

2000-1 Addison Circle

Utilities Agreement - 1995

W. C. ...



Tim Brancheau
Account Manager - Coppell
Farmers Branch District

October 19, 1995

Mr. Bryant Nail
Vice President - Development
Columbus Realty Trust
15851 Dallas Parkway, Suite 855
Dallas, Texas 75248

COPY

Dear Bryant:

As discussed in our earlier conversation, TU Electric is pleased to provide electric service to the Addison Circle project in Addison, Texas. Our understanding is that Columbus Realty Trust is acting as agent for and partner with the Town of Addison and is wholly responsible for all utility work within the Addison Circle project. In an effort to simplify language, the partnership between Columbus Realty Trust and the Town of Addison will hereafter be referred to as "Columbus".

This letter is to specify the responsibilities of TU Electric and Columbus during the development of Addison Circle. These include design, construction and financial responsibilities as related to this project. This information is based on electrical load information as provided by Columbus to TU Electric as of October 1, 1995. Any changes or revisions in this electric load information or locations of said load will require changes in our design and changes in our earlier agreed upon responsibilities in serving this project.

Columbus will be responsible for the following items during the development of the entire tract. Items 1 through 7 pertain to customer requested, nonstandard off-site improvements (those required to get electric distribution facilities to your project sites) and items 8 through 11 pertain to on-site improvements (those improvements on specific project sites).

1. Columbus will design the 6E6 (six - 6 inch concrete encased conduits) duct system to TU Electric specifications. See attached TU Electric specification MDD-5.
2. Columbus will layout the 6E6 duct system within the project as specified by TU Electric.
3. Columbus will be responsible for the construction of the 6E6 duct system to TU Electric specifications. Construction of said duct system involves all civil work including but not limited to trenching, concrete, rebar, conduit, manholes, pull boxes and all labor and expenses incurred therein. See attached TU Electric specifications MDD-5 and DS 40209.

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4. Manholes for the duct system are to be designed and constructed by Columbus to TU Electric specifications. See attached TU Electric specification MDD-5.
5. Layout for the manholes will be as specified by TU Electric.
6. Columbus will design and construct the 4E6 (four - 6 inch concrete encased conduits) duct system from the required manholes to the switchgear required for service. Design and construction, including labor, materials and all associated costs, of said 4E6 duct system will be to TU Electric specifications. See attached TU Electric specifications MDD-5 and DS 40209.
7. Columbus will be responsible for construction, including labor, material and all associated costs, of switchgear pads required for service, as laid out by TU Electric. Switchgear pads will be constructed to TU Electric specifications. See attached TU Electric specification MDD-5.
8. Columbus will be responsible for construction, including labor, materials and all associated costs, of the loop feed designed conduit from the switchgear to the transformers. This conduit, including its required spares, will be built to TU Electric specifications. Layout design for the conduit will be provided by TU Electric. See attached TU Electric specification DDS-3 UG.
9. Columbus will be responsible for the construction, including labor, materials and all associated costs, of the transformer pads. Transformer pads will be built to TU Electric specifications. Columbus will provide proper space, as determined by TU Electric, for the location of said switchgear and transformers. Proper clearances, horizontal and vertical, will be required before installation of facilities begins. See attached TU Electric specifications DDS-3 UG and DDS-4 UG.
10. Columbus will be responsible for the construction, including labor, materials and all associated costs, of the conduit from the transformers to the meters. Said meters will include residential, commercial and municipal accounts. Conduit used for residential meters will be laid out and built to TU Electric specifications. See attached TU Electric specifications DDS-3 UG and DDS-4 UG.
11. Columbus will be responsible for the installation of all residential, commercial and municipal meter bases. Location of meter bases will be determined by TU Electric.
12. All TU Electric facilities will be located in platted TU Electric easements. These easements are to be included on the Final Plat of this property submitted to the Town of Addison after TU Electric has reviewed and concurred with said easements.

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TU Electric will be responsible for the following aspects during construction of the development:

1. TU Electric will provide a layout for the electric facilities required for the development, including 6E6 duct system, 4E6 duct system, manholes, switchgear pads, transformer pads, conduit and meter locations.
2. TU Electric will provide and install all primary voltage electric cable required for the duct system and the transformers.
3. TU Electric will provide and install transformers and all necessary electrical appurtenances required for service up to the points of delivery, said points of delivery being specified by TU Electric.
4. TU Electric will provide and install services (up to 150 feet) required for residential purposes. Services for commercial and municipal accounts will be provided and installed by Columbus.
5. TU Electric will provide all meter bases and meters for its customers for the development. Sub-meters and meters for non-TU Electric accounts will not be provided by TU Electric.
6. TU Electric will install street lights as requested by the Town of Addison. Columbus will provide and install all required conduit, hand holes and foundations to TU Electric specifications. TU Electric will install street lights and street light cable as required. Columbus will be financially responsible for all street lights installed other than those of normal design (100 watt high pressure sodium colonial style luminaries on fiberglass standards). No customer or city owned facilities (conduit, electrical plugs, etc.) will be allowed on the street lights. TU Electric will provide the street light layout to Columbus. Relocation cost of existing street lights will be at Columbus' expense.

We look forward to working with you to provide your customers with an exceptional product. Please call me at 888-1307 if you have any questions concerning electric service to this project.

Thank you,



Tim Brancheau

cc: Ron Whitehead - Town of Addison
Joe Waterfield, P.E. - Huitt-Zollars



FARMERS BRANCH DISTRICT
 CUSTOMER SERVICE AND MARKETING
 14400 JOSEY LANE
 FARMERS BRANCH, TEXAS 75234
 FAX (214) 868-1304

DATE: 10-20-95

TO: JOHN BAUMGARTNER

FROM: TIM BRANCHEAU

NUMBER OF PAGES (INCLUDING COVER SHEET) 4

REMARKS: ORIGINAL ^{WENT} ^ TO RON. COPIES OF DDS-3, DDS-4
MDD-5 & DS 40209 ARE IN RON'S PACKET
CALL IF YOU HAVE ANY QUESTIONS. Tim

IF YOU HAVE A PROBLEM IN RECEIVING THIS TRANSMITTAL, PLEASE
 CONTACT _____ AT _____

September 14, 1995

Hotel

	2 year total usage	average monthly usage	# of rooms	gallons per room per month	gallons per day per room
Grand Kempenski	$92,468,961 \div 24 =$	$3,852,873 \div 528 =$		$7,297 \div 30 =$	243
Marriott	$54,537,600 \div 24 =$	$2,272,400 \div 547 =$		$4,154 \div 30 =$	138
Harvey Hotel	$61,094,570 \div 24 =$	$2,545,607 \div 429 =$		$5,933 \div 30 =$	198
summary	$208,101,131 \div 24 =$	$670,880$	$1,504 =$	$5,765 \div 30 =$	192

Irrigation

Grand Kempenski	$12,293,200 \div 24 =$	$512,216 \div 30 =$	17,073 average gallons per day
Marriott	$16,656,410 \div 24 =$	$694,017 \div 30 =$	23,133 average gallons per day
Harvey Hotel	$3,720,000 \div 24 =$	$155,000 \div 30 =$	5,166 average gallons per day
summary	$32,669,610 \div 24 =$	$1,361,233 \div 30 =$	45,374 average gallons per day

September 14, 1995

Multi Family

	2 year total usage	average monthly usage	# of apart.	gallons per apart. per month	gallons per day per apart.
Bent Tree Trails	$21,357,900 \div 24 =$	$889,900 \div 202 =$		$4,405 \div 30 =$	146
Valley of Bent Tree	$10,017,300 \div 24 =$	$417,387 \div 102 =$		$4,092 \div 30 =$	136
Bent Tree Fountains	$28,122,700 \div 24 =$	$1,171,780 \div 184 =$		$6,368 \div 30 =$	212
summary	$59,497,900 \div 24 =$	$2,479,079 \div 488 =$		$5,080 \div 30 =$	169

Irrigation

Bent Tree Trails	$12,489,200 \div 24 =$	$520,383 \div 30 =$	17,346 average gallons per day
Valley of Bent Tree	$4,704,000 \div 24 =$	$196,000 \div 30 =$	6,533 average gallons per day
Bent Tree Fountain	$10,053,600 \div 24 =$	$418,900 \div 30 =$	13,963 average gallons per day
summary	$27,246,800 \div 24 =$	$1,135,283 \div 30 =$	37,842 average gallons per day

September 14, 1995

High rise offices

	2 year total usage	months	average monthly usage	# of sq. ft Net	gallons per sq. ft per month	<i>g/1000 net sf/day</i>
Princeton	9,561,700	÷ 24 =	398,400	÷ 371,000 =	1.07	<i>35.7</i>
Colonnade	33,680,800	÷ 24 =	1,403,360	÷ 610,000 =	2.30	<i>76.7</i>
Spectrum	34,722,000	÷ 24 =	1,446,750	÷ 600,000 =	2.40	<i>80.0</i>

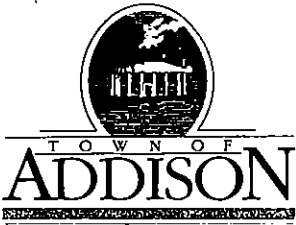
Ave 68.33 g/1000 s.f. net/day

77,964,500 ÷ 24 = 3,248,520 ÷ 1,581,000 = 2.05 gal per month per sq. ft

Irrigation

Princeton	4,592,000	÷ 24 =	191,337	÷ 30 =	6,377
Colonnade	8,263,400	÷ 24 =	344,308	÷ 30 =	11,476
Spectrum	5,156,100	÷ 24 =	214,837	÷ 30 =	7,161

18,011,600 ÷ 24 = 750,483 average ÷ 30 days = 25,016 per. day average ÷ 3 = 8,338 gal. per day



CITY ENGINEER'S OFFICE

Post Office Box 144 Addison, Texas 75001

(214) 450-2886

16801 Westgrove

August 15, 1995

Mr. Andy Oakley, P.E.
Huitt-Zollars, Inc.
3131 McKinney Ave., Suite 600
Dallas, TX 75204

Re: Addison Urban Center - Private Utilities

Dear Andy:

Attached is a listing of the private utility providers with franchise agreements or licenses to use the public right-of-way within Addison.

Because of the nature of Quorum Drive, it would be beneficial to provide them with copies of the master/concept plan so they can properly plan for their utility systems prior to the reconstruction of Quorum Drive.

Please call me if you have any questions or need additional information.

Sincerely,

John R. Baumgartner
Public Works Director/City Engineer

JRB/st

cc: Carmen Moran
Bryant Nail

Attachment

**TOWN OF ADDISON
Franchise Utilities
August 1995**

Telephone

Southwestern Bell - 1-800-395-0440

Electric

TU Electric - 1-800-658-2180

Natural Gas

Lone Star Gas - 1-800-344-8377

Cable T.V.

TCI (Rick Renwick 275-4383) - 445-5753
Herron - 1-800-477-0887

Fiber Optic Companies

TCG (Rick Renwick 275-4383) - 445-5753
MFS (David Dillman 880-0225) - 1-800-344-8377
MCI (Berry Billington) - 918-1968
Sprint - 1-800-344-8377

Others:

Explorer Pipeline - 1-800-344-8377

June 20, 1995

To: Carmen Moran,
Director of Developmental Services

DRAFT

From: John R. Baumgartner, P.E.,
Director of Public Works

Re: Addison Urban Center - Master Utilities Agreement

After review of the draft agreement I received on June 15, I still have the following questions:

1. Where are funds for franchise utilities coming from. At this level it is difficult to determine what cost will be assessed to the district. TU has indicated they want to bring in an overhead feed to the district. This is not consistent with my understanding of Addison's desire to place all new utilities underground. Someone will need to pay for this service.
2. Where will funds come from for the Town to utilize the proper experts (ie: Sasaki, Barton-Aschman, engineers, etc.) for independent plan review, material submittals/proposals (bricks, light standards, etc.), and independent inspections?
3. How are any changes in scope for either the consultants or contractor addressed? Are these district costs or developer risk?
4. There are some up-front costs associated with selling bonds to finance this district. Will these costs be rolled into the bond sale or paid from the budget established for the district.

At this time I am not sure all of the above elements are explicitly addressed in the agreement. During the process we used to estimate costs, I believe items 1 and 2 were included. It could be argued that item 4 was included as contingency. If they are not included here, then they should be budgeted for as an expanded level of service.

Please call me if you have any questions or need additional information.