

AP3 COOESP.

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 4/6/05

Claim # _____

Check \$ 18688⁷³

Vendor No. 19

Vendor Name MAS TEC

Address 4747 IRVING BLVD 221

Address DALLAS TX 75247

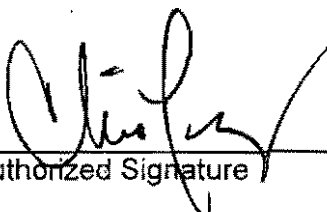
Address _____

Zip Code _____

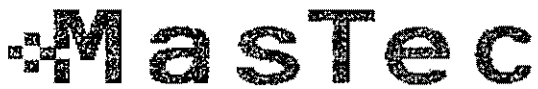
INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
054231603077						18688.73

TOTAL 0.00
18688.73

EXPLANATION INTER CONNECT ONE WASH LANE


Authorized Signature

Finance



MasTec North America, Inc. - Dallas

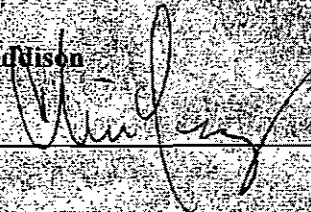
4747 Irving Blvd., Suite 221
Dallas, Texas 75247 (214) 571-2500

Remit To: P.O. Box 931471
Atlanta, GA 31193-1471

Invoice Number 054231603077

Date 25-Mar-05

Town of Addison
Attn: Jenny Nicowander
16801 Westgrove Rd
Addison, Texas 75001-9010

Qty	Description	Unit Price	Total
	<p>Work Performed For: Marsh Lane Emergency Water Interconnection Addison, Texas</p> <p>MasTec Project Number: CGD-1234-0542316 MasTec Agreement Number: C405-01-010 Work Order Number: 005 Town of Addison Purchase Order Number: S000113 Original Purchase Order Amount: \$53,720.00</p> <p>Description of Work: Provide manpower and equipment to complete all necessary tasks for the Marsh Lane 16" Water Main Interconnection for the Town of Addison. Additional work required:</p> <p>Supplement Amount:</p> <p>Accepted: Town of Addison</p> <p>By: </p>		<p>\$18,688.73</p>

Subtotal \$18,688.73

Total \$18,688.73

Terms: Pay Upon Receipt Unless previously agreed by written contract.
MASTEC takes necessary measures to perfect lien rights on all projects with past due invoices.
If applicable, all sales and use taxes have been paid by MASTEC on this project.

TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO

DATE: 4/6/05

Claim # _____

Check \$ 53720⁻

Vendor No. _____

Vendor Name MAS TEC

Address 4747 IRVING BLVD

Address # 221

Address DALLAS TX 75247

Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
<u>054231603066</u>						<u>53720⁻</u>

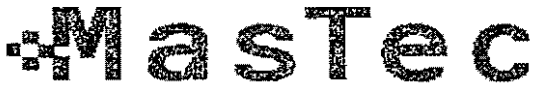
TOTAL ~~0.00~~

53720

EXPLANATION INTERCONNECT ON MARSH LANE


Authorized Signature

Finance



MasTec North America, Inc. - Dallas

4747 Irving Blvd., Suite 221
Dallas, Texas 75247 (214) 571-2500

Remit To: P.O. Box 931471
Atlanta, GA 31193-1471

Invoice Number 054231603066

Date 25-Mar-05

Town of Addison
Attn: Jenny Nicewander
16801 Westgrove Rd.
Addison, Texas 75001-9010

Qty	Description	Unit Price	Total
	<p>Work Performed For: Marsh Lane Emergency Water Interconnection Addison, Texas</p> <p>MasTec Project Number: CGD-1234-0542316 MasTec Agreement Number: C405-01-010 Work Order Number: 005 Town of Addison Purchase Order Number: S000113 Original Purchase Order Amount: \$53,720.00</p> <p>Description of Work: Provide manpower and equipment to complete all necessary tasks for the Marsh Lane 16" Water Main Interconnection for the Town of Addison.</p> <p>Lump Sum Amount:</p> <p>Accepted: Town of Addison</p> <p>By: </p>		<p>\$53,720.00</p>
		Subtotal	\$53,720.00
		Total	\$53,720.00

Terms: Pay Upon Receipt Unless previously agreed by written contract
MASTEC takes necessary measures to perfect lien rights on all projects with past due invoices.
If applicable, all sales and use taxes have been paid by MASTEC on this project.

JERRY
F. H. I.



Mr. Ben Withered
Project Manager
Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Re: Surveyor Blvd. Traffic Control Plan

March 15, 2005

Dear Ben:

The Town of Addison has review and accepted the submitted traffic control plan for Surveyor Blvd.

Although this plan is acceptable, this doesn't relieve Archer Western Contractors, Ltd. from the requirement in the General Traffic Control Notes found on the Contract Drawing, sheet TC-1, page 27.

Thank you,

A handwritten signature in black ink, appearing to read "Guy Van Baulen".

Guy Van Baulen
HNTB Corporation

Cc: Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation
File



Archer Western
Contractors

March 6, 2005

HNTB
5910 W Plano Parkway
Plano, Texas 75093
Attn: Mr. Guy Van Baulen

RE: Town of Addison
Labor Burden

CC: Steve Chotchan, Town of Addison
↓
Jenny:
F. to I.



Dear Guy:

Archer Western Contractors has received your letter dated February 8, 2005 regarding our claim to a labor burden. We are aware that the general project is to follow the COG specifications and specific sections of the project are to follow the Texas Department of Transportation specifications and that the COG states all reasonable costs for additional work. Burden is reasonable cost in road construction as well as all other types of work. Burden is applied to all labor costs. Your letter requests that Archer Western Contractors submit all costs proposals with actual labor rates and seems to imply that the Town of Addison does not pay burden.

Archer Western Contractors pays burden on every hour of every employee. So, therefore Archer Western Contractors does wish to claim a burden on all labor. The Texas Department of Transportation recognizes burden is an actual cost to all labor and applies a standard rate of 55% on all cost proposals and time and material work per section 9.4 of TxDot specifications.

Archer Western Contractors has included for your information a breakdown of payroll burden and typical calculation of an hourly employee for your review and approval.

Please respond in writing that the 55 % burden rate is acceptable to the Town of Addison for all additional work.

If you require additional information, please contact me at 817-640-3898 or 817-401-7202.

Sincerely,

Ben Withered
Project Manager

Encl: A-W payroll burden
Labor burden breakdown

Cc: Don Good



Archer Western
Contractors

February 16, 2005

To Whom It May Concern:

The following is a break down of the payroll burden for Archer Western Contractors, Ltd.

Hourly Employees

FICA – 6.2% of gross
Medicare – 1.45% of gross
Health Insurance – employee only \$0.90 per hour worked
Employee and family \$2.30 per hour worked
Pension Plan – 2.25% of gross
PLPD (Property Liability and damage) – 2.5% of gross
Comp Rate – depending on craft
Federal Unemployment - .008% of the first \$7000.00 per year
State Unemployment – 2.9% of the first \$9000.00 per year

Salaried Employees

FICA – 6.2% of gross
Medicare – 1.45% of gross
Health Insurance and Pension Plan – 10% of gross
PLPD (Property Liability and damage) – 2.5% of gross
Comp Rate – depending on craft
Federal Unemployment - .008% of the first \$7000.00 per year
State Unemployment - 2.9% of the first \$9000.00 per year

If you have any questions or require additional information, please call me at 817-640-3898.

Sincerely,
ARCHER WESTERN CONTRACTORS, LTD

Fran Waller
Payroll Administrator

Archer Western Contractors, Ltd. Labor Burden Breakdown

Base Rate	Workers Comp	FIGA	Medicare	Health Insurance	Pension	PLPD	Fed Unemployment	State Unemployment	Subtotal %	Subtotal \$	Total \$ in %	Total %	Total \$
	5203												
\$ 10.00 /HR	18.79%	6.20%	1.45%	\$ 2.30 /HR	2.25%	2.50%	\$.03 /HR	\$.13 /HR	31.19%	2.46	24.60%	56.79%	\$ 6.56 /HR

Federal Unemployment .008% on 1st \$7000/year or \$56 / year @ 2000 Hrs / Year = \$.03 / hr

Federal Unemployment 2.9% on 1st \$9000/year or \$261 / year @ 2000 Hrs / Year = \$.13 / hr

PLPD = Property Liability and Damage

Workers Compensation

Tx5203 Concrete - Bridge or Culverts 18.79%

Health Insurance

Employee Only \$.90 / Hr Worked
Employee and Family \$ 2.30 / Hr Worked

HNTB

Mr. Ben Withered
Project Manager
Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Re: Extra Work Labor Burden

February 8, 2005

Dear Ben:

In review of several proposals that Archer Western Contractors, Ltd. has submitted with a breakdown for the estimate labor time and cost. It was recognized that all labor rates were at a high rate. After discussing this with Archer Western Contractors, Ltd. personal it was expanded that all labor rate were being adjusted as per the TXDOT specification, section 9.4 for extra work.

A reminder to Archer Western Contractors, Ltd. that this project is not a TXDOT project and that it contract is following the North Central Texas Council of Governments 4th edition, Section 109.3, which indicates compensation will be made for all reasonable costs of labor, material, supplies, tools, equipment or machinery etc.

Therefore, the Town of Addison is requesting Archer Western Contractors, Ltd to submit all cost proposals with an actual labor rates for their estimates for the compensation of extra work performed.

If Archer Western Contractors, Ltd. wishes to claim a labor burden, the town of Addison request Archer Western Contractors, Ltd. to submit their actual burden for review and approval.

Please advise us of any actions you will take.

Thank you,


Guy Van Baulen
HNTB Corporation

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation
Michael Ebeling, HNTB Corporation



Permit Movement Conditions and Curfews

1. Permittee must adhere to described route (if applicable).
2. Vehicles permitted may travel through any highway construction or maintenance area provided the dimensions do not exceed the construction restrictions posted by the Department.
3. Loads not exceeding 10' wide or 100' long with legal front and rear overhang may travel at night on the Interstate Hwy. System only. Escorts not required. Loads are restricted to 14' wide, 16' high, and 110' long on the six major holidays.
4. When one escort is required, escort should be in front on non-divided highways and in rear on divided highways.
5. Daylight movement only unless otherwise specified.
6. Concrete beams: up to 150' long may convoy in groups of four with front and rear escorts. Up to 180' long may convoy in groups of two with front and rear escorts. Loads may not travel more than 1000' feet apart.
7. Movement of a permitted vehicle is prohibited when the road surface is hazardous due to rain, ice, sleet, snow, wind, or highway maintenance/construction work (see second statement) or when visibility less than 2/10 of one mile
8. It is the responsibility of the permittee to clear any overhead obstruction or utility line.
In addition, all utility companies or other entities must be contacted in advance, as required by the utility or entity, to assist in clearing the obstruction. Loads must use designated truck routes in: Andrews, Crane, & Kermit.
9. It is expressly understood that The Texas Department of Transportation shall not be responsible in any way for any damage of whatever nature that may result from the movement of the described vehicle and load over Texas highways, and that all such responsibility is hereby accepted to behalf of the applicant.
10. This oversized and/or overweight permit is issued on the condition that the applicant will comply with all laws and rules relating to the movement of oversized and/or overweight vehicles and/or equipment on Texas highways. Violations of any laws or rules formally adopted by the Texas Department of Transportation regarding the movement of oversized and/or overweight vehicles and/or equipment will cause this permit to be null and void and may subject the applicant to being cited for violation of Texas size and weight laws. This permit does not authorize the vehicle(s) to exceed the manufacturer's fire load rating FMCSR §393.75(f).

City	Curfew Movement Restriction	Time	Days
Austin	Over 12' wide or 95' long	7-9 a.m. & 4-6 p.m.	M-F
Bandera: SH173/SH16	All permit loads (Sept.-May)	7-9 a.m. & 3-5 p.m.	M-F
Carrizo Springs: FM1556)	All permit loads (Sept.-May)	3-4 p.m.	M-F
Dallas County	Over 12' wide or 95' long	7-9 a.m. & 4-6 p.m.	M-F
Dallas: IH635	Over 12' wide or 95' long from IH35E to IH30	7-9 a.m. & 3-7 p.m.	M-F
Dallas	Overwidth loads may not travel inside LP12	7-9 a.m. & 4-6 p.m.	M-F
Forney	All permit loads from IH20 to US80	7-9:30 a.m. & 2-4:30 p.m.	M-F
Denton/Lewisville	Over 12' wide or 95' long	7-9 a.m. & 4-6 p.m.	M-F
El Paso	Over 12' wide or 95' long	7-9 a.m. & 4-6 p.m.	M-F
Hallettsville: US77/US90A *	All permit loads (August-May)	7:30-8:15 a.m. & 3-3:45 p.m.	M-F
Hooks-New Boston	No loads over 14' wide on US82	6-8 a.m. & 3-5 p.m.	All Days
Houston*	All permit loads	7-9 a.m. & 4-6 p.m.	M-F
Jasper	Over 16' wide	7:30-8:30 a.m. & 3-4 p.m.	M-F
Karnack	Over 14' wide from US59 to LP499	6-8 a.m. & 3-5 p.m.	All Days
Kerrville: SH27	No permit loads: from FM783 to LP534	7-8:15 a.m., 11:30 a.m.-1:15 p.m., 3:30-5:30 p.m.	M-F
Kerrville: SH16	No permit loads: from SH27 to LP534	7-8:15 a.m., 11:30 a.m.-1:15 p.m., 3:30-5:30 p.m.	M-F
Lubbock*	All permit loads	7-9 a.m. & 4-6 p.m.	M-F
San Antonio	Over 12' wide or 80' long using cloverleaf on NW LP1604	7-9 a.m. & 4-6 p.m.	M-F
San Antonio*	No permit loads on or inside LP1604	7-9 a.m. & 4-6 p.m.	M-F
Tarrant County*	All permit loads (s/p mobile cranes exempt)	7-9 a.m. & 4-6 p.m.	M-F
Texarkana	All permit loads over 12' wide	7-9 a.m. & 4-6 p.m.	M-F
Vidor&Beaumont (including IH10 between Vidor/Beaumont)	All permit loads	7-9 a.m. & 4-6 p.m.	M-F
Waco: IH35 FR	No permits from N.US77 to FM308	7-8 a.m.	M-F
Waco: IH35	Over 10' wide from SH6 to N.LP340	7:30-8:15 a.m. & 4:45-5:30 p.m.	M-F
Waco: US77	Over 10' wide from BU77s to FM3148	7:30-8:15 a.m. & 4:45-5:30 p.m.	M-F
Waco: FM3051	Over 10' wide from BU77 to FM1637	7:30-8:15 a.m. & 4:45-5:30 p.m.	M-F
Waco: FM1695	Over 10' wide from US84 to FM2063	7:30-8:15 a.m. & 4:45-5:30 p.m.	M-F
Waco: FM3223	No width from SH6 to FM1695	7:30-8:15 a.m. & 4:45-5:30 p.m.	M-F
Whitehouse: SH110	All permit loads 8/15-6/5	7-8 a.m. & 2:30-3:30 p.m.	M-F
Wichita Falls	Over 12' wide or 95' long	7-9 a.m. & 4-6 p.m.	M-F

*Permit loads that are overweight only are exempt from curfew

For more information, call the Texas "One-Stop-Shop" Toll Free number at 1-800-299-1700 or visit our website at www.dot.state.tx.us (Select "Trucking and Vehicle Storage Facilities").

Weekly Meeting Agenda

Date: Tuesday March 15, 2005
Time 10:00 A.M.
Location: Field Office

Arapaho Road Phase III

I. Safety Issues

II. Submittals

III. Old Business

1. The roadway grades at the brickyard will not tie into the Railroad tracks. Jennie is looking into this. 10-26. HNTB needs a RFI from A/W. The grades will be adjusted. 11-2. Andrew and HNTB will review the grades today. 11-2.

A/W has requested a revised plan sheet for this area. 11-30.

HNTB is in the process of revising plan sheets.

Nothing yet. 12-28.

No reply yet 1-04-05.

Nothing yet. 1-11-05.

A/W received the revised plan sheet on 1-20-05 and is reviewing. 1-25-05.

Chris and Andrew are checking. 2-1.

A/W has sent an RFI (# 71) concerning the elevation conflicts.

Are revisions forthcoming?

Chris Langford forwarded information to Daniel 2-23-05

HNTB Issued Revised Plan Sheets

A/W will review and install per sheets ←

IV. Change Orders

1. Ben and Andrew have finalized the following prices and will forward to Addison and HNTB on 3/16/05:

- SRlice*
- A. Irrigation at Comfort Suites
 - B. Tee and valve on 16" water line

2. Ben would like to schedule meeting with Addison and HNTB to discuss Paint Pricing.

TUES - early 8 or 9

*on site paint not
budgeting on price*

V. New Business

Clear coat really expensive

A/W received revised blow off details from HNTB on 3/9/05. We are pricing and proceeding with this revised detail. A/W is also proceeding with the pricing and installation of the 3" Air Release Valve per HNTB direction.

V. Misc.

↳ Send DWU file to Andrew

VI. Schedule

1 Review Weekly Schedule

60" down on 10th

Water from reservoir

Can't handle by normal means

Dave Robinson to come out @

11:00 to look situation

ARAPAHO ROAD

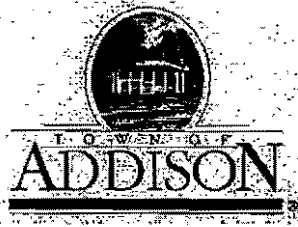


Activity Description	Prod	Current Week							Next Week							Following Week							SUBS/NOTES
		M 14	T 15	W 16	T 17	F 18	S/S 19	M 21	T 22	W 23	T 24	F 25	S/S 26	M 28	T 29	W 30	T 31	F 1	S/S 2				
Dirt and Utilities																							
Excavate/Embank Brickyard							/	X	X	X	X	X	/						/				
Line A & B (Surveyor)							/	X	X	X	X	X	/						/				
Line A (Midway)							/						/						/	WAITING ON TXU			
Line A Laterals							/	X	X	X	X	X	/	X	X	X	X	X	/				
60" Water Line Lowering		X	X	X	X	X	/	X	X	X			/						/				
Test S.S. Lines A & B							/						/	X	X	X	X	X	/				
Bridge Work																							
Drilled Shafts Abt. 15							/	X	X	X			/						/	Starting 3/21			
Caps		X	X	X	X	13	/	X	X	X	X	14	/	X	X	X			/				
Abutment # 1			X	P	X	X	/	X					/						/				
Set Shore Towers in Midway							/						/						/	WAITING ON TXU			
Set Beams Span # 9							/						/						/	WAITING ON TXU			
Set Steel Arch							/						/						/	WAITING ON TXU			
Set Beams Span 1-8							/	X	X	X	X		/						/				
Retaining Walls																							
CIP Retaining Wall # 1							/						/						/				
CIP Retaining Wall # 2		X	X	X	X	X	/	X	X	X	X	X	/						/				
MSE walls 1,2,5		X	X	X	X	X	/	X	X	X	X	X	/	X	X	X	X	X	/				

ARAPAHO ROAD



Activity Description	Prod	Current Week							Next Week						Following Week						SUBS/NOTES
		M	T	W	T	F	S/S	M	T	W	T	F	S/S	M	T	W	T	F	S/S		
		14	15	16	17	18	19	21	22	23	24	25	26	28	29	30	31	1	2		
Miscellaneous																					
Clean 60" RCP @ Brick Yard						/						/		X	X	X	X	X	/		
Inlets						/			X	X	X	/		X	X				/		
Midway Crossing						/						/							/		
Backfill						/						/							/	WAITING ON TXU	
Place Asphalt at Midway						/						/							/	WAITING ON TXU	
Switch Midway to Outside Lanes						/						/							/	WAITING ON TXU	
Surveyor Crossing						/						/							/		
Detour Traffic						/	II					/							/		
Place Asphalt at Surveyor						/						/							/		
Paving at Surveyor - South Bound						/						/		X	X	X			/		



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

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

March 14, 2005

Don Good
Archer Western Contractors LTD.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Re: Arapaho Phase 3 – Railroad Bid Item

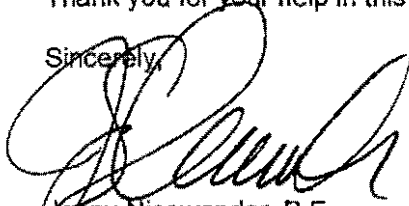
Mr. Good,

This letter is to confirm the deletion of 1-bid item that will be removed with the next change order. Bid Item 155 "*Install and Furnish Concrete Railroad Crossing*) will be removed from this contract.

If you have any questions regarding this matter, please do not hesitate to contact Jenny Nicewander at 972-450-2860 or myself at 972-450-2886.

Thank you for your help in this matter.

Sincerely,



Jenny Nicewander, P.E.
Project Manager

Cc: file
Guy Van Baulin – HNTB Corp.

HNTB Job # 25768
VIA Hand Delivered
Date: March 9, 2005

Letter of Transmittal

To: Ben Withered
Archer Western Contractors, Ltd.
15150 Surveyor Blvd.
Addison, TX 75001



Regarding: DWU Details for 10" Air Release System

We are forwarding to you:

Estimates Plans Prints
 Reports Shop Drawings Samples
 Change Order Disk Copy of Letter
 Book Other

# of Copies	Drawing #	Last Dated	Code	Description
1	Plan View	3-8-05		Replacing Plan Detail on Dwg. DWU-1, page 118A
1	Section E - E	3-8-05		Replacing Section View Detail on Dwg. DWU-1, page 118A
1	Section F - F	3-8-05		New Section View Detail for 10" Air Release System

These are transmitted:

For approval As requested Copies for distribution
 For your use Resubmit For Review & comment
 Return Copies for review No exception taken
 Corrected prints Submit Amend and resubmit
 Make corrections noted

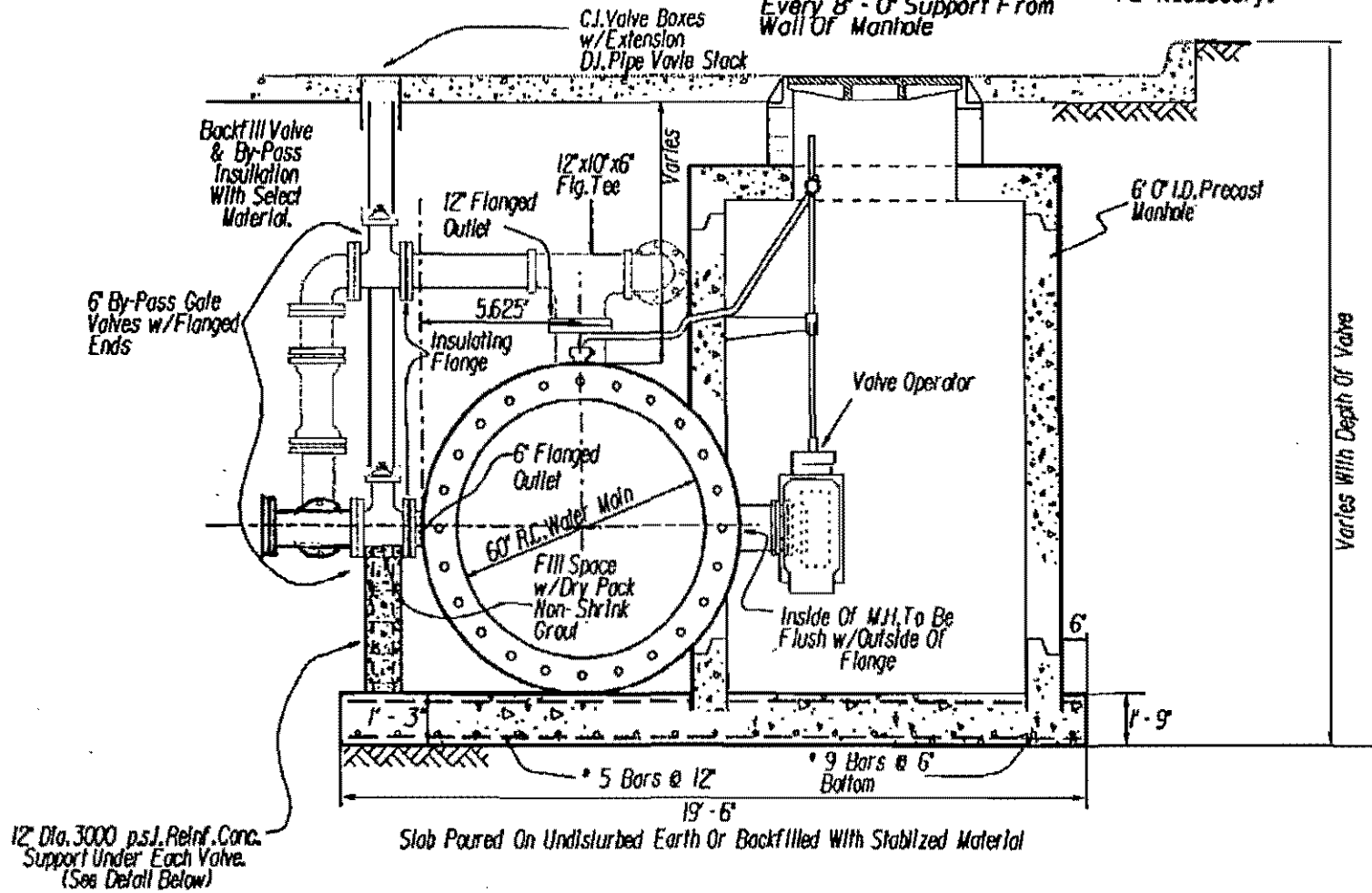
Please note:

By: 
Guy Van Baulen
HNTB Corporation

Copy to: Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation
File

NOTE: Contractor To Furnish Stem Support Brackets Every 8'-0" Support From Wall Of Manhole

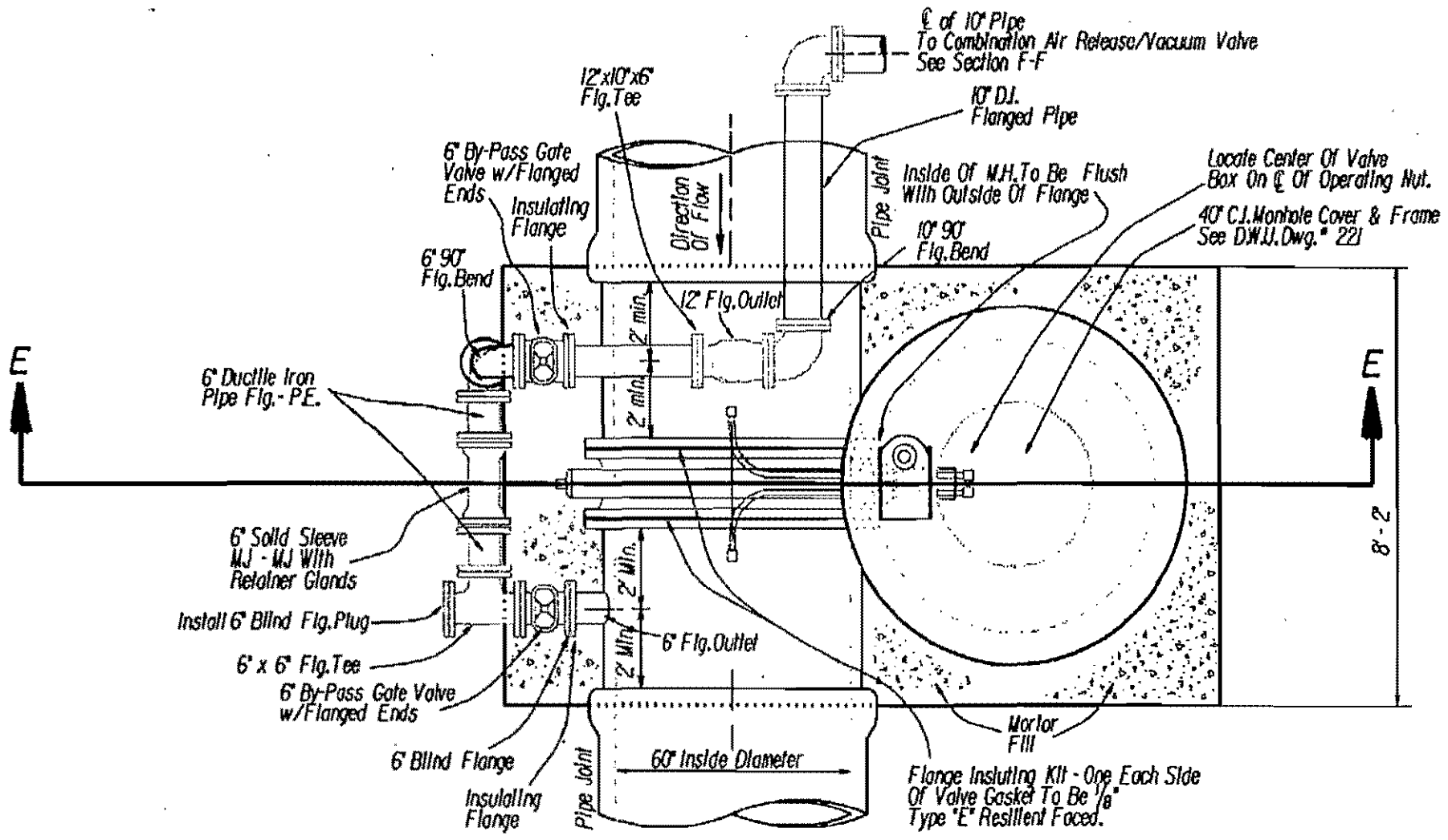
NOTE: Contractor To Provide Valve Operator Extension As Necessary.



SECTION E - E

(Not to Scale)

SEMBLY



PLAN

(Not to Scale)

HNTB Job # 25768
VIA Arapaho Road - Phase III
Date: March 9, 2005

**Letter of
Transmittal**

To: Steve Chutchian
Town of Addison
P.O. Box 9010
16801 Westgrove Drive
Addison, TX 75001



Regarding: Existing Site Condition prior to Construction

We are forwarding to you:

Estimates Plans Prints
 Reports Shop Drawings Samples
 Change Order Disk Copy of Letter
 Book Other

# of Copies	Drawing #	Last Dated	Code	Description
1		8/11/04		Preconstruction Video of Job Site & ROW

These are transmitted:

For approval As requested Copies for distribution
 For your use Resubmit For Review & comment
 Return Copies for review No exception taken
 Corrected prints Submit Amend and resubmit
 Make corrections noted

Please note:

By: Guy Van Baulen, EIT

Copy to: File

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006



Request for Information Response

March 9, 2005

Originator: Andrew Scheermann

RFI Number: R-AW071

Subject: Roadway Grades at Rail Road Tracks

Request: Archer Western Contractors, Ltd. has reviewed the revised roadway profile grades in relation to the existing rail road crossing grades, and discovered that the revised grades project below the existing railroad crossing grades by as much as 4 inches in some areas.

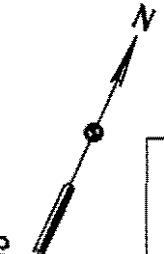
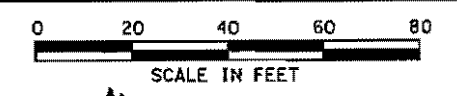
Response/Action Taken:

Attached to this response are three contract drawing with the grade elevation shown along the roadway curb line. The information included on the plans should answer all questions above.

By: 
Guy Van Baulen, EIT
HNTB Corporation

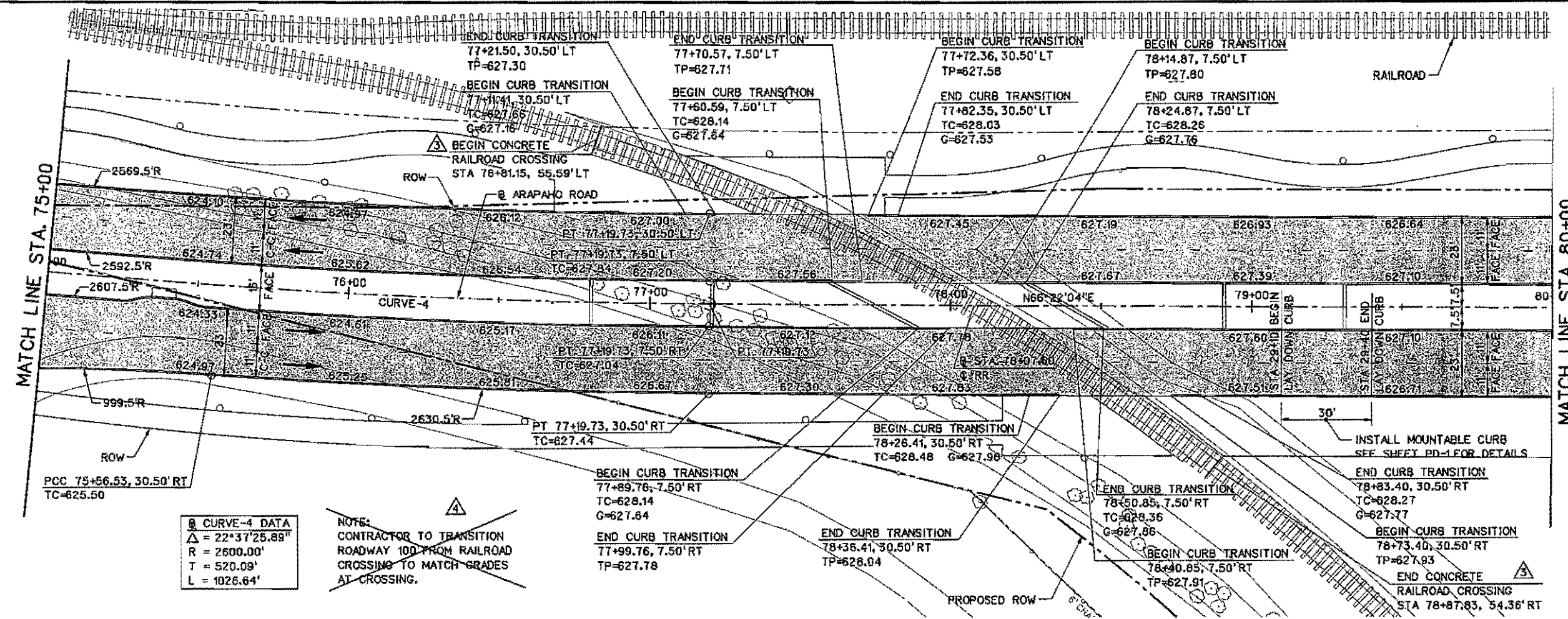
Date: March 9, 2005

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation



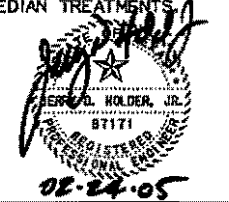
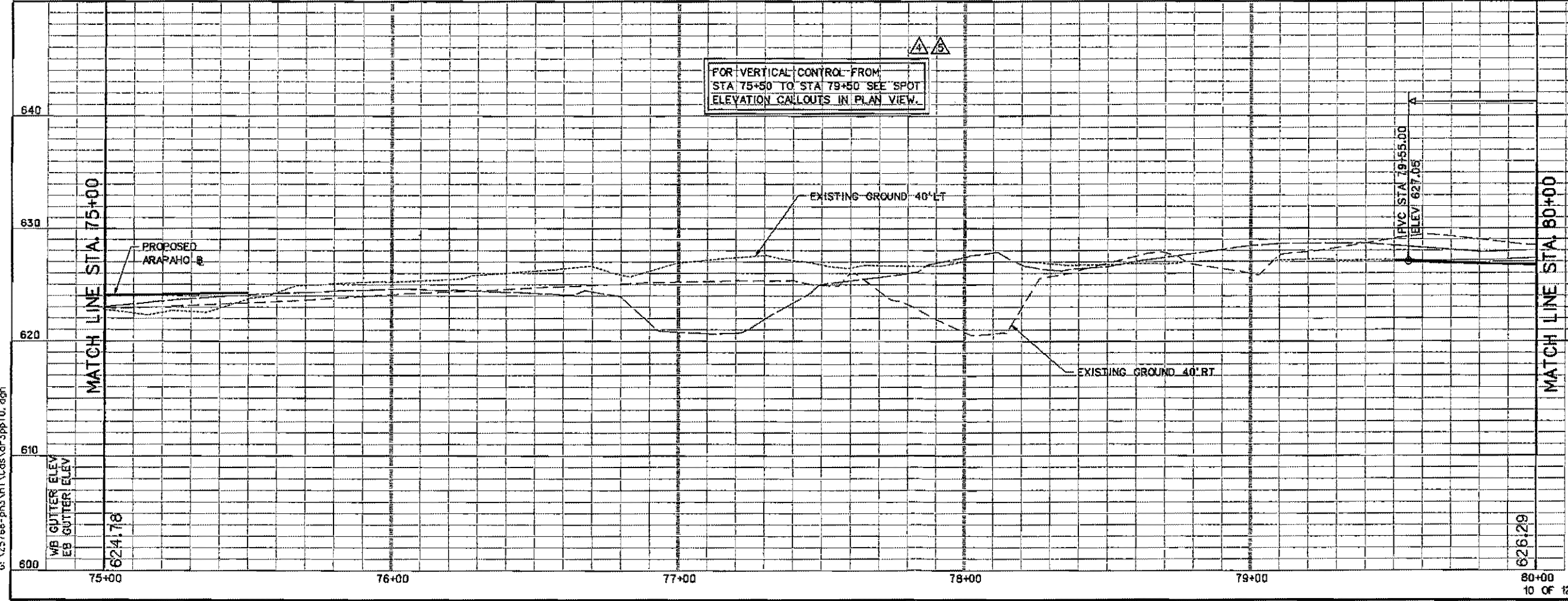
LEGEND

- EXISTING CURB
- PROPOSED CURB
- TP=XXX.XX TOP OF PAVEMENT ELEVATION
- TC=XXX.XX TOP OF CURB ELEVATION
- G=XXX.XX GUTTER ELEVATION
- CR CURB RETURN
- FENCE
- FIRE HYDRANT
- ⊛ LIGHT POLE
- POWER POLE
- /MH SAN. SEWER MANHOLE
- TT SIGN
- ⊛ TL TRAFFIC SIGNAL
- ☁ VEGETATION
- TREE
- WATER LINE
- TEMPORARY CONSTRUCTION EASEMENT
- ▨ PROPOSED PAVING
- ▩ BRIDGE



NOTE:
 CONTRACTOR TO TRANSITION
 ROADWAY 100' FROM RAILROAD
 CROSSING TO MATCH GRADES
 AT CROSSING.

FOR VERTICAL CONTROL FROM
 STA 75+50 TO STA 79+50 SEE SPOT
 ELEVATION CALLOUTS IN PLAN VIEW.



NO.	DATE	REVISION	APPROV.
5	2-24-05	REVISED GUTTER SPOT ELEVATIONS	WSF
4	1-17-05	REVISED GUTTER SPOT ELEVATIONS	JON
3	5-24-04	ADDED NOTES	JSN

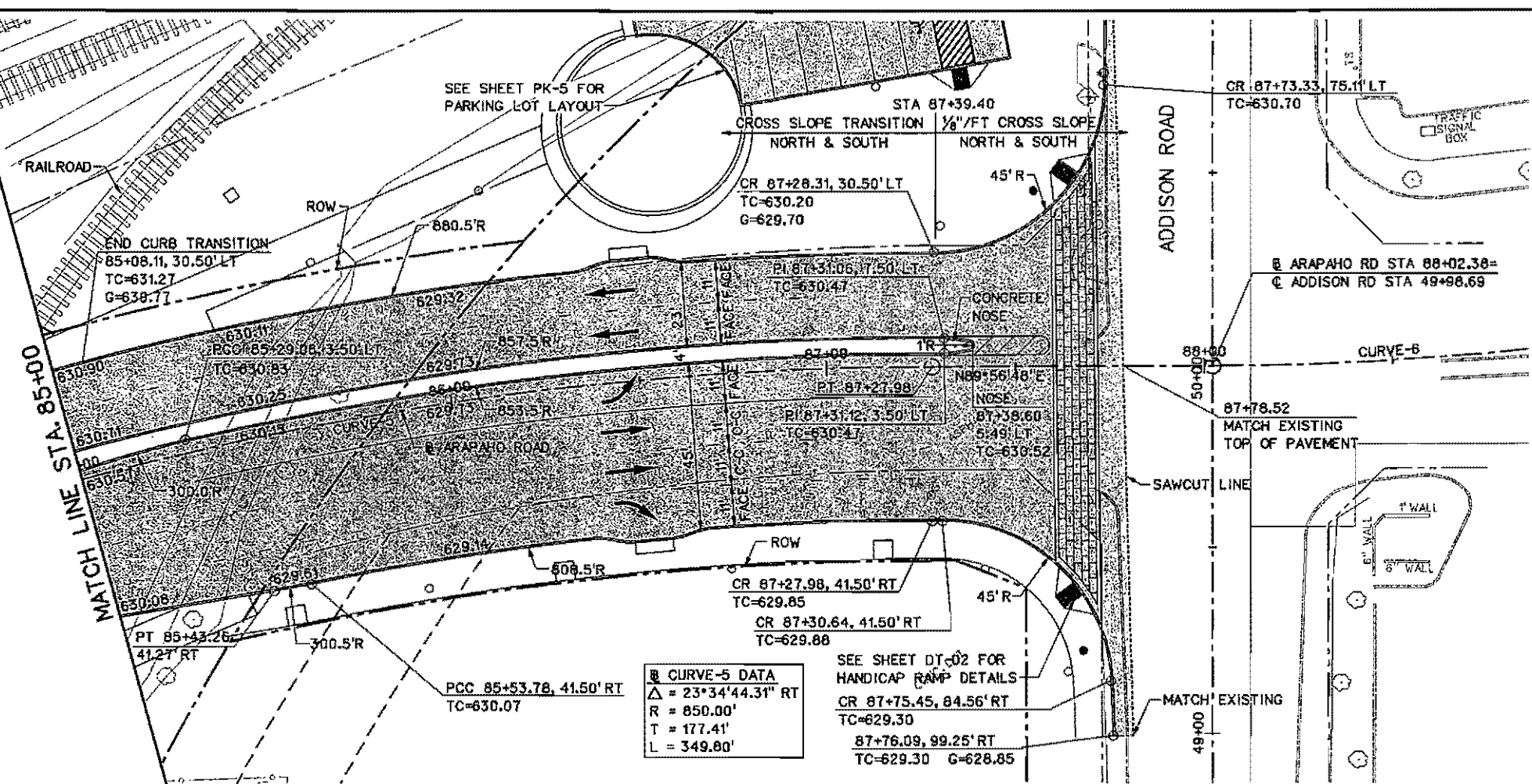
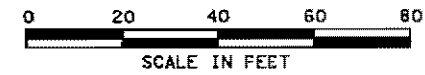
HNTB ARCHITECTS ENGINEERS PLANNERS
 The HNTB Companies

ARAPAHO ROAD - PHASE III
 SURVEYOR BOULEVARD TO ADDISON ROAD
 PAVING PLAN AND PROFILE
 STA 75+00 TO STA 80+00

TOWN OF ADDISON, TEXAS

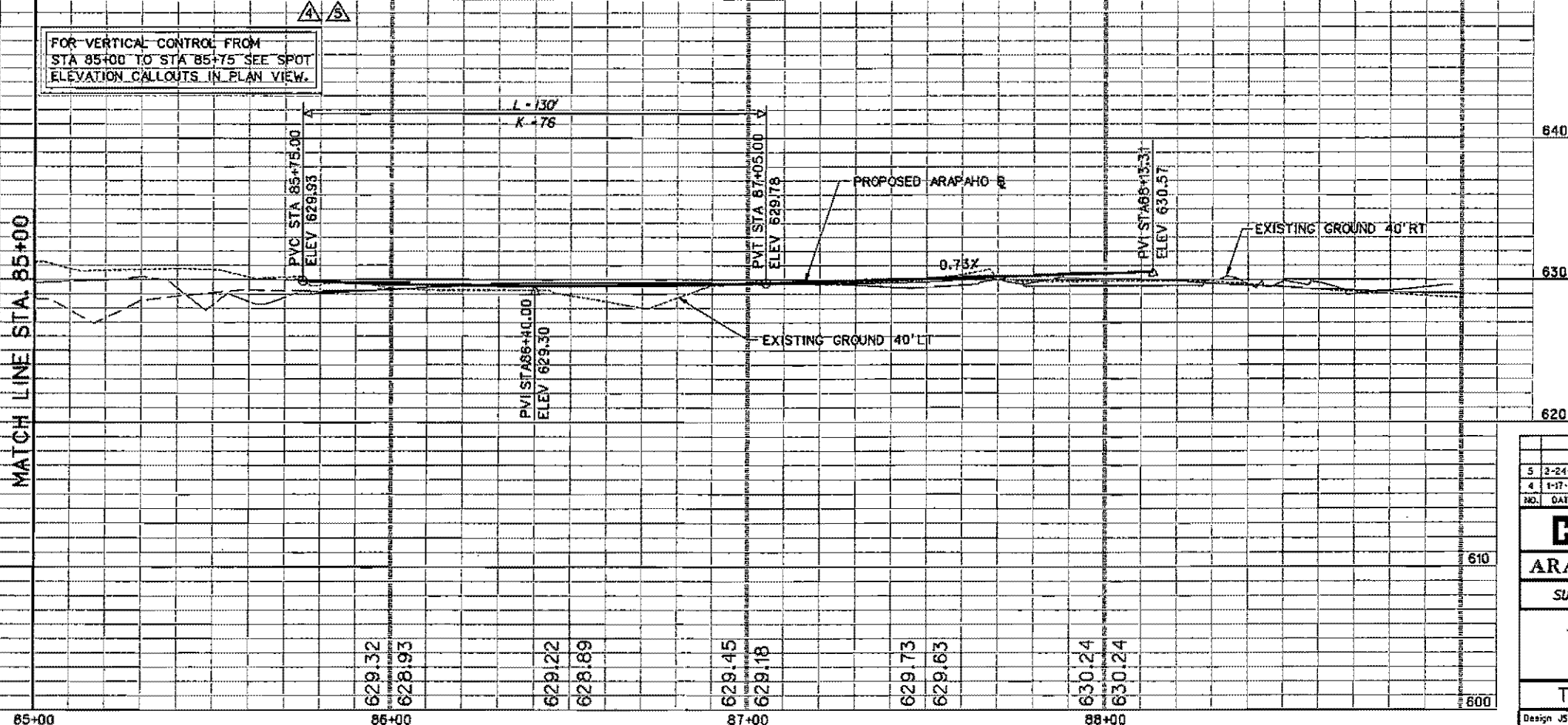
Design	JSN	Drawn	GFS	DATE	APRIL 04	SCALE	H: 1" = 20' V: 1" = 5'	PROJECT NO.	25769	SHEET NO.	PP-10
Check	JDH	Check	JSN								

24-FEB-2005 15:09 G:\25769\pha\h1\pds\var\3pp\10.dgn



LEGEND

- EXISTING CURB
- PROPOSED CURB
- TP=XXX.XX TOP OF PAVEMENT ELEVATION
- TC=XXX.XX TOP OF CURB ELEVATION
- G=XXX.XX GUTTER ELEVATION
- CR CURB RETURN
- ✕ FENCE
- FIRE HYDRANT
- ⊛ LIGHT POLE
- POWER POLE
- MH SAN. SEWER MANHOLE
- ⊞ SIGN
- ✕ TL TRAFFIC SIGNAL
- ⊞ VEGETATION
- TREE
- W WATER LINE
- - - TEMPORARY CONSTRUCTION EASEMENT
- ▨ PROPOSED PAVING
- ▩ BRIDGE



- NOTES:**
1. ALL DIMENSIONS AND CALL OUTS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
 2. SEE SHEET IG-1 FOR INTERSECTION GRADING PLAN.
 3. REFER TO SITWORK AND LANDSCAPING PLANS FOR ADDITIONAL MEDIAN TREATMENTS.

[Signature]
 D. HOLDER, JR.
 REGISTERED PROFESSIONAL ENGINEER
 87171
 02-24-05

NO.	DATE	REVISION	APPROV.
5	2-24-05	REVISED GUTTER SPOT ELEVATIONS	WSF
4	1-17-05	REVISED GUTTER SPOT ELEVATIONS	JSH

HNTB ARCHITECTS ENGINEERS PLANNERS
 THE HNTB COMPANY

ARAPAHO ROAD - PHASE III
 SURVEYOR BOULEVARD TO ADDISON ROAD
 PAVING PLAN AND PROFILE
 STA 85+00 TO STA 87+88

TOWN OF ADDISON, TEXAS

Design JSH	Drawn GFS	DATE	SCALE	PROJECT NO.	SHEET NO.
Check JSH	Check JSH	APRIL 04	H: 1" = 20' V: 1" = 8'	25766	PP-12

24-FEB-2005 15:09
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Mr. Ben Withered
Project Manager
Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Re: Installation of TXU Electrical

March 3, 2005

Dear Ben:

On March 3, 2005, the Subcontractor to TXU will be mobilizing to install the 2-way manhole located in the Arapaho Road R.O.W. at the approximate station 25+35 along Storm Sewer Line A.

At this time, the Town of Addison is requesting Archer Western to hold off on the installation of the Line 'A' Storm Sewer box culvert between the stations 25+25 to 25+50.

Thank you,

A handwritten signature in black ink that reads "Guy Van Baulen". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Guy Van Baulen
HNTB Corporation

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation
Michael Ebeling, HNTB Corporation



Mr. Ben Withered
Project Manager
Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Re: Lowering of 60" DWU main

March 2, 2005

Dear Ben:

Pursuant to the Town of Addison's request to shutdown the 60" Water Main, commencing on March 7, 2005, and DWU agreement to same, let this letter serve as notice that Archer Western Contractors, Ltd. may begin work at that time.

Please advise me of your actual start date, your final schedule sequence of work and all Emergency Contacts prior to starting work for distribution.

Thank you,

A handwritten signature in black ink, appearing to read "Guy Van Baulen", is written over a horizontal line.

Guy Van Baulen
HNTB Corporation

Cc: Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation
Michael Ebeling, HNTB Corporation
Cassia Sanchez, Dallas Water Utilities
File



Mr. Ben Withered
Project Manager
Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Re: Duration of the Phase III

February 24, 2005


Dear Ben:

For several weeks I have been discussing with Archer Western's Superintendent, Don Good, the locations in which TXU's contractor will be to perform the installation of the new electrical duct bank and manholes. As you know, this work cannot be performed along the East side of Midway Road without a right lane closure for the northbound traffic, until Archer Western has completed Phase II traffic pattern.

The Town of Addison is requesting Archer Western, upon the change over to the Phase III traffic control pattern hold off the installation of the Line 'A' Storm Sewer box culvert between the stations 25+25 to 25+50. This will allow the TXU contractor to install a 2-way manhole and the electrical duct bank across the proposed Arapaho Road R.O.W. The Town is aware this will cause work to stop on some bid items and is prepared to review and compensate Archer Western for any reasonable delays.

Archer Western Contractors, Ltd. is to continue to work on the installation of the proposed new 10" sanitary sewer across Midway Road connecting the previously installed new 10" sanitary sewer and existing 5" service line for the Rink.

Thank you,


Guy Van Baulen
HNTB Corporation

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation
Michael Ebeling, HNTB Corporation

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006



Request for Information Response

February 23, 2005

Originator: Andrew Scheermann

RFI Number: R-AW070

Subject: Relocation of SS Manhole in Midway Blvd.

Request:

Archer Western has as-built the existing 5" Line from the skating Rink and discovered that the line is +/- 1.5' below the proposed SS line B. After discussion between HNTB and Town of Addison, We will relocate the Manhole as detailed on attached sketched.

Please confirm this relocation and specify 5" tie in details.

Response/Action Taken:

The contractor is to install the 10" sanitary sewer as per the faxed (RFI) sketch. Due to the depth of the existing 5" sanitary service from the Rink, the relocation of the drop manhole along the proposed 10" sanitary sewer line and the tie-in of the sanitary service for the Rink located in the eastern most lane of Midway Road is acceptable. The contractor should select the type of PVC pipe based on the depth as determined in the field. The manufacturer should be consulted for adequacy of PVC pipe used in the situation.

The new 6" PVC sanitary service line shall be tie-into the Manhole with an internal drop as per the contract drawings.

By: 
Guy Van Baulen, EIT
HNTB Corporation

Date: February 23 2005

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006



Request for Information Response

February 24, 2005

Originator: Andrew Scheermann

RFI Number: HNTB- H

Subject: Lateral A-1: "Y"-Inlet possible conflict

Request:

As discussed in the field with Archer Western Superintendent, the location of the Y-Inlet and that the top of the inlet protrudes above the existing ground elevation, that this would create a possible elevation hazard in the existing pavement.

Response/Action Taken:

To prevent a hazard within the pavement, it will be acceptable to change the top of the 'Y'-inlet from a raised concrete slab with an access manhole casting to a 30"x 30" Bass & Hayes single grate casing top. Prior to any work on the above referenced subject, Archer Western Contractors, Ltd. is provide the different in cost for placing a new 30"x 30" Bass & Hayes single grate casing top on the 'Y'-inlet, in lieu of forming a casting-in-place concrete slab top with the manhole access frame and cover for review and approval.

A handwritten signature in black ink that reads "Guy Van Baulen". The signature is fluid and cursive.

By: Guy Van Baulen, EIT
HNTB Corporation

Date: February 24, 2005

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation



Mr. Ben Withered
Project Manager
Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Re: Lowering of 60" DWU main

February 24, 2005

Dear Ben:

On Tuesday February 22nd, during the Weekly progress meeting, it was confirmed that the work on the new interconnection for the City of Farmers Branch water supply system had begun and would be performed by the end of the week.

This letter will serve as notification that Archer Western Contractors, Ltd. may now begin to reschedule the work on the 60" DWU main lowering starting on or about March 7th.

Thank you,

A handwritten signature in black ink, appearing to read "Guy Van Baulen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Guy Van Baulen
HNTB Corporation

Cc: Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation
Michael Ebeling, HNTB Corporation

16801 Westgrove
Addison TX, 75001
Phone: 972-450-2860
Fax: 972-450-2837

Town of Addison

FAXED

Fax

To: Guy VanBaulin **From:** Jenny Nicewander
Fax: 972-361-0065 **Date:** March 7, 2005
Phone: **Pages:** 5
Re: DWU water line letter **CC:**

Urgent For Review Please Comment Please Reply Please Recycle

•Comments: Please let me know if you have any other questions regarding this fax.

ALSO ATTACHED:

DRAWINGS CASSIA SENT OVER LAST WEEK.



dallas water utilities
city of dallas

March 4, 2005

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

Dear Mr. Chutchian:

We have received your letter dated March 2, 2005 and are prepared to allow the shutdown of the 60" transmission line beginning March 7th.

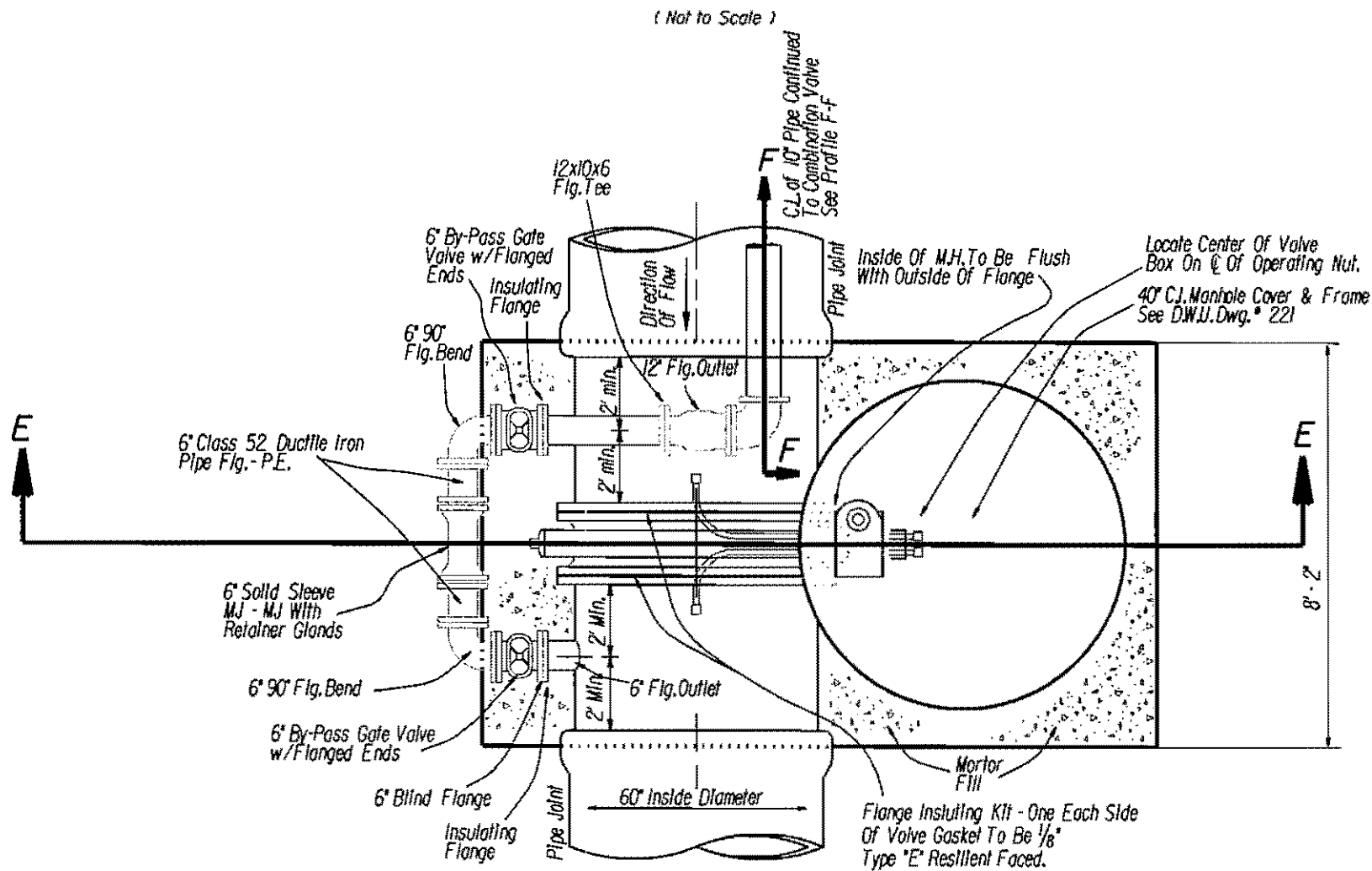
We appreciate your cooperation and willingness to work with us to help ensure our system's integrity, as well as the other customer cities.

Sincerely,

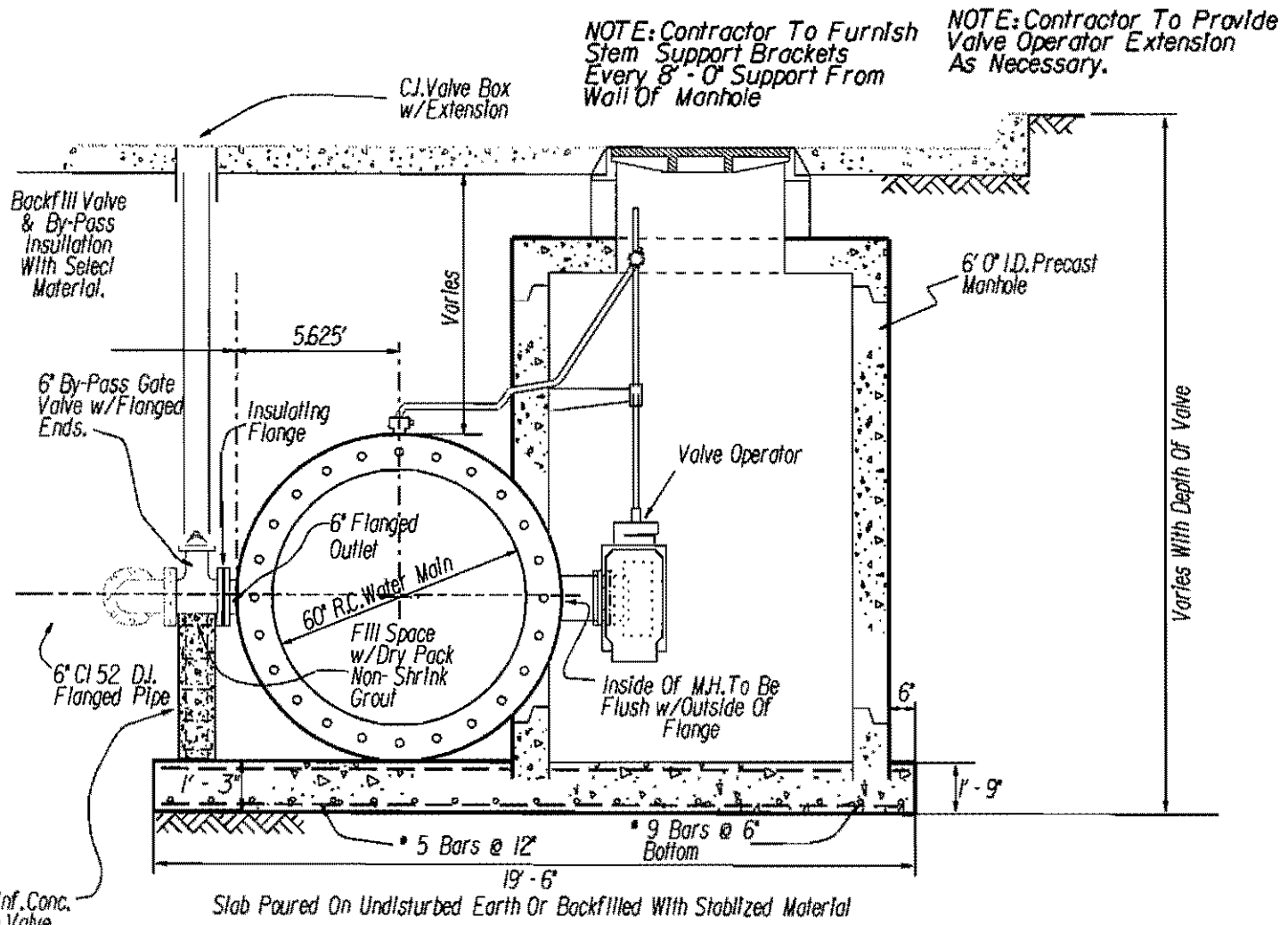
Charles E. Stringer, P.E.
Assistant Director - Water Operations

Our Vision: To be an efficient provider of superior water and wastewater service and a leader in the water industry.

Water Utilities Department • City Hall 4AN Dallas, Texas 75201
Telephone: (214) 670-3146

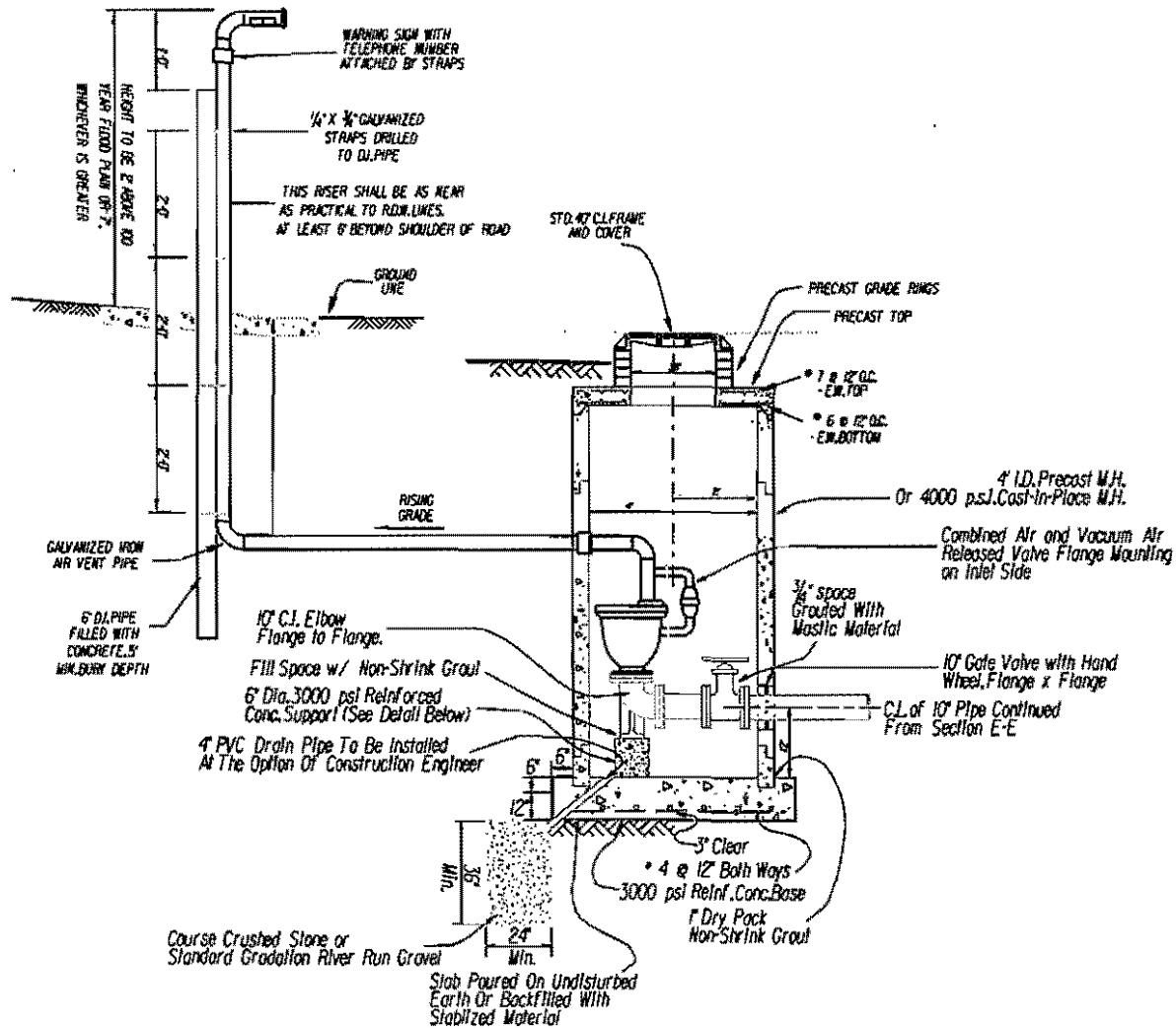


PLAN

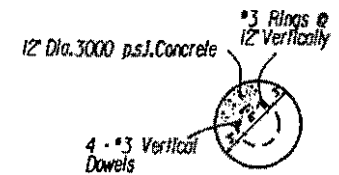


12" Dia. 3000 p.s.i. Reinf. Conc. Support Under Each Valve. (See Detail Below)

SECTION E - E



SECTION F - F



REINF. CONC. SUPPORT DETAIL

16801 Westgrove
Addison TX, 75001
Phone: 972-450-2860
Fax: 972-450-2837

Town of Addison

Fax

To: Tonya Barracks **From:** Jenny Nicewander
Fax: 214-670-1240 **Date:** 3-3-2005
Phone: 214 670 5886 **Pages:** 2
Re: **CC:**

Urgent For Review Please Comment Please Reply Please Recycle

•Comments:



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

March 2, 2005

Mr. Charles Stringer
Dallas Water Utilities
Assistant Director of Public Works
1500 Marilla
Room 4AN
Dallas, Texas 75201

Re: Arapaho Phase 3
Shutting down 60-inch Water Line

Dear Mr. Stringer,

In accordance with the agreement between Dallas Water Utilities and the Town of Addison, a portion of your 60" water transmission main that crosses under our Arapaho Road construction project is scheduled to be lowered. Your staff provided the design for these improvements, and our contractor, Archer Western, is scheduled to begin the work as early as March 7, 2005. The anticipated construction period should not exceed 14 calendar days. As you are aware, the Town recently completed the necessary interconnection of your 60" main to your 18" line that serves the eastern portion of Farmers Branch in advance of the proposed 60" lowering. In addition to lowering the main to accommodate our new box culvert, the existing in-line valve will be replaced with a new 60" valve. For your records and information, I am including the names of people involved with the project that can be contacted anytime with questions regarding this matter. These individuals are as follows:

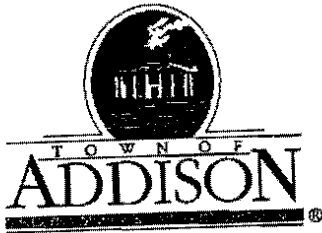
Guy Van Baulin, HNTB Corp., Construction manager, 214-317-8274, cell
Jenny Nicewander, Town of Addison, Project Manager, 972-450-2860, office
Dave Wilde, Town of Addison, Construction Inspector, 972-450-2847, office

The Town is very aware of the sensitivity of this matter to DWU, as well as the customer cities that are served by this line. If there should be some unanticipated event that would require service back up with the 60-inch line, the Town of Addison will do everything possible to get the line in working condition as quickly as possible.

Please respond to this letter at your earliest convenience to this letter with your concurrence in taking out of service the 60-inch water line. If you have any questions regarding this matter, please do not hesitate to contact me at 972-450-2871.

We greatly appreciate your timely consideration and attention to this matter.

Sincerely,
Steve Chutchian, P.E.
Assistant City Engineer



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

March 2, 2005

Mr. Charles Stringer
Dallas Water Utilities
Assistant Director of Public Works
1500 Marilla
Room 4AN
Dallas, Texas 75201

Re: Arapaho Phase 3
Shutting down 60-inch Water Line

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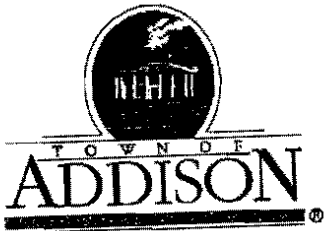
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We greatly appreciate your timely consideration and attention to this matter.

Sincerely,
Steve Chutchian, P.E.
Assistant City Engineer



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

March 2, 2005

Mr. Charles Stringer
Dallas Water Utilities
Assistant Director of Public Works
1500 Marilla
Room 4AN
Dallas, Texas 75201

Re: Arapaho Phase 3
Shutting down 60-inch Water Line

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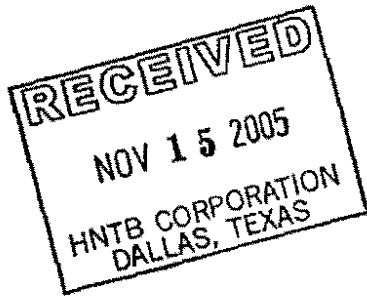
Guy Van Baulin, HNTB Corp., Construction manager, 214-317-8274, cell
Jenny Nicewander, Town of Addison, Project Manager, 972-450-2860, office
Dave Wilde, Town of Addison, Construction Inspector, 972-450-2847, office

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Please respond to this letter at your earliest convenience to this letter with your concurrence in taking out of service the 60-inch water line. If you have any questions regarding this matter, please do not hesitate to contact me at 972-450-2871.

We greatly appreciate your timely consideration and attention to this matter.

Sincerely,
Steve Chutchian, P.E.
Assistant City Engineer



February 15, 2005

Letter: HNTB -33

HNTB
5910 W Plano Parkway
Suite 200
Plano, Texas 75093
Attn: Mr. Guy Van-Baulen

RE: Town of Addison
Arapaho Road Phase III
Project No. 04-22
Field Charges for Waiting of TXU Subcontractors

Dear Guy:

On February 11, 2005, Archer Western had scheduled to switch traffic on Midway road from Phase I to Phase II. Archer Western completed the work necessary to switch traffic to phase II and was ready to switch traffic but, TXU'S subcontractor was not complete with their work by 2:30 PM as scheduled. Archer Western's crews were held up for 3 hours before the traffic switch could be completed. Attached is a field charge showing personnel and equipment effected by the delay. We will submit a summary of costs uncured by Archer Western because of this delay at a later date.

If you require additional information, please contact Andrew at our field office.

Sincerely,

Andrew Schrieemann
Asst. Project Manager

Enclosure

XC: Ben Withered
Don Good
File



FIELD CHARGE

WORK PERFORMED BY EMPLOYEES OF
ARCHER WESTERN CONTRACTORS, LTD.

WORK ITEM NO. _____

PROJECT: Arapaho Road Phase III

DATE OF WORK ORDER: Feb. 11, 2005

WORK ORDER NO. _____

BRIEF DESCRIPTION OF WORK PERFORMED:

Waiting on Reed Simpson (TXU) to complete their work before we could switch where traffic from phase I closure to phase II closure at Midway Rd.

WORKERS:

DATE	NAME	CLASSIFICATION	HOURS	RATE	TOTAL
2/11/05	John Griffin	Supt.	3		
2/11/05	Raul Sanchez	Fole.	3 OT		
2/11/05	Pedro Morales	P-layer	3 OT		
2/11/05	Jose Sanchez	P-layer	3 OT		
2/11/05	Fernando Sanchez	Labor	3 OT		
2/11/05	Victor Castillo	Labor	3 OT		
2/11/05	Gustavo Pinalon	oper	3 OT		

EQUIPMENT RENTAL:

DATE	EQUIPMENT/TOOLS	HOURS	RATE	TOTAL
2/11/05	Cat 928 Loader	3		
2/11/05	Termite Power Sweeper	3		
2/11/05	Ford F-250 Pick up	3		

MATERIALS USED:

DATE	MATERIALS	COST	TOTAL

The work listed above was done for your firm. If the record has not been signed, the work was done because of a previous request from you or to protect your interest. If this work is not approved by you, please notify us by return mail. You will be invoiced on the basis of this record. Applicable taxes, fringe benefits, and overhead and profits will be added when you are invoiced.

Work Performed For: _____

Signed by: _____

Date: _____

Work Performed By:
Archer Western Contractors, Ltd.

Signed by: [Signature]

Date: Feb. 11, 2005



Mr. Ben Withered
Project Manager
Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Re: Lowering of the existing 12" main

January 28, 2005

Dear Ben:

We are in receipt of letter dated January 14, 2005, in which Archer Western Contractors, Ltd. has submitted a breakdown of several Items with their Unit Prices for the above referenced Issue. As discussed verbally with Archer Western Contractors, Ltd. field Personnel on January 25th, the Town of Addison will go with Option 1 to utilizing the installation of isolation valves to help in the process to minimize the work time for lowering of the water main. But, after review of the unit price of the Isolation Valves, this unit price was found to be an unacceptable price. The Town of Addison request Archer Western Contractors, Ltd. to reassess this item and if possible resubmit a new unit price.


Archer Western Contractors, Ltd. is directed to proceed with this work so not to encounter any delay. Upon the start of this work, if an agreement hasn't been reached, HNTB Corporation as the owner's representative will treat this work as a Force Account Work, Section 109.3.2 of the NCTCOG, 4th edition so work may proceed.

In review of the work item of DLB 12" C-909 Pipe: The unit price for this item will be accepted.

For the bid items 4 & 5; "Install 12 in. Caps" and "Tie in after Testing", these two items will be dropped.

Please advise us of any actions you will take.

Thank you,


Guy Van Baulen
HNTB Corporation

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation
Michael Ebeling, HNTB Corporation



Mr. Ben Withered
Project Manager
Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Re: Extra Work Labor Burden

February 8, 2005

Dear Ben:

In review of several proposals that Archer Western Contractors, Ltd. has submitted with a breakdown for the estimate labor time and cost. It was recognized that all labor rates were at a high rate. After discussing this with Archer Western Contractors, Ltd. personal it was expanded that all labor rate were being adjusted as per the TXDOT specification, section 9.4 for extra work.


A reminder to Archer Western Contractors, Ltd. that this project is not a TXDOT project and that it contract is following the North Central Texas Council of Governments 4th edition, Section 109.3, which indicates compensation will be made for all reasonable costs of labor, material, supplies, tools, equipment or machinery etc.

Therefore, the Town of Addison is requesting Archer Western Contractors, Ltd to submit all cost proposals with an actual labor rates for their estimates for the compensation of extra work performed.

If Archer Western Contractors, Ltd. wishes to claim a labor burden, the town of Addison request Archer Western Contractors, Ltd. to submit their actual burden for review and approval.

Please advise us of any actions you will take.

Thank you,


Guy Van Baulen
HNTB Corporation

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation
Michael Ebeling, HNTB Corporation

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006



Request for Information Response

February 15, 2005

Originator: Andrew Scheermann

RFI Number: R-AW058

Subject: Street and Pedestrian Lighting Circuit requirements

Request: There is specified voltage for the street and lighting circuits.

Please provide the voltage as soon as possible so that the proper materials can be ordered.

Response/Action Taken:

The voltage for the street and pedestrian lighting is 240V.
See Submittal 16.1, comments returned to Archer Western Contractors, Ltd. on November 10, 2004.

Note: To Date Archer Western Contractors, Ltd. has not resubmitted rejected Shop Drawing submittals 14.1, 16.1 & 18.1, and submittal 15.1 for bridge street lights.

A handwritten signature in black ink, appearing to read "Guy Van Baulen".

By: Guy Van Baulen, EIT
HNTB Corporation

Date: February 15, 2005

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006



Request for Information Response

February 15, 2005

Originator: Andrew Scheermann

RFI Number: R-AW062

Subject: Conduit Run A-2

Request:

Please review Sheet 327, 328, 331 and 343


Archer Western has determined that conduit run A-2 is routed in the south T-4 Bridge Rail.

Is Archer Western's conclusion correct?

Response/Action Taken: URS Corporation

RFI#62: I read the contractor's RFI in regards to conduit run "A2" as detailed on sheet #343 (BL-22). Conduit run "A2" detailed on sheets 327, 328 & 343 is not the conduit for the arch flood lights (fixture A-2) but conduit between GB7 & GB3 and is a buried conduit.

Please verify which conduit is in question.

By: 
Guy Van Baulen, EIT
HNTB Corporation

Date: February 15, 2005

Cc: File
Steve Chutchian, Town of Addison

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006



Request for Information Response

February 15, 2005

Originator: Andrew Scheermann

RFI Number: R-AW061


Subject: Receptacle Outlet Boxes Mounting at Rail

Request: Please Review Sheet BL-11, are the receptacle outlet boxes at the T-4 Rails to be mounted on the concrete rail or recessed into the concrete, flush with the t-4 Rail face.

Please provide direction at your earliest convenience.

Response/Action Taken: URS Corporation

RFI#61: The receptacles should be recessed into the concrete rail, flush mounted.

By: 
Guy Van Baulen, EIT
HNTB Corporation

Date: February 15, 2005

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006



Request for Information Response

February 15, 2005

Originator: Andrew Scheermann

RFI Number: R-AW060

Subject: Drainage Conflict at Bullough/Lykos Parking Lot

Request:


Archer Western has discovered the Bullough/Lykos Parking Lot will not drain into inlet A-4A and will pond in the parking lot.

Please provide direction on how to resolve this drainage conflict.

Response/Action Taken:

See the attached marked sketch :

1. Remove and replace additional parking lot to the East as shown.
2. Grade replacement parking to drain to proposed inlet.

By: 
Guy Van Baulen, EIT
HNTB Corporation

Date: February 15, 2005

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

HNTB

Request for Information Response

January 28, 2005

Originator: Andrew Scheermann

RFI Number: R-AW056

Subject: Relocation Inlet A-1

Request: The plan location of inlet A-1 will locate the inlet approximately 2' west of the existing drainage flume from the storage buildings. HNTB requested the inlet be moved in to the existing drainage flume. The relocation of the inlet will take additional pipe and concrete removal and replacement.

Is this relocation and additional quantities acceptable?

Response/Action Taken:

HNTB personal directed Archer Western Contractors, Ltd. layout crew position the Y-inlet in line with the center line of the existing pavement flume. Since the intent of this inlet was to collect this runoff from this pavement flume.

1. No additional pipe will be required, since the designed 30 degree bend shown on the contract plans hasn't been install to date.
2. The additional removal of concrete pavement and placement of parking lot pavement will be paid under the contract bid items.

By: Guy Van Baulen, EIT
HNTB Corporation



Date: January 28, 2005

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

HNTB

Request for Information Response

January 25, 2005

Originator: Andrew Scheermann

RFI Number: R-AW050

Subject: Existing Utility Conflicts with Lines A & B Storm Sewer at Surveyor Blvd.

Request:

At Roadway Station 35+00/ Line A Station -1+14: (See Attached)

1. 12" Water line
2. SBC Phone Line
3. 8" Force Main - Abandoned - possible casing for Rail Road intercept
4. 3" gray conduit - Unknown

At Line A Station -1+59:

1. 3" Gas Line (PVC) - top of Gas line 594.03' - Top of A & B 10'x6'RCB 594.89'
2. The sanitary sewer line from the pump station building is in conflict with the pipe and inlet on Lateral 2.

Please Direct us how to proceed with these conflicts

Response/Action Taken:

At Roadway Station 35+00/ Line A Station -1+14:

1. Archer Western Contractors, Ltd. is direct to lower the existing 12" water main as per the contract plans and specification of this contract.
2. SBC has repaired the damage to their cables and provide a conduit protection. Archer Western Contractors, Ltd. should be able to go under the conduit with the box culvert.
3. Cut and cap the abandon 8" force main as required.
4. 3" gray conduit is the rail road intercept, protect and go under the existing conduit. Establish the conduit behind the new concrete curb.

At Line A Station -1+59:

1. The 3" gas main is been abandon.
2. Archer Western Contractors, Ltd. is direct to move the inlet the north to clear the service connection and tie the inlet into the existing 30" storm sewer along Surveyor Blvd.

By: Guy Van Baulen, EIT
HNTB Corporation

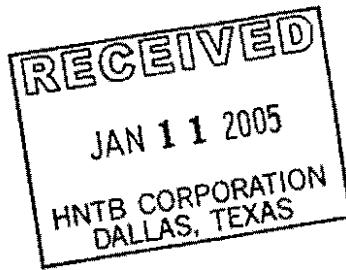


Date: January 25, 2005

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation



Archer Western
Contractors



January 11, 2005

HNTB
5910 W Plano Parkway
Plano, Texas 75093
Attn: Mr. Guy Van Baulen

RE: Town of Addison
Project No. CM 95 (150)
60" Water Main Delay

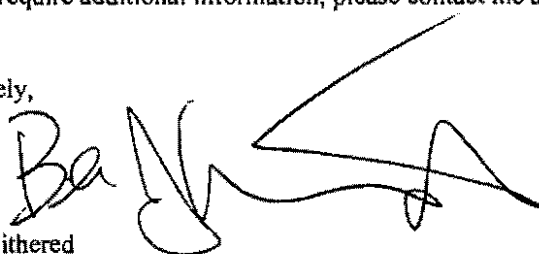
Dear Guy:

Archer Western Contractors has received your letter dated January 10, 2005 requesting that we delay the installation of the 60" waterline until an "Interconnect" can be installed by the Town of Addison and the City of Farmers Branch. This work was originally scheduled to be started November 2004 but already has been severely delayed due to the numerous changes by Grantham & Associates and DWU. As a result our utilization of equipment, schedule and other resources has been severely impacted due to these repeated delays.

Our revised schedule shows that we were to begin work on the 60" waterline again beginning January 10, 2005 as was coordinated with HNTB and DWU. However, at your request Archer Western Contractors will cease all operations pertaining to the 60" waterline until we receive written authorization to begin work. At that time Archer Western Contractors will evaluate the impact that this delay has caused to our production costs and to our schedule.

If you require additional information, please contact me at 817-640-3898 or 817-401-7202.

Sincerely,


Ben Withered
Project Manager

Cc: Don Good

ACORD CERTIFICATE OF LIABILITY INSURANCE

12/31/2005

DATE (MM/DD/YYYY)

02/14/2005

PRODUCER
 Lockton Companies
 444 W. 47th Street, Suite 900
 Kansas City Mo 64112-1808
 (816) 860-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE

INSURED
 1059807 MASTEC NORTH AMERICA, INC.
 4747 IRVING BLVD, STE 221
 DALLAS TX 75247


INSURER A. ACE AMERICAN INSURANCE COMPANY
INSURER B.
INSURER C.
INSURER D.
INSURER E.

COVERAGES MASTR-1 IC

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. SUBJECT <input type="checkbox"/> LOC.	HDOG21710969	12/31/2004	12/31/2005	EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ISA H07942461	12/31/2004	12/31/2005	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX AGG \$ XXXXXXXX
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLRCA175435 SCFC44175472 (WT)	12/31/2004 12/31/2004	12/31/2005 12/31/2005	<input checked="" type="checkbox"/> (WC STATE) (TORY) LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS:
 TOWN OF ADDISON IS ADDITIONAL INSURED AS RESPECT LIABILITY COVERAGES (EXCLUDING EMPLOYERS LIABILITY), AND LOSS PAYEE ON BUILDERS RISK POLICY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF TOWN OF ADDISON UNDER WRITTEN CONTRACT AS ALLOWED BY LAW. BUILDERS RISK FLOATER - \$2,000,000.

CERTIFICATE HOLDER 2233780 TOWN OF ADDISON ATTN: SHANNA SIMS PO BOX 9010 ADDISON TX 75001	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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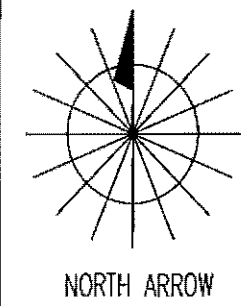
Mandi → Shaving
Lunch until 4:00

fabricating Shaving know

Mao Tec field farmer

ORDER	ACTION CODE	SUPPL. ACTION CODE	MAJOR MATERIAL DESCRIPTION	ACCT CODE	FEET		BORE	TAX DIST	REMOVALS		METERS	
					ML AMT	PL			AMOUNT	WRT DATE	ML AMT	PL
1	PLAC		5B92MT-024	822C	390	400		DB007			119	122

SPECIAL CIRCUITS N
 6203 FORWARDED N
 PERMIT REQUIRED N



OPERATING RANGE OF JOB STEPS
 LINE 1 TO 6
 SPLICE 51 TO 57
 MFRC 822C

TRANSMISSION ZONE
 RZ 0 CZ 0 TAPER CODE 122202

CAUTION HIGH VOLTAGE
 KV 0.00 AERIAL N BURIED N

HIGHWAY PERMIT NO.

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

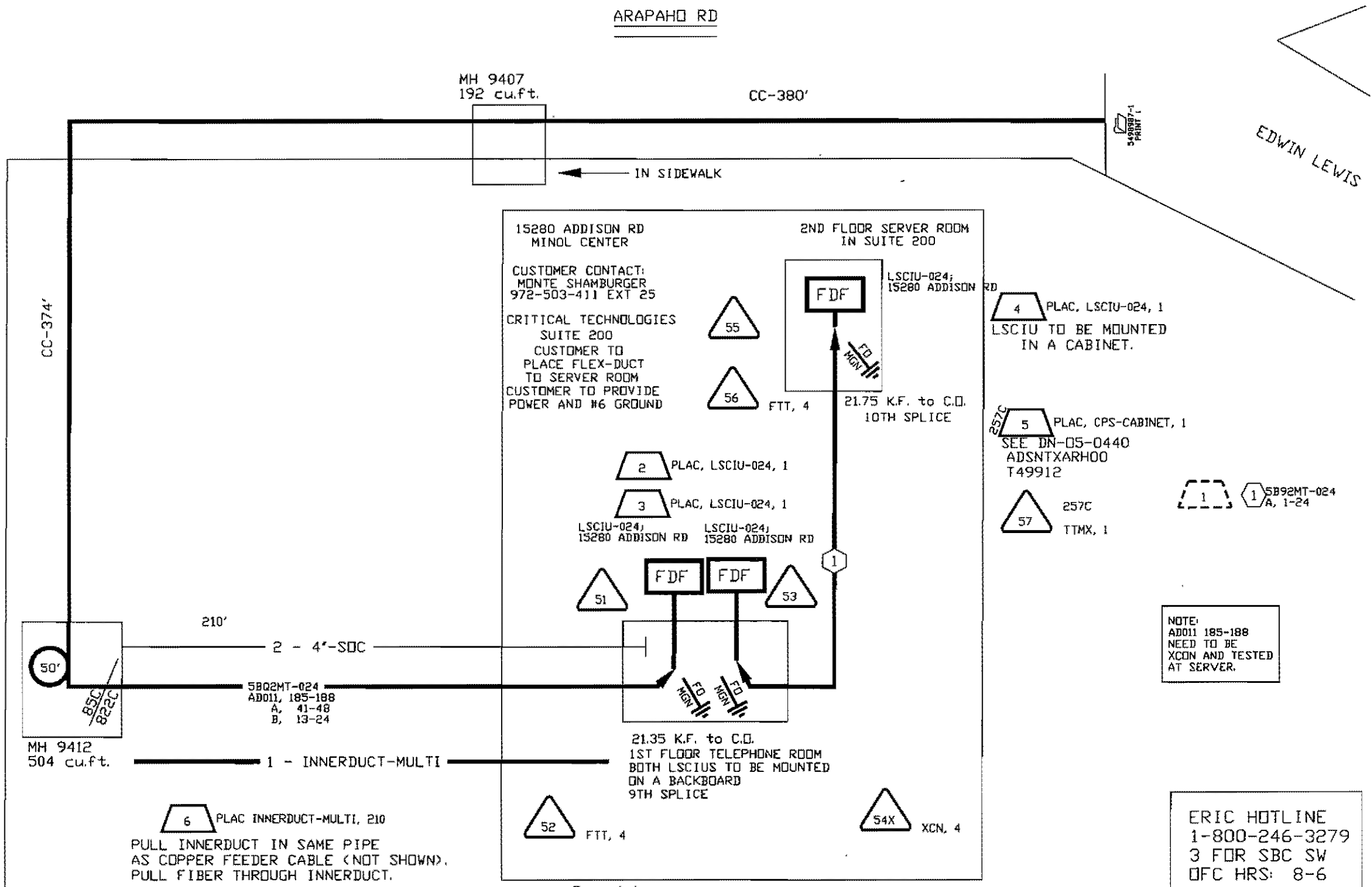
Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

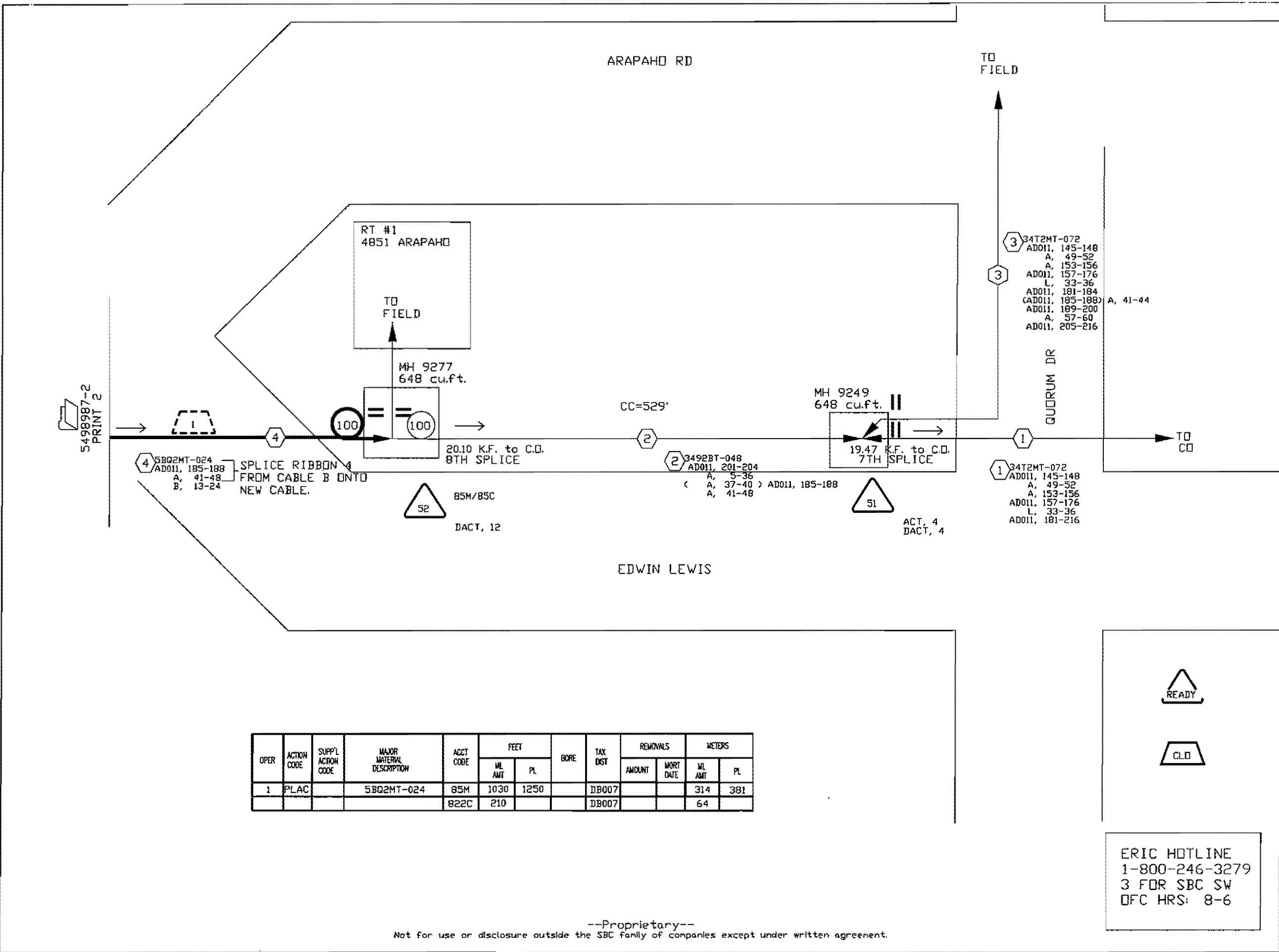
PROJECT NO 5498987

TOT.PRINTS 2 PRINT NO.2
 NPA/NNX: 972-239 PRT:972239
 EXCH. ADDISON
 TAX DIST. DB007 CMC TDN
 GEO LOC. TM8239
 ENGR. JB DRAWN RE
 TELEPHONE NO. (214) 920-0183
 REC. REF. 697-645-66
 MAP REF. 14 C
 SCALE NONE
 ISSUE DATE 02/11/2005
 PROJ TITLE 15280 ADDISON RD 5498987
 REV. NUMBER
 DATE REV.

ADDISON RD



--Proprietary--
 Not for use or disclosure outside the SBC Family of companies except under written agreement.



SPECIAL CIRCUITS N
 6203 FORWARDED N
 PERMIT REQUIRED N

NORTH ARROW

OPERATING RANGE OF JOB STEPS

LINE 1 TO 1
 SPLICE 51 TO 52
 MFRC BSM

TRANSMISSION ZONE
 RZ 0 CZ 0 TAPER CODE 122202

CAUTION HIGH VOLTAGE
 KV 0.00 AERIAL N BURIED N
 HIGHWAY PERMIT NO.

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

PROJECT NO 5498987

TOT.PRINTS 2 PRINT NO.1
 NPA/NNX: 972-239 PRT:972239
 EXCH. ADDISON
 TAX DIST. DB007 CMC TDN
 GEO LOC. TMB239
 ENGR. JB DRAWN RE
 TELEPHONE NO. (214) 920-0183
 REC. REF. UG-90
 MAP REF. 14 D
 SCALE NONE
 ISSUE DATE 02/11/2005
 PROJ TITLE 15280 ADDISON RD 5498987
 REV. NUMBER
 DATE REV.

READY

CLO

ERIC HOTLINE
 1-800-246-3279
 3 FOR SBC SW
 OFC HRS: 8-6

OPER	ACTION CODE	SUPPL ACTION CODE	MAJOR MATERIAL DESCRIPTION	ACCT CODE	FEET		BORE	TAX DIST	REMOVALS		METERS	
					ML AMT	PL			AMOUNT	WORT DATE	ML AMT	PL
1	PLAC		SBQ2MT-024	85M	1030	1250		DB007			314	381
				822C	210			DB007			64	

--Proprietary--
 Not for use or disclosure outside the SBC family of companies except under written agreement.

Project:	Arapaho Road – Phase III
Client:	Town of Addison, Texas
Report No.:	2
Time Period:	12/18/04 through 12/24/04
Prepared By:	GVB

Work Started or Progressed

- Traffic Shift @ Midway Rd. – Three to Two Lanes – Phase I
- 10” Sanitary Sewer Installation to Station 12+50 and continuing.
- Drilling and Placement of Concrete for Bridge Foundation Bents 6 to 9
- Installation of Storm Sewer Box Culverts Line A & B
- Installation of Lateral for inlet along Line A & B Storm Sewer
- Placement of the Bridge Columns Bents 6 to 9
- Excavation of Roadway and Site at Brickyard

Work Completed

- Storm Sewer Box Culvert Line A & B between Station 1+50 back to 0+90
- 10” Sanitary Sewer installed Station 10+00 to 12+50 (East of Midway Rd)
- Bridge Foundation (Drill Shafts) Bents 4, 5, 9-1, 9-2, 9-3 & 9-6
- Bridge Substructures (Columns) Bents 3, 4, & 5

Work Scheduled to be Performed During Next Week

- **Utility Crossing of Storm Sewer Box Culvert Line A & B, 10” Sanitary Sewer and Lowering of the Existing 16” Water Main at Midway Rd.**
- **Continue 10” Sanitary Sewer to the East.**
- **Bridge Foundation – Bent 9, then remaining Bents**
- **Bridge Substructures – Columns Bent 6 to 8 and Bent 9 Base**
- **Maintain Midway Traffic Lane Shift**
- **Brickyard site work**





Mr. Ben Withered
Project Manager
Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Re: Shutdown of 60" DWU main

January 24, 2005

Dear Ben:

On Friday January 21st, the Town of Addison held a meeting with Dallas Water Utility, Farmer Branch and the designers to solve the water requirements of the City of Farmers Branch water supply system while the 60" water main is shutdown.

The Town of Addison is requesting Archer Western Contractors, Ltd. to reschedule the work on the 60" DWU main until such by pass is designed and install on the Dallas Water Utility 60" main.

At the present time the lowering of the 60" water main will have to be rescheduled for the Month of March to work with Dallas Water Utility schedule.

Please advise us of any actions you will take.

Thank you,

A handwritten signature in black ink, appearing to read "Guy Van Baulen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Guy Van Baulen
HNTB Corporation

Cc: Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation
Michael Ebeling, HNTB Corporation

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

HNTB

Request for Information Response

January 24, 2005

Originator: Andrew Scheermann

RFI Number: R-AW055

Subject: RCB Closure Detail

Request: The attached RCB Closure Detail will be used on RCB Closures

Response/Action Taken:

The attached detail is approved with the following revisions:

1. Dowel #4 bars 8" into all walls for both boxes, not 6". Epoxy as noted.
2. There shall be an 8" min. lap splice.
3. If the space between the boxes is greater than 1.0 ft, then along with the doweling, the case-in-place walls shall be constructed as per the 9'x5' Box Culvert TXDOT detail #SCC-9.

By: Guy Van Baulen, EIT
HNTB Corporation

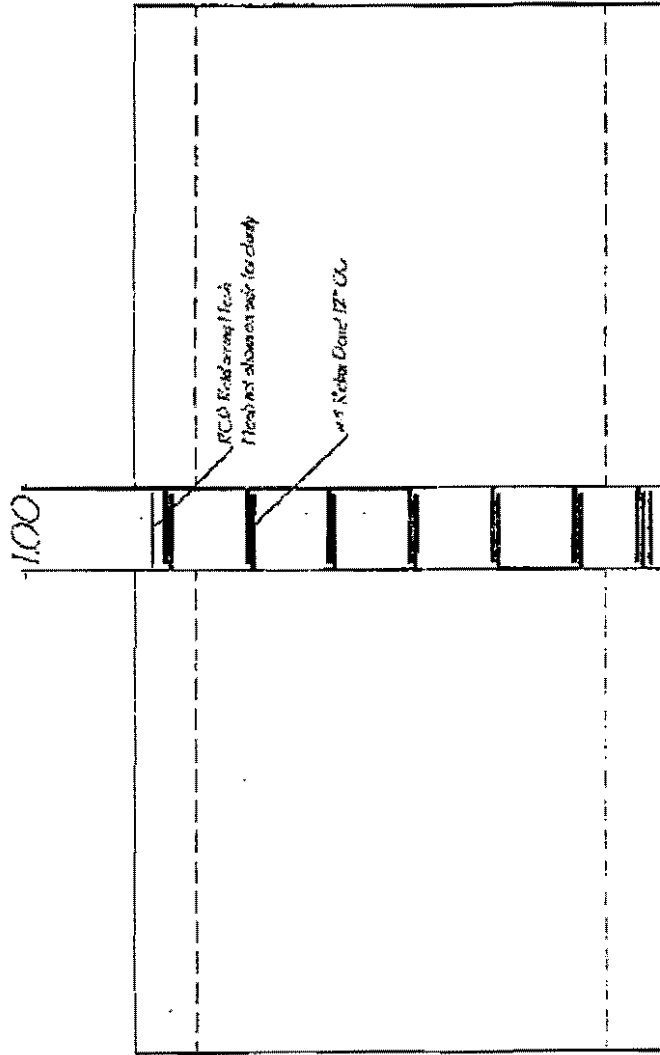


Date: January 24, 2005

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation

RF155

RCB Closure Pour



8' min. lap splice

Reinforcing #4 dowels at 12" OC Extending to within 2" of the opposite wall. Rebar Doweled and Epoxied 8' into Box.

Layer of box mesh attached to dowels

Concrete is TxDot Class C

REQUEST FOR INFORMATION

PROJECT No. Arapaho Phase II

RFI # 55

Date : January 18, 2005

Submitted To:
 HNTB
 5910 W. Plano Parkway, Ste 200
 Plano, Texas 75093
 Guy Van Baulen

Submitted By:
 Archer Western Contractors, Ltd.

 Andrew Schneemann

Subject	Discipline	Co-Author	Copies to
RCB Closure Detail	Civil		

Cost Impact	Amount	Schedule Impact	Days	Drawing Impact
Unknown	Unknown	Unknown	Unknown	Unknown

Information Requested:

Please Review the attached RCB Closure pour detail

The attached RCB Closure Detail will be used on all RCB Closures.

Please inform Archer Western if you have any comments. We will proceed with this detail if no comments are received.

Response:

The attached detail is approved with the following revisions:

1. Dowel #4 bars 8" into each box, not 6". Epoxy as noted.
2. There shall be an 8" min. lap splice.

If you have any questions, please let me know.

KADURA

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

HNTB

Request for Information Response

January 24, 2005

Originator: Andrew Scheermann

RFI Number: R-AW052

Subject: Inlet B-7 Conflict

Request: Archer Western Contractors, Ltd. has reviewed the response to our RFI 40 concerning conflicts with lateral B-7. We have concluded that inlet B-7 is still in conflict with the DWU 60" waterline, based on pothole HNTB pothole information. The attached section A-A illustrates the conflict.

Please direct us how to proceed with these conflicts.

Response/Action Taken:

1. Move the Inlet 3.5ft to the South, or offset 38.27' LT
2. Use a 50 degree bend at the same PI point as the bend location on the RFI#40 response
3. All flow lines to remain the same.

By: Guy Van Baulen, EIT
HNTB Corporation



Date: January 24, 2005

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation

REQUEST FOR INFORMATIONPROJECT No. Arapaho Phase IIIRFI # 52Date : January 11, 2005

HNTB
5910 W. Plano Parkway, Ste 200
Plano, Texas 75093
Guy Van Baulen

Archer Western Contractors, Ltd.

Andrew Schneemann

Revised Lateral and Inlet B-7 Location

Civil

Unknown

Unknown

Unknown

Unknown

Unknown

Please Review the attached Plan view and section.

Archer Western has reviewed the response to our RFI 40 concerning conflicts with lateral B-7. We have concluded that inlet B-7 is still in conflict with the DWU 80" waterline, based on pot-hole HNTB pot-hole information. The attached section AA illustrates the conflict.

Please Direct us how to Proceed with these conflicts

- move inlet 3 1/2' to south, OR offset 38.27' LT
- use a 50° bend @ same P-I points
- PE's to remain same
- let me know about re-issuing sheets

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006



Request for Information Response

January 20, 2005

Originator: Andrew Scheermann

RFI Number: R-AW051

Subject: Gas Main Conflict at Midway Rd.

Request: Archer Western Contractors, Ltd. asking for solution to the conflict with the existing gas main and the existing concrete slab with the bottom of the Line A box culvert.

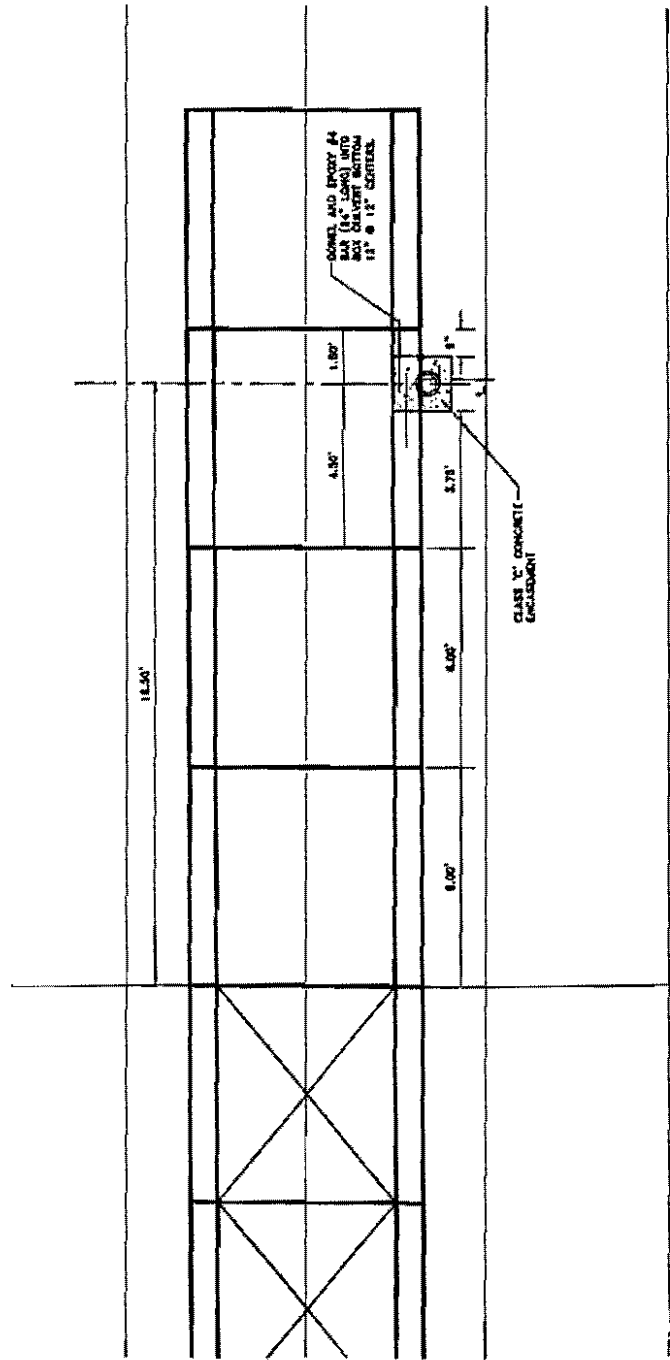
Response/Action Taken:

1. To clear the gas main, Archer Western Contractors, Ltd. is to remove a section of the bottom of the precast box culvert that will fall over the gas main and incorporate a concrete encasement around the gas main with the bottom of the precast box culvert. See attachments to this response with details and requirements for this work.
2. In the investigation of the concrete slab, it has been found that the original SBC phone duct was on the West side of Midway rd. The concrete slab is a protect cover for the old abandon conduit ductbank. Therefore, Archer Western Contractors, Ltd. may remove the existing concrete slab over the ductbank, but to allowed damage the old abandon conduits below.

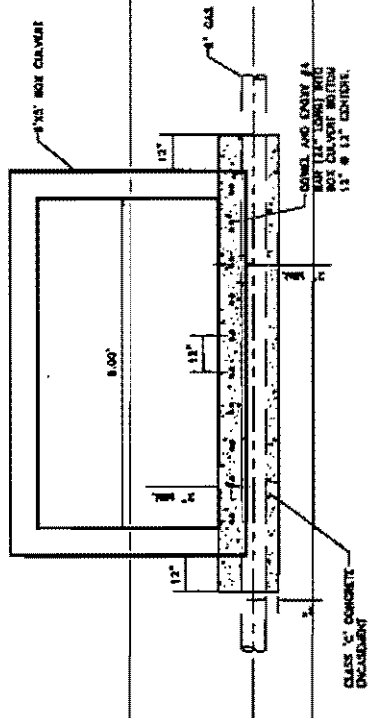
By: Guy Van Baulen, EIT
HNTB Corporation 

Date: January 20, 2005

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation



BOX VIEW



610

605

610

605

600

600

PIPE VIEW

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006



Request for Information Response

January 20, 2005

Originator: Andrew Scheermann

RFI Number: R-AW035

Subject: Grade X-Sections at Railroad Crossing

Request: Archer Western Contractors, Ltd. asking for clarification of the cross-section as the Arapaho Road crosses the Western spur railroad track at the area called the "Brickyard".

Response/Action Taken:

Attached to this response are three contract drawing with the grade elevation shown along the roadway curb line. The information included on the plans should answer all questions above. Archer Western Contractors, Ltd. will be official issue these three contract drawing with the grade at a later date.

By: Guy Van Baulen, EIT
HNTB Corporation

A handwritten signature in black ink, appearing to be "GVB", written over the printed name of Guy Van Baulen.

Date: January 20, 2005

Cc: File
Steve Chutchian, Town of Addison
Jerry D. Holder, HNTB Corporation



END CONCRETE
RAILROAD CROSSING
STA 84+98.98, 43.72' LT

LEGEND

- EXISTING CURB
- PROPOSED CURB
- TP=XXX.XX TOP OF PAVEMENT ELEVATION
- TC=XXX.XX TOP OF CURB ELEVATION
- G=XXX.XX GUTTER ELEVATION
- CR CURB RETURN
- FENCE
- FIRE HYDRANT
- ⊙ LIGHT POLE
- POWER POLE
- ⊕ SAN SEWER MANHOLE
- ⊕ SIGN
- ⊕ TL TRAFFIC SIGNAL
- ⊕ VEGETATION
- ⊕ TREE
- WATER LINE
- TEMPORARY CONSTRUCTION EASEMENT
- ▨ PROPOSED PAVING
- ▩ BRIDGE

MATCH LINE STA. 80+00

MATCH LINE STA. 85+00

B CURVE-5 DATA
 $\Delta = 23^{\circ}34'44.31''$ RT
 $R = 850.00'$
 $T = 177.41'$
 $L = 349.80'$

FOR VERTICAL CONTROL FROM
STA 81+50 TO STA 85+00 SEE SPOT
ELEVATION CALLOUTS IN PLAN VIEW.

- NOTES:**
- ALL DIMENSIONS AND CALLOUTS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
 - REFER TO SITework AND LANDSCAPING PLANS FOR ADDITIONAL MEDIAN TREATMENTS.



NO.	DATE	REVISION	APPROV.
4	1-17-05	REVISED GUTTER SPOT ELEVATIONS	JOH
3	5-24-04	ADDED NOTES	JSM

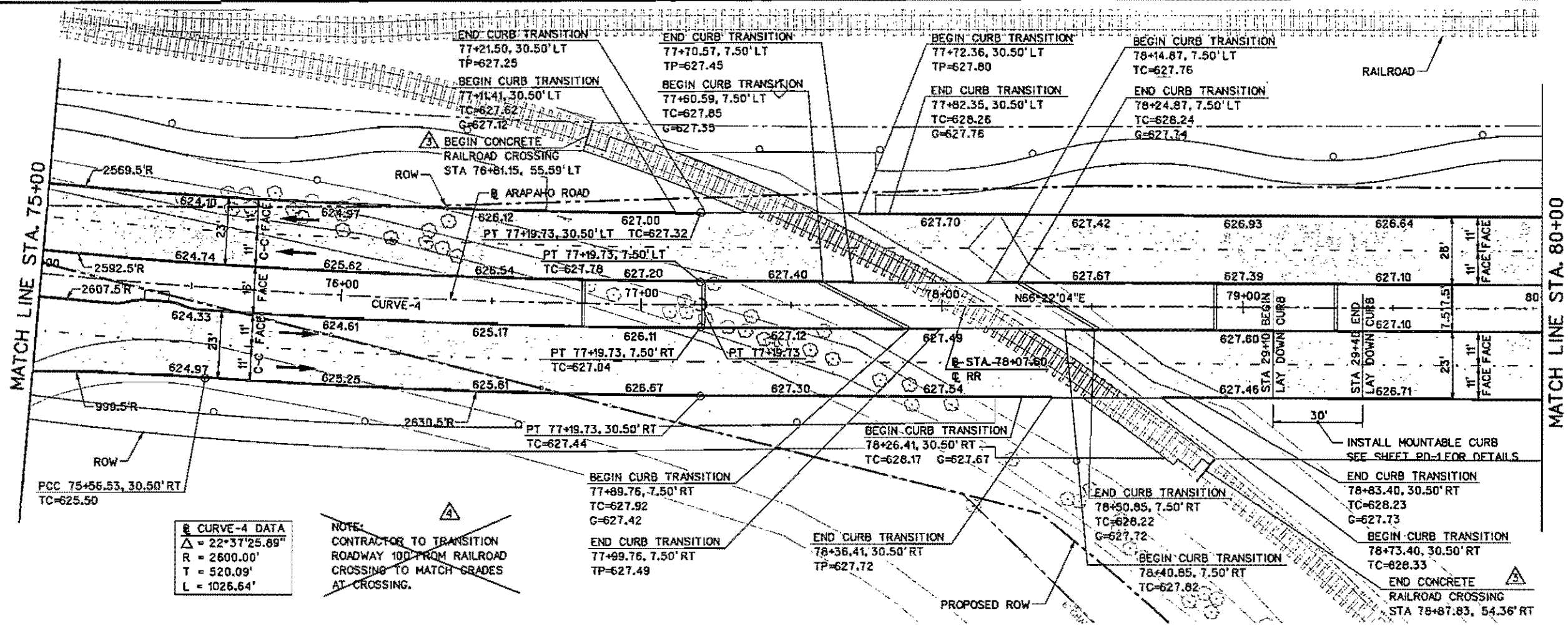
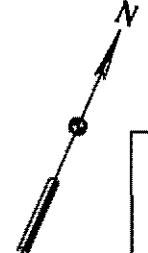
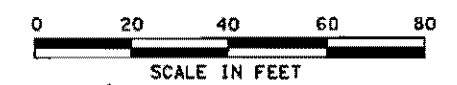
HNTB ARCHITECTS ENGINEERS PLANNERS
The HNTB Companies

ARAPAHO ROAD - PHASE III
SURVEYOR BOULEVARD TO ADDISON ROAD
PAVING PLAN AND PROFILE
STA 80+00 TO STA 85+00

TOWN OF ADDISON, TEXAS

Design	JSM	Drawn	GFS	DATE	SCALE	PROJECT NO.	SHEET NO.
Check	JOH	Check	JSM	APRIL 04	1" = 20' 1/4" = 5'	25768	PP-11

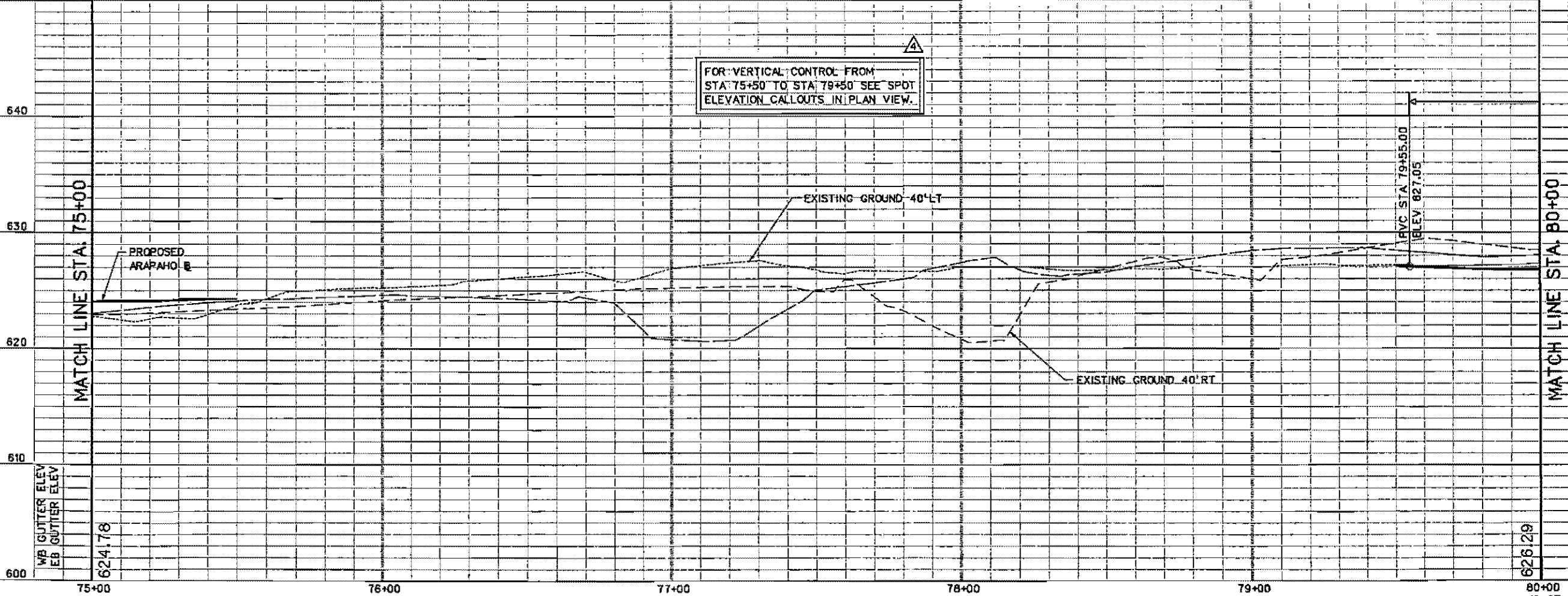
19-JAN-2005 14:27
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Curve-4 Data
 $\Delta = 22^{\circ}37'25.89''$
 $R = 2600.00'$
 $T = 520.09'$
 $L = 1026.64'$

NOTE:
 CONTRACTOR TO TRANSITION
 ROADWAY 100' FROM RAILROAD
 CROSSING TO MATCH GRADES
 AT CROSSING.

LEGEND	
	EXISTING CURB
	PROPOSED CURB
TP=XXX.XX	TOP OF PAVEMENT ELEVATION
TC=XXX.XX	TOP OF CURB ELEVATION
G=XXX.XX	GUTTER ELEVATION
CR	CURB RETURN
	FENCE
	FIRE HYDRANT
	LIGHT POLE
	POWER POLE
	SAN. SEWER MANHOLE
	SIGN
	TRAFFIC SIGNAL
	VEGETATION
	TREE
	WATER LINE
	TEMPORARY CONSTRUCTION EASEMENT
	PROPOSED PAVING
	BRIDGE



FOR VERTICAL CONTROL FROM
 STA 75+50 TO STA 79+50 SEE SPDT
 ELEVATION CALLOUTS IN PLAN VIEW.

- NOTES:**
1. ALL DIMENSIONS AND CALL OUTS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
 2. SEE SHEET 0304D FOR RAILROAD CROSSING PANEL DETAILS.
 3. REFER TO SITEWORK AND LANDSCAPING PLANS FOR ADDITIONAL MEDIAN TREATMENTS.



NO.	DATE	REVISION	APPROV.
4	1-17-05	REVISED GUTTER SPOT ELEVATIONS	JSH
3	5-24-04	ADDED NOTES	JSM

HNTB ARCHITECTS ENGINEERS PLANNERS
 THE HNTB COMPANY

ARAPAHO ROAD - PHASE III
 SURVEYOR BOULEVARD TO ADDISON ROAD
 PAVING PLAN AND PROFILE
 STA 75+00 TO STA 80+00

Design	Drawn	Checked	DATE	SCALE	PROJECT NO.	SHEET NO.
JSM	GFS	JSM	APRIL 04	H: 1"=20' V: 1"=5'	25769	PP-10

19-JAN-2005 14:26
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Project:	Arapaho Road – Phase III
Client:	Town of Addison, Texas
Report No.:	6
Time Period:	1/15/05 through 1/21/05
Prepared By:	GVB

Work Started or Progressed

- Maintain Traffic Shift @ Midway Rd. – Three to Two Lanes – Phase I
- 10” Sanitary Sewer to complete tie-in and service connection
- Continue installation of Storm Sewer Box Culverts Line A & B
- Continue installation of Storm Sewer Line C and Lateral to inlets
- Continue installation inlet on Lateral along Line A, B & C Storm Sewer
- Building Formwork for Concrete placement for the Bridge Caps 6 & 7.
- Building and setting reinforcement steel for Bent 6, 7 & 10 Beam Cap.
- Excavation of Roadway and Site at Brickyard

Work Completed

- Storm Sewer Box Culvert Line A: Sta 33+0 to 34+48, East of Midway Rd.
- 10” Sanitary Sewer installed Station 12+50 to 14+50, East of Midway Rd
- Bridge Substructures Bents 9: Incline legs for both North & Side structures

Work Scheduled to be Performed During Next Week

- **Utility Crossing of Storm Sewer Box Culvert Line A & B and 10” Sanitary Sewer at Midway Rd.**
- **Bridge Caps – Bent 10 Concrete placement**
- **Bridge Caps – Bents 6 & 7 Concrete placement**
- **Shift Midway Lane Traffic to Phase II**
- **Brickyard site work**

Weekly Meeting Agenda

Date: Tuesday Jan. 25, 2005
Time 10:00 A.M.
Location: Field Office

Arapaho Road Phase III

I. Safety Issues

1. Keep up maintenance on orange fence. ✓ - *check compactor → HNTB to send letter*
2. HNTB requests that additional message boards be added to the Midway detour and left up for an undisclosed amount of time after the traffic is routed onto the detour.
A/W will be compensated for the message boards.
A/W will write a letter requesting compensation for the message boards.
A/W picked up four of the five message boards on Monday 12-27-04, per HNTB.
HNTB requested A/W to set reset the four boards on 1-3-05 for two more weeks.
Additional striping was added to the Midway detour on 12-28-04.
When are we to remove the message boards? -
We are to leave in place until told otherwise.
The only message board remaining is the one in the detour. Closed.

add item to pay list

II. Submittals

1. Bar lock samples were given to Daniel Filer.
Texas Concrete must sign off on block outs.
A RFI needs to be generated for Cliff Hall to sign off on.
A RFI has been sent, Cliff Hall has not signed off on it yet.
11-30-04
The RFI was verbally not approved by URS.
A/W requested a product to use. 11-30.
We have received a weld detail for the splice on 12-3.
A/W is reviewing the detail.
Additional details between A/W and HNTB need to be resolved.
Cliff Hall will stamp drawing 12-17.
Received Revised Plan Sheet - Shop Drawing Being Revised
The documents were received by HNTB on 1-3-05.
Approved as noted. 1-11-05
Pricing is pending. 1-18-05. *for welded connection*
Pending 1-25.
2. The MSE wall shop drawings have not been returned to A/W.

A/W should have them by Friday per HNTB.
Have Not received Shop Drawing received Revised Wall Sheet for Wall #3 12-23
Revised Shop Drawings for Wall #3 will be here 1-5
HNTB is requesting a running bond pattern.
Wall #3 is being reviewed.
Walls 1,2,4,5&6 are approved.
All walls have been approved as of 1-25-05. Closed. ✓

3. Open Submittals:

- Hangers ✓
- Deck Panels ✓
- PMD - metal deck

III. Old Business

1. The roadway grades at the brickyard will not tie into the Railroad tracks. Jennie is looking into this. 10-26. HNTB needs a RFI from A/W. The grades will be adjusted. 11-2. Andrew and HNTB will review the grades today. 11-2.

A/W has requested a revised plan sheet for this area. 11-30.

HNTB is in the process of revising plan sheets.

Nothing yet. 12-28.

No reply yet 1-04-05.

Nothing yet. 1-11-05.

A/W received the revised plan sheet on 1-20-05 and is reviewing. 1-25-05. ✓

IV. Change Orders

1. Ben is reviewing pricing on:

- A. Irrigation at Comfort Suites ✓
- B. Paint pricing ✓
- C. Tee and valve on 16" water line. ✓

- A.S. field changes
- closure for REP
- gas line

2. Lowering of 12" water line at Surveyor.

A/W is awaiting price approval. 1-25 - letter by end of day

A/W request in writing from ATMOS that the gas line at Surveyor is abandoned.

V. New Business

1. After field verifying the elevation of the relocated SBC line, there are several areas where the new line will be in direct conflict with the slotted under drain pipe, the retaining wall, and inlets or laterals. 11-23-04.

Guy asked that Chris go with him to the various locations.

Work needs to proceed on these items.

What is being done about the following phone line conflicts?

1. Lat. A-5D

2. Lat. A5-C

Change
plans

3. 12" slotted drain

4. R.W. # 2

HNTB has said that SBC will have labor help at the site during the laying of the CMP to move the line if necessary.

There are defendant conflicts, why can't SBC move the line now?

Any delays to A/W will be tracked on site by HNTB.

2. The location of Lat. B-7 and the Y inlet need to be verified so this work can be completed.

An answer was received by A/W, but a problem still exists

A new plan sheet is forthcoming.

A/W has received an answer. A/W to review. 1-25.

V. Misc.

1. A RFI has been sent to HNTB about gas, water, sewer and telephone conflicts, with lines A & B, at Surveyor Blvd.

HNTB is reviewing. 1-11-05.

2. Has the conflict with the gas line at Midway been resolved?

A/W received answer. Closed 1-25. → OK

→ abandon
→ lower
→ force main abandoned
→ ok to go underneath for Guy
now in conduit

VI. Schedule

1 Review Weekly Schedule

- letter from re: 60" March 1
- Conduit repair into pump station
Transformer to be replaced - damaged & leaking

1/17/2005

ARAPAHO ROAD



SUBS/NOTES

Activity Description	Prod	Current Week						Next Week						Following Week					
		M	T	W	T	F	S/S	M	T	W	T	F	S/S	M	T	W	T	F	S/S
		24	25	26	27	28	29	31	1	2	3	4	5	7	8	9	10	11	12
Dirt and Utilities																			
Excavate/Embank Brickyard				X	X	X	/	X	X	X	X	X	/						
Line A & B (Surveyor)		H	N	T	B		H	A	S		P	R	I	C	I	N	G		
Line A (East Midway)		X	X	X	X	X	/	X	X	X	X		/						
Line A (Midway)		X	X				/				X	X	/						
Box Culvert Line B (Tie-In)			X	X			/						/						
10" Sanitary Sewer		X	X				/				X	X	/						
Line A & C Laterals			X				/	X	X	X			/						
12" Water Lowering @ Surveyor							/						/						
Fill and Temp W.W. @ Midway		X	X	X			/						X	X	X				
Inlets		X	X	X	X		/						/						
60" Water Line Lowering <i>on hold</i>							/						/						
Pothole 5" SS @ Rink							/						/						
Excavate Midway II/ Shotcrete							/	X	X	X			/						
Bridge Work																			
Trenched Ret. Wall				X	X	X	X	X	X				/						
CIP Retaining Wall							/	X	X	X	X	X	/	X	X	X	X	X	
Drilled Shafts <i>about 15</i>							/						/		X	X			
Caps		P	X	P	X	X	/	X	X	X	P	P	/	X	X	X	P	P	
Bent # 10 Cap		X	X	X	X	P	/						/						
Bent # 9 Cap				X	X	X	X	X	X	X	P		/						
Miscellaneous																			
Asphalt Midway					X												X		
Asphalt Detour @ Survey		O	N		H	O	L	D		H	N	T	B						
C.M.P																			
Switch Midway to Phase II						X	/	X	X				/					III	
Clean 60" RCP @ BY							/						X	X	X	X	X		

Existing Utility Conflict

Need pricing Okayed

OIDEN/JOHN

LONE STAR TRENCHING

Existing Utility Conflict

Need pricing Okayed





RECEIVED
 JAN 14 2005
 HNTB CORPORATION
 DALLAS, TEXAS

January 14, 2005

Letter: HNTB -28

HNTB
 5910 W Plano Parkway
 Suite 200
 Plano, Texas 75093
 Attn: Mr. Guy Van-Baulen

RE: Town of Addison
 Arapaho Road Phase III
 Project No. 04-22
 PCO #28 - 12" Waterline Relocation at Surveyor

Dear Guy:

Archer Western is submitting the following prices for the Relocation of the 12" waterline. We have included an option to install isolation gate valves or cap end and tie in later.

Item No.	New Bid Item	Qty	Unit	Unit Price	Total
0 1	Install Isolation Valve	2	EA	\$ 2,861.53	\$ 5,723.07
2	Relocate Building Service	1	LS	\$ 1,485.02	\$ 1,485.02
✓ 3	DLB 12" C-909 Pipe, fitting, excise, tie in	70	LF	\$ 162.07	\$ 11,344.96
4	Install 12" Caps	4	EA	\$ 782.68	\$ 3,130.74
X 5	Tie in after Testing	2	EA	\$ 1,690.88	\$ 3,381.76
6	Remove and Replace Concrete	6	SY	\$ 146.23	\$ 877.40

The prices include 15% OH&P and 2% Insurance & Bonds.

We have included pricing for 2 tie-in options.

Option 1 is installing 12" gate valves to isolate the line. (bid Item 1)

Option 2 is installing caps on the new and existing pipe, then connecting the pipe together after testing (bid Item 4 & 5)

Please direct which Option we are to use

If you require additional information, please

Sincerely,

Andrew Schneemann
 Asst. Project Manager

Enclosure

XC: Ben Withered
 Don Good
 File

Jim
Gas Line Laying
Keller Springs
Eindberg Charge
RCA 131 RCA 14091



The HNTB Companies

Field Office: 15150 Surveyor Blvd. Addison, TX 75001 & Phone: 972-361-0064

December 21, 2004

Date:

To: Mr. Steve Chutchian
Town of Addison
P.O. Box 9010
16801 Westgrove Drive
Addison, TX 75001

Re: Arapaho Road - Phase III Project
Surveyor Blvd. to Addison Road
Project No. 04-22

WE ARE FORWARDING TO YOU:

- Attached
- Under separate cover via: _____

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Plans | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Originals |
| <input type="checkbox"/> Specifications | <input type="checkbox"/> Change Order | <input type="checkbox"/> Proposal | <input type="checkbox"/> Reproducibles |
| <input checked="" type="checkbox"/> Estimates | <input type="checkbox"/> Samples | <input type="checkbox"/> Reports | <input type="checkbox"/> Prints |
| <input type="checkbox"/> | | | |

NO. OF COPIES	SHEET NO.	LAST DATED	DESCRIPTION
1	Estimate #04	12/20/04	Construction Invoice for the Month of November

THESE ARE TRANSMITTED:

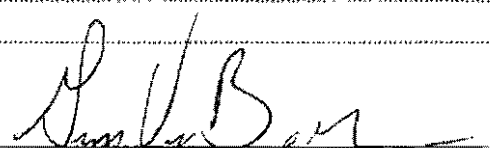
- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> For approval | <input type="checkbox"/> Resubmit ___ copies for review | <input type="checkbox"/> No exceptions taken (NE) |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Submit ___ copies for distribution | <input type="checkbox"/> Make corrections noted (ME) |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Return ___ corrected prints | <input type="checkbox"/> Amend and resubmit (AR) |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> _____ | <input type="checkbox"/> Rejected - See remarks (RE) |

PLEASE NOTE:

Please return two (2) Signed copies for distribution

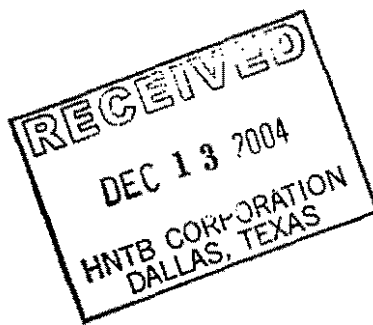
COPY TO:

File

BY: 
 Guy Van Baulen, HNTB Corporation



Archer Western
Contractors



December 13, 2004

Letter: HNTB -23

HNTB
5910 W Plano Parkway
Suite 200
Plano, Texas 75093
Attn: Mr. Guy Van-Baulen

RE: Town of Addison
Arapaho Road Phase III
Project No. 04-22
PCO 26 - O Ring Pipe for Line C
PCO 26A - Flow Fill RCP Pipe

Dear Guy:

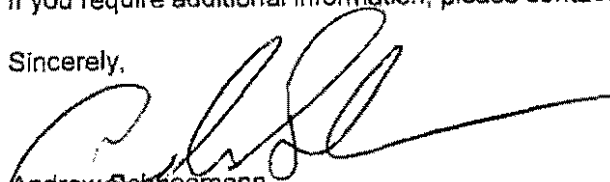
Per your request, please review the attached pricing below:

PCO 26 - O - Ring Pipe = \$23,995.97
PCO 26A - Flow Fill Original RCP Pipe = \$35,105.54

The quantities cover the storm sewer line 'C' between the Jack and Bores under the RR track.
Please let us know as soon as possible, so that we can continue working in this area.

If you require additional information, please contact Andrew at our field office.

Sincerely,



Andrew Sehneemann
Asst. Project Manager

Enclosure

XC: Ben Withered
Don Good
File

Archer Western Contractors, LTD.

Town of Addison

CHANGE PROPOSAL SUMMARY

TO: HNTB
5910 W Plano Parkway
Plano, TX 75093

ATTENTION: Guy Van Baulen

DATE: December 13, 2004
PROJECT: Town of Addison
PROJECT NO.: 204059
PCO No. 26A

Description: FLOW FILL RCP AT LINE C BETWEEN JACK AND BORES UNDER RR TRACK

A	TOTAL MATERIAL COST	\$	-	
B	TOTAL LABOR COST (Labor & Burden)	\$	-	
C	TOTAL EQUIPMENT COST	\$	-	
SUBTOTAL				\$0.00

E	SUBCONTRACTOR COST	\$	-	
SUBTOTAL				\$0.00

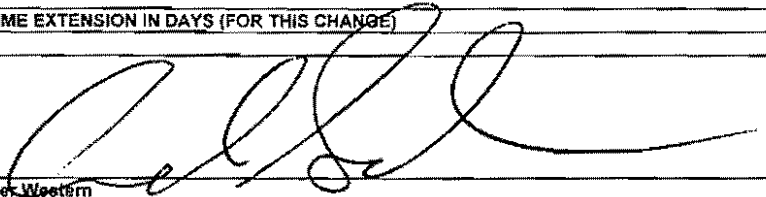
F	UNIT PRICE COST	\$	34,417.20	
				\$34,417.20

G	TOTAL DIRECT JOB COST			\$34,417.20
---	-----------------------	--	--	-------------

H	BOND & INSURANCE AT 2 %			\$688.34
---	-------------------------	--	--	----------

TOTAL CHANGE PROPOSAL COST				\$35,105.54
----------------------------	--	--	--	-------------

TIME EXTENSION IN DAYS (FOR THIS CHANGE)				
--	--	--	--	--



Archer Western

12/13/04
Date

Approval

Town of Addison

204059

December 13, 2004

ITEM OF WORK:

FLOW FILL RCP AT LINE C BETWEEN JACK AND
BORES UNDER RR TRACK

UNIT PRICE	UNIT	EST. QTY.	UNIT COST	UNIT OH&P(15%)	UNIT PRICE	TOTAL
						\$ -
FLOW FILL RCP PIPE	CY	400	\$ 74.82	\$ 11.22	\$ 86.04	\$ 34,417.20
						\$ -

TOTAL UNIT PRICE COST

\$ 34,417.20

Work Description:

Archer Western Contractors, LTD.

Town of Addison


CHANGE PROPOSAL SUMMARY

TO: <u>HNTB</u> <u>5910 W Plano Parkway</u> <u>Plano, TX 75093</u>	DATE: <u>December 13, 2004</u> PROJECT: <u>Town of Addison</u> PROJECT NO.: <u>204059</u> PCO No. <u>25</u>
ATTENTION: <u>Guy Van Baulen</u>	

Description: O RING PIPE FOR LINE 'C' BETWEEN JACK AND BORE'S UNDER TRACK

A	TOTAL MATERIAL COST	\$	-	
B	TOTAL LABOR COST (Labor & Burden)	\$	-	
C	TOTAL EQUIPMENT COST	\$	-	
SUBTOTAL				\$0.00
E	SUBCONTRACTOR COST	\$	-	
SUBTOTAL				\$0.00
F	UNIT PRICE COST	\$	79,207.40	
				\$79,207.40
G	TOTAL DIRECT JOB COST			\$79,207.40
H	BOND & INSURANCE AT 2 %			\$1,584.15

TOTAL CHANGE PROPOSAL COST	\$80,791.55
AS BID RCP PRICING FOR EQUAL PORTION OF LINE C	\$56,795.58
NET ADDITION TO CONTRACT	\$23,995.97
TIME EXTENSION IN DAYS (FOR THIS CHANGE)	

 Archer Western	12/13/04 Date
---	------------------

Approval _____

Town of Addison

204059

December 13, 2004

ITEM OF WORK:

O RING PIPE FOR LINE 'C' BETWEEN JACK AND BORE'S UNDER TRACK

UNIT PRICE	UNIT	EST. QTY.	UNIT COST	UNIT OH&P(15%)	UNIT PRICE	TOTAL
						\$ -
30" O-RING PIPE	LF	218	\$ 82.12	\$ 12.32	\$ 94.44	\$ 20,587.48
24" O-RING PIPE	LF	524	\$ 66.12	\$ 9.92	\$ 76.04	\$ 39,843.91
21" O-RING PIPE	LF	231	\$ 61.16	\$ 9.17	\$ 70.33	\$ 16,247.15
RELOAD AND RESTOCK RCP	LS	1	\$ 2,199.00	\$ 329.85	\$ 2,528.85	\$ 2,528.85
						\$ -
						\$ -

TOTAL UNIT PRICE COST

\$ 79,207.40

Work Description:



ARCHITECTS ENGINEERS PLANNERS

15150 Surveyor Blvd
Addison, TX 75001

972-361-0063
(FAX) 972-361-0065
www.hntb.com

December 8, 2004

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Attention: Mr. Ben Withered

Re: Video Record of the Project

Dear, Mr. Withered

This letter is confirm the above reference issue that was discussed on December 7, 2004, progress meeting. The Town of Addison has contracted Channel 3 Productions to document the progress of the Arapaho Road – Phase III Project. Channel 3 Production will visit the site on a weekly basis and on special events to document the project progress.

The Town of Addison is expecting the full cooperation from Archer Western Contractors, Ltd. to document this construction project.

Thank you.

Regards,

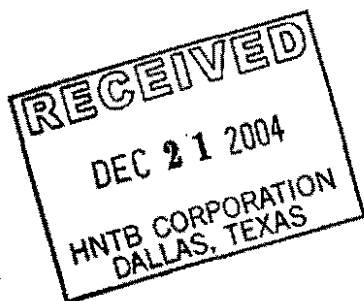

Guy Van Baulen, E.I.T.
HNTB Corporation

Attachments:

cc: Project File
Steve Chutchian, Town of Addison
Jenny Nicewander, Town of Addison
Michael Ebeling, HNTB Corporation
Jerry D. Holder, HNTB Corporation

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NJ; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY,



December 21, 2004

HNTB
5910 W Plano Parkway
Suite 200
Plano, Texas 75093
Attn: Mr. Guy Van-Baulen

Letter: HNTB -25

RE: Town of Addison
Arapaho Road Phase III
Project No. 04-22
60" DWU Waterline

Dear Guy:

Archer Western is coordinating with Dallas Water Utilities on the 60" Waterline lowering and we had scheduled a test shutdown of the 60" Waterline to verify the operation condition of the existing valves at Marsh lane and Beltwood Pump Station. We are coordinating with David Robertson, Operation Manager for DWU, on the shutdown; when David discovered that the shutting the valve at Marsh lane would shut off water service to the city of Farmers Branch. David stated that Farmers Branch does not have adequate water back up or storage to maintain the city for the Waterline lowering operation. Please advise on how we can resolve this conflict.

If you require additional information, please contact Andrew at our field office.

Sincerely,



Andrew Schneemann
Asst. Project Manager

Enclosure

XC: Ben Withered
Don Good
File

3220
1/10/05
3/1



ARCHITECTS ENGINEERS PLANNERS

15150 Surveyor Blvd
Addison, TX 75001

972-361-0064
FAX 972-361-0065
www.hntb.com

December 17, 2004

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Attention: Mr. Ben Withered

Re: Testing of Precast Beams

Dear Mr. Withered

We are in receipt of letter dated December 10, 2004, in which you are disagreeing with the verbal discussions that Archer Western Contractors, Ltd. is responsible for the testing of the Precast U-beam. Archer Western Contractors, Ltd. has referenced the Pre-bid meeting minutes questions and answers that were issued in addendum No. 3 and 5.

Addendum No. 3, question 18 and the following Addendum No.5, question 39 both stated that the Town of Addison will provide and pay for the all field tests and the contractor will be responsible for his design mix, aggregate, etc. These questions and answers all pertain to the section 'Special Provisions', Item 42 on page sp-13, which is discussing the concrete mix designs and samples for Arapaho Rd – Phase III Project.

In the Construction Specifications and Contract Documents in section 'Bridge Construction', which the above reference issue falls under, the section BC.2, part (2) Testing, clearly states that "the Contractor shall supply the results of the required testing, obtained from an independent laboratory at the Contractor's expense, to the Engineer for approval".

Not at anytime has an Addendum or meeting issue a change or deletion to this section.

In conclusion, Archer Western Contractors, Ltd. is required to provide the required testing and results for approval for all construction of the bridge section of the Arapaho Road – Phase III Project.

Please let me know if you have any questions regarding this matter.

Thank you.

Regards,

Guy Van Baulen, E.I.T.
HNTB Corporation

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NJ; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY, MO; KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MADISON, WI; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA; ORLANDO, FL; OVERLAND PARK, KS; PLYMOUTH MEETING, PA; PORTLAND, ME; PORTLAND, OR; RALEIGH, NC; ST. LOUIS, MO; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA; SAN FRANCISCO, CA; SAN JOSE, CA; SEATTLE, WA; TAMPA, FL; TOLEDO, OH; WASHINGTON, D.C.



ARCHITECTS ENGINEERS PLANNERS

15150 Surveyor Blvd
Addison, TX 75001

972-361-0064
FAX 972-361-0065
www.hntb.com

Attachments:

cc: Project File
Steve Chutchian, Town of Addison
Jenny Nicewander, Town of Addison
Jerry D. Holder, HNTB Corporation
Michael Ebeling, HNTB Corporation

The HNTB Companies

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ARCHITECTS ENGINEERS PLANNERS

15150 Surveyor Blvd
Addison, TX 75001

972-361-0064
FAX 972-361-0065
www.hntb.com

December 17, 2004

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Attention: Mr. Ben Withered

Re: Testing of Precast Beams

Dear Mr. Withered

We are in receipt of letter dated December 10, 2004, in which you are disagreeing with the verbal discussions that Archer Western Contractors, Ltd. is responsible for the testing of the Precast U-beam. Archer Western Contractors, Ltd. has referenced the Pre-bid meeting minutes questions and answers that were issued in addendum No. 3 and 5.

Addendum No. 3, question 18 and the following Addendum No.5, question 39 both stated that the Town of Addison will provide and pay for the all field tests and the contractor will be responsible for his design mix, aggregate, etc. These questions and answers all pertain to the section 'Special Provisions', Item 42 on page sp-13, which is discussing the concrete mix designs and samples for Arapaho Rd – Phase III Project.

In the Construction Specifications and Contract Documents in section 'Bridge Construction', which the above reference issue falls under, the section BC.2, part (2) Testing, clearly states that "the Contractor shall supply the results of the required testing, obtained from an independent laboratory at the Contractor's expense, to the Engineer for approval".

Not at anytime has an Addendum or meeting issue a change or deletion to this section.

In conclusion, Archer Western Contractors, Ltd. is required to provide the required testing and results for approval for all construction of the bridge section of the Arapaho Road – Phase III Project.

Please let me know if you have any questions regarding this matter.

Thank you.

Regards,

Guy Van Baulen, E.I.T.
HNTB Corporation

The HNTB Companies

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ARCHITECTS ENGINEERS PLANNERS

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Addison, TX 75001

972-361-0063
FAX 972-361-0063
www.hntb.com

Attachments:

cc: Project File
Steve Chutchian, Town of Addison
Jenny Nicewander, Town of Addison
Jerry D. Holder, HNTB Corporation
Michael Ebeling, HNTB Corporation

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NJ; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY, MO; KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MADISON, WI; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA; ORLANDO, FL; OVERLAND PARK, KS; PLYMOUTH MEETING, PA; PORTLAND, ME; PORTLAND, OR; RALEIGH, NC; ST. LOUIS, MO; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA; SAN FRANCISCO, CA; SAN JOSE, CA; SEATTLE, WA; TAMPA, FL; TOLEDO, OH; WASHINGTON, D.C.



The HNTB Companies

Field Office: 15150 Surveyor Blvd. Addison, TX 75001 & Phone: 972-361-0064

December 10, 2004

Date:

To: Mr. Steve Chutchian
Town of Addison
P.O. Box 9010
16801 Westgrove Drive
Addison, TX 75001

Re: Arapaho Road - Phase III Project
Surveyor Blvd. to Addison Road
Project No. 04-22

WE ARE FORWARDING TO YOU:

- Attached
- Under separate cover via: _____

- Plans
- Specifications
- Estimates
- RFI #24 - Request status from the Town of Addison
- Shop Drawings
- Change Order
- Samples
- Copy of Letter
- Proposal
- Reports
- Originals
- Reproducibles
- Prints

NO. OF COPIES	SHEET NO.	LAST DATED	DESCRIPTION
2		12/10/04	Temporary Single Lane Closures along Midway Road
3		12/10/04	Midway Road Detour - (Three traffic lanes to Two Lanes)

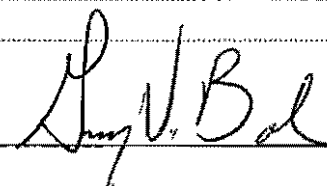
THESE ARE TRANSMITTED:

- For approval
- For your use
- As requested
- For review and comment
- Resubmit ___ copies for review
- Submit ___ copies for distribution
- Return ___ corrected prints
- _____
- No exceptions taken (NE)
- Make corrections noted (ME)
- Amend and resubmit (AR)
- Rejected - See remarks (RE)

PLEASE NOTE:

COPY TO:
File
Michael Ebeling, HNTB Corporation

File

BY: 



December 18, 2004

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Attention: Mr. Ben Withered

Re: Addendum to Traffic Control Plan

Dear Mr. Withered

This letter is to concur with Archer Western Contractors, Ltd. alternate plan which was proposed last night during preparation for the installation of the Phase 1 traffic control plan for the South-bound traffic. As discussed, the plan is to have the South-bound traffic utilize a long transition into the lane shift to the left by starting the traffic in the right and center lane as they enter the detour around the construction zone. Archer Western Contractors, Ltd. will also install a Left Lane closure with transition taper starting 80ft from the North end of the proposed 28" retroreflectorized tubular markers. This will allow the South-bound vehicle traffic to be in the right and center lanes prior to reaching detour around the construction zone.

Although this Alternate plan is acceptable, this doesn't relieve Archer Western Contractors, Ltd. from the requirement in the General Traffic Control Notes found on the Contract Drawing, sheet TC-1, page 27.

Regards,

Guy Van Baulen, E.I.T.
HNTB Corporation

Attachments:

cc: Project File
Steve Chutchian, Town of Addison
Jenny Nicewander, Town of Addison
Jerry D. Holder, HNTB Corporation
Michael Ebeling, HNTB Corporation

The HNTB Companies



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December 18, 2004

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Regards,

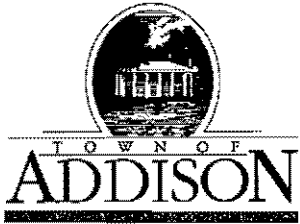
Guy Van Baulen, E.I.T.
HNTB Corporation

Attachments:

cc: Project File
Steve Chutchian, Town of Addison
Jenny Nicewander, Town of Addison
Jerry D. Holder, HNTB Corporation
Michael Ebeling, HNTB Corporation

The HNTB Companies

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PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

Addison 50!

50 YEARS OF FUN!

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

16801 Westgrove

November 1, 2004

Perry Dunlap
Anachem Inc.
8 Prestige Circle
Allen TX 75002

Re: Arapaho Phase 3 – Creosol Testing

Mr. Dunlap,

I received your voice mail this morning regarding the above referenced project. This letter is to inform you that the testing requested by HNTB will be paid for by the Town of Addison on an emergency basis. I have received a preliminary estimate from HNTB for the amount of \$3,122, please let me know if this amount will change based on the field work you have already performed.

If you have any questions regarding this matter, please do not hesitate to contact me at 972-450-2860.

Thank you for your help in this matter.

Sincerely,

Jenny Nicewander, P.E.
Project Manager

Cc: file

Letter of Authorization

This letter is being submitted to reflect and document that the Generator listed below has granted full and complete authorization, for Brian Sims, Guy Van Baulen, Daniel Filer
(individuals name(s) or all)

employee(s) of HNTB company to sign all waste documents on
(agent)

behalf of Generator. This document hereby authorizes HNTB company to function in
(agent)

the capacity of "generator" (as that term is defined in state and federal rules and regulations) with regard to legally proper waste classification, representation, shipment and disposal and to otherwise act as Generator's agent to characterize, ship, dispose and otherwise represent all waste streams in accordance with all local, state and federal rules and regulations. Such authorization includes but is not limited to execution of the following types of waste-related documents:

- Waste Characterization Data (WCD) Forms/Waste Profiles
- Waste Manifests – Uniform Hazardous Waste Manifests and Non-Hazardous Manifests
- Process Knowledge Forms or Letters
- Waste Profile Amendment Request Forms
- WCD/Profile Recertification Forms
- Land Ban Forms
- One Time Waste Shipment Forms/Authorizations

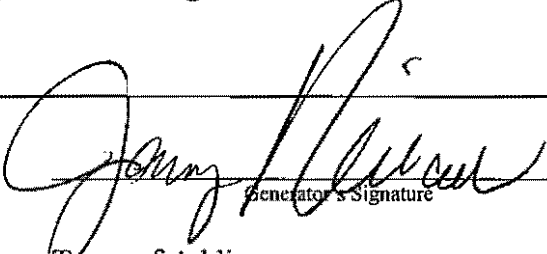
HNTB company is required to provide Generator with copies of all
(agent)

documents executed in accordance with this authorization.

This authorization will expire on December 2, 2005 or when written notice is
(Expiration date)

provided by the generator to Waste Management revoking this authorization.

Respectfully,

<u>Jenny Nicewander</u> Generator's Printed Name	 Generator's Signature
<u>Project Manager</u> Title	<u>Town of Addison</u> Company Name
	<u>December 2, 2004</u> Date



Waste Management Process Knowledge Form

Name of Waste Weathered Cross Ties

Waste Code _____

For all waste classes please indicate, based on process knowledge, that analysis for the following chemical constituents is **NOT REQUIRED**:

- TCLP Metals** (Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Lead, Mercury, Nickel, Selenium, Silver)
- TCLP Volatiles** (Benzene, Carbon Tetrachloride, Chlorobenzene, Chloroform, 1,2-Dichloroethane, 1,1-Dichloroethylene, Methyl Ethyl Ketone, Tetrachloroethylene, Trichloroethylene, Vinyl Chloride)
- TCLP Semi-Volatiles** (o-Cresol, m-Cresol, p-Cresol, Cresol (total), Pentachlorophenol, 2,4,5-Trichlorophenol, 2,4,6-Trichlorophenol, 1-4, Dichlorobenzene, 2,4-Dinitrotoluene, Hexachlorobenzene, Hexachlorobutadiene, Hexachloroethane, Nitrobenzene, Pyridine)
- TCLP Pesticides/Herbicides** (Chlorodane, Endrin, Heptachlor, Heptachlor epoxide, Lindane, Methoxychlor, Toxaphane, 2,4-D, 2,4,5-TP (Silvex))
- R, C, I** (Reactivity, Corrosivity, Ignitability Characteristics)
- Polychlorinated Biphenyls** (TSCA regulated and as otherwise defined by federal, state, and/or local regulations)
- Radioactive Materials** (as defined by federal, state, and/or local regulations)

Additionally, for **CLASS 2 INDUSTRIAL WASTES**, please indicate based on process knowledge that analysis for the following constituents is **NOT REQUIRED**:

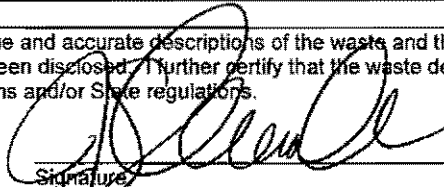
- TAC 335 Subchapter R, Appendix 1, Table 1, Constituents Not Listed Above Or Analyzed For**
- Class I Ignitable**
- Class I Corrosive**
- If waste is a petroleum substance or contains contamination from petroleum substances (as defined in TAC 335.1), total petroleum hydrocarbon (TPH) concentration is less than or equal to 1500 parts per million (ppm)**

PLEASE DESCRIBE IN DETAIL PROCESS GENERATING WASTE/PROCESS KNOWLEDGE USED TO ELIMINATE PARAMETERS/CONSTITUENTS NOT TESTED FOR:

Antimony, beryllium, and nickel were never used in this process. The waste is degradation products associated with creosote (parent material).

I certify that the above mentioned information contains true and accurate descriptions of the waste and that all relevant information regarding known or suspected hazards has been disclosed. I further certify that the waste describe above is not a "Hazardous Waste" as defined by USEPA regulations and/or State regulations.

Jenny Nicewander
Print Name


Signature

Project Manager
Title

December 2, 2004
Date



WASTE CHARACTERIZATION DATA (WCD) FORM

Waste Management Approval Code: _____

Important: This form is to be completed by a representative of the generator. Please read the instruction page prior to the completion of this form. This form must be typewritten or legibly handwritten in ink, signed and dated.

Salesperson: Debra Whitehead	<input checked="" type="checkbox"/> New Waste Approval
Telephone:	<input type="checkbox"/> Update Approval - Previous Approval Number:
Fax:	Disposal Site Requested: DFW Landfill

1. Generator Information

Generator's Name: Town of Addison	EPA ID #: NA
Point of Origin/ Address: West of Addison/Arapaho intersection	State Registration Number: NA
City: Addison State: TX Zip:	TCEQ Waste Code Number: NA
Generator's Representative: Jenny Nicewander	County: Dallas SIC Code: NA
Title: Project Manager	Customer's Name: HNTB Corporation
Telephone: 972-450-2860	Customer's Mailing Address:
Fax: 972-450-7096	5910 West Plano Pkwy, Suite 200
Emergency/Information Contact:	City: Plano State: TX Zip: 75093
Jenny Nicewander	Representative: Brian Sims
Title: Project Manager	Telephone: (972) 628-3111
Telephone: 972-450-2860	Fax: (972) 661-5614

2. Transporter Information

Transporter's Name:	Transporter ID:
Mailing Address:	Telephone:
City: State: Zip:	Fax:

3. Waste Stream Information

Waste/Waste Stream Name: Degraded creosote products from weathered cross ties and scrap metal
Process Knowledge [Describe materials and process(es) generating the waste: During excavation activities associated with road construction, buried railroad cross ties and associated scrap metal was discovered. The facility was a former railroad switch yard. Apparently after abandoning some tracks the material was buried in excavated pits.

Is this waste a characteristically hazardous waste as per 40 CFR 261.21-24? Yes No
 Is this waste an F, K, P, or U listed hazardous waste as per 40 CFR 261.30-33? Yes No
 Is this a waste regulated by the Railroad Commission? Yes No
 Estimate Quantity: 300 Tons Cubic Yards Drums Gallons Other _____
 Frequency: One Time Monthly Quarterly Semi-Annual Annual Other: _____

4. Physical Characteristics

Physical State at 72°F: Combination of Solid Liquid Semi-solid Powder
 Appearance/Texture: Granular/Lump Powder/Fine Free Flowing Liquid Other
 Color(s): Dark brown
 Odor: Strong - Describe: _____ Mild None
 Corrosivity (pH): <2 2.1 - 7.0 7.1 - 12.4 >12.5 Actual _____ N/D
 Bulk Density: lbs./gal. lbs./yd³ Other _____ N/D
 Ignitability (Flashpoint, °F): ≤72 73 - 140 141 - 200 ≥201 Actual _____ N/D



WASTE CHARACTERIZATION DATA (WCD) FORM

5. Chemical Composition

Based upon generator's knowledge of the process and expected contaminants, please provide a breakdown of the waste stream requesting disposal. Account for 100 % of the waste.

Table with 2 columns: Components/Expected Contaminants, Range (%). Rows include Soil metals and PAH contaminants (80%), Weathered cross ties (15%), Scrap metal (5%).

6. Additional Waste Components

Indicate if the waste contains any of the following. If any are marked, please include in the overall composition in Section 5.

- Used Oils, Free Liquids, Radioactive Materials, Etiological Agents, OSHA Substances, Virgin Oils, PCB's not regulated by TSCA 40 CFR 761, Organic Solvents, None of the Above

7. Reactivity

Indicate if the waste exhibits any of the following properties:

- Water Reactive, Acid Reactive, Alkaline Reactive, Pyrophoric, Thermally Sensitive, Explosive, Autopolymerizable, Shock/Vibration Sensitive, None of the Above

8. Supplemental Documents

- Letter/Memo, Analytical Data, Chain of Custody, Notice of Registration, Process Diagrams, Material Safety Data Sheets, None, Other:

9. Generator Certifications

I certify that the analytical data identified below is representative and attached as support to the information certified on this application form.

Lab Name(s): Anachem Laboratories

Report Date(s): November 2, November 8, November 15, November 23, 2004

Sample I.D.(s): Comp 1, Comp 2, West Pit, East Pit, E-1, E-2, W-1, W-2, W-3

By signing this form I certify that:

- 1. I am the legal generator of the waste described on this application.
2. The waste described is not a regulated Hazardous Waste as defined by the USEPA, State, or local Regulations.
3. All applicable underlying hazardous constituents (UHCs) and land disposal restriction (LDRs) regulatory issues have been evaluated for this waste stream and it has been determined that UHCs and LDRs are either not applicable or have been met.
4. This form and its attachments contain true and accurate information regarding this waste stream.
5. Any laboratory data used to support the information presented herein has been obtained from the analysis of a representative sample collected and preserved in a manner consistent with accepted technical standards.

Date: December 2, 2004

Telephone: 972-450-2860

Print Name: Jenny Nicowander

Company: Town of Addison

Signature: [Handwritten Signature]

Title: Project Manager

TOWN OF
ADDISON

PUBLIC WORKS

To: DEBRA WHITEHEAD

From: JENNY NICEWANDER

Company: WASTE MANAGEMENT

FAX #: 281-922-1170

Phone: 972/450-2860

Fax: 972/450-2837

Date: 12/7/04

No. of pages (including cover): 5

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

RE: RR TIE WASTE

HP LaserJet 3200se



HP LASERJET 3200

DEC-6-2004 9:53AM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
967	12/ 6/2004	9:52:05AM	Send	912819221170	1:34	5	OK

TOWN OF
ADDISON

PUBLIC WORKS

To: DEBRA WHITEHEAD

From: Jenny Nicewander

Company: WASTE MANAGEMENT

Phone: 972/450-2860
Fax: 972/450-2837

FAX #: 281-9221170

Date: 12/7/04

No. of pages (including cover): 5

16801 Westgrove
P.O. Box 9010
Addison, TX 75001-9010

RE: RR TIF WASTE

Jenny Nicewander

From: Brian Sims [BSims@HNTB.com]
Sent: Wednesday, December 01, 2004 4:34 PM
To: Jenny Nicewander
Cc: Jerry Holder
Subject: Landfill forms requiring your review and signature.

Attached are the forms for profiling the waste.

The first form Process Knowledge indicates that through the knowledge of the site and historical operations, certain constituents can be ruled out as possible contaminants.

The Non Haz Waste Profile provides information to the Landfill compliance person concerning the chemical and physical properties of the waste.

The LOA enables either myself, Guy Van Baulen, or Daniel Filer to sign waste manifests on the Town's behalf when the transporter leaves the site to the landfill.

The Credit Application should be filled out assuming that the Town prefers to be direct billed and avoid contractor markups. The landfill said the Town probably already has a credit app on file but I wanted to get this to you just in case.

I apologize for not replying to your prior email concerning lab analysis costs. Before I estimated the next step I wanted to be accurate. In terms of additional analysis, I have given the landfill compliance person all the analytical data that we have to date. The landfill can not tell us exactly what is needed (if anything) until they review the process knowledge and waste profile. If the landfill does not require additional analysis and assuming that we get the above forms to them by tomorrow, we could be ready to excavate and haul the waste from the two pits first part of next week.

I will forward to you the information to forward these to the landfill.

If you have any questions please feel free to call or email me.

Regards,

Brian Sims, P.G.

HNTB Corporation

5910 W. Plano Pkwy., Suite 200

Plano, TX 75093

(972) 628-3111

<<Process Knowledge.doc>> <<Non Haz Waste Profile 6-15-04..doc>> <<LOA.doc>> <<Credit_Application_DFW 4-9-04.doc>>

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

12/2/2004



ARCHITECTS ENGINEERS PLANNERS

90 Years

HNTB Plano Parkway
Suite 200
Plano, TX 75093
714.261.5614
www.hntb.com

December 1, 2004

Texas Commission on Environmental Quality
Region 4
Waste Management Section
2309 Gravel Road
Fort Worth, TX 76118

HNTB Corporation
5910 West Plano Parkway, Suite 200
Plano, TX 75093

RE: Notification and expedited removal of weathered cross ties

To Whom It May Concern:

On behalf of the Town of Addison, this letter is to serve as formal notification of identification, expedited removal, and proper disposal of buried weathered cross ties. The site is located west of the Addison Road and Arapaho Road intersection, in Addison, Texas.

The Town of Addison purchased this property for the extension of Arapaho Road. The site, formerly a railroad switch yard, is bounded on the north, southwest, and southeast by railroad tracks. On October 25, 2004, on reaching the proposed subgrade excavation limit of four feet, the backhoe operator encountered wood material in two pits. Each pit measured approximately 20 feet by 30 feet and 5 feet in depth. During removal of the material, it was determined that the wood was weathered cross ties. The excavated material is currently stockpiled onsite.

Soil and water samples were obtained for VOC (volatile organic compounds), SVOC (semi-volatile organic compounds), TPH (total petroleum hydrocarbons), and RCRA 8 metals analysis. Analytical results indicated the presence of degraded creosote constituents and metals. Discrete soil samples indicated arsenic, barium, and lead above the critical PCL (protective concentration level). Standing surface water in the pit indicated benzo(a)pyrene, arsenic, and lead above the critical PCL. The table below summarizes the concentrations of COCs (chemical of concern) that were above the critical PCLs.

The HNTB Companies

HOUSTON, ALABAMA, CA, COLORADO, MI, MICHIGAN, TEXAS, ILLINOIS, INDIANA, LA, MISSISSIPPI, MO, MISSOURI, NE, NEBRASKA, NY, NEW YORK, OH, OHIO, OK, OKLAHOMA, OR, OREGON, PA, PENNSYLVANIA, RI, RHODE ISLAND, SC, SOUTH CAROLINA, TN, TENNESSEE, TX, TEXAS, VA, VIRGINIA, WA, WASHINGTON, WI, WISCONSIN, WY, WYOMING

December 1, 2004

Page 2

COC	Maximum Detected Concentration	Critical PCL	Texas Background
Soil	mg/kg	mg/kg	mg/kg
Arsenic	18.0	5.01	5.9
Barium	450	443	300
Lead	17.0	3.03	15
Water	mg/L	mg/L	
Benzo(a)pyrene	0.0005	0.0002	NA
Arsenic	0.014	0.01	NA
Lead	0.051	0.015	NA

PCL - Protective concentration level.

Soil Critical PCL - Residential, 0.5 acre source area, Tier 1 ^{GW}Soil_{in} pathway.

Water samples were compared to Residential, Tier 1 ^{GW}GW_{in} pathway.

The pits will be excavated and the weathered cross-ties and associated soil will be disposed of properly in a licensed landfill. On completion of excavation activities, a letter report will be submitted detailing the extent of the excavated material.

If you have any questions or require further information, please contact myself at (972) 628-3111 or by email at bsims@HNTB.com or Jerry Holder at (972) 628-3159 or by email at jholder@HNTB.com.

Very truly yours,

HNTB CORPORATION



Brian Sims, P.G.
Environmental Planner



Fax Transmittal

To: **Senny**
Firm: **Town of Addison**
Fax #: **972-450-2837**

Date: **12/3**
Total Pages: **3** (including this cover)
Job Number:

From: **Brian Sims**

- High Resolution
- Urgent

Please notify sender at 972-661-5626 if pages are missing or if there is any transmission difficulty.

Message

Per your request.

Brian



ARCHITECTS ENGINEERS PLANNERS

15150 Surveyor Blvd.
Addison, TX 75001

972-361-0064
FAX 972-361-0065
www.hntb.com

November 15, 2004

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Attention: Mr. Don Good

Re: Holiday Work Schedule

Dear Mr. Good,

We are in receipt of letter dated November 11, 2004, in which you are requesting a total of 11 days to be considered neutral days. In discussion with the Town of Addison, it is their position that these 11-days are part of the 425-days originally bid for this project and they do not see a reason to deviate from the days originally bid.

Please let me know if you have any questions regarding this matter.

Thank you.

Regards,

Guy Van Baulen, E.I.T.
HNTB Corporation

Attachments:

cc: Project File
Steve Chutchian, Town of Addison
Jenny Nicewander, Town of Addison
Jerry D. Holder, HNTB Corporation
Michael Ebeling, HNTB Corporation

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ANAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NE; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY, MO; KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MADISON, WI; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA; ORLANDO, FL; OVERLAND PARK, KS; PLYMOUTH MEETING, PA; PORTLAND, ME; PORTLAND, OR; RALEIGH, NC; ST. LOUIS, MO; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA; SAN FRANCISCO, CA; SAN JOSE, CA; SEATTLE, WA; TAMPA, FL; TOLEDO, OH; WASHINGTON, D.C.



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

LETTER OF TRANSMITTAL

DATE	11/22/04	JOB NO.
ATTENTION		
RE:		

TO MARK HEALY
101 TURTLE CREEK BLVD
DALLAS TX 75207

GENTLEMAN:

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

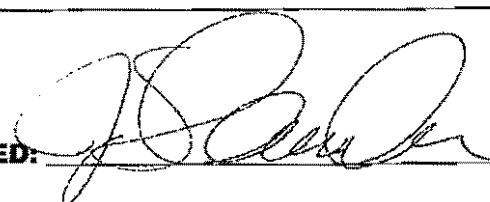
COPIES	DATE	NO.	DESCRIPTION
1 SET			ARPAHO PHS 3 PLANS

THESE ARE TRANSMITTED as checked below:

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

REMARKS: _____

COPY TO FILE

SIGNED: 
 Notify us at once.

November 19, 2004

Guy Van-Baulen, EIT
 HNTB
 5910 W. Plano Parkway, #200
 Plano, Texas 75093

Dear Guy:

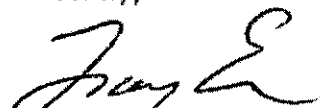
I have attached a breakdown of expenses relating to the power outage on November 11, 2004 at the Mapsco office at 4181 Centurion Way. As we understand it, the outage was caused by a crew employed by Archer/Western.

You indicated that we should tally our losses for the day and submit them to you. You would then deal with Archer/Western on recovering our losses.

I would expect that this will be expedited and a check released to us within 30 days.

If you have additional questions, please let me know.

Sincerely,



Tracy Eubanks
 Executive Vice President, Chief Operating Officer

972-450-9300 - office
 972-342-7397 - cell

cc Steve Chutchian, Town of Addison
 Bill Crepeau, Charter Furniture (Landlord)

Mapsco, Inc. 4181 Centurion Way Addison, TX 75001	
Expenses relating to Power Outage on November 11, 2004	
Labor	
Wages	9,685.74
Payroll Taxes	740.96
Benefits	1,026.70
Total Labor	11,453.40
Rent	460.27
Lost Sales	7,114.00
Total Losses	19,027.67



November 12, 2004

APAC – Texas, Inc.
Texas Bitulithic Division
2121 Irving Boulevard
Dallas, Texas 75207

Attention: Mr. Kirk Morris
Area Manager

Re: Belt Line Road Pavement Rehabilitation
Marsh Lane to Dallas North Tollway
Letter of November 11, 2004
Remediation of Unacceptable Asphalt Overlay

Dear Mr. Morris,

We have carefully reviewed the above referenced correspondence. We remind APAC - Texas, Inc. the spirit of partnering is an agreement, formal or otherwise, to mutually approach a resolution of project issues in a cooperative manner. Partnering does not extend to a requirement for the Owner or Engineer to accept a substandard quality of work.

Specific issues which arise in your correspondence are addressed as follows:

- “Shadowing” is an aesthetic visual issue and is not another term for reflective bumps.
- We strongly disagree with your assertion that statements made by APAC – Texas, Inc. at the preconstruction conference regarding bumps resulting from the use of pavement fabrics are a valid reason to disregard the quality requirements and thereby relieve the Contractor of his obligations under this contract.
- The severity and frequency of the bumps in the affected asphalt overlay, noted in our previous correspondence are not the result of the project design but are instead the direct result of construction means and methods chosen by APAC – Texas, Inc. We point out APAC – Texas, Inc.’s failure to follow the fabric manufacturer’s specific direction regarding the amplitude and frequency of the asphalt compaction effort. We further note, in direct contrast to your correspondence, once the compaction amplitudes were adjusted to the manufacturer’s recommendation, the severity of bumps was dramatically reduced. This is unrelated to the revision of the pavement fabric to a thinner material. A large percentage of the project was paved over the originally specified fabric and does not exhibit the same severity of bumps as the first night’s paving deemed unacceptable.

The HNTB Companies

OFFICES: ALBUQUERQUE, NM; ANNE ARBOR, MI; ANTIPOLO, CA; AUSTIN, TX; BAYON, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WA; CHICAGO, IL; CLEVELAND, OH

CONSTRUCTION: ALBUQUERQUE, NM; ANTIPOLO, CA; AUSTIN, TX; BAYON, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WA; CHICAGO, IL; CLEVELAND, OH; DALLAS, TX; DENVER, CO; HOUSTON, TX; LOS ANGELES, CA; MEMPHIS, TN; MIAMI, FL; MINNEAPOLIS, MN; NEW YORK, NY; OMAHA, NE; PHOENIX, AZ; PORTLAND, OR; RICHMOND, VA; SAN ANTONIO, TX; SAN DIEGO, CA; SEATTLE, WA; TAMPA, FL; TORONTO, ON; WASHINGTON, DC

- We take issue to your statement that HNTB has been unwilling to partner together to find a best solution. On the contrary, we have worked diligently with all parties to find solutions to the initial paving problems. It was HNTB that contacted the PavePrep manufacturer and spearheaded meetings between the parties involved in an effort to deliver a quality project to the Town of Addison.
- Quality Control of the new asphalt overlay is the responsibility of the Contractor and as such we deny it is our obligation to propose a solution to this issue and reiterate our position that APAC – Texas, Inc. prepare an acceptable method of remediation and bear all costs associated with such implementation.
- APAC – Texas, Inc. states the time sensitive nature of this project and yet has failed to provide adequate resources to complete this project within the specified contract duration. APAC – Texas, Inc. has failed to provide additional resources to compensate for plant and equipment breakdowns. The concrete milling operation originally scheduled for four days for completion has instead extended into the third week of the project. Additional paving crews were not utilized by APAC – Texas, Inc. even though it has been readily apparent the paving cannot be completed within the framework of the project schedule without such additional resources.

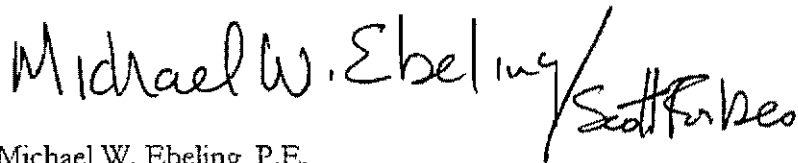
APAC – Texas, Inc. has repeatedly stated their desire to provide a quality product and to make repairs to the pavement in question to the satisfaction of the Town of Addison. We state again our request for a proposed plan to correct the unacceptable quality of the asphalt overlay in the area referred to in our November 5th letter and again state this plan must be accepted by the Engineer and repairs made within the current project schedule.

The issue of remobilization of your subcontractor Dustrol, Inc. for work at the railroad is an issue separate from the pavement quality issue and as such will be addressed under separate correspondence.

In closing, we would like to resolve this issue as soon as possible due to the project schedule nearing completion. Please contact us immediately if you have any questions.

Sincerely,

HNTB Corporation

Handwritten signature of Michael W. Ebeling and Scott Forbes. The signature is written in black ink and appears to be "Michael W. Ebeling / Scott Forbes".

Michael W. Ebeling, P.E.
Director of Construction Services

Encl: HNTB November 5th Letter
APAC November 11th Letter

Cc: M. Murphy, Town of Addison
R. Jones, Town of Addison
J. Pierce, Town of Addison
S. Chutchian, Town of Addison
J. Nicewander, Town of Addison
J. Holder, HNTB Corporation
S. Forbes, HNTB Corporation

J. Pierce, Town of Addison
S. Chutchian, Town of Addison
J. Nicewander, Town of Addison
J. Holder, HNTB Corporation
S. Forbes, HNTB Corporation

Kirk D. Morris
Area Manager

A subsidiary of Ashland Paving And Construction, Inc.
Texas Bitulithic Division
P.O. Box 224048, Dallas, TX 75222-4048
Tel: 214 741-3531, Fax: 214 742-3540

November 11, 2004

Michael W. Fheling
HNTB Corporation
5910 W. Plano Parkway Ste. 200
Plano, Texas 75093

RE: HNTB Letter Dated November 5, 2004

Mr. Fheling,

In response to your letter dated November 5, APAC – Texas, Inc. first reminds your firm that we boldly stated at the pre-construction meeting on October 14, 2004 that the pavprep product, and joint fabrics in general, do cause reflective bumps in the asphalt paving mat. We have never deviated from this stance. The manufacturer of this product even notes in its own literature that shadowing (a more delicate word for reflective bumps) can and may occur. Still, HNTB has chosen to force the follow through of the use of this material to the point of requesting orally that APAC – Texas, Inc. re-source the project with a thinner version of the pavprep joint fabric that still produces the same reflective bump results. Representatives from both Pavprep and their distributor Lone Star Products have been available and consistently providing feedback. As to whether installation was correct or incorrect, these industry representatives have quickly pointed out that APAC – Texas, Inc. has correctly installed the fabric. APAC – Texas, Inc. has been available to try every suggestion provided by the manufacturer and HNTB.

Given the statements above, APAC – Texas, Inc. would only be meddling with the approved design for this project in order to remediate a problem. Design for this project is and has always been the responsibility of the Town of Addison and assumably their contract manager, HNTB Corporation. APAC – Texas, Inc. is the contractor for the Town of Addison. We only offer advice as to our previous experience not that any particular experience has bearing on the current project. We seek to fulfill the specifications as they are contracted. We can only point out where we think design has caused conflict with specifications such as our statements made at the October 14, 2004 meeting. Therefore, the designer should propose a solution on how best to resolve these conflicts.

Speaking specifically to your letter's denial of cost and time claims before they materialize, we find this issue to be disturbing and disheartening as to HNTB's and presumably the Town of Addison's unwillingness to partner together to find a best fit solution. The willingness to partner together in these issues has certainly been the attitude of APAC and we assumed with HNTB personnel associated with this project prior to the receipt of this letter referenced above.

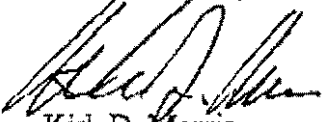
Kirk D. Morris
Area Manager

A subsidiary of Ashland Paving And Construction, Inc.
Texas Bitulthic Division
P.O. Box 224048, Dallas, TX 75222-4048
Tel: 214 741-3631, Fax: 214 742-3540

In addition, we are currently visiting with our subcontractor, Dustrol, Inc., about additional cost, if any, and time, if any, that will be needed due Dustrol's needing to remobilize the project to rework the butt joint at the railroad tracks due to the HNTB's representative reversing his previous decision on where to place the first butt joint at the railroad tracks. Obviously, this is a very time sensitive project which requires close attention to matters where decision reversal affects the overall critical path.

Sincerely,

APAC - Texas, Inc.



Kirk D. Morris
Area Manager

Cc: M. Murphy, Town of Addison
R. Jones, Town of Addison
J. Pierce, Town of Addison
S. Chutchian, Town of Addison
J. Nicewander, Town of Addison
J. Holder, HNTB Corporation
S. Forbes, HNTB Corporation

Jenny Nicewander

From: Kelly Dlouhy [KDlouhy@HNTB.com]
Sent: Wednesday, October 27, 2004 5:33 PM
To: Jenny Nicewander
Subject: Environmental Services

Hi Jenny -

I just talked with Jerry and advised him of the situation. He recommends we do this initial sampling under our existing contract. After the samples are analyzed, we will be able to put together a more accurate scope and fee for the City. We will keep track of our hours for this initial effort.

In order to get the samples analyzed and back as soon as possible, we will need to know how you would like to proceed with the lab. I will be sending you an email with information about the lab we recommend. I will also include the approximate cost for the first round of sampling. We would like to get into the field tomorrow if possible.

Thank you for all your coordination efforts. Please let me know if you need additional information.

Kelly

<<Kelly Dlouhy (KDlouhy@HNTB.com).vcf>>

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

10/28/2004

ACCOUNT AGREEMENT

WHEREAS, the aforesated applicant has applied for an open account with Anachem in order for Anachem to provide laboratory testing services for the applicant on credit; and

WHEREAS, should Anachem approve the application, the following terms and conditions shall govern the applicants open account.

NOW, THEREFORE, applicant and Anachem agree as follows:

1. That Anachem will provide the applicant with laboratory testing without advance or C.O.D. payment for services so long as applicant pays one hundred percent (100%) of any invoice within sixty (60) days or any discount amounts as specified on Anachem's invoice.
2. Should the applicant fail to make the payments as specified in the preceding paragraph, Anachem may take any or all of the following actions:
 - A. Cease all services that Anachem is performing for the applicant;
 - B. Withhold the results, reports other materials on any completed work or work in progress for the applicant; and
 - C. Take any legal action necessary to collect the account.
3. The applicant agrees to pay any collection cost incurred by Anachem to collect the account balance including reasonable attorney's fees.
4. The applicant agrees that Anachem may charge a late fee of 3.5% on the unpaid balance of any amounts due Anachem for more than sixty-five (65) days.
5. Notwithstanding any provisions to the contrary, applicant's account balance shall not exceed \$ _____. Should applicant's account balance exceed the amount stated herein, then Anachem shall have no obligation to perform any additional services for applicant.

SIGNED this the _____ day of _____, 20____.

Applicant

by: _____

**ACCEPTED:
ANACHEM, INC.**

By _____
William A. Davis.

ANACHEM, INCORPORATED

8 Prestige Circle, Suite #104
Allen, Texas 75002
(972) 727-9003
Fax (972) 727-9686
800-966-1186

Web Site: www.anachem.com
Email Address: email@anachem.com

PRICEBOOK & STATEMENT OF QUALIFICATIONS

REVISION 033cv – 10/05/04

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ANACHEM, INCORPORATED PRICEBOOK

GENERAL INFORMATION

Pricebook Information

Anachem is able to provide a wide range of services in the areas of Environmental Sciences. Our price schedule describes the analysis we provide with few exceptions. If there is an area of interest not included in this price schedule, please call and we will try to facilitate your needs.

The prices listed in this schedule are based on a normal turnaround time. Turn around time will be measured from the time a sample is received in our Allen office if it arrives before 12:00 noon. Elapsed time for samples arriving after 12:00 noon will begin at 8:00 A.M. on the first working day after receipt. Holidays and weekends will not be counted as elapsed time (see page 10). Expedited service is also available on a prearranged basis. All analyses are billed on a net 60 day basis with discounts given for early payment.

Quality Assurance/Quality Control

Typical Quality Assurance for a set of commercial samples would include blank data, duplicate sample analysis, spiked sample data, and surrogate recovery data where appropriate. We will be pleased to implement additional "Project Specific" Quality Assurance measures at your request for an additional fee.

Methods

Anachem Inc. uses, as appropriate, methods approved by a wide range of governmental, environmental, and regulatory agencies, as well as those of recognized societies and associations dedicated to laboratory testing, industrial testing, and public health. Methods required by the U.S. Environmental Protection Agency (EPA) are listed unless otherwise stated.

Reports

Anachem's reports to Clients include sample and quality control analytical results with identification of analytical methods, QA/QC procedures utilized, as well as pertinent observations on each project. Customized report formats can be produced to meet Client's specifications and are available upon request. Anachem's Terms and Conditions will govern all work performed.

Sample Management

Upon request, sampling kits will be prepared and delivered free of charge unless overnight delivery is required. The Client is responsible for delivery of samples to our laboratory; however arrangements may be made for free local pick-up service.

The remaining portions of samples analyzed will be held in archive storage for 30 days from the date of receipt. After the 30 day time period has expired, Anachem will dispose of the sample at no charge unless the sample is found to be hazardous. If the sample is hazardous, the client will be informed and may either retrieve the sample or pay for samples to be returned.

Organic Analysis

Analysis	Matrix	Container	Sample Size	Preservation	Holding Time	Price
ACID EXTRACTABLES - EPA 625, 8270						
	Water	L-Amber G w/T	1000ml	4°C, Na ₂ S ₂ O ₃	7 Days	225.00
	Solid	G w/T	100g	4°C	14 Days	225.00
ACID EXTRACTABLES & BASE NEUTRAL ORGANICS - EPA 625, 8270						
	Water	L-Amber G w/T	1000ml	4°C, Na ₂ S ₂ O ₃	7 Days	300.00
	Solid	G w/T	100g	4°C	14 Days	300.00
BASE/NEUTRAL EXTRACTABLES - EPA 625, 8270						
	Water	L-Amber G w/T	1000ml	4°C, Na ₂ S ₂ O ₃	7 Days	225.00
	Solid	G w/T	100g	4°C	14 Days	225.00
BTEX – 5035 Extraction						
	Solid	G w/T, 2x VOA	Various	4°C	Variable	5.00
BTEX - EPA 602, 8021, 8260						
	Water	2x VOA Vials	40ml	4°C, NaHSO ₄ to pH<2	14 Days	60.00
	Solid	G w/T	50g	4°C	14 Days	60.00
BTEX and MTBE - EPA 602, 8021, 8260						
	Water	2x VOA Vials	40ml	4°C, NaHSO ₄ to pH<2	14 Days	81.00
	Solid	G w/T	50g	4°C	14 Days	81.00
BTEX/TPH – EPA 602, 8021,8260/TX 1005						
	Water	4x VOA Vials	40ml	4°C, NaHSO ₄ to pH<2	14 Days	90.00
	Solid	G w/T	100g	4°C	14 Days	90.00
BTEX/MTBE/TPH - EPA 602,8021,8260/TX 1005						
	Water	4x VOA Vials	40ml	4°C, NaHSO ₄ to pH<2	14 Days	111.00
	Solid	G w/T	100g	4°C	14 Days	111.00
BTEX/TPH - EPA 8021/8015 Gasoline Range for Oklahoma, Colorado, or Louisiana						
	Water	2x VOA Vials	40ml	4°C, NaHSO ₄ to pH<2	14 Days,La 7 Days	83.00
	Solid	G w/T	100g	4°C	14 Days,La 7 Days	83.00
BTEX/TPH - EPA 8021/8015 Modified for Diesel Range for Oklahoma, Colorado, or Louisiana						
	Water	L-A G w/T,2xVOA	1000ml & 40ml	4°C, NaHSO ₄ to pH<2	14 Days,La 7 Days	90.00
	Solid	G w/T	100g	4°C	14 Days,La 7 Days	90.00
DIAZINON – EPA MOD 8141						
	Water	L-A G w/T	1000ml	4°C, Na ₂ S ₂ O ₃	7 Days	176.00
	Solid	G w/T	100g	4°C	14 Days	176.00
HERBICIDES - EPA 8151						
	Water	L-Amber G w/T	1000ml	4°C, Na ₂ S ₂ O ₃	7 Days	176.00
	Solid	G w/T	100g	4°C	14 Days	176.00
HYDROCARBON CHARACTERIZATION - Modified EPA 8015						
	Water	L-Amber G w/T	1000ml	4°C	14 Days	75.00
	Solid	G	100g	4°C	14 Days	75.00

Additional sample volumes may be necessary. TRRP projects may require greater sample volumes to be collected. Please contact your sales representative for required sample volumes.

Organic Analysis

Analysis

Matrix	Container	Sample Size	Preservation	Holding Time	Price
OIL AND GREASE - EPA MOD 413.1, 1664					
Water	L-Amber G w/T	1000ml	4°C, HCl, H ₂ SO ₄ to pH<2	14 Days	65.00
Solid	G w/T	100g	4°C	14 Days	65.00
PCBs IN OIL - EPA 8082, 608					
Oil	G w/T	50ml	N/A	N/A	75.00
PCB's - EPA 8082, 608					
Water	L-Amber G w/T	1000ml	4°C, Na ₂ S ₂ O ₃	7 Days	116.00
Solid	G w/T	100g	4°C	14 Days	116.00
PESTICIDES - EPA 608, 8081					
Water	L-Amber G w/T	1000ml	4°C, Na ₂ S ₂ O ₃	7 Days	176.00
Solid	G w/T	100g	4°C	14 Days	176.00
PESTICIDE/PCB COMBO EPA 8081, 8082, 608					
Water	L-Amber G w/T	1000ml	4°C, Na ₂ S ₂ O ₃	7 Days	250.00
Solid	G w/T	100g	4°C	14 Days	250.00
PNA/PAH - EPA 8270					
Water	L-Amber G w/T	1000ml	4°C, Na ₂ S ₂ O ₃	7 Days	140.00
Solid	G w/T	100g	4°C	14 Days	140.00
SEMI-VOLATILES - See Acid Extractables & Base Neutral Organics					
TCLP - See Page 10					
TPH 5035 Extraction for Texas 1005					
Solid	G w/T, 2x VOA	Various	4°C	variable	5.00
TPH - Texas 1005					
Water	2x VOA Vial	40ml	4°C, NaHSO ₄ to pH<2	14 Days	45.00
Solid	G w/T	50g	4°C	14 Days	45.00
TPH - Texas 1006					
Water	2x VOA Vial	40ml	4°C, NaHSO ₄ to pH<2	14 Days	200.00
Solid	G w/T	50g	4°C	14 Days	200.00
TPH - EPA 8015 Gasoline Range for Oklahoma, Colorado, or Louisiana					
Water	2x VOA Vial	40ml	4°C, NaHSO ₄ to pH<2	14 Days	50.00
Solid	G w/T	50g	4°C	14 Days	50.00
TPH - EPA 8015 Modified for Diesel Range for Oklahoma, Colorado, or Louisiana					
Water	L-Amber G w/T	1000ml	4°C	14 Days	50.00
Solid	G w/T	100g	4°C	14 Days	50.00

Additional sample volumes may be necessary. TRRP projects may require greater sample volumes to be collected. Please contact your sales representative for required sample volumes.

Organic Analysis

Analysis	Matrix	Container	Sample Size	Preservation	Holding Time	Price
TTO - TOTAL TOXIC ORGANICS						
Includes Acid Extractables, Base Neutrals Organics, Pesticides & PCB's, and Volatiles						699.00
VOLATILES - EPA 624, 8260 Use 8260 to substitute 8240						
	Water	2x VOA Vial	40ml	4°C, NaHSO ₄ to pH<2	14 Days	149.00
	Solid	G w/T	50g	4°C	14 Days	149.00
VOLATILES and MTBE - EPA 624, 8260 Use 8260 to substitute 8240						
	Water	2x VOA Vial	40ml	4°C, NaHSO ₄ to pH<2	14 Days	170.00
	Solid	G w/T	50g	4°C	14 Days	170.00
VOLATILE 5035 EXTRACTION						
	Solid	G w/T, 4x VOA	Various	4°C	Variable	20.00

TRRP QA/QC is 15% of the Total Order

Additional sample volumes may be necessary. TRRP projects may require greater sample volumes to be collected. Please contact your sales representative for required sample volumes.

Inorganic Analysis

Analysis	Matrix	Container	Sample Size	Preservation	Holding Time	Price
ACIDITY - EPA 305.1, 305.2	Water	P	200ml	4°C	14 Days	24.00
ALKALINITY, TOTAL - EPA 310.1	Water	P	200ml	4°C	14 Days	24.00
ANIONS BY IC PER ANALYTE - EPA 300.0, 9056				<i>Bromide,(48hrs.) Chloride,(28days) Fluoride,(28days) *Nitrate,</i>		
				<i>*Nitrite, Phosphate,(48 hr.) Sulfate (28 days)</i>		
	Water	P	500ml	4°C	See above	20.00
	Soil	P or G	100g	4°C	See above	20.00
*Nitrate and Nitrite - 48 hour holding time.						
ANION/CATION BALANCE	Water	P	1000ml	4°C	14 Days	250.00
BICARBONATE ALKALINITY - EPA 310.1	Water	P	200ml	4°C	14 Days	24.00
BICARBONATE ION - EPA 310.1	Water	P	200ml	4°C	14 Days	4.00
CARBONATE ALKALINITY - EPA 310.1	Liquid	P	200ml	4°C	14 Days	24.00
CARBONATE ION - EPA 310.1	Liquid	P	200ml	4°C	14 Days	4.00
CATION EXCHANGE CAPACITY - EPA 9081	Soil	G	50g	4°C	28 Days	65.00
CHEMICAL OXYGEN DEMAND (COD) - EPA 410.4	Water	P	100ml	4°C, H ₂ SO ₄ to pH<2	28 Days	35.00
CHLORINE WATER - EPA 330.4	Water	P	500ml	4°C	ASAP	24.00
COLOR - EPA 110.2	Water	P	250ml	4°C	48 Hours	20.00
CORROSIVITY - EPA 9040, 9041, 9045, 150.1	Water	G	200ml	4°C	Zero	12.00
	Solid	G	100g	4°C	14 Days	12.00
CYANIDE, AMENABLE (Includes Total)- EPA 335.1, 9010	Water	P	500ml	4°C, NaOH/AS.Acid pH>12	14 Days	88.00
	Solid	G	100g	4°C	14 Days	88.00
CYANIDE, TOTAL - EPA 335.2, 9010	Water	P	500ml	4°C, NaOH/AS.Acid pH>12	14 Days	44.00
	Solid	G	100g	4°C	14 Days	44.00
FERROUS IRON-HACH	Water	P	500ml	4°C	ASAP	24.00
FLASHPOINT - EPA 1010	Liquid	G w/T	500ml	N/A	30 Days	58.00

Additional sample volumes may be necessary. TRRP projects may require greater sample volumes to be collected. Please contact your sales representative for required sample volumes.

Inorganic Analysis

Analysis	Matrix	Container	Sample Size	Preservation	Holding Time	Price
HARDNESS - EPA 130.2						
	Water	P	200ml	4°C, HNO ₃ to pH<2	6 Months	24.00
HEXAVALENT CHROMIUM - SM 3500 CR-D						
	Water	P	100ml	4°C	24 Hours	24.00
	Soil	P or G	100g	4°C	28 Days	24.00
IGNITABILITY - ASTM D92, 1030						
	Solid	G	50g	N/A	N/A	20.00
MOISTURE CONTENT - EPA 160.3						
	Solid	G	50g	4°C	7 Days	22.00
NITROGEN, AMMONIA - EPA 350.2						
	Water	P	1000ml	4°C, H ₂ SO ₄ to pH<2	28 Days	30.00
	Solid	P	100g	4°C	28 Days	30.00
NITROGEN, TOTAL KJELDAHL (TKN)- EPA 351.3						
	Water	P	500ml	4°C, H ₂ SO ₄ to pH<2	28 Days	45.00
	Solid	P	20g	4°C	28 Days	45.00
NITROGEN, TOTAL						
				(Calculation from Nitrate+Nitrite and TKN)		90.00
NITROGEN, TOTAL ORGANIC						
				(Calculation from Ammonia and TKN)		80.00
PAINT FILTER TEST (FREE LIQUIDS) - EPA 9095						
	Solid	G	500g	N/A	N/A	10.00
pH - EPA 150.1, 9040, 9041, 9045						
	Liquid	P	50ml	4°C	ASAP	12.00
	Solid	G	50g	4°C	ASAP	12.00
PHENOLICS - EPA 420.1, 9065						
	Water	G	1000ml	4°C, H ₂ SO ₄ to pH<2	28 Days	45.00
	Solid	G	100g	4°C	28 Days	45.00
PHOSPHORUS, TOTAL - EPA 365.2						
	Water	G	500ml	4°C, H ₂ SO ₄ to pH<2	28 Days	35.00
	Solid	G	50g	4°C	28 Days	35.00
REACTIVITY (CYANIDE/SULFIDE)						
	Water	P or G	500ml	4°C	14 Days	78.00
	Solid	G	100g	4°C	14 Days	78.00
SETTLABLE SOLIDS - 160.5						
	Water	P	1000ml	4°C	7 Days	24.00
SEVEN-DAY LEACHING PROCEDURE						
	Solid	P	150g	4°C	N/A	34.00
SILICA - SM 4500 SI - D						
	Water	P	500ml	4°C	28 Days	24.00
SODIUM ABSORPTION RATIO						
	Soil	G	50g	4°C	28 Days	60.00
SPECIFIC CONDUCTANCE - EPA 120.1, 9050						
	Water	P	100ml	4°C	14 Days	24.00
	Solid	P	100g	4°C	14 Days	24.00
SPECIFIC GRAVITY/DENSITY - ASTM1429						
	Liquid/Soil	P	200ml	4°C	N/A	24.00

Additional sample volumes may be necessary. TRRP projects may require greater sample volumes to be collected. Please contact your sales representative for required sample volumes.

Inorganic Analysis

Analysis	Matrix	Container	Sample Size	Preservation	Holding Time	Price
SULFITE - EPA 377.1	Water	P	100ml	4°C	Zero	35.00
SULFIDE - EPA 376.1	Water	P	500ml	4°C, NaOH & ZnAC to pH 9	7 Days	35.00
TDS - TOTAL DISSOLVED SOLIDS - EPA 160.1	Water	P	500ml	4°C	7 Days	24.00
TS - TOTAL SOLIDS - EPA 160.3	Water	P	250ml	4°C	7 Days	24.00
TSS - TOTAL SUSPENDED SOLIDS - EPA 160.2	Water	P	500ml	4°C	7 Days	24.00
TVS - TOTAL VOLATILE SOLIDS - EPA 160.4	Water	P	250ml	4°C	7 Days	35.00
TCLP - <i>See Page 10</i>						
TURBIDITY - EPA 180.1	Water	P	100ml	4°C	48 Hours	14.00

TRRP QA/QC is 15% of the Total Order

Additional sample volumes may be necessary. TRRP projects may require greater sample volumes to be collected. Please contact your sales representative for required sample volumes.

METALS

	Container	Sample Size	Preservation	Holding Time	Price
RCRA METALS	P	500ml or 100g	HNO ₃ to pH<2	6 Months	*124.00
NPDES METALS	P	500ml	HNO ₃ to pH<2	6 Months	*184.00
503 SLUDGE METALS	P	500ml or 100g	HNO ₃ to pH<2	6 Months	*182.00
LEAD IN PAINT	P	5g		6 Months	*22.00

* This price includes metals prep charge.

Analysis per Metal

ICP	P	500ml	HNO ₃ to pH<2	6 Months	12.00
MERCURY - COLD VAPOR	P	500ml	HNO ₃ to pH<2	28 Days	20.00
ICP - MS	P	500ml	HNO ₃ to pH<2	6 Months	12.00
ICP - MS LOW LEVEL	P	500ml	HNO ₃ to pH<2	6 Months	15.00
Mercury Preparation Charge					10.00
Other metals sample preparation					10.00

MISCELLANEOUS CHARGES

	Price
COMPOSITING PER SAMPLE	11.00
FILTRATION OF SAMPLE	5.00
METHANOL SAMPLE CONTAINER PREP	7.00
PULVERIZATION OF SAMPLE	16.00

KEY TO ABBREVIATIONS

L-A G w/T or L-Amber G w/T - Liter Amber glass jar with Telfon-lined lid

G w/T - Glass jar with Telfon-lined lid

G - Glass jar

P - Plastic bottle

VOA or VOA Vial - Zero headspace vial for VOC's

HCl - Hydrochloric Acid

H₂SO₄ - Sulfuric Acid

HNO₃ - Nitric Acid

NaHSO₄ - Sodium Bisulfate

NaOH - Sodium Hydroxide

Na₂S₂O₃ - Sodium Thiosulfate (Use only if sample contains free or combined chlorine.)

ZnAC - Zinc Acetate

Additional sample volumes may be necessary. TRRP projects may require greater sample volumes to be collected. Please contact your sales representative for required sample volumes.

Toxicity Characteristic Leaching Procedure (TCLP)

Metals	124.00*	Pesticides	176.00*
Arsenic	* Plus Extraction	Chlordane	* Plus Extraction
Barium		Endrin	
Cadmium		Heptachlor	
Chromium		Lindane	
Lead		Methoxychlor	
Mercury		Toxaphene	
Selenium		Herbicides	176.00*
Silver		2,4-D	* Plus Extraction
Volatiles	149.00*	2,4,5-TP (Silvex)	
Benzene	* Plus Extraction		
2-Butanone (MEK)		Extractions	
Carbon tetrachloride		7-Day Leachate	34.00
Chlorobenzene		TCLP Non-volatile Extraction	66.00
Chloroform		SPLP Non-volatile Extraction	66.00
1,2-Dichloroethane		TCLP Zero Headspace (ZHE)	116.00
1,1-Dichloroethene		SPLP Zero Headspace (ZHE)	116.00
Tetrachloroethene			
Trichloroethene		Full TCLP - Solid or Liquid Phase	800.00
Vinyl chloride		Full TCLP - Without Pest. & Herb.	650.00
Semivolatiles	300.00*		
2-Methylphenol (o-Cresol)	* Plus Extraction		
3-Methylphenol (m-Cresol)			
4-Methylphenol (p-Cresol)			
1,4-Dichlorobenzene			
2,4-Dinitrotoluene			
Hexachlorobenzene			
Hexachlorobutadiene			
Hexachloroethane			
Nitrobenzene			
Pentachlorophenol			
Pyridine			
2,4,5-Trichlorophenol			
2,4,6-Trichlorophenol			

Sample Volumes Required for TCLP Extraction

Matrix	Metals	Volatiles	Semivolatiles	Pests/Herbs	Full
TCLP					
Aqueous <0.5% solids	1 liter	3 x 40ml	1 liter	2 liters	4 liters
Solvent/Oil	2 liters	500ml	2 liters	2 liters	4 liters
Sludge/Soil >0.5% solids	1 liter	500ml	2 liters	2 liters	4 liters
Solid	150g	50g	150g	150g	200g

Matrix	Preservation	Collection to Extraction	Extraction to Analysis
Volatiles	4°C	14 days	14 days
Semivolatiles	4°C	14 days	7/40 days
Pesticides	4°C	14 days	7/40 days
Herbicides	4°C	14 days	7/40 days
Mercury	4°C	28 days	28 days
Other Metals	4°C	180 days	180 days

TURN AROUND TIME FOR EACH TEST

Turn around time (TAT) will be measured from the time a sample(s) is received in our Allen office. If the sample(s) arrive before 12:00 noon, the customer can expect results to be reported before noon of the due date. If the sample(s) arrive after 12:00 noon, the customer can expect results before close of business on the date the report is due. Holidays and weekends will not be considered elapsed time unless previously negotiated. The rush charges on samples with multiple tests will be reported using the longest TAT and charged at the highest RUSH. Samples needing RUSH TAT must be confirmed with customer service before submitting samples.

Analysis	10 Days	7 Days	5 Days RUSH	3 Days RUSH	2 Days RUSH	1 Day RUSH
BTEX	-	-	-	Normal	50%	100%
TPH-TX 1005	-	-	-	Normal	50%	100%
TPH-Diesel	-	-	-	Normal	50%	100%
Volatiles	-	Normal	25%	50%	100%	-
Pest./PCB's	-	Normal	25%	50%	100%	-
Herbicides	-	Normal	25%	50%	100%	-
PAH 8270	-	-	Normal	50%	100%	-
Semi Volatiles	-	Normal	25%	50%	100%	-
TCLP Organics	Normal	25%	50%	100%	-	-
TCLP Metals	Normal	25%	50%	100%	-	-
Metals	-	Normal	25%	50%	100%	-
RCI	-	Normal	25%	50%	100%	-
Cyanide	-	Normal	25%	50%	100%	-
Phenols	-	Normal	25%	50%	100%	-
Phosphorous	-	Normal	25%	50%	100%	-
Ammonia	-	Normal	25%	50%	100%	-
TKN	-	Normal	25%	50%	100%	-

NOTE: Turn around time for TRRP reports. All TAT's for TRRP projects must have an additional 3 days added to delivery date for TRRP data summary. For example: Rush projects which have a 1 day TAT will actually have a 4 day TRRP TAT. Normal TAT projects which have a 5 day TAT will actually have an 8 day TRRP TAT.

STANDARD TERMS AND CONDITIONS

Confidentiality: It is our position that all data generated for and paid for by a client is the property of that client. Such data will not be discussed or released to another party without the written consent of the client. In the event that data is demanded by means of a legal subpoena the client will be notified.

Terms: Payment in advance is required for all clients except those whose credit has been established by filing a credit application. For clients with open accounts, terms are net 60 days. Past due accounts will be put on a cash basis until the account is brought current. When an account is more than 30 days past due, Anachem will resort to a collection agency and the client is responsible for collection and/or legal fees.

Billing: All fees are billed directly to the client who submitted the sample for analysis. Anachem will bill a third party only if a purchase order or letter accepting responsibility has been received from the third party.

Fees: Fees are based on our published price list which is available upon request. However, these prices are subject to change without notice. Clients may receive a bid for prices by negotiating a special quotation with your technical service representative or management.

Discounts: Discounts are given for early payment according to the following schedule:

Prepayment	-25%
30 days	-20%
45 days	-15%
60 days	net

After 65 Days, A 3.5% Late Fee Will Be Assessed

Minimum Fee: The minimum fee per work order is \$30.

Rush Analyses: A surcharge of 25-100% will be added to the list price of an analysis if data is required in less than the standard turn around time. All rush analysis must be prearranged with customer service or your technical representative.

Contracts: Any contract that purports to supereede or contradict our standard terms and conditions requires the signature of a company officer.

Requests for Service: All samples must be accompanied by a chain of custody document which clearly identifies the following: client requesting analysis, the reporting and billing address, sample identification which corresponds to labels on each sample, and a description of what analysis is requested for each sample. Forms for this purpose will be supplied by Anachem if requested. Likewise, any Change or Request for additional analysis must be made in writing. Anachem will not be responsible for holding times which are exceeded or analysis which is not performed in compliance with the client's wishes if proper documentation is not submitted. If a change or cancellation is received after work on requested analysis is initiated the client will be responsible for payment for work performed.

Reports: Reports will be faxed to the client the day they are generated. In addition, one copy of the report and the original COC will be mailed to the person and address given on the COC. Additional FAX's and/or mailed copies will be billed at \$2 each. Anachem will retain one copy of the report and supporting records indefinitely. Requests for copies of archived reports will be billed at \$35/report.

Retention of Samples: Samples are routinely archived for 30 days unless they are consumed or are deemed to be perishable. After 30 days samples will be disposed of. If a sample is hazardous, the client will be informed and may either retrieve the sample or pay for the sample to be returned. The sample and portions thereof remain the property of the client at all times.

Warranty and Limits of Liability: Anachem warrants the accuracy of test results, within the limits commonly accepted by our industry, for the sample as submitted. We accept no responsibility for the purposes for which the client uses the test results and we prohibit the use of our name in connection with conclusions based on our reports. Anachem hereby objects to any terms or conditions contained in any acceptance or order submitted by any client which conflicts with our Standard Terms and Conditions unless specifically authorized by a formal contract. Anachem, Inc. does not accept responsibility for actual and/or consequential damages to samples or containers and/or delays caused by common carriers.

ANACHEM, INCORPORATED STATEMENT OF QUALIFICATIONS

GENERAL INFORMATION

Anachem, Inc. has extensive experience in analyzing many types of samples for a variety of components. Specific matrices include:

Water	Soil
Sludge	Oil and Coal
Cements	Air Samples

Anachem, Inc. is experienced in the analysis of environmental samples for various hazardous components and our results are accepted by the Texas Commission of Environmental Quality. Specific tests we run that pertain to Environmental Regulations are as follows:

Water Discharge to the Environment; NPDES, 40 CFR 122, 136
Organic Contaminants
Metals
Cyanide and Phenols

Drinking Water Standards; SDWA
Primary Standards 40 CFR Part 141
Secondary Standards 40 CFR Part 143

Hazardous Waste Classification; RCRA, 40 CFR Part 261
TCLP; Classification of wastes for disposal

ANACHEM, INCORPORATED

STAFF

PRESIDENT AND C.E.O.

William Davis

QUALITY ASSURANCE/QUALITY CONTROL OFFICER

Kathryn Hartzell

LABORATORY MANAGER

Howard Hayden

TECHNOLOGY DIRECTOR

Jim Rowley

ORGANIC CHEMISTRY

Anthony Taylor

Tom Pinkston

Mary Bennett

INORGANIC CHEMISTRY

Kathryn Hartzell

TECHNICAL REPRESENTATIVES

Perry Dunlap

Ted Spackey

OFFICE STAFF

Leonard Stinyard - Login

Velda Embrey - Reporting

Clayton Jones - Bookkeeper

Debbie Speed – Customer Service Manager

Sheila Quigley – Administrative Assistant

WILLIAM A. DAVIS, B.B.A.

Mr. Davis joined Anachem, Inc., in 1995 as the company's business manager. Mr. Davis has 25 years of finance and general management experience. Prior to joining Anachem, Mr. Davis served as the Chief Credit Officer, Senior Lending Officer and Senior Vice President of the First National Bank of Allen. His duties included the management of the bank's loan and investment functions. During the eighties, Mr. Davis was the Executive Vice President and Chief Credit Officer of the Premier National Bank in Dallas with responsibility for day to day operations including the bank's investment portfolio and commercial lending divisions.

KATHRYN HARTZELL, B.A.

Ms. Hartzell is an analytical chemist in the Inorganic Department. She received her degree from Trenton State College and has over 10 years experience in the environmental industry. Her previous employers include ERMI Environmental Laboratories where she was employed as an Inorganic Laboratory Manager. Ms. Hartzell is currently working on her MS in Chemistry from the University of Texas at Dallas.

HOWARD HAYDEN, B.S.

Mr. Hayden supervises the analytical functions of both organic and inorganic laboratories. Mr. Hayden was educated at Sterling College in Sterling, Kansas where he received a Bachelors degree in Biology. Mr. Hayden worked two years for National Environmental Testing Laboratories as Organic and Inorganic sample prep supervisor. Additionally, he has experience in the analysis of BTEX, Alcohols, Semi-volatiles, Pesticides, Herbicides, and Chlorinated Hydrocarbons by GC, as well as, GC/MS identification of volatile and semi-volatile compounds.

JIM ROWLEY, B.B.A., MCSE

Mr. Rowley serves as the Technology Director for Anachem, Inc. His primary responsibilities are the integrity of data and security of the network infrastructure. Duties include the design and installation of network and telecommunication equipment, software development and configuration, backups, and disaster recovery. Mr. Rowley received his Bachelors degree from the University of North Texas in Management, and completed his IT training at Southern Methodist University. He has 5 years of network management experience, and served as a network support administrator for an environmental laboratory for 5 years.

TOM PINKSTON, B.S.

Mr. Pinkston works as an analytical chemist in the inorganic as well as the organic section of our laboratory. He has a Bachelors degree in chemistry from the University of Austin. Mr. Pinkston has over 15 years of experience in the field of trace metals analysis. Prior to joining Anachem, Inc., Mr. Pinkston was Production Lab Manager for Air Liquide-America, Inc. Mr. Pinkston is experienced in all aspects of sample preparation, sample analysis, and QA/QC methodology.

VELDA EMBREY

Mrs. Embrey has been with Anachem, Inc. since 1991. She is responsible for generating and proofing client reports. Prior to coming to Anachem, she worked 4 years proofing and editing government contracts with Electrospace, Inc. and 18 years in the banking industry.

DEBBIE SPEED

Mrs. Speed is the customer service manager. She has been with Anachem since 1990. Mrs. Speed is familiar with our records, our organization, and our sample inventory. She believes that every customer is equally important to us. She oversees that data is correctly organized and reports are directed to the right people.

ANTHONY D. TAYLOR, B.S.

Mr. Taylor received his degree from Alcorn State University. He is employed at Anachem as an analytical chemist in the organic chemistry section. Prior to joining Anachem, Mr. Taylor was employed as an analyst for over two years with National Environmental Testing. Mr. Taylor is experienced in all aspects of sample preparation and quality control procedures for EPA methods, as well as, BTEX and TPH.

CLAYTON JONES, B.B.A.

Mr. Jones joined Anachem, Inc. in January, 1996 as the company's bookkeeper. He received his Bachelors degree from the University of Houston in accounting. Mr. Jones has over thirty years of accounting experience in several different industries including two fortune 500 corporations. Prior to joining Anachem, he served as the corporate accountant for Employers National Life Insurance Company.

LEONARD STINYARD

Mr. Stinyard is responsible for receiving and logging in samples from our clients, as well as, serving as our sample custodian. He is in charge of the receipt, archival, and disposal of all samples for Anachem Inc.

SHEILA QUIGLEY

Mrs. Quigley has an extensive background in customer service at Anachem, Inc. She maintained accurate and detailed accounting records while operating her own printing business, she acquired additional records experience in the payroll department of a national restaurant corporation, as well as, a mortgage company. She has acquired the skills and commitment necessary to provide outstanding customer service.

MARY BENNETT

Mrs. Bennett received her degree from Florida Community College of Jacksonville. Mary joined Anachem in 2001 as an analytical chemist in both organic and inorganic sections of our laboratory.

TECHNICAL REPRESENTATIVES

PERRY DUNLAP, B.B.A.

Mr. Dunlap is a sales representative for Anachem, Inc. He was educated at Dallas Baptist University, in Dallas, Texas. Prior to joining Anachem, Inc., Mr. Dunlap worked fifteen years as a purchasing agent for Fisher Controls/Monsanto. As a purchasing agent, Mr. Dunlap purchased more than seven million a year in outside purchasing, and dealt with sales persons from all over the world.

H. TED SPACKEY, B.S.

Mr. Spackey is a sales representative for Anachem, Inc. He received his Bachelors degree in Chemistry from Trinity University in 1961. Prior to joining Anachem, Inc., Mr. Spackey worked eight years as technical sales representative for Pfizer, Inc. As a technical sales representative Mr. Spackey was responsible for the sale of acrylimide and xanthan polymers to the oil industry.

LABORATORY FACILITIES

Anachem, Inc.'s laboratory is housed in a 10,000 sq. ft. facility which is conveniently located two blocks east of State Highway 75 and Bethany Road in Allen, Texas. Additionally, Anachem can accommodate numerous sample volumes and sampling supplies in our 4,000 sq. ft. warehouse space adjacent to the laboratory. Our laboratory has two separate sample preparation rooms with all pertinent glassware, reagents and sample handling equipment. Our three instrument laboratories are in separate rooms with secure access and limited to Anachem personnel only. Our office is equipped to rapidly produce reports in several formats, depending on client needs. We are able to generate electronic deliverables via email, web accessible files on our web site, or hard copy reports for all our clients.

COMPUTER SYSTEM

Our laboratory utilizes the latest technologies for data collection, storage, and backups. The server and client systems at Anachem run the latest Microsoft software which utilizes a 100Mb/sec backbone. Our 3Com switches and Dell servers provide dependable data transfer and reliable network security. Anachem's L.I.M.S. (Laboratory Information Management System) tracks and stores the lab data for distribution to our clients. The L.I.M.S. runs on the Microsoft SQL Server 2000 platform with multiple backups initiated throughout the day on various storage mediums. All of the critical systems at Anachem are protected by UPS (Uninterrupted Power Supply).

Customers can now request their final reports in a PDF format sent directly to their email.

Go to our web site and read more at www.anachem.com

GAS CHROMATOGRAPHY/MASS SPECTROMETRY

Our laboratory is equipped with five Hewlett-Packard 5890/5970 Gas Chromatograph/Mass Spectrometers. Three instruments are configured to analyze volatile organic chemicals by EPA Method 624 or 8260 using a capillary column. The other two instruments are configured to analyze semi-volatile organic chemicals by EPA Method 625 or 8270 using a capillary column. All five GC/MS units are serviced by the Tecknivent data acquisition systems, which allow simultaneous data collection and recovery. This equipment allows for target analyte computer searching for all regulated organic compounds using the NBS computer library, and tentatively identified compound analysis.

GAS CHROMATOGRAPHY

Our gas chromatograph equipment consists of a Hewlett-Packard 5890 Series II with dual electron capture detectors (ECD), Shimadzu GC-14A with a flame ionization detector (FID) and an electron capture detector (ECD). These instruments also have an auto-sampler and an IBM-compatible PC data package. They are capable of running methods 608, 8015, 8081 and 8151.

Anachem also has three Hewlett-Packard 5890 Series II gas chromatograph equipped with photo ionization detectors (PID) and FID for analyses conforming to EPA methods 601, 602, 8021, 8015 GRO. In addition, Anachem also has three Hewlett-Packard 5890 gas chromatographs equipped with a flame ionization detector (FID). They are used to analyze for TPH Texas 1005, 1006, 8015 diesel range, and hydrocarbon characterization.

INDUCTIVELY COUPLED PLASMA (ICP) MASS SPECTROPHOTOMETRY

Anachem uses a Perkin Elmer Elan 9000 ICP-MS. This instrument is capable of analyzing trace metals at detection limits much lower than the ICP-AES. Linear range of the ICP-MS is several orders of magnitude. Analysis conforms to EPA 200.8 and 6020.

INDUCTIVELY COUPLED PLASMA (ICP) SPECTROPHOTOMETRY

Anachem is equipped with a Perkin Elmer Optima 4300 DV dual view ICP-AES. The effective range is 5-6 orders of magnitude for most elements. Analysis conforms to EPA 200.7 and 6010.

ION CHROMATOGRAPHY

Anachem is equipped with a Dionex DX 500 ion chromatograph set up to analyze aqueous inorganic anions included in EPA method 300.0. The anions include fluoride, chloride, bromide, nitrite, nitrate, phosphate, and sulfate.

MERCURY ANALYZER - P/E FIMS 400 FLOW INJECTED Hg ANALYZER

Anachem uses the Perkin-Elmer FIMS-400 Mercury flow injection system for the analysis of Mercury. This is the most advanced application of the cold vapor techniques and is extremely sensitive. This system is used to support analysis for EPA methods 7470 and 7471.

EXTRACTORS

Our organic sample preparation room is equipped with sixteen liquid-liquid and soxhlet extractors used in EPA methods 3520 and 3540. We use a number of separatory funnels in the liquid-liquid extraction described in EPA method 3510 and 413.1, Oil and Grease determination. A Fisher Scientific 550 sonic dismembrator extracts soils for EPA methods 3550.

METALS DIGESTION

Anachem uses a 54 well hot block system to accomplish sample acid digestion for Mercury, ICP & ICP-MS analyses in accordance with EPA 3000, 7000 and 200 series methods.

EVAPORATORS

Anachem has two Labconco Rapidvap concentrators to reduce sample extracts to the correct volume.

HVAC

The Organic laboratory, the Inorganic laboratory and the two sample preparation areas are isolated from each other and are served by different HVAC systems. The storage areas and hood rooms are not connected to the air handling system.

MISCELLANEOUS EQUIPMENT

- Refrigerators for storage of environmental samples.
- Rotary extractors for TCLP.
- pH meters.
- Conductivity meter.
- Cyanide, phenol, TKN distillation stills.
- Constant temperature water bath, 25 C to 100.4 C.
- Incubator, 30-45 C.
- Blue M convection and vacuum ovens.
- IEC Centra-7, IEC UV, and IEC Model K centrifuges.
- 2 Servall superspeed centrifuges.
- Three Mettler analytical balances.
- Two NIST Top-loading balances.
- NIST thermometer.
- NIST Recirculating coolers.

EQUIPMENT/INSTRUMENT USED IN ANALYSES

MAJOR EQUIPMENT	MANUFACTURER DESCRIPTION	APPLICABLE RANGE	FREQUENCY OF CALIBRATION
Five GC/MS	HP 5890 HP 5970 MSD	0.01 - 100ppm	Daily calibration std. on 5 point curve.
Two GC ECD/FID	Shimadzu GC -14A Varian 3400 HP 5890 Series II	10 ⁻⁶ - 100ppm	Same as above.
Three GC PID	HP 5890 Series II	0.01 - 100ppm	Same as above.
Two GC FID	HP 5890	0.01 - 100ppm	Same as above.
IC	Dionex DX 500	0.01 - 100ppm	Daily set of tests.
ICP	Perkin Elmer	0.01 - 1000ppm	Daily set of tests.
Mercury Analyzer	Perkin Elmer FMS-400	0.0002-0.1ppm	Daily set of tests.
Spectrophotometer	Milton Roy Spectronic 20D	0 - 100% Transmiss. 0 - inf. Absorbance	Daily/Every set of tests.
pH Meter	Orion 525A	0 - 14 Std Units	Daily/Every set of tests.
Conductivity Meter	VWR	2-10,000mmohs/cm	Daily/Every set of tests.
Two Balances	Mettler H51 5 place Mettler AE100 4 pl.	10 ⁻⁵ - 160 grams 10 ⁻⁴ - 110 grams	Once a year by serv. co. w/NIST weights. Daily w/class
ICPMS	Perkin Elmer	0.0005 - 2ppm	Daily

SAMPLE PROCESSING QUALITY CONTROL

Samples Arrive in Laboratory

Samples Inspected/ID No. Assigned

Samples Logged and Work Order Prepared

Work Order Reviewed; Samples Sub-sampled,
Duplicated, and Spiked

Samples Assigned to Analyst

Analysis Conducted by Analyst
Calibration Check Std., Blanks, Spiked Samples, Duplicates

Analytical Data Checked by Peer Chemist
Return to Analyst for Re-Testing if Necessary

Data, QC Data Reviewed
Return to Analyst for Review

Data Reviewed by Anachem Lab Manager

Data Reported to Client

QUALITY CONTROL

It is the objective of Anachem to provide accurate analytical data which may be used with confidence in a decision making process. The purpose of our Quality Control Program is to control the analytical variables and eliminate (or at least demonstrate) human errors. However, the level and type of quality control required is not the same for all samples.

Anachem processes a wide variety of samples which can be categorized as established EPA, OSHA, or ASTM protocols, routine self developed methods and new or unique problems. For Quality Control purposes these categories will be dealt with separately.

EPA, OSHA AND ASTM PROTOCOLS

EPA protocols are published in great detail and include Quality Control information. Anachem makes every effort to follow these methods. Our Quality Control effort includes tuning twice a day using PFBTA, BFB and DFTPP compounds, duplicates (5%), blanks (5%), internal standards (100%), and surrogate spiked (100%), as specified by the protocols published in the Federal Register.

OSHA and ASTM protocols often allow more latitude in areas such as choice of column(s) or GC/LC parameters. However, laboratory procedures, reagents and calculations are prescribed and a general requirement is made that any deviation from the published method must meet or exceed the published requirements for detection limit, accuracy and reproducibility. Anachem will deviate from these methods only when the technology is improved and only within the limits allowed by the publishing authority. Good laboratory practices and quality assurance programs will apply.

ROUTINE METHODS

Routine methods will be subject to the same Quality Assurance procedures as all other methods. Quality Control procedures will consist of 5% duplicates, 5% blanks and EPA or NIST reference samples, when possible. In addition, instrument performance will be documented prior to each sample set. Instrument calibration will be performed using single or multiple calibration standards depending on the range of concentrations and customer requirements.

NON-STANDARD TESTS

Frequently this laboratory is asked to perform non-standard tests in unique situations. Often only one sample is submitted and the customer's requirements may be as unique as the sample. Quality Control will be discussed with the customer and arrangements will be made which fit the customer's requirements and budget.

QUALITY ASSURANCE

1. Laboratory Instrumentation
 - 1.1 Maintenance logs are maintained on all major pieces of equipment.
 - 1.2 Analytical balances are calibrated annually with NIST weights by an outside source and checked daily by the chemist.
2. Standard Methods
 - 2.1 EPA and ASTM protocols are followed without deviation, unless a written description of the deviation appears on the report.
 - 2.2 Copies of standard methods are available to all lab personnel who handle a sample.
3. Record Keeping
 - 3.1 Samples
 - 3.1.1 Samples are logged into LIMS as they arrive and are assigned a unique number which is used for sample tracking.
 - 3.1.2 The chain of custody forms are reviewed by the Quality officer, or designee and a report is generated which identifies the customer sample ID, describes the sample, and details the work to be performed.
 - 3.1.3 Duplicates and spikes are incorporated into the sample flow by the chemists and reported with the sample results.
 - 3.1.4 Information about sample handling, dates, methods and raw data are maintained by laboratory personnel.
 - 3.1.5 Reports are generated by LIMS. One copy is sent to the customer and a second is kept on file at Anachem, Inc.
 - 3.1.6 The entire history of any sample can be collected using the unique sample number for a period of five (5) years after receipt.
 - 3.2 Instruments
 - 3.2.1 Each instrument has an electronic log book which records samples run.
 - 3.2.2 Calibrations and performance samples are filed by date.
 - 3.3 Data
 - 3.3.1 Raw data is filed with Anachem's copy of the report.
 - 3.3.2 Raw data can be correlated with QC Data and maintenance data by date.
 - 3.4 Laboratory Records
 - 3.4.1 All laboratory personnel maintain records which document the methods used, date of extraction and date of analysis, special instructions, problems and the information pertinent to each day's work.
 - 3.5 Calibration Standards
 - 3.5.1 A special notebook records all weights, measurements, calculations and instructions associated with the making and use of analytical standards.

PROJECT DESCRIPTIONS

Analysis for the Oklahoma Water Resource Board / Oklahoma Department of Environmental Quality

Analysis for the Texas National Resource Conservation Commission

Analysis for the UST and Solid Waste Bureaus of the New Mexico Environmental Department

Anachem, Inc. has performed analysis for many clients located in Texas, Oklahoma, and New Mexico and our data was in turn reported to their state agency for review.

Oklahoma State Surplus Property Distribution Center

Oklahoma Department of Central Services

State of Oklahoma

Analysis: Chlorinated and Non-chlorinated Compounds

Kirtland Air Force Base

Albuquerque, New Mexico

Analysis: Lead and Asbestos Abatement

Vought Aircraft

Dallas, Texas

Analysis: TPH and BTEX

Dallas Naval Air Station

Dallas, Texas

Analysis: Complete TCLP for hazardous waste characterization

Super Conducting Collider

Waxahachie, Texas

Analysis: NPDES Analysis

Holloman Air Force Base

Albuquerque, New Mexico

Analysis: TCLP Lead

Analysis for the U.S. Army Corps. of Engineers

Waco, Texas

Analysis: TPH/BTEX & PAH's

SUMMARY OF PROJECTS

The following represents a cross section of projects that Anachem has been involved with and the various industries that have been served.

Analysis of soil and water samples from UST removals.

Leak Tec Inc., The Environment Company, & Leigh Engineering

Anachem, Inc. performs services for firms who are involved with detection and site remediation of leaking underground storage tanks. These clients require testing on soil samples containing unknown quantities of petroleum hydrocarbons, BTEX, and lead. These projects are on-going.

Analysis for Phase II site assessments.

ManTech Inc./ Mec X, Inc., ICF Kaiser Engineers Inc., & W.E.S.T. Inc.

Anachem, Inc. performs testing in order to give information concerning sites and possible remediation and/or disposal.

Hazardous Waste Characterization

Environmental Management Inc. & Disposal Services

Anachem, Inc. performs analysis on samples from emergency spill sites in order to determine necessary procedures. This work is often done on a rush basis.

Analysis of water samples for NPDES compliance.

The City of Las Vegas, City of Espanola, & City of Belen

Anachem, Inc. supports several municipalities who do not have the laboratory facilities or expertise to analyze their water for priority pollutants.

Lead Abatement Studies

RERC Inc., W.E.S.T. Inc., & Environmental Materials Inc.

Analysis of soil, water and paint chips for lead

Analysis of water samples from landfill monitoring wells.

Pol From
GAGLE

AFTER RECORDING RETURN TO:
Attn: CAROL ERICK
HEXTER-FAIR TITLE COMPANY
8333 Douglas Avenue, #130
Dallas, TX 75225

1649554

12/26/01 3000538 \$47.00
Deed

1819-92

SPECIAL WARRANTY DEED

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

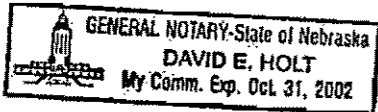
That UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to the undersigned by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged and confessed, HAS GRANTED, SOLD, AND CONVEYED, and by these presents DOES HEREBY GRANT, SELL, AND CONVEY unto the TOWN OF ADDISON, a municipal corporation of the State of Texas, Grantee, all of that certain real estate (the "Property") lying and being situated in Dallas County, Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof for all purposes.

Further reserving unto Grantor, its lessees, licensees, successors and assigns, three (3) perpetual exclusive easements over, across, in, under, above and upon those areas of the Property (the "Easement Property") described in Exhibits B-1, B-2 and B-3 attached hereto and made a part hereof, in which areas Seller, its lessees, licensees, successors and assigns may construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, railroad signal lines, railroad communication lines, railroad appurtenances and other railroad facilities. Notwithstanding anything contained herein, this reservation is for the purpose of allowing Grantor to fulfill its obligations as Lessor under any Lease, between the Seller and Dallas, Garland & Northeastern Railroad, Inc. ("DGNO") (the "Easement Property Lease"); provided, however, that Grantor recognizes and acknowledges that Grantee is acquiring the Property for certain public purposes, including the extension, construction, use, maintenance and repair of a public street and right of way, together with incidental purposes in connection therewith, and Grantor and Grantor's lessees, licensees, successors and assigns shall not unreasonably interfere with Grantee's use of the Property, including the Easement Property, subject to such Crossing Agreements entered into between Grantor and/or its lessees and Grantee. At such time as Grantor, in its sole discretion, determines that the Easement Property is no longer required in connection with the railroad operations of Grantor or its lessees, licensees, successors or assigns, Grantor shall convey the Easement Property to Grantee, in a form agreed to between Grantor and Grantee.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On DECEMBER 20, 2001, before me, a Notary Public in and for said County and State, personally appeared R.D. UTRICH and C.J. MEYER, ASSISTANT VICE PRESIDENT and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



(SEAL)

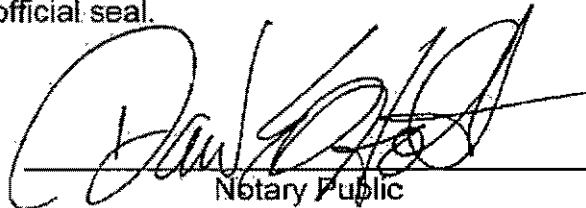

Notary Public

EXHIBIT A
TO SPECIAL WARRANTY DEED
FROM UNION PACIFIC RAILROAD COMPANY (GRANTOR)
TO TOWN OF ADDISON (GRANTEE)

2001249 09045

Parcel 3
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 7.3267 acre (319,149 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 323, Town of Addison, Dallas County, Texas, and being a portion of a called 3 & 48/100 acre tract of land conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 278, Page 115 of the Deed Records of Dallas County, Texas, a portion of a called 4 1/2 acre tract of land conveyed to conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 279, Page 449 of said Deed Records, and all of a called 68/100 of an acre tract of land conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 470, Page 329 of said Deed Records; said 7.3267 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found in the North right of way line of Beltline Road (variable width) at the intersection of the West line of said called 3 & 48/100 acre tract, said point being the Southeast corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison, as evidenced by plat recorded in Volume 90012, Page 3386 of said Deed Records;

THENCE, NORTH 17°34'19" WEST, (Called North 25°06' West), departing said North right of way line of Beltline Road, along the common West line of said called 3 & 48/100 acre tract and East line of said Lot 1, Block A, passing at a distance of 410.87 feet a 3/4 inch iron pipe found, continuing for a total distance of 462.01 feet to the **POINT OF BEGINNING**, said point being a point of curvature to a curve to the left and the South corner of said called 4 1/2 acre tract;

THENCE, NORTHWESTERLY, departing said common line and along the common Southwesterly line of said called 4 1/2 acre tract and Northeasterly line of said Lot 1, Block A, and along the arc of said curve to the left having a radius of 714.00 feet, a central angle of 58°39'27", a chord bearing North 46°54'03" West, for a distance of 699.46 feet, for an arc distance of 730.97 feet to the end of said curve at the East corner of said called 68/100 of an acre tract;

PARCEL 3 - ARAPAHO ROAD PROJECT

THENCE, SOUTH 80°11'36" WEST, (called South 71°20' West), departing said common line and along the common South line of said called 68/100 of an acre tract and North line of said Lot 1, Block A, passing at a distance of 87.65 feet the common most Northerly Northwest corner of said Lot 1, Block A, and East corner of a right of way dedication for Arapaho Road as indicated on said plat of Beltwood Reservoir, departing said common line and continuing along the common South line of said called 68/100 of an acre tract and North lines of said Beltwood Reservoir and said right of way dedication, passing at a distance of 480.26 feet the common Northwest corners of said Beltwood Reservoir and said right of way dedication and Northeast corners of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records and a 60 foot right of way dedication for Arapaho Road as indicated on said plat of Addison Restaurant Park, departing said common line and along the common South line of said called 68/100 of an acre tract and North lines of said Addison Restaurant Park and said 60 foot right of way dedication, for a total distance of 659.08 feet to an angle point;

THENCE, SOUTH 85°49'17" WEST, (called South 77°20'), continuing along said common line, a distance of 301.09 feet to the West corner of said called 68/100 of an acre tract in the South line of a 100 foot wide right of way conveyed to Dallas Area Rapid Transit Property Acquisition Corporation as evidenced by the deed recorded in Volume 91008, Page 1390 of said Deed Records, said corner being the beginning of a non-tangent curve to the left;

THENCE, NORTHEASTERLY, departing said common line and along the common North line of said called 68/100 of an acre tract and South line of said Dallas Area Rapid Transit right of way and along the arc of said curve to the left having a radius of 2914.79 feet, a central angle of 17°33'08", a chord bearing North 74°45'45" East for 889.44 feet, passing at an arc distance of 578.08 feet the common most Northerly Northwest corner of said called 68/100 of an acre tract and West corner of said called 4 1/2 acre tract, continuing along the common North line of said called 4 1/2 acre tract and South line of said Dallas Area Rapid Transit right of way, for a total arc distance of 892.92 feet to the point of tangency of said curve;

PARCEL 3 - ARAPAHO ROAD PROJECT

THENCE, NORTH 65°59'11" EAST, continuing along said common line, passing at a distance of 744.35 feet the common Northeast corner of said called 4 1/2 acre tract and Northwest corner of said called 3 & 48/100 tract, continuing along the common North line of said called 3 & 48/100 tract and South line of said Dallas Area Rapid Transit right of way, a total distance of 1033.95 feet to a point in the West right of way line of Addison Road (variable width);

THENCE, SOUTH 00°18'13" EAST, departing said common line and along said West right of way line of Addison Road, a distance of 4.42 feet to the North corner of Lot 3, Block 1 of Addison Car Care as evidenced by the plat recorded in Volume 87111, Page 0286 of said Deed Records, said corner being the Easterly line of said called 3 & 48/100 acre tract, said corner also being the beginning of a non-tangent curve to the left;

THENCE, SOUTHWESTERLY, departing said line and along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said Lot 3, Block 1, Addison Car Care addition, and along the arc of said curve to the left, having a radius of 714.00 feet, a central angle of 74°34'00", a chord bearing South 19°42'41" West, for 865.02 feet, passing at an arc distance of 213.91 feet the common Southwest corner of said Lot 3 and Northwest corner of a 60 foot right of way dedication for Arapaho Road as indicated on said plat of Addison Car Care addition, continuing along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said right of way dedication, passing at an arc distance of 305.02 feet the common Southwest corner of said 60 foot right of way dedication and Northwest corner of Lot 2, Block 1 of said Addison Car Care addition, continuing along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said Lot 2, Block 1, Addison Car Care addition, passing at an arc distance of 569.05 feet the common Southwest corner of said Lot 2, Block 1, Addison Car Care addition and Northwest corner of Lot 1, Block 1 of said Addison Car Care addition, continuing along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said Lot 1, Block 1, Addison Car Care addition, passing at an arc distance of 745.45 feet a 5/8 inch iron rod found for the common Southwest corner of said Lot 1, Block 1, Addison Car Care addition and Northwest corner of Lot 1 of Sambuca II/Filling Station Addition, an addition to the Town of Addison as evidenced by the plat recorded in Volume 94093, Page 06201 of said Deed Records, continuing along the common Easterly line of said called 3 & 48/100 acre tract the Westerly line of

PARCEL 3 - ARAPAHO ROAD PROJECT

said Lot 1, Sambuca II/Filling Station Addition, for a total arc distance of 929.22 feet to the end of said curve;

THENCE, SOUTH 15°07'17" EAST, (Called North 25°06' West), continuing along said common line, passing at a distance of 57.46 feet a 1/2 inch iron rod found for the common Southwest corner of said Lot 1, Sambuca II/Filling Station Addition and Northwest corner of Lot 2, Sambuca II/Filling Station Addition, continuing along the common Easterly line of said called 3 & 48/100 acre tract the Westerly line of said Lot 2, Sambuca II/Filling Station Addition, for a total distance of 156.04 feet to a point for corner, from which to a 3/4 inch iron rod found for the Southwest corner of said Lot 2, Sambuca II/Filling Station Addition bears South 15°07'17" East, a distance of 5.08 feet;


THENCE, SOUTH 72°25'41" WEST, departing said common line, a distance of 95.60 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 7.3267 acres or 319,149 square feet of land within the metes recited.

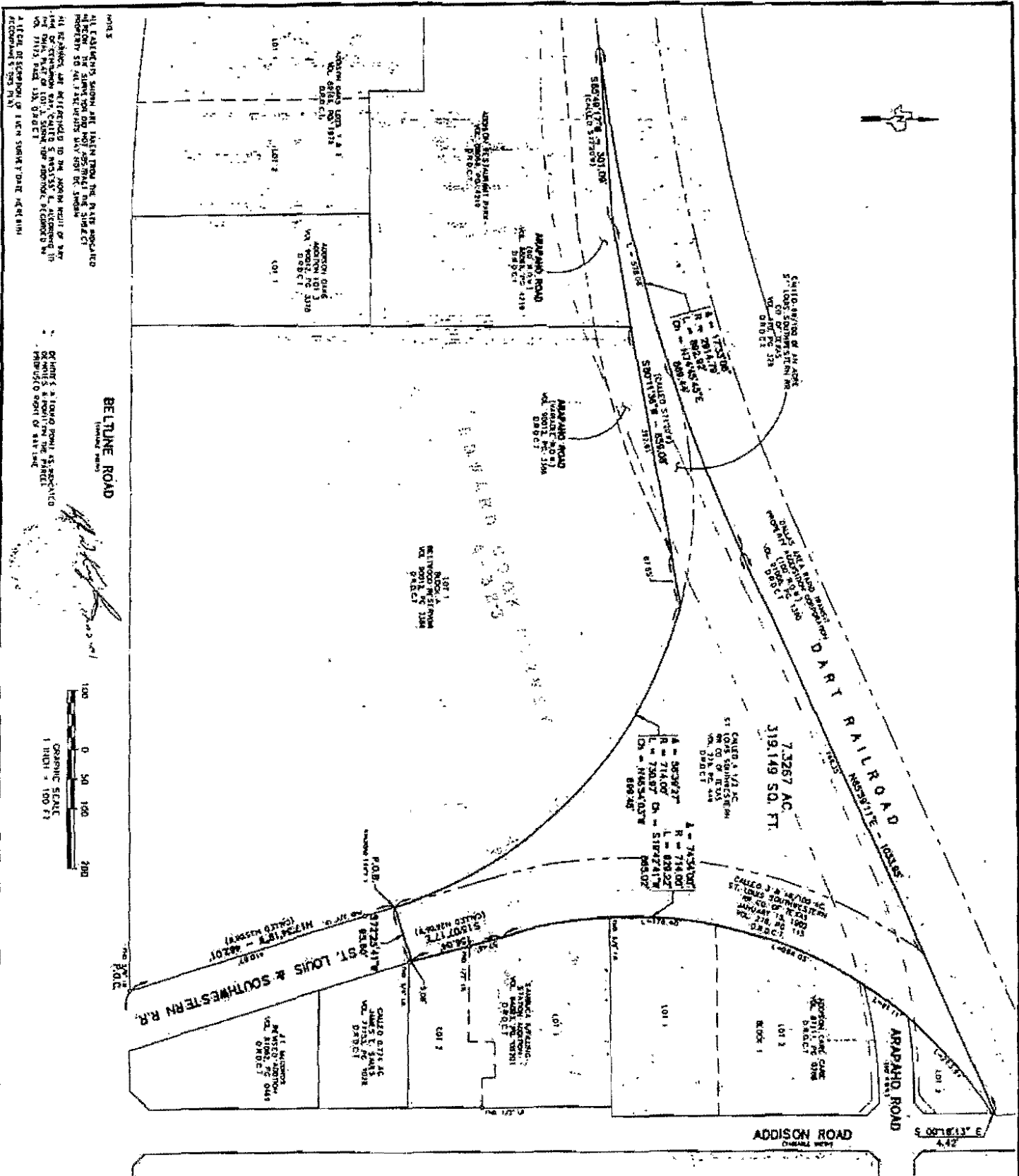
All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Hugh Wilson Knight, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.


Hugh Wilson Knight, R.P.L.S.
Texas Registration No. 4872
11-07-01

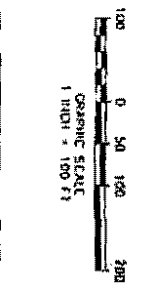




ALL EASEMENTS SHOWN ARE TAKEN FROM THE DATA ASSOCIATED WITH THE SURVEY AND ARE NOT TO BE CONSIDERED AS A WARRANTY OF TITLE OR AS A GUARANTEE OF THE ACCURACY OF THE SURVEY. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY UNRECORDED EASEMENTS OR INTERESTS. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE PUBLIC RECORDS OFFICE AND HAS FOUND NO EVIDENCE OF ANY UNRECORDED EASEMENTS OR INTERESTS.

OWNER'S A TOWN BOOK IS ASSOCIATED WITH THIS PARCEL. THE TOWN BOOK IS A PUBLIC RECORD AND IS AVAILABLE FOR INSPECTION AT THE PUBLIC RECORDS OFFICE.

[Handwritten signature]



DATE: 10-01-01
SCALE: 1" = 100'
CALC. BY: C.E.C.
DRAWN BY: C.E.C.
CHECK BY: H.W.K.
JOB NO.: 302-01-008
FILE: PAR03.DWG

PARCEL 3
ARAPAHO ROAD PROJECT
 7.3267 AC.
 319,149 SQ. FT.

IN THE E. COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

ARS
 Engineers, Inc.
 5810 N. Central Expressway, Suite 1000
 Dallas, Texas 75206
 (214) 759-9152 Fax (214) 750-8825

2001269 09050

EXHIBITS B-1, B-2, B-3
TO SPECIAL WARRANTY DEED
FROM UNION PACIFIC RAILROAD COMPANY (GRANTOR)
TO TOWN OF ADDISON (GRANTEE)

2001249 09051

Parcel 3
Railroad Easement 1
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 1.1645 acre (50,727 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 323, Town of Addison, Dallas County, Texas, and being a portion of a called 3 & 48/100 acre tract of land conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 278, Page 115 of the Deed Records of Dallas County, Texas, a portion of a called 4 1/2 acre tract of land conveyed to conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 279, Page 449 of said Deed Records, and a portion of a called 68/100 of an acre tract of land conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 470, Page 329 of said Deed Records; said 1.1645 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod found in the North right of way line of Beltline Road (variable width) at the intersection of the West line of said called 3 & 48/100 acre tract, said point being the Southeast corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison, as evidenced by plat recorded in Volume 90012, Page 3386 of said Deed Records;

THENCE, NORTH 17°34'19" WEST, (Called North 25°06' West), departing said North right of way line of Beltline Road, along the common West line of said called 3 & 48/100 acre tract and East line of said Lot 1, Block A, passing at a distance of 410.87 feet a 3/4 inch iron pipe found, continuing for a total distance of 462.01 feet to the South corner of said called 4 1/2 acre tract;

THENCE, NORTH 72°25'41" EAST, departing said common line, a distance of 24.51 feet to the **POINT OF BEGINNING** of the herein described tract, said point being 25 feet Southwesterly from the centerline of the existing railroad track, measured at a right angle;

THENCE, along the Southwesterly line of the herein described tract, 25 feet from and parallel or concentric to the existing railroad tract, the following courses and distances:

PARCEL 3 - ARAPAHO ROAD PROJECT
RAILROAD EASEMENT 1

NORTH 17°34'19" WEST, a distance of 4.16 feet to the point of curvature of a curve to the left;

NORTHWESTERLY, along the arc of said curve to the left having a radius of 728.32 feet, a central angle of 48°31'08", a chord bearing North 41°49'53" West for 598.49 feet, for an arc distance of 616.75 feet to the point of compound curvature of a curve to the left;

NORTHWESTERLY, along the arc of said curve to the left having a radius of 675.63 feet, a central angle of 33°11'16", a chord bearing North 83°52'48" West for 386.07 feet, for an arc distance of 391.52 feet to the end of said curve;

SOUTH 75°37'38" WEST, a distance of 162.23 feet to a point in the common North line of said called 68/100 of an acre tract in the South line of a 100 foot wide right of way conveyed to Dallas Area Rapid Transit Property Acquisition Corporation as evidenced by the deed recorded in Volume 91008, Page 1390 of said Deed Records, said corner being the beginning of a non-tangent curve to the left;

THENCE, NORTHEASTERLY, departing said line and along the common North line of said called 68/100 of an acre tract and South line of said Dallas Area Rapid Transit right of way and along the arc of said curve to the left having a radius of 2914.79 feet, a central angle of 5°46'03", a chord bearing North 69°44'56" East for 293.29 feet, for an arc distance of 293.41 feet to a point being 25 feet Northeasterly from the centerline of the existing railroad track, measured at a right angle, said point being the beginning of a non-tangent curve to the right;

THENCE, along the Northeasterly line of the herein described tract, 25 feet from and parallel or concentric to the existing railroad tract, the following courses and distances:

SOUTHEASTERLY, along the arc of said curve to the right having a radius of 725.93 feet, a central angle of 23°08'23", a chord bearing South 78°48'53" East for a distance of 291.19 feet, for an arc distance of 293.18 feet to the point of compound curvature of a curve to the right;

PARCEL 3 - ARAPAHO ROAD PROJECT
RAILROAD EASEMENT 1

SOUTHEASTERLY, along the arc of said curve to the right having a radius of 778.32 feet, a central angle of 48°33'26", a chord bearing South 41°51'02" East for a distance of 640.05 feet, for an arc distance of 659.62 feet to the point of tangency of said curve;

SOUTH 17°34'19" EAST, a distance of 4.16 feet to a point for corner;

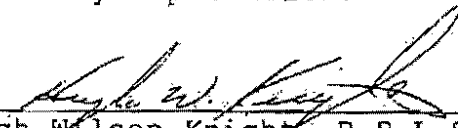
THENCE, SOUTH 72°25'41" WEST, departing said line, a distance of 50.00 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 1.1645 acres or 50,727 square feet of land within the metes recited.

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

A plat of even survey date herewith accompanies this description.

I, Hugh Wilson Knight, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.


Hugh Wilson Knight, R.P.L.S.
Texas Registration No. 4872
11-02-01



Parcel 3
Railroad Easement 2
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.8440 acre (36,764 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 323, Town of Addison, Dallas County, Texas, and being a portion of a called 3 & 48/100 acre tract of land conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 278, Page 115 of the Deed Records of Dallas County, Texas, and a portion of a called 4 1/2 acre tract of land conveyed to conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 279, Page 449 of said Deed Records; said 0.8440 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the intersection of the West line of said called 3 & 48/100 acre tract with the North right of way line of Beltline Road (variable width), said point being the Southwest corner of J.T. McCords Revised Addition, an addition to the Town of Addison as evidenced by the plat recorded in Volume 81082, Page 0469 of said Deed Records;

THENCE, NORTH 17°34'19" WEST, (Called North 25°06' West), along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said J.T. McCords Revised Addition, passing at a distance of 330.20 feet the common Northwest corner of said J.T. McCords Revised Addition and Southwest corner of a called 0.774 acre tract of land conveyed to James E. Sauls as evidenced by the deed recorded in Volume 77153, Page 1028 of said Deed Records, continuing along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said called 0.774 acre tract, a total distance of 487.08 feet to a 3/4 inch iron rod found for the common Northwest corner of said called 0.774 acre tract and Southwest corner of Lot 2 of Sambuca II/Filling Station Addition, an addition to the Town of Addison as evidenced by the plat recorded in Volume 94093, Page 06201 of said Deed Records;

THENCE, NORTH 15°07'17" WEST, (Called North 25°06' West), departing said common line and along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said Lot 2, a distance of 5.08 feet to a point;

PARCEL 3 - ARAPAHO ROAD PROJECT
RAILROAD EASEMENT 2

THENCE, SOUTH 72°25'41" WEST, departing said common line, a distance of 21.45 feet to a point;

THENCE, NORTH 17°34'19" WEST, a distance of 4.16 feet to the point of curvature of a curve to the left;

THENCE, NORTHWESTERLY, along the arc of said curve to the left having a radius of 778.32 feet, a central angle of 04°14'01", a chord bearing North 19°41'20" West for a distance of 57.50 feet, for an arc distance of 57.51 feet to the **POINT OF BEGINNING** of the herein described tract, said point being 25 feet Easterly from the centerline of the existing railroad track, measured at a right angle;

THENCE, NORTHWESTERLY, continuing along the arc of said curve to the left having a radius of 778.32 feet, a central angle of 14°14'54", a chord bearing North 28°55'47" West for a distance of 193.06 feet, for an arc distance of 193.55 feet to a point 25 feet Westerly from the centerline of the existing railroad track, measured at a right angle, said point being the beginning of a non-tangent curve to the right;

THENCE, along the Westerly line of the herein described tract, 25 feet from and parallel or concentric to the existing railroad tract, the following courses and distances:

NORTHERLY, along the arc of said curve to the right having a radius of 1,059.32 feet, a central angle of 16°00'32", a chord bearing North 00°48'16" West for a distance of 295.02 feet, for an arc distance of 295.98 feet to the point of tangency of said curve;

NORTH 07°12'00" EAST, a distance of 112.62 feet to the point of curvature of a curve to the right;

NORTHERLY, along the arc of said curve to the right having a radius of 460.73 feet, a central angle of 28°38'19", a chord bearing North 21°31'10" East for a distance of 227.90 feet, for an arc distance of 230.29 feet to a point in the common North line of said called 4 1/2 acre tract in the South line of a 100 foot wide right of way conveyed to Dallas Area Rapid Transit Property Acquisition Corporation as evidenced by the deed recorded in Volume 91008, Page 1390 of said Deed Records;

PARCEL 3 - ARAPAHO ROAD PROJECT
RAILROAD EASEMENT 2

THENCE, NORTH 65°59'11" EAST, departing said line and along the common North lines of said called 4 1/2 acre tract and said called 3 & 48/100 acre tract and South line of said Dallas Area Rapid Transit right of way, a distance of 131.54 feet to a point being 25 feet Easterly from the centerline of the existing railroad track, measured at a right angle, said point being the beginning of a non-tangent curve to the left;

THENCE, along the Easterly line of the herein described tract, 25 feet from and parallel or concentric to the existing railroad tract, the following courses and distances:

SOUTHERLY, along the arc of said curve to the left having a radius of 410.73 feet, a central angle of 44°42'59", a chord bearing South 29°33'30" West for a distance of 312.48 feet, for an arc distance of 320.56 feet to the point of tangency of said curve;

SOUTH 07°12'00" WEST, a distance of 112.62 feet to the point of curvature of a curve to the left;

SOUTHERLY, along the arc of said curve to the left having a radius of 1,009.32 feet, a central angle of 26°21'19", a chord bearing South 05°58'39" East for a distance of 460.19 feet, for an arc distance of 464.28 feet to the **POINT OF BEGINNING**;

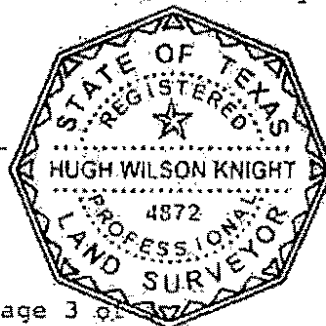
CONTAINING an area of 0.8440 acres or 36,764 square feet of land within the metes recited.

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

A plat of even survey date herewith accompanies this description.

I, Hugh Wilson Knight, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.


Hugh Wilson Knight, R.P.L.S.
Texas Registration No. 4872
11-02-01



Page 3 of

2001249 09057

Parcel 3
Railroad Easement 3
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.4086 acre (17,800 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 323, Town of Addison, Dallas County, Texas, and being a portion of a called 3 & 48/100 acre tract of land conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 278, Page 115 of the Deed Records of Dallas County, Texas, a portion of a called 4 1/2 acre tract of land conveyed to conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 279, Page 449 of said Deed Records; said 0.4086 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the West corner of said called 68/100 of an acre tract in the South line of a 100 foot wide right of way conveyed to Dallas Area Rapid Transit Property Acquisition Corporation as evidenced by the deed recorded in Volume 91008, Page 1390 of said Deed Records, said corner being the beginning of a non-tangent curve to the left;

THENCE, NORTHEASTERLY, departing said line and along the common North lines of said called 68/100 of an acre tract and said called 4 1/2 acre tract and South line of said Dallas Area Rapid Transit right of way and along the arc of said curve to the left having a radius of 2914.79 feet, a central angle of 16°40'24", a chord bearing North 75°12'07" East for 845.23 feet, for an arc distance of 848.22 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE, NORTHEASTERLY, along the common North line of said called 4 1/2 acre tract and South line of said Dallas Area Rapid Transit right of way and said curve to the left having a radius of 2914.79 feet, a central angle of 00°52'43", a chord bearing North 66°25'33" East for 44.70 feet, for an arc distance of 44.70 feet to the point of tangency of said curve;

THENCE, NORTH 65°59'11" EAST, continuing along said common line, a distance of 714.37 feet to the beginning of a non-tangent curve to the left;

PARCEL 3 - ARAPAHO ROAD PROJECT
RAILROAD EASEMENT 3

THENCE, SOUTHERLY, departing said common line and along the arc of said curve to the left having a radius of 460.73 feet, a central angle of $05^{\circ}42'37''$, a chord bearing South $32^{\circ}59'01''$ West for a distance of 45.90, for an arc distance of 45.92 feet to a point 25 feet Southeasterly from the North line of said called 4 1/2 acre tract, measured at a right angle;

THENCE, SOUTH $65^{\circ}59'11''$ WEST, 25 feet from and parallel to the North line of said called 4 1/2 acre tract, a distance of 668.42 feet to the beginning of a non-tangent curve to the left;

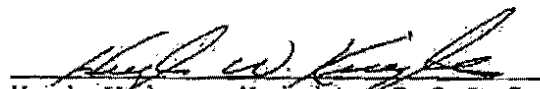
THENCE, WESTERLY, along the arc of said curve to the left having a radius of 725.93 feet, a central angle of $04^{\circ}34'39''$, a chord bearing North $88^{\circ}05'45''$ West for a distance of 57.98 feet, for an arc distance of 58.00 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.4086 acres or 17,800 square feet of land within the metes recited.

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

A plat of even survey date herewith accompanies this description.

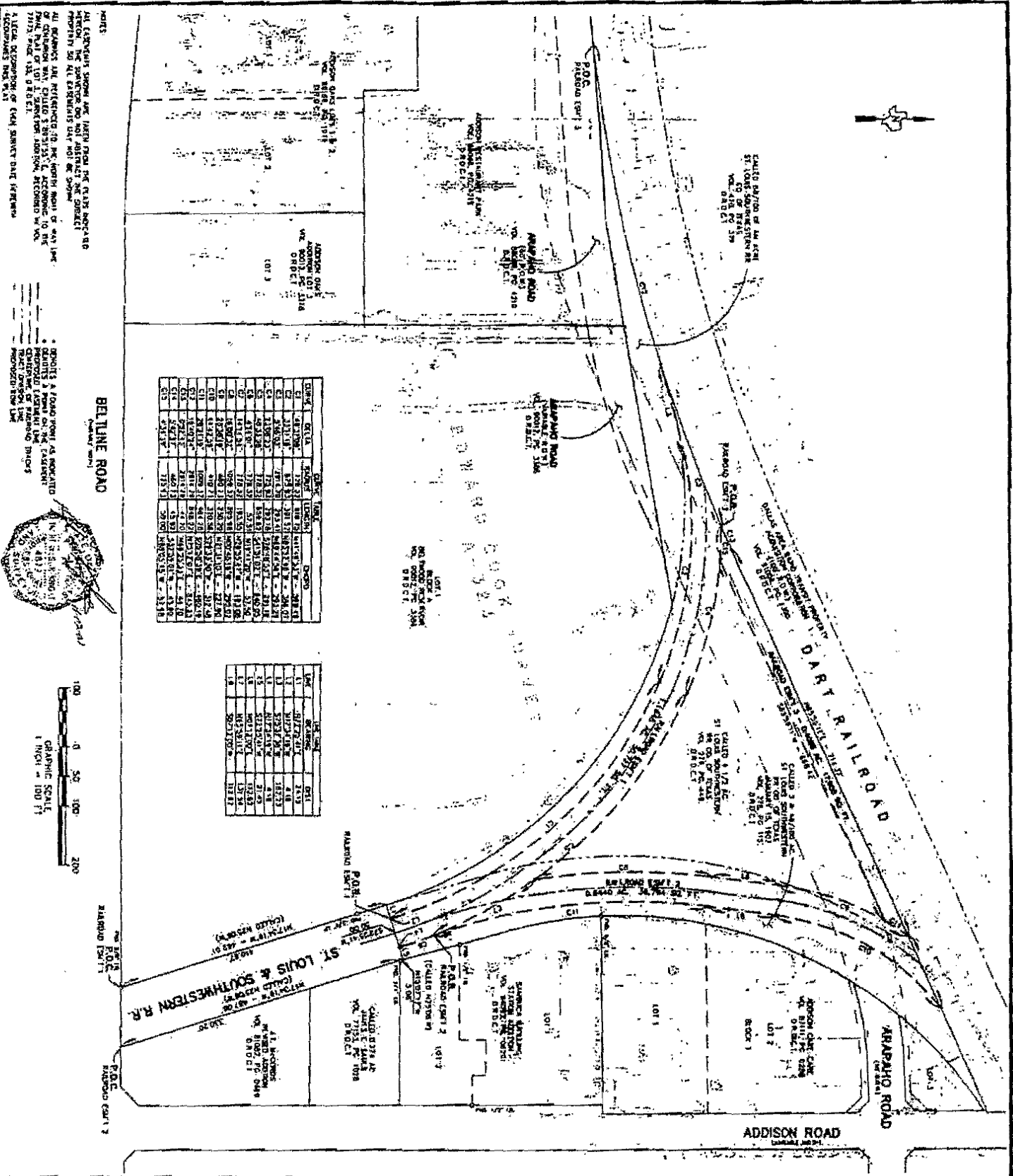
I, Hugh Wilson Knight, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.


Hugh Wilson Knight, R.P.L.S.
Texas Registration No. 4872

11-02-01



09060 6421002

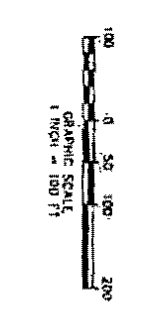
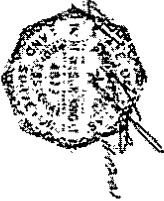


LINE	BEARS	START	END	LENGTH	AREA
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2	117.25	117.25	117.25	0.00	0.00
3	117.25	117.25	117.25	0.00	0.00
4	117.25	117.25	117.25	0.00	0.00
5	117.25	117.25	117.25	0.00	0.00
6	117.25	117.25	117.25	0.00	0.00
7	117.25	117.25	117.25	0.00	0.00
8	117.25	117.25	117.25	0.00	0.00
9	117.25	117.25	117.25	0.00	0.00
10	117.25	117.25	117.25	0.00	0.00
11	117.25	117.25	117.25	0.00	0.00
12	117.25	117.25	117.25	0.00	0.00
13	117.25	117.25	117.25	0.00	0.00
14	117.25	117.25	117.25	0.00	0.00
15	117.25	117.25	117.25	0.00	0.00
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19	117.25	117.25	117.25	0.00	0.00
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27	117.25	117.25	117.25	0.00	0.00
28	117.25	117.25	117.25	0.00	0.00
29	117.25	117.25	117.25	0.00	0.00
30	117.25	117.25	117.25	0.00	0.00

LINE	BEARS	START	END	LENGTH	AREA
1	117.25	117.25	117.25	0.00	0.00
2	117.25	117.25	117.25	0.00	0.00
3	117.25	117.25	117.25	0.00	0.00
4	117.25	117.25	117.25	0.00	0.00
5	117.25	117.25	117.25	0.00	0.00
6	117.25	117.25	117.25	0.00	0.00
7	117.25	117.25	117.25	0.00	0.00
8	117.25	117.25	117.25	0.00	0.00
9	117.25	117.25	117.25	0.00	0.00
10	117.25	117.25	117.25	0.00	0.00
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13	117.25	117.25	117.25	0.00	0.00
14	117.25	117.25	117.25	0.00	0.00
15	117.25	117.25	117.25	0.00	0.00
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18	117.25	117.25	117.25	0.00	0.00
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25	117.25	117.25	117.25	0.00	0.00
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27	117.25	117.25	117.25	0.00	0.00
28	117.25	117.25	117.25	0.00	0.00
29	117.25	117.25	117.25	0.00	0.00
30	117.25	117.25	117.25	0.00	0.00

NOTES:
 ALL DISTANCES SHOWN ARE TAKEN FROM THE CLASS SURVEY
 RECORD. NO CORRECTIONS OR ADJUSTMENTS WILL BE MADE
 UNLESS PROVEN BY A COURT OF LAW.
 ALL DISTANCES ARE MEASURED TO THE CENTER OF THE
 ROAD UNLESS OTHERWISE NOTED.
 THE AREA OF THIS ROAD IS APPROXIMATELY 10 AC.
 ALL DISTANCES ARE TO THE CENTER OF THE ROAD UNLESS
 OTHERWISE NOTED.
 ALL DISTANCES ARE TO THE CENTER OF THE ROAD UNLESS
 OTHERWISE NOTED.

REPORTS A FOUND POINT AS INDICATED
 BY THE SURVEYOR'S FIELD BOOKS AND
 PLANS. THE SURVEYOR'S FIELD BOOKS
 AND PLANS ARE THE BASIS FOR THIS
 SURVEY. THE SURVEYOR'S FIELD BOOKS
 AND PLANS ARE THE BASIS FOR THIS
 SURVEY. THE SURVEYOR'S FIELD BOOKS
 AND PLANS ARE THE BASIS FOR THIS
 SURVEY.



DATE: 10-01-01
 SCALE: 1" = 100'
 CALC. BY: C.E.C.
 DRAWN BY: C.E.C.
 CHK. BY: H.W.K.
 JOB NO.: 302-01-000
 FILE: PARO3.DWG

**RAILROAD EASEMENTS
 OUT OF PARCEL 3
 EXHIBIT MAP
 ARAPAHO ROAD PROJECT**

**IN THE E. COOK SURVEY
 ABSTRACT NO. 326
 TOWN OF ADDISON
 DALLAS COUNTY, TEXAS**

ARS
 Engineers, Inc.

3810 W. Central Expressway, Suite 1000
 Dallas, Texas 75206
 (214) 750-5150 Fax (214) 750-0833

EXHIBIT C

CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee that no withholding is required with respect to UNION PACIFIC RAILROAD COMPANY's interest in it, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY (hereinafter the "COMPANY"):

1. The COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. The COMPANY's U.S. employer identification number is 94-6001323; and
3. The COMPANY's office address is 1416 Dodge Street, Omaha, Nebraska 68179 and state of incorporation is Delaware.

The COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

The COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

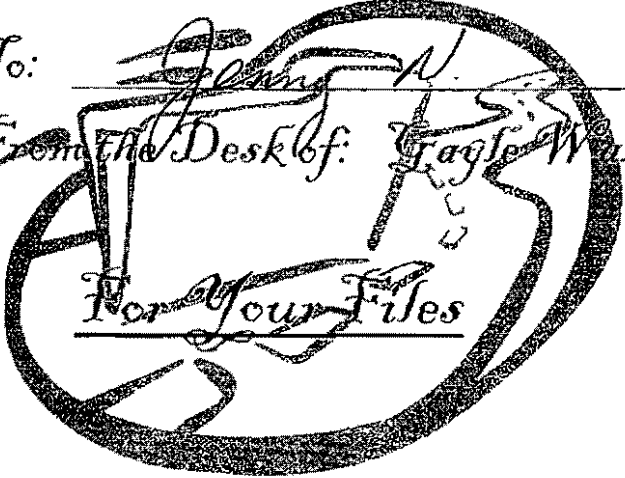
Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the COMPANY.



Title: Assistant Vice President

Date: 12-20-2001

To: *James N.*
From the Desk of: *Gayle Weston*
For Your Files



AFTER RECORDING RETURN TO:
Attn: CAROL ERICK
HEXTER-FAIR TITLE COMPANY
8333 Douglas Avenue, #130
Dallas, TX 75225

1649554

12/26/01 3000538 \$47.00
Deed

1819-92

SPECIAL WARRANTY DEED

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

That UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to the undersigned by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged and confessed, HAS GRANTED, SOLD, AND CONVEYED, and by these presents DOES HEREBY GRANT, SELL, AND CONVEY unto the TOWN OF ADDISON, a municipal corporation of the State of Texas, Grantee, all of that certain real estate (the "Property") lying and being situated in Dallas County, Texas, more particularly described in **Exhibit A** attached hereto and hereby made a part hereof for all purposes.

Further reserving unto Grantor, its lessees, licensees, successors and assigns, three (3) perpetual exclusive easements over, across, in, under, above and upon those areas of the Property (the "Easement Property") described in **Exhibits B-1, B-2 and B-3** attached hereto and made a part hereof, in which areas Seller, its lessees, licensees, successors and assigns may construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, railroad signal lines, railroad communication lines, railroad appurtenances and other railroad facilities. Notwithstanding anything contained herein, this reservation is for the purpose of allowing Grantor to fulfill its obligations as Lessor under any Lease, between the Seller and Dallas, Garland & Northeastern Railroad, Inc. ("DGNO") (the "Easement Property Lease"); provided, however, that Grantor recognizes and acknowledges that Grantee is acquiring the Property for certain public purposes, including the extension, construction, use, maintenance and repair of a public street and right of way, together with incidental purposes in connection therewith, and Grantor and Grantor's lessees, licensees, successors and assigns shall not unreasonably interfere with Grantee's use of the Property, including the Easement Property, subject to such Crossing Agreements entered into between Grantor and/or its lessees and Grantee. At such time as Grantor, in its sole discretion, determines that the Easement Property is no longer required in connection with the railroad operations of Grantor or its lessees, licensees, successors or assigns, Grantor shall convey the Easement Property to Grantee, in a form agreed to between Grantor and Grantee.

This deed is made SUBJECT TO the following:

(a) All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the Property which became or may become due and payable in the year 2001 shall be prorated as of the date of delivery of this deed by Grantor to Grantee, said date being the 20th day of December, 2001; and Grantee assumes and agrees to pay, or to reimburse Grantor for, if paid by it, all such taxes and assessments and installments of assessments applicable to the period subsequent to the date of delivery of this deed and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said year; and

b) All liens, encumbrances, clouds upon, impairments of and defects in the title created or permitted to be created by Grantee on and after the date of delivery of this deed by Grantor to Grantee, and any and all restrictions and limitations imposed by public authority, and any easements, restrictions and/or outstanding rights of record, and exceptions, reservations and conditions contained in prior deeds or open and obvious on the ground.

(c) Licenses and other rights to use the Property ("Use Rights"), regardless of whether visible, open and obvious, recorded or unrecorded or for public streets, rights of way or utilities.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Property unto Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under it, but not otherwise, subject, however, as aforesaid.

Grantor, Federal ID No. 94-6001323, is not a foreign corporation and withholding of Federal Income Tax from the amount realized will not be made by Grantee. A Certification prepared in conformance with IRS regulations under Section 1445 of the Internal Revenue Code is attached as Exhibit C.

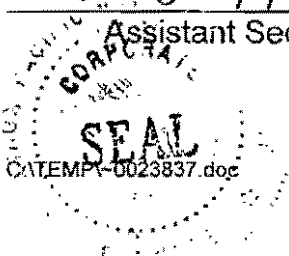
Executed this 20th day of December, 2001.

Attest:

C. J. Meyer (Seal)
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

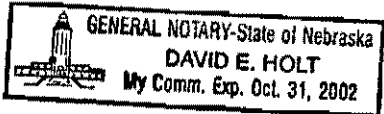
By: [Signature]
Title: Assistant Vice President



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On DECEMBER 20, 2001, before me, a Notary Public in and for said County and State, personally appeared R.D. UTRICH and C.J. MEYER, ASSISTANT VICE PRESIDENT and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



(SEAL)



Notary Public

EXHIBIT A
TO SPECIAL WARRANTY DEED
FROM UNION PACIFIC RAILROAD COMPANY (GRANTOR)
TO TOWN OF ADDISON (GRANTEE)

2001249 09045

Parcel 3
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 7.3267 acre (319,149 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 323, Town of Addison, Dallas County, Texas, and being a portion of a called 3 & 48/100 acre tract of land conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 278, Page 115 of the Deed Records of Dallas County, Texas, a portion of a called 4 1/2 acre tract of land conveyed to conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 279, Page 449 of said Deed Records, and all of a called 68/100 of an acre tract of land conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 470, Page 329 of said Deed Records; said 7.3267 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found in the North right of way line of Beltline Road (variable width) at the intersection of the West line of said called 3 & 48/100 acre tract, said point being the Southeast corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison, as evidenced by plat recorded in Volume 90012, Page 3386 of said Deed Reccrds;

THENCE, NORTH 17°34'19" WEST, (Called North 25°06' West), departing said North right of way line of Beltline Road, along the common West line of said called 3 & 48/100 acre tract and East line of said Lot 1, Block A, passing at a distance of 410.87 feet a 3/4 inch iron pipe found, continuing for a total distance of 462.01 feet to the **POINT OF BEGINNING**, said point being a point of curvature to a curve to the left and the South corner of said called 4 1/2 acre tract;

THENCE, NORTHWESTERLY, departing said common line and along the common Southwesterly line of said called 4 1/2 acre tract and Northeasterly line of said Lot 1, Block A, and along the arc of said curve to the left having a radius of 714.00 feet, a central angle of 58°39'27", a chord bearing North 46°54'03" West, for a distance of 699.46 feet, for an arc distance of 730.97 feet to the end of said curve at the East corner of said called 68/100 of an acre tract;

PARCEL 3 - ARAPAHO ROAD PROJECT

THENCE, SOUTH 80°11'36" WEST, (called South 71°20' West), departing said common line and along the common South line of said called 68/100 of an acre tract and North line of said Lot 1, Block A, passing at a distance of 87.65 feet the common most Northerly Northwest corner of said Lot 1, Block A, and East corner of a right of way dedication for Arapaho Road as indicated on said plat of Beltwood Reservoir, departing said common line and continuing along the common South line of said called 68/100 of an acre tract and North lines of said Beltwood Reservoir and said right of way dedication, passing at a distance of 480.26 feet the common Northwest corners of said Beltwood Reservoir and said right of way dedication and Northeast corners of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records and a 60 foot right of way dedication for Arapaho Road as indicated on said plat of Addison Restaurant Park, departing said common line and along the common South line of said called 68/100 of an acre tract and North lines of said Addison Restaurant Park and said 60 foot right of way dedication, for a total distance of 659.08 feet to an angle point;

THENCE, SOUTH 85°49'17" WEST, (called South 77°20'), continuing along said common line, a distance of 301.09 feet to the West corner of said called 68/100 of an acre tract in the South line of a 100 foot wide right of way conveyed to Dallas Area Rapid Transit Property Acquisition Corporation as evidenced by the deed recorded in Volume 91008, Page 1390 of said Deed Records, said corner being the beginning of a non-tangent curve to the left;

THENCE, NORTHEASTERLY, departing said common line and along the common North line of said called 68/100 of an acre tract and South line of said Dallas Area Rapid Transit right of way and along the arc of said curve to the left having a radius of 2914.79 feet, a central angle of 17°33'08", a chord bearing North 74°45'45" East for 889.44 feet, passing at an arc distance of 578.08 feet the common most Northerly Northwest corner of said called 68/100 of an acre tract and West corner of said called 4 1/2 acre tract, continuing along the common North line of said called 4 1/2 acre tract and South line of said Dallas Area Rapid Transit right of way, for a total arc distance of 892.92 feet to the point of tangency of said curve;

PARCEL 3 - ARAPAHO ROAD PROJECT

THENCE, NORTH 65°59'11" EAST, continuing along said common line, passing at a distance of 744.35 feet the common Northeast corner of said called 4 1/2 acre tract and Northwest corner of said called 3 & 48/100 tract, continuing along the common North line of said called 3 & 48/100 tract and South line of said Dallas Area Rapid Transit right of way, a total distance of 1033.95 feet to a point in the West right of way line of Addison Road (variable width);

THENCE, SOUTH 00°18'13" EAST, departing said common line and along said West right of way line of Addison Road, a distance of 4.42 feet to the North corner of Lot 3, Block 1 of Addison Car Care as evidenced by the plat recorded in Volume 87111, Page 0286 of said Deed Records, said corner being the Easterly line of said called 3 & 48/100 acre tract, said corner also being the beginning of a non-tangent curve to the left;

THENCE, SOUTHWESTERLY, departing said line and along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said Lot 3, Block 1, Addison Car Care addition, and along the arc of said curve to the left, having a radius of 714.00 feet, a central angle of 74°34'00", a chord bearing South 19°42'41" West, for 865.02 feet, passing at an arc distance of 213.91 feet the common Southwest corner of said Lot 3 and Northwest corner of a 60 foot right of way dedication for Arapaho Road as indicated on said plat of Addison Car Care addition, continuing along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said right of way dedication, passing at an arc distance of 305.02 feet the common Southwest corner of said 60 foot right of way dedication and Northwest corner of Lot 2, Block 1 of said Addison Car Care addition, continuing along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said Lot 2, Block 1, Addison Car Care addition, passing at an arc distance of 569.05 feet the common Southwest corner of said Lot 2, Block 1, Addison Car Care addition and Northwest corner of Lot 1, Block 1 of said Addison Car Care addition, continuing along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said Lot 1, Block 1, Addison Car Care addition, passing at an arc distance of 745.45 feet a 5/8 inch iron rod found for the common Southwest corner of said Lot 1, Block 1, Addison Car Care addition and Northwest corner of Lot 1 of Sambuca II/Filling Station Addition, an addition to the Town of Addison as evidenced by the plat recorded in Volume 94093, Page 06201 of said Deed Records, continuing along the common Easterly line of said called 3 & 48/100 acre tract the Westerly line of

PARCEL 3 - ARAPAHO ROAD PROJECT

said Lot 1, Sambuca II/Filling Station Addition, for a total arc distance of 929.22 feet to the end of said curve;

THENCE, SOUTH 15°07'17" EAST, (Called North 25°06' West), continuing along said common line, passing at a distance of 57.46 feet a 1/2 inch iron rod found for the common Southwest corner of said Lot 1, Sambuca II/Filling Station Addition and Northwest corner of Lot 2, Sambuca II/Filling Station Addition, continuing along the common Easterly line of said called 3 & 48/100 acre tract the Westerly line of said Lot 2, Sambuca II/Filling Station Addition, for a total distance of 156.04 feet to a point for corner, from which to a 3/4 inch iron rod found for the Southwest corner of said Lot 2, Sambuca II/Filling Station Addition bears South 15°07'17" East, a distance of 5.08 feet;


THENCE, SOUTH 72°25'41" WEST, departing said common line, a distance of 95.60 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 7.3267 acres or 319,149 square feet of land within the metes recited.

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

A plat of even survey date herewith accompanies this description.

I, Hugh Wilson Knight, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.


Hugh Wilson Knight, R.P.L.S.
Texas Registration No. 4872

11-07-01



EXHIBITS B-1, B-2, B-3
TO SPECIAL WARRANTY DEED
FROM UNION PACIFIC RAILROAD COMPANY (GRANTOR)
TO TOWN OF ADDISON (GRANTEE)

2001249 09051

Parcel 3
Railroad Easement 1
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 1.1645 acre (50,727 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 323, Town of Addison, Dallas County, Texas, and being a portion of a called 3 & 48/100 acre tract of land conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 278, Page 115 of the Deed Records of Dallas County, Texas, a portion of a called 4 1/2 acre tract of land conveyed to conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 279, Page 449 of said Deed Records, and a portion of a called 68/100 of an acre tract of land conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 470, Page 329 of said Deed Records; said 1.1645 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8 inch iron rod found in the North right of way line of Beltline Road (variable width) at the intersection of the West line of said called 3 & 48/100 acre tract, said point being the Southeast corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison, as evidenced by plat recorded in Volume 90012, Page 3386 of said Deed Records;

THENCE, NORTH 17°34'19" WEST, (Called North 25°06' West), departing said North right of way line of Beltline Road, along the common West line of said called 3 & 48/100 acre tract and East line of said Lot 1, Block A, passing at a distance of 410.87 feet a 3/4 inch iron pipe found, continuing for a total distance of 462.01 feet to the South corner of said called 4 1/2 acre tract;

THENCE, NORTH 72°25'41" EAST, departing said common line, a distance of 24.51 feet to the **POINT OF BEGINNING** of the herein described tract, said point being 25 feet Southwesterly from the centerline of the existing railroad track, measured at a right angle;

THENCE, along the Southwesterly line of the herein described tract, 25 feet from and parallel or concentric to the existing railroad tract, the following courses and distances:

PARCEL 3 - ARAPAHO ROAD PROJECT
RAILROAD EASEMENT 1

NORTH 17°34'19" WEST, a distance of 4.16 feet to the point of curvature of a curve to the left;

NORTHWESTERLY, along the arc of said curve to the left having a radius of 728.32 feet, a central angle of 48°31'08", a chord bearing North 41°49'53" West for 598.49 feet, for an arc distance of 616.75 feet to the point of compound curvature of a curve to the left;

NORTHWESTERLY, along the arc of said curve to the left having a radius of 675.63 feet, a central angle of 33°11'16", a chord bearing North 83°52'48" West for 386.07 feet, for an arc distance of 391.52 feet to the end of said curve;

SOUTH 75°37'38" WEST, a distance of 162.23 feet to a point in the common North line of said called 68/100 of an acre tract in the South line of a 100 foot wide right of way conveyed to Dallas Area Rapid Transit Property Acquisition Corporation as evidenced by the deed recorded in Volume 91008, Page 1390 of said Deed Records, said corner being the beginning of a non-tangent curve to the left;

THENCE, NORTHEASTERLY, departing said line and along the common North line of said called 68/100 of an acre tract and South line of said Dallas Area Rapid Transit right of way and along the arc of said curve to the left having a radius of 2914.79 feet, a central angle of 5°46'03", a chord bearing North 69°44'56" East for 293.29 feet, for an arc distance of 293.41 feet to a point being 25 feet Northeasterly from the centerline of the existing railroad track, measured at a right angle, said point being the beginning of a non-tangent curve to the right;

THENCE, along the Northeasterly line of the herein described tract, 25 feet from and parallel or concentric to the existing railroad tract, the following courses and distances:

SOUTHEASTERLY, along the arc of said curve to the right having a radius of 725.93 feet, a central angle of 23°08'23", a chord bearing South 78°48'53" East for a distance of 291.19 feet, for an arc distance of 293.18 feet to the point of compound curvature of a curve to the right;

PARCEL 3 - ARAPAHO ROAD PROJECT
RAILROAD EASEMENT 1

SOUTHEASTERLY, along the arc of said curve to the right having a radius of 778.32 feet, a central angle of $48^{\circ}33'26''$, a chord bearing South $41^{\circ}51'02''$ East for a distance of 640.05 feet, for an arc distance of 659.62 feet to the point of tangency of said curve;

SOUTH $17^{\circ}34'19''$ EAST, a distance of 4.16 feet to a point for corner;

THENCE, SOUTH $72^{\circ}25'41''$ WEST, departing said line, a distance of 50.00 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 1.1645 acres or 50,727 square feet of land within the metes recited.

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

A plat of even survey date herewith accompanies this description.

I, Hugh Wilson Knight, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.



Hugh Wilson Knight, R.P.L.S.
Texas Registration No. 4872
11-02-01



Parcel 3
Railroad Easement 2
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.8440 acre (36,764 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 323, Town of Addison, Dallas County, Texas, and being a portion of a called 3 & 48/100 acre tract of land conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 278, Page 115 of the Deed Records of Dallas County, Texas, and a portion of a called 4 1/2 acre tract of land conveyed to conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 279, Page 449 of said Deed Records; said 0.8440 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the intersection of the West line of said called 3 & 48/100 acre tract with the North right of way line of Beltline Road (variable width), said point being the Southwest corner of J.T. McCords Revised Addition, an addition to the Town of Addison as evidenced by the plat recorded in Volume 81082, Page 0469 of said Deed Records;

THENCE, NORTH 17°34'19" WEST, (Called North 25°06' West), along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said J.T. McCords Revised Addition, passing at a distance of 330.20 feet the common Northwest corner of said J.T. McCords Revised Addition and Southwest corner of a called 0.774 acre tract of land conveyed to James E. Sauls as evidenced by the deed recorded in Volume 77153, Page 1028 of said Deed Records, continuing along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line if said called 0.774 acre tract, a total distance of 487.08 feet to a 3/4 inch iron rod found for the common Northwest corner of said called 0.774 acre tract and Southwest corner of Lot 2 of Sambuca II/Filling Station Addition, an addition to the Town of Addison as evidenced by the plat recorded in Volume 94093, Page 06201 of said Deed Records;

THENCE, NORTH 15°07'17" WEST, (Called North 25°06' West), departing said common line and along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said Lot 2, a distance of 5.08 feet to a point;

PARCEL 3 - ARAPAHO ROAD PROJECT
RAILROAD EASEMENT 2

THENCE, SOUTH 72°25'41" WEST, departing said common line, a distance of 21.45 feet to a point;

THENCE, NORTH 17°34'19" WEST, a distance of 4.16 feet to the point of curvature of a curve to the left;

THENCE, NORTHWESTERLY, along the arc of said curve to the left having a radius of 778.32 feet, a central angle of 04°14'01", a chord bearing North 19°41'20" West for a distance of 57.50 feet, for an arc distance of 57.51 feet to the **POINT OF BEGINNING** of the herein described tract, said point being 25 feet Easterly from the centerline of the existing railroad track, measured at a right angle;

THENCE, NORTHWESTERLY, continuing along the arc of said curve to the left having a radius of 778.32 feet, a central angle of 14°14'54", a chord bearing North 28°55'47" West for a distance of 193.06 feet, for an arc distance of 193.55 feet to a point 25 feet Westerly from the centerline of the existing railroad track, measured at a right angle, said point being the beginning of a non-tangent curve to the right;

THENCE, along the Westerly line of the herein described tract, 25 feet from and parallel or concentric to the existing railroad tract, the following courses and distances:

NORTHERLY, along the arc of said curve to the right having a radius of 1,059.32 feet, a central angle of 16°00'32", a chord bearing North 00°48'16" West for a distance of 295.02 feet, for an arc distance of 295.98 feet to the point of tangency of said curve;

NORTH 07°12'00" EAST, a distance of 112.62 feet to the point of curvature of a curve to the right;

NORTHERLY, along the arc of said curve to the right having a radius of 460.73 feet, a central angle of 28°38'19", a chord bearing North 21°31'10" East for a distance of 227.90 feet, for an arc distance of 230.29 feet to a point in the common North line of said called 4 1/2 acre tract in the South line of a 100 foot wide right of way conveyed to Dallas Area Rapid Transit Property Acquisition Corporation as evidenced by the deed recorded in Volume 91008, Page 1390 of said Deed Records;

PARCEL 3 - ARAPAHO ROAD PROJECT
RAILROAD EASEMENT 2

THENCE, NORTH 65°59'11" EAST, departing said line and along the common North lines of said called 4 1/2 acre tract and said called 3 & 48/100 acre tract and South line of said Dallas Area Rapid Transit right of way, a distance of 131.54 feet to a point being 25 feet Easterly from the centerline of the existing railroad track, measured at a right angle, said point being the beginning of a non-tangent curve to the left;

THENCE, along the Easterly line of the herein described tract, 25 feet from and parallel or concentric to the existing railroad tract, the following courses and distances:

SOUTHERLY, along the arc of said curve to the left having a radius of 410.73 feet, a central angle of 44°42'59", a chord bearing South 29°33'30" West for a distance of 312.48 feet, for an arc distance of 320.56 feet to the point of tangency of said curve;

SOUTH 07°12'00" WEST, a distance of 112.62 feet to the point of curvature of a curve to the left;

SOUTHERLY, along the arc of said curve to the left having a radius of 1,009.32 feet, a central angle of 26°21'19", a chord bearing South 05°58'39" East for a distance of 460.19 feet, for an arc distance of 464.28 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.8440 acres or 36,764 square feet of land within the metes recited.

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

A plat of even survey date herewith accompanies this description.

I, Hugh Wilson Knight, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.



Hugh Wilson Knight, R.P.L.S.
Texas Registration No. 4872
11-02-01



Page 3 of

2001249 09057

Parcel 3
Railroad Easement 3
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.4086 acre (17,800 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 323, Town of Addison, Dallas County, Texas, and being a portion of a called 3 & 48/100 acre tract of land conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 278, Page 115 of the Deed Records of Dallas County, Texas, a portion of a called 4 1/2 acre tract of land conveyed to conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 279, Page 449 of said Deed Records; said 0.4086 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the West corner of said called 68/100 of an acre tract in the South line of a 100 foot wide right of way conveyed to Dallas Area Rapid Transit Property Acquisition Corporation as evidenced by the deed recorded in Volume 91008, Page 1390 of said Deed Records, said corner being the beginning of a non-tangent curve to the left;

THENCE, NORTHEASTERLY, departing said line and along the common North lines of said called 68/100 of an acre tract and said called 4 1/2 acre tract and South line of said Dallas Area Rapid Transit right of way and along the arc of said curve to the left having a radius of 2914.79 feet, a central angle of 16°40'24", a chord bearing North 75°12'07" East for 845.23 feet, for an arc distance of 848.22 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE, NORTHEASTERLY, along the common North line of said called 4 1/2 acre tract and South line of said Dallas Area Rapid Transit right of way and said curve to the left having a radius of 2914.79 feet, a central angle of 00°52'43", a chord bearing North 66°25'33" East for 44.70 feet, for an arc distance of 44.70 feet to the point of tangency of said curve;

THENCE, NORTH 65°59'11" EAST, continuing along said common line, a distance of 714.37 feet to the beginning of a non-tangent curve to the left;

PARCEL 3 - ARAPAHO ROAD PROJECT
RAILROAD EASEMENT 3

THENCE, SOUTHERLY, departing said common line and along the arc of said curve to the left having a radius of 460.73 feet, a central angle of 05°42'37", a chord bearing South 32°59'01" West for a distance of 45.90, for an arc distance of 45.92 feet to a point 25 feet Southeasterly from the North line of said called 4 1/2 acre tract, measured at a right angle;

THENCE, SOUTH 65°59'11" WEST, 25 feet from and parallel to the North line of said called 4 1/2 acre tract, a distance of 668.42 feet to the beginning of a non-tangent curve to the left;

THENCE, WESTERLY, along the arc of said curve to the left having a radius of 725.93 feet, a central angle of 04°34'39", a chord bearing North 88°05'45" West for a distance of 57.98 feet, for an arc distance of 58.00 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 0.4086 acres or 17,800 square feet of land within the metes recited.

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

A plat of even survey date herewith accompanies this description.

I, Hugh Wilson Knight, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.


Hugh Wilson Knight, R.P.L.S.
Texas Registration No. 4872

1102-01



EXHIBIT C

CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee that no withholding is required with respect to UNION PACIFIC RAILROAD COMPANY's interest in it, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY (hereinafter the "COMPANY"):

1. The COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. The COMPANY's U.S. employer identification number is 94-6001323; and
3. The COMPANY's office address is 1416 Dodge Street, Omaha, Nebraska 68179 and state of incorporation is Delaware.

The COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

The COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the COMPANY.



Title: Assistant Vice President

Date: 12-20-2001

16801 Westgrove
Addison TX, 75001
Phone: 972-450-2860
Fax: 972-450-2837

Town of Addison

Fax

To: Guy Van-Baulen

From: Jenny Nicewander

Fax: 972-361-0065

Date: October 27, 2004

Phone: 972-361-0064

Pages: 8

Re: Storm Sewer Manholes

CC:

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

•Comments: Guy – Andrew asked that I get him the type of storm sewer manhole we want for this project. I have attached what the distributor has sent me. This will all be time based. If they need to put on manhole covers ASAP then we'll have to go with the plain "DUMP NO WASTE" manholes with lockable covers. If they can wait or put temporary covers on the manholes, then we would want the Covers with the Town of Addison logo. I'



East Jordan Iron Works, Inc.

270 Redwing Road
Ardmore OK 73401
580-389-5010 or 800-626-4653
580-389-5012(Fax)

Fax

To:	Jenny Nicewander	From:	Tim Powell x256 or tpowell@ejw.com
Phone:	972-450-2860	Pages:	5
Fax:	972-450-2837	Date:	10/25/2004
Re:		CC:	

Urgent For Review Please Comment Please Reply Please Recycle

Jenny,

Here is what you need for the details you sent over.

For the manholes you will need the V1121/2024 cover with a V1864 ring(this is a TxDOT Standard). On the cover we can provide Addison Logo "Storm Sewer" lettering or you can use the "DUMP NO WASTE" 2024 Cover. If you require the Addison Logo, I'll need an approximate annual usage and your approval on the submittal drawing.

For the Storm inlets, I would suggest the "Dump No Waste" Lockable Cover (Reference DWG 35102209). We also have it as a Plain cover with "Storm Drain" (NO Fish LOGO).

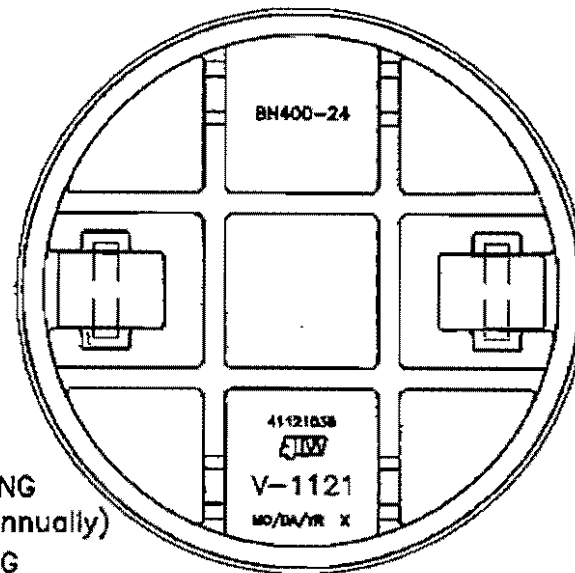
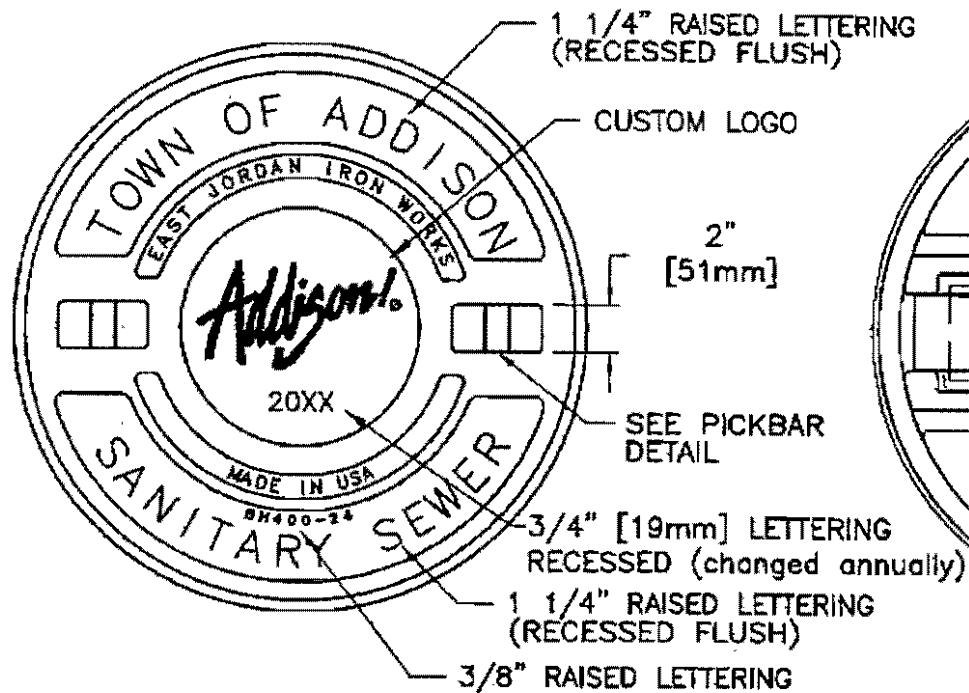
Bass & Hays(Our Dallas Distributor) will have the DNW Fish Logo Covers in stock. The Addison Logo "Storm Sewer" will be 4-5 weeks ARO.

Please call if you have any questions or comments.

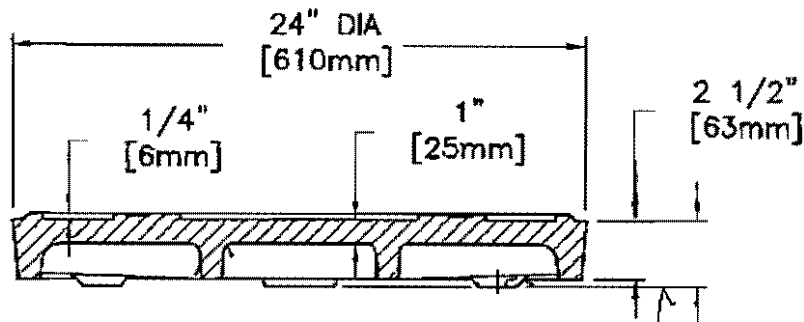
Thank You For You Business

Tim Powell

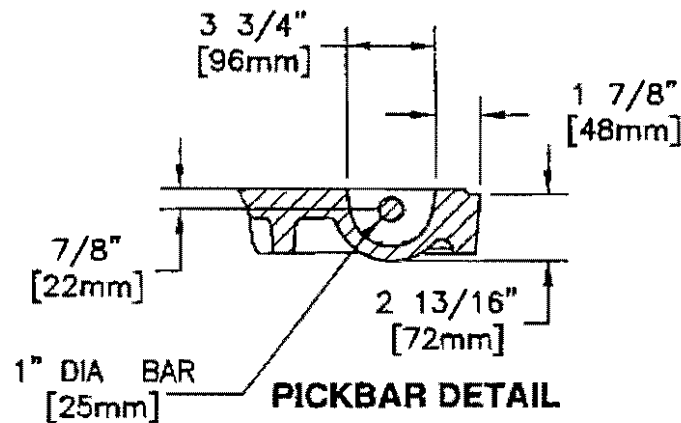
Proudly Made In Oklahoma, USA!!!



BOTTOM VIEW OF COVER



COVER SECTION



2 13/16" [71mm]

√ MACHINED SURFACE

EAST JORDAN IRON WORKS, INC.
 P.O. BOX 439
 EAST JORDAN, MI. 49727
 1-800-874-4100
 FAX: 231-536-4458

DRAWN SMH	DATE 02/09/04
APPROVED	DATE

COVER

PRODUCT NO.
41121038

CATALOG NO.
V-1121

REF. PRODUCT DRAWING
 41121038

EST. WT.
 COVER: 188 LBS 85kg

OPEN AREA
 N/A

MAT'L SPEC.
 COVER - GRAY IRON
 ASTM A48 CL35B

LOAD RATING
HEAVY DUTY

**EAST JORDAN
IRON WORKS, INC.**
P.O. BOX 439
EAST JORDAN, MI. 49727
1-800-874-4100
FAX: 231-536-4458

DRAWN SMH	DATE 02/09/04
--------------	------------------

APPROVED	DATE
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COVER

PRODUCT NO.

CATALOG NO.

V-1121

REF. PRODUCT DRAWING

EST. WT.

COVER: 188 LBS 85kg

OPEN AREA

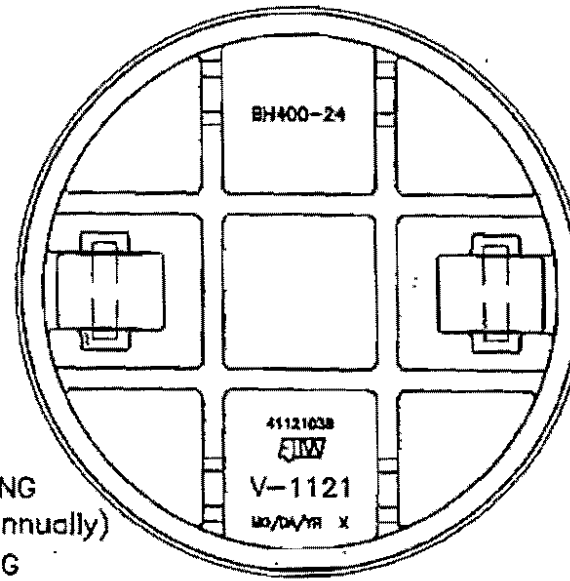
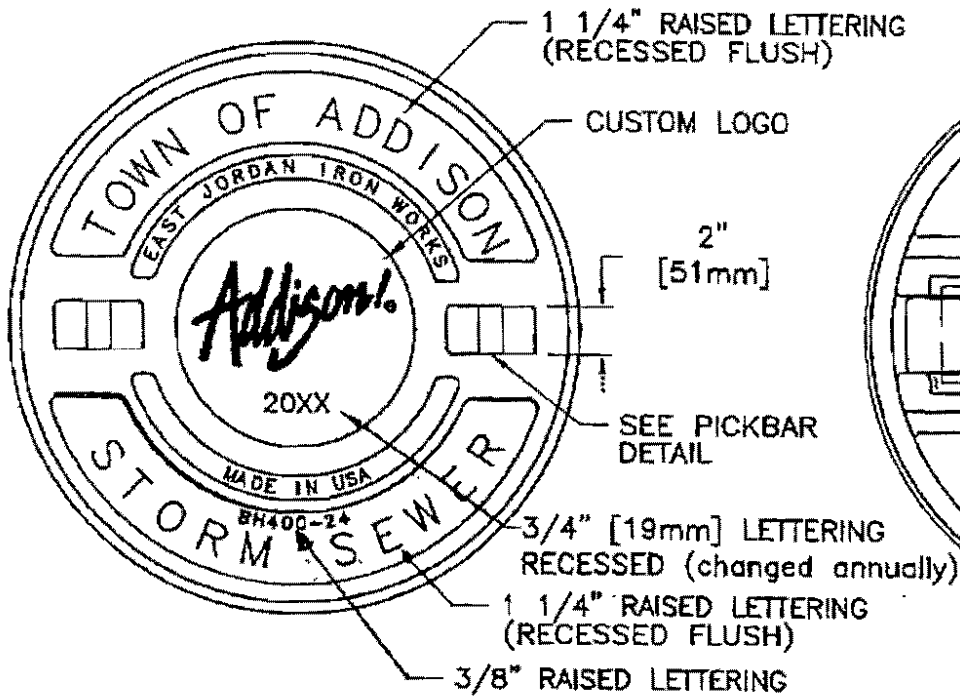
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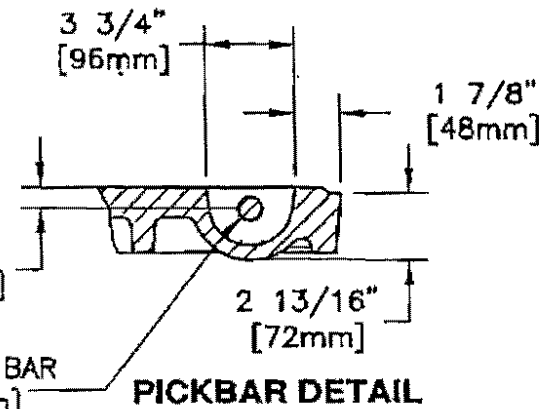
COVER - GRAY IRON
ASTM A48 CL35B

LOAD RATING

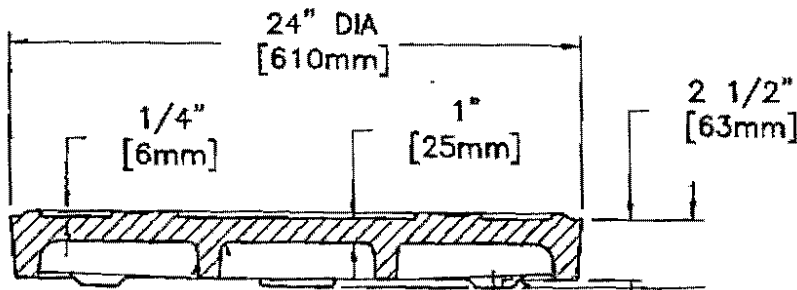
HEAVY DUTY



BOTTOM VIEW OF COVER

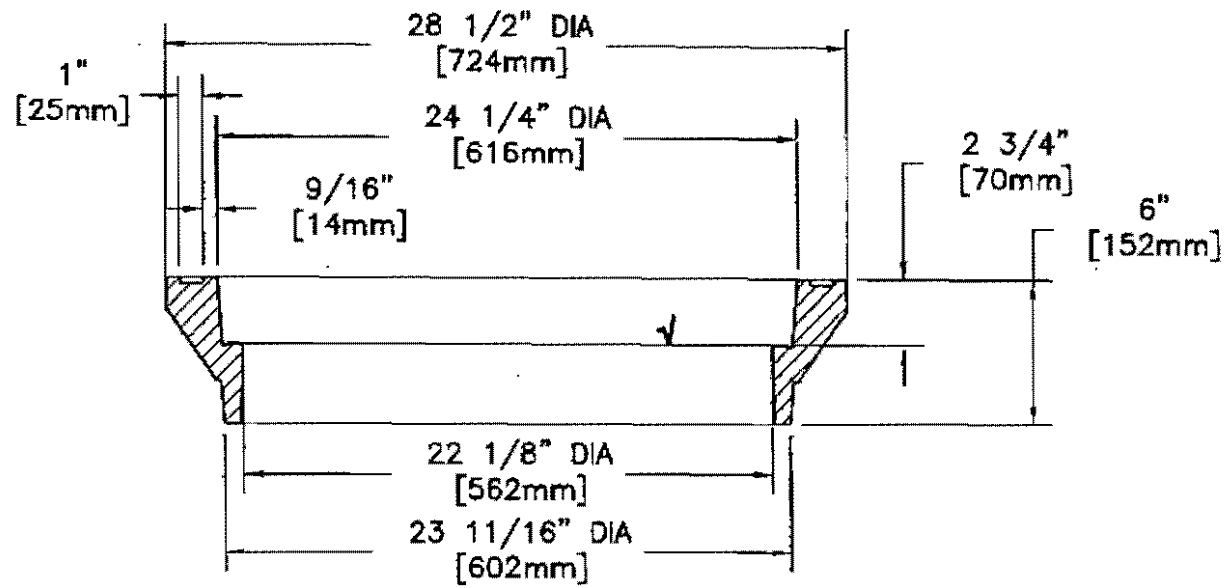
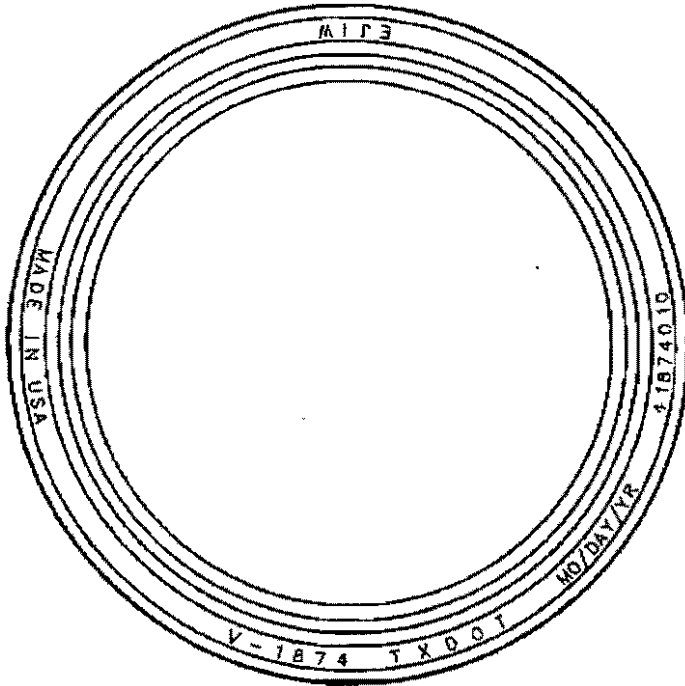


√ MACHINED SURFACE



COVER SECTION

2 13/16" [71mm]



SECTION

✓ MACHINED SURFACE

**EAST JORDAN
IRON WORKS, INC.**
P.O. BOX 439
EAST JORDAN, MI. 49727
1-800-874-4100
FAX 231-536-4458

DRAWN SBB	DATE 08/21/01
APPROVED	DATE

MANHOLE FRAME

PRODUCT NO.
41874010

CATALOG NO.
V-1874

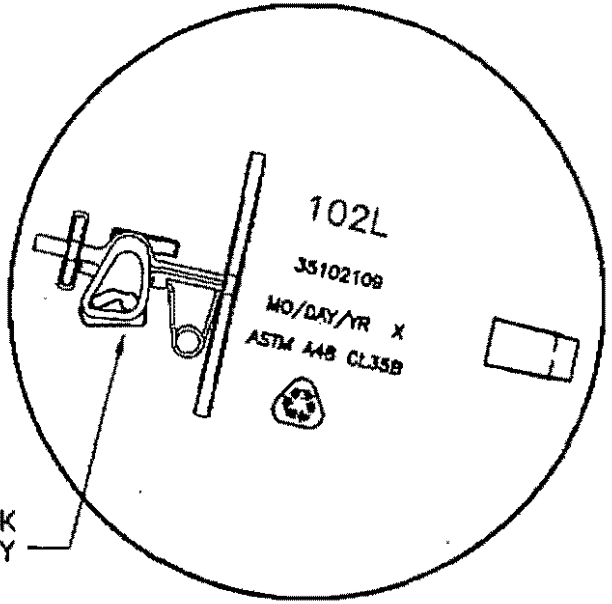
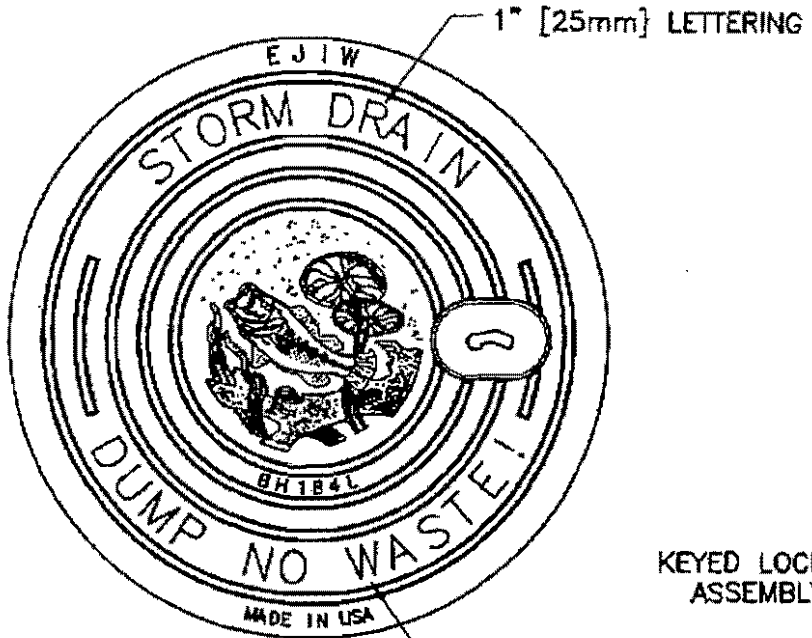
REF. PRODUCT DRAWING
41874010

EST. WT.
RING: 185 LBS 84kg

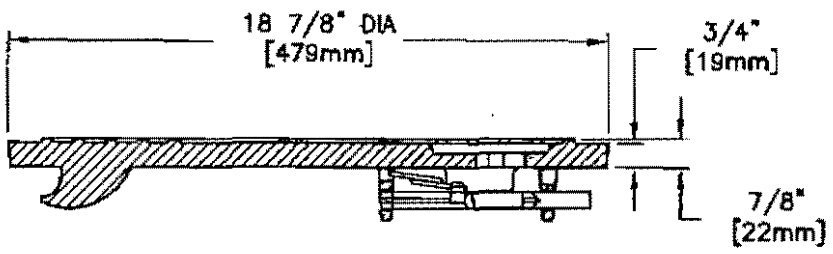
OPEN AREA
N/A

MAT'L SPEC.
RING - GRAY IRON
ASTM A48 CL35

LOAD RATING
HEAVY DUTY



BOTTOM VIEW



COVER SECTION

**EAST JORDAN
IRON WORKS, INC.**
P.O. BOX 439
EAST JORDAN, MI. 49727
1-800-874-4100
FAX 231-536-4458

DRAWN SMH	DATE 11/14/03
APPROVED	DATE

**LOCK COVER
ASSEMBLY**

PRODUCT NO.
35102209

CATALOG NO.
102 LOCK

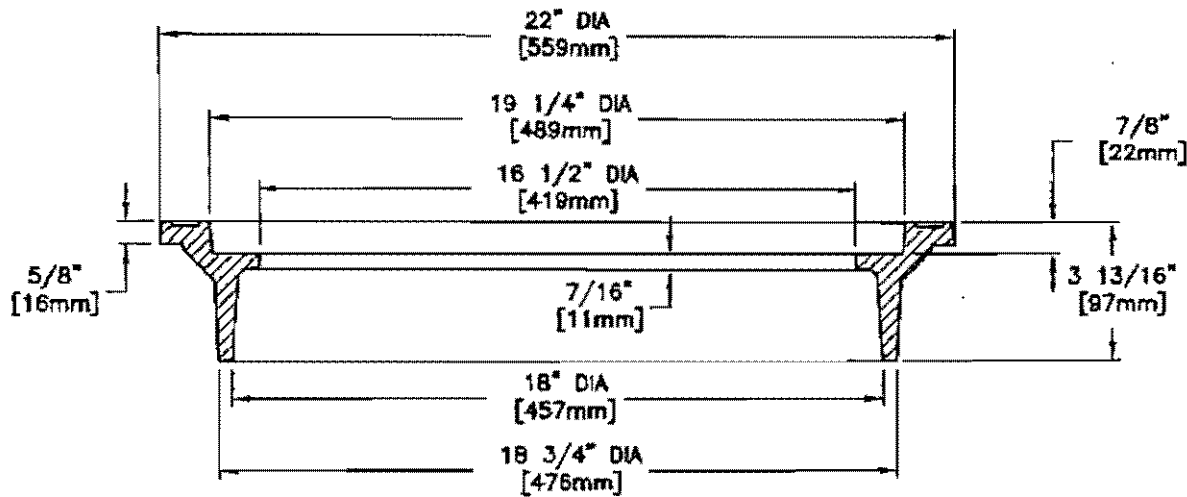
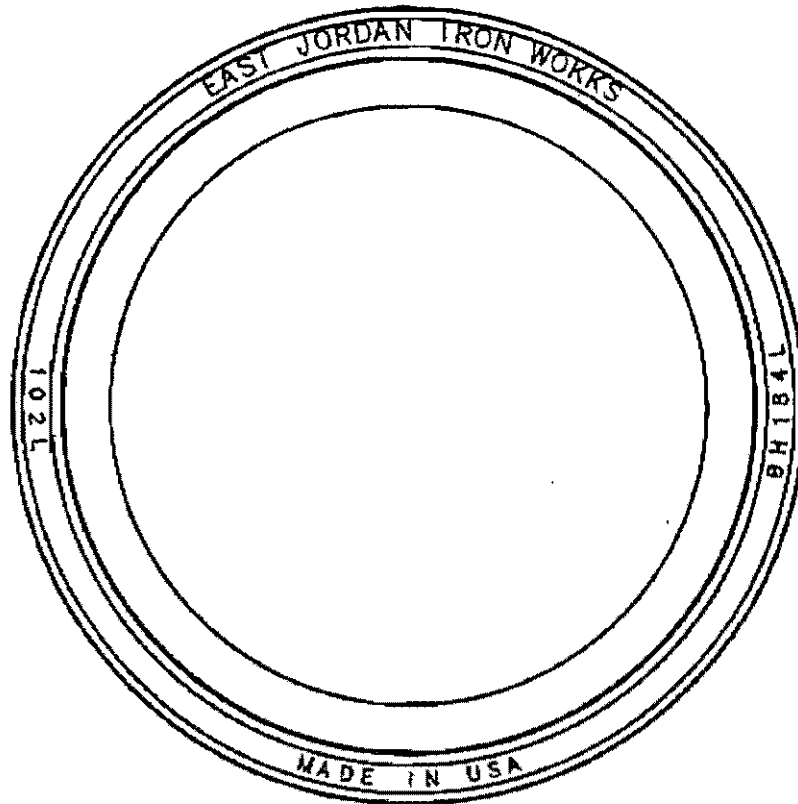
REF. SALES DRAWING
35102109

EST. WT.
COVER: 50 LBS 25kg

OPEN AREA
N/A

MAT'L SPEC.
COVER - CAST IRON
ASTM A48 CL35B

LOAD RATING
LIGHT DUTY



RING SECTION

EAST JORDAN IRON WORKS, INC. P.O. BOX 439 EAST JORDAN, MI. 49727 1-800-874-4100 FAX 231-536-4458	
DRAWN SMH	DATE 10/04/01
APPROVED	DATE
102L INLET RING	
PRODUCT NO. 35202000	
CATALOG NO. 102L	
REF. PRODUCT DRAWING 35202000	
EST. WT. FRAME: 50 LBS 23kg	
OPEN AREA N/A	
MAT'L SPEC. RING - GRAY IRON ASTM A48 CL35	
LOAD RATING HEAVY DUTY	



October 21, 2004

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Attention: Mr. Ben Withered

Re: 12" Sanitary Sewer Installation and Material

Dear Mr. Withered

During the installation of the 12 inch Sanitary Sewer within the Steel Casing at the designed arc section of sewer line from existing manhole located at Station 0+99 to 2+00, Archer Western Contractors, Ltd. was directed to stop and correct the alignment of the new 12 inch sanitary sewer line to eliminate the over bending/opening of the bell to spigot connection at the end of the 40ft straight section within the steel casing. While in the field, different options were discussed by Archer Western Contractors, Ltd. personal, Town of Addison and HNTB, while in contact with the design engineer. It was determined that Archer Western Contractors, Ltd. would have to open the bell to spigot connection to make the 12" main arc to the required radius to hit the 'PT' near station 2+00 heading in the East direction.

Archer Western Contractors, Ltd. may open the bell to spigot to the manufacture's maximum recommendation while maintaining the required slope for the sanitary sewer pipe within the steel casing. Archer Western Contractors, Ltd. will provide the manufacture's recommendation for the operation and make all correct work to meet the required contract design at no additional cost to the Town of Addison.

Thank you.

Regards,



Guy Van Baulen, E.I.T.
HNTB Corporation

Attachments:

cc: Project File
Steve Chutchian, Town of Addison
Michael Ebeling, HNTB Corporation
Jerry D. Holder, HNTB Corporation

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH;
COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NE; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY,



ARCHITECTS ENGINEERS PLANNERS

15150 Surveyor Blvd
Addison, TX 75001

972-361-0064
(FAX) 972-361-0065
www.hntb.com

October 21, 2004

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Attention: Mr. Ben Withered

Re: Reinforcement Steel for the Column – Bent 13


Dear, Mr. Withered

Last Friday, Archer Western Contractors, Ltd. chose the option to eliminate Bars V by Extending the Bars FD into the Cap as required for Bars V. During the installation of the subject referenced above, some unforeseen problems occurred which has caused the vertical reinforcement steel to be out of plumb and beyond the required clearance limits.

Archer Western Contractors, Ltd. is directed not to proceed with any corrective work on the reinforcement steel for Bent 13 Column until a corrective procedure has been submitted by Archer Western Contractors, Ltd. and accepted by the Engineer.

Thank you.

Regards,


Guy Van Baulen, E.I.T.
HNTB Corporation

Attachments:

cc: Project File
Steve Chutchian, Town of Addison
Michael Ebeling, HNTB Corporation
Jerry D. Holder, HNTB Corporation

The HNTB Companies

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ARCHITECTS ENGINEERS PLANNERS

15150 Surveyor Blvd
Addison, TX 75001

972-361-0064
(FAX) 972-361-0065
www.hntb.com

October 15, 2004

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Attention: Mr. Ben Withered

Re: Box Culvert Operation

Dear, Mr. Withered

During the yesterday installation of the subject referenced above, it was pointed out that the Hanson 9ft x 5ft Precast Box Culvert had a production date of October 8, 2004.

Archer Western Contractors, Ltd. is directed to stop all backfill over or along side and placement of the Manitowoc W4000 crane over the box culvert until documentation is provided showing the box sections have been cured for a sufficient length of time so that the concrete will develop the specified compressive strength in 28 day or less by which ever methods Hanson Pipe Product utilizes.

Thank you.

Regards,

Guy Van Baulen, E.I.T.
HNTB Corporation

Attachments:

cc: Project File
Steve Chutchian, Town of Addison
Michael Ebeling, HNTB Corporation
Jerry D. Holder, HNTB Corporation

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NJ; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY,



October 26, 2004

The HNTB Companies

Date:

Field Office: 15150 Surveyor Blvd. Addison, TX 75001 & Phone: 972-361-0064

To: Mr. Steve Chutchian
Town of Addison
P.O. Box 9010
16801 Westgrove Drive
Addison, TX 75001

Re: Arapaho Road - Phase III Project
Surveyor Blvd. to Addison Road
Project No. 04-22

WE ARE FORWARDING TO YOU:

- Attached
Under separate cover via:

- Plans, Specifications, Estimates, Shop Drawings, Change Order, Samples, Copy of Letter, Proposal, Reports, Originals, Reproducibles, Prints

Table with 4 columns: NO. OF COPIES, SHEET NO., LAST DATED, DESCRIPTION. Row 1: 1, 4 pages, 10/18/04, Price Proposal for TXU Duct bank at Midway

THESE ARE TRANSMITTED:

- For approval, For your use, As requested, For review and comment, Resubmit ___ copies for review, Submit ___ copies for distribution, Return ___ corrected prints, No exceptions taken (NE), Make corrections noted (ME), Amend and resubmit (AR), Rejected - See remarks (RE)

PLEASE NOTE:

COPY TO:

File
Michael Ebeling, HNTB Corporation
Jerry Holder, HNTB Corporation

BY: [Signature]
Guy Van Baulen, HNTB Corporation



Archer Western
Contractors



October 26, 2004

HNTB
5910 W Plano Parkway
Plano, Texas 75093
Attn: Mr. Guy Van Baulen

RE: Town of Addison
TXU Duct bank

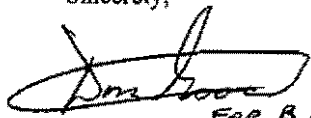
Dear Guy:

Archer Western Contractors has enclosed change proposal # 2 for your approval. This proposal is for furnishing and installing the duct bank conduits per the drawings received from your office. The total price for this work is \$ 521,472.40 and will add 22 days to the contract. This allows a two week window for TXU to relocate their existing cables to the duct banks. This includes all conduits and manholes shown on TXU drawing, traffic control, barriers, striping, pavement / sidewalk removal and replacement, landscaping removal, and temporary erosion control measures. This proposal excludes any tree replacement along Midway Road within the easements.

If this proposal is acceptable please forward a change order for our signature.

If you require additional information, please contact me at 817-640-3898 or 817-401-7202.

Sincerely,



FOR B.W.

Ben Withered
Project Manager

Encl: CO #3

Cc: Don Good

October 18, 2004

Town of Addison

204059

ITEM OF WORK: TXU Duct bank

A-W Work	UNIT	EST. QTY.	UNIT PRICE	TOTAL
Traffic handling & barricades	Ls	1	\$ 11,307.00	\$ 11,307.00
Furnish/Set/Rest/Remove Barriers	Ls	1	\$15,842.00	\$ 15,842.00
Box Culvert at Midway - Loss	Ls	1	\$13,805.00	\$ 13,805.00
Remove & replace pavement	Ls	1	\$25,309.00	\$ 25,309.00
Remove & replace erosion control	Ls	1	\$2,300.00	\$ 2,300.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

SUBTOTAL SUBCONTRACTOR COST \$ 68,563.00
 COMPENSATION (SUBTOTAL SUB COST AT 15%) \$ 10,284.45
 TOTAL SUBCONTRACTOR COST \$ 78,847.45

TOTAL COST OF ADDED ITEM
 UNIT PRICE(TOTAL COST DIVIDED BY EST. QTY.) \$ -

Work Description:

Subcontractor

October 18, 2004

Town of Addison

204059

ITEM OF WORK: TXU Duct bank

SUBCONTRACT	UNIT	EST. QTY.	UNIT PRICE	TOTAL
S & J Electric	Ls	1	\$ 365,000.00	\$ 365,000.00
Striping	Ls	1	\$1,000.00	\$ 1,000.00
Landscape removal & replacement	Ls	1	\$10,000.00	\$ 10,000.00

SUBTOTAL SUBCONTRACTOR COST \$ 376,000.00
 COMPENSATION (SUBTOTAL SUB COST AT 15%) \$ 56,400.00
 TOTAL SUBCONTRACTOR COST \$ 432,400.00

TOTAL COST OF ADDED ITEM
 UNIT PRICE(TOTAL COST DIVIDED BY EST. QTY.) \$ -

Work Description:

Archer Western Contractors, LTD.

Town of Addison

CHANGE PROPOSAL SUMMARY

TO: <u>HNTB</u> <u>5910 W Plano Parkway</u> <u>Plano, TX 75093</u>	DATE: <u>October 18, 2004</u> PROJECT: <u>Town of Addison</u> PROJECT NO.: <u>204059</u> CO NO.: <u>3</u>
ATTENTION: <u>Guy Van Baulen</u>	
Description: <u>TXU Duct bank</u>	

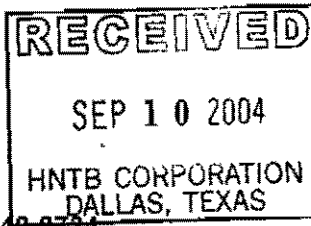
A	TOTAL A-W COST	\$	78,847.45
SUBTOTAL			\$78,847.45
<hr/>			
E	SUBCONTRACTOR COST	\$	432,400.00
SUBTOTAL			\$432,400.00
<hr/>			
G	TOTAL DIRECT JOB COST		\$511,247.45
H	BOND & INSURANCE AT 2 %		\$10,224.95
<hr/>			
TOTAL CHANGE PROPOSAL COST			\$521,472.40
TIME EXTENSION IN DAYS (FOR THIS CHANGE)			22

Archer Western _____

Date _____

Approval _____

ARCHER WESTERN CONTRACTORS, LTD.
2121 Ave J, Ste. 103
Arlington, Texas 76006
PH: (817) 640-3898



FAX: (817) 640-8734



SUBMITTAL

Date: September 10, 2004

Submittal #: **23.1**

To: HNTB / Town of Addison
16801 Westgrove
Addison, Texas 75001-9010
(972) 450-2886
Attn: Guy Van-Baulen

New Submittal: X
Re-Submittal:

Project: Arapaho Road Phase III

AW # 204059
Engineer: HNTB

Submittal Specification Reference: **NTCOG, WSS**

Description of Submitted Item: Sanitary Sewer Pipe and Fittings

Manufacturer/Sub/Supplier: ACT Pipe and Supply

Related Section / Drawings: **NTCOG, WSS**

Additional Comments:

Contractor's Certification

"Having Checked this submission, we certify that it conforms to the requirements of the Contract in all respects, except as otherwise indicated."

Archer Western Contractors, Ltd.

Sign:

Print Name: Andrew Schneemann
Title: Asst. Project Manager
Reviewed by: Andrew Schneemann
Date: September 10, 2004

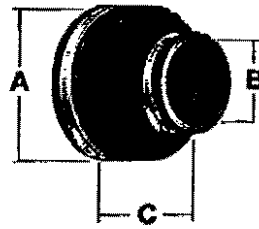
Engineer's Stamp

*Submittal from
A-W via Guy VanBaulen
9/27/04*

Copy: File

FLEXIBLE COUPLING SIZING CHART

- All dimensions given in inches and mm.
- Couplings available to connect 1-1/4" to 15" pipe.
- 300 Series stainless steel clamps supplied with all couplings.
- All couplings will fit any pipe type within +/- 5% OD on chart
- * Denotes couplings supplied with reducer.



Clay to Clay

DFW01-44	5.25	133	5.25	133	4.00	101
DFW01-55		USE PART NO. DFW 56-66				
DFW01-64	7.38	187	5.25	133	6.00	152
DFW01-66	7.52	191	7.52	191	6.00	152
DFW01-86	9.65	245	7.38	187	6.00	152
DFW01-88	9.65	245	9.65	245	6.00	152
DFW01-1010	11.73	298	11.73	298	6.00	152
DFW01-1212	14.38	365	14.38	365	6.00	152
DFW01-1515	17.85	453	17.85	453	6.00	152

Clay to Cast Iron or Plastic

DFW02-43	5.25	133	3.38	85	4.00	101
DFW02-44	5.25	133	4.38	111	4.00	101
DFW02-46	5.25	133	6.38	162	6.00	152
DFW02-55		USE PART NO. DFW 56-65				
DFW02-64	7.38	187	4.38	111	6.00	152
DFW02-65		USE PART NO. DFW 04-64				
DFW02-66	7.38	187	6.38	162	6.00	152
DFW02-84	9.65	245	4.38	111	6.00	152
DFW02-86	9.65	245	6.38	162	6.00	152
DFW02-88	9.65	245	8.50	215	6.00	152
DFW02-108	11.80	299	8.50	215	6.00	152
DFW02-1010	11.80	299	10.60	269	6.00	152
DFW02-1212	14.38	365	12.60	320	6.00	152
DFW02-1515	17.85	453	15.40	391	6.00	152

Clay to Asbestos Cement, Fibre, Ductile Iron

DFW03-44	5.00	127	4.75	120	6.00	152
DFW03-66	7.38	187	7.00	177	6.00	152
DFW03-88	9.65	245	9.12	231	6.00	152
DFW03-1010	11.80	299	11.12	282	6.00	152
DFW03-1212	14.38	365	13.20	335	6.00	152

Concrete to Concrete

DFW04-44	5.62	142	5.62	142	6.00	152
DFW04-64	7.80	198	5.62	142	6.00	152
DFW04-66	7.80	198	7.80	198	6.00	152
DFW04-88	10.25	260	10.25	260	6.00	152
DFW04-1010		USE PART NO. DFW 01-1010				
DFW04-1212		USE PART NO. DFW 56-1515				

Concrete to Cast Iron or Plastic

DFW06-44	5.62	142	4.38	111	4.00	101
DFW06-64	7.80	198	4.38	111	6.00	152
DFW06-66	7.80	198	6.38	162	6.00	152
DFW06-88	10.25	260	8.50	215	6.00	152
*DFW06-108	12.09	327	8.50	215	6.00	152
DFW06-1010	12.90	327	10.60	269	6.00	152
DFW06-1212	15.40	391	12.60	320	6.00	152

Asbestos Cement, Fibre, or Ductile Iron to Cast Iron or Plastic

DFW51-44	4.75	120	4.38	111	4.00	101
DFW51-54	5.90	149	4.38	111	6.00	152
DFW51-55	5.90	149	5.62	142	6.00	152
DFW51-64	7.00	177	4.38	111	6.00	152
DFW51-66	7.00	177	6.38	162	6.00	152
DFW51-88	9.12	231	8.50	215	6.00	152
*DFW51-108	11.12	282	8.50	215	6.00	152
DFW51-1010	11.12	282	10.60	269	6.00	152
DFW51-1212	13.20	335	12.60	320	6.00	152

Asbestos Cement, Fibre, or Ductile Iron to Asbestos Cement, Fibre, or Ductile Iron

DFW55-44	4.75	120	4.75	120	6.00	152
DFW55-64	7.00	177	4.75	120	6.00	152
DFW55-66	7.10	180	7.10	180	6.00	152
DFW55-88	9.12	231	9.12	231	6.00	152
DFW55-1010	11.12	282	11.12	282	6.00	152
DFW55-1212	13.20	335	13.20	335	6.00	152

Cast Iron, Plastic, Copper, Steel, or Lead to Cast Iron, Plastic, Copper, Steel or Lead

DFW56-125	1.65	40	1.65	40	4.00	101
DFW56-150/125	1.90	48	1.65	40	4.00	101
DFW56-150	1.90	48	1.90	48	4.00	101
DFW56-2150	2.40	60	1.90	48	4.00	101
DFW56-22	2.40	60	2.40	60	4.00	101
*DFW56-3150	3.38	85	1.90	48	4.00	101
DFW56-32	3.38	85	2.40	60	4.00	101
DFW56-33	3.38	85	3.38	85	4.00	101
*DFW56-4150	4.38	111	1.90	48	4.00	101
DFW56-42	4.38	111	2.40	60	4.00	101
DFW56-43	4.38	111	3.38	85	4.00	101
DFW56-44	4.42	112	4.42	112	4.00	101
DFW56-54	5.62	142	4.38	111	6.00	152
DFW56-55	5.62	142	5.62	142	4.00	101
DFW56-63	6.38	162	3.38	85	6.00	152
DFW56-64	6.38	162	4.38	111	6.00	152
DFW56-65	6.38	162	5.62	142	6.00	152
DFW56-66	6.38	162	6.38	162	6.00	152
*DFW56-84	8.50	215	4.38	111	6.00	152
DFW56-86	8.50	215	6.38	162	6.00	152
DFW56-88	8.50	215	8.50	215	6.00	152
*DFW56-108	10.60	269	8.50	215	6.00	152
DFW56-1010	10.60	269	10.60	269	7.00	178
DFW56-1210						
DFW56-1212	12.83	326	12.83	326	6.00	152
DFW56-1515	15.40	391	15.40	391	6.00	152

PVC Sewer Pipe Type PSM

ASTM D 3034
F-679

SDR-35
SDR-26
PS-46



SPECIFICATIONS DATA

PRODUCT DESCRIPTION

Diamond solid-wall gravity sewer pipe 4 inches through 48 inches shall be made of compounds conforming to material requirements of ASTM D3034 and ASTM F679 (Annex) in accordance with ASTM D1784. Diamond PVC Sewer Pipe meets all the dimensional, chemical, and physical requirements as outlined in ASTM D3034 and ASTM F679.

The pipe sizes 4 inches through 48 inches are made with an integral bell to utilize the gasket for sealing which meets specifications defined in ASTM F477.

Each male end shall be beveled to facilitate joining and reference marked for proper insertion depth. Diamond furnished lubricant is to be used in the joining process.

PHYSICAL PROPERTIES

PVC Pipe Stiffness

SDR	E = 400,000 psi	E = 500,000 psi
41	28	35
35	46	57
26	115	144

CHEMICAL RESISTANCE

ASTM TEST

93.0% Sulfuric Acid,	D 543
14 Days Flotation at	
55 + or -2° C	
Change in Weight, %	-0.1 + 5.0
Change in Flex Strength, %	-25.0 to + 5.0
ASTM Oil No. 3, 30 Day	
Immersion at 23° C	
Change in Weight, %	-1.0 to 1.0

D3034 Pipe Acceptable Materials

13364 or 12454 or 12364

Example of Properties

PROPERTIES OF PVC 13364

Property	ASTM Test	Minimum
Specific Gravity	D 792	1.47
Tensile Strength, psi	D 638	6,000
Tensile Modulus, psi	D 638	440,000
IZOD Impact Strength, ft., lb./in.	D 256	.65

**Short Form
Specification for Diamond
PVC Solid-Wall Sewer Pipe
SDR 26 or SDR 35 or PS 46**

Diamond PVC Solid-Wall Sewer Pipe shall be made of compounds conforming to ASTM D1784 in accordance with the material requirements of ASTM D3034. Diamond PVC Sewer Pipe must meet all dimensional, chemical and physical requirements as outlined in ASTM D3034 and ASTM F679 or ASTM F679 ANNEX. Diamond PVC Sewer Pipe shall be installed according to the requirements of ASTM D2321, Uni-Bell UNI-PUB 6, "and the manufacturer's requirements."

**Diamond
ASTM D3034 & F679 PVC Sewer Pipe
Approximate Bell Dimensions**



Size	Socket O.D.	Socket Depth
4	5.110	3.250
6	7.372	5.250
8	9.873	5.500
10	12.115	6.250
12	14.241	6.250
15	17.180	6.750
18	21.500	8.500
21	25.000	8.750
24	28.000	9.500
27	33.000	13.000

D3034 Pipe Dimensions & Wall Thickness

Size	O.D.	SDR26	SDR35
4	4.215	.162	.120
6	6.275	.241	.180
8	8.400	.323	.240
10	10.500	.404	.300
12	12.500	.481	.360
15	15.300	.588	.437

F679 & Annex Pipe Diameters & Thickness

Size	O.D.	SDR26	PS46
18	18.701	.719	.499
21	22.047	.848	.588
24	24.803	.954	.661
27	27.953	1.075	.745
30*	32.000	1.231	.853
36*	38.300	1.473	1.021
42*	44.500	1.712	1.187
48*	50.800		1.355

IDENTIFICATION

Diamond PVC Sewer Pipe shall be marked at specified intervals with the following data:

1. Diamond
2. Nominal Pipe Size
3. PVC Cell Classification
4. SDR 35 or SDR 26 or PS46
5. Sewer
6. ASTM D3034 or ASTM F679 or ASTM F679 Annex
7. Extrusion Code

B/00

Contact Diamond Plastics Corporation for current information.

*CIOD

**Diamond ASTM D3034
PSM Gravity Sewer Pipe**

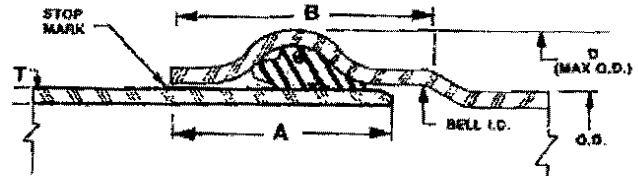
Vulcan Gasket Specifications



1. The retaining ring holds the sealing ring in position during transport and for pipe assembly.
2. Chevron seal for added pressure sealing capacity.
3. Compression seal - provides seal under vacuum.
4. Wiper beads to clean spigot end.

**Diamond ASTM D3034 & F679 & (Annex)
PSM Gravity Sewer Pipe**

Rieber Gasketed Joint Dimensions



Nominal Pipe Size	A Insert (Min.)	B Socket (Min.)	D Diameter (Max.)
4"	4	4 5/8	5 1/4
6"	4	4 3/4	7 1/2
8"	5	6 1/8	9 7/8
10"	6	6 3/4	12 3/8
12"	6	7 1/4	14 5/8
16"	6	6 3/4	18
18"	6 1/2	7 3/4	21 3/4
21"	6 1/2	7 3/4	25 1/2
24"	7	8 1/2	28 3/4
27"	7	8 1/2	32 1/2
30"	10	12	37 1/4
36"	10	12	43 1/4
42"	13	16	53
48"	13	16	60

These are not engineered drawings and actual product may vary from them. Tolerances of Product Standards are applicable to nominal dimensions. General dimensions of diagrams are furnished to indicate approximate profile scheme only.

*Joint system varies with product size and plant of manufacture.



PLASTIC TRENDS, INC.
MANUFACTURERS OF QUALITY PLASTIC PIPE FITTINGS

GASKETED
SDR 35 SEWER MAIN
ASTM D-3034 (PSM)

INSTALLATION GUIDELINES FOR GASKETED CONNECTIONS

INSPECTION

THE PIPE END AND GASKETED AREA OF THE FITTING SHOULD BE CLEAN. SPECIFIC ATTENTION TO THE AREA UNDERNEATH THE GASKET IS RECOMMENDED (AREA A). REMOVE ANY FOREIGN MATERIAL WHICH MAY INTERFERE WITH THE PROPER ASSEMBLY OR PERFORMANCE OF THE SYSTEM.

LUBRICATION

LUBRICATE THE PIPE END AROUND IT'S ENTIRE CIRCUMFERENCE AND LUBRICATE THE EXPOSED AREA OF THE GASKET (AREA B). EXTREME CARE SHOULD BE EXERCISED TO KEEP THE LUBRICATED SURFACES CLEAN.

CHAMFER

FOR BEST RESULTS, IT IS RECOMMENDED THAT ALL PIPE ENDS BE CHAMFERED AND DEBURRED PRIOR TO ASSEMBLY (AREA D).

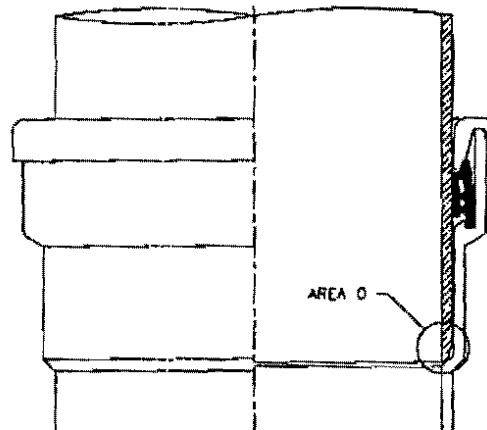
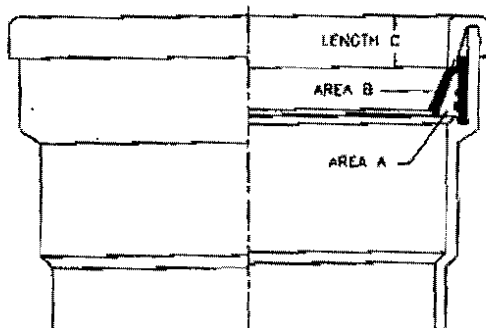
ASSEMBLY

INSERT THE PIPE INTO THE PRELOAD AREA OF THE GASKETED FITTING FOR INITIAL ALIGNMENT OF THE COMPONENTS PRIOR TO ASSEMBLY (LENGTH C). WHILE MAINTAINING ALIGNMENT, PUSH WITH A FIRM, EVEN MOTION TO COMPLETE THE ASSEMBLY.

NOTE - ASSEMBLY SHOULD NOT BE DIFFICULT

PLASTIC TRENDS' PATENTED GASKETED JOINT HAS BEEN DESIGNED FOR EASE OF ASSEMBLY BY HAND CONVENTIONAL BAR AND BLOCK METHODS OF ASSEMBLY SHOULD NOT BE REQUIRED. ANY SEVERE RESTRICTIONS SHOULD BE INVESTIGATED.

FOR DETAILED INSTRUCTIONS CONCERNING THE INSTALLATION OF PVC GRAVITY SEWER SYSTEMS, REFERENCE ASTM D 2321 STANDARD RECOMMENDATION FOR UNDERGROUND INSTALLATION OF FLEXIBLE THERMOPLASTIC SEWER PIPE.



U.S. PATENT NUMBER 4,174,859

PRODUCT CERTIFICATION AND STANDARDS COMPLIANCE

ALL PVC SEWER MAIN FITTINGS PRODUCED BY PLASTIC TRENDS, INC., ARE INJECTION MOLDED FROM VIRGIN PVC COMPOUND HAVING A MINIMUM CELL CLASSIFICATION OF 12454-B ACCORDING TO ASTM STANDARD D-1784.

SOLVENT WELD AND GASKETED PVC SEWER MAIN FITTINGS ARE MANUFACTURED, SAMPLED, DIMENSIONED, TESTED, AND INSPECTED IN STRICT COMPLIANCE WITH ASTM STANDARD D 3034 (SDR 35) AND IN ACCORDANCE WITH NSF STANDARD #14 - MEETING OR EXCEEDING ALL APPLICABLE REQUIREMENTS.

GASKETED JOINT FITTINGS ARE FURTHER TESTED FOR JOINT TIGHTNESS FOR ELASTOMERIC SEALS AGAINST ASTM STANDARD D 3212 TO ENSURE A POSITIVE SEAL UNDER PRESSURE AND VACUUM CONDITIONS FOR ANGULAR DEFLECTION, TOP LOAD DEFLECTION, AND STRAIGHT ALIGNMENT.

THIS PRODUCT HAS BEEN AWARDED THE NSF SEAL BECAUSE IT EQUALS OR EXCEEDS THE REQUIREMENTS OF A STANDARD DEVELOPED AT THE NATIONAL SANITATION FOUNDATION FOR THE PROTECTION OF THE PUBLIC HEALTH. WITH PROPER USE AND CARE THIS IS A PRODUCT YOU CAN TRUST.


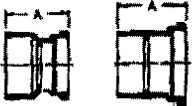

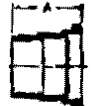





PLASTIC TRENDS, INC., IS THE ONLY MANUFACTURER WORLDWIDE TO RETAIN APPROVAL FOR THE LISTING OF PVC SEWER MAIN FITTINGS BY THE NATIONAL SANITATION FOUNDATION.

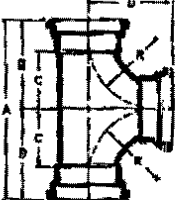








INDEPENDENT TEST REPORTS FROM NSF AND QUALITY CONTROL INSPECTION RECORDS FROM PLASTIC TRENDS, INC., ARE AVAILABLE UPON SPECIAL WRITTEN REQUEST AND AUTHORIZATION FROM PLASTIC TRENDS MANAGEMENT.



PLASTIC TRENDS, INC.
MANUFACTURERS OF QUALITY PLASTIC PIPE FITTINGS

GASKETED
PVC SEWER MAIN
ASTM D-3034 (PSM)/SOR 35

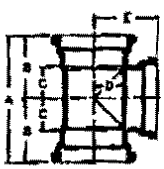
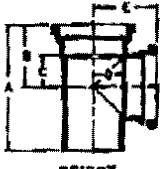
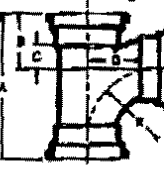
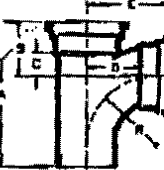
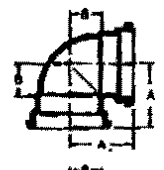
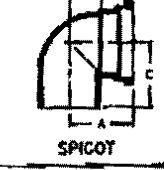
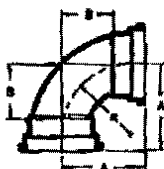
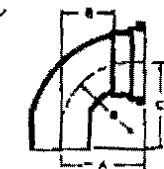
PART DESCRIPTION	PART NUMBER	A	B	C	D	E	R
REPAIR COUPLING 	G 624 G 626 G 628	5.89 8.74 11.10					
HUB ADAPTER  S/W HUB BY GASKETED HUB	G 644 G 648-4 G 646 G 648	4.78 7.06 7.50 9.72					
DWV COUPLING  SEWER HUB BY DWV HUB	G 657 C 658 C 659	5.89 8.17 8.74					
HUB ADAPTER  S/W SPIGOT BY GASKET HUB	G 904 G 906 G 908	4.77 7.50 9.72					
DWV HUB ADAPTER  S/W SPIGOT BY DWV GASKET HUB	G 924 C 926-4 G 926	4.77 7.05 7.53					
DWV HUB ADAPTER  CHAM. SPIGOT BY S/W DWV HUB	G 944 G 946-4 C 946 G 948	4.76 7.12 7.46 9.65					
DWV HUB ADAPTER  CHAM. SPIGOT BY S/W DWV HUB	G 954 G 956-4 C 956	4.78 6.82 7.50					
PIPE ADAPTER  CHAM. SPIGOT BY S/W HUB	C 964	4.76					
RISER ADAPTER  SPIGOT BY SPIGOT	G 984 G 986 G 988	5.98 8.81 11.02	2.84 4.21 5.33				

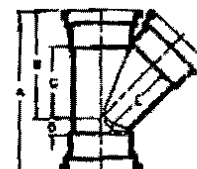
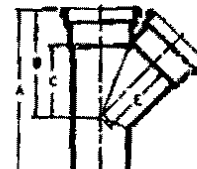
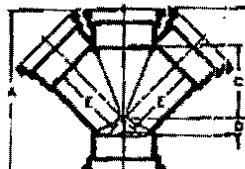
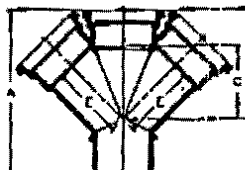

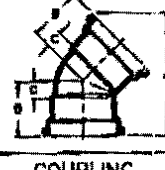


PART DESCRIPTION	PART NUMBER	A	B	C	D	E	R
2-WAY CLEANOUT  SEWER  DWV HUB SEWER BY SEWER BY DWV	G 1004 G 1054	13.38 13.83	6.69 6.94	3.81 3.81	6.69 6.84		5.14 5.14
SPIGOT PLUG 	G 1164 G 1166 G 1188	3.08 4.43 5.89	2.90 4.21 5.33				
DWV ADAPTER  DWV SPIGOT BY GASKET SEWER HUB	G 1208 G 1209	3.27 4.74	4.50 6.83				
DWV BUSHING  CHAMFER SPIGOT BY DWV GASKET HUB	G 1213 G 1214 G 1215	5.87 8.23 8.71					
BUSHING  CHAMFER SPIGOT BY GASKET HUB	G 1218 G 1219 G 1220	8.21 10.40 10.83					
CAP 	G 1604 G 1608 G 1608	3.01 4.46 5.62					
1/16 BEND   SPIGOT	G 1704 G 1706 G 1708 G 1714 G 1716 G 1718	8.19 9.21 15.45 7.90 11.89 15.35	3.74 3.90 7.05 3.74 5.47 7.05	.86 .81 1.63 .86 1.19 1.63		3.44 5.41 6.96	

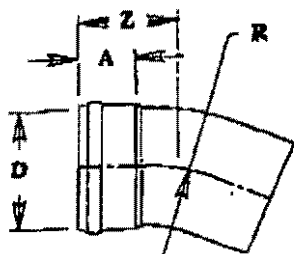


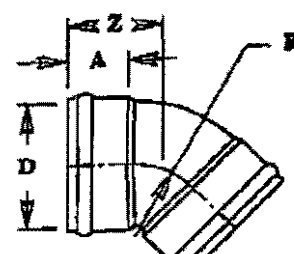
PLASTIC TRENDS, INC.
MANUFACTURERS OF QUALITY PLASTIC PIPE FITTINGS

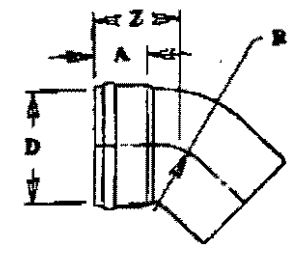
GASKETED
PVC SEWER MAIN
ASTM D-3034 (PSM)/SOR J5

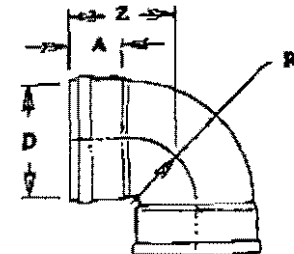
PART DESCRIPTION	PART NUMBER	A	B	C	D	E	R
STRAIGHT TEE 	G 104	10.85	5.42	2.54	2.54	5.42	
	G 106	16.07	8.04	3.76	3.76	8.06	
	G 106-4	14.06	7.03	2.75	3.70	6.58	
	G 108	15.83	8.41	4.38	4.38	8.41	
	G 108-4	12.87	6.44	2.40	4.26	6.97	
	G 108-6	14.82	7.41	3.37	4.28	7.35	
	G 124	10.55	5.42	2.54	2.54	5.42	
	G 126	16.02	8.04	3.76	3.76	8.06	
	G 126-4	14.00	7.03	2.75	3.70	6.58	
	G 128	20.83	10.46	5.04	5.04	10.46	
	G 128-4	12.91	6.44	2.40	4.29	6.97	
	G 128-6	14.97	7.41	3.37	4.26	7.35	
SPIGOT							
SANITARY TEE 	G 156	11.27	4.58	1.70	3.98	6.69	5.14
	G 157	17.19	7.48	3.21	5.43	9.70	7.72
	G 157-4	14.94	6.73	2.46	3.93	7.60	5.14
	G 158	22.03	9.71	4.29	6.90	12.32	9.84
	G 158-4	17.42	8.00	2.58	5.72	8.60	5.14
	G 158-6	18.67	8.75	3.33	6.42	10.70	7.72
	G 174	11.23	4.58	1.70	3.98	6.69	5.14
	G 177	17.13	7.48	3.21	5.43	9.70	7.72
	G 177-4	14.88	6.73	2.46	3.93	7.60	5.14
	G 178	21.94	9.71	4.29	6.90	12.32	9.84
	G 178-4	17.33	8.00	2.58	5.72	8.60	5.14
	G 178-6	18.57	8.75	3.33	6.42	10.70	7.72
SPIGOT							
1/4 BEND 	G 204	5.42	2.54				
	G 206	6.30	3.22				
	G 208	10.46	5.04				
	G 224	5.42	2.54	5.13			
	G 226	6.04	3.76	7.98			
	G 228	10.46	5.04	10.37			
SPIGOT							
1/4 BEND LONG TURN 	G 256	6.69	3.81				5.14
	G 257	9.70	5.43				7.72
	G 258	12.32	6.90				9.84
	G 274	6.69	3.81	6.65			5.14
	G 277	9.70	5.43	9.65			7.72
	G 278	12.32	6.90	12.22			9.84
SPIGOT							

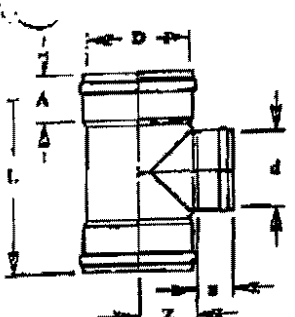
PART DESCRIPTION	PART NUMBER	A	B	C	D	E
45° WYE 	G 304	12.16	9.05	5.09	1.31	5.28
	G 306	17.55	11.86	7.58	1.42	7.88
	G 306-4	14.83	10.46	6.21	.12	6.83
	G 308	22.98	15.57	10.14	2.00	10.51
	G 308-4	15.41	13.10	7.68	-.79	8.20
	G 308-6	17.85	13.66	8.73	.59	9.46
	G 324	11.85	9.05	5.09		5.28
	G 326	17.49	11.85	7.58		7.88
	G 326-4	14.79	10.46	6.21		6.83
	G 328	22.89	15.57	10.14		10.51
	G 328-4	17.64	13.10	7.68		8.20
	G 328-6	20.07	13.66	8.73		9.46
SPIGOT						
DOUBLE WYE 	G 366-4	14.83	10.46	6.21	.12	6.83
	G 386-4	14.79	10.46	6.21		6.83
SPIGOT						
1/8 BEND SPIGOT 	G 404	8.72	4.19	1.31	3.89	
	G 406	11.27	5.15	1.87	6.09	
	G 408	18.97	7.97	2.54	7.87	
	G 504	9.02	4.19	1.31		
	G 508	11.33	6.15	1.87		
	G 508	17.07	7.97	2.54		
COUPLING 	G 604	5.89				
G 606	8.74					
G 608	11.10					
INCREASER 	G 608-4	8.31				
G 608-4	10.53					
G 608-6	10.95					

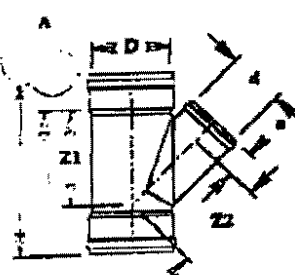
Part Description	Product Code	D	d	L	A	a	Z	Z1	Z2	R
BEND 22.5° GXG 	B2210GS	10	-	-	4.5	-	10.9	-	-	15.7
	B2212GS	12	-	-	4.6	-	12.5	-	-	18.7
	B2215GS	15	-	-	5.0	-	14.3	-	-	23.0
	B2218GS	18	-	-	6.8	-	18.6	-	-	34.4

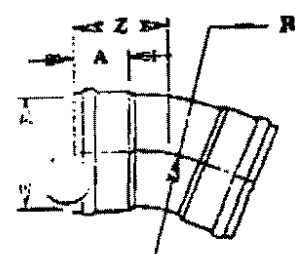
Part Description	Product Code	D	d	L	A	a	Z	Z1	Z2	R
BEND 45° GXG 	B4510GG	10	-	-	4.5	-	7.8	-	-	5.2
	B4512GG	12	-	-	4.8	-	8.3	-	-	6.3
	B4515GG	15	-	-	5.0	-	9.8	-	-	7.6
	B4518GG	18	-	-	6.8	-	13.2	-	-	9.4

Part Description	Product Code	D	d	L	A	a	Z	Z1	Z2	R
BEND 45° GXG 	B4510GS	10	-	-	3.5	-	7.9	-	-	5.2
	B4512GS	12	-	-	3.8	-	10.2	-	-	8.2
	B4515GS	15	-	-	5.0	-	17.7	-	-	15.3
	B4518GS	18	-	-	6.8	-	23.6	-	-	18.7

Part Description	Product Code	D	d	L	A	a	Z	Z1	Z2	R
BEND 90° GXG 	B9010GG	10	-	-	4.5	-	7.9	-	-	5.2
	B9012GG	12	-	-	4.6	-	8.3	-	-	6.3
	B9015GG	15	-	-	5.0	-	9.8	-	-	7.6
	B9018GG	18	-	-	6.8	-	13.2	-	-	9.4

Part Description	Product Code	D	d	L	A	a	Z	Z1	Z2	R
TEE 	T1004GG	10	4	20.4	5.4	3.7	6.1	-	-	-
	T1005GG	10	5	22.1	5.4	4.9	6.4	-	-	-
	T1006GG	10	6	22.1	5.4	4.9	6.4	-	-	-
	T1008GG	10	8	23.8	5.4	5.9	6.4	-	-	-
	T1010GG	10	10	27.2	5.4	5.9	6.6	-	-	-
	T1204GG	12	4	22.6	6.3	3.7	7.2	-	-	-
	T1205GG	12	5	24.3	6.3	4.9	7.5	-	-	-
	T1206GG	12	6	24.3	6.3	4.9	7.5	-	-	-
	T1208GG	12	8	26.9	6.3	5.9	7.4	-	-	-
	T1210GG	12	10	28.0	6.3	5.9	7.7	-	-	-
	T1212GG	12	12	31.6	6.3	6.7	7.7	-	-	-
	T1504GG	15	4	25.1	6.7	3.7	8.7	-	-	-
	T1505GG	15	5	26.7	6.7	4.9	8.9	-	-	-
	T1506GG	15	6	26.7	6.7	4.9	8.9	-	-	-
	T1508GG	15	8	29.4	6.7	5.9	8.9	-	-	-
	T1510GG	15	10	30.4	6.7	5.9	9.1	-	-	-
	T1512GG	15	12	32.3	6.7	6.7	9.2	-	-	-
	T1515GG	15	15	37.1	6.7	7.5	9.4	-	-	-
	T1804GG	18	4	34.3	7.1	3.7	10.7	-	-	-
	T1805GG	18	5	34.3	7.1	4.9	10.8	-	-	-
T1806GG	18	6	34.3	7.1	4.9	10.8	-	-	-	
T1808GG	18	8	34.3	7.1	5.9	10.9	-	-	-	
T1810GG	18	10	34.3	7.1	5.9	10.9	-	-	-	
T1812GG	18	12	34.3	7.1	6.7	10.9	-	-	-	
T1815GG	18	15	38.4	7.1	7.5	10.9	-	-	-	
T1818GG	18	18	39.4	7.1	7.5	14.6	-	-	-	

Part Description	Product Code	D	d	L	A	a	Z	Z1	Z2	R
WYE 	Y1004GG	10	4	22.8	5.4	3.5	-	11.9	10.7	-
	Y1005GG	10	5	25.5	5.4	4.7	-	13.3	11.5	-
	Y1006GG	10	6	25.5	5.4	4.7	-	13.3	11.8	-
	Y1008GG	10	8	28.2	5.4	5.1	-	14.8	13.0	-
	Y1010GG	10	10	32.0	5.4	6.5	-	16.7	14.3	-
	Y1204GG	12	4	24.9	6.3	3.5	-	13.1	12.2	-
	Y1205GG	12	5	27.6	6.3	4.7	-	14.6	13.1	-
	Y1206GG	12	6	27.6	6.3	4.7	-	14.8	13.4	-
	Y1208GG	12	8	30.4	6.3	5.1	-	16.0	14.6	-
	Y1210GG	12	10	33.8	6.3	6.5	-	17.8	15.9	-
	Y1212GG	12	12	37.2	6.3	7.1	-	19.6	17.0	-
	Y1215GG	12	15	42.9	6.3	7.1	-	23.4	23.5	-
	Y1504GG	15	4	27.2	6.7	3.5	-	15.4	14.3	-
	Y1505GG	15	5	30.0	6.7	4.7	-	16.8	15.2	-
	Y1506GG	15	6	30.0	6.7	4.7	-	16.8	15.5	-
	Y1508GG	15	8	32.7	6.7	5.1	-	18.2	16.6	-
	Y1510GG	15	10	35.9	6.7	6.5	-	20.0	18.0	-
	Y1512GG	15	12	39.0	6.7	7.1	-	21.6	19.1	-
	Y1515GG	15	15	42.9	6.7	7.1	-	23.4	23.5	-
	Y1804GG	18	4	34.3	6.7	7.1	-	20.9	19.1	-
Y1805GG	18	5	34.3	6.7	7.1	-	20.9	19.1	-	
Y1806GG	18	6	34.3	6.7	7.1	-	20.9	19.1	-	
Y1808GG	18	8	34.3	6.7	7.1	-	20.9	19.1	-	
Y1810GG	18	10	40.7	6.7	7.1	-	24.2	21.1	-	
Y1812GG	18	12	42.9	6.7	7.1	-	25.3	24.8	-	
Y1815GG	18	15	47.9	6.7	7.1	-	26.5	27.6	-	
Y1818GG	18	18	51.7	6.7	7.1	-	26.5	27.6	-	

Part Description	Product Code	D	d	L	A	a	Z	Z1	Z2	R
BEND 22.5° GXG 	B2210GG	10	-	-	4.5	-	10.9	-	-	15.7
	B2212GG	12	-	-	4.6	-	12.5	-	-	18.7
	B2215GG	15	-	-	5.0	-	14.3	-	-	23.0
	B2218GG	18	-	-	-	6.8	-	10.6	-	-

09/17/2004 15:23 2146708545

p. 2

PAGE 01
Page 1 of 1

JOSEPH OROSCO

Johnny Helton - SH 121-FM544 (03199-F) & Arapaho Rd.Ph III (03-167-f) Shop Drawing review

From: Johnny Helton
To: Sanchez, Cassia
Date: 9/16/2004 11:18 AM
Subject: SH 121-FM544 (03199-F) & Arapaho Rd.Ph III (03-167-f) Shop Drawing review
CC: Baptista, Cesar

Inspection

Onsite, The SH 121-FM544 Project SH-121. I would like to make sure that all joints are bonded and that all connection to the main line has a hand hole for grouting purposes. This line will also require a test and chlorine test and the ability to effectively blow off/ flush the line.

The Arapaho Rd.Ph III project is really my main concern. I still would like to have the test and chlorine tested and make all joints welded. This line also need to have all joint bonded possibly a reaction ring installed and have access points at the tie-ins hand holes for grouting. This line also needs a water feed for testing /chlorination and flushing.

Call me if you have any questions. 224-978-7310.

Distribution

- impossible to compare the combination bands to plans, since Plans do not call Vertical & Horizontal deflection angles.
- Does the Butterfly Valve not have Flanged Ends?
- The pipe^{end} connections to the valve must be with MJ Ends
- Any unwelded joints need to be bonded.



Grantham & Associates, Inc.

MEMO

1919 S. Shiloh Rd., Suite 310, LB 8, Garland, TX 75042

Date: September 21, 2004**G&A No:** 320**To:** Guy Van Baulen, HNTB**From:** Katura Curry, P.E.**Re:** DWU Shop Drawings

We have received and attached to this memo the comments from Dallas Water Utilities (DWU) regarding the shop drawings submitted by the Contractor. I would like for the Contractor to review these comments and then let me know if he has any comments regarding them. If the Contractor does have comments or questions, I would like for them to go through me in order to keep everyone informed.

The only issue that I have is that the Contractor should also clarify how he plans to test and chlorinate the replacement section. This was a requirement that DWU originally placed on the construction.

If you or the Contractor has any questions, please do not hesitate to contact me.

DF, GVB, JON, BW, RL
DW, -, AS, B

Weekly Meeting Agenda

Date: Tuesday, September 21, 2004
Time 1:30 P.M.
Location: Field Office

Arapaho Road

I. Safety Issues

- ✓ 1. HNTB noted that orange safety fence over DWU line should be maintained at all times.
↳ Daily / morning
- ✓ 2. HNTB and the Town asked that a drawing of the proposed construction entrance at Midway Road be given to them. A drawing was given to Guy on 9-16. Closed 9-21.
↳

II. Submittals

- ✓ 1. HNTB requests that the revised box culvert shop drawings be submitted. The revised drawings were submitted on 9-16-04. Closed 9-21.

III. Old Business

1. Archer Western must move forward with the TXU conduit. What is the status? 8-24.
HNTB meet with Grantham and a new plan sheet is being drafted. 8-31. A/W received new plan sheets on 9-07 with revised TXU conduit and drainage. New sheets are being reviewed by A/W. 9-08. Several changes have been made to new plan sheets. A/W will get pricing to HNTB. 9-14. ←

2. Comcast has asked for a 4" conduit to be located in the TXU duct bank at two locations where they are on the TXU poles. 8-24. Done

HNTB asked for a letter from Comcast requesting an additional conduit for their cable.

A/W has relayed this to Comcast and a letter is coming. 8-31. A/W has not received anything yet, we will follow up. 9-08. A/W is still waiting on Comcast to reply. 9-14.

C.J. with Comcast said he has spoke directly to Katura Curry, and they have taken care of it. Closed 9-21. - Done

3. Fence relocating is needed in order to relocate the 8" water line and hydrant at station 39+50. A/W has moved the fence, HNTB has measured the fence. - Done

- 4. The irrigation system at Comfort Suite Motel needs to be relocated in order for the service to the west side of the property to remain operational. Pricing is coming. 9-14.

↳ get done later this week - 1/2 circle popups needed
- current sprinklers under sidewalk ↳ relocate main & re set controls to
- move controller heads from under SW then heads

Pricing has been turned in. We are waiting on HNTB to respond 9-21.

5. Within the limits of excavation at the brickyard there is a MCI & Quest line, approximately 3 feet deep, 8'-10' south of the north curb line. A/W will locate the lines to get an elevation and this will be our horizontal limits in this area. Does HNTB agree with this proposal? Four potholes of the MCI line have shown a depth of approximately 4.5'. This will be close to the plan excavation depth required.

6. Can the Town of Addison provide police during the electrical shutdowns?
Guy will check with Jennie and Steve

7. HNTB requests pricing on the following items:

- A. Additional signs for Motel 6
 - B. Change parking lots from 10" to 6" paving
 - C. Slotted CMP
 - D. Curb and Gutter
 - E. TXU duct banks at Midway Road
 - F. 8" water valve
- A/W is working on pricing for these items. 9-21.

IV. Change Orders

V. New Business

1. Soil samples were given to HNTB on 9-16-04 for roadway embankment. Do we have the results back yet? ←

2. Electrical run #7 shows it to be SBC conduits on the conformed drawings. On the bid plans it was a TXU run that they said they did not require. *next to midway*
put @ mtg tomorrow

3. Shop drawings from Hanson for the 60" water relocate were submitted on September 8 with a return date of September 16 requested. Hanson has informed A/W that they need eight weeks to fabricate the pipe once the drawings are approved. As of now the window for the work set forth by DWU can not be met.

4. HNTB requested pricing from A/W to install the TXU electrical duct bank at Midway Road on September 8.

A set of specifications was received but no plan sheets were included. A/W needs these plan sheets in order to submit a price for the work. → *how many Ducts*

Ben to forward on to me

I. Schedule

1 Review Weekly Schedule

REQUEST FOR INFORMATION

PROJECT No. Arapaho Phase III

RFI # 18

Date : August 25, 2004

Submitted To
HNTB
5910 W. Plano Parkway, Ste 200
Plano, Texas 75093
Guy Van Bulen

Submitted By
Archer Western Contractors, Ltd.

Andrew Schneemann

Subject	Discipline	Co-Author	Copies To
Roadway Grade	Civil	Chris Langford	Steve Chutchian

Cost Impact	Amount	Schedule Impact	Days	Drawing Impact
Unknown	Unknown	Unknown	Unknown	Unknown

Information Requested

Please review the attached spreadsheet and cross section.

Archer Western has identified a problem with the calculation of the median curb grades. The grades as currently calculated causes large undulations in the roadway profile.

Archer Western has calculated the curb grades based on the PGL and cross slope, allowing the curb grade to be set by the offset and cross slope. Archer Western's version does put a small cross slope in the median island verse the plans show an island with no cross slope.

This is a complex issue to explain, Archer Western would like to meet with the engineer to discuss this issue.

Please let Archer Western know when we can meet on this issue.

Response

RFI# 18

Floating PGL 8/24/2004

TOWN OF ADDISON:ARAPAHO ROAD PHASE III
 ARCHER-WESTERN CONTRACTORS JOB #204059
 NORTH CURB VERTICAL ALIGNMENT GRADES
 PLAN GRADES COMPARED TO AW PROPOSED GRADES

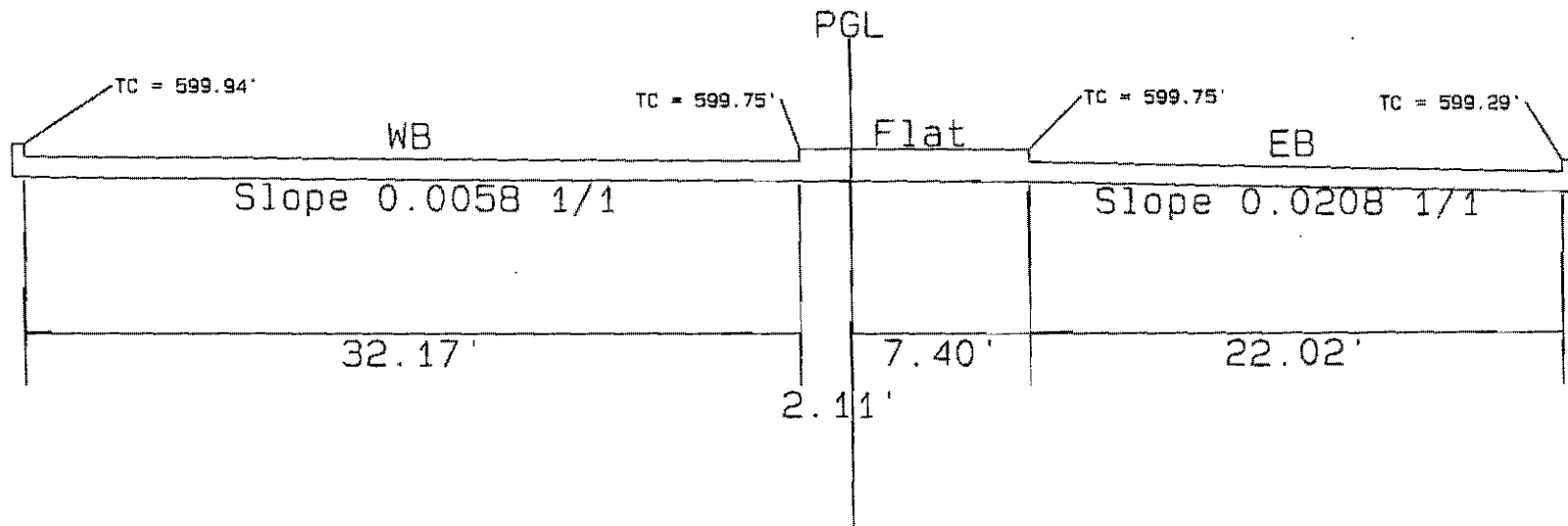
STA	PLAN GRADES: TOP CURB	PLAN GRADES: RATE OF CHANGE	AW PROPOSED GRADES:TOP CURB	AW PROPOSED GRADES:RATE OF CHANGE	GRADE DIFFERENTIAL
37+00	599.940		599.95		-0.01
		0.0085		0.0125	
37+20	600.110		600.20		-0.09
		0.0095		0.0105	
37+40	600.300		600.41		-0.11
		0.0085		0.0115	
37+60	600.470		600.64		-0.17
		0.0080		0.0115	
37+80	600.630		600.87		-0.24
		0.0090		0.0115	
38+00	600.810		601.10		-0.29
		0.0140		0.0110	
38+20	601.090		601.32		-0.23
		0.0200		0.0085	
38+40	601.490		601.49		0.00
		0.0070		0.0070	
38+60	601.630		601.63		0.00
		0.0070		0.0065	
38+80	601.770		601.76		0.01
		0.0065		0.0070	
39+00	601.900		601.90		0.00
		0.0070		0.0070	
39+20	602.040		602.04		0.00
		0.0025		0.0070	
39+40	602.090		602.18		-0.09
		0.0060		0.0065	
39+60	602.210		602.31		-0.10
		0.0070		0.0070	
39+80	602.350		602.45		-0.10
		0.0065		0.0070	
40+00	602.480		602.59		-0.11

Top of North Curd Vertical Alignment
 (STA 37+00 to STA 40+00)

Station	Proposed (Pavement & P&L) Top of Curd	Construction Plan Top of Curd
STA 37+00	599.98'	599.94'
STA 37+20	600.20'	600.13'
STA 37+40	600.41'	600.30'
STA 37+60	600.64'	600.47'
STA 37+80	600.87'	600.63'
STA 38+00	601.10'	600.81'
STA 38+20	601.32'	601.05'
STA 38+40	601.48'	601.49'
STA 38+60	601.63'	601.63'
STA 38+80	601.76'	601.77'
STA 39+00	601.90'	601.90'
STA 39+20	602.04'	602.04'
STA 39+40	602.19'	602.09'
STA 39+60	602.31'	602.21'
STA 39+80	602.49'	602.35'
STA 40+00	602.59'	602.48'

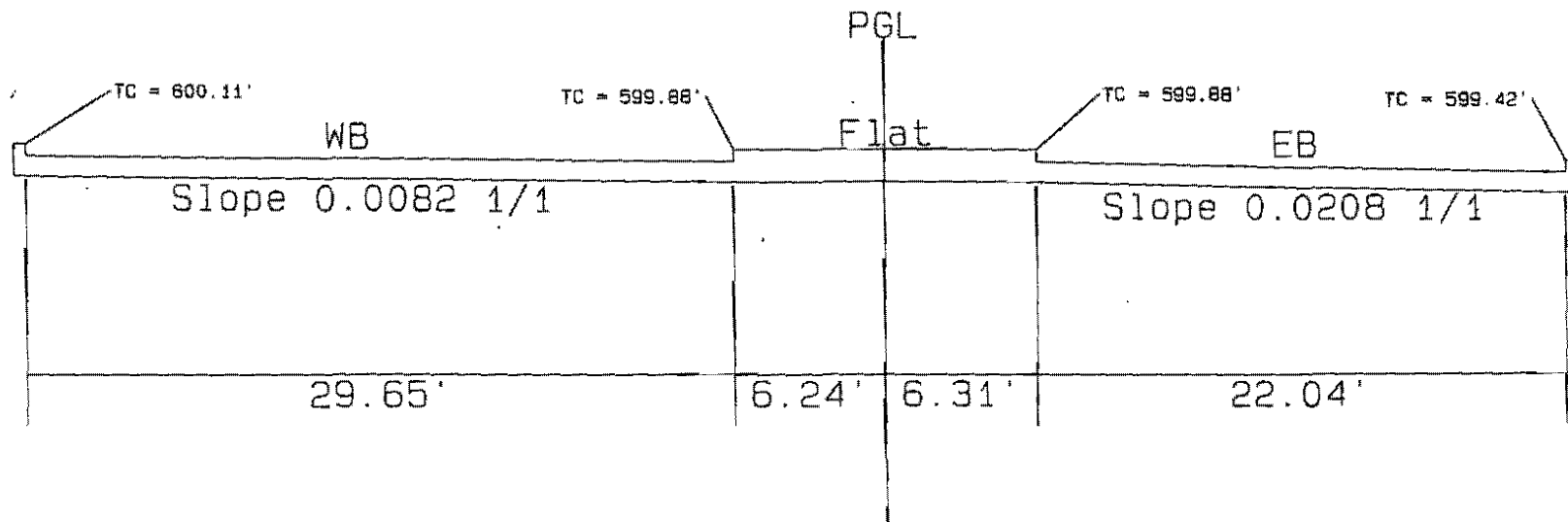
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CONSTRUCTION PLAN INFORMATION



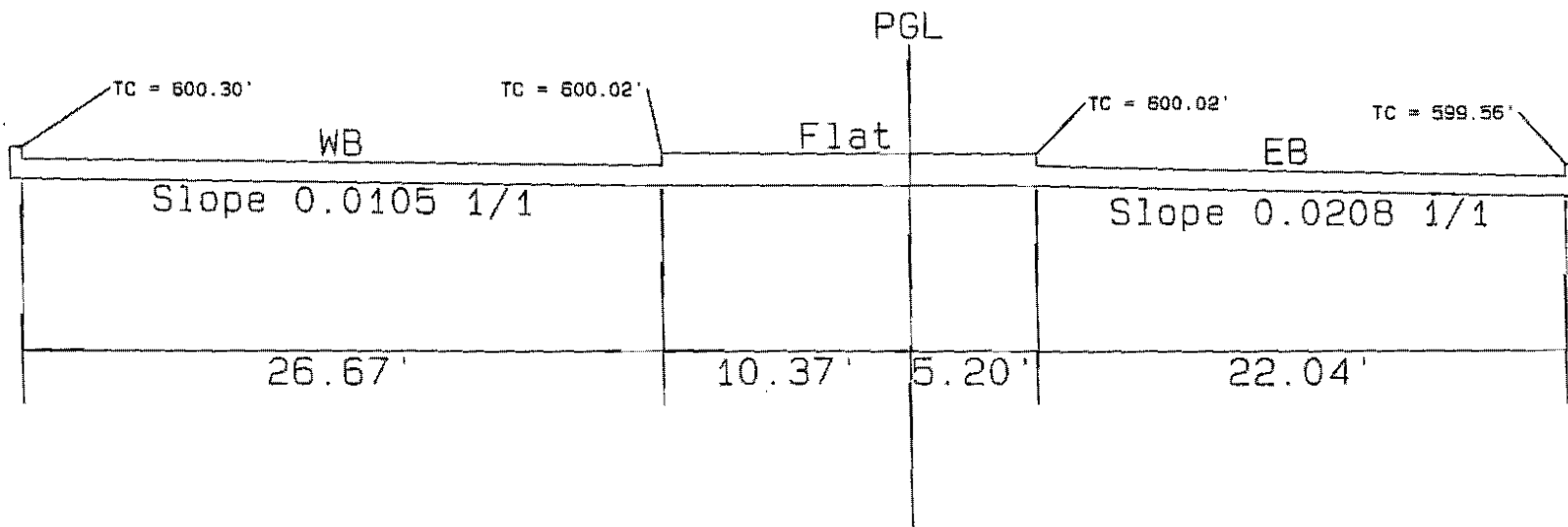
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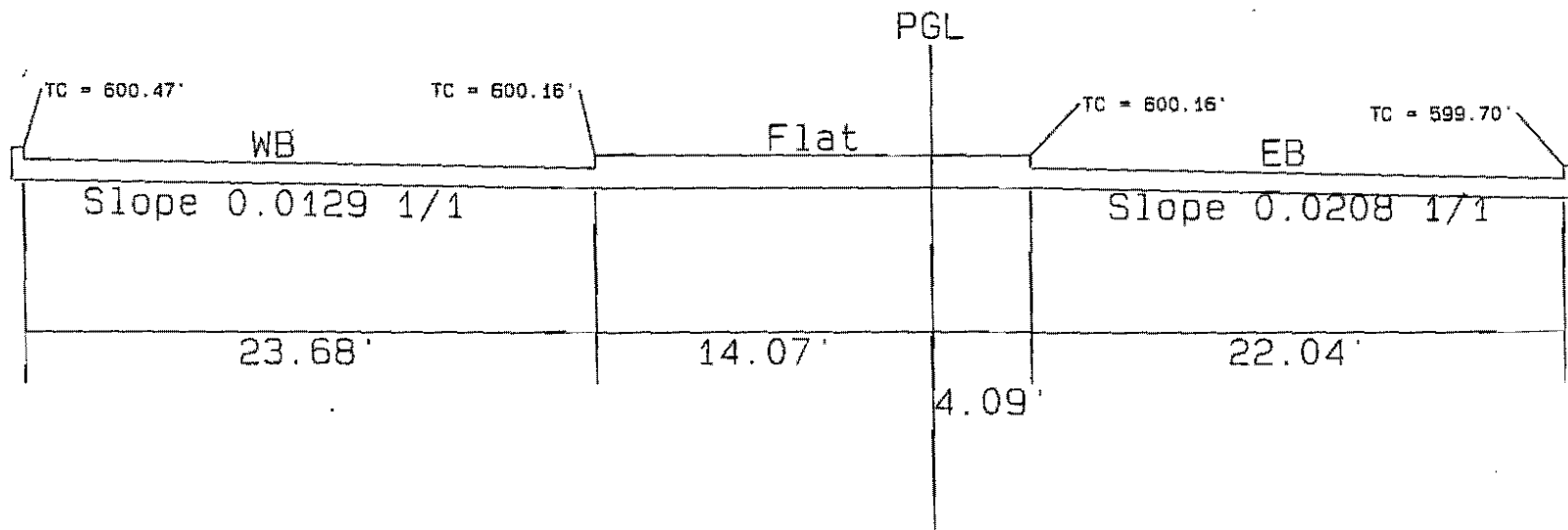
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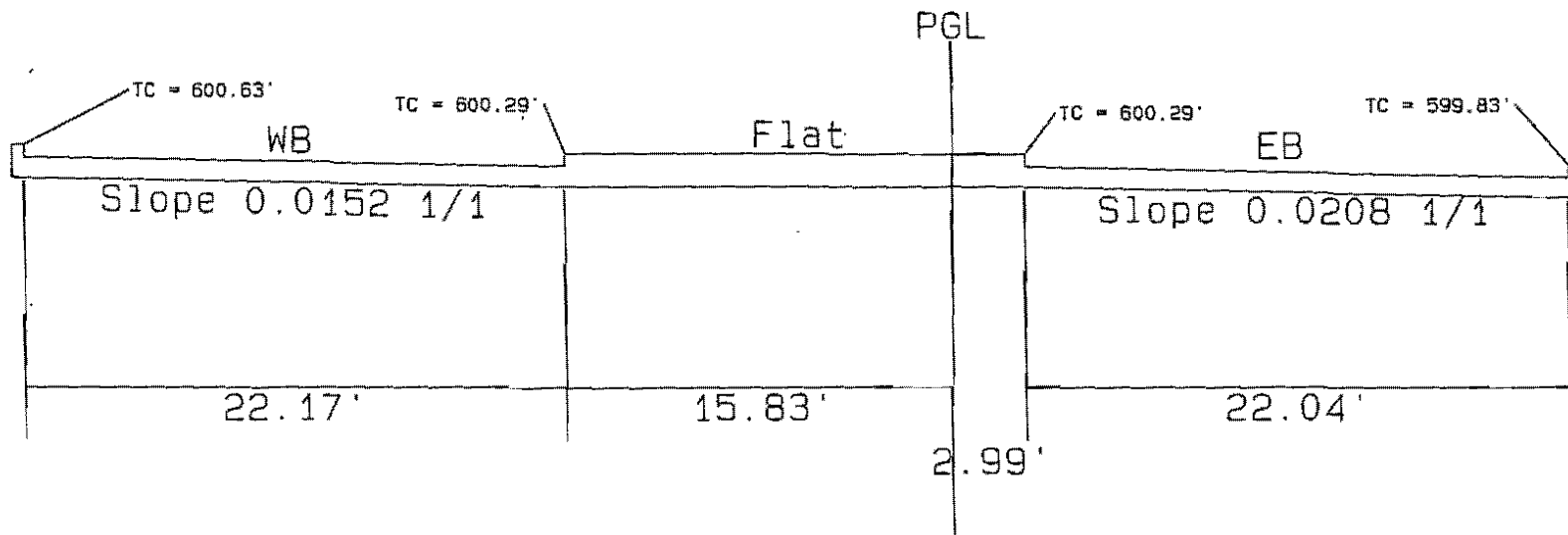
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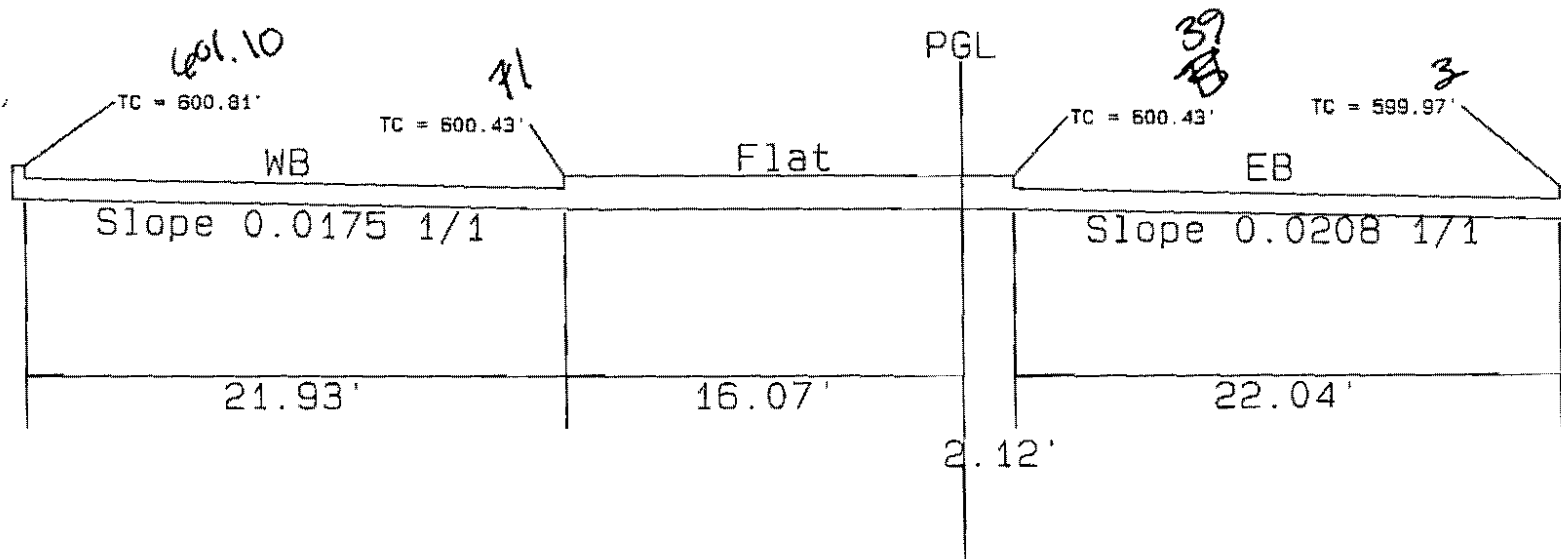
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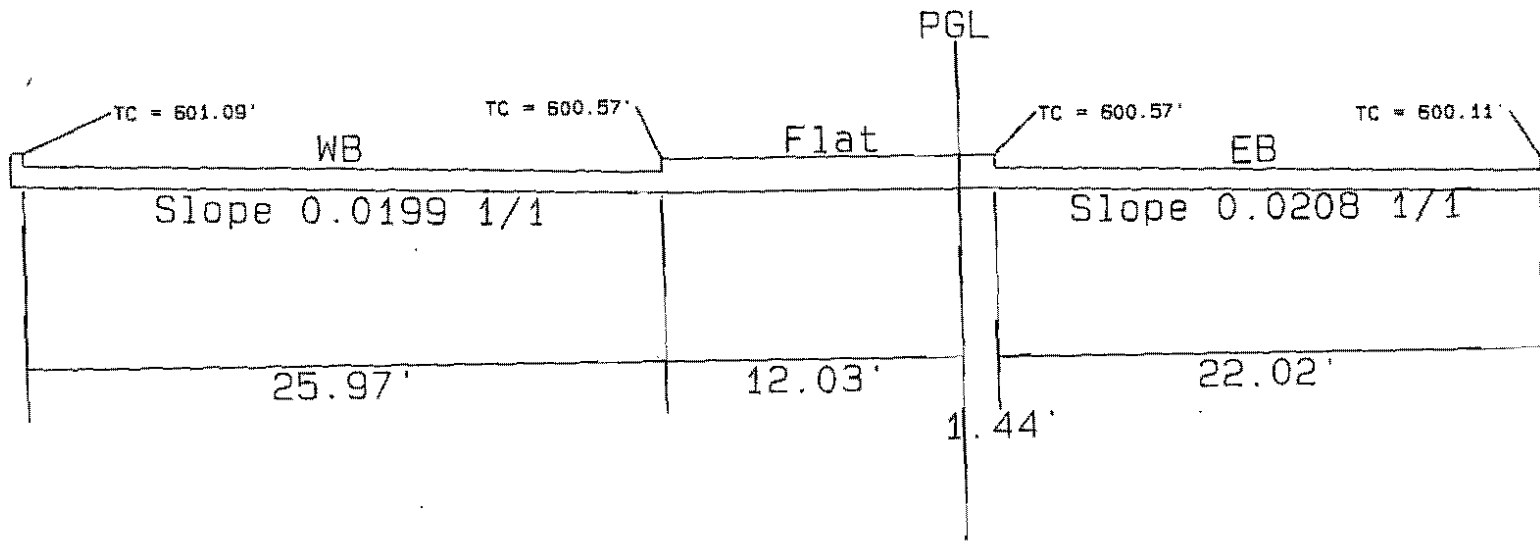
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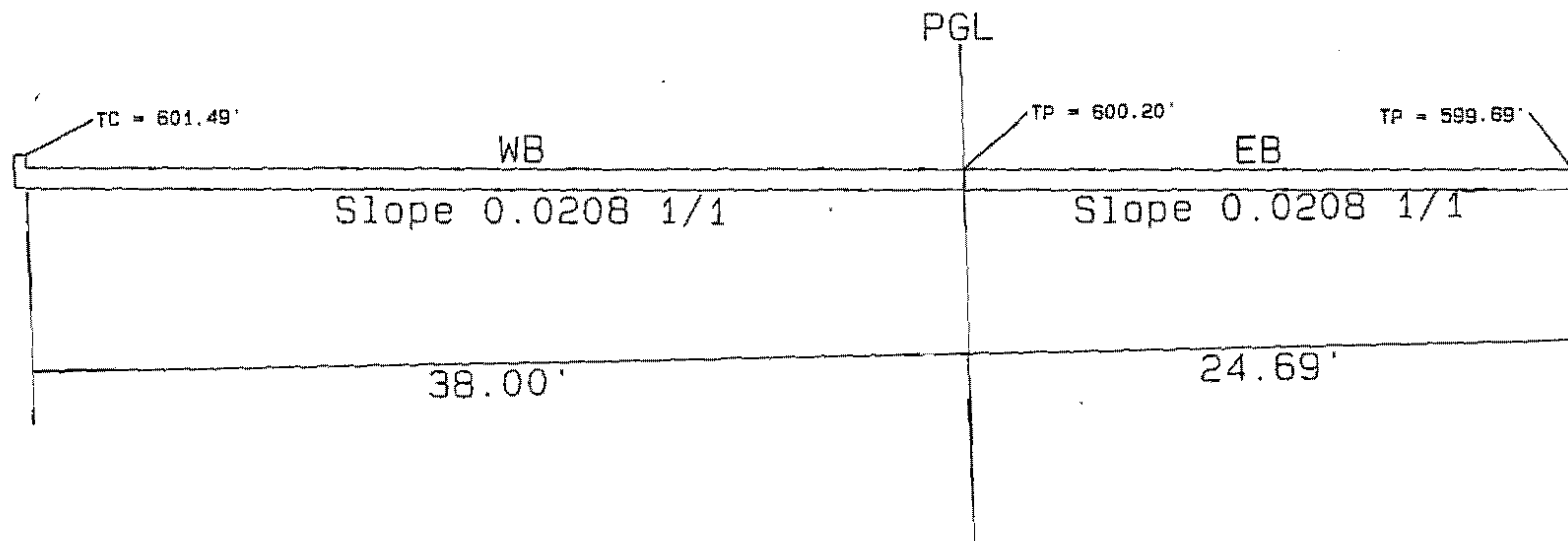
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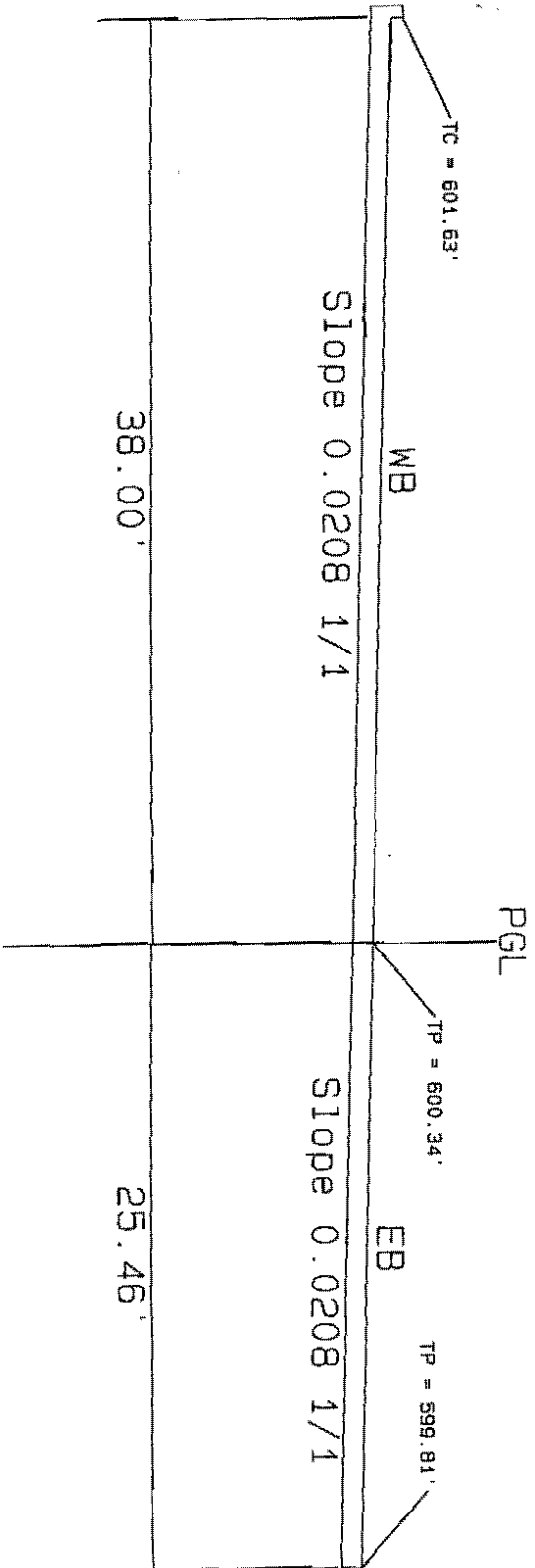


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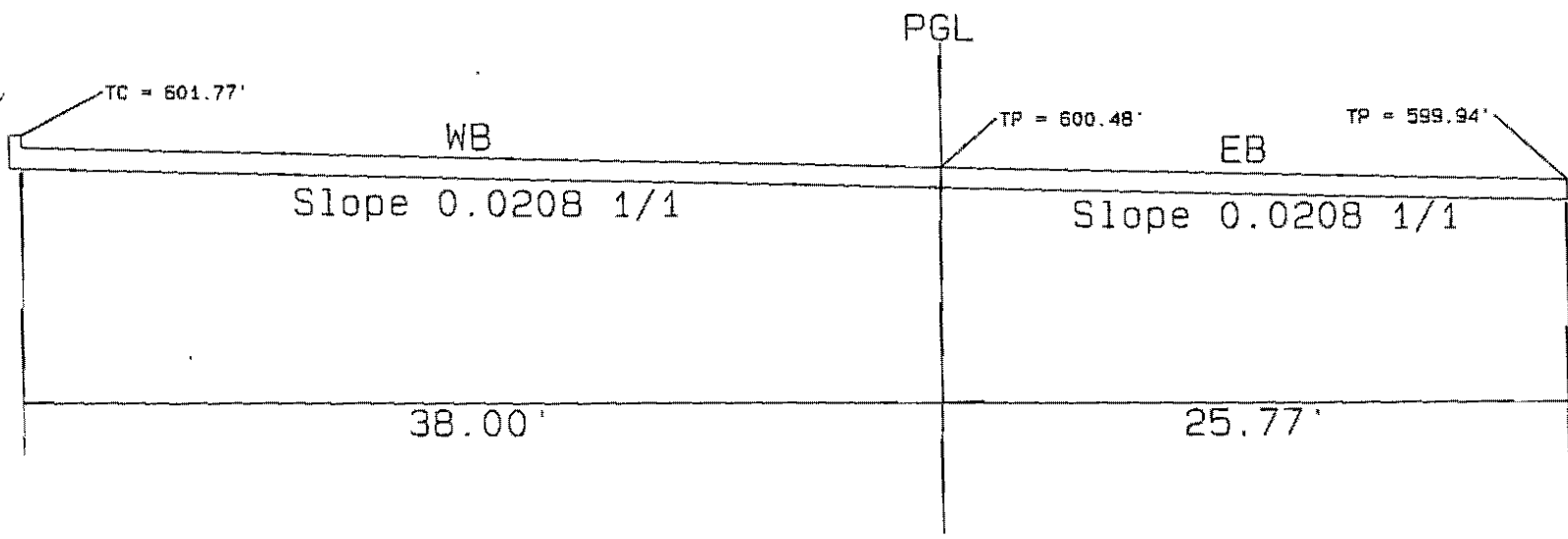


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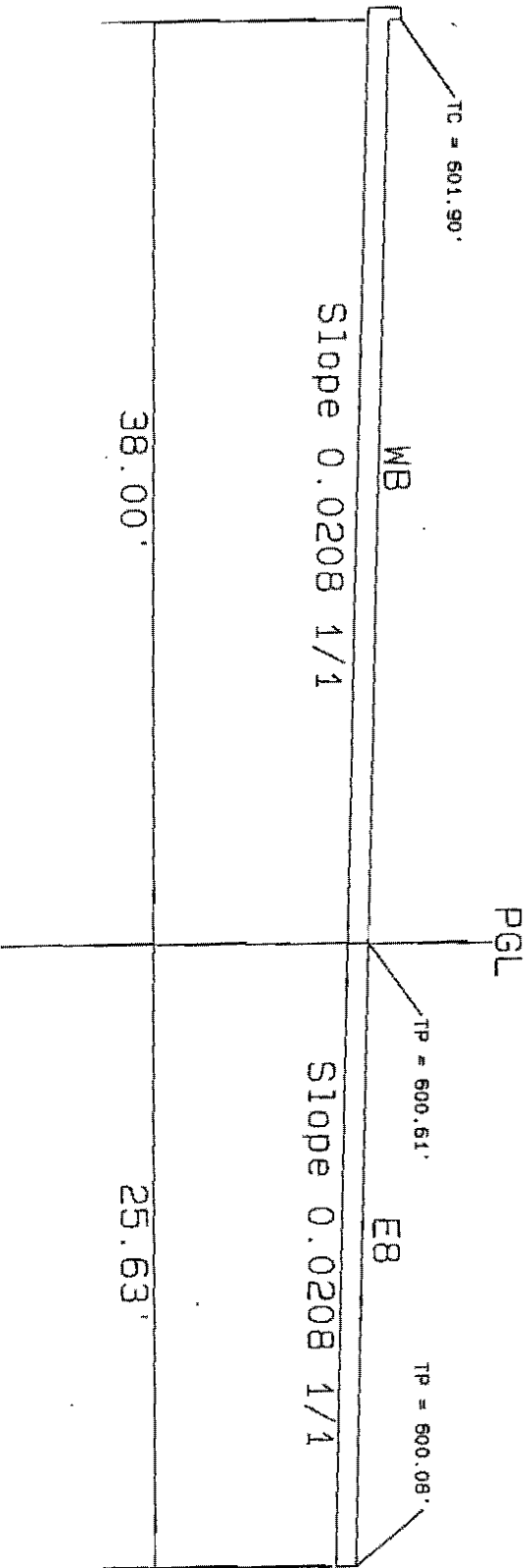


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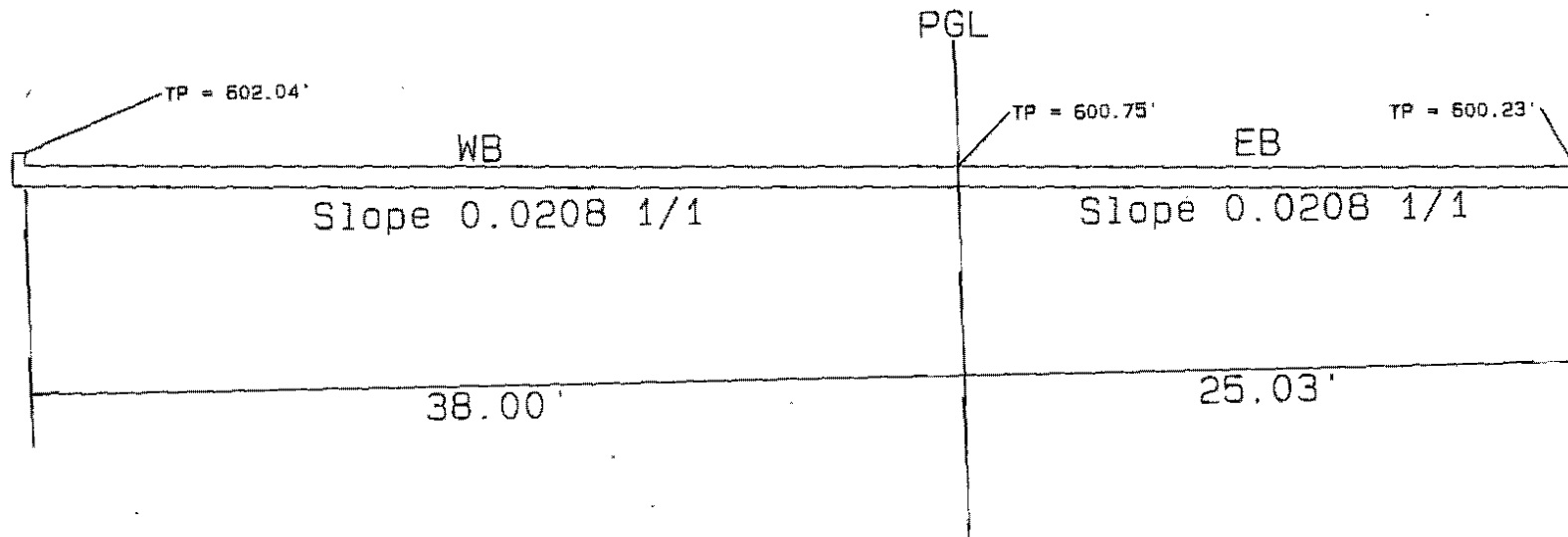


STA 39+00 CONSTRUCTION PLAN INFORMATION



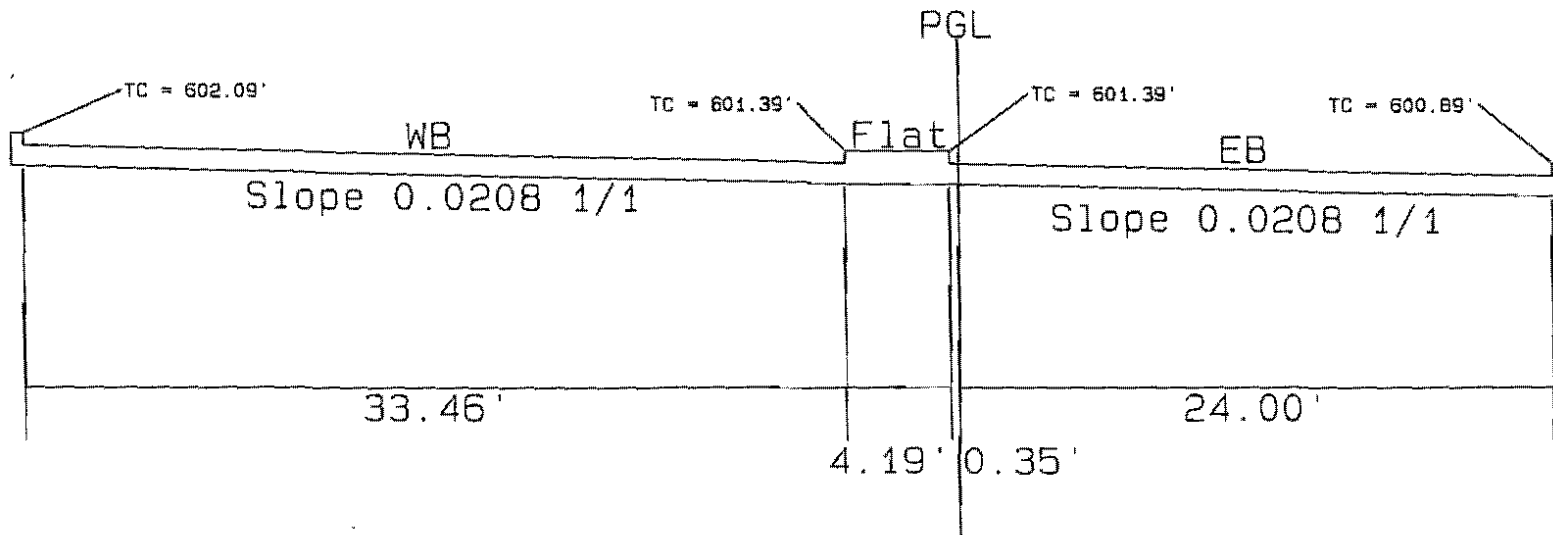
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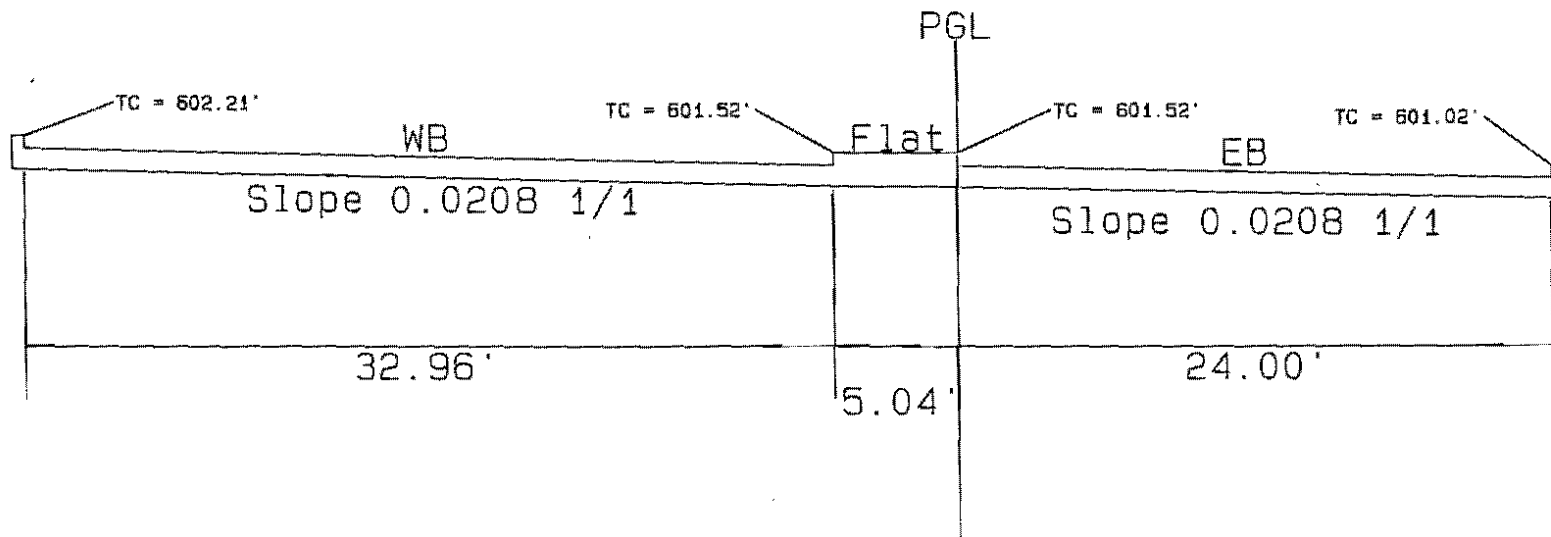
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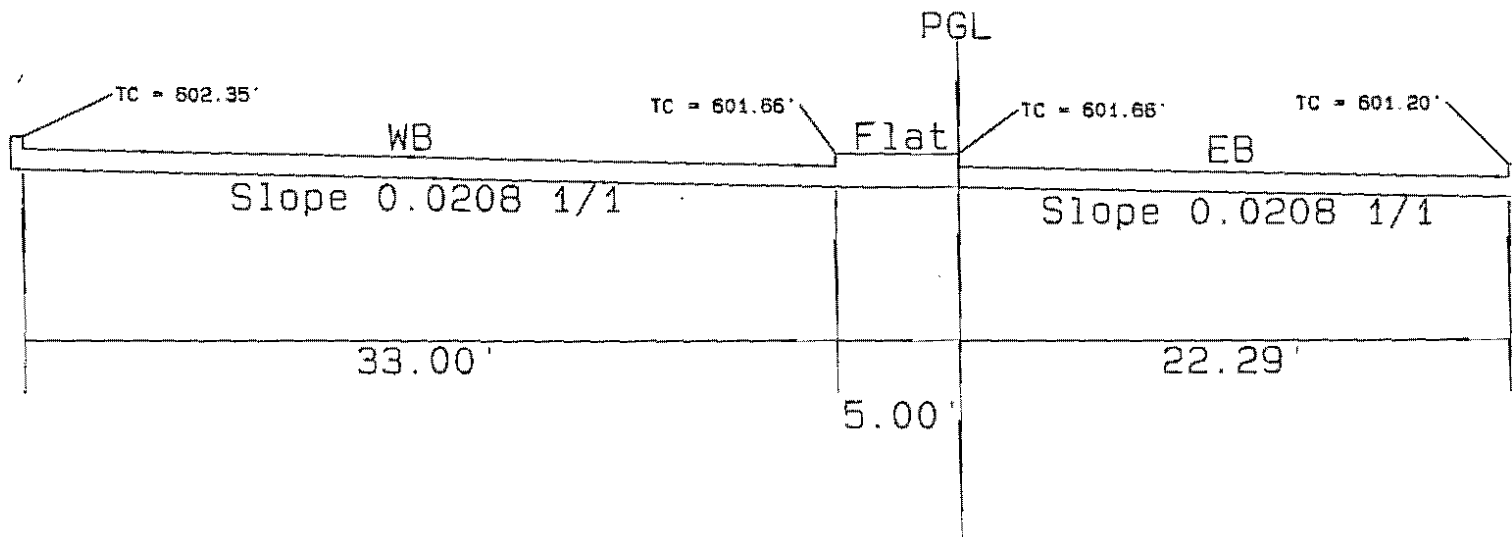
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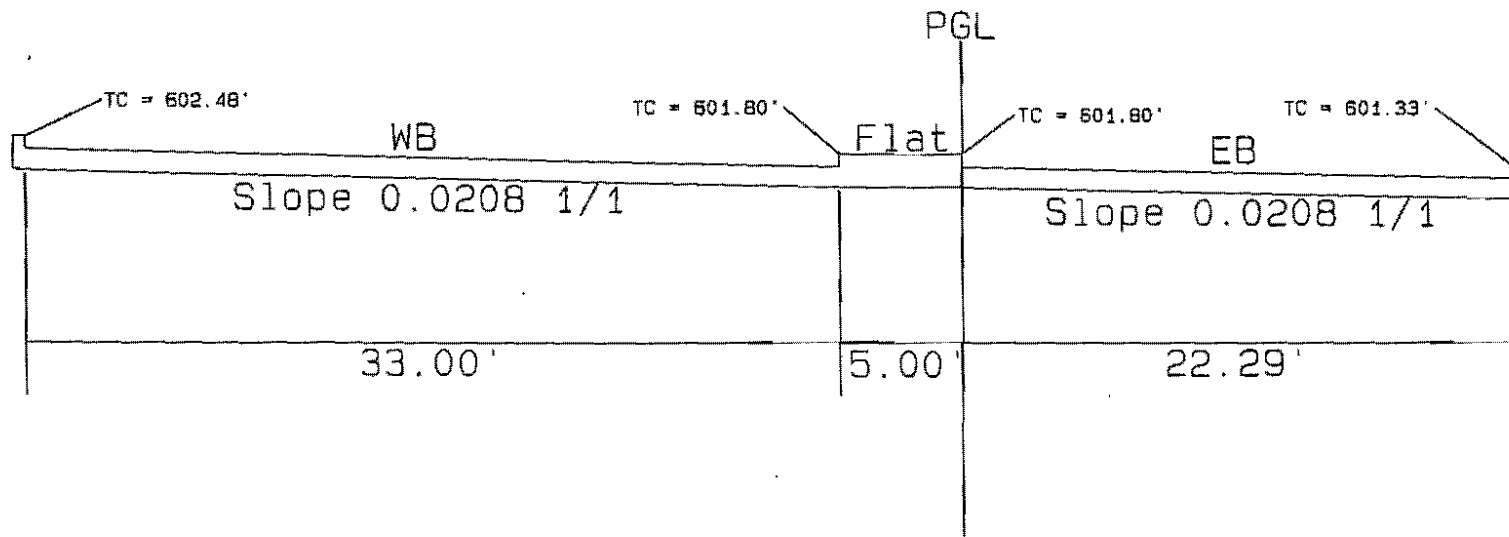
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CONSTRUCTION PLAN INFORMATION



STA 40+00

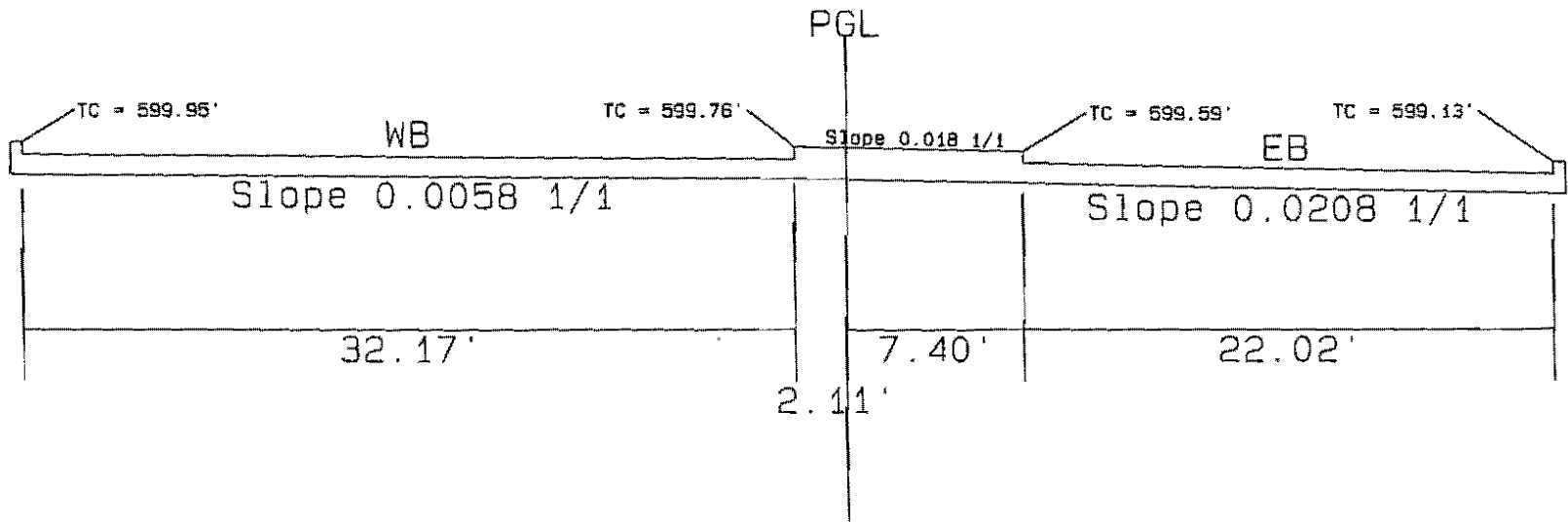
CONSTRUCTION PLAN INFORMATION



12/2/14

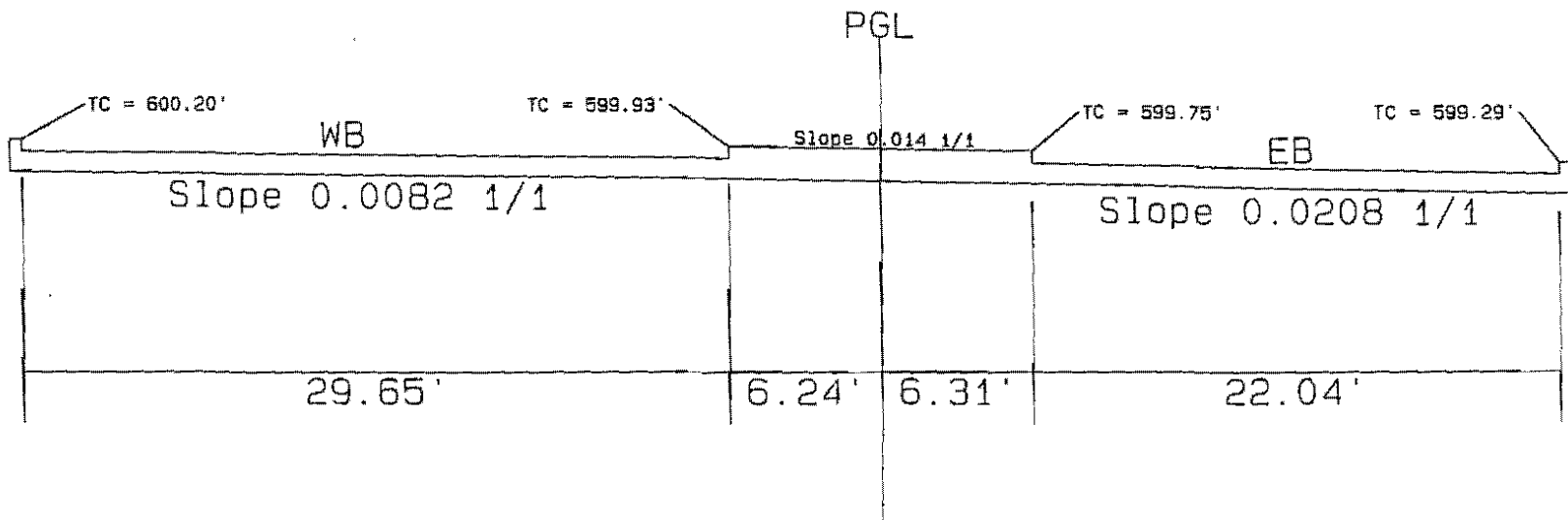
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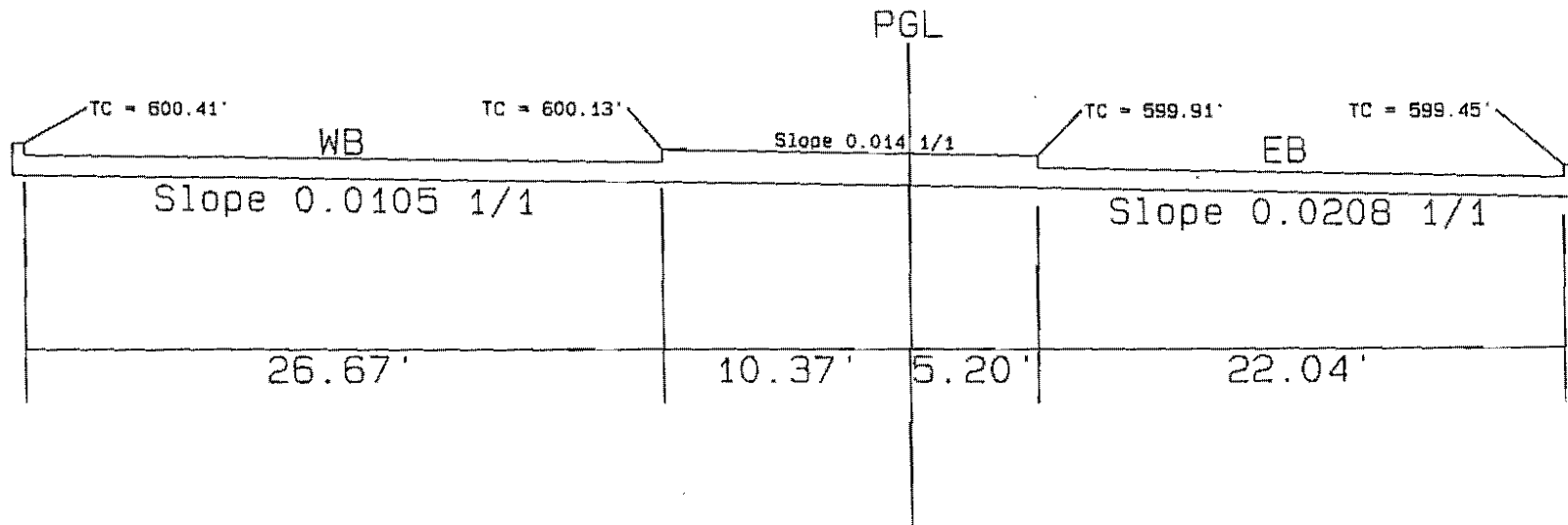
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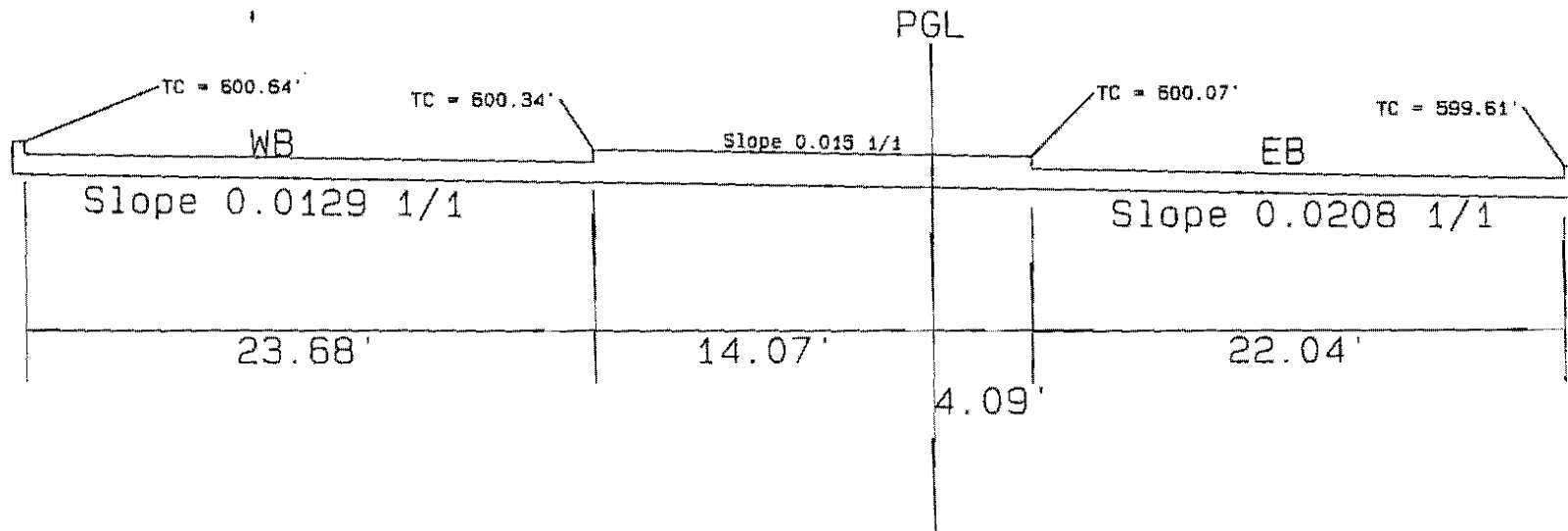
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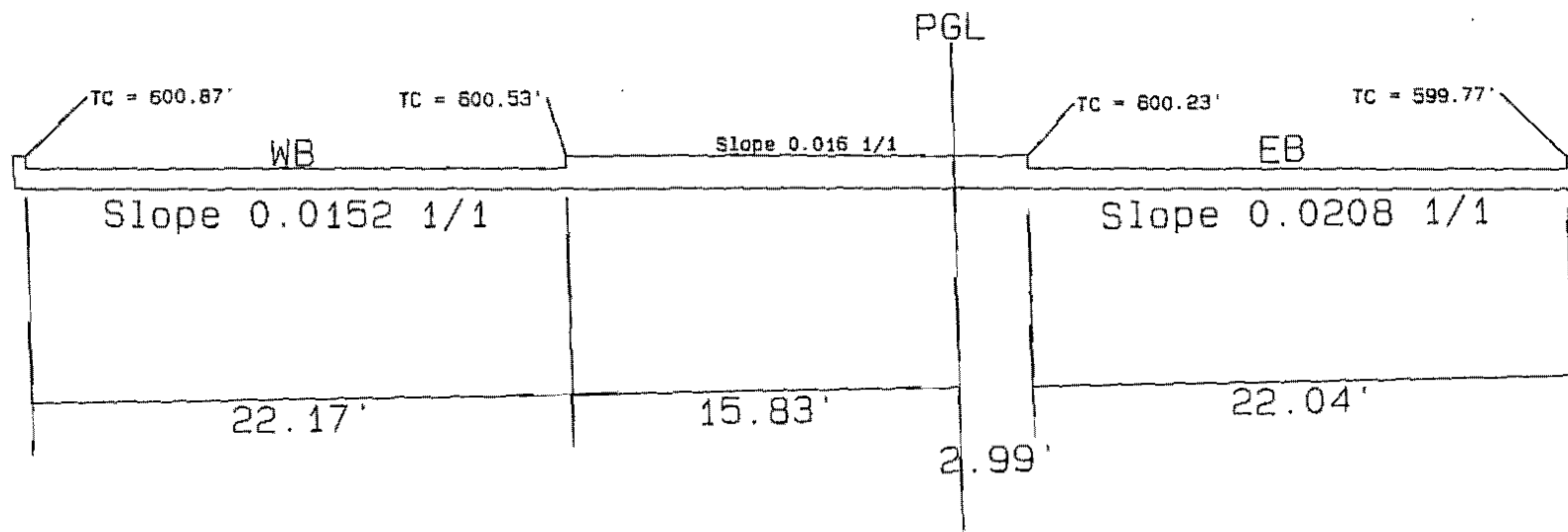
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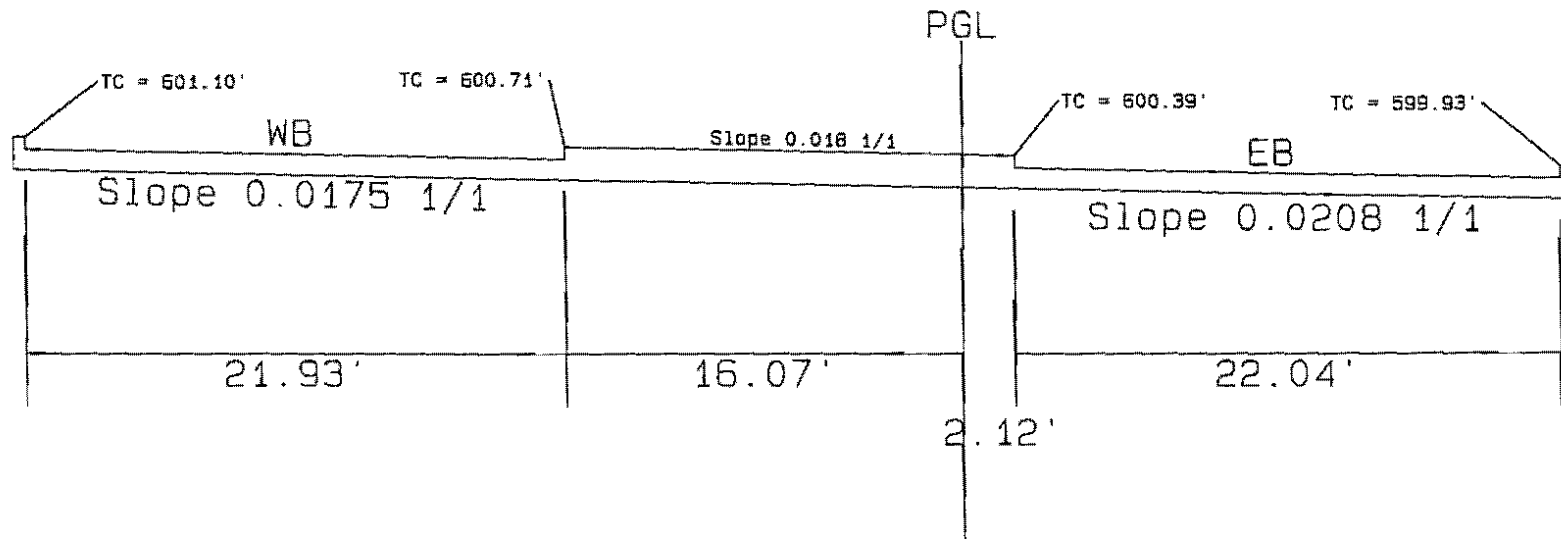
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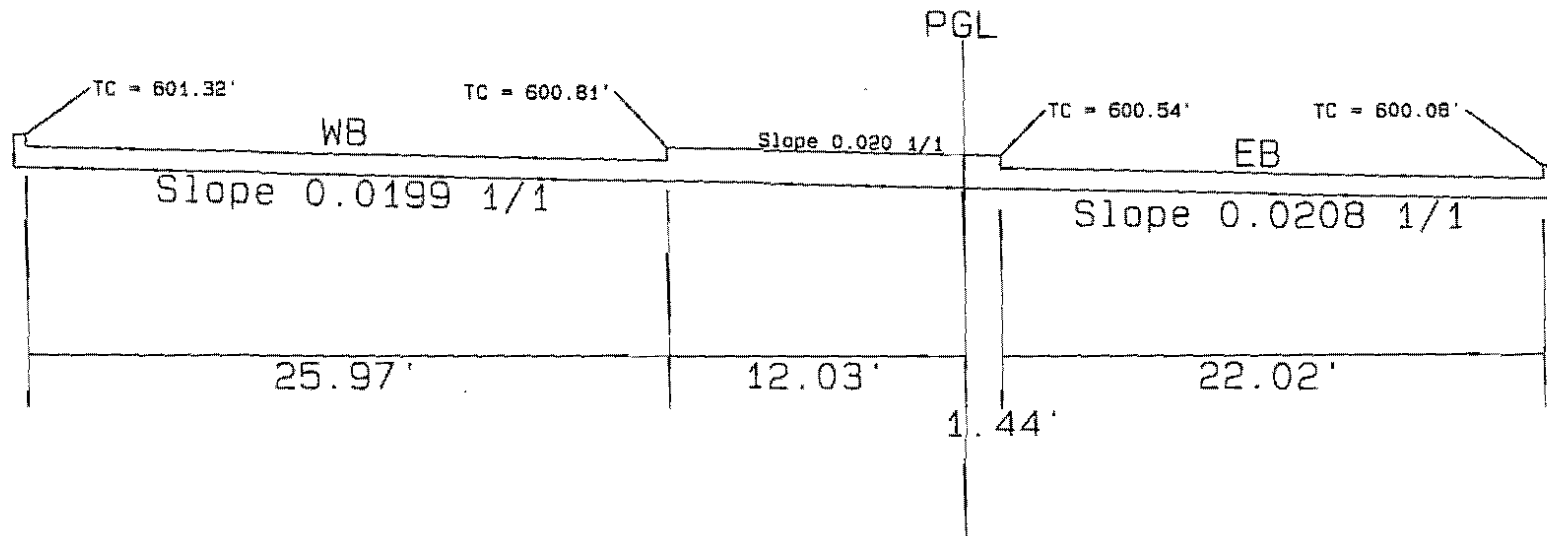
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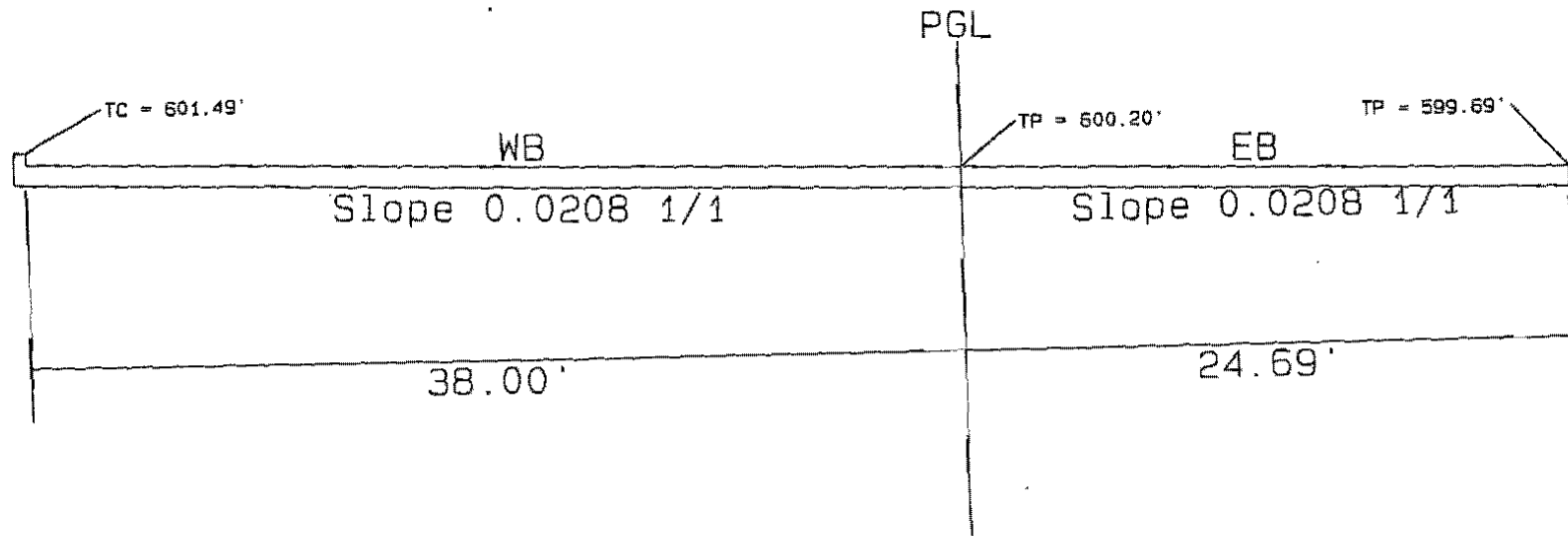
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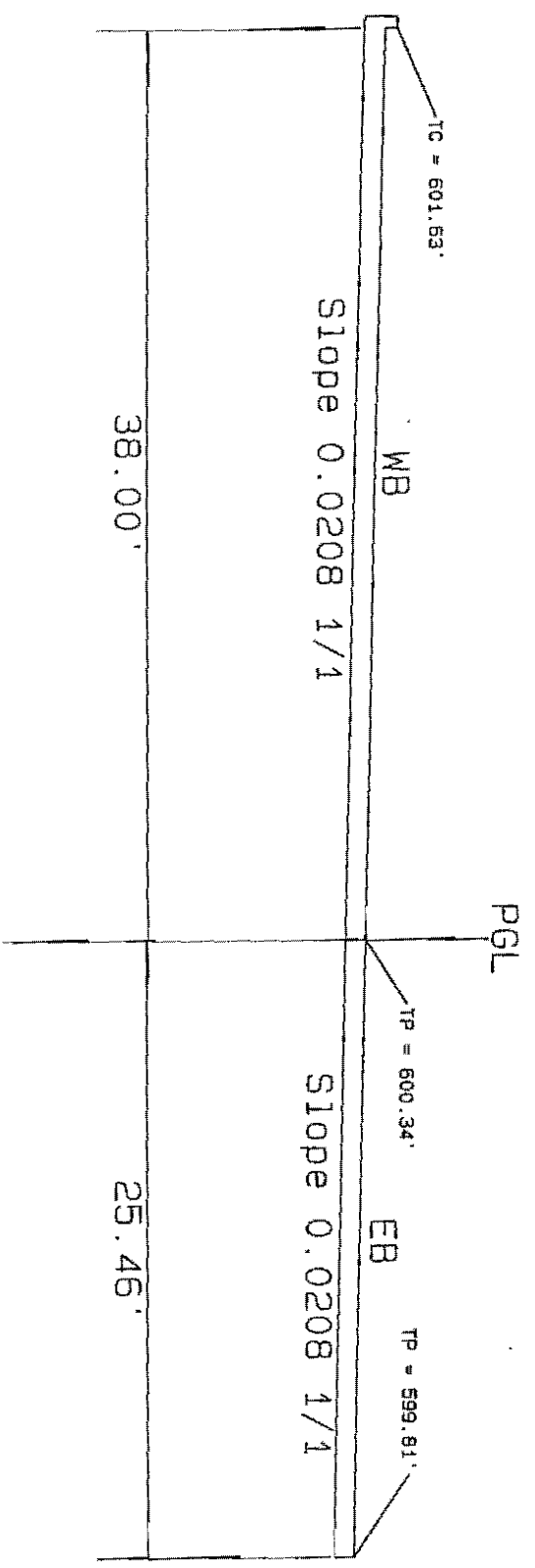


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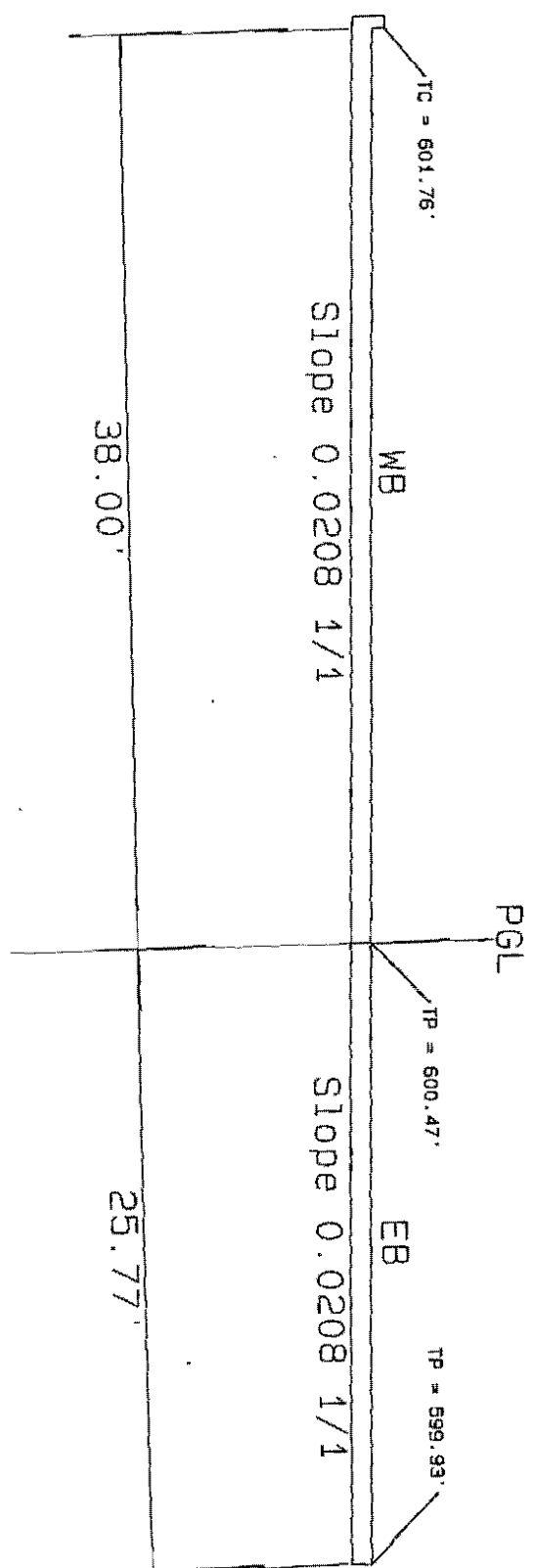
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STA 38+60 AW PROPOSAL (ROTATE @ PGL)

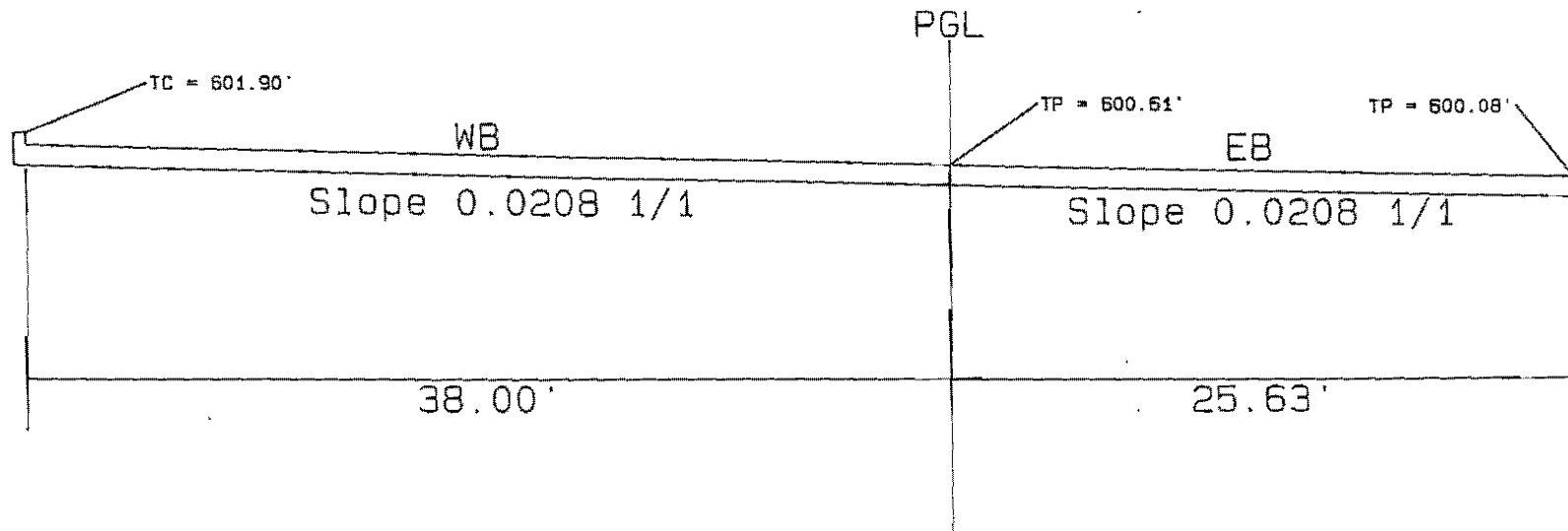


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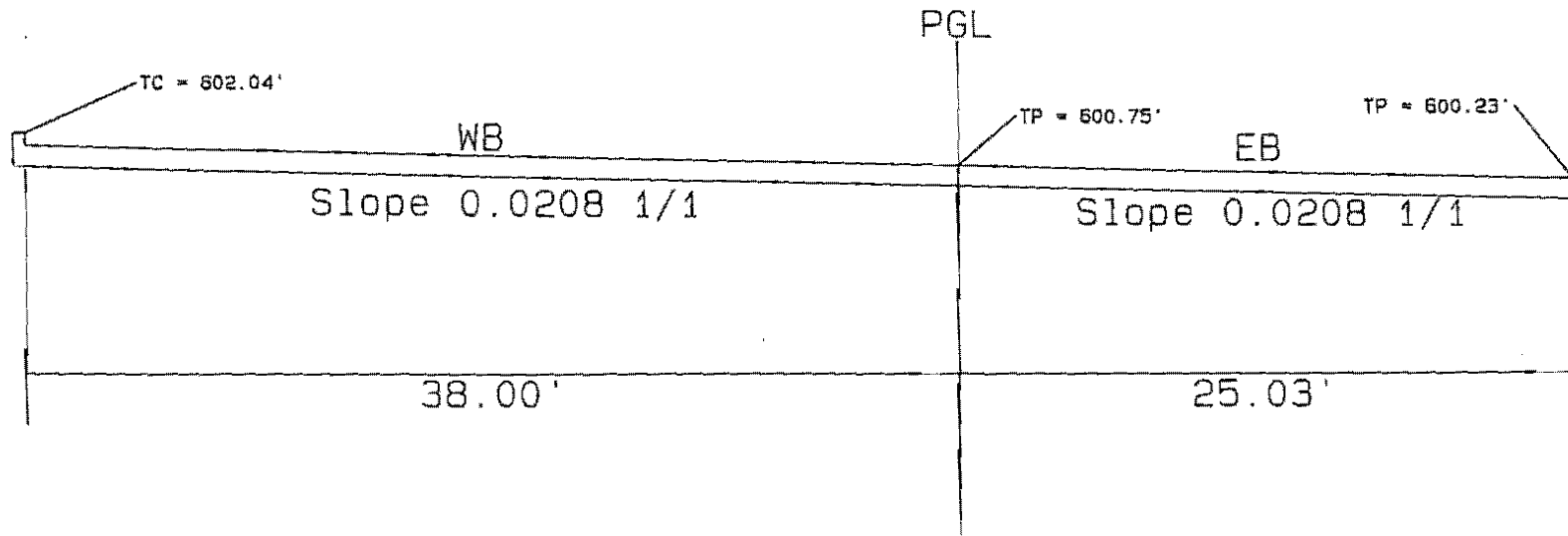
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AW PROPOSAL (ROTATE @ PGL)



STA 39+20

AW PROPOSAL (ROTATE @ PGL)



Street Mason

Kc on Rd

9 909 7384

Stock Mason
\$ for air part

9 709 7384



ARCHITECTS ENGINEERS PLANNERS

15150 Surveyor Blvd
Addison, TX 75002

(Cell) 214-317-8274
(FAX) 972-661-3614
www.hntb.com

September 1, 2004

Town of Addison
P.O. Box 9010
16801 Westgrove Drive
Addison, TX 75001

Attention: Mr. Steve Chutchian

Re: Temporary Security Fence along City of Dallas Reservoir

Dear, Mr. Chutchian

As per our conversation on August 27, 2004 on the referenced subject, I was informed that Mr. David Robinson, DWU representative, had stated to Archer Western Contractors, Ltd. during their surveyor layout work within the existing security fence, that the removal of the existing security fence should not occur until a new temporary security fence is installed of the same construction.

Attached please find a copy of the proposed cost from Archer Western Contractors, Ltd. This cost is based on the installation and removal of a temporary security fence that is equivalent in construction to the existing fence.

As agreed upon, HNTB Corporation will direct the Contractor to install the Temporary Security Fencing up to and not to exceed the lump sum cost of \$8,509.00 to furnish, install and remove the temporary security fence that is equivalent in construction to the existing fence and maintain the integrity of the property security.

Thank you.

Regards,


Guy Van Baulen
HNTB Corporation

Attachments:

Cc: Project File

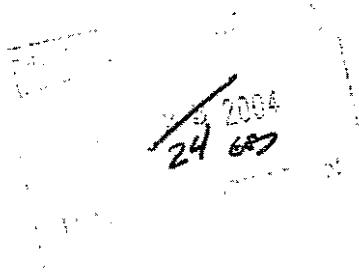
Jerry Holder, HNTB Corporation
Michael Ebeling, HNTB Corporation
Steve Chutchian, Town of Addison

The HNTB Companies

This is good and
what we agreed to
@ the last meeting.
~~was~~ Do you need me to
do something else w/d?
SR



Archer Western
Contractors



August 24, 2004

HNTB
5910 W Plano Parkway
Plano, Texas 75093
Attn: Mr. Guy Van Baulen

RE: Town of Addison
Project No. CM 95 (150)
Fence at DWU Treatment Plant

Dear Guy:

Archer Western Contractors has enclosed change proposal # 1 for your approval. This proposal is for furnishing, installing and removing approximately 450 feet of 6' chain link fence with 3 barb wire strand and concreted posts for securing the property at DWU treatment plant.

If this proposal is acceptable please forward a change order for our signature.

If you require additional information, please contact me at 817-640-3898 or 817-401-7202.

Sincerely,

Ben Withered
Project Manager

Encl: CO #21

Cc: Don Good

Archer Western Contractors, LTD.

Town of Addison

CHANGE PROPOSAL SUMMARY

TO: <u>HNTB</u> <u>5910 W Plano Parkway</u> <u>Plano, TX 75093</u> _____ ATTENTION: <u>Guy Van Baulen</u> _____	DATE: <u>August 24, 2004</u> PROJECT: <u>Town of Addison</u> PROJECT NO.: <u>204059</u> CO NO.: <u>1</u>
--	---

Description: 6' Chain Link Fence
Furnish, install, and remove fence at DWU Treatment Plant

A	TOTAL MATERIAL COST	\$	-
B	TOTAL LABOR COST (Labor & Burden)	\$	-
C	TOTAL EQUIPMENT COST	\$	-
SUBTOTAL			\$0.00

E	SUBCONTRACTOR COST	\$	8,342.10
SUBTOTAL			\$8,342.10

G	TOTAL DIRECT JOB COST		\$8,342.10
H	BOND & INSURANCE AT 2 %		\$166.84

TOTAL CHANGE PROPOSAL COST	\$8,508.94
TIME EXTENSION IN DAYS (FOR THIS CHANGE)	0

Archer Western _____

Date _____

Approval _____

Subcontractor

August 24, 2004

Town of Addison

204059

ITEM OF WORK: 6' Chain Link Fence

SUBCONTRACT	UNIT	EST. QTY.	UNIT PRICE	TOTAL
American Landscape	Lf	450	\$ 16.12	\$ 7,254.00
				\$ -
				\$ -

SUBTOTAL SUBCONTRACTOR COST \$ 7,254.00
 COMPENSATION (SUBTOTAL SUB COST AT 15%) \$ 1,088.10
 TOTAL SUBCONTRACTOR COST \$ 8,342.10

TOTAL COST OF ADDED ITEM
 UNIT PRICE(TOTAL COST DIVIDED BY EST. QTY.) \$ -

Work Description: Furnish, install, & remove 6' chain link fence w/ 3 barb strand at DWU plant

Steve Chutchian

From: JDAVIS4@txued.com
Sent: Tuesday, August 03, 2004 9:59 AM
To: Steve Chutchian; Mike Murphy
Subject: BREAKOUT OF COST FOR TXU ED RELOCATION ON ARAPAHO ROAD PHASE III

Mike and Steve,

The following is a breakout of cost for the TXU ED relocation for Arapaho Road Phase III:

(1) \$ 82,570 WR#1992629 : Relocation of all overhead wires crossing Arapaho Road between Surveyor and Midway to underground, relocation of overhead service to Charter Furniture on west side of Midway to underground, and relocation of one pole just west of Arapaho and Addison Road intersection.

(2) \$329,481 WR#2041434 : Cost to relocate overhead wires on east and west sides of Midway to underground in duct bank. This is cost for TXU ED to perform electrical and all civil construction, including the material for and construction of duct bank, two manholes, conduits, and performance of two bores across Midway. The total civil construction cost is \$205,943. The non-civil or electrical portion of the cost is \$123,538.

(3) \$119,103 WR#2008401: Cost to clear Arapaho Road bridge on east and west sides of Midway by increasing height of overhead wires with taller poles.

Total TXU ED cost is the cost of item #1 and the difference in cost between items #2 and #3. This amount is \$282,948. If you have any questions about these costs, please contact me.

Sincerely,
James Davis
Senior Engineer
TXU Electric Delivery Company

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**Tariff for Retail Delivery Service
TXU Electric Delivery Company**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Page 2 of 23
Revision: Original

6.3.1 Facilities Extension Agreement

Project Number
WR Number: 1992829 and 2041434
Region/District: Farmers Branch

This Agreement is made between Town of Addison, hereinafter called "Customer" and TXU Electric Delivery Company, a Texas corporation, hereinafter called "Company" for the extension of Company Delivery System facilities, as hereinafter described, to the following location: crossing Arapaho Road underground at seven locations between Surveyor and Midway Roads from pole line on south side of railroad tracks; underground approximately 400 feet in dirt bank on east side of Midway where Arapaho Road bridge crosses Midway Road and crossing Midway north and south of the railroad tracks; and from pole line on east side of Addison Road across Addison Road approximately 100 feet west of intersection with Arapaho Road to relocated pole in Arapaho Road right of way.

The Company has received a request for the extension of: (check all that apply)

STANDARD DELIVERY SYSTEM FACILITIES TO NON-RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve Customer's estimated maximum demand requirement of _____ kW ("Contract kW"). The Delivery System facilities installed hereunder will be of the character commonly described as _____ volt, _____ phase, at 60 hertz, with reasonable variation to be allowed.

STANDARD DELIVERY SYSTEM FACILITIES TO RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve:

(Number of lots/units) All-electric residential lot(s)/apartment units, or

(Number of lots/units) Electric and gas residential lot(s)/apartment units.

The Delivery System facilities installed hereunder will be of the character commonly described as _____ volt, _____ phase, at 60 hertz, with reasonable variation to be allowed.

NON-STANDARD DELIVERY SYSTEM FACILITIES

Company shall extend/install the following non-standard facilities:

TXU Electric Delivery removes seven overhead services that cross Arapaho Road from Surveyor to Midway and replaces with underground cable. Company installs pads and sets two new padmounted transformers to serve two of these customers, Bulboughs-Lykos and Absolute Systems, who are converting their point of delivery from overhead to underground. Town of Addison supplies and installs at its expense conduit and spurs for all six services. Town of Addison also performs all electric work past the company's point of ownership at each service location. Company removes overhead lines on east and west sides of Midway where Arapaho Road crosses, replaces with underground cable, and installs the four overhead/underground transitions at existing or relocated pole locations. Town of Addison reserves the option to perform all civil work associated with the relocation of the overhead wires at the above mentioned Midway crossing to underground, including the dirt bank and the two bays across Midway, north and south of the railroad tracks. The transformer pole serving the customers at 15289 Addison Road at the southwest corner of the intersection of Arapaho and Addison Roads will be relocated to clear Arapaho Road and retain its overhead wire attachments until the Addison Road project replaces the overhead wires with underground cable.

ARTICLE I - PAYMENT BY CUSTOMER

At the time of acceptance of this Agreement by Customer, Customer will pay to Company Two hundred and eighty two thousand nine hundred and forty eight Dollars (\$ 282,948) as payment for the Customer's portion of the cost of the

Tariff for Retail Delivery Service TXU Electric Delivery Company

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Page 2 of 23
Revision: Original

extension of Company facilities, in accordance with Company's Facilities Extension Policy, such payment to be and remain the property of the Company.

ARTICLE II - NON-UTILIZATION CLAUSE FOR STANDARD DELIVERY SYSTEM FACILITIES

This Article II applies only to the installation of standard Delivery System facilities.

- a. The amount of Contribution In Aid of Construction ("CIAC") to be paid by Customer under Article I above is calculated based on the estimated data (i.e., Contract kW or number and type of lots/units) supplied by Customer and specified above. Company will conduct a review of the actual load or number and type of lots/units at the designated location to determine the accuracy of the estimated data supplied by Customer. If, within two (2) years after Company completes the extension of Delivery System facilities, the estimated load as measured by actual maximum kW billing demand at said location has not materialized or the estimated number and type of dwelling units/lots at said location have not been substantially completed, Company will re-calculate the CIAC based on actual maximum kW billing demand realized or the number and type of substantially completed dwelling units/lots. For purposes of this Agreement, a dwelling unit/lot shall be deemed substantially completed upon the installation of Company's meter. The installation of a Company meter in connection with Temporary Delivery Service does not constitute substantial completion.
- b. Customer will pay to Company a "non-utilization charge" in an amount equal to the difference between the re-calculated CIAC amount and the amount paid by Customer under Article I, above. Company's Invoice to Customer for such "non-utilization charge" is due and payable within fifteen (15) days after the date of the Invoice.

ARTICLE III - TITLE AND OWNERSHIP

Company at all times shall have title to and complete ownership and control over the Delivery System facilities extended under this Agreement.

ARTICLE IV - GENERAL CONDITIONS

Delivery service is not provided under this Agreement. However, Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with Rate Schedule _____, which may from time to time be amended or succeeded.

This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

ARTICLE V - OTHER SPECIAL CONDITIONS

The (entity name) agrees that the payment indicated in ARTICLE I of this Agreement shall be made within 30 days of the date the project is completed or the date the invoice is received, whichever is later.

ACCEPTED BY COMPANY:



Signature

Senior Engineer
Title

August 3, 2004

Date Signed

ACCEPTED BY CUSTOMER:

Signature

Title

Date Signed

DATE SUBMITTED: August 2, 2004
FOR COUNCIL MEETING: August 19, 2004

Council Agenda Item:

SUMMARY:

This item is for Council authorization for the City Manager to enter into a Contract Agreement with TXU Electric Delivery for the relocation and installation of electrical services in connection with the extension of Arapaho Road, Phase III, from Addison Road to Surveyor Blvd.

FINANCIAL IMPACT:

Budgeted Amount: Not specifically budgeted

Cost: \$282,948.00

Source of Funds: Funds are available from the Arapaho Road Capital Project Fund.

BACKGROUND:

Of the many aspects relating to the Arapaho Road, Phase III construction project, the relocation of electric utilities is a substantial undertaking. In accordance with the attached agreement with TXU Electric Delivery, the Town of Addison's contractor will install conduit for services that will be relocated during construction. TXU Electric Delivery will pull wires through this conduit and perform other relocation of overhead electric facilities within the project site. Money had been allocated to accommodate funding requirements for this portion of the project and it is within the existing budget limits.

RECOMMENDATION:

Staff recommends that the City Manager be authorized to sign this agreement with TXU Electric Delivery in the amount of \$282,948.00.

EXHIBIT B TO REAL ESTATE SALES AGREEMENT

GENERAL WARRANTY DEED

STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF DALLAS §

THAT Union Pacific Railroad Company, a Utah Corporation ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Town of Addison, a Texas Municipal Corporation ("**Grantee**"), whose current address is 5300 Belt Line Road, Dallas, Texas 75254, the receipt and sufficiency whereof are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee, all of that certain real property situated in Dallas County, Texas, more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all buildings, improvements and fixtures located thereon, and all rights, ways, privileges and appurtenances pertaining thereto (collectively, the "**Property**");

SUBJECT, HOWEVER, TO taxes for the year 2001 and subsequent years; and,

SUBJECT, MOREOVER, TO the matters set forth in Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, subject to the aforesaid encumbrances, unto Grantee, Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the aforesaid encumbrances, unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this ____ day of _____, 2001.

GRANTOR:

UNION PACIFIC RAILROAD COMPANY

By: _____

Name: _____

Title: _____

1800 Farnam Street
Omaha, Nebraska 68102

State of Utah §
 §
County of _____ §

Before Me, the undersigned Notary Public, this instrument was acknowledged on this ____ day of _____, 2001 by _____, _____ of Union Pacific Railroad Company, a Utah corporation, on behalf of said corporation.

Notary Public, State of Utah
Printed name:

Commission Expires

Exhibit A
Property Description

Exhibit B

Grantor reserves for Grantor and Grantor's successors the right to a right-of-way for railroad purposes over, on and across the portion of the Property, upon which the Grantor has built its railroad (the "Easement Property") more specifically described in Attachment 1 attached to this Exhibit B and incorporated herein, together with all and singular the rights and appurtenances thereto in any way belonging (collectively the "Easement") to have and to hold the Easement so long as and until Grantor or Grantor's successors cease the use of the Easement Property for railroad purposes for a continuous period of not less than 365 consecutive days.

Improvement and maintenance of the Easement Property and the railroad will be at the sole expense of Grantor. Grantor has the right to eliminate any encroachments into the Easement property. Grantor must maintain the Easement Property in a neat and clean condition. Grantor has the right to construct, install, maintain, replace, and remove the railroad under or across any portion of the Easement Property. All matters concerning the railroad and their configuration, construction, installation, maintenance, replacement, and removal are at Grantor's sole discretion within the Easement Property, subject, however, to applicable laws, rules, or regulations. Grantor has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the railroad, subject to replacement of the fences to their original condition on the completion of the work.

Provided, however, that notwithstanding the foregoing, Grantor:

- (i) shall not interfere with Grantee's use of the Property (including, without limitation, the Easement Property), and
- (ii) acknowledges Grantee's right to cross over and use the Easement Area,

for or in connection with the extension, construction, reconstruction, building, repairing, replacing, widening, maintenance, modification, control, opening, and/or use a public street and right-of-way (together with any and all uses incidental thereto, including, without limitation, the installation, repair, maintenance, and replacement of water lines, sanitary sewer lines, drainage, and other utilities) over, in, upon, under and across that portion of the Property as shown and described in Attachment 2 to this Exhibit B which is attached hereto and incorporated herein.

EXHIBIT C TO REAL ESTATE SALES AGREEMENT

BILL OF SALE

IN CONSIDERATION of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Union Pacific Railroad Company, a Utah corporation ("**Seller**"), the receipt of which is hereby acknowledged, Seller does hereby GRANT, CONVEY AND WARRANT to the Town of Addison, a Texas Municipal Corporation ("**Purchaser**"), all equipment, machinery, furniture, fittings, fixtures, and articles of personal property (collectively, the "**Personal Property**") owned by Seller and situated on or used in connection with those certain premises situated on the real property described in **Exhibit A** attached hereto and incorporated herein (the "**Premises**"), including, without limitation the personal property described in **Exhibit B** attached hereto and incorporated herein by reference;

TO HAVE AND TO HOLD the Personal Property unto Purchaser and Purchaser's successors and assigns, forever; and Seller does hereby bind Seller and Seller's successors to WARRANT AND FOREVER DEFEND the same unto Purchaser and Purchaser's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED to be effective as of the _____ day of _____, 2001.

SELLER:

UNION PACIFIC RAILROAD COMPANY

By: _____

Name: _____

Title: _____

Exhibit B and all such terms and agreements are expressly set forth in the Leases; (vii) there are no prepaid rentals or security deposits under the Leases except as set forth in **Exhibit B**; (viii) there are no rent-free periods or rent concessions under the Leases except as set forth in **Exhibit B**; (ix) there are no amendments to the Leases except as stated in **Exhibit B**; (x) there are no lease commissions due or which will become due under the Leases except as set forth in **Exhibit B**; and (xi) Assignor shall warrant and forever defend the title to the Leases against the lawful claims and demands of all persons whomsoever.

4. Indemnification. Assignor hereby indemnifies and holds harmless Assignee from and against any and all claims, suits, costs and expenses, including reasonable attorneys' fees, arising prior to the date hereof with respect to the Leases and Deposits, or in connection with any security deposits paid to Assignor prior to the date hereof but not delivered to Assignee herewith.

5. Further Assurances. Assignor shall from time to time, upon request by Assignee, provide Assignee with such information and documentation, take such actions, and execute, acknowledge and deliver such documents and instruments as Assignee may reasonably require to better evidence the transfers, assignments, confirmations and assurances covered by this Assignment or intended so to be.

6. Successors and Assigns. The agreements, covenants, warranties and representations herein set forth shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

EXECUTED to be effective as of the ____ day of _____, 2001.

ASSIGNOR:

UNION PACIFIC RAILROAD COMPANY

By: _____

Name: _____

Title: _____

ASSIGNEE:

TOWN OF ADDISON

By: _____

Name: _____

Title: _____

State of Utah §
 §
County of _____ §

Before Me, the undersigned Notary Public, this instrument was acknowledged on this ____ day of _____, 2001 by _____ of Union Pacific Railroad Company, a Utah corporation, on behalf of said corporation.

Notary Public, State of Utah
Printed name:

Commission Expires

State of Texas §
 §
County of Dallas §

Before Me, the undersigned Notary Public, this instrument was acknowledged on this ____ day of _____, 2001 by _____ of Town of Addison, a Texas Municipal corporation, on behalf of said corporation.

Notary Public, State of Texas
Printed name:

Commission Expires

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 2001, by

_____. Notary Public, State of _____.

Notary Public in and for
The State of _____
Notary's Printed Name: _____

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is entered into by and between UNION PACIFIC RAILROAD COMPANY ("Seller") and TOWN OF ADDISON ("Purchaser").

RECITALS:

A. Seller is the owner of raw land being approximately 8.3714 acres generally located west of the Addison Road/Arapaho Road Intersection and near the South End of the Addison Airport runway in the Town of Addison, Dallas County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference; and,

B. Upon and subject to the terms and conditions of this Agreement, Purchaser has offered to purchase, and Seller is willing to sell, said real property, and the improvements thereon owned by Seller and used in connection with the operation and maintenance thereof.

THEREFORE, for and in consideration of the premises and the respective covenants, agreements and obligations hereinafter set forth, Seller and Purchaser do hereby agree as follows:

1.

SALE AND PURCHASE

1.01 Upon and subject to the terms and conditions of this Agreement, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the following:

(a) The real property described and depicted in Exhibit A attached hereto and the improvements thereon, together with all rights, ways, privileges, rights of ingress or egress, or other interests in, on, or to, any land, street, road, open or proposed, in, across, in front of, abutting or joining and appurtenances of Seller pertaining thereto (the "Real Property");

(b) Except for the Easement Property Lease (as defined in Paragraph 1.03 below), the Landlord's interest in and to all leases and rental agreements with tenants of the Real Property ("Tenant Leases"), and all prepaid rentals (to the extent applicable to a period beyond the Closing Date) security and other deposits ("Tenant Deposits") held in connection with the Tenant Leases;

(c) All of Seller's right, title and interest in and to all service contracts and operating agreements relating to the Real Property or the personal property situated on and used in connection with the Real Property ("Personal Property") ("Service Contracts") (save and except such contracts and agreements directly related to the Easement);

(d) All of Seller's right, title and interest in and to all governmental permits, licenses, certificates and approvals in connection with the ownership and operation of the Real Property (save and except such permits, licenses, certificates and approvals directly related to the Easement); and

(e) All of Seller's right, title and interest in and to all warranties of contractors, manufacturers and suppliers affecting the Real Property or Personal Property (save and except such warranties directly related to the Easement).

1.02 Seller reserves for Seller and Seller's successors the right to a right-of-way for railroad purposes over, on and across the portion of the Real Property upon which the Seller has built its

railroad (the "Easement Property"), the location of which is generally shown on Exhibit B attached hereto and incorporated herein and shaded in the color violet, together with all and singular the rights and appurtenances thereto in any way belonging (collectively the "Easement") to have and to hold the Easement so long as and until Seller or Seller's successors cease the use of the Easement Property for railroad purposes for a continuous period of not less than 365 consecutive days.

1.03 Seller represents that the Easement Property is currently leased to [DGNO] pursuant to that agreement dated _____ by and between The St. Louis Southwestern Railway Company and [DGNO] and entitled " " (the "Easement Property Lease"), a Memorandum of which is recorded in Volume , Page , Dallas County real property records. Seller represents that is the successor by merger to The St. Louis Southwestern Railway Company and is the sole landlord under the Easement Property Lease.

2.

PURCHASE PRICE

2.01 The purchase price for the Real Property (the "Purchase Price") is One Million Three Hundred Sixty-seven Thousand One Hundred Fifteen & 45/100 Dollars (\$1,367,115.45), and shall be paid or delivered to Seller by Purchaser at Closing (hereinafter defined), subject to Closing proration and credits as provided in this Agreement, in cash, by cashier's check, or by wire transfer of good funds received on the Closing Date (hereinafter defined) at a depository institution designated by Seller.

3.

TITLE STATUS, SURVEYS AND INSPECTIONS

3.01 Purchaser has obtained a survey of the Real Property, a true and correct copy of attached hereto as Exhibit "A". Within fifteen (15) days after the Effective Date (as defined in Paragraph 7.02 below), Purchaser will, at Seller's expense, obtain a survey of the Easement Property (the "Easement Property Survey") (which Survey shall reflect such matters as determined by Purchaser) and cause a copy of the Easement Property Survey to be delivered to Seller. The description of the Easement Property contained in the Easement Property Survey shall serve as the legal description for the Easement Property.

3.02 Seller shall cause the following matters and items to be delivered to Purchaser within ten (10) days (except as stated otherwise below) after execution hereof by Seller and Purchaser:

(a) Within twenty (20) days after execution hereof by Seller and Purchaser, a current Commitment for Title Insurance from Hexter-Fair Title Insurance Company (the "Title Company"), Attention: Carol Erick, located at 8333 Douglas Avenue, Dallas, Texas 75225, in standard form used in the state of Texas (the "Commitment"), covering the Real Property (and the legal description contained in the Commitment, unless and to the extent modified by the Easement Property Survey described above, shall be deemed incorporated in this Agreement), showing the Purchase Price as the policy amount, in favor of Purchaser, pursuant to which the Title Company agrees, subject to the provisions thereof, to issue an Owner Policy of Title Insurance (the "Owner Policy") to Purchaser, together with copies of all instruments and documents referred to therein as exceptions to title.;

With regard to the standard printed exceptions and other common exceptions generally included in Texas form Commitments for Title Insurance: (i) the exception for restrictive covenants shall be annotated "None of Record", (ii) the exception for area and boundaries shall be annotated to show that upon receipt by the Title Company of a satisfactory survey, the exception will at Closing be limited to

“shortages in area”, (iii) the exception for ad valorem taxes shall reflect only taxes for the current year “not yet due and payable” and subsequent assessments for prior years due to change in land usage or ownership, (iv) there shall be no exception for “visible and apparent easements”, for “public or private roads” or the like, and (v) there shall be no exception for “rights of parties in possession” although there may be an exception for “rights of tenants under unrecorded written leases as tenants only”.

- (b) List of the Personal Property;
- (c) Copies of all Service Contracts;
- (d) Copies of tax bills for the current and prior year relating to the Real Property;
- (e) Copies of any environmental reports, soils reports, as-built plans and specifications, engineering reports, and handicapped access reports relating to the Real Property in Seller’s possession;
- (f) Current rent-roll for the Real Property (but excluding the Easement Property Lease), certified to be true and correct by Seller, listing the name of each tenant by leased space, the current monthly rental for each tenant, the date of lease termination, and the amount of Tenant Deposits held by Seller in regard to each tenant; and
- (g) Except for the Easement Property Lease, copies of all Tenant Leases, correspondence with tenants in the preceding 12 months, and all information concerning operating expense pass-through billings and reconciliations including base year information for each tenant.

3.03 Purchaser shall have a period of time (the “**Inspection Period**”), commencing the day after the Effective Date (as defined in Paragraph 7.02 below) and ending at 5:00 p.m. “**Local Time**” (defined to mean the standard or daylight savings time then in effect in the county in which the Real Property is located) on the thirtieth (30th) calendar day thereafter, to inspect and examine, at the Purchaser’s sole cost and expense, the items and materials delivered to Purchaser set forth in Paragraph 3.02; conduct feasibility, engineering and other tests and studies that Purchaser may desire; and inspect and examine, and make and take away copies of, all licenses, permits and approvals pertaining to the Real Property, all as-built plans and specifications for the Real Property in Seller’s possession, all Tenant Leases and related documentation, all appraisal reports, all soil reports, building reports and other studies and reports in Seller’s possession, all insurance files and employment files pertaining to the Real Property, and all other documents, contracts, books, records and other materials relating to the Real Property in Seller’s possession to determine if the Real Property is suitable for Purchaser’s purposes.

At any time prior to the expiration of the initial Inspection Period, Purchaser may elect to extend the Inspection Period for an additional thirty (30) days by delivering written notice of such election to Seller on or before the expiration of the initial Inspection Period. At any time prior to the expiration of the Inspection Period as extended pursuant to the preceding sentence, Purchaser may elect to extend the Inspection Period a second time for an additional thirty (30) days by delivering written notice of such election to Seller on or before the expiration of the first extension of the Inspection Period as described herein. Upon any extension of the Inspection Period as provided herein, the term “Inspection Period” shall thereafter mean the Inspection Period as extended by this paragraph.

If this Agreement is terminated for any reason, Purchaser shall return all copies of all licenses, permits, leases, contracts, books, records and any other documents in its possession relating to the Real Property to Seller within five (5) days from the termination of this Agreement.

3.04 During the Inspection Period and thereafter until Closing, Seller shall make all portions of the Real Property available to Purchaser during regular business hours to permit the inspections, examinations, tests and studies that Purchaser may deem appropriate.

3.05 If Purchaser delivers to Seller, prior to expiration of the Inspection Period, written notice of objections to the results of the inspections conducted or performed by or on behalf of Purchaser pursuant to this Section 3, Seller will have the option, until 5:00 p.m. Local Time on the tenth (10th) day after expiration of the Inspection Period, to cure such objections to the reasonable satisfaction of Purchaser, but shall have no obligation to do so. If Seller is unwilling or unable to cure such objections within such ten (10) day period, for any reason, Purchaser will have until 5:00 p.m. Local Time on the fifth (5th) day (the "**Determination Date**") after the earlier of (a) receipt of notice from Seller that Seller is unable or unwilling to cure Purchaser's objections, or (b) expiration of such ten (10) day period, to either (y) waive such objections in writing, or (z) terminate this Agreement by written notice to Seller. If Purchaser elects to terminate this Agreement pursuant to (z) foregoing, then neither Purchaser nor Seller shall have any further obligation hereunder. If Purchaser fails to deliver written waiver of objections pursuant to (y) foregoing, and fails to notify Seller that Purchaser has elected to terminate this Agreement pursuant to (z) foregoing, prior to 5:00 p.m. Local Time on the Determination Date, then this Agreement shall be deemed to have terminated and neither Seller nor Purchaser shall have any further obligation hereunder.

3.06 Title matters approved by Purchaser or, if objected to, cured by Seller or waived by Purchaser, will be deemed permitted exceptions ("**Permitted Exceptions**").

3.07 Purchaser will repair, at Purchaser's expense, any portion of the Real Property damaged by Purchaser's inspections to the condition thereof existing immediately prior to Purchaser's inspections.

4. CLOSING

4.01 The date of closing of the transaction contemplated by this Agreement (the "**Closing Date**"), shall be, and the event of closing (the "**Closing**") shall occur, on the thirtieth (30th) day of November, 2001 or such earlier date as Seller and Purchaser mutually agree, in the offices of the Title Company or such other place as Seller and Purchaser mutually agree, at such hour as Seller and Purchaser mutually agree but otherwise at 10:00 a.m. local time where Closing is to occur.

4.02 Seller shall pay the following Closing costs: (i) Seller's attorneys' fees and costs; (ii) the premium for the Owner Policy (but not any amendments thereto, which shall be an expense of Purchaser); (iii) the costs associated with payment in full of existing mortgages and other liens affecting the Real Property; (iv) all costs of documentary stamps or other sales or transfer taxes relating to the conveyance of title to the Real Property to Purchaser; and (v) one-half (½) of escrow charges. Purchaser shall pay the following Closing costs: (i) Purchaser's attorneys' fees and costs; (ii) the costs of Purchaser's inspections of the Real Property; (iii) any amendments to the Owner Policy; (iv) the cost of recording the Deed (hereinafter defined); (v) one-half (½) of escrow charges, and (vi) the cost of the Easement Property Survey as provided in Paragraph 3.01 above. All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same or as otherwise provided herein.

4.03 Ad valorem and personal property taxes, and assessments for special or local improvements, with respect to the Real Property shall be prorated to the Closing Date. If the Closing

Date occurs before the tax rate is established for the year of Closing, apportionment of taxes shall be made on the basis of taxes levied upon the Real Property for the preceding year and the Purchase Price, and any necessary adjustments shall be made in cash between the parties when the tax bills for the year of Closing are received.

4.04 Rents receivable from tenants of the Real Property attributable to the period of time prior to the Closing Date shall be paid to Seller to the extent collected on or before the Closing Date. Except for rents from the Easement Property Lease, rents attributable to the period of time from and after the Closing Date shall be paid to Purchaser. Rents from the Easement Property Lease shall be and remain the property of Seller during the term of this Agreement and after the Closing. To the extent that rents for the month in which Closing takes place are received by Purchaser after Closing, the same shall be prorated (as of the day prior to the Closing Date) upon receipt thereof, and Seller's pro-rata portion thereof shall be promptly remitted to Seller by Purchaser. Purchaser agrees to use usual collection procedures with respect to the collection of any amounts payable by tenants and attributable to the period of time prior to the Closing Date, but Purchaser shall have no liability for the failure to collect any such amounts and shall not be required to conduct lock-outs or take any other legal action to enforce collection of any such amounts owed to Seller by tenants of the Real Property. All sums collected by Purchaser from and after Closing from each tenant shall be applied first to current amounts owed by such tenant to Purchaser and then to prior delinquencies owed by such tenant to Seller.

4.05 Except for income from the Easement Property Lease, all income from the Real Property (other than rents) attributable to the period of time prior to the Closing Date shall belong to Seller. Income from the Easement Property Lease or Seller's use of the Easement Property shall be and remain the property of Seller during the term of this Agreement and after the Closing. All other income from the Real Property attributable to the period of time from and after the Closing Date shall belong to Purchaser. Purchaser shall remit to Seller any income owing to Seller within thirty (30) days after receipt thereof.

4.06 Operating expenses payable by the owner of the Real Property and utility charges for the Real Property which have accrued prior to the Closing Date (and those operating expenses and utility charges in connection with the Easement Property which accrue after the Closing Date) shall be paid by Seller, and, except for operating expenses and utility charges in connection with the Easement Property, all such operating expenses and utility charges attributable to and accruing on the Closing Date and thereafter shall be paid by Purchaser. To the extent any such expenses and charges are not determinable as of the Closing Date, the same shall be paid promptly upon receipt of an invoice therefor by the party obligated for payment thereof. Seller shall transfer to Purchaser all utility deposits, bonds or other security which have been deposited with any utility company providing service to the Real Property, and Seller shall receive a credit therefor at Closing.

4.07 At Closing, Seller shall deliver to Purchaser the following items and documents which, with respect to the latter, shall be duly executed and, where appropriate, acknowledged, together with any and all items or instruments necessary or appropriate thereto:

- (a) General Warranty Deed in the form of **Exhibit B** hereto ("**Deed**"), conveying title to the Real Property to Purchaser subject only to the Easement and the Permitted Exceptions;
- (b) Bill of Sale in the form of **Exhibit C** hereto with attached list of the Personal Property;
- (c) Assignment of Tenant Leases in the form of **Exhibit D** hereto ("**Assignment of Tenant Leases**");

- (d) Non-foreign affidavit in the form of Exhibit F attached hereto;
- (e) Tenant Estoppel Certificates (hereinafter defined) and Seller's Estoppel Certificates (hereinafter defined), if any, as provided in Paragraph 9.03 hereof;
- (f) Cash, or a credit against the Purchase Price, in the amount of all Tenant Deposits;
- (g) Rent-roll for the Real Property, dated as of the close of business on the day prior to the Closing Date, containing the information shown in the rent-roll delivered to Purchaser pursuant to Paragraph 3.02 hereof, certified to be true and correct by Seller;
- (h) Owner Policy, insuring title to the Real Property in Purchaser, subject only to the Permitted Exceptions;
- (i) Original, executed Tenant Leases (to be delivered to Purchaser at the Real Property premises);
- (j) Affidavits required by the Title Company to issue the Owner Policy;
- (k) Evidence acceptable to the Title Company as to the authority of the person or persons acting for Seller to the transactions contemplated by this Agreement and the execution and delivery of closing documents to be delivered by Seller at Closing; and,
- (l) Keys and combinations to locks and other security devices located on the Real Property (to be delivered to Purchaser at the Real Property premises).

4.08 At Closing, Purchaser shall deliver to Seller the following items and documents, which, with respect to the latter shall be duly executed and, where appropriate, acknowledged, together with any and all documents or instruments necessary or appropriate thereto:

- (a) The Purchase Price (subject to Closing adjustments as provided in this Agreement), in cash, by cashier's check, or by wire transfer of good funds to Seller's designated depository bank; and
- (b) Evidence acceptable to the Title Company as to the authority of the person or persons acting for Purchaser to the transactions contemplated by this Agreement and the execution and delivery of closing documents to be delivered by Purchaser to Seller at Closing.

4.09 Possession of the Real Property shall be delivered to Purchaser at Closing, subject only to the rights of tenants in possession under the Tenant Leases and the Permitted Exceptions.

5.

OPERATION PRIOR TO CLOSING, CASUALTY AND CONDEMNATION

5.01 Seller shall maintain, repair, manage and operate the Real Property from and after the Effective Date (as defined in Paragraph 7.02) and until Closing in the same manner as Seller has, in the ordinary course of business in the past, maintained, repaired, managed and operated the Real Property. From and after the Effective Date and until the earlier of the Closing or termination of this Agreement, Seller shall not enter into any additional leases or any renewals or expansions of existing leases (except for the Easement Property Lease) without the prior written consent of Purchaser. In connection with brokerage commission and tenant improvements expenses associated with any such additional lease, or renewal or expansion of any existing lease, such expenses shall be prorated over the

term of such agreement and Seller shall receive a credit for such expenses allocable to the period from and after Closing.

5.02 In the event of damage to or destruction of all or any part of the Real Property ("**Casualty Damage**") prior to the Closing Date:

(a) Seller shall promptly notify Purchaser of such Casualty Damage and Closing shall be extended on a day-by-day basis for a period of up to thirty (30) days following the date of such Casualty Damage, during which time Seller shall use all reasonable efforts to determine the cost of repairing such Casualty Damage and provide Purchaser with (i) an independent estimate of the cost of repair of such Casualty Damage (the "**Cost Estimate**") made by a reputable general contractor in the area of the Real Property who regularly performs the type of repair work required and is reasonably acceptable to Purchaser, and (ii) evidence of the availability of insurance proceeds ("**Insurance Information**") which (combined with any deductible amount payable by Seller) will be sufficient to cover the cost of such Casualty Damage. If, for any reason whatsoever, Seller does not deliver the Cost Estimate and the Insurance Information to Purchaser within such thirty (30) day period, and if Purchaser does not waive such requirement, then, without notice to, or further consent by, either Seller or Purchaser, this Agreement shall automatically terminate unless the Closing Date shall be further extended by the mutual written agreement of Seller and Purchaser; and, upon any such termination, and neither Seller nor Purchaser shall have any further obligation under this Agreement.

(b) If Seller provides the Cost Estimate and the Insurance Information to Purchaser within such thirty (30) day period, and the Cost Estimate is not greater than TEN THOUSAND AND NO/100 Dollars (\$10,000.00), Seller shall assign all of Seller's rights to the available insurance proceeds to Purchaser at Closing and pay to Purchaser at Closing any applicable deductible amount in respect of such insurance (as well as any insurance proceeds received by Seller in respect of such Casualty Damage) and Closing shall occur on the Closing Date, extended as provided above in Paragraph 6.02(a). If the available insurance proceeds plus such deductible amount will not, in the reasonable opinion of Purchaser be adequate to repair such Casualty Damage to the condition existing immediately prior to the occurrence of such Casualty Damage, then Purchaser may refuse such assignment of insurance proceeds and such funds and terminate this Agreement upon written notice to Seller given on or before Closing, in which event neither Seller nor Purchaser shall have any further obligation under this Agreement.

(c) If Seller provides the Cost Estimate and the Insurance Information to Purchaser within such thirty (30) day period, and the Cost Estimate is equal to or greater than TEN THOUSAND AND NO/100 Dollars (\$10,000.00), Purchaser shall have the election, exercisable within ten (10) days following delivery of the Cost Estimate and the Insurance Information to Purchaser, to terminate this Agreement by written notice to Seller, whereupon neither Seller nor Purchaser shall have any further obligation under this Agreement. If Purchaser does not elect to so terminate this Agreement, Seller and Purchaser shall promptly proceed to Closing and the purchase and sale of the Real Property shall be consummated as provided in this Agreement, in which event Seller shall assign to Purchaser Seller's rights to the insurance proceeds payable in respect of the Casualty Damage and pay to Purchaser the amount of the applicable deductible in respect of such insurance, and deliver to Purchaser any insurance proceeds received by Seller in respect of such Casualty Damage.

5.03 In the event of condemnation or sale in lieu of condemnation of all or any portion of the Real Property prior to the Closing, either Seller or Purchaser shall have the option, to be exercised within ten (10) days after receipt of notice of such condemnation or sale, of terminating this Agreement or electing to have this Agreement remain in full force and effect. In the event both parties elect not to terminate the obligations under this Agreement, Seller shall assign to Purchaser any and all claims for

the proceeds of such condemnation or sale to the extent the same are applicable to the Real Property, and Purchaser shall take title to the Real Property with the assignment of such proceeds and subject to such condemnation and without reduction of the Purchase Price. Should either party elect to terminate its obligations under this Agreement under the provisions of this Paragraph 6.03, neither Seller nor Purchaser shall have any further obligation under this Agreement.

6.

DEFAULT

6.01 If Purchaser fails to purchase the Real Property in accordance with the terms and conditions of this Agreement, or otherwise defaults in the performance of Purchaser's obligations pursuant to this Agreement, for any reason whatsoever, other than Seller's default or as otherwise permitted by this Agreement, Seller, as Seller's sole and exclusive remedy, may terminate this Agreement, and neither Purchaser nor Seller shall have any further obligation under this Agreement.

6.02 If any representation or warranty of Seller set forth in this Agreement shall prove to be untrue or incorrect in any material respect, or Seller fails to convey the Real Property in accordance with the terms and conditions of this Agreement, or otherwise defaults in the performance of Seller's obligations pursuant to this Agreement, for any reason whatsoever, other than Purchaser's default or as otherwise permitted by this Agreement, Purchaser, as Purchaser's sole and exclusive remedy, may select and pursue any one of the following remedies: (i) seek specific performance of Seller's obligations under this Agreement; (ii) terminate this Agreement and neither Seller nor Purchaser shall have any further obligation under this Agreement; or (iii) purchase the Real Property notwithstanding such default pursuant to the terms of this Agreement, in which event such default by Seller shall be deemed waived by Purchaser without further claim against Seller.

7.

EXECUTION OF AGREEMENT AND EFFECTIVE DATE

7.01 This Agreement (or counterparts hereof) must be executed by Seller and Purchaser and delivered to the Title Company no later than 5:00 p.m. Local Time on or before the third (3rd) day following the date this Agreement is executed by the first of Seller or Purchaser to execute this Agreement, or this Agreement shall, without notice to or further consent by either Seller or Purchaser, be null, void and of no further force or effect whatsoever. Immediately upon receipt by the Title Company of this Agreement (or a counterpart hereof) executed by Purchaser and Seller, the Title Company shall execute and deliver a copy of such fully executed Agreement (with counterpart execution pages) to Seller and Purchaser at their respective addresses for notice in this Agreement.

7.02 The effective date of this Agreement shall be the date on which the Title Company acknowledges receipt of a fully executed copy (or executed counterparts) of this Agreement by its execution of the form of "Acceptance By Title Company" attached hereto (the "**Effective Date**").

8.

**REPRESENTATIONS, WARRANTIES,
AND COVENANTS OF SELLER**

8.01 Seller represents and warrants, such representations and warranties to survive Closing, and covenants to Purchaser as follows:

(a) Seller is the sole owner of the Real Property and has the full right, power and authority to execute this Agreement and carry out the terms and obligations set forth in this Agreement, and all requisite action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations hereunder has been taken.

(b) Seller is not bound by any agreement, license, permit or other restriction, or any judgment, order, statute, rule, regulation, writ, injunction or decree which would prevent sale of the Real Property to Purchaser; and no order of any court or any registration with, or approval, order or authorization by, or payment of any fee to, any governmental authority or other entity or person is required for the sale of the Real Property to Purchaser pursuant to this Agreement.

(c) There are no leases, tenancies, licenses or other rights of occupancy or use for any portion of the Real Property other than as set forth in the rent roll and that there are no commission due and owing or to become due and owing with respect to Tenant Leases.

(d) Each of the Tenant Leases is valid and subsisting and in full force and effect, and, except as otherwise set forth on the rent roll, the tenant thereunder is in actual possession of the leased unit or space and, except as otherwise set forth on the rent roll, is not in default in its obligation to pay rent or its other monetary obligations.

(e) Except as set forth on the rent roll, no tenant has asserted any claim of which Seller has written notice which could adversely affect the right of the landlord to collect rent from such tenant and no notice of default or breach on the part of landlord under any of the Tenant Leases has been received by Seller from the tenant thereunder.

(f) Except as set forth on the rent roll, no security deposits have been paid by tenants under the Tenant Leases which have not heretofore been returned to the tenants; and the amount of the deposits to be transferred to Purchaser at the Closing shall include the full amount of security deposits for the return of which Purchaser or any subsequent owner of the Property could be held accountable or responsible after the Closing Date.

(g) The Tenant Leases available for review by Purchaser are true and correct copies of the actual leases in Seller's possession and are the complete written documentation of the agreement between the Seller, as landlord, and the tenant; there are no material oral agreements or undisclosed material written agreements between Seller, as landlord, and any tenant which have not been fully disclosed in writing to Purchaser.

(h) The continued maintenance and operation of the Real Property is not now, and on the Closing Date will not be, dependent on facilities located at any other property (other than public utilities and public streets), and the continued maintenance and operation of any other property is not dependent on facilities located on the Real Property premises.

(i) There is no condemnation proceeding threatened or pending with regard to or affecting the Real Property.

(j) All water, sewer, gas, electricity, oil, telephone and other utilities required for the ownership and operation of the Real Property either enter the Real Property through adjoining public streets or pass through adjoining private land in accordance with legal, valid and enforceable easements which will inure to the benefit of Purchaser. All utilities are installed and operating and all installation and connection charges have been paid for in full.

(k) Improvements on the Real Property and the present use, occupancy and operation of the Real Property comply in all materials respects with applicable zoning requirements and do not depend on further ordinance, variance, exception or approval for their continuing legality. Seller has received no notice of any violation of any recorded restriction, condition, agreement, or any violation of any building, health, safety, environmental, pollution control, fire or other law or regulation respecting the Real Property, the Personal Property, the Easement Property, and no written notice of any such violation has been issued by any governmental authority.

(l) Seller has received no notice, and has no knowledge, of any litigation, or governmental or private proceeding concerning Seller or the Real Property, the Easement Property or any unfulfilled requirements of any insurance company concerning the Real Property.

(m) Seller has received no notice of any contemplated increase in tax rate or assessed value or other matter which would increase the taxes for the Real Property. Purchaser acknowledges that Seller has completed significant and substantial improvements to the Real Property, which may cause an increase in the assessed value of the Real Property.

(n) All Service Agreements which Purchaser determines to cancel shall be cancelable by Purchaser immediately after Closing without charge or penalty to Purchaser. There are no management, service, equipment, supply, security, maintenance, concession or other agreements with respect to or affecting the Real Property, except for the Service Agreements.

(o) Seller shall not remove any property subject to this Agreement from the premises on the Real Property except in the ordinary course of business in connection with replacement of the same with items of like quality.

(p) Seller shall maintain through the Closing Date the existing casualty and liability insurance relating to the Real Property.

(q) Except as may be shown in any environmental report delivered to Purchaser, Seller has no knowledge of any facts or conditions which violate applicable environmental laws, rules or regulations (including, without limitation, laws, rules or regulations regarding hazardous wastes and asbestos) of any governmental or quasi-governmental body or agency having jurisdiction over the Real Property. Seller has not received any written notice from any governmental or quasi-governmental agency, or any person or entity, regarding a violation of any applicable environmental law, rule or regulation (including, without limitation, hazardous wastes and asbestos). (r) Seller recognizes and acknowledges that Purchaser is purchasing the Real Property in part to extend, construct, reconstruct, build, repair, replace, widen, maintain, modify, control, open, and/or use a public street and right-of-way (together with any and all uses incidental thereto, including, without limitation, the installation, repair, maintenance, and replacement of water lines, sanitary sewer lines, drainage, and other utilities) (together, "**Public Street Uses**") over, in, upon, under and across that portion of the Real Property as shown and described in "**Exhibit C**" attached hereto and incorporated herein. Seller agrees, represents and warrants that

(i) neither Seller, nor Seller's successors or assigns, shall interfere with the Purchaser's use of the Real Property, and

(ii) Purchaser shall have the right to cross over and use the Easement Area,

for or in connection with the Public Street Uses.

**REPRESENTATIONS AND WARRANTIES
OF PURCHASER; CONDITIONS PRECEDENT**

9.01 Purchaser represents and warrants to Seller, as of the date hereof and as of the Closing Date, that Purchaser has the full right and authority to purchase the Real Property from Seller as provided in this Agreement and to carry out Purchaser's obligations under this Agreement, and all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out Purchaser's obligations hereunder has been taken.

9.02 Purchaser's obligation to consummate the purchase and sale of the Real Property on the Closing Date shall be subject to the satisfaction of the following conditions precedent, any one or more of which may be waived in writing by Purchaser, in whole or in part, on or as of the Closing Date:

(a) Seller shall have fully and completely kept, observed, performed, satisfied and complied with all terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Seller before, on or as of the Closing Date;

(b) The representations and warranties of Seller in this Agreement shall be true and correct on and as of the Closing Date, in the same manner and with the same effect as though such representations and warranties had been made on and as of the Closing Date;

(c) No matters affecting title to the Real Property shall have been filed or recorded between the Effective Date and recordation of the Deed;

(d) On the Closing Date, the Real Property shall be in substantially the same condition as it was on the last day of the Inspection Period; and

(e) Seller shall have obtained and delivered to Purchaser original executed Tenant Estoppel Certificates (the "**Tenant Estoppel Certificates**") executed by all tenants under the Tenant Leases in substantially the form required by Purchaser dated within twenty (20) days prior to the Closing. If such condition has not been satisfied because certain tenants have failed to execute and deliver Tenant Estoppel Certificates to Seller, then, at the Closing, Purchaser, in its sole discretion, may elect to accept Tenant Estoppel Certificates for such tenants executed by Seller (each a "**Seller's Estoppel Certificate**"). The certifications made in each Seller's Estoppel Certificate shall (i) be to the best of Seller's knowledge and (ii) survive the Closing (unless replaced by delivery to Purchaser of a Tenant Estoppel Certificate from the applicable tenant).

If any of the foregoing conditions have not been satisfied or performed or waived in writing by Purchaser on or as of the Closing Date, Purchaser shall have the right, at Purchaser's option, either (i) to terminate this Agreement by giving written notice to Seller on or before the Closing Date, in which event Purchaser shall have no further obligations hereunder and this Agreement shall become null and void; or (ii) if such failure of condition constitutes a breach of representation or warranty by Seller, constitutes a failure by Seller to perform any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions of this Agreement, or otherwise constitutes a default by Seller under this Agreement, to exercise such rights and remedies as provided for in Paragraph 7.02.

10.

MISCELLANEOUS

10.01 Seller shall not assign, transfer or otherwise convey, and shall not have the right or power to assign, transfer or otherwise convey, this Agreement or any of Seller's rights, duties, or obligations hereunder without the prior written consent of Purchaser. This Agreement and the terms and provisions hereof apply to, are binding upon and inure to the benefit of the parties hereto, and their respective permitted successors and permitted assigns.

10.02 Time is of the essence of this Agreement.

10.03 All notices, requests, demands, elections, offers, acceptances and other communications (collectively, "**Communications**") required or permitted to be delivered hereunder shall be in writing. Communications shall be delivered in one of the following ways: (i) by facsimile to the number, if any, specified below; (ii) by hand delivery, marked for same day delivery, to the address specified below; (iii) by deposit of the Communication, marked for next day delivery, with Federal Express, or other reputable overnight courier, to the address specified below; or (iv) by deposit of the Communication, sent certified mail, return receipt requested, in an official depository for the United States Mail, to the address specified below. Communications sent by facsimile shall be deemed delivered when received at the specified transmittal number. Hand-delivered Communications shall be deemed delivered when received at the specified address. Communications sent by overnight courier shall be deemed delivered the day following deposit with such overnight courier (when deposited in time for next day delivery), unless actual receipt is required by the terms of this Agreement. Communications sent by the United States certified mail, return receipt requested, shall be deemed delivered on the day of such deposit, unless actual receipt is required by the terms of this Agreement. Communications shall be sent to the party to whom given at the address or number set forth below, with a copy of such Communication given to such party's attorney at the address or number set forth below:

If to Seller:

Union Pacific Railroad Company
Real Estate Department
1800 Farnam Street
Omaha, Nebraska 68102
Attention: _____

With a copy to:

Telephone No. _____
Facsimile No. _____

If to Purchaser:

Town of Addison
Office of The City Manager
5300 Belt Line Road
Dallas, Texas 75001-9010
Telephone No. (972) 450-7027
Facsimile No. (972) 450-7043

With a copy to:

John Hill
901 Main Street, Suite 4000
Dallas, Texas 75202-3793
Telephone No. (214) 672-2170
Facsimile No. (214) 672-2370

Each of the above-listed addressees may change its address and number for notice purposes under this paragraph by delivering to the other addressees a written notice of change of address and number in a manner specified in this paragraph for delivery of Communications. However, no such change of

address or number shall be effective against another addressee until written notice of such change is actually received by such addressee.

10.04 This Agreement supersedes all prior discussions and agreement among Seller, and Purchaser with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding among Seller and Purchaser with respect thereto. This Agreement may not be varied, amended, or superseded except by written agreement between Purchaser and Seller.

10.05 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for any cause of action hereunder shall be in a court of competent jurisdiction in the county in which the Property is located.

10.06 This Agreement may be executed in multiple counterparts, and by facsimile signature. Each counterpart hereof shall constitute an original hereof, and all such counterparts taken together shall constitute one and the same agreement.

10.07 Any portion of this Agreement not otherwise consummated at Closing will survive Closing as a continuing agreement between Seller and Purchaser.

10.08 Any reference to "day" or "days" in this Agreement shall, unless the context clearly requires otherwise, mean calendar days. Any reference to "business days" shall mean calendar days excluding Saturdays, Sundays and federally-recognized holidays. Any time period provided for hereunder which ends on a day which is not a business day shall be deemed to be extended to, and to end on, the next business day succeeding such day.

10.09 Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach by the other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future. No waiver shall be effective unless in writing signed by the party granting the waiver.

10.10 Damage to Property. From the Effective Date through the Closing Date, Seller agrees to give Purchaser prompt notice of any fire or other casualty affecting the Real Property or the Personal Property or of any actual or threatened taking or condemnation of all or any portion of the Real Property.

(a) If prior to the Closing there shall occur:

(1) damage to the Real Property caused by fire or other casualty which would cost \$50,000.000 or more to repair; or

(2) the taking or condemnation of all or any portion of the Real Property as would materially interfere with the use thereof;

then in any such event, Purchaser may at its option terminate this Agreement by notice to Seller within fourteen (14) days after Purchaser has received the notice referred to above or at the Closing, whichever is earlier. If Purchaser does not elect to terminate this Agreement, then the Closing shall take place as provided herein and there shall be assigned to Purchaser at the Closing, all interest of Seller in and to any insurance

proceeds (subject to Seller supplying Purchaser with satisfactory evidence that such assignment will not impair Seller's insurance) or condemnation awards which may be payable to Seller on account of such event less any sums which Seller shall have incurred with the consent of Purchaser prior to the Closing to repair any of the damage. If such assignment would impair Seller's insurance, then Seller shall be obligated to pay Purchaser, at Closing, an amount equal to any insurance proceeds which would be payable to Seller on account of such event less any sums which Seller shall have incurred with the consent of Purchaser prior to the Closing to repair any of the damage.

(b) If prior to the Closing there shall occur:

(1) damage to the Real Property caused by fire or other casualty which would cost less than \$50,000.00 to repair; or

(2) the taking or condemnation of a portion of the Real Property which would not materially interfere with the use thereof;

then, in any such event, Purchaser shall have no right to terminate its obligations under this Agreement, but there shall be assigned to Purchaser at Closing all interest of Seller in and to any insurance proceeds (subject to Seller supplying Purchaser with satisfactory evidence that such assignment will not impair Seller's insurance) or condemnation awards

which may be payable to Seller on account of such event less any sums which Seller shall have incurred with the consent of Purchase prior to the Closing to repair any of the damage. If such assignment would impair Seller's insurance, then Seller shall be obligated to pay Purchaser, at Closing, an amount equal to any insurance proceeds which would be payable to Seller on account of such event less any sums which Seller shall have incurred with the consent of Purchaser prior to the Closing to repair any of the damage.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement on the date set opposite their respective signatures hereinbelow.

SELLER:

Date Executed By Seller:

UNION PACIFIC RAILROAD COMPANY

October ____, 2001

By: _____

Name: _____

Title: _____

PURCHASER:

Date Executed By Purchaser:

TOWN OF ADDISON, TEXAS

October ____, 2001

By: _____

Name: _____

Ron Whitehead

Title: City Manager

ACCEPTANCE BY TITLE COMPANY

_____, referred to in the foregoing Agreement as the Title Company, hereby acknowledges receipt of a fully executed copy (or executed counterparts) of the foregoing Agreement.

Date Executed by _____
Title Company:

October _____, 2001

By: _____
Name: _____
Title: _____
Address: _____
Telephone No.: (____) _____
Facsimile No.: (____) _____

EXHIBIT A TO REAL ESTATE SALES AGREEMENT

**REAL PROPERTY AND EASEMENT PROPERTY DESCRIPTIONS
AND SURVEY**

See documents attached hereto.

16801 Westgrove Dr. Addison, Texas 75001
Phone – 972-450-2860
Fax – 972-450-2837

Town of Addison

Fax

*Guy Van Buren
972-461-5614*

To: David Boles *→* **From:** Jenny Nicewander

Fax: ~~214-742-4682~~ **Pages:** 5

Phone: **Date:** 8/27/2004

Re: Irrigation Plans for Phase 3 **CC:** ~~Click here and type name~~

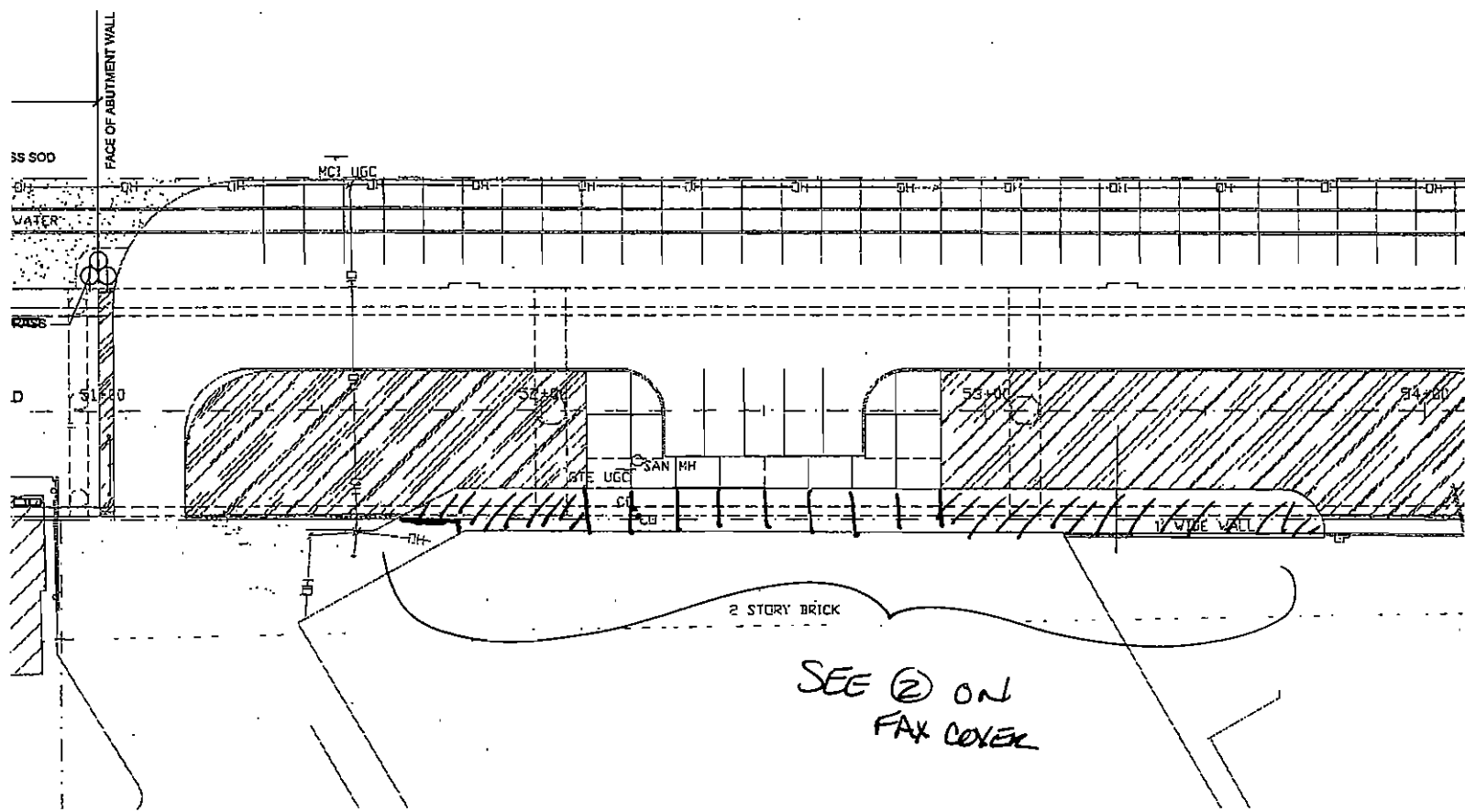
Urgent For Review Please Comment Please Reply Please Recycle

● **Comments:**

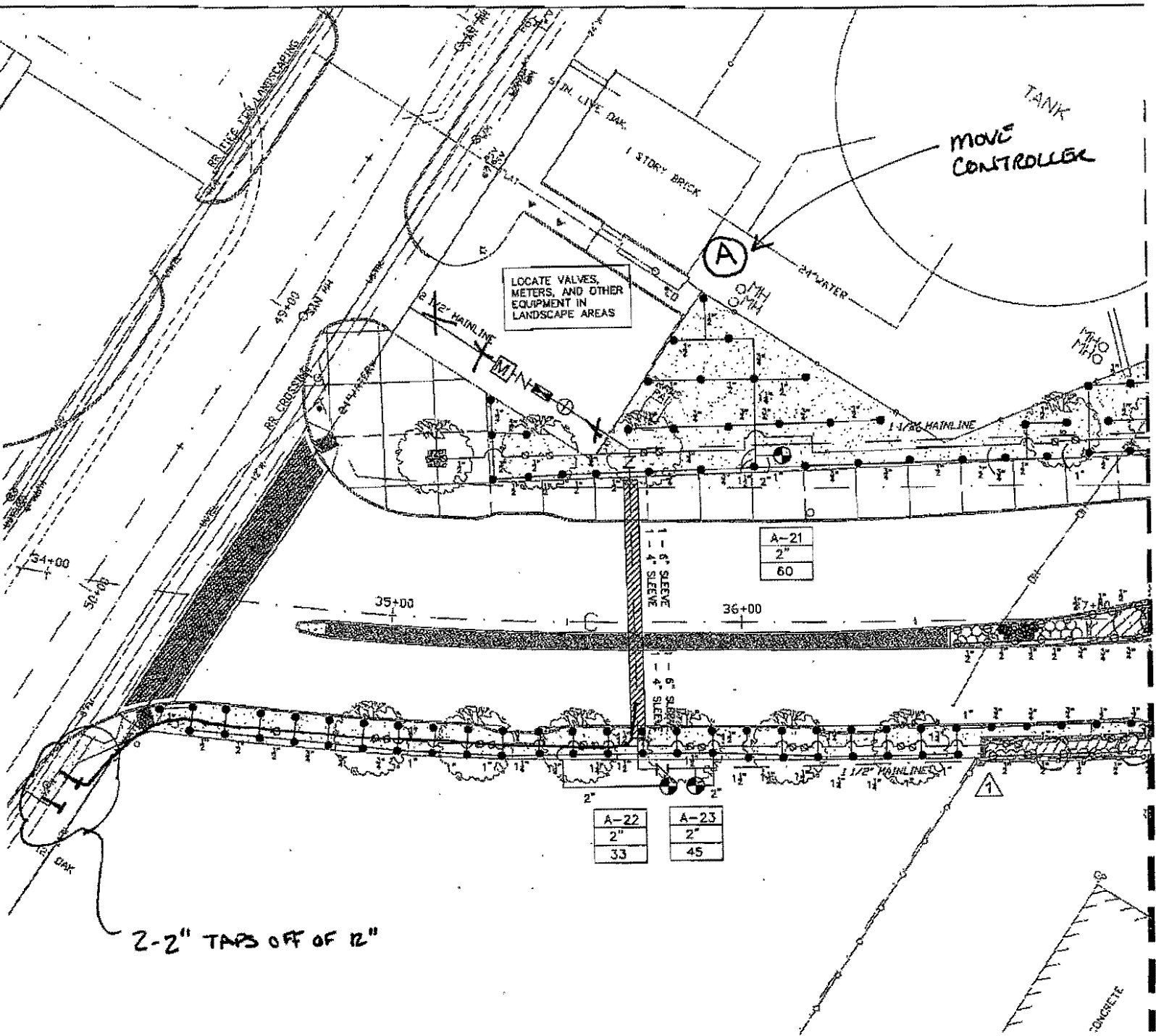
David : these are some changes that Ron Lee to the irrigation plans. Could you look at them and let me know if this will require a redesign?

② Also I'm sending over a drawing where the sidewalk/ decomposed granite will need to be extended. There is a sanitary sewer pipe running right underneath the edge of the sidewalk and it's so close to the box culvert, we won't be able to save the sidewalk. I think we might need to re-issue that sheet. I'll get with guy to make sure that's how he wants to handle it.

Jenny



PLANT SCHEDULE					
QTY.	COMMON NAME	BOTANICAL NAME	SIZE	CONT.	CONDITION / REMARKS
ORNAMENTAL GRASSES					
3	INDIAN GRASS	SORGHASTRUM NUTANS		5 GAL.	4' O.C.
3	LINDHEIMER'S MUHLY	MUHLENBERGIA LINDHEIMERI		3 GAL.	4' O.C.
TURF GRASS					
4,115 SF	COMMON BERMUDA	CYNODON DACTYLON		SOD	



IRRIGATION LEGEND:

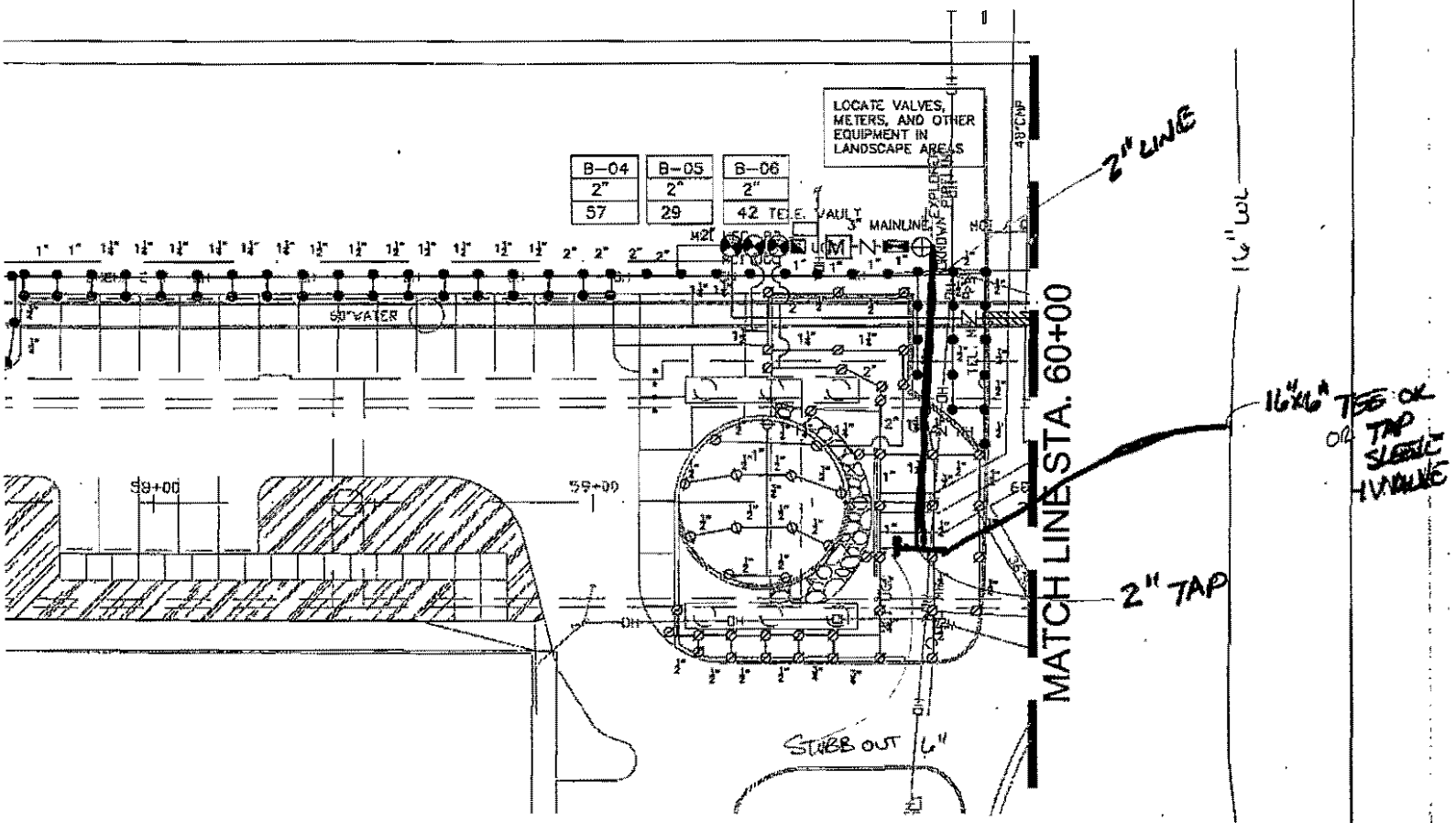
- RAINBIRD 1804-PRS-SAM SERIES 4" POP-UP SPRAY - MPR NOZZLES
- RAINBIRD 1808-PRS-SAM SERIES 6" POP-UP SPRAY - MPR NOZZLES
- RAINBIRD 1812-PRS-SAM SERIES 12" POP-UP SPRAY - MPR NOZZLES
- TORO FB-PC-50 SERIES 12" POP-UP BUBBLERS - TURF AREAS
- TORO FB-100 ON 6CH 80 RISER W/SHRUB ADAPTOR - TREE WELLS
- HUNTER I20-ADV SERIES - 8.0 NOZZLE
- HUNTER I20-ADV SERIES - 4.0 NOZZLE
- HUNTER I20-SP-ADV SERIES - 8.0 NOZZLE
- HUNTER I20-SP-ADV SERIES - 4.0 NOZZLE
- HUNTER I20-HP-ADV SERIES - 8.0 NOZZLE
- HUNTER I20-HP-ADV SERIES - 4.0 NOZZLE
- ⊕ WEATHERMATIC 11000CR SERIES REMOTE CONTROL VALVE
MANIFOLDED VALVES SHALL BE SPACED 4'-0" APART
- ⊕ BUCKNER Q835SLDT SINGLE LUG 3/4" QUICK COUPLING VALVE
- ⊕ SPEARS PLASTIC BALL VALVE - Same size as mainline
- ⊕ WATTS 007M SERIES INLINE DCA - 2"
- ⊕ HERSEY MVR WATER METER - 2"
- ⊕ RAINMASTER EVOLUTION DX-2 CONTROLLER- ELECT
DISTRIBUTION AND PHONE SERVICE LINES TO THE IR
CONTROLLERS SHALL BE THE RESPONSIBILITY OF THE
CONTRACTOR. THE ELECTRICAL AND PHONE LINES &
RELATED WORK SHALL BE INSTALLED PER ALL LOCAL
AND NATIONAL CODES.
- ⊕ FLOW METER - SAME SIZE AS MAINLINE -
FS-200 DATA INDUSTRIAL FLOW METER
- ▬ SCHEDULE 40 PVC MAINLINE - REF PLAN
- ▬ Class 315 IPS or Class 200 IPS Lateral Line
- ▬ SCH 40 PVC SLEEVE - PERMANENTLY MARK CURBS
WITH LOCATIONS OF SLEEVES PER CITY STANDARDS
- ⊕ ZONE CONTROLLER - STATION NUMBER
- ⊕ VALVE VALVE SIZE
- ⊕ GPM GPM PER VALVE

N



LOCATE VALVES,
METERS, AND OTHER
EQUIPMENT IN
LANDSCAPE AREAS

B-04	B-05	B-06
2"	2"	2"
57	29	42 TEES



+ 16" x 6" Tap w/ Valve
+ 6" line

16" x 6" TEE OK
OR
TAP
SLEEVE
+ VALVE

2" TAP

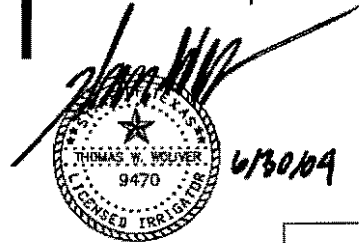
STABB OUT 6"

MATCH LINE STA. 60+00

IRRIGATION LEGEND:

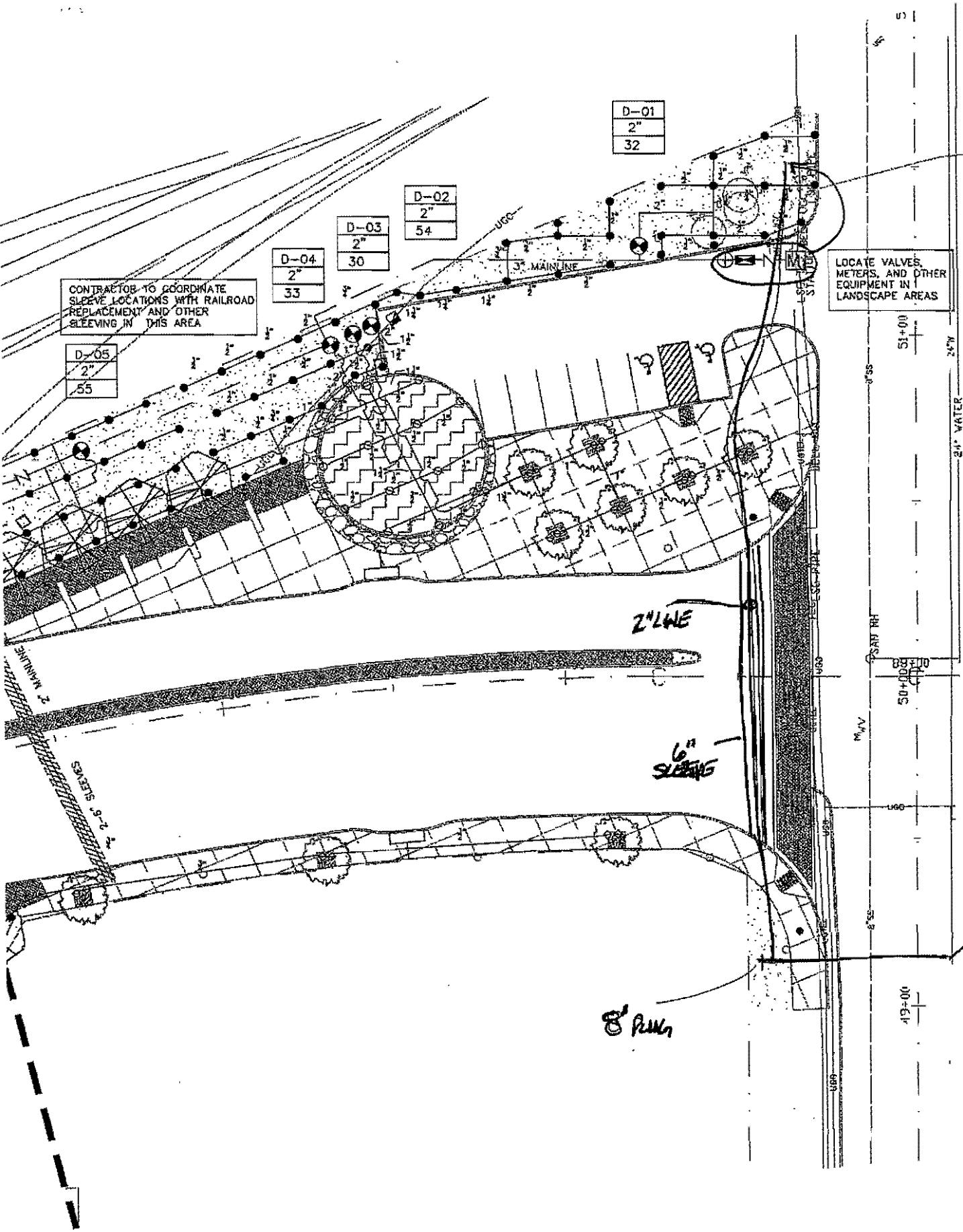
- AINBIRD 1804-PRS-SAM SERIES 4" POP-UP SPRAY - MPR NOZZLES
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- ORO FB-100 ON SCH 80 RISER W/SHRUB ADAPTOR - TREE WELLS
- UNTER 120-ADV SERIES - 8.0 NOZZLE
- UNTER 120-ADV SERIES - 4.0 NOZZLE
- UNTER 120-6P-ADV SERIES - 8.0 NOZZLE
- UNTER 120-6P-ADV SERIES - 4.0 NOZZLE
- UNTER 120-HP-ADV SERIES - 8.0 NOZZLE
- UNTER 120-HP-ADV SERIES - 4.0 NOZZLE
- TEATHERMATIC 1100DCR SERIES REMOTE CONTROL VALVE
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- PEARS PLASTIC BALL VALVE - Same etc as mainline

- WATTS 007M SERIES INLINE DCA - 2"
- HERSEY MVR WATER METER - 2"
- RAINMASTER EVOLUTION QX-2 CONTROLLER- ELECTRICAL POWER DISTRIBUTION AND PHONE SERVICE LINES TO THE IRRIGATION CONTROLLERS SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. THE ELECTRICAL AND PHONE LINES (AND ALL RELATED WORK) SHALL BE INSTALLED PER ALL LOCAL, STATE, AND NATIONAL CODES.
- FLOW METER - SAME SIZE AS MAINLINE - FB-200 DATA INDUSTRIAL FLOW METER
- SCHEDULE 40 PVC MAINLINE - REF PLAN
- Class 315 IPS or Class 200 IPS Lateral Line
- SCH 40 PVC SLEEVE - PERMANENTLY MARK CURBS WITH LOCATIONS OF SLEEVES PER CITY STANDARDS
- CONTROLLER - STATION NUMBER
- VALVE SIZE
- GPM PER VALVE



229

NO.	DATE	REVISION	APPROV.
		HNTB ARCHITECTS ENGINEERS PLANNERS The HNTB Companies	
ARAPAHO ROAD EXTENSION			
SURVEYOR BOULEVARD TO ADDISON ROAD			
IRRIGATION PLAN STA 55+00 TO 60+00			
TOWN OF ADDISON, TEXAS			
Design TW	Drawn TW	DATE	SCALE
Check TW	Check JP	8/3/04	VARIES
		PROJECT NO.	SHEET NO.
		25788	IR-06



CONTRACTOR TO COORDINATE SLEEVE LOCATIONS WITH RAILROAD REPLACEMENT AND OTHER SLEEVING IN THIS AREA

D-05
2"
55

D-04
2"
33

D-03
2"
30

D-02
2"
54

D-01
2"
32

LOCATE VALVES, METERS, AND OTHER EQUIPMENT IN LANDSCAPE AREAS

IRRIGA

- RAINBIRD 1
- RAINBIRD 1
- ⊗ RAINBIRD 1
- ◇ TORO FB-P
- ◇ TORO FB-1
- HUNTER 12
- ⊕ HUNTER 12
- HUNTER 12
- ⊕ HUNTER 12
- △ HUNTER 12
- △ HUNTER 12
- ⊗ WEATHERA MANIFOLD
- ⊠ BUCKNER C
- ⊞ SPEARS FL

2" LWE

6" SLEEVING

8" RUN

24" TAP
TSLEEVING

51+00

50+00

49+00

24" WATER

PSAT RH

MAY

UGO

UGR

FACTORY TO COORDINATE
THE LOCATIONS WITH RAILROAD
ALIGNMENT AND OTHER
WORKING IN THIS AREA

D-04
2"
33

D-03
2"
30

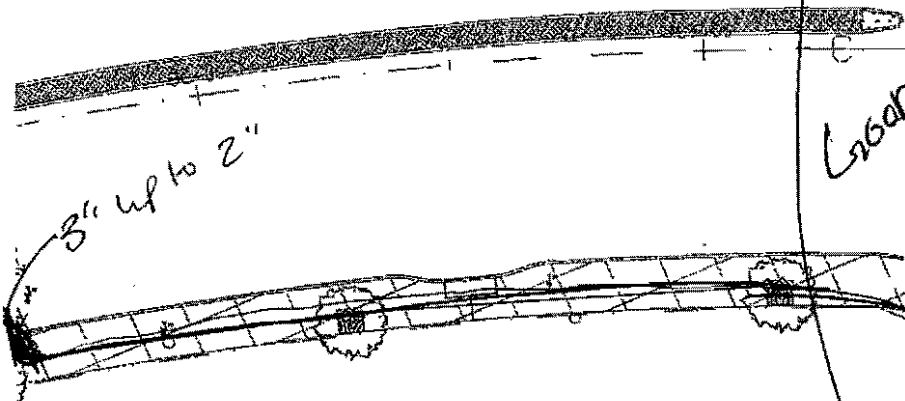
D-02
2"
54

D-01
2"
32

LOCATE VALVES,
METERS AND OTHER
EQUIPMENT IN
LANDSCAPE AREAS

IRRIGATION LEG

- RAINBIRD 1804-PRS-SAM SERIES 1
- RAINBIRD 1808-PRS-SAM SERIES 1
- RAINBIRD 1812-PRS-SAM SERIES 1
- TORO FB-PC-50 SERIES 12" POR-U
- TORO FB-100 OH SCH 80 RISER W/
- HUNTER I20-ADV SERIES - 8.0 NOZ
- HUNTER I20-ADV SERIES - 4.0 NOZ
- HUNTER I20-8P-ADV SERIES - 8.0 N
- HUNTER I20-8P-ADV SERIES - 4.0 N
- △ HUNTER I20-HP-ADV SERIES - 8.0 P
- △ HUNTER I20-HP-ADV SERIES - 4.0 P
- WEATHERMATIC 11000CR SERIES
- MANIFOLDED VALVES SHALL BE 8
- BUCKNER QB35BL07 SINGLE LUG:
- SPEARS PLASTIC BALL VALVE - S6



Not under sidewalk

+ 3" pipe

2" line
67600

24'x8" TAP

8" LINE

49+00

50+00

51+00

24" WATER

PSANT RH

M.V.V.

600

600

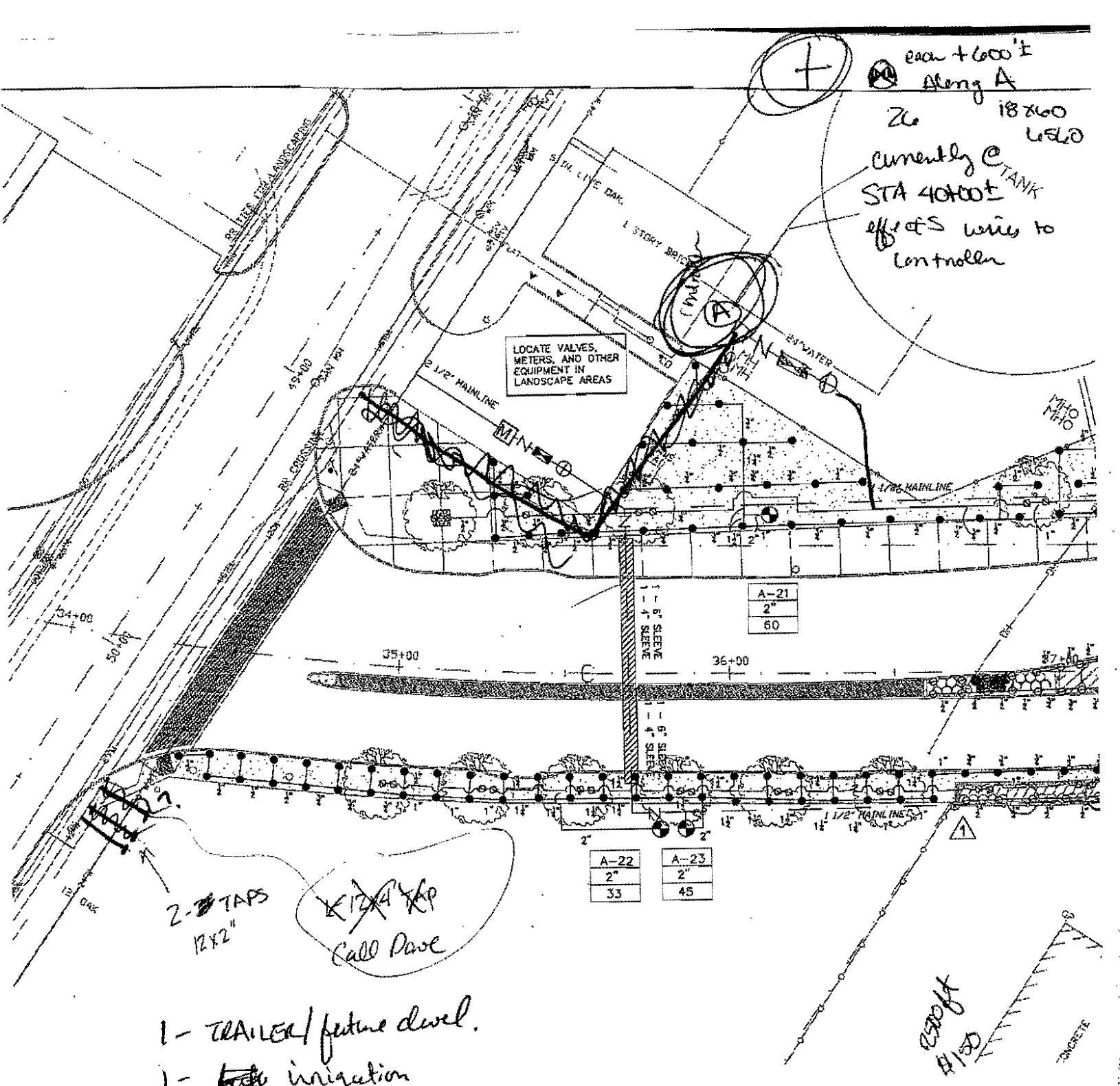
600

600

600

600

600



(+) each +600'±
 Along A
 Zc 18x60
 L650
 currently @ TANK
 STA 40+00±
 effect's wires to
 Controller

LOCATE VALVES, METERS, AND OTHER EQUIPMENT IN LANDSCAPE AREAS

A-21
2"
60

A-22
2"
33

A-23
2"
45

2- TAPS
1 1/2" x 2"

~~KID X AP~~
Call Dave

1- TRAILER / future devel.
 1- ~~field~~ irrigation

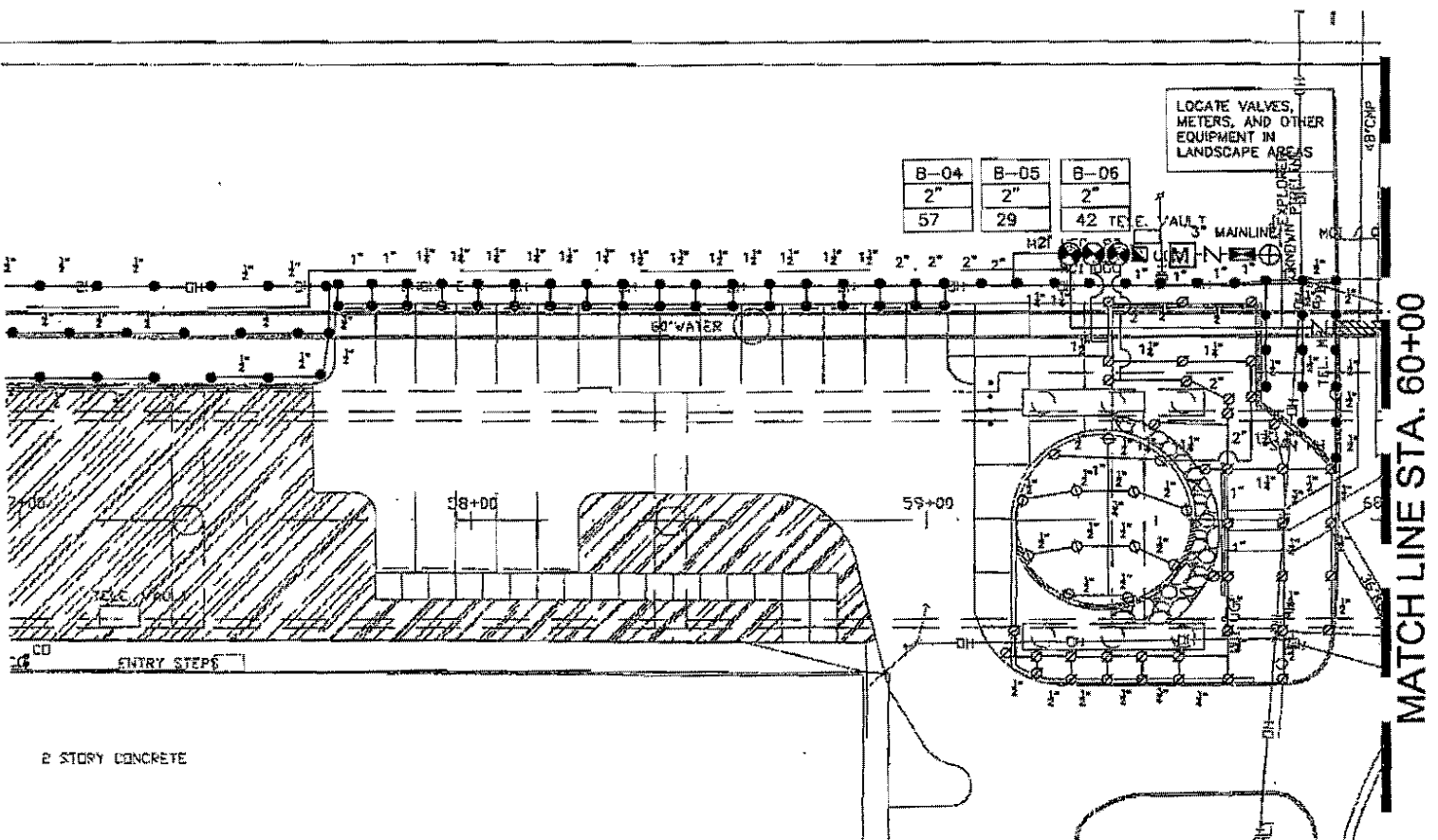
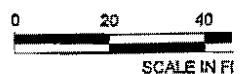
IRRIGATION LEGEND:

- RAINBIRD 1804-PRS-SAM SERIES 4" POP-UP SPRAY - MPR NOZZLES
- RAINBIRD 1806-PRS-SAM SERIES 6" POP-UP SPRAY - MPR NOZZLES
- ⊙ RAINBIRD 1812-PRS-SAM SERIES 12" POP-UP SPRAY - MPR NOZZLES
- ⊕ TORO FB-PC-80 SERIES 12" POP-UP BUBBLERS - TURF AREAS
- ⊖ TORO FB-100 ON SCH 80 RUSER WISHRUB ADAPTOR - TREE WELLS
- HUNTER I20-ADV SERIES - 8.0 NOZZLE
- ⊖ HUNTER I20-ADV SERIES - 4.0 NOZZLE
- ⊙ HUNTER I20-SP-ADV SERIES - 8.0 NOZZLE
- ⊖ HUNTER I20-SP-ADV SERIES - 4.0 NOZZLE
- △ HUNTER I20-HP-ADV SERIES - 8.0 NOZZLE
- △ HUNTER I20-HP-ADV SERIES - 4.0 NOZZLE
- ⊕ WEATHERMATIC 11060CR SERIES REMOTE CONTROL VALVE
- MANIFOLDED VALVES SHALL BE SPACED 4'-0" APART
- ⊖ BUCKNER QB35BLO7 SINGLE LUG 3/4" QUICK COUPLING VALVE
- N SPEARS PLASTIC BALL VALVE - Same size as mainline

BACK FLOW PREVENTION

- ⊖ WATTS 007M SERIES INLINE DCA - 2"
- M HERSEY MVR WATER METER - 2"
- A RAINMASTER EVOLUTION DX-2 CONTROLLER-EU
- DISTRIBUTION AND PHONE SERVICE LINES TO THE CONTROLLERS SHALL BE THE RESPONSIBILITY OF CONTRACTOR. THE ELECTRICAL AND PHONE LINE RELATED WORK SHALL BE INSTALLED PER ALL LOCAL AND NATIONAL CODES.
- ⊕ FLOW METER - SAME SIZE AS MAINLINE - PS-200 DATA INDUSTRIAL FLOW METER
- ▬ SCHEDULE 40 PVC MAINLINE - REF PLAN
- Class 315 IPS or Class 200 IPS Latent Line
- ▨ SCH 40 PVC SLEEVE - PERMANENTLY MARK CUR WITH LOCATIONS OF SLEEVES PER CITY STANDARD
- ZONE CONTROLLER - STATION NUMBER
- VALVE VALVE SIZE
- GPM GPM PER VALVE

(C)



LOCATE VALVES, METERS, AND OTHER EQUIPMENT IN LANDSCAPE AREAS

MATCH LINE STA. 60+00

IRRIGATION LEGEND:

1. VERIFY NOZZLE SIZES IN FIELD TO HEAD COVERAGE. MINIMIZE OVERSPRAY. NO PAVEMENT SHALL BE ACCEPTED.

- RAINBIRD 1804-PRS-SAM SERIES 4" POP-UP SPRAY - MPR NOZZLES
 - RAINBIRD 1808-PRS-SAM SERIES 6" POP-UP SPRAY - MPR NOZZLES
 - ⊘ RAINBIRD 1812-PRS-SAM SERIES 12" POP-UP SPRAY - MPR NOZZLES
 - ⊙ TORO FB-PC-50 SERIES 12" POP-UP BUBBLERS - TURF AREAS
 - ⊙ TORO FB-100 ON SCH 80 RISER W/SHRUB ADAPTOR - TREE WELLS
 - HUNTER I20-ADV SERIES - 8.0 NOZZLE
 - ⊖ HUNTER I20-ADV SERIES - 4.0 NOZZLE
 - ⊙ HUNTER I20-6P-ADV SERIES - 8.0 NOZZLE
 - ⊙ HUNTER I20-6P-ADV SERIES - 4.0 NOZZLE
 - ⊙ HUNTER I20-6P-ADV SERIES - 4.0 NOZZLE
 - ⊙ HUNTER I20-HP-ADV SERIES - 8.0 NOZZLE
 - ⊙ HUNTER I20-HP-ADV SERIES - 4.0 NOZZLE
 - ⊙ WEATHERMATIC 11000CR SERIES REMOTE CONTROL VALVE
 - MANIFOLDED VALVES SHALL BE SPACED 4'-0" APART
 - ⊙ BUCKNER QB38BL07 SINGLE LUG 3/4" QUICK COUPLING VALVE
 - N SPEARS PLASTIC BALL VALVE - Same size as mainline
 - WATTS 007M SERIES INLINE DCA - 2"
 - M HERSEY MVR WATER METER - 2"
 - ⊙ RAINMASTER EVOLUTION DX-2 CONTROLLER. ELECTRICAL POWER DISTRIBUTION AND PHONE SERVICE LINES TO THE IRRIGATION CONTROLLERS SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. THE ELECTRICAL AND PHONE LINES (AND ALL RELATED WORK) SHALL BE INSTALLED PER ALL LOCAL, STATE, AND NATIONAL CODES.
 - ⊕ FLOW METER - SAME SIZE AS MAINLINE - FS-200 DATA INDUSTRIAL FLOW METER
 - SCHEDULE 40 PVC MAINLINE - REF PLAN
 - Class 315 IPS or Class 200 IPS Lateral Line
 - ▨ SCH 40 PVC SLEEVE - PERMANENTLY MARK CURBS WITH LOCATIONS OF SLEEVES PER CITY STANDARDS
- | | |
|-------|-----------------------------|
| ZONE | CONTROLLER - STATION NUMBER |
| VALVE | VALVE SIZE |
| GPM | GPM PER VALVE |



NO.	DATE	REVISION
HNTB ARCHT/ The HNTB		
ARAPAHO ROAD		
SURVEYOR BOULEVARD		
IRRIGATION		
STA 55+00 TO		
TOWN OF ADDIS		
Drawn by	DATE	DATE



Arapaho Phase 3 Request For Information Response

To Daniel J. Filer, HNTB Corporation

Date September 1, 2004

Originator Andrew Schneemann, Archer Western

RFI Number R-AW21

Subject Stinger

Request Is CVN necessary for the Stinger steel?

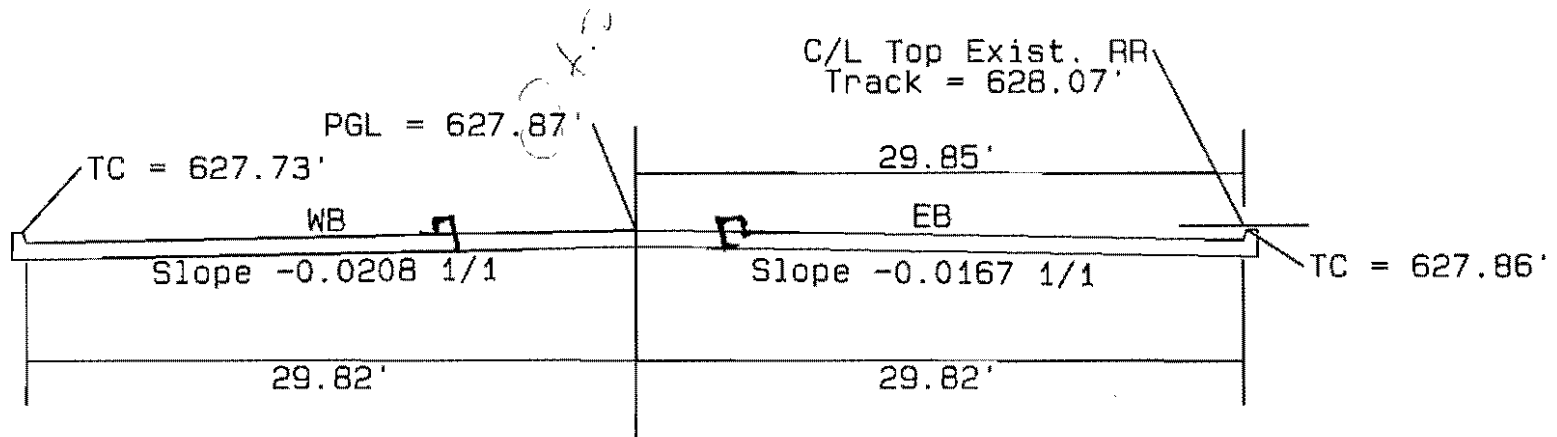
Response/Action Taken:

Cliff Hall, URS Corporation responded to this RFI via email with: "In response to RFI # 21: CVN is not required for the steel stingers."

By: Daniel J. Filer, HNTB Corporation

Date: September 1, 2004

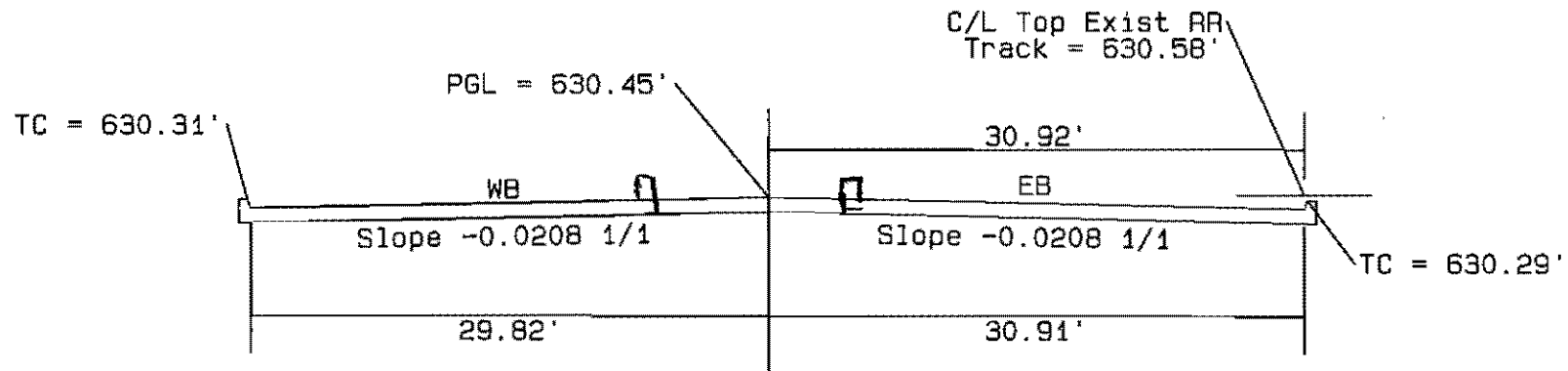
STA 78+54.91



Note: The Cross Slopes above were calculated using the "Gutter Elevation" information shown on Sheets 50 and 149.

← 0.67% straight grade

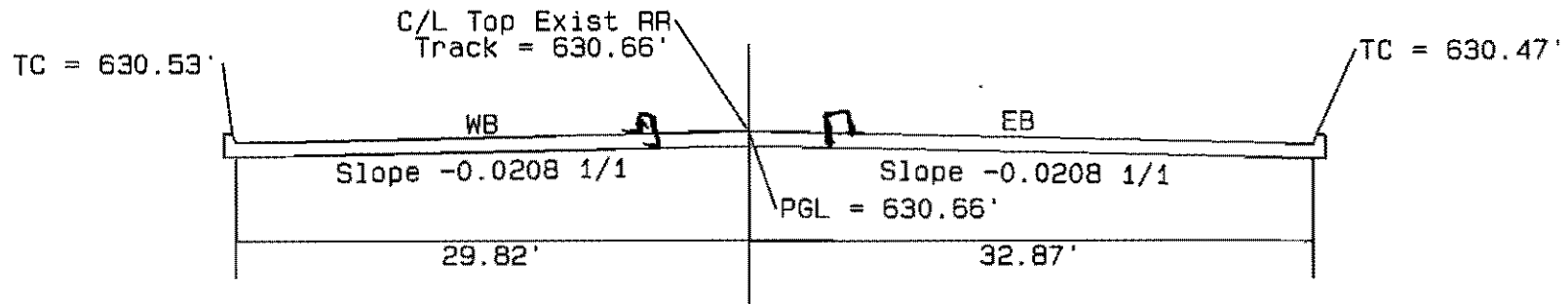
STA 84+23.91



Note: The Cross Slopes above were calculated using the "Gutter Elevation" information shown on Sheets 51, 150, and 151.

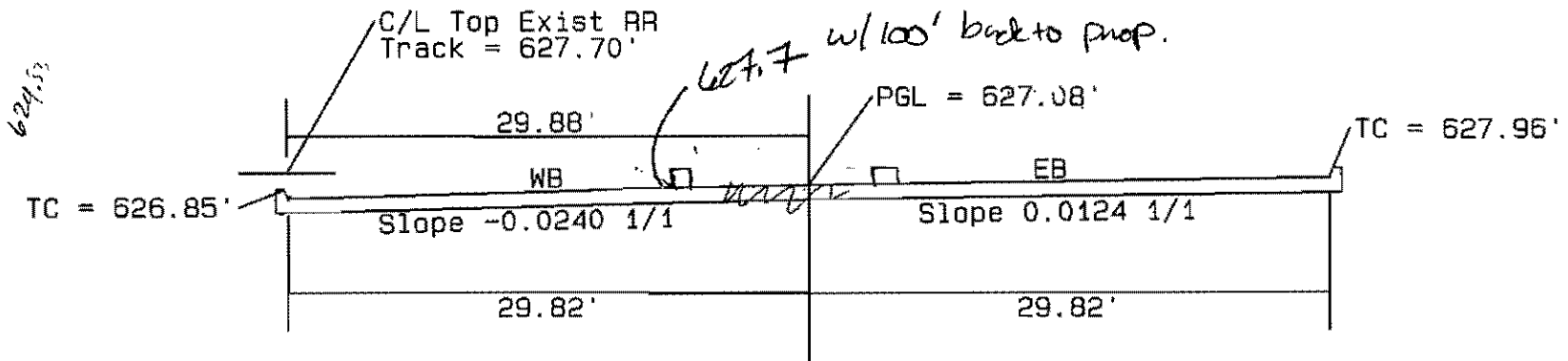
← 1.52% straight grade

STA 84+53.01



Note: The Cross Slopes above were calculated using the "Gutter Elevation" information shown on Sheets 51, 150, and 151.

STA 77+48.02



Note: The Cross Slopes above were calculated using the "Gutter Elevation" information shown on Sheets 50 and 149.

flat at 77+48

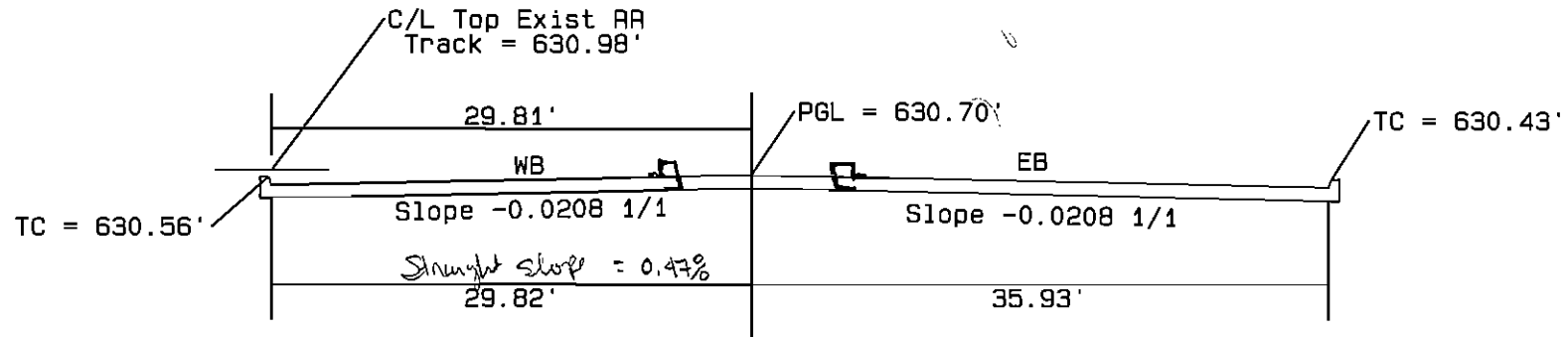


2.07%

Straight grade

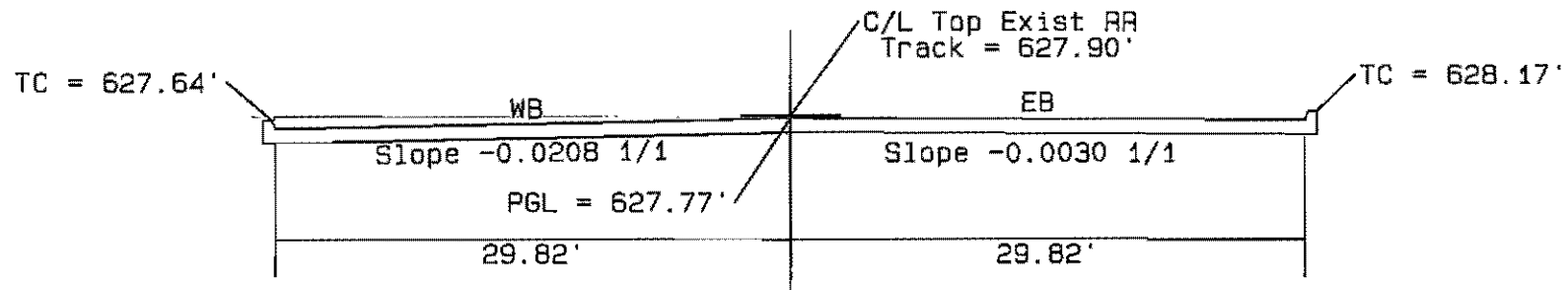
4.88

STA 84+83.16



Note: The Cross Slopes above were calculated using the "Gutter Elevation" information shown on Sheets 51, 150, and 151.

STA 78+07.54



Note: The Cross Slopes above were calculated using the "Gutter Elevation" information shown on Sheets 50 and 149.

January 31, 2005

Town of Addison - Sevice Center

	Name	Company	Phone	Email
1	Katura Curry	Grantham & Assoc.	(972) 864-2333	Kawryy @ gra-ce.net.
2	Bruce Grantham	"	"	bgrantham @ gra-ce.net
3	Cary Walker	City of Farmers Branch	972-919-2612	CARY.WALKER@FARMERSBRANCH.INFO
4	Roy Smallwood	City of Farmers Branch	972-919-2613	rsmallwood @ FarmersBranch.ci.tx.us
5	Steve Chatchian	TOWN OF ADDISON	972-450-2886	schutchian @ ci.addison.tx.us
6	Jerry Davis	Town of Addison	972-661-1693	j.davis @ ci.addison.tx.us
7	Cassia Sanchez	Dallas Water Util.	214-671-9559	Casanch @ mail.ci.dallas.tx.us
8	JOHNNY PARTAIN	DALLAS WATER UT.	214-670-8796	johony.portain @ dallascityhall.com
9	Lupe Maestas	Dallas Water utilities	214-670-8082 Cell: 817-822-7039	
10	Jim Pierce	Town of Addison	972-450-2879	jpierce @ ci.addison.tx.us
11	Guy Van Baulen	HNTB Corporation	972-661-5626	gvanbaulen @ hntb.com
12	JENNY NICEWANIGER	TOWN OF ADDISON	972-450-2860	JNICEWANIGER @ CI.ADDISON.TX.US
13	KEN FOLGHAM	CITY OF CARROLLTON	972-466-3200	Ken.folgham @ cityofcarrollton.com
14				
15				
16				
17				
18				
19				
20				

WITH 8" REINF. CONC.
PVMT.

12" CITY OF CA
WATER LOCATION
NOT FIELD VERIF

STA. 0+00.00 BASE BID & ALT.
CONTRACTOR SHALL VERIFY
HORIZONTAL & VERTICAL
LOCATION OF EXIST. 18"
WATER LINE.

INSTALL:
1-18"x16" TAPPING SLEEVE
& 16" TAPPING VALVE
W/1.6 C.Y. THRUST BLOCKING
N = 10019.46 BASE BID
E = 9949.65 BASE BID

BM#1
1/2" IRS
N = 10000.0
E = 10000.0
ELEV. = 600

EXIST. 100' MARSH LANE R.O.W.

TOP OF PIPE
ELEV. 591.04
PER POTHOLE

WATER LINE CONSTRUCTION NOTES:

1. Wet taps to be performed by Hanson Pipe or approved equal.
2. Hanson Pipe or approved equal shall supply the tapping sleeve assembly and tapping service. The contractor shall supply all other necessary labor, excavation, thrust blocking, tapping valve and supports for the wet tap, per Hanson Pipe or approved equal specifications.
3. The Contractor shall verify the horizontal/vertical location of the 18" water line.
4. All bends, tees, valves, and tapping locations shall be thrust blocked per DWU standards.
5. Testing and chlorination of the new water line is ~~required~~ **Hydrostatic** **PROVIDED BY DWU**
CONTRACTOR TO FURNISH BLOW-OFFS & FLUSH POINTS FOR TESTING.
6. Contractor shall submit a construction, testing, and chlorination plan to the engineer and DWU for approval prior to construction.

PAVING & GRADING NOTES:

1. All backfill shall be compacted to 95% standard proctor density. The contractor shall pay extra attention to item 504 "Open Cut Backfill" of the NCTCOG specifications.

CONSTRUCTION SCHEDULE:

1. Construction of all aspects of the project must be completed by March 1, 2005.

TRAFFIC CONTROL NOTES:

1. Base Bid and Bid Alternate Number 1 - Any private driveway or Marsh Lane traffic detours/lane closures will require a traffic control plan prepared by an engineer licensed in the state of Texas and approved by the Town of Addison.
2. The Contractor shall be responsible for public safety during construction and will provide the necessary traffic barricades and warning signage to protect the construction site. All barricades, warning signs, lights, devices, etc. for the guidance and protection of traffic and pedestrians must conform to the 2003 Texas Manual of Uniform Traffic Control Devices, as currently amended, by the Texas Department of Transportation.

WITH 8" REINF. CONC. PVMT.

12" CITY OF CA WATER LOCATION NOT FIELD VERIF

STA. 0+00.00 BASE BID & ALT. CONTRACTOR SHALL VERIFY HORIZONTAL & VERTICAL LOCATION OF EXIST. 18" WATER LINE. INSTALL: 1-18"x16" TAPPING SLEEVE & 16" TAPPING VALVE W/1.6 C.Y. THRUST BLOCKING N = 10019.46 BASE BID E = 9949.65 BASE BID

BM#1 1/2" IRS N = 10000.0 E = 10000.0 ELEV. = 600

TOP OF PIPE ELEV. 591.04 PER POT HOLE

EXIST. 100' MARSH LANE R.O.W.

WATER LINE CONSTRUCTION NOTES:

- 1. Wet taps to be performed by Hanson Pipe or approved equal.
2. Hanson Pipe or approved equal shall supply the tapping sleeve assembly and tapping service.
3. The Contractor shall verify the horizontal/vertical location of the 18" water line.
4. All bends, tees, valves, and tapping locations shall be thrust blocked per DWU standards.
5. Testing and chlorination of the new water line is required. PROVIDED BY DWU CONTRACTOR TO FURNISH BLOW-OFFS & FLUSH POINTS FOR TESTING.
6. Contractor shall submit a construction, testing, and chlorination plan to the engineer and DWU for approval prior to construction.

PAVING & GRADING NOTES:

- 1. All backfill shall be compacted to 95% standard proctor density. The contractor shall pay extra attention to item 504 "Open Cut Backfill" of the NCTCOG specifications.

CONSTRUCTION SCHEDULE:

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2. The Contractor shall be responsible for public safety during construction and will provide the necessary traffic barricades and warning signage to protect the construction site.



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

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

October 25, 2006

Cliff R. Hall, P.E.
Vice President
Engineering Manager
URS Corporation
3010 LBJ Freeway, Suite 1300
Dallas, TX 75234

Dear Mr. Hall:

This letter is to grant permission to you and URS Corporation to enter the Arapaho Bridge for Texas Council of Engineering Companies Award.

The Town of Addison has received many compliments on the bridge structure. It is a very beautiful bridge that accomplished a very functional purpose. We were proud to open the Arapaho Road project to traffic in January of this year and greatly appreciate your engineering expertise in the design and construction of the project.

Sincerely,

Nancy Straub Cline, P.E.
Director of Public Works

Sara Lorusso

From: Nancy Cline
Sent: Wednesday, October 25, 2006 8:55 AM
To: Sara Lorusso
Subject: FW: CEC Award Entry

Sara,

Would you please draft a letter providing permission (see below) to Cliff Hall? He designed the bridge. Would you contact the person listed below, Raimie Pierce, and see what else should be included in the letter?

Nancy

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

From: Cliff_Hall@URSCorp.com [mailto:Cliff_Hall@URSCorp.com]
Sent: Tuesday, October 24, 2006 7:32 PM
To: Nancy Cline
Subject: CEC Award Entry

Nancy,

We are planning on entering the Arapaho Road Bridge for a Texas Council of Engineering Companies Award. One of the requirements is to have permission from the client to enter the project. We will provide a copy of the submission when we complete it next week.

Could you please provide a letter providing permission to submit the Arapaho Road Bridge project for this award. I will need to receive it by Monday, October 30, so if it is easier to copy to a pdf and e-mail that would be great. Please contact Raimie Pierce if you need additional information (972.206.6980). Thanks for your help.

Cliff R. Hall, P.E.
Vice President
Engineering Manager
URS Corporation
3010 LBJ Freeway, Suite 1300
Dallas, Texas 75234
Main: 972.406.6950
Direct: 972.406.6976
Fax: 972.406.6951

This e-mail and any attachments are confidential. If you receive this message in error or are not the intended recipient, you should not retain, distribute, disclose or use any of this information and you should destroy the e-mail and any attachments or copies.

ARAPAHO II/III DWU



June 2, 2004

Mr. Luke Jalbert, Project Manager
The Town of Addison
16801 Westgrove Drive
Addison, Texas 75001-9010

Re: Design Review Comments for Lowering of 60-inch Water Main
Arapaho Road Extension from Surveyor to Addison Road
DWU Contract No. 03-167F

Dear Mr. Jalbert,

Dallas Water Utilities received on May 20, 2004 a faxed set of detail design plans from Grantham & Associates for the lowering of the 60-inch water main at approximate Pav. Sta. 74+00 of the subject project.

DWU has the following review comments for the detail plans.

1. Please change pipe from Class 110 to Class 150.
2. Please provide a plan for testing of the new main including plugging method, test pressure, restraining, and blocking.
3. Please include an appropriately sized blow off valve and access manhole.
4. Please indicate the type and location of the closure section(s).
5. Please indicate that the 45°/22.5° bends are combined angle bends and label the combined angle on the plans.
6. Please show the location of the thrust blocking in both plan and profile.
7. Please provide a schedule for tying-in the lowered section of the 60-inch main. The time schedule must include dewatering the main.
8. Please reference the original Gifford-Hill/Hanson shop drawings for the 60-inch main leading into the Beltwood Pump Station.

Please incorporate these comments into the design. Please send final design plans to DWU for review when available.

If you have any questions or require any additional information please feel free to call Raymond Keppta, the Project Engineer assigned to this project at (214) 671-9531.

Sincerely,

Erick Steitle
Relocation Section, Interim Manager
Dallas Water Utilities

cc: K. Curry, Grantham & Associates/
R. Galceron, DWU Distribution/
P. Fitzwilliams/File

Water Utilities Department

Engineering Services-Relocations · 2121 Main Street, Ste. 400 · Dallas, Texas 75201 · 214/671-9523 · Fax 214/243-1110

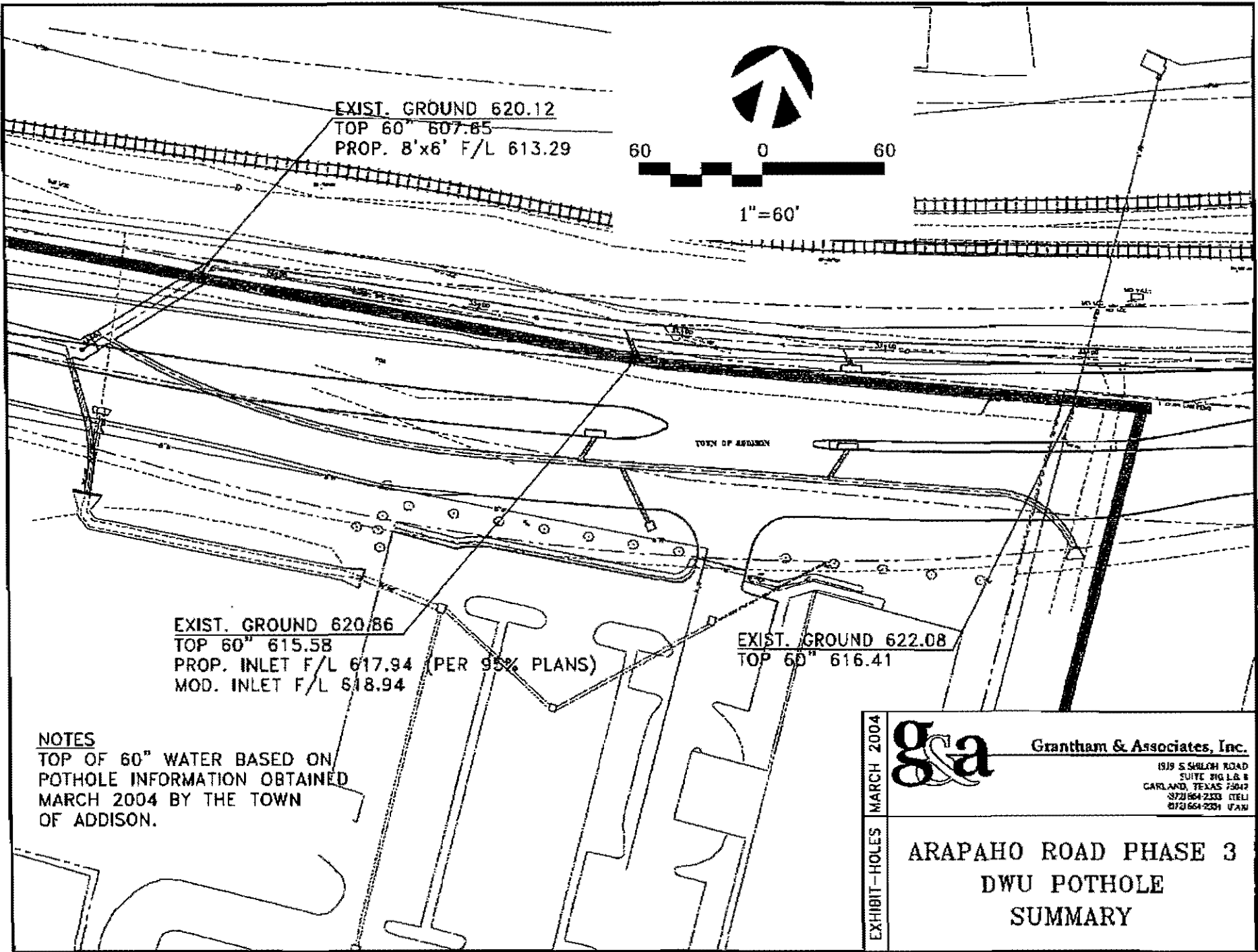

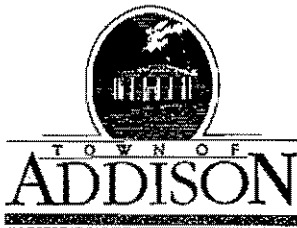


EXHIBIT-HOLES	MARCH 2004	 Grantham & Associates, Inc. 1919 S. SHELTON ROAD SUITE 210 L & B GARLAND, TEXAS 75042 (972) 864-2333 (TELE) (972) 664-2201 (FAX)
	ARAPAHO ROAD PHASE 3 DWU POT HOLE SUMMARY	



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

Addison 50!

50 YEARS OF FUN!

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

16801 Westgrove

6 February 2004

DWU
Peter Fitzwilliams, P.E.
Program Manager
Engineering Services
2121 Main Street
Suite 400
Dallas, TX 75201

SUBJECT Arapaho Road Extension, Town of Addison, Texas

Dear Mr. Fitzwilliams:

Please accept the attached Arapaho Road Extension plans dated February 6, 2004. These plans have been prepared by HNTB and URS Engineers as the 90 percent complete set of plans which are being submitted to you and your staff for final review. You will find that the Town of Addison has met all guidelines and clearance requirements requested by Dallas Water Utilities staff.

Based on our City Attorney's conversations with Dallas Assistant City Attorney Larry Scalf, it is our understanding that these 90 percent plans are sufficient to allow for the Interlocal Agreement to go before the Dallas City Council for consideration during a regularly scheduled meeting in the month of March 2004.

Please feel free to contact me, or any member of my staff, with questions and concerns; and we will connect you with the appropriate engineering personnel. Thank you in advance for your prompt attention to this project.

Sincerely,

Michael E. Murphy, PE
Director of Public Works

Steve Chutchian

From: Luke Jalbert
Sent: Wednesday, January 28, 2004 9:52 AM
To: Steve Chutchian; Jim Pierce; Mike Murphy
Subject: FW: DWU

Below is an email from Katura. Apparently Eric Steitle got a promotion, and now has several engineers under him. The new contact for the project engineer for us is given below.

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

From: K Curry [mailto:kcurry@gra-ce.net]
Sent: Wednesday, January 28, 2004 9:50 AM
To: Luke Jalbert
Subject: DWU

Luke,
The new contact (project engineer under Erick Steitl) at DWU is Raymond Keprta. His phone is (214)671-9531. He is just coming up to speed on the project, but he is another contact to get answers from. He has already responded to my questions, so that is good.

Katura

Katura Curry, P.E.
Grantham & Associates, Inc.
Tel (972) 864-2333
kcurry@gra-ce.net



CITY OF DALLAS

May 2, 2003
Mr. Luke Jalbert
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001-9010

Re: Arapaho Road Extension
DWU Contract No. 03-167F, key #609

Dear Mr. Jalbert:

In track with a letter written in March 2003 and addressed to the Town of Addison from Dallas Water Utilities, DWU has determined existing water facilities require adjustment to proposed grade for the subject project. DWU requests a Joint Construction Contract between Town of Addison and City of Dallas Water Department to include DWU construction in advance of proposed paving. DWU will complete all water design in-house. Please forward the most recent preliminary plans and base map CAD files electronically to aid DWU in completing designs as quickly as possible. DWU will provide Bid Item descriptions, Contract Specifications, and Special Provisions for the DWU portion of the project to be incorporated in Addison's Contract to be advertised in November 2003.

If you have any questions or require additional information please feel free to call Erick Steitle, the Project Engineer assigned to this project at (214) 671-9527.

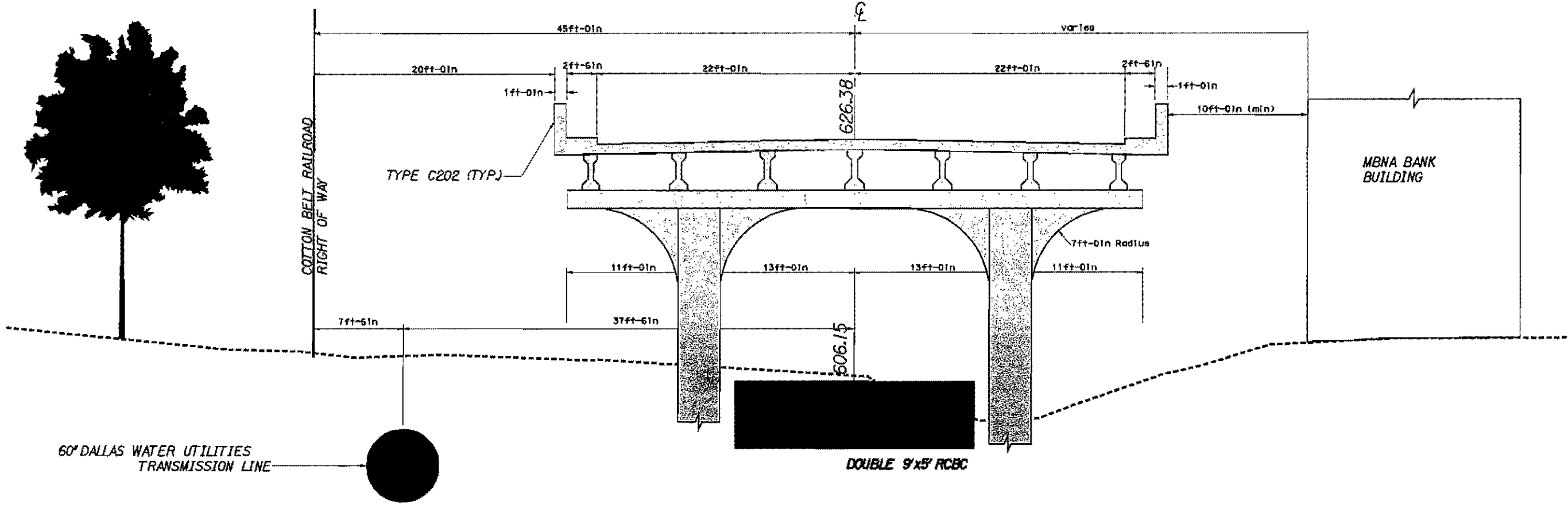
Sincerely,

A handwritten signature in black ink, appearing to read 'Erling Holey' with a date '5/2/03' written to the right.

Erling Holey
Interim Program Manager, Engineering Services

c: E. Holey/M. Ramirez/E. Steitle/File

TYPICAL SECTION
Elevated Structure - West of Midway
STA 52+50

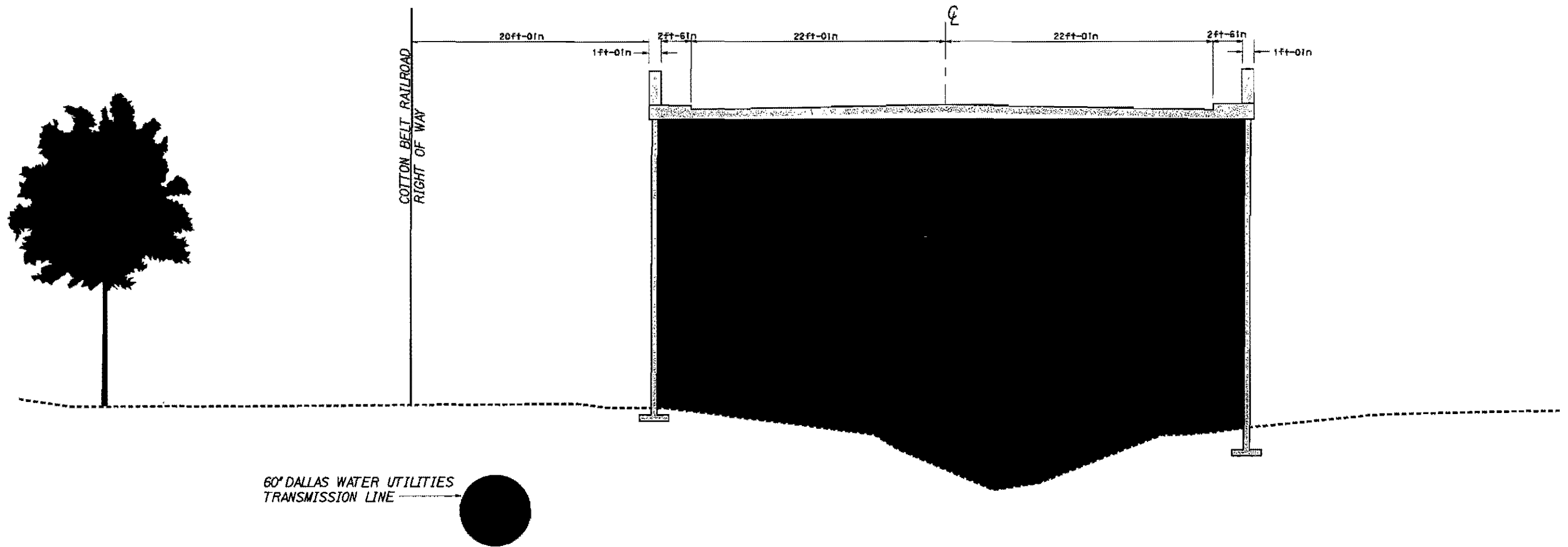


(Present Alignment)

Alignment to propose to DWU 3-23-99

3-22-99

TYPICAL SECTION
Elevated Roadway - East of Midway
STA 63+00



(Present alignment)

Alignment to propose to DWU - 3-23-99

3-22-99

TOWN OF
ADDISON

Faxed

PUBLIC WORKS

To: Bruce Grantham

From: James C. Pierce, Jr., P.E., DEE
Assistant City Engineer
Phone: 972/450-2879
FAX: 972/450-2834

Company: GBW

FAX #: 972-840-2156

Date: 3-23-99

16801 Westgrove
P.O. Box 9010
Addison, TX 75001-9010

of pages (including cover): 3

Re: Arapaho Rd II/III

Original in mail Per your request FYI Call me

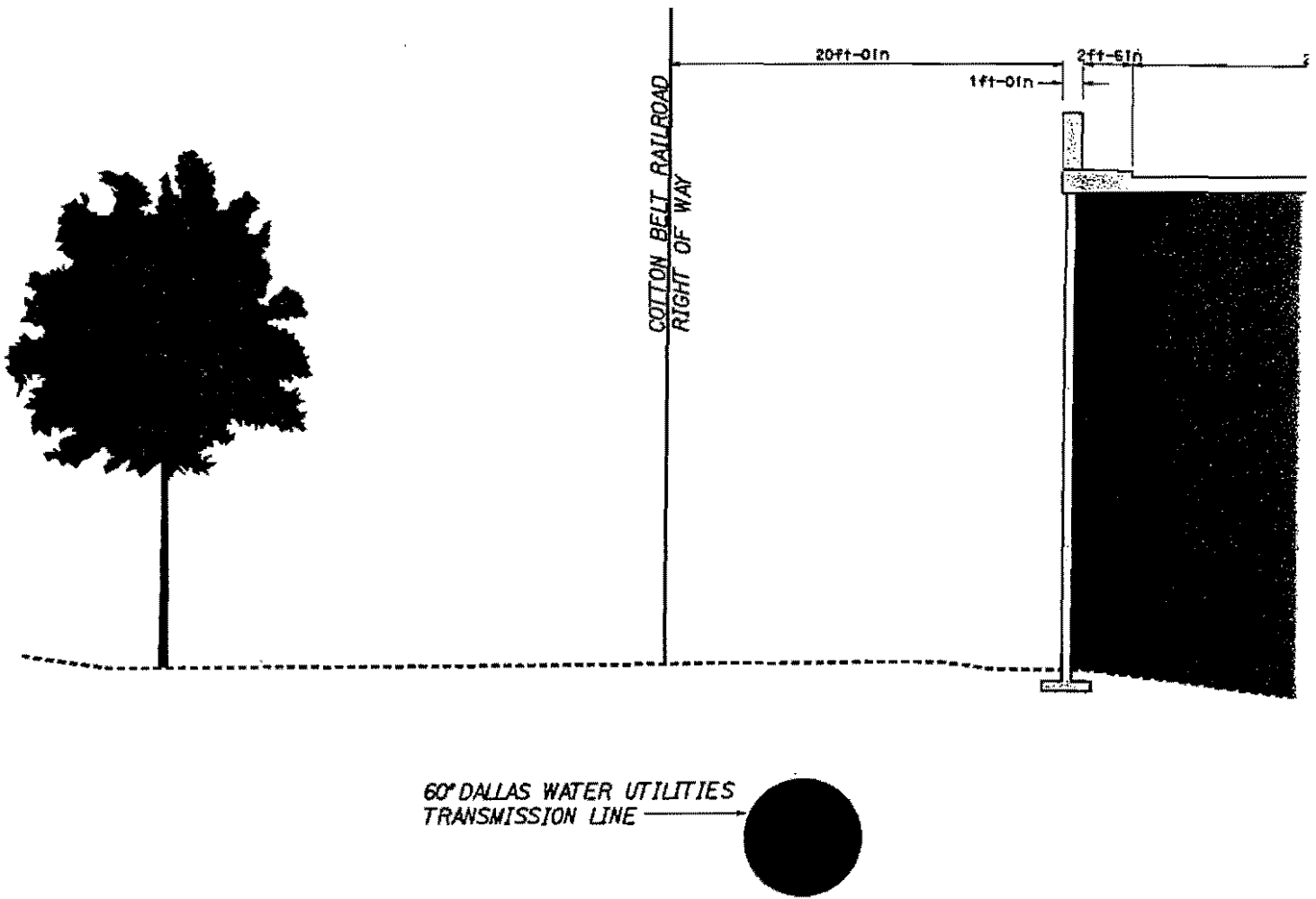
Comments: Attached shows alignment we want to go forward with to DWU. Sissy brought these drawings over last night (I am only faxing 1/2 of each drawing). I told Sissy by voice mail of our approval.

We have also approved the revised alignment so we can now get metes & bounds for the railroad property.

Jim

Sta 63+00

TYPICAL
Elevated Roadway
STA

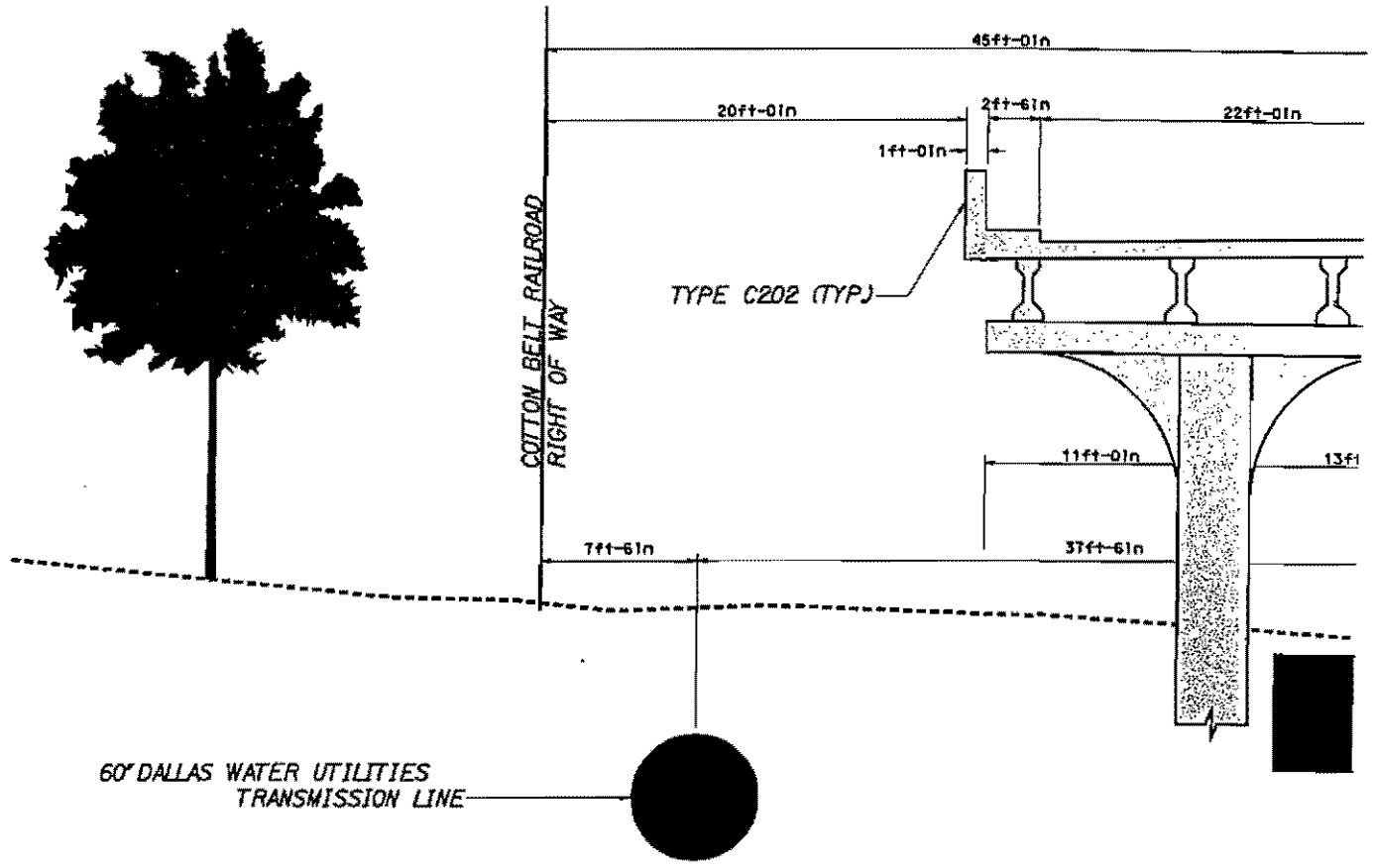


(Present alignment)

Alignment to propose to DWU - 3-23-

Sta 52+50

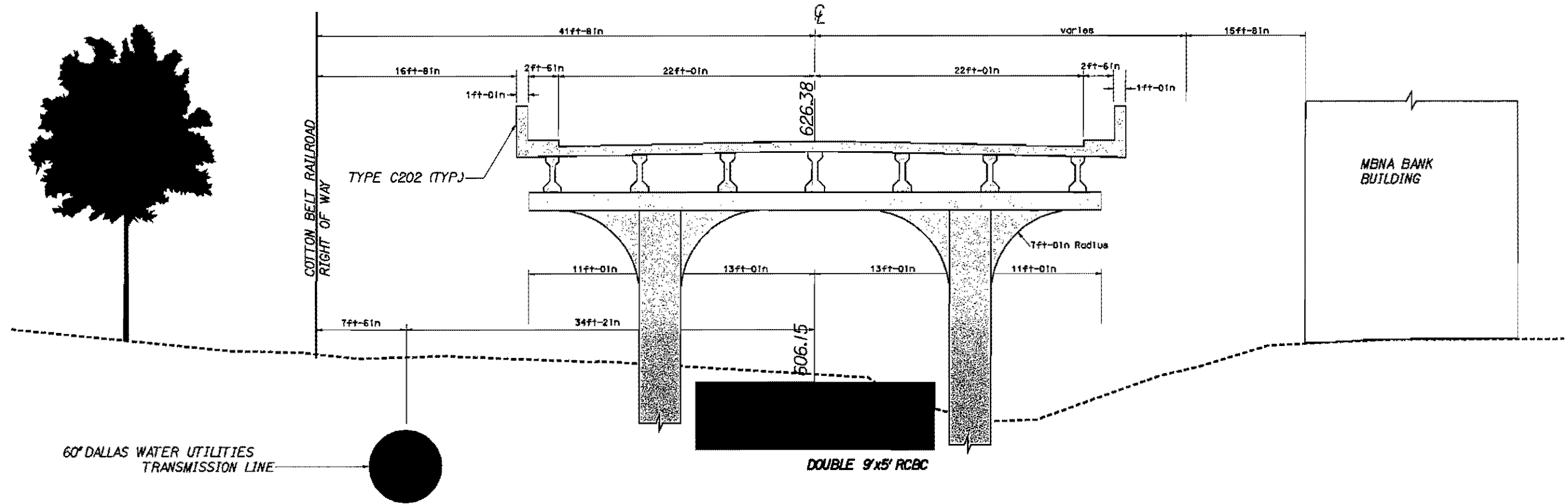
TYPICAL
Elevated Structure
STA 5



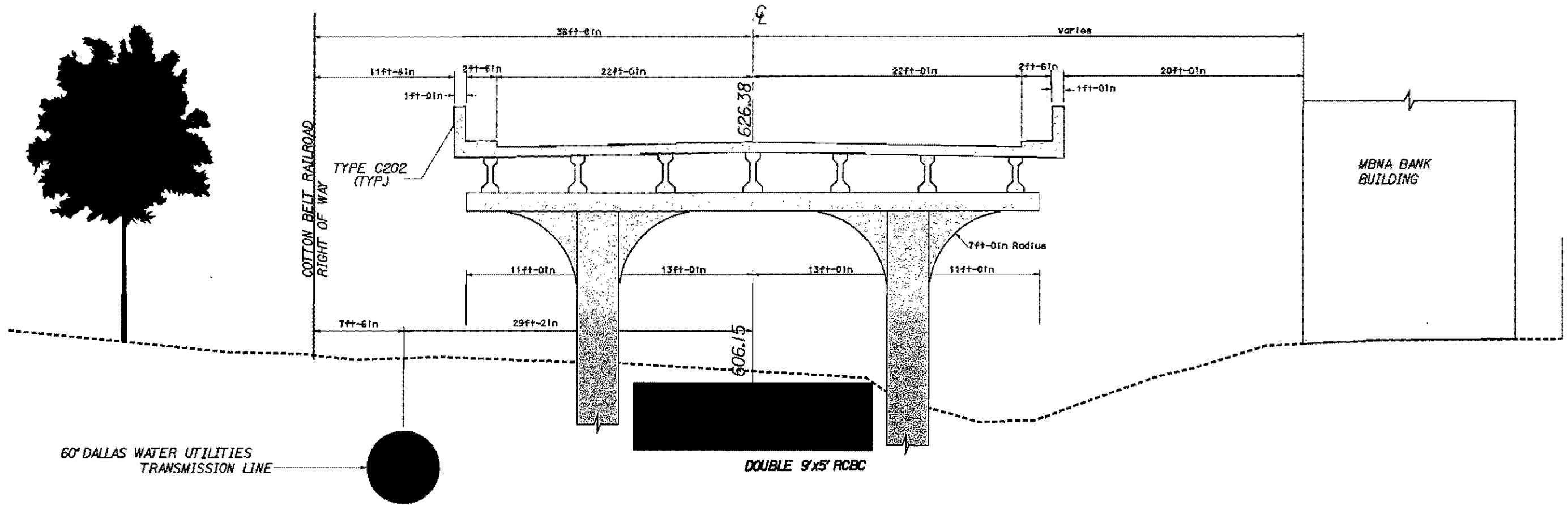
(Present Alignment)

Alignment to propose to DWU

TYPICAL SECTION
 Elevated Structure - West of Midway
 STA 52+50



TYPICAL SECTION
Elevated Structure - West of Midway
STA 52+50





City of Dallas
Property Management

FAX COVER PAGE

Date: June 5, 2002 (4:45PM)

If there are any problems with the receipt of the documents, call the sender directly at the number below or (214) 948-4100.

Number of total pages in this transmission: **10**

TO: Pat Haggerty FAX #: 972 248 0230

FROM: Orlando Alameda
Senior Real Estate Specialist FAX #: 214-948-4083

ALTERNATE #: 214-948-

email: oalamed@ci.dallas.tx.us PHONE #: 214-948-4159

SUBJECT: Log #25877
Arapaho Rd. Easement
Field Note Revisions

COMMENTS:

Please have your surveyor make the requested revisions to the field notes. Call me with any questions. Thanks.

320 E. JEFFERSON BLVD.

DALLAS, TEXAS

75203

214-948-4100

***** CONFIDENTIALITY NOTICE *****

This Fax Cover Sheet and the documents, if any, accompanying it, contain confidential information which is legally privileged. The information is intended only for the use of the recipient named above. If you have received this fax in error, please immediately notify us by telephone to arrange for return of the original documents to this office. You are hereby notified that any disclosures, copying, distribution or the taking of any action in reliance on the contents of this fax information is strictly prohibited!

Memorandum**RECEIVED**

JUN 05 2002

PROPERTY MANAGEMENT



CITY OF DALLAS

Page 1 of 2

DATE June 4, 2002

TO Orlando Alameda
Property Management DepartmentSUBJECT Arapaho Street Dedication of Roadway Easement
Log No. 25877 Block No. A Lot 1

We have reviewed the one (1) set of field notes for the subject project and find the following revisions need to be made prior to approval:

The **BASIS OF BEARING** reference "...THE NORTH RIGHT OF WAY LINE OF CENTRION WAY, CALLED S 89° 51' 55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED..." **SHOULD BE** "...THE NORTH RIGHT OF WAY LINE OF CENTRION WAY, CALLED S 89° 51' 55" E, ACCORDING TO THE FINAL PLAT OF LOT 3 SURVEYOR ADDITION, ADDISON WEST INDUSTRIAL PARK, RECORDED...".

The **HEADING** paragraph should tell the type of conveyance for which the tract is being described, i.e. water easement, wastewater easement, corner clip, **roadway easement dedication** etc. Include proposed width and area.

Delete **PROPOSED** from the survey plat.

The survey plat has "... (VARIABLE R. O. W.) AUGUST 5, 1958 VOL. 4942, PG. 629" should be "... (VARIABLE R. O. W.) AUGUST 5, 1958 VOL. 90012, PG. 3386"

Each page of multiple pages must be referenced to each other, with page number plus total number of pages included, i.e. **Page 1 of 3**.

The survey plat needs to label **two (2) controlling monuments**.

The metes and bounds description needs a **LOCATOR MAP** on plain 8 1/2" X 11" sheet of paper, no logo and no page reference necessary.

We are forwarding a **RED-UP** copy of the field notes and a **FIELD NOTE CHECKLIST** to assist with the revisions.

Please make these changes and all necessary changes to the field notes.

(Continued)

Page 2 of 2

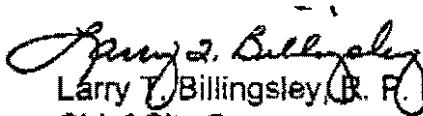
DATE June 4, 2002

TO Orlando Alameda
Property Management Department

SUBJECT Arapaho Street Dedication of Roadway Easement
Log No. 25877 Block No. A Lot 1

We will need to review two (2) original copies of revised field notes and accompanying survey plat submitted on plain 8 ½" X 11" white bond paper, signed, sealed and dated by a Registered Professional Land Surveyor.

If you have any questions or need further assistance, please contact Patrick Pippin or Terry D. King at 214-948-4144 in Room 318 of the Oak Cliff Municipal Center.


Larry T. Billingsley, B. F. L. S.
Chief City Surveyor

DMK
TDK/ik
Memos/25877DC.

Parcel 4
Field Note Description *Roadway Easement*
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.0256 acre (1,114 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 19.01 acre tract of land conveyed to the City of Dallas as evidenced by deed dated August 5, 1958 and recorded in Volume 4942, Page 629 of the Deed Records of Dallas County, Texas, also being a portion of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison as evidenced by plat dated August 2, 1989 and recorded in Volume 90012, Page 3386 of said Deed Records, said 0.0256 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod found for the common Northwest corner of said Lot 1, Southwest corner of a roadway easement dedicated by said plat of Beltwood Reservoir, and Southeast corner of a 60 foot wide right of way dedication as evidenced by the plat of Addison Restaurant Park, an addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records, said point also being in the East line of said Addison Restaurant Park, and the East line of a called 4.1525 acre tract conveyed to Heritage Inn Number XIII dated January 24, 1997 and recorded in Volume 97018, Page 00073 of said Deed Records;

THENCE, NORTH 80°11'36" EAST (called SOUTH 80°49'50" WEST), departing said lines and along the common North line of said Lot 1 and South line of said roadway easement, a distance of 10.82 feet (called 10.57 feet) to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;

THENCE, NORTHEASTERLY, continuing along said common line and along the arc of said curve having a radius of 1,270.00 feet, a central angle of 4°22'46", a chord bearing North 78°00'13" East for 97.05 feet, for an arc distance of 97.07 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

PARCEL 4 - ARAPAHO ROAD PROJECT

Roadway Easement

THENCE, SOUTH 66°22'04" WEST, departing said common line and along said proposed South right of way line of Arapaho Road, a distance of 30.71 feet to a 5/8 inch iron rod set for the point of curvature of a tangent curve to the right;

THENCE, SOUTHWESTERLY, continuing along said line and the arc of said curve having a radius of 1,177.92 feet, a central angle of 4°03'26", a chord bearing South 68°23'47' West for 83.39 feet, for an arc distance of 83.41 to a 5/8 inch iron rod set in the common West line of said called 19.01 acre tract and East lines of said Addison Restaurant Park and said called 4.1525 acre tract;

THENCE, NORTH 00°12'19" EAST (called SOUTH 00°49'37" WEST), along said common line, a distance of 21.00 feet to the **POINT OF BEGINNING**;

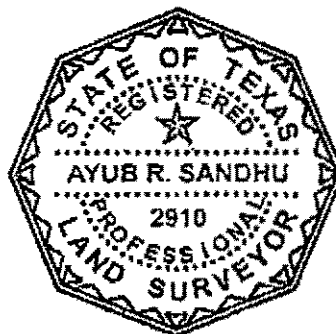
CONTAINING an area of 0.0256 acres or 1,114 square feet of land within the metes recited.

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

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

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



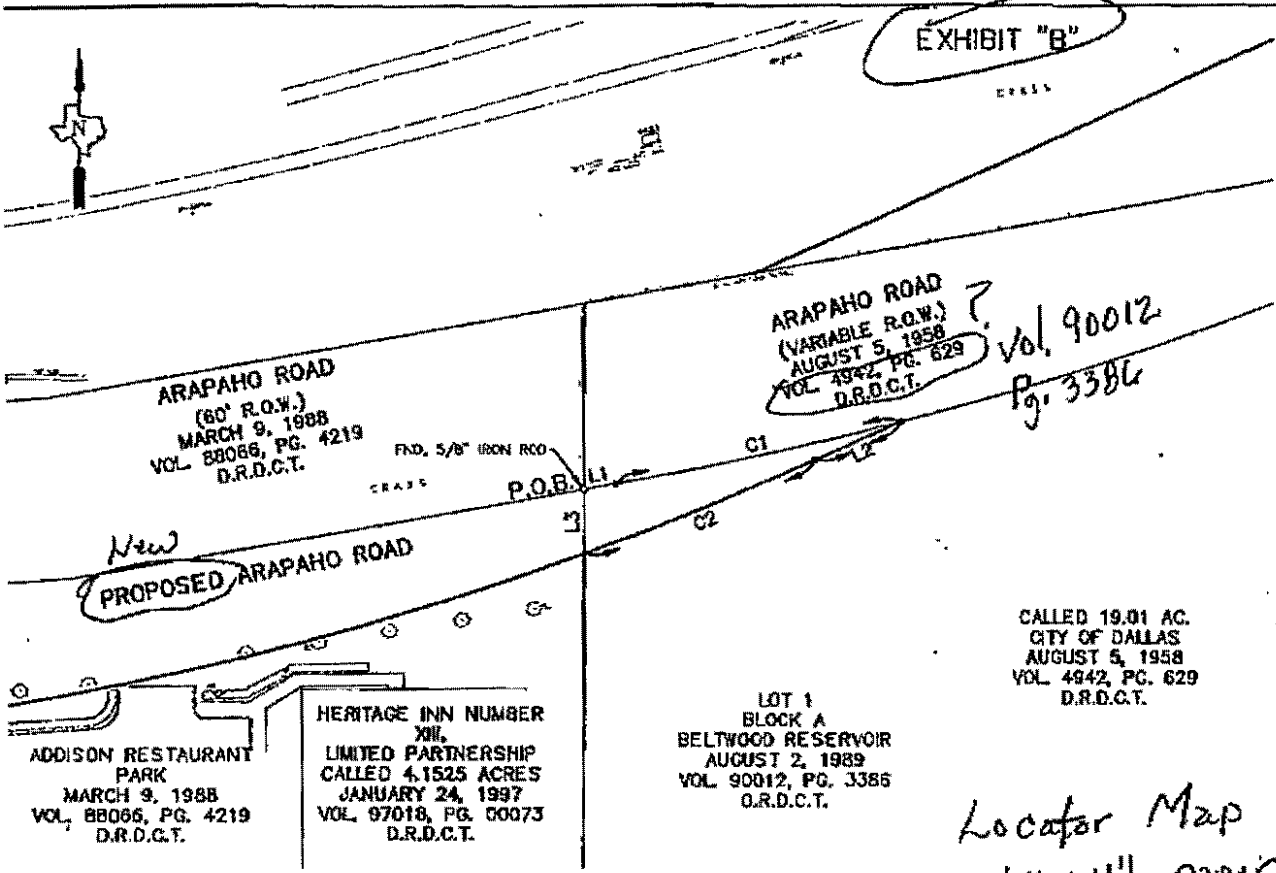
T-241 P.06/10 F-775
 2149494093
 FROM-PROPERTY MANAGEMENT
 16:45
 06-05-02

Delete

EXHIBIT "B"

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	N 80°11'38" E	S 80°49'50" W	10.82'	10.57'
L2	S 66°22'04" W	-	30.71'	-
L3	N 00°12'19" E	S 00°49'37" W	21.00'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	4°22'48"	1270.00'	97.07'	N 78°00'13" E - 87.05'
C2	4°03'28"	1177.92'	83.41'	S 68°23'47" W - 83.39'



EDWARD COOK SURVEY
 A-326

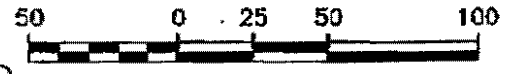
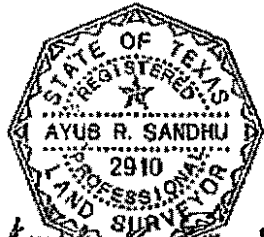
Label two C2s controlling Monuments

Locator Map on 8 1/2" x 11" paper

Roadway Easement
 PARCEL 4
 A PLAT OF A
 0.0256 ACRE (1,114 SQ. FT.)
 TRACT OF LAND
 IN THE EDWARD COOK SURVEY
 ABSTRACT NO. 326
 TOWN OF ADDISON
 DALLAS COUNTY, TEXAS

NOTES:
 ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.
 ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.
 A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

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



GRAPHIC SCALE
 1 INCH = 50 FT.

Pg. 3 of 3

*Ayub R. Sandhu
 11-12-99*

06-05-02 16:45 F-01-01-EM 408

sufficient monumentation is provided. However, there may be exceptions and situations where all of the easement corners must be monumented as determined by the City of Dallas. All metes and bounds descriptions prepared for easements shall be tied to physical monuments of record related to the boundary of the affected tract.

Temporary Work Spaces

Temporary work spaces will require a metes and bounds description, when a temporary work space is prepared to accompany and adjoin a permanent easement. The guidelines for easements will be used for temporary work spaces.

The following checklist is provided for your convenience.

Field Note Checklist

For your help in field note submittal to the Survey Services Section of the Public Works and Transportation Department, have you included the following where applicable:

Revise Two (2) sets of signed, sealed and dated field notes of the R.P.L.S. who prepared description.

Part One (1) - Heading

Revise Type of conveyance.

Revise City lot and block number or adjacent block numbers.

Revise Name of effected roadway, creek, project, etc.

Part Two (2) - General Description or Statement

OK Area described by field notes (must be in square feet if less than 1 acre).

OK Current record owners name.

- OK Type of conveyance instrument (Deed of Trust not acceptable).
- Revise Copy of recorded instrument attached.
- OK Recording information - V & P. cause number, execution date, etc.
- OK Survey name, abstract number.
- Revise Subdivision name, lot and block designation and county land records recording information. Copy of subdivision map must be supplied with recording information.
- Revise Official City of Dallas lot and block numbers (sometimes different from Addition Plat numbers).
- OK City, County and State.

Part Three (3) - Body, Principle, or Particular Description

- NA Point of Commencing.
- Revise Point of Beginning.
- OK Iron rods or monuments set or found noted (size, type, with plastic cap stamped R.P.L.S. # or company name).
- Revise Basis of Bearing to an identifiable line.
- OK Curve data, direction left or right., tangent or non-tangent, with all significant elements.
- OK Adjoining properties - Any adjoining property calls must have recording information, with copies of recorded deeds attached.
- OK Any easements, covenants, licenses, etc., that tract is "Subject To" included in description and shown on sketch. Note: Recorded copies of instrument must be furnished.
- OK Seal, signature and date of R.P.L.S. who prepared description.

Revise Tract #1 or Tract #2 (where applicable)

Revise Page reference.

OK Mathematical closure.

Part Four (4) - Sketch, Plat or Map

OK Current ownership labeled as called in field notes.

OK All bearings and distances as referred to in field notes, noting Differences in record and measured.

Revise P.O.B. and/or P.O.C. shown.

Revise Ownership or Addition name of all adjoined properties called in field Notes (Vol. & Pg.).

OK Legend or symbols for monuments found or set.

OK Graphic scale noted.

OK North reference.

Revise Notation for basis of bearings (Vol. & Pg.) With controlling monuments,
Indicating size and type, shown. *Label Two 7*

OK Area notation in square feet or acres of prepared description.

OK Seal, signature and date of R.P.L.S. who prepared description.

Revise Page Reference.

OK Identify specific purpose areas shown on the plat (detention area, escarpment areas, floodway easement, park and common areas, etc.).

OK Corporation (City Limits) and County Lines, where applicable.

OK Easements-show and identify all easements with width, use and Ownership (where applicable).

OK

All curve elements are shown, including central angle, radius, arc Length, chord bearing and distance. Identify non-tangent curves.

Needs

Part Five (5) - Locator Map

Revise Recognizable streets.

Revise Effected parcel shaded or hatched.

Revise Legend

Revise North Arrow

Michael Murphy

From: Michael Murphy
Sent: Wednesday, January 15, 2003 10:41 AM
To: 'rstalnak@dwu.ci.dallas.tx.us'
Subject: Arapaho Road in Addison - DWU 60 inch water main

Randy,

I can only imagine how busy you and your staff must be with all of the recent departures in the Water Department.

I am very concerned over a recent change in course as it relates to the extension of Arapaho Road in Addison. As you know, we have been working with DWU since 1999 on construction of Arapaho Road in Addison and the protection of a 60 inch DWU water main. The Town has spent literally millions of dollars on this extension, some of which was used to purchase ROW from DWU behind the Beltway Pump Station and reservoir, so DWU should be intimately familiar with the alignment and extension.

With the assurances from the DWU staff, we have moved forward with ROW acquisition, roadway alignment and bridge design with a final decision of whether the footings of the bridge were to be 3 feet or 5 feet away from the water main as the only pending concern. You can only imagine my disbelief when one of my engineers informed me that DWU is now requesting that we relocate our bridge or pay to relocate the 60 inch water main, both of which are unacceptable and completely contradictory to any discussion we have had over the past 4 years. I have been unable to get explanations of any kind regarding the sudden change after several years and several meetings and conversations.

Obviously the Town is very concerned about the implications of this decision. However, I am confident that our engineering staff and DWU's staff can get together on a solution that will insure the protection and maintenance regarding bridge construction and location as they relate to the 60 inch water main.

Any help or direction you can provide would be greatly appreciated.

Mike

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

URS

Facsimile

To: STEVE CHUTCHIAN

Firm: ADDISON

Facsimile: 972.450.2837

From: CLIFF HAN

Date: 1/14/03

Page 1 of : 3

Subject: ARAPAHO RD BRIDGE

Message: STEVE,

NOTES ON DWU MEETINGS
FOR YOUR INFO.

CC: _____

URS Corporation
3010 LBJ Freeway, Suite 1320
Dallas, TX 75234
Tel: 972.406.8950
Fax: 972.406.8951
www.urscorp.com

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URS**Memorandum**

Date: January 14, 2003

To: Steve Chutchian, P.E.

From: Cliff R. Hall, P.E. 

Subject: *Arapaho Road Bridge -- Meetings with DWU*

The following is a chronology of meetings regarding the discussions we had relative to Arapaho Road, bridge and roadway, with respect to Dallas Water Utilities' (DWU) 60" water main taken from my notes and recollections

Date: November 30, 2002

Location: Addison Service Center

Attendees: Addison, DWU, HNTB, URS

- HNTB and URS presented to DWU the Arapaho Road project and the issues of the closure of the retaining wall and bridge to DWU's 60" water main.
- Discussion ensued regarding the limits that the retaining wall and bridge foundations could be constructed, in relation to the water main.
- DWU advised that drilled shaft foundations needed to maintain a 3 ft clear dimension from the outside of the water main.
- DWU was concerned about the retaining wall being too close to the pipe (about 8 to 10 ft) as it would cause additional pressure on the pipe and a break in the pipe could wash out the retaining wall.
- HNTB discussed the use of soldier piles or a drilled shaft retaining wall to alleviate the above concern. DWU was agreeable to this solution, provided the 3 ft clear limitation was followed.

Date: December 8, 2002

Location: Addison Service Center

Attendees: Addison, HNTB, URS

- HNTB and URS presented options for addressing the issue of the 60" water main.
- For the bridge, URS presented straddling the water main with a footing, relocating the water main and moving the sidewalk outside of the arch to push the drilled shaft farther away from the water main. Addison recommended pursuing the latter.



- For the retaining wall, HNTB proposed a cantilevered and removable sidewalk. They also proposed using the box culvert as a "footing" for the retaining wall.
- It was decided that URS and HNTB should meet with DWU to discuss the options and get approval from DWU for an 8 ft sidewalk partially overhanging the pipe 17 to 20 ft above the ground at the arch bridge section and for the removable sidewalk at the retaining wall section..

Date: December 12, 2002
Location: HNTB's office
Attendees: HNTB, URS, DWU

- HNTB and URS presented DWU options for the retaining wall and bridge as discussed in the December 8 meeting.
- DWU advised that the retaining wall option with removable sidewalk was acceptable. DWU advised that the sidewalk on the bridge could overhang the pipe if it was also removable.
- DWU advised that they might just want to relocate the watermain themselves. DWU advised that the watermain could be relocated before Arapaho Road construction commenced. DWU also advised the approximate cost of \$1.5 million dollars that they could afford to relocate the main.

Date: January 9, 2003
Location: Addison Service Center
Attendees: Addison, HNTB, URS, DWU

- DWU advised that they could not allow vertical construction in their easement.
- DWU proposed two options to Addison: 1) move the roadway to the south outside of their easement or 2) pay for the relocation of their water main.
- DWU estimated the cost of a new water main (not including pavement replacement, easements or ROW cost) at about \$2.5 million.
- DWU advised that this decision was made by management and the DWU representatives at the meeting could not change it. DWU advised that Charlie Stringer and Chuck Mumm were responsible for the decision.
- HNTB questioned why roughly 20 ft of easement would not be sufficient for maintaining the water main. DWU's response was that new construction requires a 60 ft easement for this size pipe and DWU's current requirements will not allow them to accept vertical construction on their current easement.

This deed is delivered and accepted subject to any and all valid restrictions and/or encumbrances affecting said property as the same appear of record
TO HAVE AND TO HOLD the above described premises, together with all and singular the

rights and appurtenances thereto in anywise belonging unto the said
W. H. Caldwell and Nevada T. Caldwell, their
 heirs and assigns forever and I do hereby bind myself, my
 heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises
 unto the said **W. H. Caldwell and Nevada T. Caldwell, their**

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
 part thereof.

WITNESS my hand at **Dallas, Texas**
 this **20th** day of **July** **1960,**

~~XXXXXXXXXXXXXXXXXXXX~~

Priscilla Smith

SINGLE ACKNOWLEDGMENT

**THE STATE OF TEXAS,
 COUNTY OF DALLAS**

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Priscilla Smith
 known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to
 me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this **20th** day of **July** A. D. 19 **60.**
 (L. S.) *Priscilla W. Smith* **Dallas** County, Texas
 Notary Public in and for

Filed for Record on the _____ day of _____ A. D. 19 _____ at _____ o'clock _____ M.
 Duly Recorded this the _____ day of _____ A. D. 19 _____ at _____ o'clock _____ M.
 Instrument No. **145224** ED. H. SILLGER, County Clerk
 Dallas County, Texas
 By _____ Deputy

145224...\$9.00

THE STATE OF TEXAS)
 COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENTS:

That **WE, ARTHUR B. KROST and wife, RUTH KROST,** of the County of
 Dallas, and State of Texas, in consideration of the sum of **SIX HUNDRED AND**
NO/100 (\$600.00) DOLLARS to us in hand paid, the receipt of which is hereby
 acknowledged, and in consideration of the special benefits to be derived
 by our property, have granted and conveyed unto the City of Dallas, a
 municipal corporation, and by these presents do grant and convey unto the
 City of Dallas, a municipal corporation, a right-of-way under, in and along
 the hereinafter described property for the purpose of constructing and
 maintaining a city water main, said property described as follows, to-wit:

EASEMENT STRIP NO. 1 - 15 ft. Permanent Easement

BEING a strip of land 15 ft. in width by 257.3 ft. in length
 off the entire north side of that certain lot, tract or par-
 cel of land lying and being situated in the County of Dallas,
 and State of Texas, same being a tract of land containing
 4.755 acres out of the Howard Cook Survey, Abst. 325, and the
 E. Pike Survey, Abst. 478, fronting approximately 250 ft. a-
 long the north side of Belt Line Road beginning approximately
 1030 ft. easterly along the north right-of-way line of Belt
 Line Rd. from the center line of Dooley Rd., said tract ex-
 tending from Belt Line Rd. northerly to the St. Louis South-

Approved as to Engineering
City of Dallas
DALLAS CITY WATER WORKS

Western Railroad Right-of-Way, and being that certain property conveyed to Arthur N. Knott by Harry Hall et al, Raymond Bell by a deed dated Nov. 20, 1946, recorded in Vol. 2750, Page 309, Deed Records of Dallas County, Texas, said 15 ft. easement strip lying south of, adjacent and parallel to the north property line of said property, same being the south line of the St. Louis Southwestern Railroad Right-of-Way, extending from the west property line of said property, westerly a distance of 257.3 ft. to the east property line of said property, same being the west property line of a tract owned by the City of Dallas.

TEMPORARY 50 Ft. Working Easement

BEING a strip of land 50 feet in width lying adjacent and parallel to the south side of the permanent easement described above.

This deed is being executed for the purpose of confirming the Judgment entered by County Court of Dallas County at Law No. 1, Dallas County, Texas, in Cause No. 13125-A, styled CITY OF DALLAS v. ARTHUR N. KNOTT, ET UX, in which Judgment an easement, under over and in the above described property was vested in the City of Dallas.

The owners of said property, their successors and assigns shall have the right to continue using the surface of said easement for the use

- 2 -

to which it is now being put and for such other and further uses that they may desire to make of said property including the right to fence said easement, so long as said use will not be inconsistent with the right of the City of Dallas for ingress and egress and for the operation and maintenance of said water main. The right of the owners, their successors and assigns to construct and maintain a railroad spur or drives across said easement shall not be deemed to interfere with the City of Dallas' operation and maintenance of said water main. The City of Dallas shall not have the right to fence or enclose said easement.

TO HAVE AND TO HOLD the above described property unto the City of Dallas for the purposes hereinbefore provided, and the said City of Dallas shall also have the right to go upon the same for the purpose of inspecting or repairing said water main. That all expenses in the construction and maintenance of said water main shall be borne by the said City of Dallas, but that the consideration herein expressed represents full and adequate consideration for the right-of-way granted, together with any and all damages that may be incident to the construction and installation of said main. Nothing in this easement shall be construed as a waiver by the City of Dallas of any connection charge or charges imposed by ordinance or the Charter of the City of Dallas.

In Testimony Whereof, witness our hands, this the 19th day of July, A.D., 1960.

Arthur N. Knott
ARTHUR N. KNOTT
Ruth Knott
RUTH KNOTT

5146
334

Notary Public
 Given under my hand and seal of office this 31st day of June A. D. 1959
 Notary Public in and for Dallas County, Texas

Filed for Record on this 13 day of July A. D. 1959 at 10:00 o'clock P.M.
 Duly Recorded on this 13 day of July A. D. 1959 at 10:00 o'clock P.M.
 Instrument No. _____ Dallas County, Texas

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

That Mr. M. J. SINDIK and wife, VIVIAN SINDIK
 of the County of Dallas, and State of Texas, in consideration of the sum of One (\$1.00) Dollar,
 to us in hand paid, the receipt of which is hereby acknowledged,
 and in consideration of the special benefits to be derived by us property, have granted and conveyed unto
 the City of Dallas, a municipal corporation, and by these presents do grant and convey unto the City of Dallas,
 a municipal corporation, a right-of-way under, in and along the hereinafter described property for the purpose
 of constructing and maintaining a city water main and appurtenances
~~within~~ said property described as follows, to-wit:

Being a strip of land 15 ft. in width by 163 ft. in length off the entire north side of
 that certain lot, tract or parcel of land lying and being situated in the County of
 Dallas and State of Texas, same being a tract of land containing three acres out of the
 Edward Cook Survey, Abst. 326, fronting approximately 163 ft. along the north side of
 Belt Line Road beginning approximately 085 ft. easterly along the north right-of-way
 line of Belt Line Road from the centerline of Doolley Road, said tract extending from
 Belt Line Road northerly to the St. Louis Southwestern Railroad Right-of-Way and being
 that certain property conveyed to grantors herein by Victor E. Kessler, et ux, by a deed
 dated Sept. 10, 1934, recorded in Vol. 4109, Page 481, Deed Records of Dallas County,
 Texas, said 15 ft. easement strip lying south of adjacent and parallel to the north
 property line of said property, same being the south line of the St. Louis Southwestern
 Railroad Right-of-Way, extending from the west property line of said property easterly
 a distance of 163 ft. to the east property line of said property, same being the west
 property line of the Arthur H. Knost property.

There is also granted the City of Dallas, its successors or assigns, the temporary working
space necessary for the construction and maintenance of said water main and appurtenances.

The water main and appurtenances to be constructed on the above easement shall be as shown
 on Plan 685W-540 on file in the office of Dallas City Water Works.

Grantors herein reserve for themselves, their heirs or assigns, the right, subject to
 review and approval of plans by the Superintendent of the Water Department of the City
 of Dallas, to construct roadways and railroad spur tracks over and across the easement
 herein granted and to make any other use of said easement which will not endanger the
water main constructed therein, other than the erection of buildings or other structures.

To have and to hold the above described property unto the City of Dallas for the purposes hereinbefore pro-
 vided, and said City of Dallas shall have the right to go upon the same for the purpose of repairing said

water main and appurtenances. ~~That~~ That all expenses in the construction
 and maintenance of said water main and appurtenances ~~shall~~ shall be at
 the expense of the said City of Dallas and in the construction of said water main and appurtenances

~~that~~ should said City of Dallas find it needful to remove any
 improvements now on above described property that such removal and the replacing of same shall be wholly
 at the cost of said City of Dallas. Nothing in this easement shall be construed as a waiver by the City of
 Dallas of any connection charge, or other charges imposed by ordinance, or the Charter of the City of Dallas.

In Testimony Whereof, witness our hand, this the 20th day of March

A. D. 1959

Approved _____
 SUPERINTENDENT
 DALLAS CITY WATER WORKS

M. J. Sindik
Vivian Sindik

Approved in form _____
 H. P. KUCERA, City Attorney
 Approved as to Engineering _____
 DALLAS CITY WATER WORKS

66226...02.00

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

That, LEWIS EARL FISCHER and wife, MARGARET FISCHER
of the County of Dallas, and State of Texas, in consideration of the sum of One (\$1.00) Dollar

to her in hand paid, the receipt of which is hereby acknowledged, and in consideration of the special benefits to be derived by her property, have granted and conveyed unto the City of Dallas, a municipal corporation, and by these presents do grant and convey unto the City of Dallas, a municipal corporation, a right-of-way under, in and along the hereinafter described property for the purpose of constructing and maintaining a city water main and appurtenances
~~water~~ said property described as follows, to-wit:

Being a strip of land 15 ft. in width by approximately 284 ft. in length off the entire north side of that certain lot, tract or parcel of land lying and being situated in the County of Dallas and State of Texas, same being comprised of two adjoining tracts out of the Edward Cook Survey, Abst. 326, one containing three acres and the other two acres, having a combined frontage of approximately 284 ft. along the north side of Belt Line Road beginning 601.6 ft. easterly along the north right-of-way line of Belt Line Road from the centerline of Doolley Road, said tracts extending from Belt Line Road northerly to the St. Louis Southwestern Railroad Right-of-Way and being that certain property described as Tracts 1 & 2 conveyed to grantors herein by Mary S. Vine, Independent Executrix of the Estate of Warren S. Vine, deceased, by a deed dated July 25, 1955, recorded in Vol. 4312, Page 540, Deed Records of Dallas County, Texas, said 15 ft. easement lying south of, adjacent and parallel to the north property line of said property, same being the south line of the St. Louis Southwestern Railroad Right-of-Way, extending from the west property line of said property, same lying approximately 602 ft. east of and parallel to the centerline of Doolley Road, easterly a distance of approximately 284 ft. to the east property line of said property, being the east property line of said Tract No. 2.

There is also granted the City of Dallas, its successors or assigns, the temporary working space necessary for the construction and maintenance of said water main and appurtenances.

The water main and appurtenances to be constructed on the above easement shall be as shown on Plan 685W-540 on file in the office of Dallas City Water Works

Grantors herein reserve for themselves, their heirs or assigns, the right, subject to review and approval of plans by the Superintendent of the Water Department of the City of Dallas, to construct roadways and railroad spur tracks over and across the easement herein granted and to make any other use of said easement which will not endanger the water main constructed therein, other than the erection of buildings or other structures.

To have and to hold the above described property unto the City of Dallas for the purposes hereinbefore provided, and said City of Dallas shall have the right to go upon the same for the purpose of repairing said water main and appurtenances. That all expenses in the construction and maintenance of said water main and appurtenances shall be at the expense of the said City of Dallas and in the construction of said water main and appurtenances

main should said City of Dallas find it needful to remove any improvements now on above described property that such removal and the replacing of same shall be wholly at the cost of said City of Dallas. Nothing in this easement shall be construed as a waiver by the City of Dallas of any connection charge, or other charges imposed by ordinance, or the Charter of the City of Dallas.

In Testimony Whereof, witness our hand and, this the 23rd day of March

A. D. 1952.

Lewis Earl Fischer
Margaret Fischer

Approved As to Engineering
[Signature]
DALLAS CITY WATER WORKS

Approved
[Signature]
SUPERINTENDENT
DALLAS CITY WATER WORKS

STATE OF TEXAS, County of DALLAS, in and for Dallas County, Texas, on this day personally

Notary Public
I, _____, do hereby certify that the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Witness my hand and seal of office this _____ day of _____, A.D. 19____.



Filed for record on the _____ day of _____, A.D. 19____, at _____ o'clock _____ M.
Duly Recorded this _____ day of _____, A.D. 19____, at _____ o'clock _____ M.
ED. H. STEGER, County Clerk

Instrument No. _____
By _____, Deputy

183201...\$2.00
FROM ALL NEW BY-TAXES PRESENTS:

That we, EARL E. KRATZ and wife, DEBRA GERTRUDE KRATZ, of the County of Dallas, and State of Texas, in consideration of the sum of Three Hundred (\$300.00) Dollars to us in hand paid, the receipt of which is hereby acknowledged, and in consideration of the special benefits to be derived by our property, have granted and conveyed unto the City of Dallas, a municipal corporation, and by those presents do grant and convey unto the City of Dallas, a municipal corporation, a right-of-way under, in and along the hereinafter described property for the purpose of constructing and maintaining a city water main and appurtenances, said property described as follows, to-wit:

Being a strip of land 15 ft. in width by 297.1 ft. in length off the entire north side of that certain lot, tract or parcel of land lying and being situated in the County of Dallas and State of Texas, same being a tract of land containing five acres out of the Edward Cook Survey, Abst. 326, fronting approximately 297 ft. along the north side of Belt Line Road beginning 305 ft. easterly along the north right-of-way line of Belt Line Road from its intersection with the center line of Dooley Road, same being the west line of said Edward Cook Survey, said tract extending northerly from Belt Line Road to and adjoining the south line of the St. Louis Southwestern Railroad Right-of-Way for a distance of 297.1 ft., and being that certain property conveyed to grantors herein by Hal I. Padgett by a deed dated July 5, 1950, recorded in Volume 1339, Page 511, Deed Records of Dallas County, Texas, said 15 ft. easement strip lying south of, adjacent and parallel to the north property line of said property, same being the south line of the St. Louis Southwestern Railroad Right-of-Way, extending from the west property line of said property, same lying 305 ft. east of and parallel to the west line of said Edward Cook Survey, easterly a distance of 297.1 ft. to the east property line of said property, same being the west property line of a three acre tract owned by Lewis Earl Fischer et ux.

There is also granted the City of Dallas, its successors or assigns, the temporary working space necessary for the construction and maintenance of said water main and and the City agrees to remove and replace existing fencing and structures appurtenances for such construction and maintenance and to return the surface, insofar as possible to the original condition. The water main and appurtenances to be constructed on the above easement shall be as shown on Plan 5678-540 on file in the office of Dallas City Water Works.

Grantors herein reserve for themselves, their heirs or assigns, the right, subject to the approval of plans by the Superintendent of the Water Department of the City of Dallas, to construct, maintain and repair any structure over and across the

...herein granted and to any other use of said easement which will not
interfere with the water main constructed therein, other than the erection of buildings or

2.

permanent
other structures, it being understood that should the City of Dallas require any
additional support or reinforcement for its water main prior to the construction of
a new track over same, such support or reinforcement shall be at the expense of
the City of Dallas.

It is understood and agreed by and between the parties hereto that the City of
Dallas has notice of a water well and the well house located 30-40 feet south from the
proposed water main upon the herein described property, and as a part of the con-
sideration herein, the City of Dallas agrees to pay any and all damages that may be
caused to said water well as a result of the installation of said water main.

To have and to hold the above described property unto the City of Dallas for
the purposes hereinbefore provided and said City of Dallas shall have the right to
go upon the same for the purpose of inspecting or repairing said water main and
appurtenances. That all expenses in the construction and maintenance of said water
main and appurtenances shall be borne by the said City of Dallas, but that the con-
sideration herein expressed represents full and adequate consideration for the right-
of-way granted, together with any and all damages not specifically mentioned above
that may be incident to the construction and installation of said water main and
appurtenances. Nothing in this easement shall be construed as a waiver by the City
of Dallas of any connection charge, or other charges imposed by ordinance, or the
Charter of the City of Dallas.

In Testimony Whereof, witness our hands, this the 7th day of August, A. D. 1959.

Paul B. Kratz
Paul B. Kratz

Dena Gertrude Kratz
Dena Gertrude Kratz

STATE OF TEXAS }
COUNTY OF DALLAS }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this
day personally appeared MARL B. KRATZ and DENA GERTRUDE KRATZ, his wife, both known to
me to be the persons whose names are subscribed to the foregoing instrument, and ack-
nowledged to me that they each executed the same for the purposes and consideration
therein expressed and the said DENA GERTRUDE KRATZ, wife of the said MARL B. KRATZ
having been examined by me privily and apart from her husband, and having the same fully
explained to her, she, the said DENA GERTRUDE KRATZ acknowledged such instrument to be
her act and deed, and she declared that she had willingly signed the same for the purposes
and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 14th day of August, A.D. 1959.



Ennis E. Walden
Notary Public in and for Dallas County, Texas
ENNIS E. WALDEN

Approved as to form:
H. P. RUCERA City Attorney

Approved as to correctness:
W. W. ...
DALLAS CITY WATER WORKS

Approved as to correctness:
...
DALLAS CITY WATER WORKS

10754... \$2.00

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS,
That U. V. GOODMAN and wife, LUCILE GOODMAN

of the County of Dallas and State of Texas, in consideration of the sum of One (\$1.00) Dollar, to said U. V. Goodman and wife, the receipt of which is hereby acknowledged, and in consideration of the special benefits to be derived by said Property, have granted and conveyed unto the City of Dallas, a municipal corporation, and by these presents do grant and convey unto the City of Dallas, a municipal corporation, a right-of-way under, in and along the hereinafter described property for the purpose of constructing and maintaining a city water main and appurtenances, under said property described as follows, to-wit:

Said property contains 15.75 acres, in width by 215 ft. in length off the entire north side of the St. Louis Southwestern Railroad, being a 6.58 acre tract out of the Edward Cook Survey, containing 15.75 acres, in the northeast corner of Belt-Line Road and Doolley Road, along the west side of Doolley Road, bounded on the north by the St. Louis Southwestern Railroad Right-of-Way Road, being that certain property conveyed to U. V. Goodman by C. R. Berry by a deed dated March 1, 1932, recorded in Vol. 1744, Page 96, Deed Records of Dallas County, Texas, said 15 ft. easement strip lying south of, adjacent and parallel to the most northerly north property line of said property, same being the south line of St. Louis Southwestern Railroad Right-of-Way, extending from the west property line of said property, same being the east right-of-way line of Doolley Road, easterly a distance of 215 ft. to the most westerly east property line of said property, same being the west property line of a 60 ft. by 70 ft. tract owned by C. R. Berry.

There is also granted the City of Dallas, its successors or assigns, the temporary working space necessary for the construction and maintenance of said water main and appurtenances.

The water main and appurtenances to be constructed on the above easement shall be as shown on Plan 605W-540 on file in the office of Dallas City Water Works.

Grantors herein reserve for themselves, their heirs or assigns, the right, subject to review and approval of plans by the Superintendent of the Water Department of the City of Dallas, to construct roadways and railroad spur tracks over and across the easement herein granted and to make any other use of said easement which will not endanger the water main constructed therein, other than the erection of buildings or other structures.

To have and to hold the above described property unto the City of Dallas for the purposes hereinbefore provided, and said City of Dallas shall have the right to go upon the same for the purpose of replacing said water main and appurtenances. That all expenses in the construction and maintenance of said water main and appurtenances shall be at the expense of the said City of Dallas and in the construction of said water main and appurtenances should said City of Dallas find it expedient to remove any

structure on the above described property that such removal and the replacing of same shall be wholly at the cost of said City of Dallas. Nothing in this easement shall be construed as a waiver by the City of Dallas of any connection charge or other charges imposed by ordinance, or the Charter of the City of Dallas.

In testimony whereof, witness our hand, this the 20th day of March

U. V. Goodman
U. V. GOODMAN
DALLAS CITY WATER WORKS
APPROVED AS TO FORM
H. F. HENNER, City Attorney

Lucile Goodman
Lucile Goodman
APPROVED AS TO FORM
H. F. HENNER, City Attorney

STATE OF TEXAS } Before me, the undersigned authority, a Notary Public
COUNTY OF DALLAS } in and for Dallas County, Texas, on this day personally

appeared ELIZABETH G. MOYZE wife of N. S. MOYZE
known to me to be the person whose name is subscribed to the foregoing instrument, and having been
examined by me privily and apart from her husband, and having the same fully explained to her, she, the
said ELIZABETH G. MOYZE, acknowledged such instrument to be her
act and deed, and she declared that she willingly signed the same for the purposes and consideration therein
expressed, and that she did not wish to retract it.
Given under my hand and seal of office this 5th day of October, A. D. 1929
Edwin H. Steger
Notary Public in and for Dallas County, Texas.

STATE OF TEXAS } Before me, the undersigned authority, a Notary Public
COUNTY OF DALLAS } in and for Dallas County, Texas, on this day personally

appeared ELIZABETH G. MOYZE wife of N. S. MOYZE
known to me to be the person whose name is subscribed to the foregoing instrument, and having been
examined by me privily and apart from her husband, and having the same fully explained to her, she, the
said ELIZABETH G. MOYZE, acknowledged such instrument to be her
act and deed, and she declared that she willingly signed the same for the purposes and consideration therein
expressed, and that she did not wish to retract it.
Given under my hand and seal of office this 5th day of October, A. D. 1929
Edwin H. Steger
Notary Public in and for Dallas County, Texas.

Filed for Record on the 10 day of October, A. D. 1929 at 11:04 o'clock A. M.
Duly Recorded this 9 day of October, A. D. 1929 at 11:04 o'clock A. M.
Instrument No. 232929
Edwin H. Steger County Clerk
Dallas County, Texas
By Edwin H. Steger Deputy

THE STATE OF TEXAS }
COUNTY OF DALLAS }

232929...\$2.50
KNOW ALL MEN BY THESE PRESENTS:

That W. H. YEARY, not joined by my wife since the herein property constitutes no part of
of the County of Dallas, and State of Texas, in consideration of the sum of

ONE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS to
me in hand paid, the receipt of which is hereby acknowledged, and in consideration of the special benefits
to be derived by my said property, have granted and conveyed unto the City of Dallas, a municipal corporation,
and by these presents do grant and convey unto the City of Dallas, a municipal corporation, a right-of-way
under, in and along the hereinafter described property for the purpose of constructing and maintaining a city

Water main and appurtenances

said property described as follows, to-wit:
Being a strip of land 30 ft. in width over, under and across that certain lot, tract or parcel
of land lying and being situated in the County of Dallas and State of Texas, same being a
tract of land containing approximately 47-acres out of the David Myers Survey, Abst. 963 and
W. H. Witt Survey, Abst. 1609, lying on both sides of the St. Louis Southwestern Railroad
Right-of-Way, being bounded on the south by Belt Line Road and on the east by Doolley Road,
and being that certain property conveyed to W. H. Yeary by a deed dated November 1, 1907,
recorded in Vol. 393, Page 214, Deed Records of Dallas County, Texas, said 30 ft. easement
strip having a center line lying 65.0 ft. south of the center line of St. Louis Southwestern
Railroad Right-of-Way and being more particularly described as follows:

Beginning at a point in the west property line of said property, same being approximately
415 ft. west of and parallel to the east line of said David Myers Survey, said point
being located a distance of 690.8 ft. northerly along said property line from its inter-
section with the north right-of-way line of Belt Line Road;

Thence from the point of beginning, South 89°54' East, a distance of 1128 ft. to a
point in the east property line of said property, same being the west right-of-way
line of Doolley Road, said point being located a distance of 15.0 ft. southerly along
said east property line from the south line of St. Louis Southwestern Railroad
Right-of-Way.

There is also granted the City of Dallas, its successors or assigns, the temporary working
space necessary for the construction and maintenance of said water main and appurtenances.
The water main and appurtenances to be constructed on the above easement shall be as shown
on Plan 685W-340, Sheets 22 & 23 on file in the office of Dallas City Water Works.

Grantor herein reserves for himself, his heirs or assigns, the right, subject to review and
approval of plans by the Superintendent of the Water Department of the City of Dallas, to
construct roadways over and railroad spur tracks across and longitudinally along the east-
ment herein granted, provided such longitudinal tracks shall not be over the water main, and
to make any other use of said easement which will not endanger the water main constructed
therein, other than the erection of buildings or other structures.

TO HAVE AND TO HOLD the above described property unto the City of Dallas for the purposes herein expressed and the said City of Dallas shall also have the right to go upon the same for the purpose of inspecting or repairing said water main and sewerage.

That all expenses to the construction and maintenance of said water main and sewerage shall be borne by the said City of Dallas, and that the consideration herein expressed represents full and adequate consideration for the right-of-way granted together with any and all damages that may be incident to the construction and installation of said work. Nothing in this easement shall be construed as a waiver by the City of Dallas of any taxation charge or charges imposed by ordinances or the Charter of the City of Dallas.

In Testimony Whereof, witness my hand, this the 13th day of September, A. D. 1933.

Approved as to law: H. F. KUDELA, CITY ATTORNEY, Assistant City Attorney

W. L. Kearney, Notary Public

Approved as to Engineering: DALLAS CITY WATER WORKS

Approved: DALLAS CITY WATER WORKS

STATE OF TEXAS } Before me, the undersigned, a Notary Public
COUNTY OF DALLAS } in and for Dallas County, Texas, on this day personally

appeared M. H. Kearney known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of September, A. D. 1933.



W. L. Kearney, Notary Public in and for Dallas County, Texas.

Filed for record on the 13th day of September, 1933. Instrument No. 232930.

THE STATE OF TEXAS }
COUNTY OF DALLAS }

232930...\$2.50
KNOW ALL MEN BY THESE PRESENTS:

That we, MAX PRINCE and ELY GORDON, not joined by our respective wives since the death of the County of Dallas, and State of Texas, in consideration of the sum of

ONE THOUSAND (\$1000.00) DOLLARS to us in hand paid, the receipt of which is hereby acknowledged, and in consideration of the special benefits to be derived by the City of Dallas, a municipal corporation, and by these presents do grant and convey unto the City of Dallas, a municipal corporation, a right-of-way under, in and along the hereinafter described property for the purpose of constructing and maintaining a city

water main and sewerage

said property described as follows, to-wit:
Being a strip of land 50 feet in width by 754.4 feet in length off the entire north side of that certain lot, tract or parcel of land lying and being situated in the City of Dallas and County of Dallas, Texas, same being a tract of land out of the David Myers Survey, Acat. 22] and the Thomas L. Chesworth Survey, Acat. 27] extending from the north line of Belt Line Road to the south right-of-way line of the St. Louis Southwestern Railway Line (Cotton Belt Railroad), and being the remaining unsevered portion of that certain 13.76 acre tract designated as "BROWN TRACT" in a deed to Ely Gordon and Max Prince by J. G. Galloway, et al., dated July 29, 1928, recorded in Vol. 3713, Page 301, Book Records of Dallas County, Texas, said 50 ft. easement lying adjacent and parallel to the north property line of said property, same being the 50 ft. line of the St. Louis Southwestern Railway Line (Cotton Belt Railroad) right-of-way and extending from the west property line of said property, same being the east property line of a 100 ft. wide tract owned by South Texas Light Company, formerly a distance of 754.4 feet to the east property line of said property, same being the west property line of a 100 acre tract owned by the estate of Lawrence L. Nichols, deceased.

THE STATE OF TEXAS
COUNTY OF DALLAS

252921...45.50

KNOW ALL MEN BY THESE PRESENTS:

We, CLARICE NICHOLS, a widow, individually and as Independent Executrix and Trustee under the will of Lawrence L. Nichols, deceased, and H. H. NICHOLS, Independent Trustee and Executrix under the will of Lawrence L. Nichols, deceased of the County of Dallas, and State of Texas, in consideration of the sum of

ONE THOUSAND FIVE HUNDRED AND NO/100 (\$1500.00) ----- DOLLARS to me/us in hand paid, the receipt of which is hereby acknowledged, and in consideration of the special benefits to be derived by ~~said~~ property, have granted and conveyed unto the City of Dallas, a municipal corporation, and by these presents do grant and convey unto the City of Dallas, a municipal corporation, a right-of-way under, in and along the hereinafter described property for the purpose of constructing and maintaining a city

water main and appurtenances

~~said~~ property described as follows, to-wit:
Being a strip of land 30 ft. in width over, under and across that certain lot, tract or parcel of land lying and being situated in the County of Dallas and State of Texas, being a tract of land containing 44.9 acres out of the David Myers Survey, Abst. 243, lying on both sides of the St. Louis Southwestern Railroad Right-of-Way, being bounded on the north by Belt Line Road and having as east line lying approximately 413 ft. West of and parallel to the east line of said David Myers Survey, and being that certain property conveyed to L. L. Nichols by Berkshire Inc., by a deed dated March 30, 1956, recorded in Vol. 4471, page 554, Deed Records of Dallas County, Texas; said 30 ft. easement having a center line lying 65.0 ft. south of and parallel to the center line of St. Louis Southwestern Railroad Right-of-Way, and being more particularly described as follows:

Beginning at a point in the west property line of said property, same being the east property line of a tract of land owned by Max Feldman and Ely Straus, and lying approximately 1565 ft. west of and parallel to the east line of said David Myers Survey, said beginning point being located a distance of 738.8 ft. northerly along said common property line from 1" intersection with the south line of said David Myers Survey, same being the center line of Belt Line Road;

Thence from the point of beginning South 89° 54' East, a distance of 1163.4 ft. to a point in the east property line of said property a distance of 690.4 ft. northerly along said property line, produced southerly, from the north right-of-way of Belt Line Road.

There is also granted the City of Dallas, its successors or assigns, the temporary working space necessary for the construction and maintenance of said water main and appurtenances. The water main and appurtenances to be constructed on the above easement shall be as shown on Plan 68W-540, Sheets 21 & 22, on file in the office of Dallas City Water Works.

Grantors herein reserve for themselves, their heirs or assigns, the right, subject to review and approval of plans by the Superintendent of the Water Department of the City of Dallas, to construct roadways over and railroad spur tracks across and longitudinally along the easement herein granted, provided such longitudinal tracks shall not be over the water main, and to make any other use of said easement which will not endanger the water main constructed therein, other than the erection of buildings or other structures.

TO HAVE AND TO HOLD the above described property unto the City of Dallas for the purposes hereinbefore provided, and the said City of Dallas shall also have the right to go upon the same for the purpose of inspecting or repairing said water main and appurtenances

~~That~~ That all expenses in the construction and maintenance of said water main and appurtenances ~~shall~~ shall be borne by the said City of Dallas, but that the consideration herein expressed represents full and adequate consideration for the right-of-way granted, together with any and all damages that may be incident to the construction and installation of said main. Nothing in this easement shall be construed as a waiver by the City of Dallas of any connection charge or charges imposed by ordinance or the Charter of the City of Dallas.

In Testimony Whereof, witness my hand, this the 9th day of October A. D. 1956

H. H. Nichols
H. H. Nichols, Independent Executor and Trustee under the will of Lawrence L. Nichols, deceased

Clarice Nichols
Clarice Nichols, Individually and as Independent Executrix and Trustee under the will of Lawrence L. Nichols, deceased

Approved as to Engineering
Arthur J. Davis
SUPERINTENDENT
DALLAS CITY WATER WORKS

Approved
[Signature]
SUPERINTENDENT
DALLAS CITY WATER WORKS

Approved as to form:
H. P. KUCERA, City Attorney
[Signature]
Assistant City Attorney

MINUTES OF ARAPAHO ROAD BRIDGE/DWU MEETING – 1/21/2003

Mike made introduction.

Randy Stalnaker agreed to consider alternatives.

Mike stated summary of Town's discussion w/Mastec.

Jerry Holder distributed an exhibit of property x-section w/our sidewalk located 2' from edge of 60" water and retaining wall 10.5' from 60" pipe.

Cliff Hall distributed two exhibits w/bridge section and sidewalk shown.

Randy Stalnaker reviewed each exhibit and asked several questions regarding dimensions from the 60" pipe, bridge height, depth of deholed 60" pipe, etc.

Randy stated that physical and political issues affect DWU's evaluation.

Jerry Holder stated that the design of the retaining wall and box culvert are design to protect it from a blowout of the 60" R.C.P. – only the pipe has to be repaired.

Randy stated that he is not familiar w/type of equipment that DWU would use for repair.

Mike repeated that the Town talked w/Mastec regarding the ability to repair a break.

Randy will take information back to the two Assistant Directors for review.

Randy stated that DWU staff didn't have all the information needed previously.

Mike stated that URS and HNTB have taken every precaution in designing the bridge/roadway.

Bruce Grantham asked Randy if he had certain concerns.

Randy stated that maintenance of the line is the main concern and Ramon will make final decision.

Randy stated that decision should be made prior to upcoming meetings between the two City Managers.

Jim asked if Randy had any other questions.

Mike

-2-

DWU representative, Erwin, stated that they have better dimensioning to review on the exhibits.

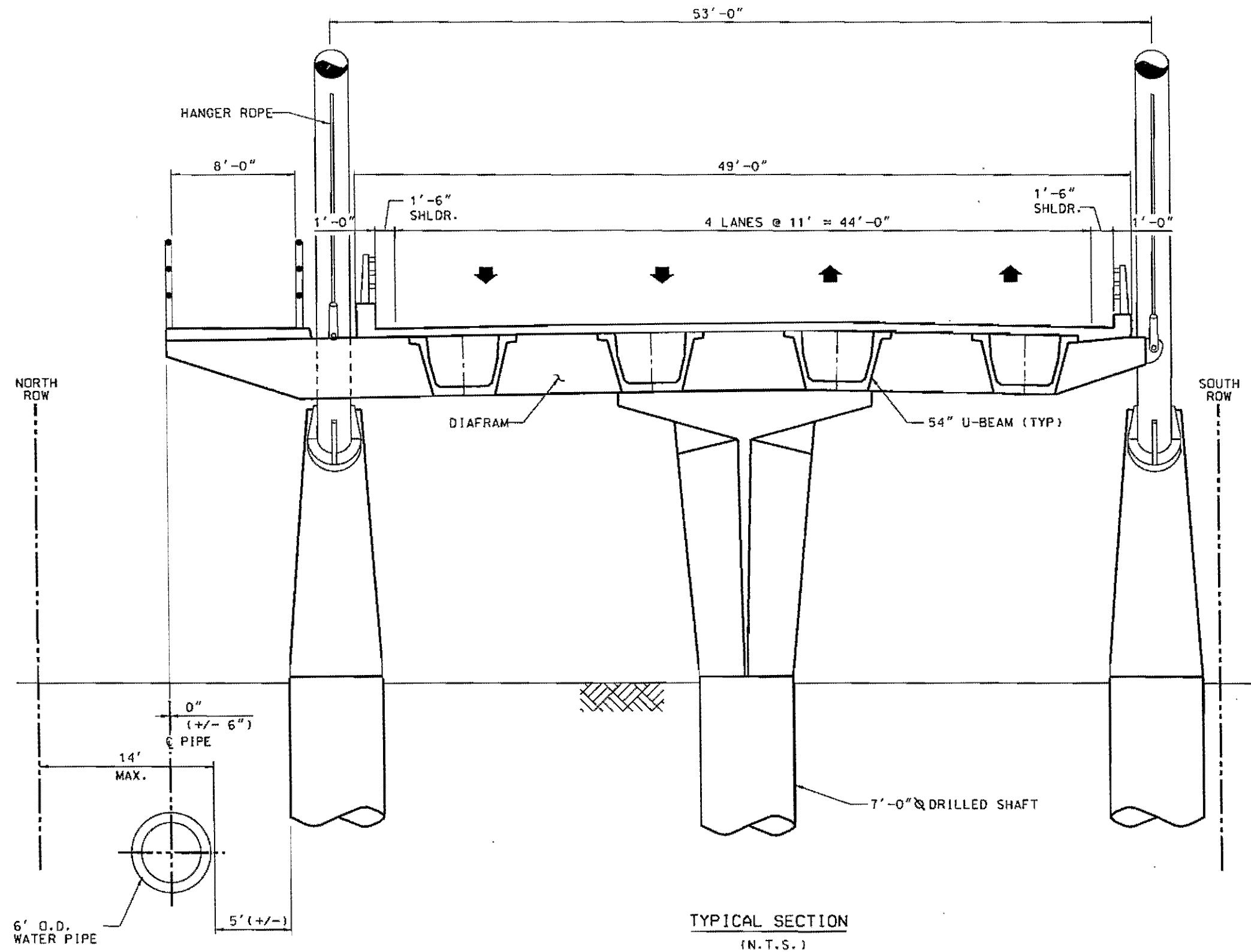
Mike expressed dismay that DWU decision makers were not present at this meeting.

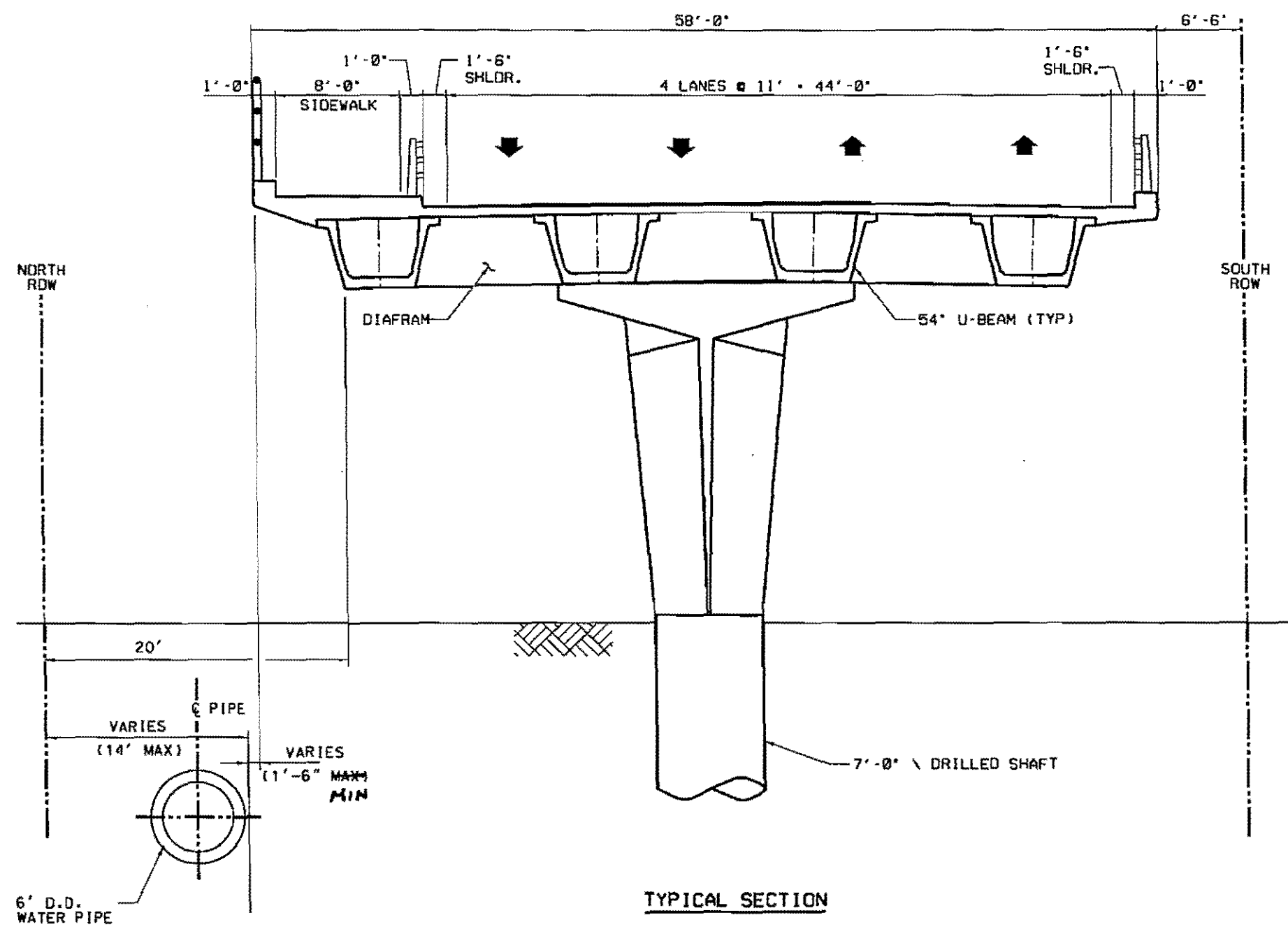
Randy stated that DWU would look at the issue and get back.

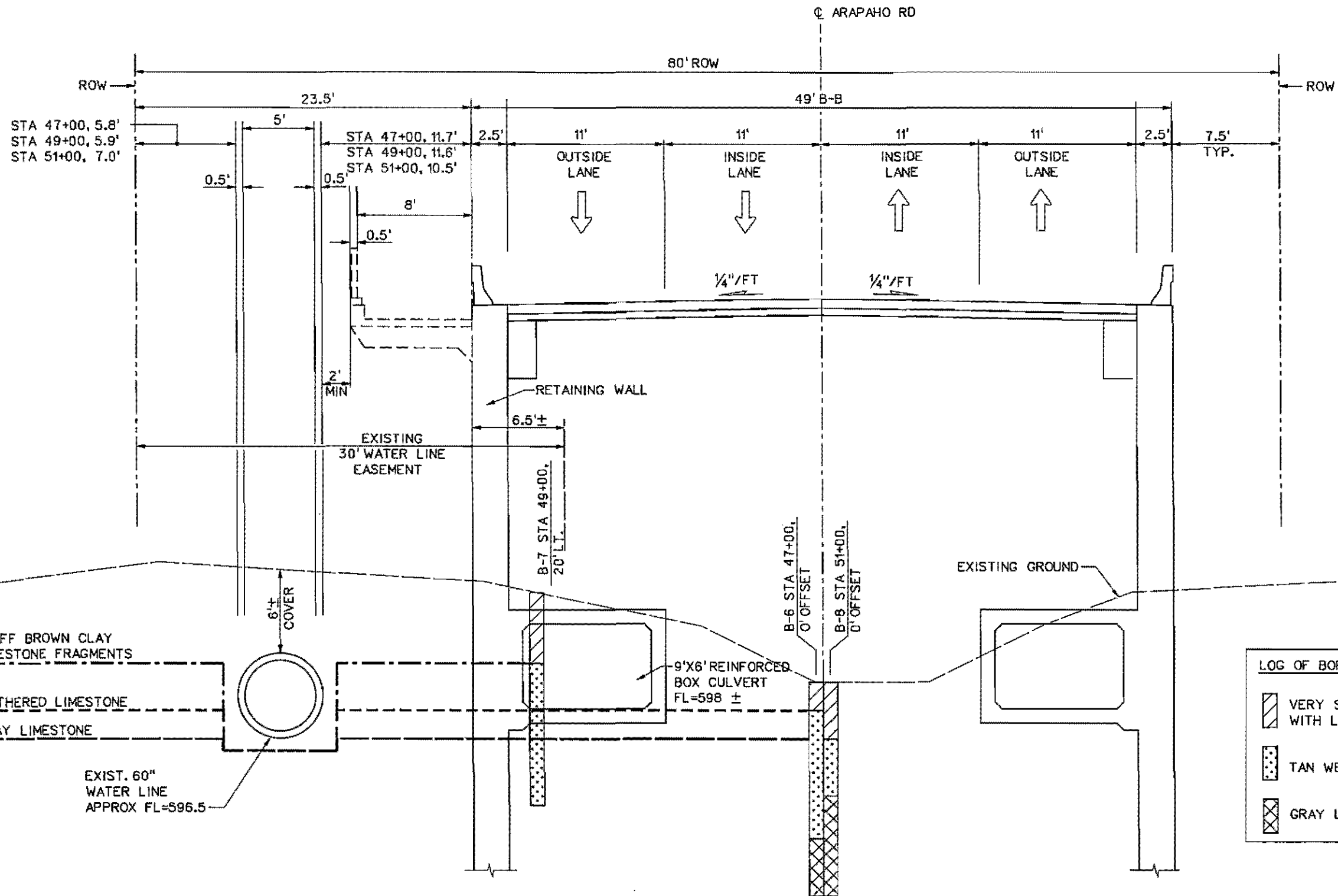
Meeting ended at approximately 3:15 PM.

Mike and Randy had a short one-on-one discussion after meeting ended.

Three exhibits attached to these minutes.







DWU EASEMENT NEGOTIATIONS
EXHIBIT
JANUARY 2003

21-JAN-2003 13:05
G:\25768-pl3\h1\Exhibits\Var30\UesmtNeg.dgn

HNTB

Timeline – Discussions w/ DWU

- 02/12/99 – Letter from GBW to DWU regarding proposed Arapaho alignment being 10-feet inside DWU's easement.
- 03/15/99 – Meeting minutes from a meeting between HNTB and Town of Addison staff concerning project. John Baumgartner stated "still working w/ DWU on easement".
- 03/24/99 – Telephone Record between C. Sylo and Jim Pierce.
- 04/22/99 – Notes from meeting between C. Sylo, Kelsey Johnston, and Bruce Grantham.
- 04/22/99 – Letter from HNTB to Town of Addison discussing alignment options for Arapaho. Mentions having a positive response from DWU regarding the technically preferred alignment.
- 9/11/02 – Fax from HNTB to Hamid Baha – showing 60" waterline and Arapaho alignment
- 9/25/02 – phone call to Baha – said he would look into it and get back with us.
- 9/26/02 – fax to Michael Fay – concerns about 60" water line and request to have it potholed
- 10/15/02 – fax from DWU to HNTB (E.Steitle) – field notes on potholing that had been done
- 10/15/02 – phone call with DWU and HNTB (E. Steitle) regarding staking potholes
- 10/16/02 – fax from DWU to HNTB (E.Steitle) – more field notes on potholing that had been done
- 10/21/02 – phone call with DWU and HNTB (E. Steitle) regarding pothole locations and a valve.
- 10/23/02 – phone call with DWU and HNTB (E. Steitle) concerns about bridge design and rescheduling the meeting until 10/30/02
- 10/30/02 – meeting at Addison Service Center w/ town of Addison (JP, SC), HNTB (JDH, LM, JSN, DB), URS (CH) and DWU (E. Steitle, Randy Nelson, Steve Hardy and Shane Craft) – discussed waterline issues.
- proximity of waterline to retaining wall – soldier piles might be needed for a stretch – would need min 3-foot clear of waterline
 - line will need to be replaced eventually – 40-years old now
 - showed roll plot of alignment and proximity to the 60" water line.
 - Illustrations were drawn on dry erase boards showing road retaining walls 8 to 10 feet clear of waterline.
- 11/15/02 – Phone call from DWU to HNTB regarding DART access to 60" waterline. Dart said it wouldn't be a problem and DART would allow heavy equipment w/in 25-feet of the rail line. Problem could arise in the future if DART increases the service capacity along that line by adding another railroad track, although there are no plans for that at the moment.
- 12/12/02 – meeting at HNTB's office w/ JH, JSN, CH, E. Steitle, Erling Holey and Steve Hardy to discuss sidewalk encroaching on DWU's easement
- HNTB proposed a removable sidewalk where the side walk is elevated in case they need to get in for repairs.
 - moving the thrust block in so that it was not over the 60" pipe and not straddling it

- Cliff presented two options for the thrust block locations. The first was to move the arch inside of the sidewalk and obtain the 3-foot clearance desired by DWU. The second was to straddle the 60" pipe with drilled shafts. DWU did not like the second option but were alright with the first one.
- DWU stated they saw they had 2 options
 - o Not move the pipe at all and leave it where it is
 - o Replace the 60" w/ an 84" prior to the construction of the road/bridge. HNTB to do the design in conjunction w./ the bridge. Cost approx 1.5 million could get out of the emergency fund if needed.
- JDH asked 2 questions
 - o Could the line be constructed before the road was built? – DWU response was that if HNTB could design it in the next three months then the construction time wouldn't be a problem.
 - o Did DWU have the money to have it designed and built. DWU's response was that the money could be taken from an emergency fund if necessary. I quick estimate was that it would cost approximately 1.5 million and that was doable.

01/09/02 – meeting w/ Town (Luke Jalbert), HNTB (Jerry Holder), URS (Cliff Hall), and DWU (Erlin Holey, Erick Stietle, and Tonia Lichtenberg).

- DWU presented the only 2 "acceptable" alternatives they would offer.
 - o Move the road south to get out of the 30-foot easement
 - DWU was told that this would involve buying additional RO, demolishing existing building and it was an unacceptable altern.
 - o Relocate the 60" to another location. DWU to pay for engineering. Addison to pay for construction. Two locations discussed:
 - In front of Charter Furniture
 - A completely new and unknown location.
- HNTB pointed out there would be 20 feet between the north easement line and the roadway. DWU stated this was not enough room to work on the pipeline. It was pointed out to them that they only had a 15 foot easement on the east side of Midway.



February 12, 1999

Mr. Jim Milstead, P.E.
City of Dallas
Water Utilities Department
320 East Jefferson, Room 218
Dallas, Texas 75203

Re: Proposed Arapaho Road Extension
Adjacent to DWU 60-inch Water Line

Dear Mr. Milstead:

The Town of Addison is in the planning stages for the extension of Arapaho Road from Addison Road west to Marsh Lane. Traffic congestion on the major thoroughfares in this part of Addison, particularly Belt Line Road, is the driving force behind the proposed extension.

For the past year, a team of consultants lead by HNTB Corporation has worked with the Addison's engineering staff to evaluate alignment alternatives in the design corridor. At the east end of the project, the alignment is fixed by an extension of Arapaho Road which is presently under construction from just west of the North Dallas Tollway to Addison Road. At the west end of the project, the alignment is fixed by the current intersection of Realty Road with Marsh Lane. The design team is preparing to present the Technically Preferred Alignment shown on the attached exhibit to the City Council in the near future. For most of the Technically Preferred Alignment, the roadway roughly parallels the Dallas Area Rapid Transit (DART) owned railroad on the north side.

Along with providing a general notification regarding this proposed project, the purpose of this letter is to begin a coordination effort related to the section of roadway from just east of Midway Road to just east of Surveyor Boulevard. Through this section, the Technically Preferred Alignment is adjacent to a 60-inch DWU R.C. water main on the north side. As-built plans for this water main show it to be 7.5 feet off the DART right-of-way in a 30-foot wide easement.

The narrowest corridor for the proposed roadway is adjacent to the Charter Furniture and MNBA buildings on the west side of Midway Road. There is less than 90 feet between the face of these buildings and the DART right-of-way.

It is currently proposed to elevate Arapaho Road over Midway Road. This elevated section is likely to be extended past the two aforementioned buildings. The desired separation from the roadway structure to the face of these buildings is 10 feet. It is anticipated that the roadway

Handwritten notes:
GSR
Feb 25 1999

Mr. Jim Milstead
February 12, 1999
Page 2

structure, including the 46-foot wide pavement section, would be approximately 60 feet wide, although a final structure width is still under review. This would leave approximately 20 feet from the north side of the structure, where the water main is located, to the DART right-of-way. The attached roadway cross sections are located next to Charter Furniture (Exhibit A) and just east of Midway Road (Exhibit B).

The Town of Addison requests your consideration of the use of the 10 to 15 feet of the existing 30-foot water main easement for the purpose of constructing and maintaining the proposed roadway. We would appreciate the opportunity to meet with your staff to discuss this request in more detail.

Please contact me if you need any additional information.

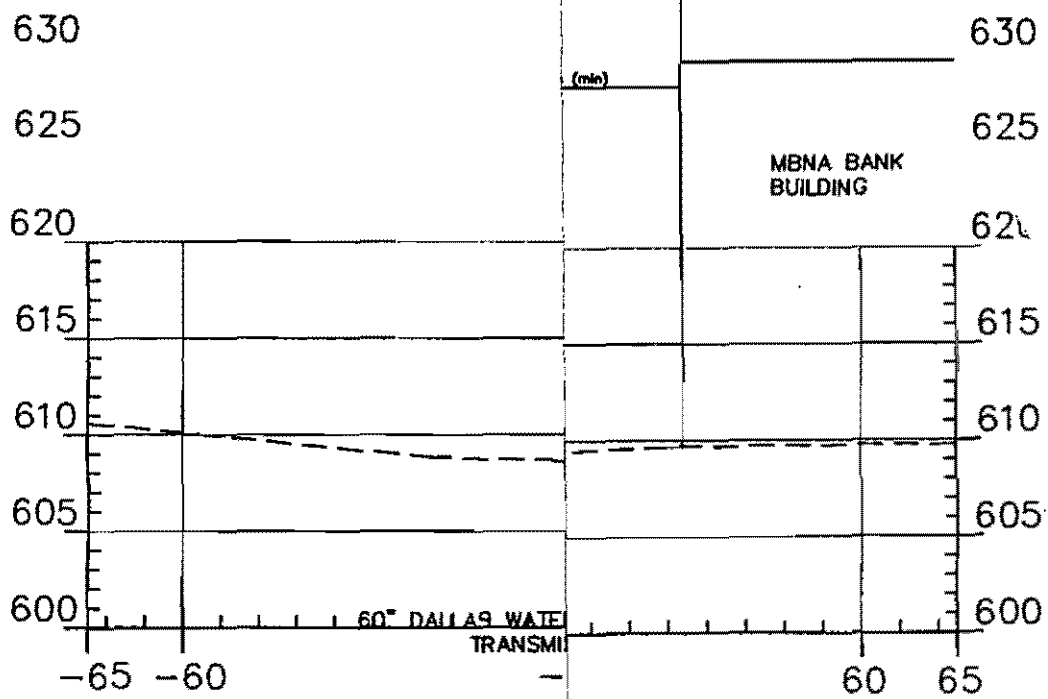
Sincerely,



Bruce R. Grantham, P.E.
Assistant Project Manager

cc: John Baumgartner, Town of Addison
Jim Pierce, Town of Addison
Dan Becker, HNTB

BG/gg
C:\WPDOCS\PROJECTS\ADDISON\98-094\milstead.ltr



Arapaho Rd.

Ron Whitehead, John Baumgartner, Bill Duipp, Jim Pierce, Bruce G. C. Sytko

3/15/99

1501 Midway p. owner Marilyn

Joe

Bill

Gary 4139 Centurion Way

prop. owners.

RW. 4-lane street
not to serve retail

JB Brief history of project
RW Can take care of design concerns
public process - design

JB Still working w/DWU on limit.
Prop owners own to tree line

Darry Not concern w/bridge
Clear hgt to go 2 stories
↑ size 18k-20k from ex. 30k.
100% aircond.
MBNA - all office
double fiber optics
paved parking in rear - want to keep parking

GF. health club - office now
Interwest - office now
ATC - office
N. of RR industrial

\$8-10k/sf
Jamison Realty

April 22, 1999

~~ES~~ MJM
EKJ
DEB
BBB
File 25768

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

Attn: Mr. Jim Pierce, Jr., P.E., DEE
Assistant City Engineer

ARAPAHO ROAD ALIGNMENT REPORT

Dear Mr. Pierce:

The following issues were discussed, regarding this project, with city staff, HNTB Corporation, GBW, and several property owners on March 15, 1999, at Addison Town Center. Mr. Ron Whitehead, City Manager, requested that the team of consultants provide a brief report upon completion of an analysis of suggested alternatives discussed during the meeting. Listed is a brief summary of the suggestions and concerns discussed during the meeting.

Lindberg Drive Alignment Alternative

One suggestion made by the property owners present at the meeting was to further study Lindberg Drive alignment on the north side of the Dallas Area Rapid Transit (DART) owned railroad as the preferred location due to the dense industrial development present along this corridor. Lindberg Drive is primarily a two-lane roadway between Addison Road and Midway Road that terminates just west of Midway Road.

The project team identified several issues with the Lindberg Drive alignment. One concern is the number of at-grade skewed crossings required with the DART railroad. Typically, railroad crossings are required to intersect the tracks at a 90-degree angle whenever possible for safety purposes. Even slightly skewed crossings of a main track are not desirable or typically approved by the Railroad. The DART railroad is currently a highly utilized freight train track, between Kelly Boulevard and the Galleria retail shopping area, serving many commercial businesses in Carrollton, Farmers Branch, Addison, and Dallas. Should the existing Lindberg Drive right-of-way be utilized as the extension of Arapaho Road, two significantly skewed at-grade crossings of the main tracks are required.

The flight pattern of the runway at Addison Airport would also be impacted. Currently, Lindberg Drive is restricted from through trucks due to the height of the planes landing and departing from Addison Airport. The expansion of Lindberg Drive to four lanes could further decrease the available runway length. FAA approval could be required due to the impact to

Addison Airport. Also, a steep grade would be required on the Arapaho Road extension in order to match the at-grade intersection at Addison Road.

Prior to preparing plans for the Arapaho Road extension from the Dallas North Tollway (DNT) to Addison Road, the Town of Addison evaluated the Lindberg Drive alignment and selected a general corridor south of the railroad tracks. Consequently, right-of-way has already been acquired from several property owners south of the railroad. Changing the alignment to the north of the railroad would increase the project costs.

Overpass at Midway Road

The height and location of the bridge structure in relation to the existing businesses was also discussed during the meeting. Several concerns expressed by the property owners included the horizontal location of the bridge structure in relation to Charter Furniture and MBNA. The current alignment places the edge of the bridge deck a minimum of 10 feet from the buildings.

Upon reviewing various other horizontal alignments with city staff after the meeting, the original alignment was still determined to be the desired horizontal alignment in relation to the buildings due to the location of the Dallas Water Utilities (DWU) 60-inch water main. Moving the structure closer to the water main raises access concerns should DWU need to access the main for maintenance or repair. City staff will meet with DWU to determine recommended location of the structure is acceptable, or other alignments could be considered that would further infringe on the DWU easement. Although final approval has yet to be received from DWU for the technically preferred alignment, the response to date has been positive.

Upon review of the vertical alignment of the proposed bridge near the MBNA and Charter Furniture buildings, it is anticipated that the height of the overpass structure will be lower than the existing buildings. The existing buildings are estimated to be a minimum of 5 to 15 feet higher than the bridge roadway surface elevation. Exhibits are attached for your clarification.

Another concern expressed by the property owners was the loss of property rights, should the buildings be destroyed due to hail or other catastrophic means. City staff and consultants concurred upon conclusion of the meeting that the City is able to allow the property owners to rebuild to the existing building setbacks and not be considered "non-conforming".

Additional alignments recommended for further study by the property owners included constructing the bridge structure over the DWU water line. This alignment increases concern related to DWU access to the 60-inch water main along with the increased cost. It was determined not to be acceptable by DWU due to inability of maintenance and expansion of a major viaduct type structure.

Midway At-Grade Intersection

The property owners present at the meeting also requested the city staff examine the potential of removing the traffic signal at Lindberg Drive and Midway Road and relocating it south to a new at-grade intersection at Arapaho Road in lieu of constructing an overpass. HNTB has reviewed this recommendation and determined that should Arapaho Road be constructed at-grade, the traffic signal at Lindberg Drive would still be required due to the volume of traffic and safety concerns.

Spanning the DART Alignment

One option also discussed at the meeting was the potential to relocate Arapaho Road onto the existing DART right-of-way, either with a bridge structure or an at-grade roadway within the existing 100-foot railroad right-of-way. Mr. Ron Whitehead agreed to discuss this issue with DART officials. Upon further consideration, it was determined this option was not feasible. This was primarily due to federal guidelines regarding vertical clearance for electrification facilities, and the required horizontal clearance width to allow DART to maintain the existing freight traffic in the corridor and to allow for expansion of the service to include passenger in the future.

Overpass vs. Underpass

The pros and cons of the underpass versus overpass were further reviewed to determine if a technically preferred alternative should remain the same. The overpass alternative provides improved mobility, minimum disruption of traffic during construction, less restrictive impact on DWU water line, and provides more convenient location for enclosure of the major drainage ditch to remain on the south side of the railroad. The negative aspects of an overpass include: less aesthetically pleasing to adjacent property owners; potential noise concerns; wall construction will be partially on DWU easement, above and 7.5 feet from water line; and restriction of the DWU easement width.

The underpass alternative provides improved mobility, minimizes noise impact, and eliminates most of the visual impacts. The negative aspects of the underpass include: the reduction of Midway Road traffic to two lanes; construction costs will be increased approximately \$1,500,000; a major drainage structure will be required to be constructed on the north side of the railroad to prevent flooding of depressed roadway; deep excavation for wall construction adjacent to DWU 60" water line is required; major utility relocations in Midway Road which would require temporary closure of the railroad; and restriction of the DWU easement width.

The Cottonbelt Railroad, owned by DART, is currently being considered as a future passenger rail line. Should this occur in the future, the intersection of Midway Road and the railroad is anticipated to be grade separated with an overpass due to the volume of traffic on Midway Road and safety of the motoring public. This further confirms the recommendation for an

Town of Addison
Addison, Texas 75001-9010

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Arapaho Road Extension
April 22, 1999

overpass versus underpass. Upon completion of additional review of the underpass and overpass alternatives, the technically preferred alternative remained the same as previously recommended in the technical report.

Summary

Upon completion of the analysis of the various issues from the city staff, property owners and other interested parties; the consulting team continues to recommend the "technically preferred alignment" (TPA) discussed in the technical report. This alignment is shown in the map pocket of the technical report as Option 5. We hope this technical memo resolves the majority of the questions raised at the meeting with the property owners. If you desire any future action regarding this specific issue or have any questions, please feel free to contact us.

Very truly yours,

HNTB CORPORATION



Cissy Sylo, P.E.

CES/lnb

Enclosures

April 8, 1999

DFB
~~AKJ~~
MJM
25768 FILE

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

Attn: Mr. Jim Pierce, , Jr., P.E., DEE
Assistant City Engineer

ARAPAHO ROAD ALIGNMENT REPORT

Dear Mr. Pierce:

The following issues were discussed regarding this project with city staff, HNTB Corporation, GBW, and several property owners on March 15, 1999, at Addison Town Center. Mr. Ron Whitehead, City Manager, requested the team of consultants provide a brief report upon completion of analysis of suggested alternatives discussed during the meeting. Listed below is a brief summary of the suggestions and concerns discussed during the meeting.

Lindberg Drive Alignment Alternative

One suggestion recommended by the property owners present at the meeting was to further the Lindberg Drive alignment as the preferred location for Arapaho due to the industrial development present along this corridor. This alternative was studied by the consulting engineer team aligning Arapaho Road with the existing Lindberg Drive. Lindberg Drive is primarily a two-lane roadway between Addison Road and Midway Road. Lindberg Drive terminates just west of Midway Road, within a dense industrial development.

Several issues with this alignment were determined. One concern is the number of at-grade skewed crossings required with the Cottonbelt Railroad. Typically railroad crossings are required to intersect the tracks at a 90-degree angle whenever possible for safety purposes. Even slightly skewed crossings of a main track are not desirable or typically approved by the Railroad. The Cottonbelt Railroad is a highly utilized freight train track serving many commercial businesses in Carrollton, Farmers Branch, Addison and Dallas, between Kelly and the Galleria area. Should the existing Lindberg Drive right-of-way be utilized as the extension of Arapaho Road, two significantly skewed crossings of the main tracks are required.

The flight pattern of the runway at Addison Airport would also be impacted. Currently, Lindberg Drive is restricted from through trucks due to the height of the planes landing and departing from Addison Airport. The expansion of Lindberg Drive to four lanes could further decrease the available runway length. FAA approval could be required due to the impact to Addison Airport. Also a steep grade would be required on the Arapaho Road extension, in order to match the at-grade intersection at Addison Road. Cost is also another significant factor, should Lindberg Drive be selected for the alignment of Arapaho Road, due to the addition of two major structures to overpass the railroad.

Overpass at Midway Road

The height and location of the bridge structure in relation to the existing businesses was also discussed during the meeting. Several concerns expressed by the property owners included the horizontal location of the bridge structure in relation to Charter Furniture and MBNA. The current alignment is 10 feet minimum from the buildings.

Upon reviewing various other horizontal alignments with city staff after the meeting, the original alignment was still determined to be the desired horizontal alignment in relation to the buildings due to the location of the Dallas Water Utilities (DWU) water main. City staff will meet with DWU to determine if the recommended location of the structure is acceptable, or other alignments could be considered that would further infringe on the DWU easement.

Another concern expressed by the property owners was the loss of property rights, should the buildings be destroyed due to hail or other catastrophic means. City staff and consultants concurred upon conclusion of the meeting that the City is able to allow the property owners to rebuild to existing building set backs and not be considered "non-conforming" due to construction of this project.

Additional alignments recommended for further study by the property owners constructing the bridge structure over the DWU water line. Upon further review by HN was determined not to be acceptable by DWU due to inability of maintenance and expansion. DWU water line and high cost of a major viaduct type structure.

Midway At-Grade Intersection

The property owners present at the meeting also requested the staff examine the potential of removing the traffic signal at Lindberg Drive and Midway Road and relocating it to the south at a new at-grade intersection at Arapaho Road in lieu of constructing an overpass. HNTB has reviewed this recommendation and determined that should Arapaho Road be constructed at-grade, the traffic signal at Lindberg Drive would still be required, due to the volume of traffic and safety concerns.

Spanning the DART Alignment

One option also discussed at the meeting was the potential to relocate Arapaho Road onto the existing Dallas Area Rapid Transit (DART) right-of-way, either with a bridge structure or at-grade roadway within the existing 100-foot railroad right-of-way. Mr. Ron Whitehead agreed to discuss this issue with DART officials. Upon further consideration, it was determined this option was not feasible. This was primarily due to federal guidelines regarding vertical clearance for electrification facilities, the required horizontal clearance width to allow DART to maintain the existing freight traffic in the corridor and allow for expansion of the service to include passenger rail in the future.

Town of Addison
Addison, Texas 75001-9010

-3-

Arapaho Road Extension
April 8, 1999

We hope this technical memo resolves the majority of the questions raised at the meeting with the property owners. If you desire any future action regarding this specific issue or have any questions, please feel free to contact us.

Very truly yours,

HNTB CORPORATION



Cissy Sylo, P.E.

CES/lnb

Proposed Arapaho & Midway Intersection

Overpass vs. Underpass

(Without Ramps)

Overpass Alternative

Pros:

- ❑ Improved mobility
- ❑ Minimum disruption of traffic during construction
- ❑ Less restrictive impact on DWU water line
- ❑ Provides more convenient location for enclosure of the major drainage ditch

Cons:

- ❑ Less aesthetically pleasing to adjacent property owners
- ❑ Potential noise concerns
- ❑ Wall construction will be on DWU right-of-way, above and 7.5 feet from water line
- ❑ Restricts DWU Easement Width

Underpass Alternative

Pros:

- ❑ Improved mobility
- ❑ Minimizes noise impact
- ❑ Eliminates most of the visual impacts

Cons:

- ❑ Construction requires reduction of Midway traffic to one lane in each direction for at least one year
- ❑ Construction costs will be increased approximately \$1.5M
- ❑ Major drainage structure required to prevent flooding of depressed roadway
- ❑ Deep excavation for wall construction adjacent to DWU 60" water line
- ❑ Restricts DWU easement width



The HNTB Companies

RECORD OF TELEPHONE CALL

Job No 25768

Date: March 24, 1999

CALL TO Cissy Saylor OF HNTB
CALL FROM Jim Pierce, Assistant City Engineer OF Town of Addison
BY

SUBJECT DISCUSSED

Jim Pierce left me a voice mail today regarding the following issues.

- 1. The MBNA Building from the top of the slab to the top of the parapet wall is 23 ft. 8 inches. The top of the slab datum is 609.5.
2. The top of wall of the Charter Furniture building is unknown by the Town.
3. The alignment as modified by HNTB for the property owner #5 is acceptable to the Town.
4. Need metes and bounds of the railroad wye spur based on the new alignment with property #5.
5. The Town will use the original alignment in the vicinity of the Charter Furniture Building depicting 10 feet off the building in negotiations with Dallas Water Utilities.

ACTION TO BE TAKEN

HNTB will prepare an exhibit to depict the actual height of the building in relationship to the bridge.

HNTB should have the top of the building established by the survey performing the topographica

HNTB should proceed of design.

HNTB will proceed with the metes and bounds desc exhibit for the railroad wye.

None needed.

COPY TO: Molly Marshall & Dan Becker & Bruce Grantham

NOTE: This record to be retained in the master file.



The HNTB Companies

Fax
Transmittal

To HAMID BAHHA PH- 214-948-4333

Date 9/11/02 3:00

Firm CITY OF DALLAS
DALLAS WATER UTILITIES

Total Pages 5 (including this cover)

Fax # 214-948-4539

Job Number 25768

From JENNY NIKEWANDER
DIRECT 972-661-3164
LINE

High Resolution

Urgent

Please notify sender at 972-661-5626 if pages are missing or if there is any transmission difficulty.

Message

HAMID,

PER OUR PHONE CONVERSATION.

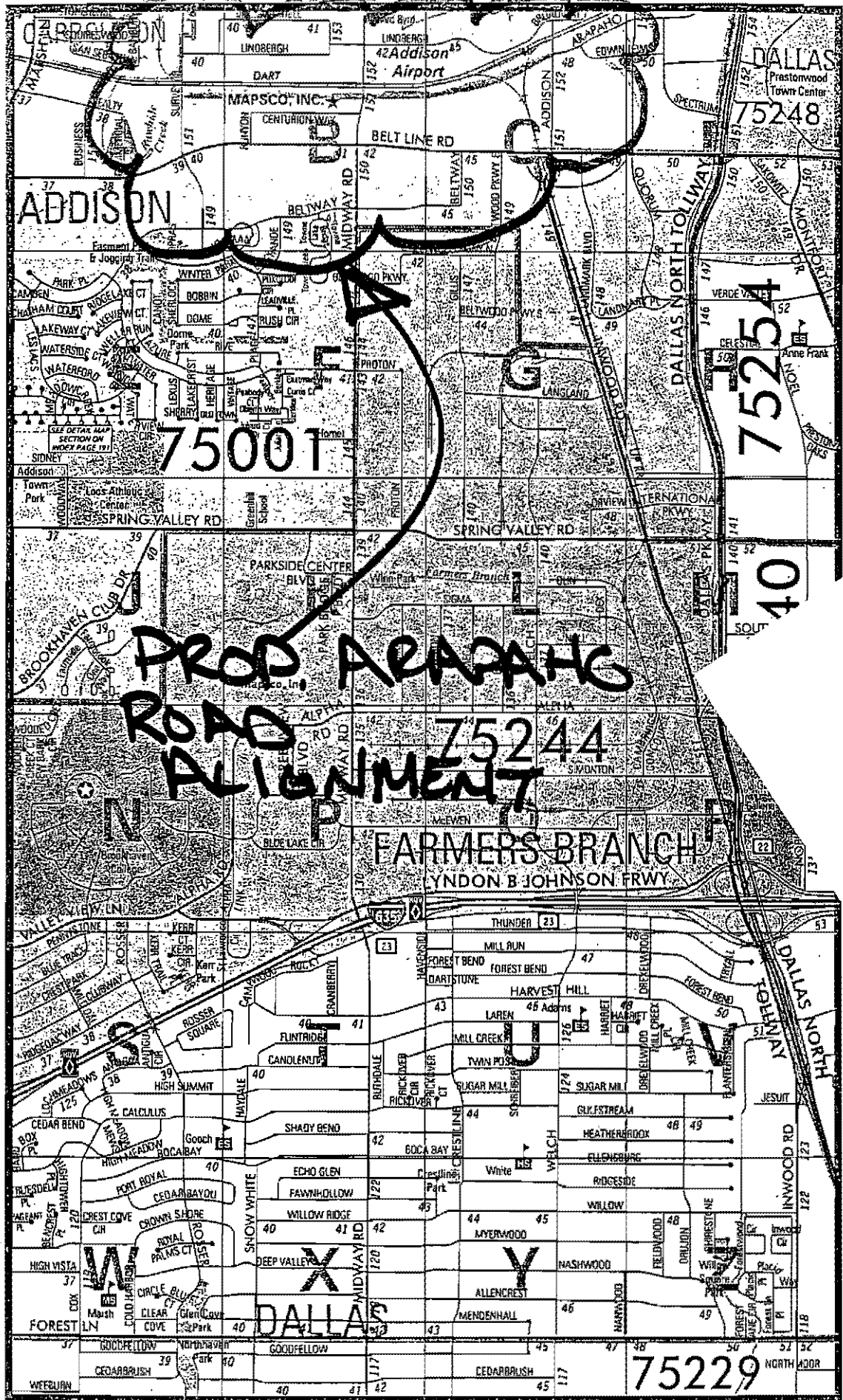
HERE IS THE ALIGNMENT OF THE

MEAPATO ROAD EXTENSION.

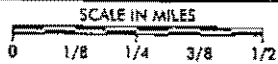
PLEASE REVIEW REGARDING THE DWL

60" WATERLINE.

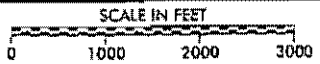
→ called 9/25/02 → we will look into it again and call
11:00 back this afternoon

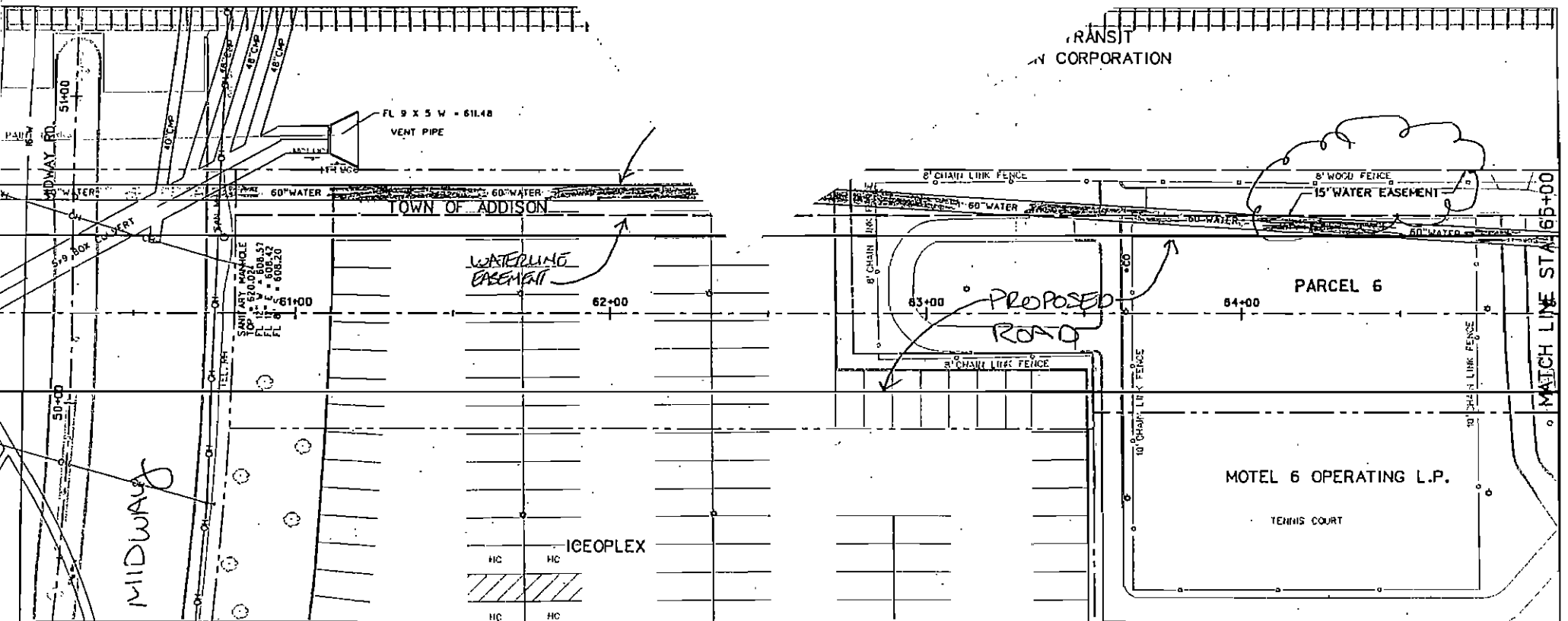


CONTINUED ON MAP 13



CONTINUED ON MAP 24





PROPOSED ROAD ON BRIDGE STRUCTURE
 BETWEEN STA 51+00 AND 67+00

Call to DWU
~~Call~~ Pot hole - line

FACT# SAME

no encroachment on water easement
 prefer to be under road
 want to be able to get to pipe



1110 JDS

PROPERTY

2008

MATCH LINE STA 65+00

MATCH LINE STA 70+00



15 WATER EASEMENT

PARCEL 5

89+08

HOTEL W/RESTAURANT

MOTEL 6 OPERATING L.P.

END BLOCK
WALL REST
61+00

FL 30'-616.02

HERITAGE INN NUMBER XIII

PROPOSED ROAD

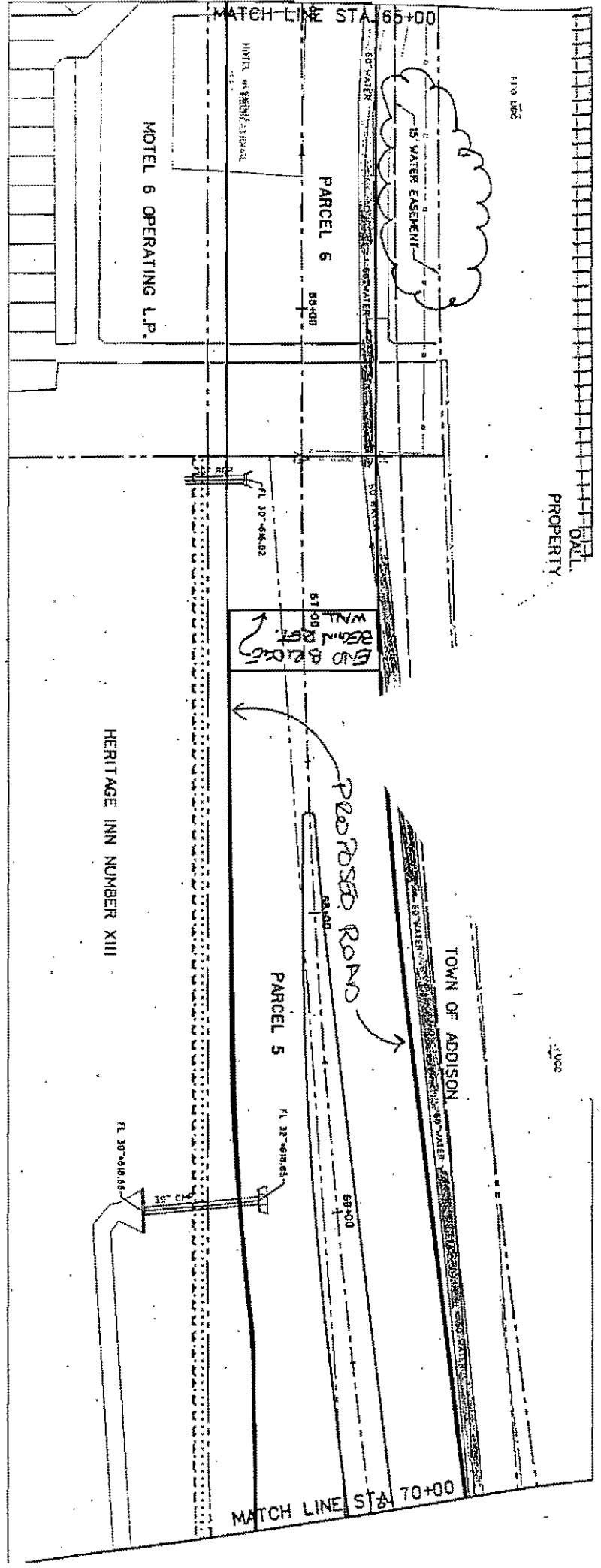
PARCEL 5

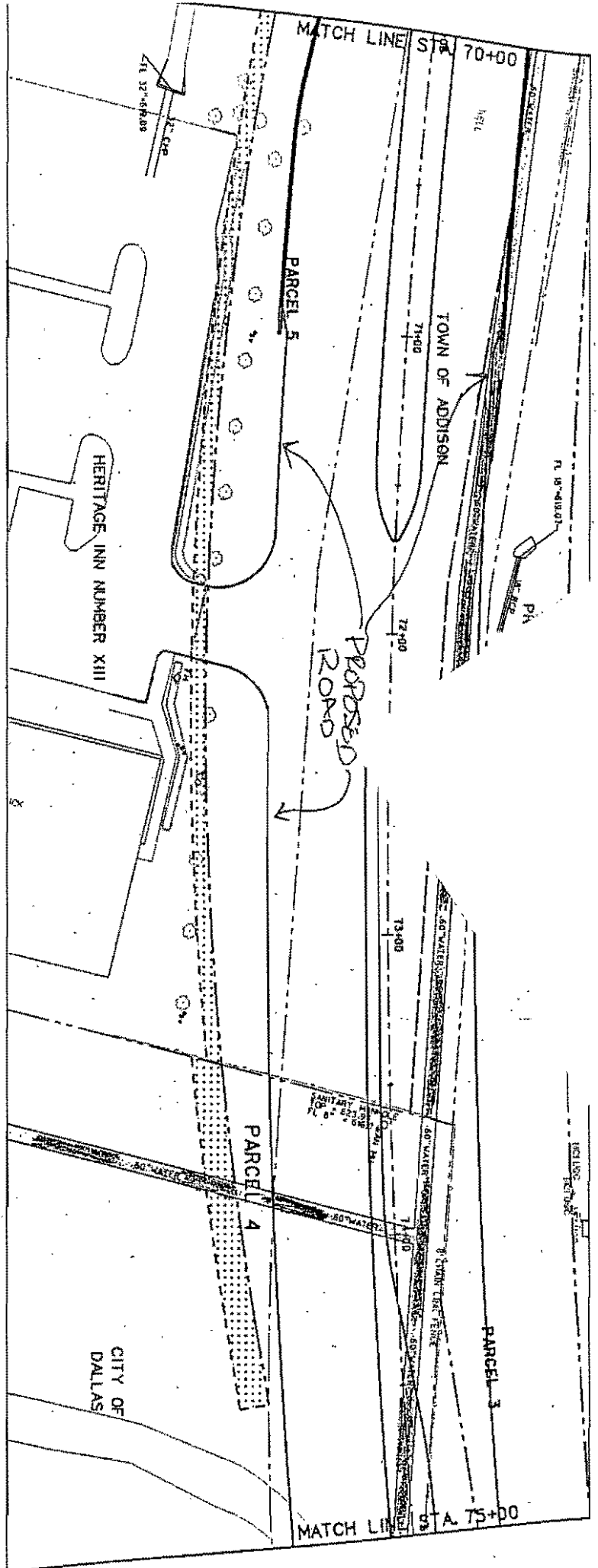
FL 32'-616.65

FL 30'-616.66

69+00

TOWN OF ADDISON





MATCH LINE STA. 75+00

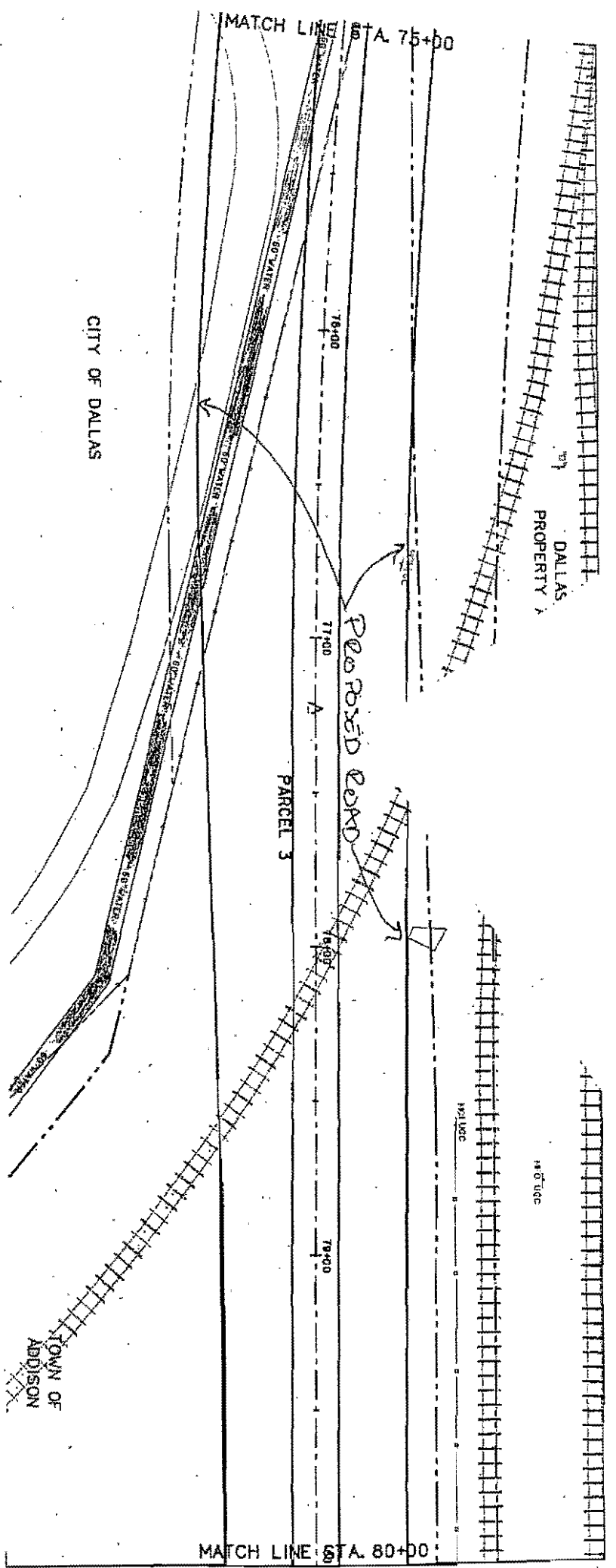
CITY OF DALLAS

DALLAS
PROPERTY

PARCEL 3
Palo Verde Road

TOWN OF
ADDISON

MATCH LINE STA. 80+00





The HNTB Companies

Fax
Transmittal

To Michael Fay

Date September 26, 2002

Firm DWU

Total Pages 8 (Including this cover)

Fax # 214-948-4599

Job Number 25768

High Resolution

Urgent

From Jenny Nicewander

direct line 972-628-3164

Please notify sender at 972-661-5626 if pages are missing or if there is any transmission difficulty.

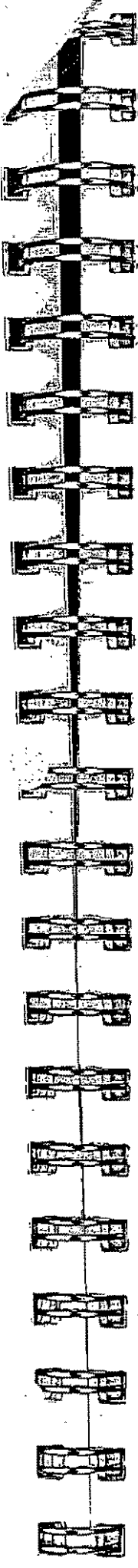
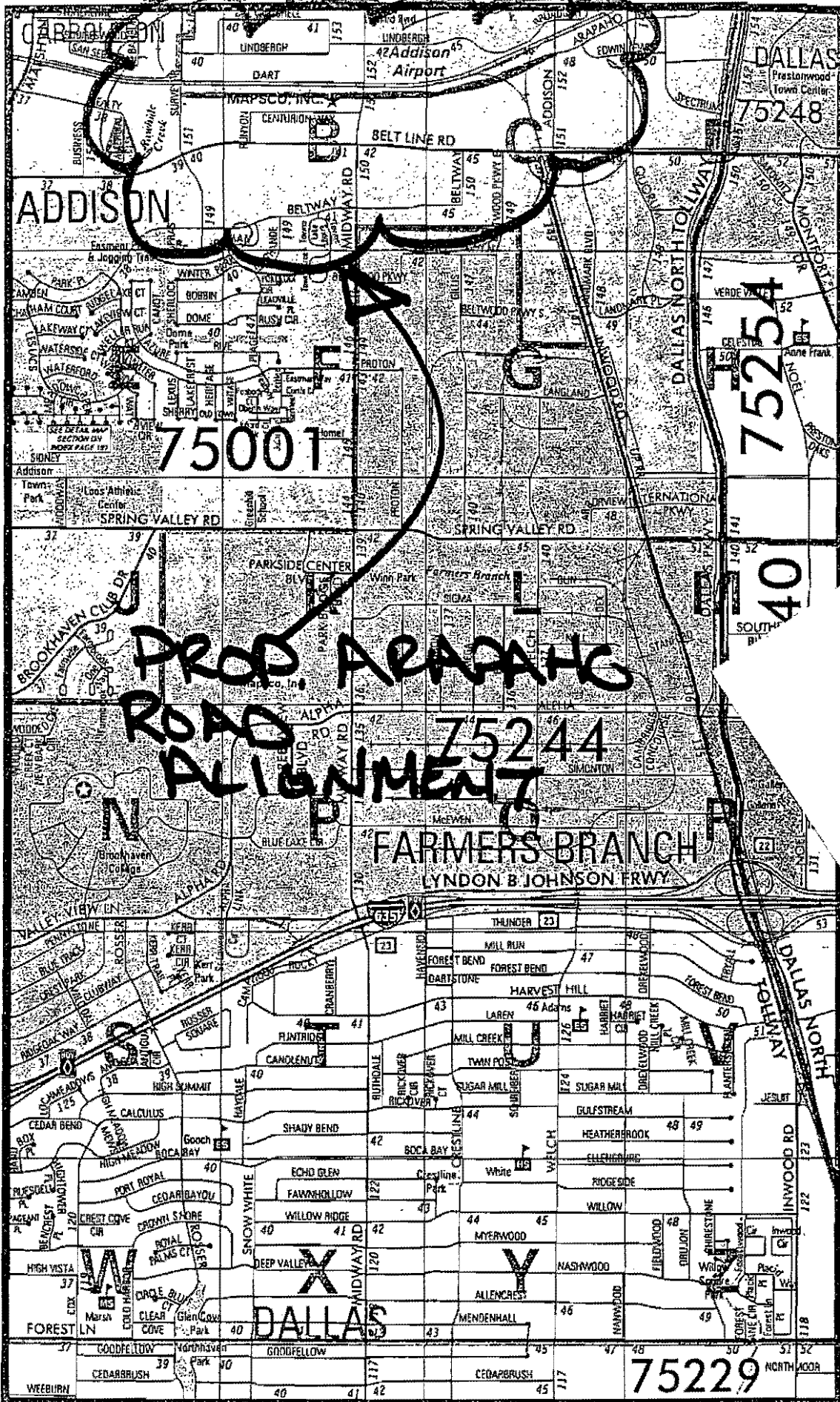
Message

Michael,

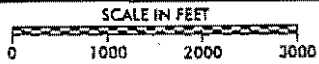
Here is the fax of the areas we are concerned about and would like potholed per our phone conversation today. I've identified the areas we will need the waterline tied down and

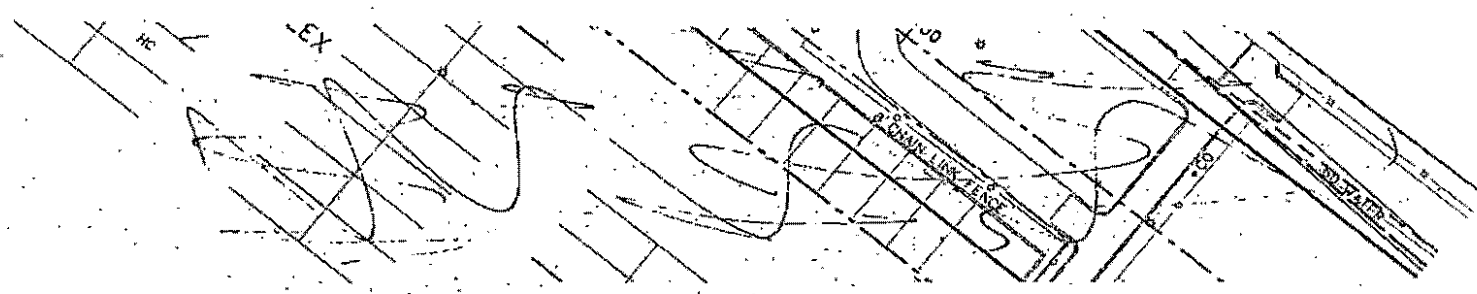
Please let me know if you have any questions or need any additional information regarding matter.

I will be out of the office Sept 27-October 4, if you need anything, please contact Jerry Hold regarding is project. His number is 972-661-5626.



CONTINUED ON MAP 13

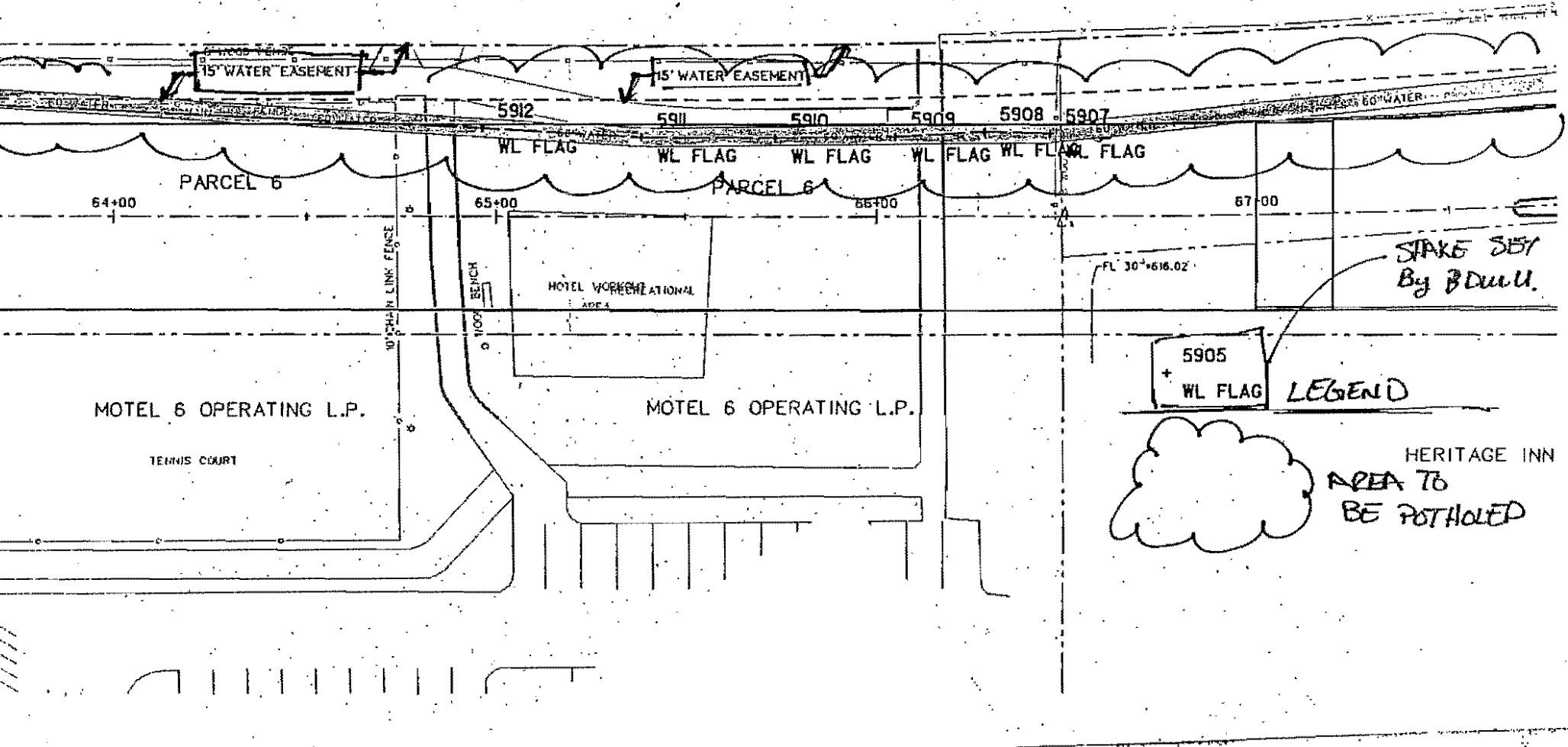


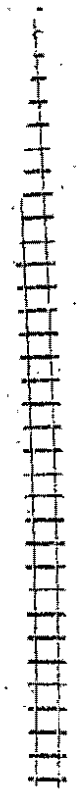


DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION

MFO UCC

ION





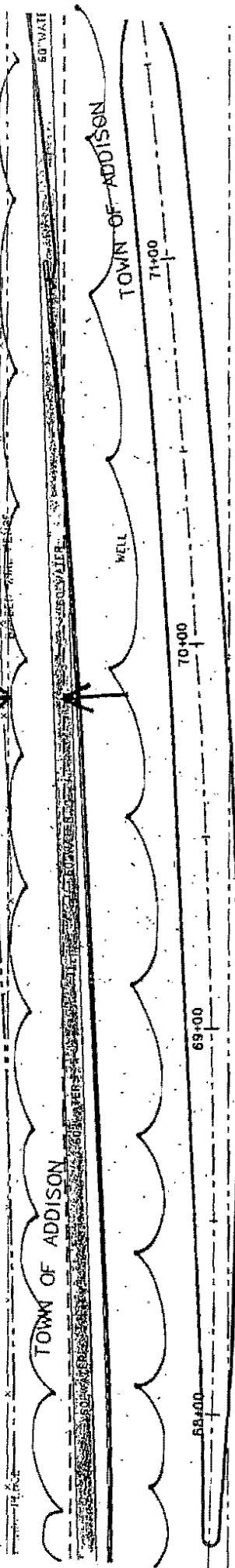
ON

1:21,000

WATER LINE
EASEMENT

FL 0.1600

FL 18"-619.01



PARCEL 5

FL 32"-618.85

PARCEL 5



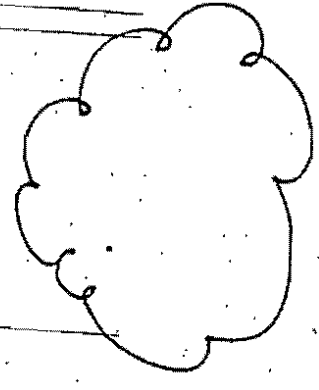
HERITAGE
INN PARKING LOT

INN NUMBER XIII

FL 30"-618.58

FL 32"-619.09

LEGEND



AREA TO
BE POTHOLED

RR-SWITCH

RR-SWITCH

DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION

VAULT
LETTING
DRUGS

NO RECORD OF
EASEMENT

TOWN OF ADDISON

PARCEL 3

FL 18" x 619.07

15' WATER EASEMENT

5904 5903 5902

5901 5900

6" CHAIN LINK FENCE

WL FLAG WL FLAG WL FLAG

WL FLAG WL FLAG

71+00

72+00

TOWN OF ADDISON

71+00

5

5

5

5

5

5

5

5

5

5

5

5

5

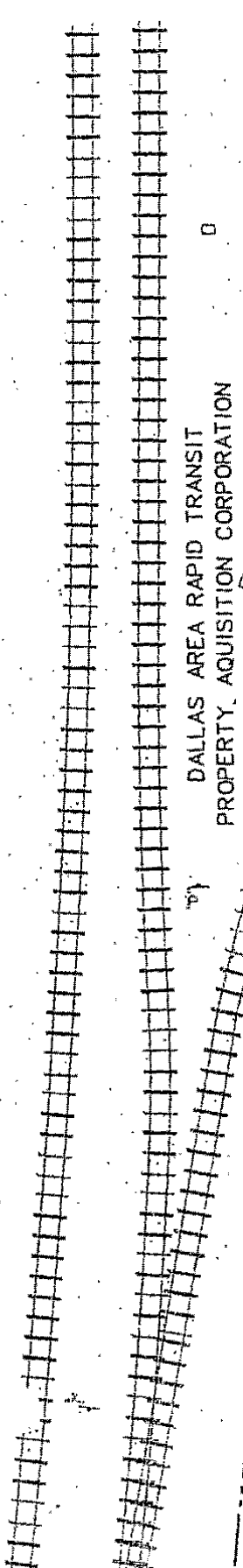
5

HERITAGE INN NUMBER XIII

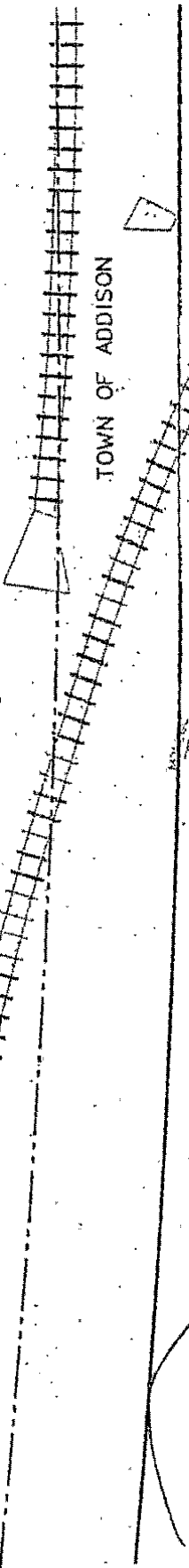
HERITAGE
INN

PARCEL 2

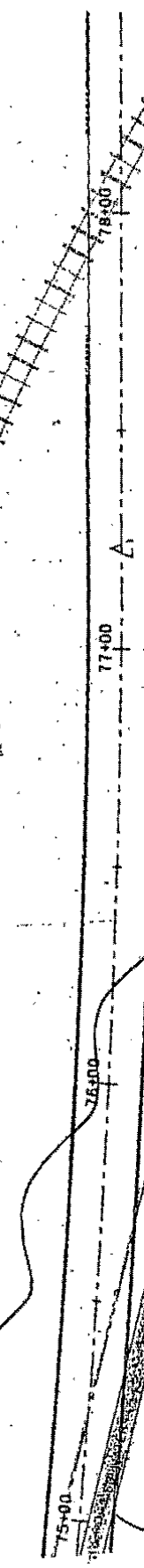
CITY OF
DALLAS



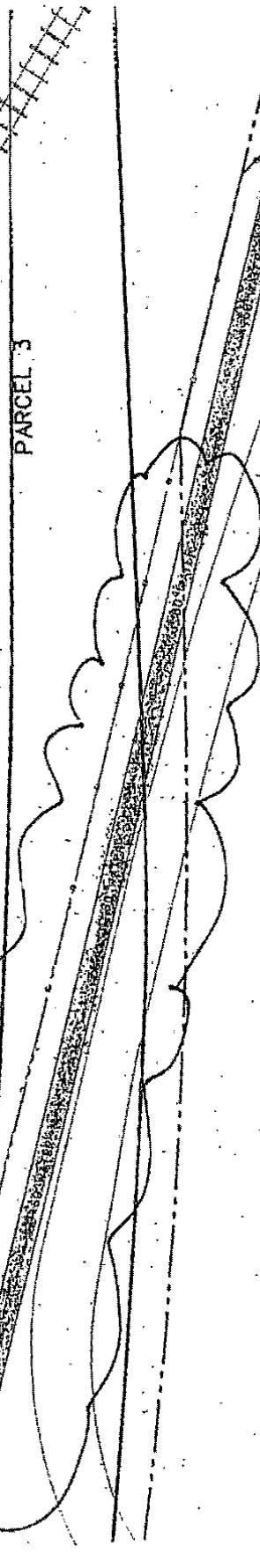
DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION



TOWN OF ADDISON



PARCEL 3



CITY OF DALLAS

75+00

76+00

77+00

78+00

JSN FILE



dallas water utilities

320 E. Jefferson Dallas, TX 75203

FAX TRANSMITTAL MEMO

DATE: October 15, 2002 NO. OF PAGES SENT (INCLUDING COVER SHEET): 2

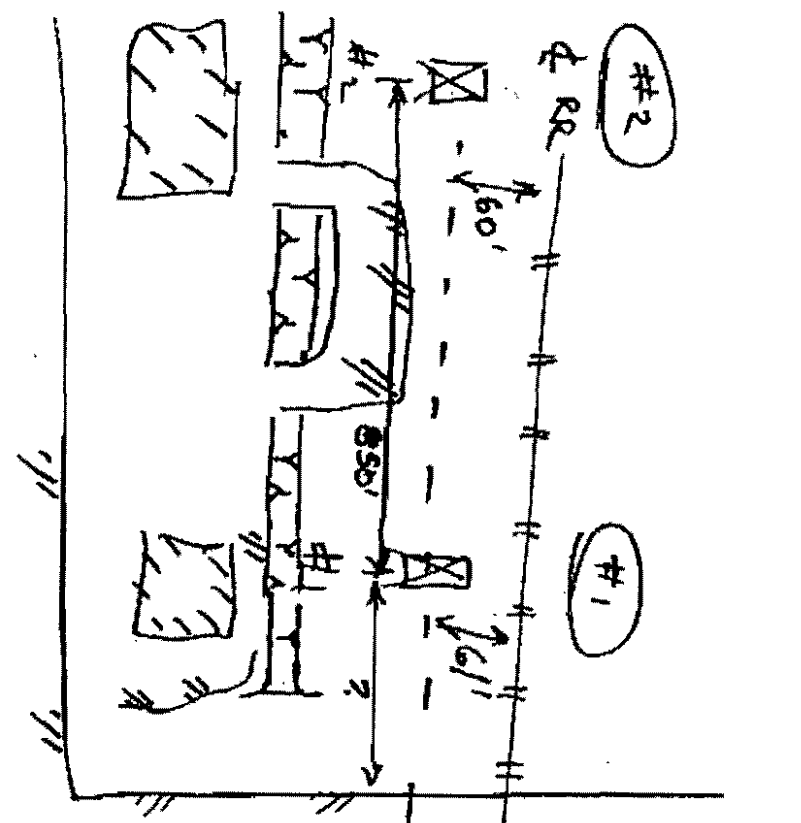
TIME: 3:13 PM

TO: NAME: Jenny Nicewander
COMPANY: HNTB
FAX NO.: (972) 661 5614
TELEPHONE NO.: (972) 628 3164

FROM: NAME: Erick Steitle
TELEPHONE NO.: (214) 948-4643 FAX NO.: (214) 948-45

COMMENTS:
FIELD NOTES FROM POT-HOLING ON ARAPAHO EXTENSION
SOUTH OF DART RR - 1000' WEST OF MIDWAY TO
1500' EAST OF MIDWAY
IF YOU HAVE ANY QUESTIONS PLEASE CALL ME
214-948-4643
THANKS

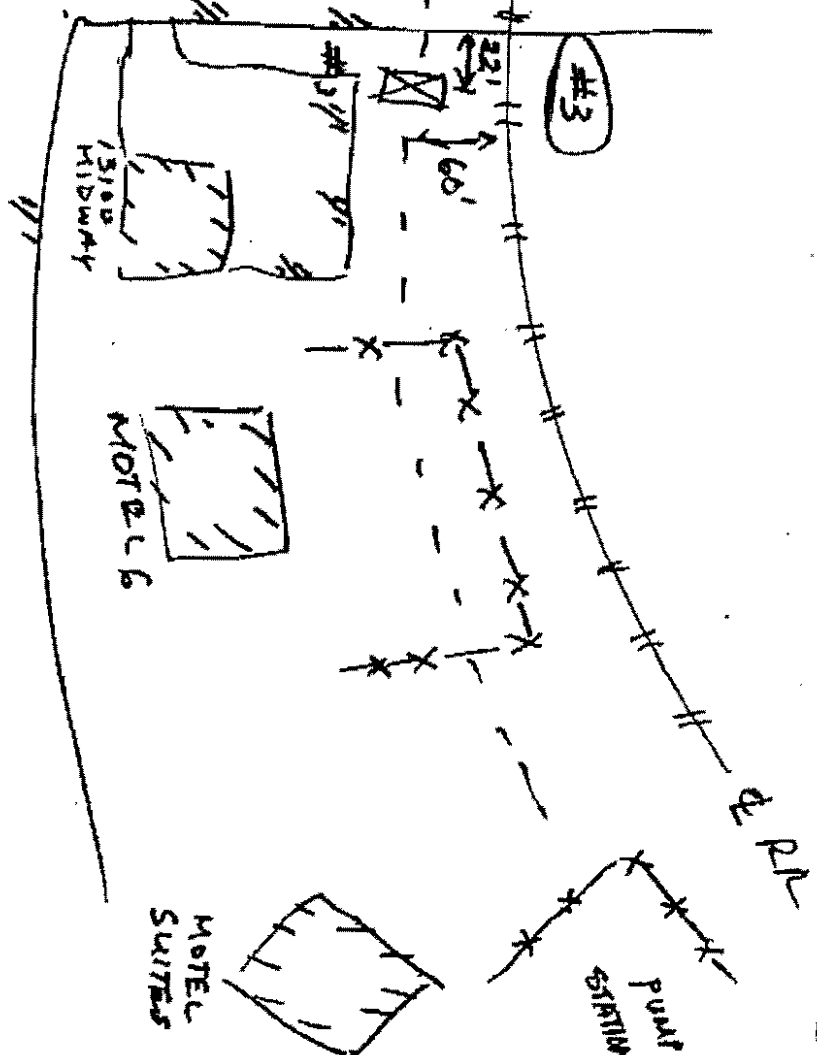
HOLE	DIST FROM TRAIL
1	61'
2	60'
3	60'



MIDWAY

See phone call

JENNY - I WILL GET THE EXACT DISTANCE TO HOLE #1 TOMORROW - PLEASE REPLY WITH ANY DETAILS YOU WOULD LIKE ME TO INCLUDE I MAY HAVE LEFT OUT - ERICK



BELT LINE

CALL TO FRICK STEITL

OF DWU 214-9218-443

CALL FROM JSM

OF HNTB

BY _____

SUBJECT DISCUSSED

ACTION TO BE TAKEN

FAX SENT BY DWU @ 3:15

1) DIST TO WATER LINE IS TO
CENTER OF WATER LINE - YES

2) DIST TAKEN FROM C OF
RAILROAD - YES

C RR → C PIPE

DWU WILL STAKE PIPE @ EDGE LOCATIONS
W/ C AND EDGE OF PIPE.

- STAKES WILL BE APPROX BASED ON
BORINGS

COPY TO:

FILE TO
COCCSP JSN
25768/DSL



dallas water utilities

320 E. Jefferson Dallas, TX 75203

FAX TRANSMITTAL MEMO

DATE: October 16, 2002 NO. OF PAGES SENT (INCLUDING COVER SHEET): 2

TIME: 4:13 PM

TO: NAME: Jenny Nicewander
COMPANY: HNTB
FAX NO.: (972) 661 5614
TELEPHONE NO.: (972) 628 3164

FROM: NAME: Erick Steitle
TELEPHONE NO.: (214) 948-4643 FAX NO.: (214) 948-451

COMMENTS:
FIELD NOTES FROM POT-HOLING ON ARAPAHO EXTENSION
SOUTH OF DART RR - 1000' WEST OF MIDWAY TO
1500' EAST OF MIDWAY
IF YOU HAVE ANY QUESTIONS PLEASE CALL ME
214-948-4643
THANKS

ERICK STETTLER
FAX 214 7404599

60 FT
60 FT
6 FT
DEEP
FROM R.R.
TRK

128 FT
West of
Midway
8 FT
DEEP
61 FT
South of
R.R. TRK.

Midway Rd

22 FT
East of
Midway
60 FT
RCP
10 1/2 FT
DEEP
60 FT
FROM
R.R. TRK

9 FT
DEEP
59 FT
FROM R.R.
TRK

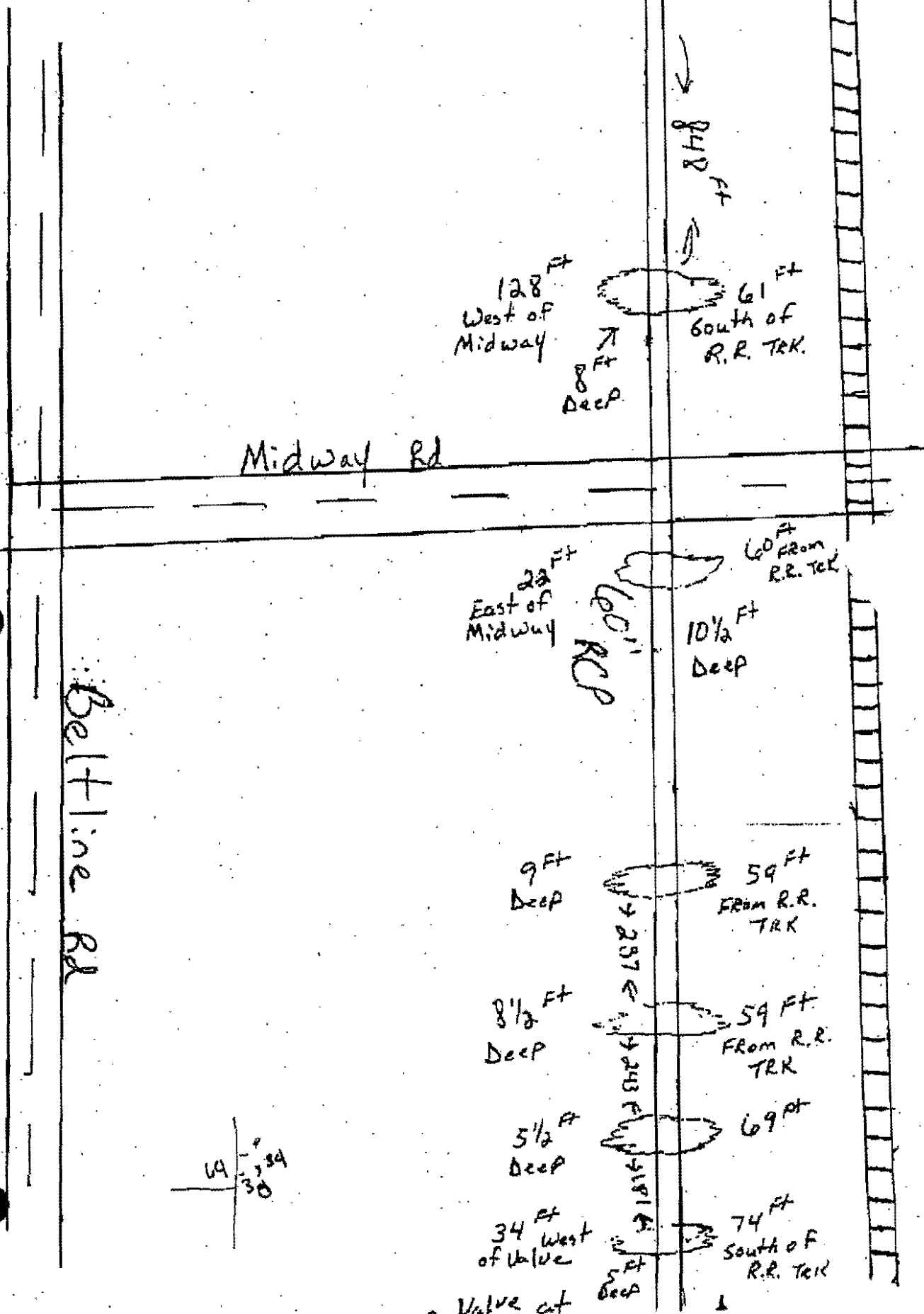
8 1/2 FT
DEEP
59 FT
FROM R.R.
TRK

5 1/2 FT
DEEP
69 FT

34 FT
West
of Valve
5 FT
DEEP
74 FT
South of
R.R. TRK
Valve at

Beltline Rd

64
-
30



HNTB

RECORD OF TELEPHONE CALL

Job No.

Date:

CALL TO _____

OF _____

BY _____

OF _____

SUBJECT DISCUSSED

ACTION TO BE TAKEN

11/28/79
10/28/79 Pot hole dist
E of Midway 579'

Thurs 9:39 Luke - call back

Thurs @ 1:41 E. Star again
meeting for Thursday

Thurs @ 11:39 - Cata blood call

Sat @ 11:52 - Veronica 10/29
972 818 at 100

579' between pot holes
So not in Motel Co
So we'll need to move 40' east

Call w/ E. Steidle

Valve on E
30' w of T
34' w of V last pot hole.

4x30

COPY TO:

NOTE: This record to be retained in the master file.

~~Sept~~ Tuesday September 24, 2002

LUNCH

- RETURNS

- HAIR

- VOICE

- ME

- LOAN

- Cal of mus.

closing

Get Supplemental info ready - Anapaho

call Tony Krauss about ~~the~~ fee

work on fee

Expense Checks - 2 TX

emailed @ 8:30

called @ 10:00

↳ Secretary said he was in but on the phone left message

need to ask him about 1.9 mil fee

Wed. Sept 25, 2002

Road along S.W.?
Const East

Hair

mail

called Harid regarding water line

↳ he will look into it and call this afternoon.

need to verify location

expense report

oak lawn to clean up align w/ typ.

CALL TO JERRY HOLDER OF HNTB
CALL FROM ERIC STEITL OF DWU - RELOCATIONS DEPT.
BY 2) 948-4643

SUBJECT DISCUSSED

- ERIC SAID THAT HE NEEDS TO BE THE CONTACT FROM NOW ON. HE IS THE PM ASSIGNED TO THIS PROJECT
- ERIC WAS ALARMED TO SEE A SKETCH WE SENT HIM SHOWING THE BRIDGE THRUST BLOCK OVER THE 60" H₂O. I ASSURED HIM NOTHING HAS BEEN DESIGNED & IT WAS THE PURPOSE OF THIS MEETING TO DISCUSS DWU REQUIREMENTS. (WE NEED TO BE CAREFUL ABOUT WHAT WE SEND OUT TO PEOPLE).
- DWU CAN'T MAKE THE MEETING TOMORROW & WOULD LIKE TO RESCHEDULE FOR OCT. 30th AT 2:00 pm.

ACTION TO BE TAKEN

RESCHEDULE W/

- CALL BRUCE - }
- CALL LRS - }
- CALL TQA - ✓

LET DWU
IF 30th IS

COPY TO: EDM, JSM, 25768-DS-301

Mapaho Waterline meeting 2:00

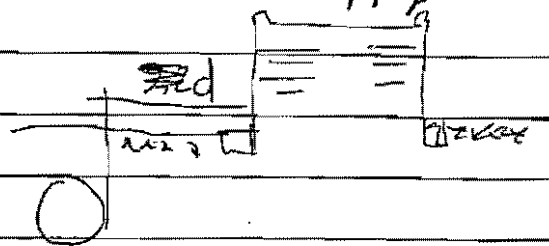
w/ Don, JH, LM, JSN, DB, SC, Shore Craft - DWU, Randy Nelson
Jim Pierce - E. Skell - DWU

Long w/ intro

Goal: not to disturb 60" waterline so that DWU is happy

comfortable w/ design

→ description and drawing of MSE wall



Pothole 2 9.2'

DWU shows no Tee but a 90° bend

Value structure to built in road near 90° bend
might be brick (old) manhole → might need to replace

DWU → ok w/ 5' cover (if no air valve)

fill slope instead of RW on E Side

Soda piles vs MSE would prevent blowout
1:1 slope from 2'-3' below 60" fitrench

Rock 2-10' from ground

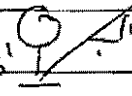
Dart line → could be electric line w/ → potential problem
↳ communitie line, diesel

Pipe rot (joint) not bonded might need to replace eventually
Pushed - 40yo old

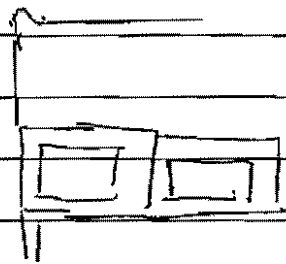
Input Main, Canalton, FB (1/2 their water supply) + some
of Addison

Would be hard to test line (eddy current) would 3 cities - line down
- acoustic testing

w/ drilled shafts \Rightarrow need 3' from (solid pile.)
 \hookrightarrow deep enough to ~~be~~ handle any construction
w/ 60" dia

- DWL wants 1:1 of 3' 

- Modify box to accommodate wall use as a footing
and not use MSE strap



on E side what's min dist from ^{WL} Sol. wall (3')

- need

can stop RW and let fill come from Road.

- need to look @ how to replace existing Mt

Bridge issues

60" w/ 72" OD

need to send URS new water line file
might need a narrower S.W on top of bridge

Concern w/ above ground structures - will need enough room
now so inside Area \int for beam to

RW over pipe

water valve \Rightarrow will need to coord w/ Add. they shut
off line 2.3 times a year for maint.

Put gas line in front DART (North of RR)

wd Drilled Shafts - 3' min even if expose pipe to build

- Send plans to Eric as plans also develop to have
Routed through Dura

Rew a Eminent issues

Const. Sched hope next Summer

for pmcal 12/13 Change TCE TO get out
bldg.

THURSDAY PRINT JPI'S get prescription @
 PRINT YEAR CAL. Eureka
 PRINT D.Q'S

Monthly Project review mtg

→ PRINT OUT YEARLY CALENDAR

JT POT

	ALABAMA PH 3	GA/LAUND	FRISCO	ALBA.
QW	SCHED BASED ON BRIDGE? 2-mo for 65% SCOPE CHANGE → LTI/DECEL DO-ABLE? INCL DRAINAGE CHANGES TO BOX CUL/RW	- Task to structure about VA on Ramp - Next submitted → STOP - geo tech being done? ↳ NO	INTERNAL REVIEW THANKS GW. WEEK GREEN, GABBY STREET 11/4 PART TIME? - WHO TO REVIEW - WATER SEWER ?'S	- SCHED. REP. ON CONTRACT <input type="checkbox"/> get sched from files Put tentatively on Cal.
OT	GET D.Q. LOOK @ HOURS 200. CONCERN'S VS. MTH VSTOY	- Schedule / - Speed → quantity list	COULD BE IN TROUBLE 65% submittal # 12/16	
WB	STATUS OF S.A. JPI REVIEW	??	- get D.Q. sep about H hours	
CS	PROB. ? → keep them upto date on R/D items	EA COPIES (???) Pore Data & kind in		

diff work

HNTB

The HNTB Companies

RECORD OF
TELEPHONE CALL

Job No.

Date:

11/15/02

CALL TO _____

OF _____

CALL FROM _____

OF _____

BY _____

SUBJECT DISCUSSED

ACTION TO BE TAKEN

Elick from DW4

access to W.L.

Dant has stride limitations on access. ↓ will allow heavy equip w/in 25' of outside rail.

← Have 25' + easement + WL/Bridge

→ concern if Dant increases Service Capacity → can can

no plans ↓ for now.

COPY TO:

NOTE: This record to be retained in the master file.

THURSDAY DECEMBER 12, 2002

□ Call Jack Hatchell 972-424-1368

□ Call Mike Russell about Frisco Row
NORTH
AZALEA

Jerry Holden → tell you digging

DW^W
mtg

✓ □ Called 12/12/02 10:25
Left msg

RR CROSS. IN CONTROLS?
1.5 Sec vs 1.0 Sec Timing

FRIDAY December 13, 2002

7:30

□ D Frisco mtg for proposal

□ -

Luke → exhibit 5 (4)

dog food

walk msg

Macys

golf club

T. 12.15.02

Vokay WEON5

Dwell mtg

present to Dwell dist we were going to
be from Pipe 10-11-ft
w/ 8-9' sidewalk

presented removable sidewalk "great idea"

Bridge part falls away except thrust block

Cliff for present, straddling pipe

a small thrust block w/ 3' clear w/ thrust & pipe

Said preferred moving must

Dwell 2 options 1 leave pipe line

a re locate down center of roadway

replac^{ed} w/ "B. 84"

Can have pipe relocated by fall → can be designed in 3 mo

PROJ : Arapaho Rd 60" Estimate		PREP,D BY: Erick Steitle		DATE: 01/08/2003 SHEET:				20% \$2,352,684.00		
FILE # :		CHECK,D BY:		REVISD:		REVIEWED:		EST.: \$1,960,570.00		
ITEM NO	ITEM DESCRIPTION	UNIT	Unit Price	GEN ITEMS	SHT	PLAN QUANTITY	ROUNDED QUANTITY	BID QUANTITY	UNIT PRICE	BID ESTIMATE
180C	8" PVC Water Pipe	LF	\$44.00	0		0	0	0	44.00	\$0.00
201J	60" PCCP Water Pipe	LF	\$340.00	0	4500	4500	4500	4500	340.00	\$1,530,000.00
502	Iron Fittings	EA	\$2,000.00	10		10	10	10	2,000.00	\$20,000.00
505	Water Service	EA	\$520.00	1		1	1	1	520.00	\$520.00
520K	60" Butterfly Valve	EA	\$85,000.00	0	2	2	2	2	85,000.00	\$170,000.00
550O	60" Water Not Open Cut	LF	\$900.00	0	100	100	100	100	900.00	\$90,000.00
692C	Trench Safety and Support	LF	\$1.70	0	4500	4500	4500	4500	1.70	\$7,650.00
707B	Class B Concrete	LF	\$135.00	200	800	1000	1000	1000	135.00	\$135,000.00
771D	Storm Water Pollution Prevention	EA	\$2,000.00	1		1	1	1	2,000.00	\$2,000.00
771E	Erosion Control	EA	\$2,000.00	1		1	1	1	2,000.00	\$2,000.00
773A	Disposal of Heavily Chlorinated Water Main Flush	EA	\$2,000.00	1		1	1	1	2,000.00	\$2,000.00
2050	Investigation	EA	\$350.00	4		4	4	4	350.00	\$1,400.00

PROJ : Arapaho Rd 84" Estimate		PREP,D BY: Erick Steitle		DATE: 01/08/2003 SHEET:				20% \$3,264,684.00		
FILE # :		CHECK,D BY:		REVISD:		REVIEWED:		EST.: \$2,720,570.00		
ITEM NO	ITEM DESCRIPTION	UNIT	Unit Price	GEN ITEMS	SHT	PLAN QUANTITY	ROUNDED QUANTITY	BID QUANTITY	UNIT PRICE	BID ESTIMATE
180C	8" PVC Water Pipe	LF	\$44.00	0		0	0	0	44.00	\$0.00
201M	84" PCCP Water Pipe	LF	\$465.00	0	4500	4500	4500	4500	465.00	\$2,092,500.00
502	Iron Fittings	EA	\$2,000.00	10		10	10	10	2,000.00	\$20,000.00
505	Water Service	EA	\$520.00	1		1	1	1	520.00	\$520.00
520N	84" Butterfly Valve	EA	\$125,000.00	0	2	2	2	2	125,000.00	\$250,000.00
550S	84" Water Not Open Cut	LF	\$1,400.00	0	100	100	100	100	1,400.00	\$140,000.00
692C	Trench Safety and Support	LF	\$1.70	0	4500	4500	4500	4500	1.70	\$7,650.00
707B	Class B Concrete	LF	\$135.00	300	1200	1500	1500	1500	135.00	\$202,500.00
771D	Storm Water Pollution Prevention	EA	\$2,000.00	1		1	1	1	2,000.00	\$2,000.00
771E	Erosion Control	EA	\$2,000.00	1		1	1	1	2,000.00	\$2,000.00
773A	Disposal of Heavily Chlorinated Water Main Flush	EA	\$2,000.00	1		1	1	1	2,000.00	\$2,000.00
2050	Investigation	EA	\$350.00	4		4	4	4	350.00	\$1,400.00

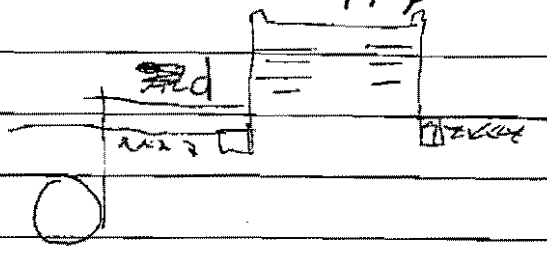
*Pipe work cost only in open field.
Street Rehab & easements not included*

Belterment
\$760,000.00

Neepah Waterline meeting 2:00
w/ Dan, JH, LM, JSN, DB, SC, Shore Craft - DWU, Randy Nelson
Jim Pierce - E. Skell - DWU

Long w/ intro

Goal: not to disturb 60" waterline so that DWU is happy
(~~at~~ comfortable w/ design)
→ description and drawing of MSE wall



Pothole 2 9.2'

DWU shows no Tee but a 90° bend

Valve structure to built in road near 90° bend
might be brick (old) manhole → might need to replace

DWU → ok w/ 5' cover (if no air valve)

fill slope instead of RW on E Side

Soils piles vs MSE would prevent blow out
1:1 slope from 2'-3' below 60" fitrench

Rock 2-10' from ground

Dat line → could be electric line w/ → Potential problem
↳ communit. line, diesel

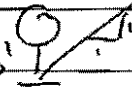
Pipe rot (Joint) not bonded might need to replace eventually
Pushed - 40 yrs old

Input at Main, Canelton, FB (1/2 then Water Supply) + Some
of Addison

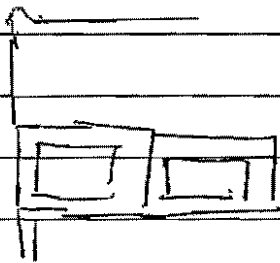
Would be hard to test line (eddy current) would 3 cuties + line down
- acoustic testing

w/ drilled shafts \rightarrow need 3' from (Solid pile)
 \hookrightarrow deep enough to handle any construction

w/ 60" dia

- Dwell wants 1:1 of 3' 

- Modify box to accommodate well use as a footing
and not use MSE strap



On E side what's min dist from ^{wl} Sol. wall (3')

- need

can stop RW and let fill come from Road.

- need to look @ how to replace existing Mt

Bridge issues

60" w/ 72" OD

need to send URS new water line fill
might need a narrower S.W. on top of bridge

Concerns w/ above ground structures - will need enough room
now SW inside Anel \downarrow for beam to

RW over pipe

water valve \rightarrow will need to coord w/ Add. they shut
off line 2-3 times a year for maint.

Put gas line in ~~Out~~ DART (North of RR.)

w/ Drilled Shafts - 3' min even if expose pipe to build

- Send plans to Erick as plans also develop to have
Routed through Durr

Row a Event issues

Const. Sched hope next Summer

for parcel 12/13 Change TCE To get out
bldg.

Thursday

- PRINT JPI'S
- PRINT YEAR CAL.
- PRINT D.Q'S

get prescription @
Erick's

Monthly Project review mtg

→ PRINT OUT YEARLY CALENDAR

PT POT 0

	ARAPAHO PH 3	GAULAWN	FRISCO	ALBA
GW	SCHED BASED ON BEIDGE? 2-Mo for 65% SCORE CHANGE → LT/DECEL DO-ABLE? INCL DRAINAGE CHANGES TO BOX CUL/R/W	- Task to structure about V.A on Camp - Next submittal → ^{SID} - geo tech being done? ↳ NO	INTERNAL REVIEW THANKSGIVING WEEK GREEN GABBY STREET 11/4 PART TIME? - WHO TO REVIEW - WATER SEWER ?'S	- SCHED. DEF. ON CONTRACT <input type="checkbox"/> get solid from files Put tentative on Cal.
OT	GET D.Q. LOOK @ HOURS 200. CONCERNS VS, MTH VSTAY	- Schedule - Speed → quantity list	COULD BE IN TROUBLE 65% submittal 12/16	
WB	STATUS OF S.A. JPI REVIEW	??	- get D.Q. sep about H hours	
CS	PROB. ? → keep them upto date on L/D items	EA COPIES (???) Post-DNR & bind in		

diff work auth.

Timeline – Discussions w/ DWU

- 02/12/99 – Letter from GBW to DWU regarding proposed Arapaho alignment being 10-feet inside DWU's easement.
- 03/15/99 – Meeting minutes from a meeting between HNTB and Town of Addison staff concerning project. John Baumgartner stated "still working w/ DWU on easement".
- 03/24/99 – Telephone Record between C. Sylo and Jim Pierce.
- 04/22/99 – Notes from meeting between C. Sylo, Kelsey Johnston, and Bruce Grantham.
- 04/22/99 – Letter from HNTB to Town of Addison discussing alignment options for Arapaho. Mentions having a positive response from DWU regarding the technically preferred alignment.
- 9/11/02 – Fax from HNTB to Hamid Baha – showing 60" waterline and Arapaho alignment
- 9/25/02 – phone call to Baha – said he would look into it and get back with us.
- 9/26/02 – fax to Michael Fay – concerns about 60" water line and request to have it potholed
- 10/15/02 – fax from DWU to HNTB (E.Steitle) – field notes on potholing that had been done
- 10/15/02 – phone call with DWU and HNTB (E. Steitle) regarding staking potholes
- 10/16/02 – fax from DWU to HNTB (E.Steitle) – more field notes on potholing that had been done
- 10/21/02 – phone call with DWU and HNTB (E. Steitle) regarding pothole locations and a valve.
- 10/23/02 – phone call with DWU and HNTB (E. Steitle) concerns about bridge design and rescheduling the meeting until 10/30/02
- 10/30/02 – meeting at Addison Service Center w/ town of Addison (JP, SC), HNTB (JDH, LM, JSN, DB), URS (CH) and DWU (E. Steitle, Randy Nelson, Steve Hardy and Shane Craft) – discussed waterline issues.
- proximity of waterline to retaining wall – soldier piles might be needed for a stretch – would need min 3-foot clear of waterline
 - line will need to be replaced eventually – 40-years old now
 - showed roll plot of alignment and proximity to the 60" water line.
 - Illustrations were drawn on dry erase boards showing road retaining walls 8 to 10 feet clear of waterline.
- 11/15/02 – Phone call from DWU to HNTB regarding DART access to 60" waterline. Dart said it wouldn't be a problem and DART would allow heavy equipment w/in 25-feet of the rail line. Problem could arise in the future if DART increases the service capacity along that line by adding another railroad track, although there are no plans for that at the moment.
- 12/12/02 – meeting at HNTB's office w/ JH, JSN, CH, E. Steitle, Erling Holey and Steve Hardy to discuss sidewalk encroaching on DWU's easement
- HNTB proposed a removable sidewalk where the sidewalk is elevated in case they need to get in for repairs.
 - moving the thrust block in so that it was not over the 60" pipe and not straddling it

- Cliff presented two options for the thrust block locations. The first was to move the arch inside of the sidewalk and obtain the 3-foot clearance desired by DWU. The second was to straddle the 60" pipe with drilled shafts. DWU did not like the second option but were alright with the first one.
- DWU stated they saw they had 2 options
 - o Not move the pipe at all and leave it where it is
 - o Replace the 60" w/ an 84" prior to the construction of the road/bridge. HNTB to do the design in conjunction w./ the bridge. Cost approx 1.5 million could get out of the emergency fund if needed.
- JDH asked 2 questions
 - o Could the line be constructed before the road was built? – DWU response was that if HNTB could design it in the next three months then the construction time wouldn't be a problem.
 - o Did DWU have the money to have it designed and built. DWU's response was that the money could be taken from an emergency fund if necessary. I quick estimate was that it would cost approximately 1.5 million and that was doable.

01/09/02 – meeting w/ Town (Luke Jalbert), HNTB (Jerry Holder), URS (Cliff Hall), and DWU (Erlin Holey, Erick Stietle, and Tonia Lichtenberg).

- DWU presented the only 2 "acceptable" alternatives they would offer.
 - o Move the road south to get out of the 30-foot easement
 - DWU was told that this would involve buying additional RO" demolishing existing building and it was an unacceptable alteri
 - o Relocate the 60" to another location. DWU to pay for engineering. Addison to pay for construction. Two locations discussed:
 - In front of Charter Furniture
 - A completely new and unknown location.
- HNTB pointed out there would be 20 feet between the north easement line and the roadway. DWU stated this was not enough room to work on the pipeline. It was pointed out to them that they only had a 15 foot easement on the east side of Midway.

CHARLIE STRANGETT
CHUCK MUMMAN



RECORD OF TELEPHONE CALL

Job No.

Date: 11/15/02

CALL TO _____

OF _____

CALL FROM _____

OF _____

BY _____

SUBJECT DISCUSSED

Elick from DW4
access to W.L.
Dant has stride limitations on
access. ↓ will allow heavy equip
w/in 25' of outside rail.
← Have 25' + easement + WL/Bridge
→ concern if DAnt increases
Service Capacity → concern
no plans ↓ for now.

ACTION TO BE TAKEN

COPY TO:

NOTE: This record to be retained in the master file.

Arapaho Rd.

Ron Whitehead, John Baumgartner, Bill Dupp, Jim Pierce, Bruce G. C. Syke

3/15/99

1501 Midway p. owner Marilyn

Joe

Paul

Gary

4139 Centurion Way

prop. owners.

RW 4-lane street
not to serve retail

JB Brief history of project

RW Can take care of design concerns
public process - design

JB Still working w/DWU on ismt.
Prop. owners own to tree line

Darry Not concern w/bridge

Clear hgt to go 2 stories

↑ size 18k-20k from ex. 30k.

100% aircond.

MBNA - all office

double fiber optics

paved parking in rear - want to keep parking

94. health club - office now

Interwest - office now

ATC - office

N. of RR industrial

\$8-10k/sf
Jamison healthy

DECEMBER 12, 2002

call Jack Hatfield 972-424-1369
call Mike Russell about Frisco Row
NORTH
AZALEA

Jim Holder → tell you digging

DW
mtg

✓ called 12/12/02 10:25
left msg

RR CROSS. IN CONTROLS?
1.5 Sec vs 1.0 Sec Timing

FRIDAY December 13, 2002

7:30

DFrisco mtg for proposal

□-

Luke → exhibits (4)

dog food

walk meg

Macy

golf club

TITLES

Volley WEONIS

Dixie mtg

present to DWL that we were going to

be from Pipe 10-11-ft

w/ 8-9' sidewalk

presented removable sidewalk "great idea"

Bridge part farther away except short block

Cliff for present, straddling pipe

a small short block w/ 8' clear w/ short pipe

Said preferred 3 morning must

DWL 2 options 1 leave pipe line

or relocate down center of roadway

replace w/ 8-8 1/2"

can have pipe relocated by fall → can be designed in 3 mos