drafts for temporary construction easements from:

- (1) Irving Savings Association and
- (2) Mustang Brookhaven

I should complete the document for permanent water line easement and two construction easements from Vinland Property Trust shortly.

<<Temp Water Line Const Ease - Irving Savings Assoc.DOC>> <<Temp Water Line Const Ease - Mustang Brookhaven.DOC>>

TOWN OF ADDISON, TEXAS

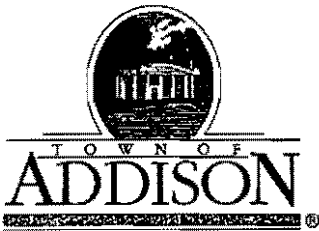
MAN-HOUR ESTIMATE

MARSH LANE WATERLINE

	Engineer	E.I.T.	Technician	Drafting	Word Processing	Surveying
Separate Plans	2.0		8.0	2.0		
Separate Specifications	4.0				8.0	
Printing for Review	0.5		1.0		2.0	
Meeting with Addison	3.0					
Revise Markups (SJ&F and Addison)	2.0		8.0			
	11.5	0.0	17.0	2.0	10.0	0.0

BROOKHAVEN CLUB SANITARY SEWER

	Engineer	E.I.T.	Technician	Drafting	Word Processing	Surveying
Meeting to Discuss Horizontal Alignment	2.0					
Propose Exhibit for New Alignment			2.0			
Revise Plans	2.0		8.0			
Specs to Rehabilitation	3.0				4.0	
Rehabilitation Line	2.0		8.0			
Quantity Revisions	1.0		2.0		2.0	
Meeting with Addison	2.0					
Revise Markups	2.0		4.0		2.0	
	14.0	0.0	24.0	0.0	8.0	0.0



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

December 7, 2000

City of Farmers Branch
Public Works Department
P.O. Box 819010
Farmers Branch, Texas 75381-9010

Attn: Mr. David Nighswonger, P.E.
Project Manager

Re: Paving Improvements on Brookhaven Club Drive
At Marsh Lane

Dear Mr. Nighswonger:

Preliminary construction plans for paving improvements on Brookhaven Club Drive within the limits of the Town of Addison have been reviewed. Listed below are comments and concerns regarding the proposed improvements:

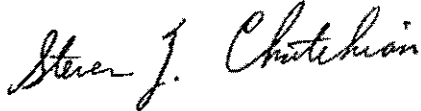
- 1) The existing irrigation system will be demolished from the eastern extents of the construction area to Marsh Lane. A new system will need to be designed and installed within this area. Town of Addison Irrigation Specifications will need to be adhered to during this portion of the project. The design will need to be submitted to the Town's Parks Department for review and approval prior to any construction. The design may incorporate undisturbed portions of the existing system. If this is to occur, careful exploration must occur to determine the size of existing piping at the points of connection and this information must be included upon the plans for the newly designed system.
- 2) A bed duplicating the size of the existing located close to the Marsh Lane intersection will need to be installed. This new bed will require professional prep work with eradication and removal of all weeds and grass, tilling 4" of Soil Building Systems TLC Compost to a depth of 6" and mulching the bed with twice ground hardwood bark mulch from Living Earth Technologies. Two-foot on-center 3 or 5 gallon Gulf Stream Nandina will need to be planted in a single row down the middle of the newly formed bed.

- 3) The wider sections of the median will need to be graded to follow the existing contours utilizing clean black clay topsoil consistent with the native soil of the area.
- 4) All areas, other than the newly formed bed, will need to have solid, black soil grown, thick cut common Bermuda grass sod installed.
- 5) All phases of the project will need to be professionally installed and will be overseen by a Town of Addison representative. The chosen contractor must be approved by the Town of Addison representative prior to commencement of any work. Prior references of similar scope and size must be presented for investigation.
- 6) All rock greater than 1" in size, debris, roots and trash must be removed from the site prior to the addition of any topsoil and/or irrigation backfilling and following the preparation of the bed area for planting.
- 7) A sample of the topsoil must be submitted to the Town's representative for approval prior to importing for use.
- 8) Extreme care must be exercised so as not to damage the existing trees and to lessen the construction damage/impact upon their root systems. Diligent care must also be exercised so as not to damage any other existing structure, equipment, etc., during the construction.
- 9) Each side of the newly formed bed area will require the installation of a 6" wide steel-reinforced concrete mow strip.
- 10) All local, state and national codes must be adhered to during the design and construction of this project. Permits must be obtained and all utilities located prior to construction.
- 11) Prior to the start of demolition, any part of the irrigation system that is to remain, and be used as a point of connection, will require the remaining pipe to be cut and permanently capped until ready for use.
- 12) The contractor must install all markings, including buttons, arrows, etc., and traffic signal loops, to Town of Addison specifications.
- 13) Details for removal and replacement of existing pavement must be included in plans.
- 14) The existing sanitary sewer main in Marsh Lane is 12" in diameter, in lieu of the 8" line shown on the drawing.
- 15) The proposed Town of Addison water and sanitary sewer main improvements on the east side of Marsh Lane should be incorporated into the plans. Please note the attached half-scale drawing of the proposed main installations.
- 16) The proposed median curb along curve #4 is accessed by vehicles too sharply. Please evaluate the need to revise curve #5 in order to create a smoother transition.
- 17) Indicate need for TXU Electric to relocate existing facilities within the existing median.
- 18) All new asphalt pavement to be 8" thick.
- 19) Compacted cement treated base to be used under new asphalt pavement.
- 20) All construction barricading, as a minimum, must comply with the Manual On Uniform Traffic Control Devices.

21) No construction activity may begin prior to 7:00 a.m. on weekdays and 8:00 a.m. on weekends.

Your consideration of the above items is greatly appreciated. Should you have any questions, please let me know.

Sincerely,

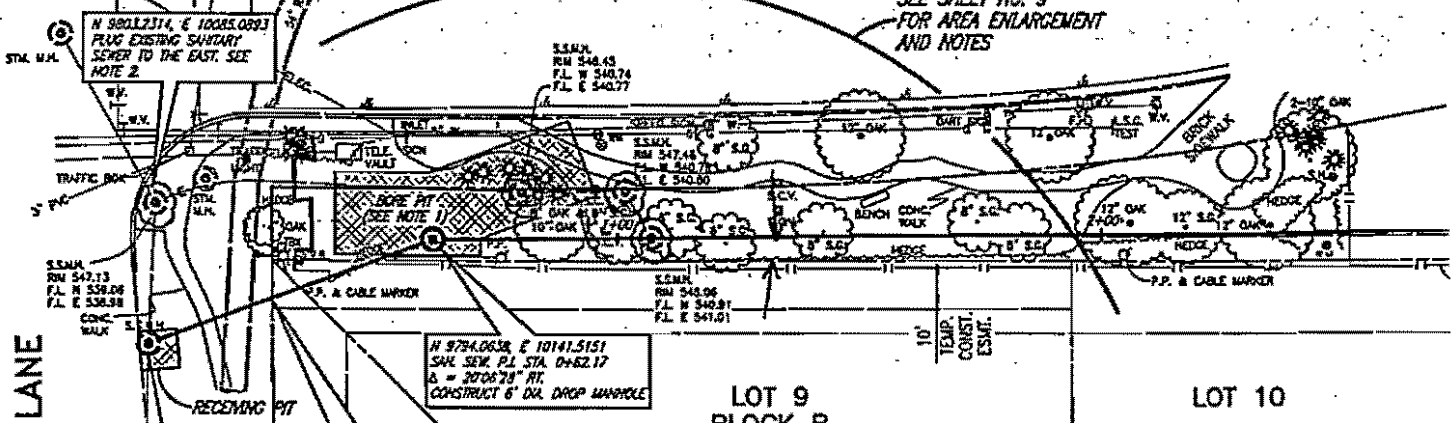
A handwritten signature in cursive script that reads "Steven Z. Chutchian".

Steven Z. Chutchian, P.E.
Assistant City Engineer

Cc: Jim Pierce, Assistant Public Works Director
Jim Wilson, Project Manager

BROOKHAVEN CLUB DRIVE

SEE SHEET NO. 9
FOR AREA ENLARGEMENT
AND NOTES



MARSH LANE

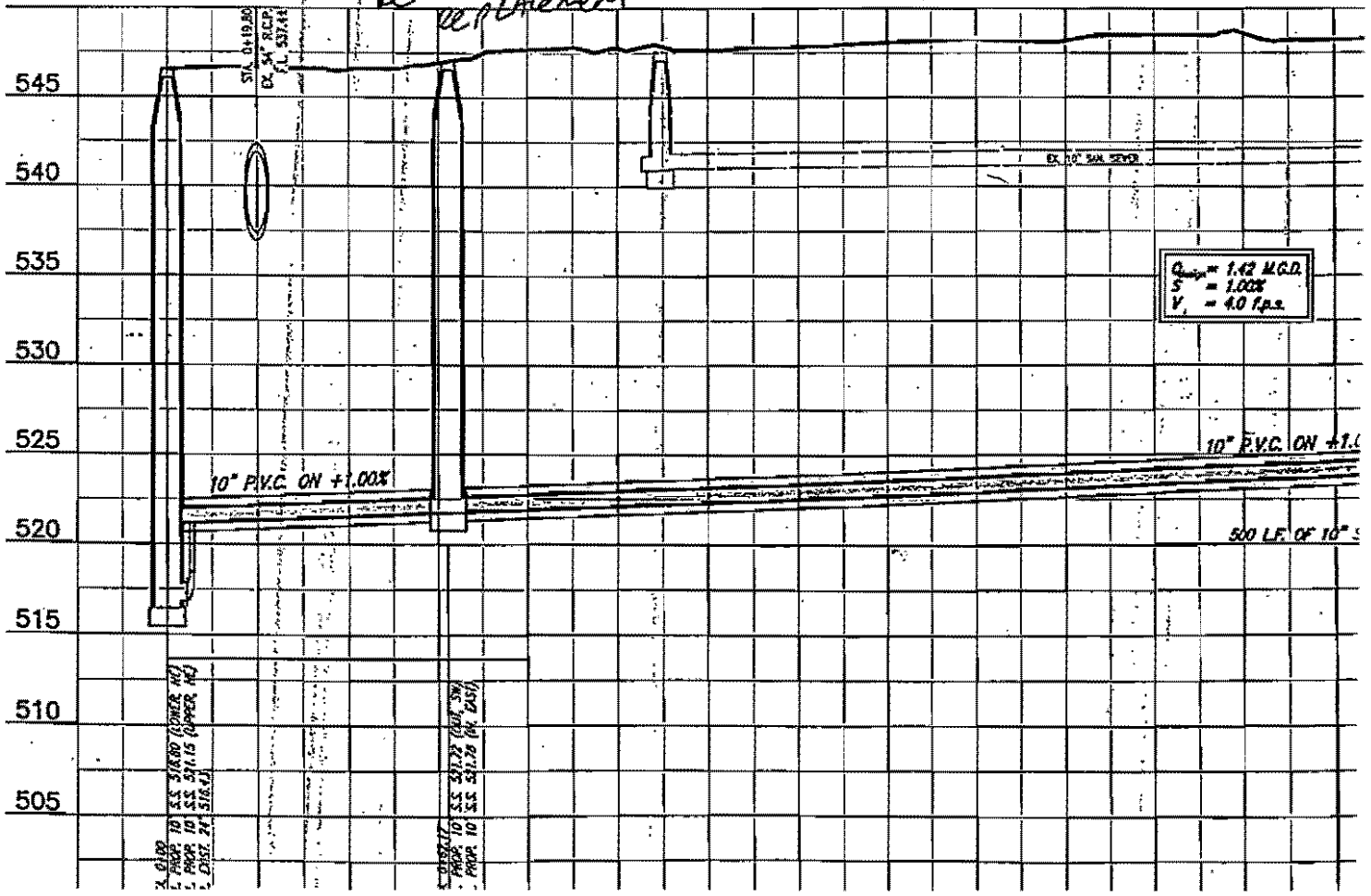
WOODED

CALL AT TO PROTECT LOW CREEK PALMERT + CORE B - OR CALL AT AREA OF PALMERT + REMOVAL + REPLACEMENT

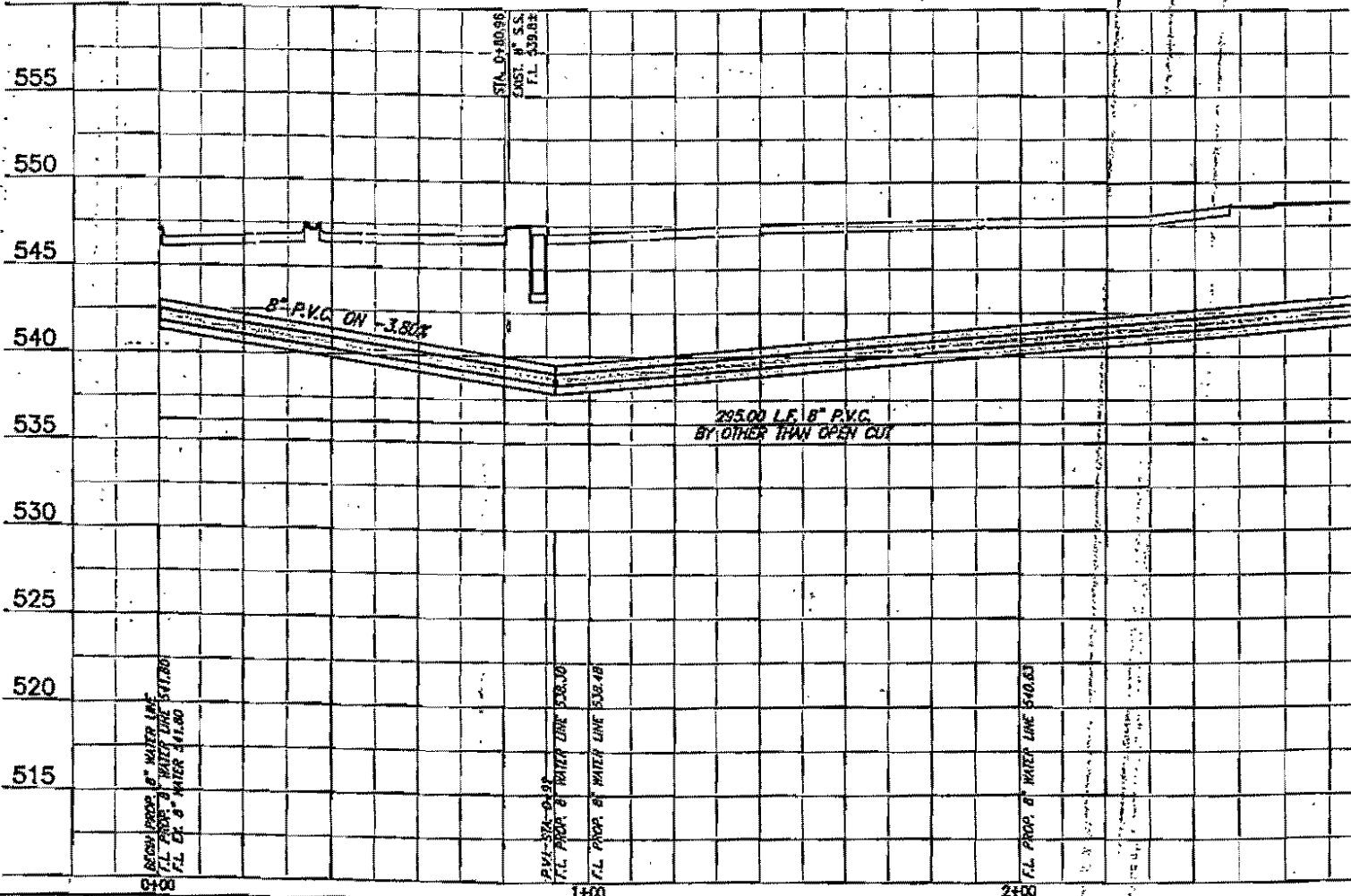
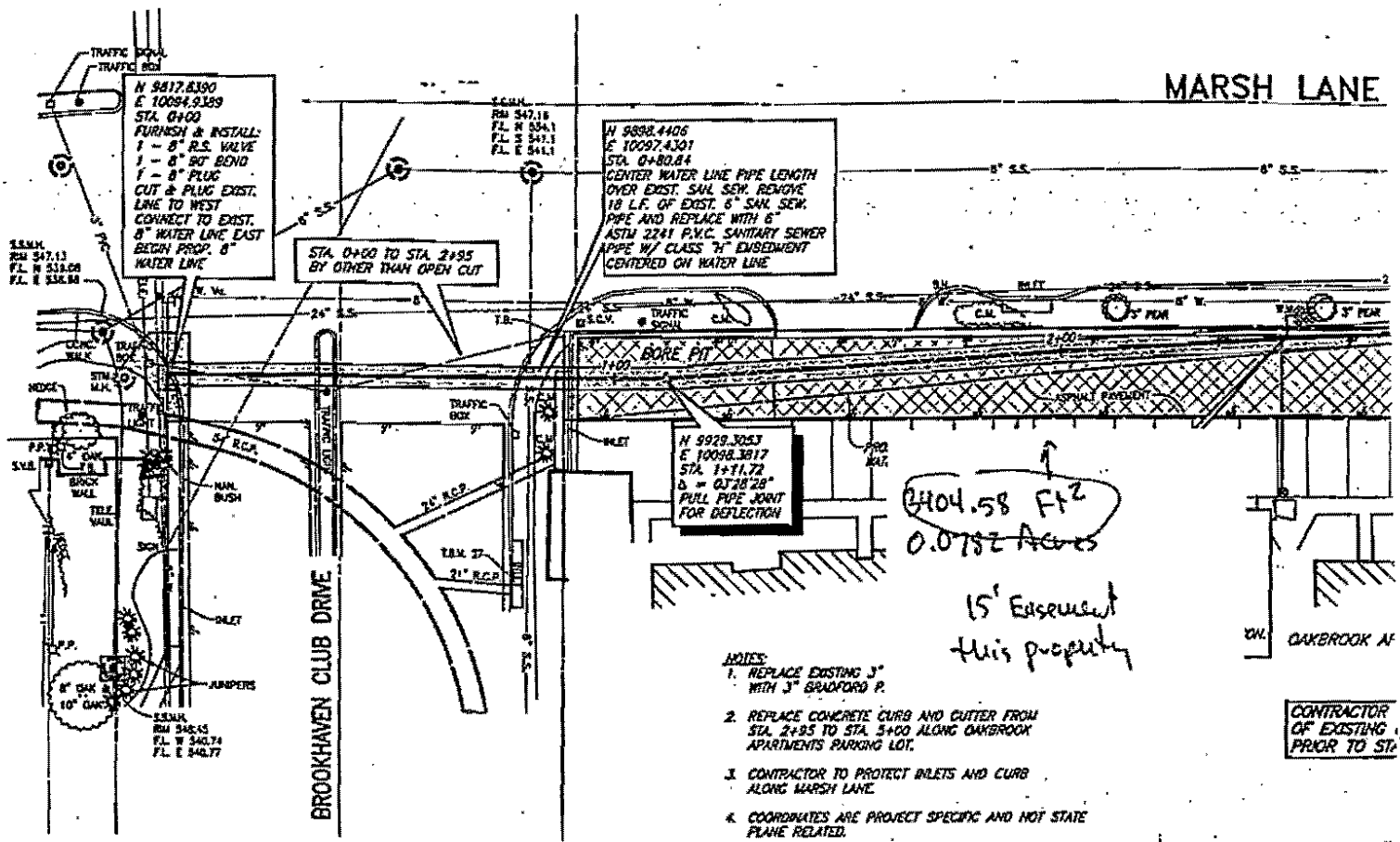
AT WHAT POINT?

- NOTES
- CONTRACTOR SHALL REMOVE EXISTING PALM AND JUNIPER PLANTS FOR SOPE PITS. PLANTS SHALL BE REPLACED OR REPLANTED PLANTS TO BE REPLANTED SHALL BE MAINTAINED IN ELEVATED BED.
 - PLUG EXISTING SANITARY SEWER LINE
 - CLEAN 18" OF EXIST. SANITARY SEWER
 - PLACE 2000 P.S.I. (20%) CONC. 18" INTO EXIST. SAN. SEWER

EXISTING SANITARY SEWER MANHOLE TO BE ABANDONED. CONTRACTOR SHALL POUR 2000 P.S.I. CONCRETE IN EXISTING MANHOLE TO A DEPTH OF 18 INCHES ABOVE SPRINGLINE. REMAINDER OF MANHOLE SHALL BE EXCAVATED MATERIAL FROM TRENCH IN 6 INCH LIFTS. COVER & CONE SHALL BE REMOVED AND BACKFILL. TOPSOIL GROUND AROUND MANHOLE SHALL BE GRAC WITH SURROUNDING GRADE.



MARSH LANE



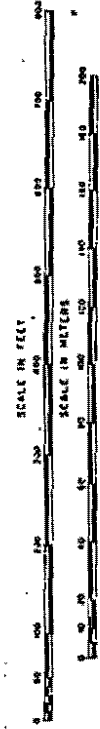
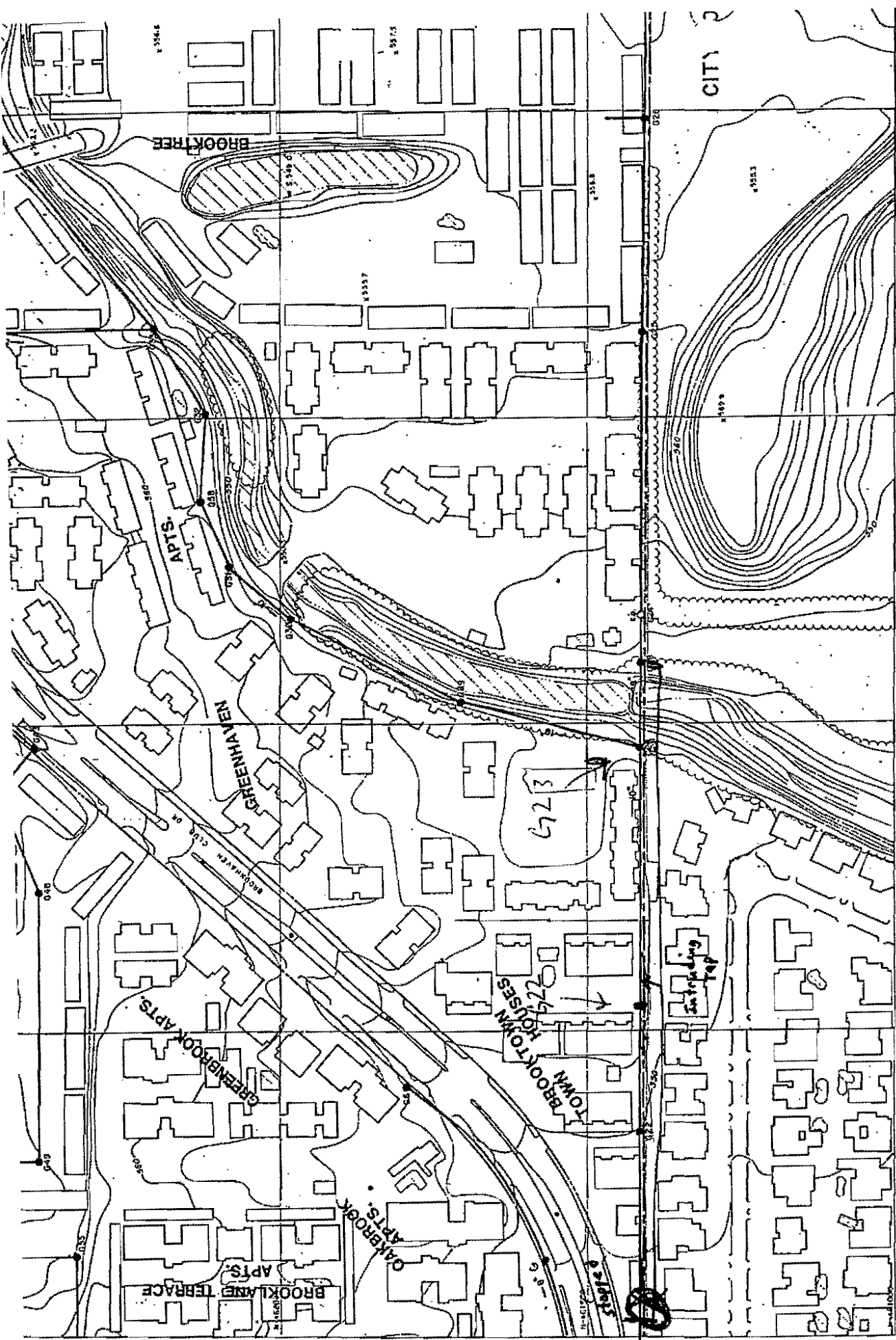
REVISION 06/20/00 CAD 29123-01.DWG SCALE: 1"=20' BLOCKS: PERMANENT

Steve Chutchian

From: Jim Pierce
Sent: Tuesday, December 05, 2000 12:09 PM
To: John Birkhoff (E-mail)
Cc: Steve Chutchian; Jim Wilson; Keith Thompson; Michael Murphy
Subject: Marsh Lane Water Main

I would like to see Molecularly Oriented PVC Pipe specified for this job (AWWA C909), and all future jobs for that matter. Please call if you would like to discuss.

Jim Pierce, P.E.
Assistant Public Works Director
PO Box 9010
Addison, TX 75001-9010
972-450-2879



REVISIONS AUG. 1938
 Compiled from aerial photographs taken February 25, 1938 with the Wild FC-2 camera. Horizontal and vertical control was obtained from existing U. S. Coast and Geodetic Survey monuments. Further detail was performed by Aero Triangulation using the Wild BC-1 Analy.

Grid lines and values shown are based on the Texas State Coordinate System, North Central Zone.

Dallas Aerial Surveys, Inc.
 Aerial Photography and Mapping Service



129



TOWN OF
ADDISON UTILITIES DEPARTMENT
(214) 450-2879 FAX (214) 931-6643

Post Office Box 144, Addison, Texas 75001
16801 Westgrove

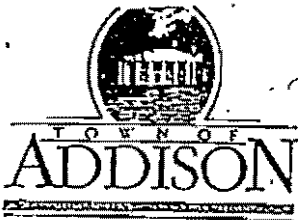
DATE 12-5-00	OPERATORS CME JLD	SH 1 OF 1
JOB # 29	LOCATION BHCD (GREENHAVEN APT)	PIPE SIZE 10
TAPE # 84	FROM MANHOLE (SET UP) TO MANHOLE	PIPE TYPE CLAY
MAP PAGE 10	Diagram showing manholes G23 and G22 with a tap intruding between them.	SURFACE TYPE GRASS
LENGTH OF LINE 626' Approx.	DIRECTION OF CAMERA	GENERATOR TIME
MANHOLE NO.	DIRECTION OF FLOW	START FINISH

MANHOLE NO.	DEPTH MH	MH CONSTRUCTION	CLEAR OPENING DIAMETER	PROBLEMS

TAPE READING
416.5 TO 417.7

FOOTAGE	DEFECT ABBREV	DEFECT DESCRIPTION	CLOCK REFERENCE	TAPE READING
0'		start		
38'		PVC 10x10x4" Tap	2:00	
40'		offset joint		
35'		10x10x4" PVC Tap	12:00	
139'		Roots (minor)	12:00	
141'		Intruding 4" Tap	12:00	
		(cut in) Crack around Tap		
		Camera cannot get by, will go in from other end.		

- STANDARD ABBREVIATIONS
- PIPE TYPE
- DI - DUCTILE IRON
 - RCP - REINFORCED CONCRETE PIPE
 - AC - ASBESTOS CEMENT
 - TP - TRUSS PIPE
 - VCP - VITRIFIED CLAY PIPE
 - PVC - POLYVINYL CHLORIDE
 - CI - CAST IRON
 - CON - CONCRETE
- LINE SECTION DEFECTS
- BISC - BREAK IN SERVICE CONNECTION
 - BL - BLOCKAGE
 - BP - BROKEN PIPE (MISSING PIECE)
 - D - DEBRIS
 - CJ - CRACKED JOINT
 - CPC - CRACKED JOINT (CIRCULAR)
 - CPL - CRACKED PIPE (LONGITUDINAL)
 - LAS - LEAK AROUND SERVICE CONNECTION
 - LJ - LEAKING JOINT
 - LSC - LEAKING SERVICE CONNECTION
 - MD - MINERAL DEPOSITS
 - OSJ - OFFSET JOINT
 - SC - SERVICE CONNECTION
 - X"W - WATER X=INCHES OF H₂O
 - LR - LIGHT ROOTS
 - MR - MEDIUM ROOTS
 - HR - HEAVY ROOTS



UTILITIES DEPARTMENT

Post Office Box 144, Addison, Texas 75001

(214) 450-2879 FAX (214) 931-6643

16301 Westgrove

DATE 11-21-00	OPERATORS CMF		SH 1 OF 1
JOB # 29 TOWN HOME	LOCATION BROOK TOWN TOWN HOUSE		PIPE SIZE 10
TAPE # NONE	FROM MANHOLE (SET UP)	TO	MANHOLE
MAP PAGE 10			PIPE TYPE CLAY
LENGTH OF LINE 626.0	DIRECTION OF CAMERA		DIRECTION OF FLOW
MANHOLE NO. G22	DEPTH MH	MH CONSTRUCTION	CLEAR OPENING DIAMETER
			PROBLEMS
			START FINISH

MANHOLE NO. G22	DEPTH MH	MH CONSTRUCTION	CLEAR OPENING DIAMETER	PROBLEMS	405.8	407.1
					TAPE READING	
						TO

FOOTAGE	DEFECT ABBREV	DEFECT DESCRIPTION	CLOCK REFERENCE	TAPE READING
START		WEST		
6.70		UNDER WATER		
6.0		OUT OF WATER		
8.0		UNDER WATER	44'	PVC REPAIR
8.2		OUT		
43.7		TAP	12	4"
62.0		TAP	10	PIPE CRACK
85.2		TAP TO EAST	9.2	IN PIPE 1/2
		EAST	12	

- STANDARD ABBREVIATIONS
- PIPE TYPE
- DI - DUCTILE IRON
 - RCP - REINFORCED CONCRETE PIPE
 - AC - ASBESTOS CEMENT
 - TP - TRUSS PIPE
 - VCP - VITRIFIED CLAY PIPE
 - PVC - POLYVINYL CHLORIDE
 - CI - CAST IRON
 - CON - CONCRETE
- LINE SECTION DEFECTS
- BISC - BREAK IN SERVICE CONNECTION
 - BL - BLOCKAGE
 - BP - BROKEN PIPE (MISSING PIECE)
 - D - DEBRIS
 - CJ - CRACKED JOINT
 - CPC - CRACKED JOINT (CIRCULAR)
 - CPL - CRACKED PIPE (LONGITUDINAL)
 - LAS - LEAK AROUND SERVICE CONNECTION
 - LJ - LEAKING JOINT
 - LSC - LEAKING SERVICE CONNECTION
 - MD - MINERAL DEPOSITS
 - OSJ - OFFSET JOINT
 - SC - SERVICE CONNECTION
 - X" W - WATER X=INCHES OF H₂O
 - LR - LIGHT ROOTS
 - MR - MEDIUM ROOTS
 - HR - HEAVY ROOTS



TOWN OF ADDISON

UTILITIES DEPARTMENT

(214) 450-2879 FAX (214) 931-6643

Post Office Box 144, Addison, Texas 75001

16801 Westgrove

sl et 3 41.2.6

DATE 11/30/00	OPERATORS Charles R.C.	SH 1 OF 1
JOB # 29	LOCATION BHCD	PIPE SIZE 10"
TAPE # —	FROM MANHOLE (SET UP) G22 TO MANHOLE G21	PIPE TYPE clay
MAP PAGE 5-10	→	SURFACE TYPE Asphalt
LENGTH OF LINE	→	GENERATOR TIME
DIRECTION OF CAMERA		START
DIRECTION OF FLOW		FINISH

MANHOLE NO.	DEPTH MH	MH CONSTRUCTION	CLEAR OPENING DIAMETER	PROBLEMS
FOOTAGE	DEFECT ABBREV	DEFECT DESCRIPTION	CLOCK REFERENCE	TAPE READING
87.7		TAP	12:00	PIPE CRACK
181.2		TAP - CRACKED	1:00	
94.6		OFFSET - JOINT	9:00	
85.5		TAP - ROOTS	12:00	
30 TO 840		ROCKS IN LINE	CAN'T PASS	
		UT WATER IN BOSS & PULLED	REST OF ROCK DOWN	
		WE ARE PAST	LAST UNIT	
100		PIPE CRACK BEFORE JOINT		

412.8	413.9
TAPE READING	
TO	
STANDARD ABBREVIATIONS	
PIPE TYPE	
DI	- DUCTILE IRON
RCF	- REINFORCED CONCRETE PIPE
AC	- ASBESTOS CEMENT
TP	- TRUSS PIPE
VCP	- VITRIFIED CLAY PIPE
PVC	- POLYVINYL CHLORIDE
CI	- CAST IRON
CON	- CONCRETE
LINE SECTION DEFECTS	
BISC	- BREAK IN SERVICE CONNECTION
BL	- BLOCKAGE
BP	- BROKEN PIPE (MISSING PIECE)
D.	- DEBRIS
CJ	- CRACKED JOINT
CPC	- CRACKED JOINT (CIRCULAR)
CPL	- CRACKED PIPE (LONGITUDINAL)
LAS	- LEAK AROUND SERVICE CONNECTION
LJ	- LEAKING JOINT
LSC	- LEAKING SERVICE CONNECTION
MD	- MINERAL DEPOSITES
OSJ	- OFFSET JOINT
SC	- SERVICE CONNECTION
X"W	- WATER X-INCHES OF H ₂ O
LR	- LIGHT ROOTS
MR	- MEDIUM ROOTS
HR	- HEAVY ROOTS

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 11, 2000

Mr. Michael Murphy
Town of Addison
Post Office Box 144
Addison, Texas 75001-0144

Re: Temporary Construction Easement for Brookhaven Club Drive Sanitary Sewer Line

Dear Mr. Murphy:

We are enclosing two (2) copies of the field note description and plat of Lot 9, Block A of Wooded Creek Estates, conveyed to Elizabeth M. Martin. All copies have been sealed, signed, and dated by a Professional Land Surveyor registered in the State of Texas. We are available at your convenience to discuss any questions that you may have with the field note description and plat.

Sincerely,

John W. Birkhoff, P.E.

Enclosure

**FIELD NOTE DESCRIPTION
FOR
BROOKHAVEN CLUB DRIVE SANITARY SEWER LINE
ACROSS PROPERTY OF
ELIZABETH M. MARTIN**

A temporary construction easement 10 feet in width, being just south of, and adjacent to, the north property line of Lot 9, Block A of Wooded Creek Estates, conveyed to Elizabeth M. Martin by a deed now of record in Volume 91035, Page 466 of a Deed of Records of Dallas County, Texas and to be used only during the construction of the proposed sanitary sewer, and containing 0.0366 acres of land, more or less.



Ronald V. Conway
2/11/00

NOAH GOOD SURVEY
ABSTRACT NO. 520

☉ BROOKHAVEN CLUB RD.

EXIST. 100'
R.O.W.

50'

S 89°49'30" E
164.2'
EXISTING 18'
UTILITY ESMT.

10' TEMP.
CONST. ESMT.
(0.0366 ACS.)

N 89°49'53" W - 146.28'

S 0°0'2" W
119.78'

125' R.O.W.

ELIZABETH M. MARTIN
VOL. 91035, PG. 0464

9

10

S 44°48'2" E - 181.65'

8

WOODED CREEK ESTATES

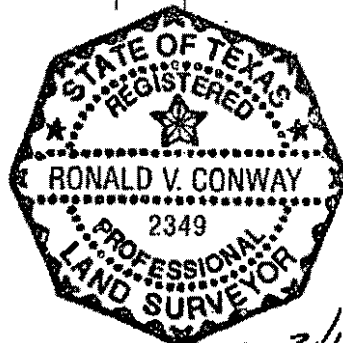
BLOCK A

WOODED CREEK DR.

50'
R.O.W.

SCALE: 1" = 50'

☉ MARSH LANE



2/11/00

Ronald V. Conway

TOWN OF ADDISON, TEXAS

TEMPORARY CONSTRUCTION EASEMENT
ELIZABETH M. MARTIN

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

Date Drawn:
10 FEB.. 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 16, 2000

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

Re: Brookhaven Club Drive Sanitary Sewer Line

Dear Mr. Thompson:

We are enclosing these three (3) copies of the easements required for the Brookhaven Club Drive sanitary sewer line construction across the Brooktown and Greenhaven properties. We are available at your convenience to discuss any questions that you may have concerning the enclosed documents.

Sincerely yours,



Ronald V. Conway, P.E.

Enclosure

**FIELD NOTE DESCRIPTION
FOR
BROOKHAVEN CLUB DRIVE SANITARY SEWER EASEMENT
ACROSS THE PROPERTY OF
FSF GREENHAVEN ASSOCIATES, L.P.**

BEING a strip of land for sanitary sewer easement in the Noah Good Survey, Abstract No. 520, Dallas County, Texas, and being across a tract of land conveyed to FSF Greenhaven Associates, L.P. by a deed now of record in Volume 96189, Page 1221 of the Deed of Records of Dallas County, Texas, said strip of land being more particularly described as follows:

COMMENCING at an "X" found on the southeast corner of the intersection of the Marsh Lane (100 feet ROW) and the Brookhaven Club Drive (100 feet ROW), said point also being the southwest corner of a tract of land conveyed to Tarragon Brooks L.P. by a deed now of record in Volume 99101, Page 5374 of the Deed of Records of Dallas County, Texas, said point also being S 01°45'44" W along the east ROW line of Marsh Lane, a distance of 331.75 feet from an "X" found at the northwest corner of said Tarragon Brooks L.P. and the southwest corner of a tract of land conveyed to Davister Greenbrook Corporation by a deed now of record in Volume 97209, Page 1663 of the Deed of Records of Dallas County, Texas;

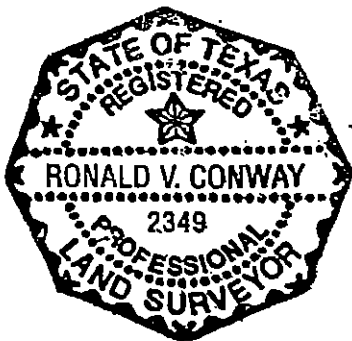
THENCE S 81°54'59" E, a distance of 948.11 feet to a point for a corner, said point being on the most westerly line of said FSF Greenhaven Associates, L.P. tract, and most easterly line of a tract of land conveyed to Brooktown Properties by a deed now of record in Volume 72019, Page 1310 of the Deed of Records of Dallas County, Texas said point also being the POINT OF BEGINNING;

THENCE S 88°32'52" E, a distance of 414.4 feet to a point for a corner,

THENCE S 57°58'26" E, a distance of 9.63 feet to a point for a corner, said point being on the north line of an existing sanitary sewer easement, now of record in Volume 70219, Page 854 of the Deed of Records of Dallas County, Texas;

THENCE N 88°02'42" W, along said north line of said sanitary sewer easement, a distance of 422.71 feet to said most westerly property line of said FSF Greenhaven Associates, L.P. and said most easterly property line of said Brooktown Properties.

THENCE N 01°45'43" E, a distance of 1.19 feet along the most westerly property line of said FSF Greenhaven Associates, L.P. and most easterly property line of said Brooktown Properties to the POINT OF BEGINNING, and containing 1,279.29 square feet (0.03 acres) of land, more or less.



Ronald V. Conway
6/15/00

GOOD SURVEY

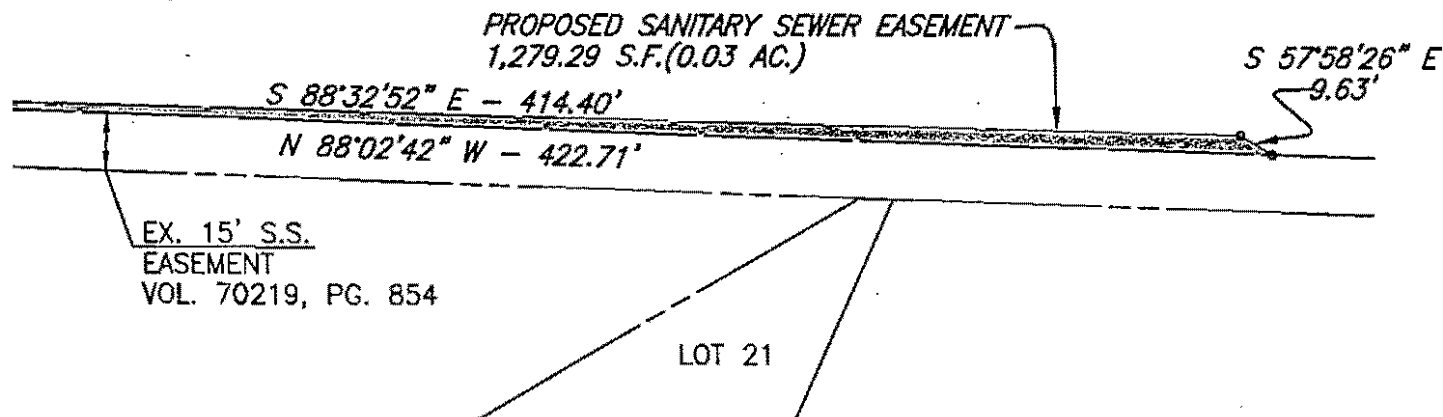
TRACT NO. 520



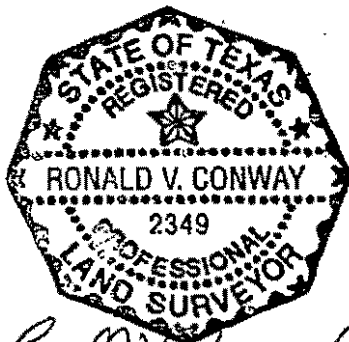
FSF GREENHAVEN ASSOCIATES, L.P.

VOL. 96189, PG. 1221

SCALE: 1" = 50'



D CREEK ESTATES



Ronald V. Conway 6/15/00

TOWN OF ADDISON, TEXAS	
BROOKHAVEN CLUB DRIVE SANITARY SEWER EASEMENT FSF GREENHAVEN ASSOCIATES, L.P.	
SHIMEK, JACOBS & FINKLEA, L.L.P. CONSULTING ENGINEERS 8333 Douglas Ave., Ste. 820 Dallas, Tx 75225 (214) 361-7900	DATE SURVEYED: JUNE, 2000 DATE DRAWN: JUNE, 2000

Memo

November 16, 2000

To: John Birkhoff, P.E.
Shimek, Jacobs Finklea, L.L.P.

From: Steve Chutchian, P.E.
Assistant City Engineer, Town of Addison

Subject: Marsh/Brookhaven Club Dr. Water & Sewer Rehabilitation

Keith and I met at the project site on 11/15/00 and evaluated the proposed alignments and easement needs. The attached marked-up drawings consist of comments associated with our visit to the site. We would like to meet with you as soon as Keith has completed the T.V. Inspection of the existing sewer system. Thanks.



Steve Chutchian
Assistant City Engineer

Cc: Jim Pierce, Assistant Director of Public Works
Mike Murphy, Director of Public Works
Keith Thompson, Water Utilities Foreman

Avoiding the **HAZARDS** of Directional Drilling

by Samuel T. Ariaratnam, Ph.D., P.Eng.

Over the past few years, accidents involving Horizontal Directional Drilling operations have made headlines in newspapers. Like any construction method, horizontal directional drilling equipment poses a danger if not properly used by well-trained workers.

Horizontal Directional Drilling (HDD) is perhaps the fastest growing segment in the underground trenchless construction industry. There are currently between 6,000 - 7,000 operational rigs in North America and that number is expected to increase exponentially over the next decade. Due to the fact that so many individuals are involved in this diversified industry with its wide range of applications and safety concerns, a discussion of safety procedures is timely and appropriate.

Pre-Planning and Site Preparation

Prior to commencement of any boring activity, participation and coordination of several persons and agencies needs to occur. Contacting the One-Call service and any utilities that do not subscribe to a One-Call is essential in locating and marking existing underground utilities. The contractor should use the provided locate sketch to confirm all locates on the job site. The proposed drill path should be determined and documented, preferably using a bore plan-

ning software, including its horizontal and vertical alignments and the location of buried utilities and substructures along the path. The contractor should physically mark the proposed bore-path and expose all utility crossings using hydro-excavation, hand excavation, or other

"Every HDD job is different and must be approached with safety in mind."

approved methods to confirm depth. This action will reduce the chances of striking an existing utility line. The cost of marking the lines and performing excavation investigations is small when compared to the cost of striking a buried utility. Additionally, the site should be checked for evidence of substructures such as manhole covers, valve box covers, meter

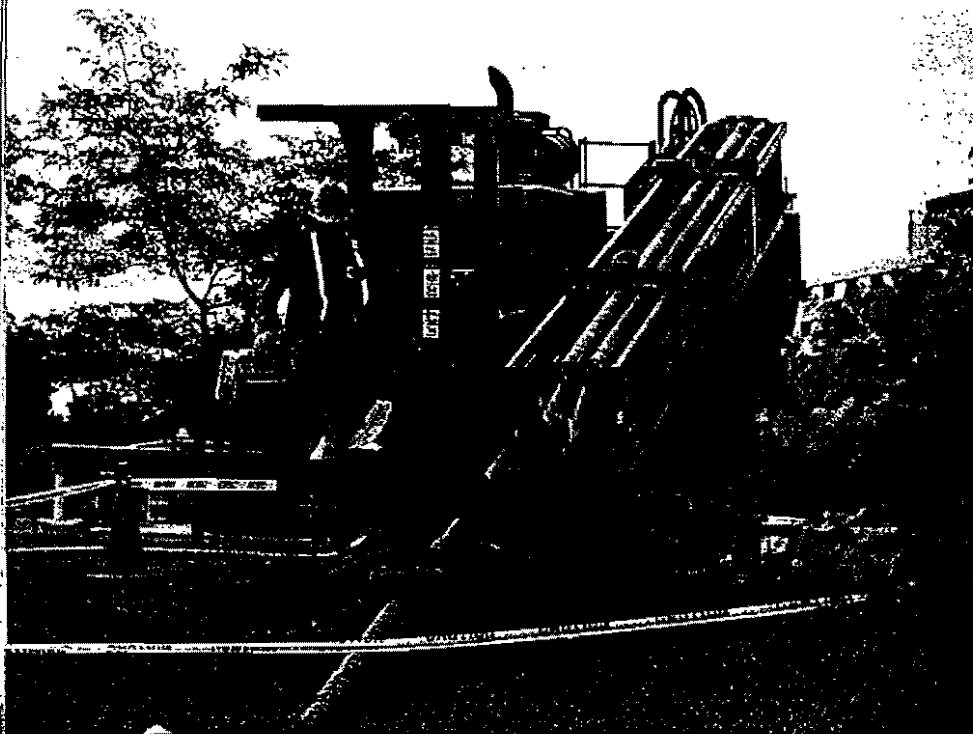
boxes, electrical transformers, conduits or drop lines from utility poles, and pavement patches to ascertain if any utilities may have been overlooked. Like any construction operation, compliance should be made with all OSHA and State & Local Regulations including:

- ▶ Open Excavations (ie. potholing)
- ▶ Covers
- ▶ Fencing
- ▶ Barrier Tape
- ▶ Barricades
- ▶ Shoring & Sloping of Trenches
- ▶ Confined-space Permits

Personal Preparation

Personal preparation for any job involving horizontal directional drilling means ensuring all precautionary measures are taken to preserve the safety of workers. These include the wearing of: OSHA approved hard hat; safety glasses or OSHA approved goggles or face shields; hearing protection; highly visible reflective clothing; electrically insulating gloves and lineman boots; any other safety equipment required by utility, government, or mandated by other rules and regulations.

Drilling Hazards



Additionally, the drilling unit must be equipped with an electrical strike safety package. The package should include warning sound alarm, grounding mats, and protective gear. Electrical ground stakes must be driven into the ground and the strike alert system tested prior to any boring.

Job Preparation

Communication is a critical ingredient of any successful horizontal directional drilling project. It is imperative that the Tracking and Drill Operator have an understanding of the job prior to commencement of boring. They should walk the planned bore-path with the tracking device to evaluate any potential fields of electromagnetic interference that may hinder the operation. Effective communication should be established. For example, protocol must be agreed upon for the use of two-way radios or hand signals.

The Process

Every HDD job is different and must be approached with safety in mind. The manufacturer's operator's manual is the main source for infor-

mation on HDD equipment and must be followed during all operations.

During the actual boring process, if abnormal readings are found on the tracking equipment, the contractor should backup and verify previous readings before continuing the bore. This is critical as deviation from the planned bore-path could result in striking an existing underground utility. Care must also be taken during the pullback to ensure that existing utilities are not struck due to the effect of the enlarged backreamer pulling the new pipe.

The National Transportation Safety Board (NTSB) recommends that drillers check for electrical interference along the drill path before activating the locator transmitter to ensure that stray electrical interference does not create any false reading during drill head locating. According to Title 49 Code of Federal Regulations Part 192.614, gas pipeline operators must develop and follow a written program to prevent damage to their pipelines from excavation activities, including boring operations. The NTSB has made recommendations that pipeline operators

review their written programs to guarantee they include actions to protect facilities when directional drilling operations are conducted near those facilities. As the utilization of HDD for the installation of underground utilities increases, it is imperative that safety issues be fully comprehended and addressed.

Safety Manual and Site Safety Procedures

It is recommended that during the bidding stage of a project, each bidder submit a copy of their company safety manual, including:

- ▶ Operating procedures that comply with applicable regulations.
- ▶ Emergency procedures for inadvertently boring into existing buried utilities, complying with applicable regulations.
- ▶ Detailed emergency evacuation plan.

As with any operation, it is important to work safely and have contingency plans in place to handle emergencies. Safety procedures should be well established and all personnel on site should be instructed on protocol. The following is a list of several issues that should be addressed when designing a safety procedure:

- ▶ Employing properly trained persons who can administer first-aid on site.
- ▶ Availability of first-aid equipment on site.
- ▶ Prior knowledge of the travel route(s) to the nearest hospital or care facility.

It is imperative that site-specific safety procedures are developed, as every site has unique safety issues that need to be addressed. Crews should be aware of these safety procedures, and know how to notify the proper personnel when an emergency situation arises.

What If An Existing Utility Is Struck?

If an existing utility is struck dur-

ing the boring operation, emergency procedures must be initiated to reduce the likelihood of human injury. The Equipment Manufacturers Institute (EMI) recommends certain procedures to follow in the event of utility strikes.

Electrical Strike

If an electrical strike occurs, the most important rule to remember is to stay where you are and don't move. The voltage difference between the equipment and the ground, or even between your feet and the ground may be sufficient to cause injury or death. Do not touch the machine, drill pipe, water system, mud-mixing system, or anything connected to the drill as those pieces of equipment may be highly charged. The drill operator should remain calm and reverse the bore direction in an attempt to break contact with the electrical line in question. The electrical utility must be contacted immediately. The drill operator should follow the manufacturer's procedure to determine if the drill is electrically charged before attempting to dismount the drill.

Gas Line Strike

If a gas line strike occurs, evacuate the area immediately. The drill operator should shut down all engines and under no circumstance should the operator attempt to reverse the bore to break contact, as further movement may cause a spark. The gas utility should be contacted immediately.

Fiber-Optic Strike

The most important thing to remember if a fiber-optic strike occurs is not to look into the cut ends of the cable. This can cause severe eye damage. Drilling should stop immediately and the utility owner should be contacted.

Water or Sewer Line Strike

If a water or sewer line strike occurs, stop drilling immediately and warn all bystanders that a strike has

occurred and to stay away. The drill operator should not attempt to reverse the bore as sewer lines may contain deadly pathogens. It is recommended to seek medical attention for personnel coming in contact with a sewer line breakage. As with any strike, the utility owner should be contacted immediately.

A Successful Project

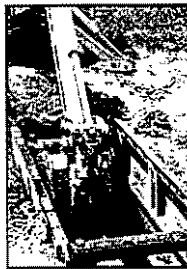
The main contributing factor influencing the success of a project is the experience and amount of training of the crew operating the drilling equipment and tracking the drilling head. Even with the marking of existing utilities, an inexperienced crew has a higher risk of striking buried utilities. Additionally, an experienced crew would more likely be able to salvage a drilling project when unexpected conditions are encountered. The investment of time and money in

training or hiring of an experienced crew is minimal when compared to repairing damaged utility lines and inherent safety risks. Training is particularly important in a prosperous market where contractors are expanding rapidly and persons experienced in horizontal directional drilling operations are in shortage. For individuals interested in more information on safety considerations in HDD, it is recommended to request safety videos developed by respective drill manufacturers and the Equipment Manufacturers Institute. ♦

Dr. Ariaratnam is an Associate Professor in the Department of Civil and Environmental Engineering at the University of Alberta in Edmonton, Canada. He has been involved with the Horizontal Directional Drilling industry over the past five years and currently sits on the Board of Directors of the North American Society for Trenchless Technology (NASTT). He can be reached at (780) 492-5110 or ariaratnam@ualberta.co.



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CONSULTING ENGINEERS

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

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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,

John W. Birkhoff, P.E.

Enclosure

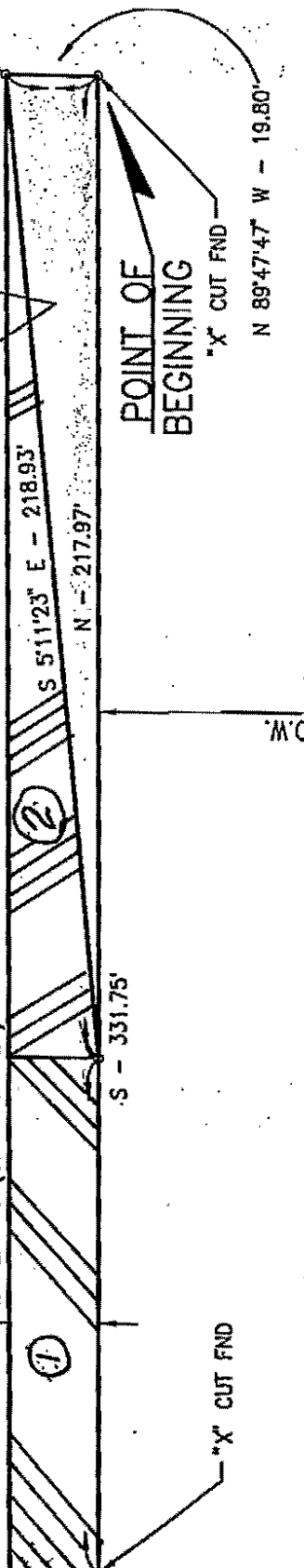
NOAH GOOD SURVEY

ABSTRACT NO. 520

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

TEMPORARY CONSTRUCTION
EASEMENT (0.099 ACRES)

PROPOSED WATER LINE EASEMENT
(0.050 ACRES)



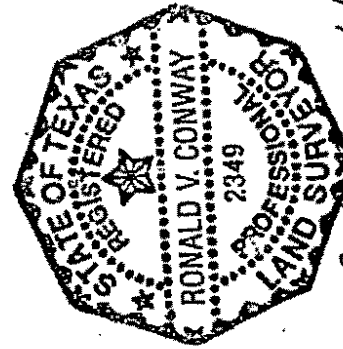
100' R.O.W. BROOKHAVEN CLUB DRIVE

100' R.O.W.

MARSH LANE

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

SCALE: 1" = 40'



Ronald V. Conway

REVISED 05/30/00 DFJ/ACS SCALE: 1=30 TARRAGON.DWG

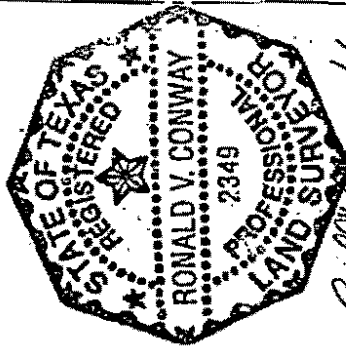
N 89°48'09" E - 160.00'

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

S 89°48'09" W - 160.00'

R

N - 132.00'

© MARSH LANE

100' R.O.W.

SCALE: 1" = 30'

TOWN OF ADDISON, TEXAS

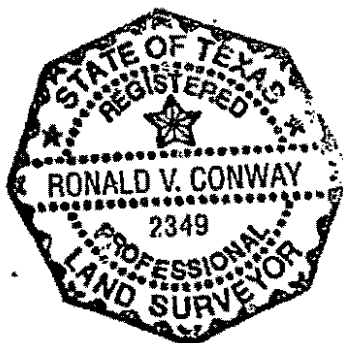
TEMPORARY CONSTRUCTION EASEMENT
MILTON L. WAGNER & GAY GELLER GOLMAN

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
8333 DOUGLAS AVE., SUITE 820
DALLAS, TX 75225
(214) 361-7000

Date Drawn:
30 MAY, 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

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 6/4/00

Claim # _____

Check \$ 2,380⁰⁰

Vendor No. _____

Vendor Name PAT HAGGERTY Co., Inc.

Address C/O CAMPBELL COMPANY OF DALLAS, INC.

Address 16475 DALLAS PARKWAY, SUITE 700

Address _____

Zip Code 75001

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
UNION PACIFIC R. OK.	46	000	58110	83300		255.00
ARAPAHO R.D. EXTENSION	46	000	58110	83300		1,360.00
MARSH LN. WATERLINE	62	000	58110	93601		255.00
ADDISON ROAD/EXCEL	41	000	58110	06300		510.00

TOTAL _____

EXPLANATION RIGHT-OF-WAY ACQUISITION BY
PAT HAGGERTY ON SEVERAL PROJECTS

Steve Chutehan
Authorized Signature

Finance

STATEMENT

May 31, 2001

Mr. Mike Murphy
City Engineer
Town of Addison

For real estate consulting provided to the Town of Addison from March 1, 2001 to May 31, 2001.

Union Pacific ROW Three (3) Hours

Meeting (3/1) with Jim Pierce, Mike Murphy, Ken Dippel and Chris Terry to discuss response to Union Pacific Proposal.

Two conversations (3/5) with Jim Pierce.

Conversation (3/10) Dennis Miller to set up meeting for 3/14.

Meeting (3/14) with Dennis Miller, Ron Whitehead, Mike Murphy and Jim Pierce at Town Hall.

Conversation with Mark Hipes (3/26) and faxed contract relating to value of property.

Two follow-up conversations with Mark Hipes on comparable sales.

Arapaho Extension Sixteen (16) Hours

Meeting (3/1) with Joel Halverson of UBS and John Gorman about impact of road on Aetna property.

Follow-up conversation with Steve Chutchian and then response to Joel about parking issue.

Meeting (4/6) with Joel Halverson about additional dedications from Aetna property. Follow-up conversation with Angela Washington.

Conversation with Kyle Ray of TU and faxed plats on the impact of road through their property. Follow-up calls and faxes. Conversations with Jerry Rider. Follow-up calls to Jerry Rider. Conversations with Tom Owens and Jerry Rider. Meeting on site with Tom, Mike Murphy, Steve Chutchian and Jim Pierce. Follow-up with Jerry Rider.

Conversations with Mike Murphy and Jim Pierce.

Meeting (3/16) with City Attorneys and Engineering Department staff concerning ROW easements and legal instruments for various properties along the Arapaho Extension.

Conversations with Ken Dippel and Bob Hall concerning the Nile Properties title.

Conversations with Mike McMahan about adjustments in acquisition from his property.

Conversation (4/10) with Mike McMahan. Co-ordinated closing process with Mike, Angela and title company. Received easement from Steve Chutchian. Talked with Mike McMahan. Faxed information to title company and Angela.

Conversations and meeting (4/6) with Beth Owen of Funfest concerning construction easements. Conversations with Holly Jones of AMF and Ann Garris of AMF. Another meeting (5/16) with Beth Owen. Follow-up calls with Ann Garris.

Meeting and follow-up conversations with Michael Pienado of Lincoln Property about AMB Property. Conversations with Angela and Mike.

Conversations with City Staff, and various representative of Racetrac Petroleum. Faxed information to Bill Milam.

Conversations with Ken Dippel.

Marsh Lane Waterline

Three (3) Hours

Conversations with Michelle Abraham and Larry Grigsby. Meeting (3/5) with Larry Grigsby and Apartment Manager on site and at Brooks Apartment office.

Meeting 4/16 with Larry Grigsby and Management of Brooks Apartments.

Conversations with various Management staff for Greenbrook Apartments.

Subsequent conversations with Larry Grigsby and Chuck Robertson and Mike Murphy concerning Brooks Apartment property. Conversations with Chuck Rubenstein on terms and compensations. Conversations with City Staff. Coordinated agreement.

Conversation with Bobby Kennedy and receive approved agreements (3/8).

Conversation with Betty Cohessa (4/7). Numerous conversations to determine new ownership. Conversation and faxes to Ron Bruce of Basic Capitol. Follow-up with city staff and Angela Washington on receipt of agreement.

Meeting (4/10) with City Attorneys and Engineering staff to update all property. Another meeting (5/8). Follow-up conversations with Angela Washington.

Conversation with owners of Marcellos Restaurant. Follow-up with City Staff. Conversations and faxes to Larry Golman. Picked up agreement from Larry Golman and delivered to Steve Chutchian.

Addison Road Excel ROW

Six (6)Hours

Meetings with Northern Trust Bank about acquisition of ROW along Addison Road.

Conversations with and sent information to the Atrium about ROW.

Conversations with Lance Ellis. Sent revised drawing to Lance.

Meeting with Steve Chutchian and conversations with Steve Chutchian. Received plat on Atrium inspected property. Follow-up with Lance on import and problems for their agreement to conveyance.

Called O'Connor of Investco about ROW along Addison Road. Conversations with John Raphael. Sent and discussed impact on property. Conversations with Steve Chutchian and Chris Terry on the three (3) properties.

TWENTY EIGHT (28)

\$ 2,380.00

Thirty three (34) Hours at \$85.00 per hour.....\$2,890.00

SZC

Please remit to: Pat Haggerty Company, Inc.
c/o Campbell Company of Dallas, Inc.
16475 Dallas Parkway, Suite 700

O.K. to
PAY AS 2,380
SZC
6/4/01