

2000-1 Addison Circle

Amendment to Master Facilities Agreement for
Funding of Public Infrastructure - 2003

SECRET

John Baumgartner

From: John Baumgartner
Sent: Wednesday, October 28, 1998 8:20 AM
To: Carmen Moran
Cc: Ron Whitehead; Randy Moravec
Subject: Supplemental Agreement to the Master Facilities Agreement

The City Council approved the referenced agreement at the meeting on October 27, 1998 subject to the condition, that the exhibits adequately define the portion of Spectrum Drive that will be constructed as part of this agreement. I assumed that Spectrum Drive is adequately illustrated in the referenced attachments.

It is my understanding that you will provide conformed agreements to Post Properties for signature and you will be the keeper of this contract with regard to obtaining the right-of-way dedication and invoicing Post Properties for their portion of Spectrum Drive.

I will inform Randy by copy of this memo to establish a new capital project for the north extension of Spectrum Drive (from Addison Circle Phase III to Airport Parkway) with a developer contribution of \$190,793. At this time, the remainder of the funds for this project are not budgeted and Project is not part of our 5-year capital projects program.

Please provide Randy and I copies of the conformed agreement after it is executed by the Town and Post Properties.

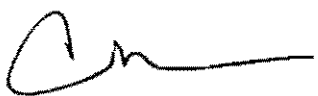
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Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road (972) 450-7000 FAX (972) 450-7043

MEMORANDUM

September 16, 1998

TO: Ron Whitehead, City Manager 


FROM: Carmen Moran, Director of Development Services

SUBJECT: Second amendment to the Master Facilities Agreement for funding of Blueprints at Addison Circle

On July 14, 1998, the Council approved a bid for the construction of Blueprints at Addison Circle, the rond point art piece. As a part of that award, Post Properties agreed to contribute an additional \$100,000 to the \$350,000 it is already contributing toward the cost of the piece. The attached agreement, titled Second Amendment to the Master Facilities Agreement, sets out the terms for contribution of the additional \$100,000 by Post Properties.

The terms of the agreement can be summarized as follows:

Post Properties had previously agreed (through the first amendment to the Master Facilities Agreement) to contribute \$350,000 toward the cost of the art piece. Under this agreement, Post will contribute up to an additional \$100,000. However, the additional \$100,000 will only be contributed if the cost of the art piece exceeds \$2,100,000.

Post Properties shall make its contribution through 15 monthly payments of \$30,000. The City will begin billing Post upon receipt of the first invoice for payment from Westerchil Construction. 

The attached agreement was prepared by John Hill, and has been reviewed by Post Properties. I would like to place the agreement on the City Council agenda for September 22, 1998.

Art. Exhibit 5 attached hereto ('Schedule for Parks and Open Space Improvements') identifies the maximum allowance for improvements to the Rotary Open Space as \$1,000,000, and such maximum has been allocated by the parties hereto (out of the City's Phase I Costs) for the Rotary Art. As of the date of this Second Amendment, it has been determined that the costs and expenses to be incurred for the design (including, but not limited to, work by artists, architects, and landscape architects), engineering, inspection, and construction of the Rotary Art (the 'Rotary Art Costs') exceed \$1,000,000. Notwithstanding any other provision of this Agreement, out of the first \$1,900,000.00 of Rotary Art Costs, the City shall pay \$1,550,000.00 and Post shall pay \$350,000.00. In the event that Rotary Art Costs exceed \$1,900,000.00, the City shall pay the initial \$200,000.00 of any such excess Rotary Art Costs and Post shall pay the next \$100,000.00 of such excess Rotary Art Costs (the payments by Post, including the payments of \$350,000.00 and \$100,000.00, are herein referred to together as the 'Post Payments'). The City shall be responsible for any Rotary Art Costs which exceed \$2,200,000.00. The City's responsibility under this paragraph for Rotary Art Costs exceeding \$1,000,000 shall be in addition to the City's Phase I and Phase II Costs.

2. Post shall make the Post Payments by making 15 monthly payments to the City in the amount of \$30,000.00 each (the "Monthly Payment") in accordance with the following:

The City has entered into a contract with Westerchil Construction Company ('Westerchil') for the construction of the Rotary Art. Upon the City's receipt of the first invoice for payment from Westerchil, the City shall send to Post a copy of the invoice together with a request for the first Monthly Payment. Post shall make the first Monthly Payment not later than ten (10) days following the date of Post's receipt of the City's request for the first Monthly Payment. The second Monthly Payment shall be due and payable to the City on or before the 15th day of the month next following the month in which the first Monthly Payment is made, and Post shall thereafter make a Monthly Payment to the City on or before the 15th day of each successive month; provided, however, that Post's final \$100,000 (or portion thereof) in Post Payments shall not be due until Post is presented with documentation that the Rotary Art Costs have exceeded \$2,100,000.

During the period of the assembling and placement of the Art Piece, Post may be requested by the City to expend additional funds at or near the Quorum Rotary Open Space to facilitate such assembling and placement (e.g. funding for a fence to protect the construction staging area). Post shall provide documentation to the City of any funds so expended, and Post may deduct the amount expended from its final payment of the Post Payments."

B. Section 15 is amended so that it shall hereafter read as follows:

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

GAYLORD PROPERTIES, INC.

By: _____
Ron Whitehead, City Manager

By: _____

ATTEST:

POST PROPERTIES TRUST

By: _____
Carmen Moran, City Secretary

By: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 1998 by Ron Whitehead, City Manager of the Town of Addison, Texas, a Texas municipal corporation, on behalf of the said municipal corporation.

NOTARY PUBLIC, State of Texas

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 1998, by _____, of _____, Inc., on behalf of said corporation in its capacity as general partner of Gaylord Properties, L.P., a Texas limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC, State of Texas



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(972) 450-2871

16801 Westgrove

MEMORANDUM

May 28, 1998

To: Randy Moravec
Finance Director

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

Re: Addison Circle Phase I – Funding Reconciliation

During construction of the street infrastructure for Addison Circle Phase I offsite utilities (sanitary sewer) and Bosque Park improvements were included in the project. An adjusting journal entry should be made for the amount of \$45,010 for the offsite sanitary sewer and \$32,106.34 for the Bosque Park (project number 42 000 58150 65801) improvements. Both of these charges were anticipated at the time of bid award.

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

Attachments:

Addison Circle Reimbursement Request #22
Offsite Utility Summary

cc: Slade Strickland

Addison Circle Phase I
Offsite Utility Summary
May 28, 1998

20	L.F.	8" Wastewater Line at \$21.60/l.f.	\$432
867	L.F.	12" Wastewater Line at \$30.24 l.f.	\$26218
5	Ea.	5' Manholes at \$3672 ea.	<u>\$18360</u>
		Total offsite wastewater	\$45,010

Offsite wastewater is the section of line between proposed Spectrum Road and Dallas North Tollway.

Payable To: Gibson & Associates, Inc.
11210 Rylicrest Drive
Balch Springs, Texas 75180

Item	Description	Unit	Contract Quantity	Monthly Quantity	Quantity To Date	Unit Price	Total
SCHEDULE I PAVING IMPROVEMENTS							
101	MOBILIZATION	LS	1		1	\$94,135.00	\$94,135.00
102	UNCLASS ST EXCAVA INC HAUL/DISPOSE	CY	2143		2143	\$2.16	\$4,628.88
103	REM & DISP OF EXIST CONC PAVE	SY	5604		5694	\$9.40	\$53,523.80
104	REM & DISP OF EXIST CONC SW	SY	1292		1292	\$5.40	\$6,976.80
105	6" LIME STAB or subgrade prep	SY				\$4.03	
106	HYDRATED LIME 36#/sy	TON				\$97.29	
107	8" 650 PSI FLEX RC PVMT	SY	5712		5635	\$31.00	\$174,685.00
108	8" 650 PSI FLEX RC DROP SALB	SY	1446		1392	\$35.90	\$49,972.80
109	4" 3000 PSI RC SDWLK	SF	7231		8822	\$2.80	\$24,141.60
110	4" 3000 PSI RC SDWLK SUB-BASE	SF	56766		57228	\$2.90	\$165,961.20
111	6" 3000 PSI RC SDWLK SUB-BASE	SF	1225		2874	\$3.20	\$9,196.80
112	item deleted Addenda 4						
113	8" 650 PSI FLEX RC DRIVE	SY	218		269	\$30.00	\$8,070.00
114	6" 650 PSI FLEX INTEGRAL CURB	LF	5162		5292	\$1.50	\$7,938.00
115	REINF CONC ST HEADER	LF	300		411	\$5.00	\$2,055.00
116	FULL DEPTH SAWCUT EX CONC	LF	1269		1537	\$2.75	\$4,226.75
117	* Furnish vehicle brick paver del.	SF				\$3.37	
118	ST BOLLARD (STEEL)	EA	71		71	\$350.00	\$24,850.00
119	4" WIDE THERMOPLASTIC LANE STRIP	LF	54	56	104	\$2.16	\$224.64
120	4" NON REFLECT BUTTON TY W	EA	112	56	266	\$4.32	\$1,149.12
121	4" REFLECT BUTTON TY I-W-C	EA	195	92	215	\$9.48	\$1,363.20
122	4" REFLECT BUTTON TY I-Y-Y	EA	40	6	46	\$8.10	\$372.60
123	24" WIDE THERMO STOP LINE	LF	71		71	\$10.80	\$788.80
124	12" WIDE THERMO YIELD LINE	LF	152		152	\$6.48	\$984.96
125	STD & TRAFF CTRL SIGNS furn/install	EA	98		98	\$164.16	\$16,087.68
126	* furn/install st. sign post, found.	EA	52	3	56	\$166.32	\$9,313.92
127	ST BARRICADES (GUARD RAIL)	LF	75		62.5	\$25.38	\$1,588.25
128	BARRICADES, SIGNS & TRAFF CTRL	MO			1	\$9,280.00	\$9,280.00
129	6" TALL BLACK VINYL COAT CHAIN LINK FENCE	LF	202		202	\$19.98	\$4,035.96
130	item deleted per addenda 4						
131	item deleted per addenda 4						
132	item deleted per addenda 4						
133	DOWELLED ON 6" RC CURB	LF	8		8	\$20.00	\$160.00
134	ITEM DELETED PER ADDENDA 3						
135	THERMOPLASTIC ADVISORY MARKER-YEILD	EA	8		8	\$216.00	\$1,728.00
136	8'x7' REFL DIAGRAMMATIC SIGN ADV-D1	EA	2		2	\$3,888.00	\$7,776.00
137	8'x6' REFL DIAGRAMMATIC SIGN ADV-D3	EA	1		1	\$3,564.00	\$3,564.00
138	5'x2' REFL STREET SIGN ST 1,2,3	EA	3		3	\$1,296.00	\$3,888.00
139	REMOVE EXISTING STREET LIGHT FOUNDATION	EA	5		7	\$428.60	\$2,986.20
140	F/INSTALL ST. LIGHT FOUNDATION QUORUM	EA	11		13	\$459.00	\$5,967.00
141	6"x6" CL A TY I-C JIGGLE BAR	EA	54		59	\$13.50	\$796.50
142	CONSTRUCT LONGITUDINAL BUTT JOINT	LF	802		881	\$7.50	\$6,607.50
143	item deleted per addenda 4						
144	*4 furn/install bedding matrl & pavers	SF	18631		18631	\$2.53	\$47,136.43
145	*4 furn/install 6" 650psi RC pavmnt	SY	4897		5165	\$34.00	\$175,510.00
146	*4 furn/instl 6" 650psi RC drop slab	SY	1211		1000	\$33.70	\$33,700.00
147	*4 furn/instl 6.75x1.5'refl.diag sign	EA	3		3	\$1,404.00	\$4,212.00
148	*4 rem/replic conc. unit pavers	SF	2670		2952	\$2.50	\$7,380.00
149	*4 furn/instl 6" compacted flex base	SY	297		328	\$9.30	\$2,966.40
150	*4 rem/dispose conc. flume	SY	41		41	\$10.00	\$410.00
151	*4 replc. exst blk vinyl cl fence	LF	240	8	228	\$19.98	\$4,555.44
152	*4 furn/plant buffalo grass seed/fert	SY	564		564	\$0.58	\$327.12
153	*4 temp imig. work area water tower	LS	1		1	\$2,160.00	\$2,160.00
154	*4 construction progress report CPM	LS	1			\$2,100.00	
155	Furnish Vehicular Paver	SF	11773		11000	\$2.89	\$31,790.00
156	10" x 12" Curb	LF	421		394	\$10.00	\$3,940.00
157	Signal Interconnect Wiring	LF	1200			\$3.74	
158	Furn Vech Paver Typ A & B Glen Gery	SF	6858		8218	\$3.12	\$25,633.92
159	4" Single Reflective Button Ty I-Y	EA	48		48	\$6.87	\$329.76
160	Sign Revision Adv. D-1	LS	1		1	\$673.75	\$673.75

	Existing Light Base repair	EA	3		3	\$181.50	\$544.50
	Revise Adv-1, Adv-2, St.-3	SF	17.56		17.56	\$110.00	\$1,931.80
	Aluminum Painted Gold Finial	EA	100		100	\$30.00	\$3,000.00
164	3" O.D. Sign Post	EA	12		12	\$480.00	\$5,760.00
165	Wing Brackets	EA	24		24	\$77.00	\$1,848.00
166	Mounting Hardware	EA	12		12	\$68.00	\$792.00
167	R&R C.T.B.	SF	847	847	847	\$1.65	\$1,397.55
163	Street Patching	LS	1	1	1	\$6,132.03	\$6,132.03
169	Relocate Yield Signs	EA	3	3	3	\$385.00	\$1,155.00

Total Schedule I

\$1,071,515.26

SCHEDULE II STREETScape IMPROVEMENTS

201	*4 furn pedest. BRICK PAVER del.	SF				\$1.98	
202	1" PVC SCH 40 TREE LIGHT CONDUIT	LF	2005		2150	\$3.40	\$7,310.00
203	2" PVC SCH 40 ST LIGHT CONDUIT	LF	5300		7560	\$3.89	\$29,408.40
204	ST LIGHT PULL BOX or tree light	EA	70	2	51	\$226.80	\$11,568.80
205	2" PVC SCH 40 SLEEVE	LF	281		282	\$2.92	\$823.44
206	3" PVC SCH 40 "	LF	509		600	\$3.35	\$2,010.00
207	4" PVC SCH 40 "	LF	1641		1637	\$4.05	\$6,629.85
208	6" PVC SCH 40 "	LF	815		902	\$5.94	\$5,357.88
209	IRRIGATION SYS INC POWER TO CONTRLR	LS	1		1	\$63,099.00	\$63,099.00
210	TREE FENCE	LF				\$17.00	
211	STD TREE GRATE	EA	28		28	\$1,090.00	\$30,520.00
212	DELETED ITEM ADDENDA 2						
213	DELETED ITEM ADDENDA 2						
214	DELETED ITEM ADDENDA 2						
215	DELETED ITEM ADDENDA 2						
216	DELETED ITEM ADDENDA 2						
217	4" PVC SCH 40 PERFOR SUBDRAIN SYS	LF	5123		5459	\$11.00	\$60,049.00
218	BENCH A	EA	11		11	\$1,740.00	\$19,140.00
219	BENCH B	EA	16		16	\$960.00	\$15,360.00
220	BENCH C	EA	19		19	\$1,385.00	\$26,315.00
221	BOWERY TRASH RECP A	EA	11		11	\$1,100.00	\$12,100.00
222	BOWERY TRASH RECP B	EA	7		7	\$320.00	\$2,240.00
223	BOWERY TRASH RECP C	EA	6		6	\$285.00	\$1,710.00
224	BIKE RACK MODEL BR2-3	EA	22		22	\$180.00	\$3,960.00
225	item deleted per addenda 4						
226	GARDEN PLANTER TY 006	EA	10		10	\$270.00	\$2,700.00
227	RED OAK 200 GAL 16'-18" 5"-6" cal.	EA	109		105	\$1,150.20	\$120,771.00
228	LIVE OAK 200 GAL 5"-6" CAL 16-18' HT. 10'-12'	EA	95		95	\$1,150.20	\$109,269.00
229	CHANTICLEER PEAR 4" 14-16"	EA	38		38	\$372.80	\$14,168.80
230	DWF YAUPON HOLLY 1 GAL	EA	3460		3460	\$4.05	\$14,013.00
231	NEW MEXICO AGAVE 1 GAL	EA	14			\$13.50	
232	AUTUMN ASTER 4"	EA	25		25	\$1.78	\$44.50
233	SHASTA DAISY 4"	EA	328		328	\$1.78	\$583.84
234	DAYLILY RED RUM 4"	EA	76		76	\$3.73	\$283.48
235	DAYLILY STELLA DE ORO 4"	EA	160		160	\$3.67	\$587.20
236	DAYLILY MIXED 4"	EA	125		125	\$3.67	\$458.75
237	RED YUCCA 1 GAL	EA	22		22	\$5.84	\$130.68
238	BEARDED IRIS PURPLE NO 1	EA	490		490	\$1.67	\$818.30
239	BEARDED IRIS YELLOW NO 1	EA	393		393	\$1.67	\$656.31
240	BEARDED IRIS WHITE NO 1	EA	52		52	\$1.67	\$86.84
241	JAP IRIS BLUE NO 1	EA	46		46	\$2.75	\$126.50
242	SPIDERY LILY 4"	EA	228		228	\$5.72	\$1,304.16
243	DAFFODIL MIXED NO.1	EA	389		389	\$0.81	\$315.09
244	DAFFODIL FEB GOLD NO.1	EA	445		445	\$0.92	\$409.40
245	DAFF PEEP TOM NO.1	EA	230		230	\$0.81	\$186.30
246	THRIFT 4"	EA	61		61	\$1.67	\$101.87
247	ADAMS NEEDLE STARBURST 1GAL	EA	26			\$25.38	
248	PURPLE HEART 4"	EA	65			\$1.89	
249	BERMUDA SOLID SOD	SF	13300	3200	16500	\$0.23	\$3,795.00
250	WEEPING LOVE GRASS	SF	22920	45300	68220	\$0.03	\$2,046.60
251	RESTORE IRRIG. N.LINE ADDISON CONV.C	LS	1	22920	1	\$1,028.00	\$1,028.00
252	BALL/BURLAP/MNTN/REPLNT EXST HOLLIES	EA	70		64	\$38.34	\$2,453.76
253	6" N.R. STEVENS HOLLIES FURN/INSTALL	EA	6		6	\$270.00	\$1,620.00
254	REM/REUSE EXST STEEL EDGING	LS	1		1	\$378.00	\$378.00
255	2"WIDE, 6" RC FLUME	LS	1			\$750.00	
256	3" PVC SCH 40 TREE LIGHT CONDUIT	LF	650		668	\$4.97	\$3,319.96
257	item deleted per addenda 4						
258	*4 furn/instl bedding & ped pavers	SF	64845		66290	\$1.52	\$100,760.80
259	*4 street light foundation	EA	53		55	\$388.80	\$21,384.00
260	*4 construct sq. cap for light base	EA	53		54	\$97.20	\$5,248.80
261	*4 furn/instl 2" sch.40 PVC tree lt.conduit	LF	2750		2732	\$3.89	\$10,627.48
262	*4 salmon pink canna #1 rhizomes	EA	56			\$1.62	
263	Furn Ped Brick Pav Glen Gery	SF	64845		66290	\$1.57	\$104,075.30
264	Big Blue Lirope	EA	840		840	\$4.02	\$3,376.80
265	Additional Irrigation Repair @ Conf.Ctr	LS	1		1	\$825.00	\$825.00
266	Additional Streetscape Irrigation	LS	1		1	\$18,687.00	\$18,687.00

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266	Remove Brick, Sawcut and Install Std Iron Box	EA	1			\$385.00	
267	Remove Brick Sawcut and Install TUE Type Handhole	EA	1		1	\$385.00	\$385.00
268	Install and Connect Lights & Fixtures	EA	53		53	\$352.00	\$18,656.00
269	Panel/Terminal Blocks	EA	3		3	\$2,816.00	\$8,448.00
270	Meters	EA	3		3	\$148.50	\$445.50
271	100A Switch	EA	3		3	\$429.00	\$1,287.00
272	Ground Rods	EA	3		3	\$121.00	\$363.00
273	100A Contactor	EA	3		3	\$957.00	\$2,871.00
274	Time Clocks	EA	3		3	\$165.00	\$495.00
275	Photo Cells	EA	3		3	\$220.00	\$660.00
276	#2 Wire	LF	500		630	\$2.09	\$1,316.70
277	#6 Wire	LF	7500		6999	\$0.60	\$4,199.40
278	#8 Wire	LF	11000		12913	\$0.42	\$5,423.46
279	#12 Wire	LF	200			\$0.50	
280	1/2" Sch. 40 PVC Street Light Conduit	LF	50			\$4.84	
281	3" Sch 40 PVC Street Light Conduit	LF	60			\$5.28	
282	Drinking Fountain Piers	EA	2	2	2	\$275.00	\$550.00
283	Relocate Service @ Park	LS	1	1	1	\$1,793.00	\$1,793.00

Total Schedule II

\$891,421.95

889,762.95

SCHEDULE III
STORM WATER IMPROVEMENTS

301	CL 3 RCP 18"	LF	848		843	\$28.08	\$23,671.44
302	CL 3 RCP 21"	LF	551		551	\$31.32	\$17,257.32
303	CL 3 RCP 24"	LF	188		184	\$34.56	\$6,359.04
304	CL 3 RCP 27"	LF	108		108	\$36.88	\$4,199.04
305	CL 3 RCP 30"	LF	329		329	\$42.12	\$13,857.48
306	CL 3 RCP 33"	LF	64		64	\$47.52	\$3,041.28
307	CL 3 RCP 36"	LF	434		427	\$52.92	\$22,596.84
308	CL 3 RCP 39"	LF	191		191	\$63.72	\$12,170.52
309	CL 3 RCP 42"	LF	357		357	\$68.04	\$24,290.28
310	CL 3 RCP 45"	LF	351		351	\$75.60	\$26,535.60
311	CL 3 RCP 60"	LF	267		267	\$127.44	\$34,026.48
312	CL 3 RCP 66"	LF	248		248	\$149.04	\$36,861.92
313	CL 3 RCP 72"	LF	116		116	\$172.80	\$20,044.60
314	REM & DISP OF EX CURB INLET	EA	10		10	\$756.00	\$7,560.00
315	6' RECESS CURB INLET W/RECESS TOP FOR BR	EA	4		4	\$1,944.00	\$7,776.00
316	8' RECESS CURB INLET W/RECESS TOP FOR BR	EA	3		3	\$2,052.00	\$6,156.00
317	8' RECESS CURB INLET (EXT DEPTH) W/RECESS	EA	1		1	\$2,268.00	\$2,268.00
318	10' RECESS CURB INLET W/RECESS TOP FOR BR	EA	2		2	\$2,289.60	\$4,579.20
319	10' RECESS CURB INLET	EA	1		1	\$2,289.60	\$2,289.60
320	10' RECESS CURB INLET (EXT DEPTH)	EA	1		1	\$2,430.00	\$2,430.00
321	12' RECESS CURB INLET W/RECESS TOP FOR BR	EA	1		1	\$2,538.00	\$2,538.00
322	14' STD CURB INLET	EA	1		1	\$2,754.00	\$2,754.00
323	4' GRATE INLET	EA	1		1	\$2,862.00	\$2,862.00
324	DELETED ITEM PER ADDENDA 2						
325	3 GRATE COMBO CURB INLET	EA	4		4	\$2,970.00	\$11,880.00
326	5'X5' STD Y INLET	EA	4		4	\$2,862.00	\$11,448.00
327	REM EX REINF CONC PIPE	LF	890		890	\$14.04	\$12,495.60
328	TY A STRM WTR MH	EA	1		1	\$2,376.00	\$2,376.00
329	TY A STRM WTR MH	EA	1		1	\$3,186.00	\$3,186.00
330	TY B STRM WTR MH	EA	4		4	\$4,698.00	\$18,792.00
331	RCP 60 DEGREE WYE CONNECT	EA	37		37	\$216.00	\$7,992.00
332	RCP 45 "	EA	1		1	\$216.00	\$216.00
333	RCP 60 DEGREE BEND CONNECT	EA	2		1	\$218.00	\$216.00
334	RCP 45 DEGREE BEND CONNECT	EA	2		4	\$216.00	\$864.00
335	RCP 30 DEGREE BEND CONNECT	EA	4		4	\$216.00	\$864.00
336	PIPE TO PIPE CONNECT	EA	14		14	\$216.00	\$3,024.00
337	INLET CONNECT	EA	2		1	\$486.00	\$486.00
338	PRECAST CONC PLUG FOR RCP	EA	18		21	\$81.00	\$1,701.00
339	UNCLASS CHANNEL EXCAVA	CY	9495		8535	\$5.37	\$45,832.95
340	ROCK CHANNEL EXCAVA	CY	4511		4511	\$8.48	\$29,231.28
341	REM & DISP OF EXIST HEADWALLS & CONC RIP	LS	1		2	\$2,160.00	\$4,320.00
342	2' STONE RIP RAP	CY	238		100	\$37.60	\$3,780.00
343	HYDROMULCH TOP GUN BUFFALO (FERT/WTR)	SY	1686	593	833	\$1.12	\$932.96
344	FIBER NETTING NA GREEN S150BN	SY	1686		240	\$1.43	\$343.20
345	FURN, INSTL, MAIN, REM INLET PROTECT FOR ERO	EA	30		4	\$50.00	\$200.00
346	FURN, INSTL, MAIN & REM SILT FENCE FOR ERO	LF	2800		2150	\$3.00	\$6,450.00
347	FURN, INSTL, MAIN & REM STRAW BALE DICK CH	LF	200			\$5.00	
348	ROCK BERM FURN/INSTAL/MAINTN/REMOV	CY	10		30	\$150.00	\$4,500.00
349	FURN, INSTL, MAINT & REM STAB CONST ENTR	SY	333			\$9.72	
350	DELETED ITEM PER ADDENDA 2						
351	TRENCH SAFETY FOR UTIL	LS	1			\$810.00	
352	TRENCH SAFETY FOR CONSTR	LF	4052		4043	\$1.08	\$4,366.44
353	REM EXST INLET TOP/RECONST W/RECESS	LS	1		1	\$3,510.00	\$3,510.00
354	10' RECES.CURB INLET(XTRA DEPTH)RECS TOP	EA	1		1	\$2,430.00	\$2,430.00
355	*4 rem/dispose exst RCP larger 36"	LF	150		150	\$14.04	\$2,106.00

Total Schedule III

\$469,768.27

SCHEDULE IV
WASTEWATER IMPROVEMENTS

401	SDR 26 PVC WWTR LINE 8"	LF	40	20	\$21.80	\$432.00
402	SDR 35 PVC WWTR LINE 8"	LF	1639	1730	\$19.44	\$33,631.20
403	SDR 35 PVC WWTR LINE 10"	LF	357	357	\$28.08	\$10,024.56
404	SDR 26 PVC WWTR LINE 12"	LF	1564	1564	\$30.24	\$47,295.36
405	SDR 35 PVC WWTR LINE 6" W/2 WAY CLEANOUT	EA	17	16	\$540.00	\$8,640.00
406	4' DIA WWTR MH	EA	3	3	\$1,836.00	\$5,508.00
407	5' DIA WWTR MH	EA	11	11	\$3,672.00	\$40,392.00
408	TV INSPECT	LF	3600	3651	\$1.62	\$5,914.62
409	TRENCH SAFETY FOR CONSTR	LF	4010	3671	\$0.65	\$2,386.15

Total Schedule IV \$154,223.89

SCHEDULE V
WATER IMPROVEMENTS

501	CONC BLOCKING	CY	45	45	\$75.60	\$3,402.00
502	DI FITTINGS CL 250	TON	6	6	\$1,944.00	\$11,864.00
503	*4 6" pvc awwa c900 dr18, cl150	LF	225	172	\$14.58	\$2,507.76
504	*4 8" pvc awwa c900 dr18 cl150	LF	1945	1944	\$16.20	\$31,492.80
505	*4 12" pvc awwa c900, dr18 cl150	LF	76	76	\$32.40	\$2,462.40
506	*4 furn. 24" awwa c303 bar wrapped conc pipe	LF	248	248	\$70.20	\$17,409.60
507	FILL EXT 24" DIA RCCP WTR LINE	LF	200	200	\$23.76	\$4,752.00
508	6" RESILIENT SEAT GATE VALVE/BOX	EA	12	13	\$488.00	\$6,318.00
509	6" RESILIENT SEAT GATE VALVE/BOX	EA	11	11	\$594.00	\$6,534.00
510	ITEM DELETED PER ADDENDA 3					
511	*4 furn/instl fire hyd complete	EA	9	9	\$1,512.00	\$13,608.00
512	REM, SALVE & DEL TO TOWN EXIST FIRE HYDRA	EA	3	3	\$432.00	\$1,296.00
513	*4 connect to all EXT WTR MAIN	EA	3	3	\$540.00	\$1,620.00
514	*4 WTR SERV LINE 1.5" meter, box, bktw, dbl ck	EA	2	2	\$1,944.00	\$3,888.00
515	WTR SERV LINE 2" (MTR BOX, BK FLO PREV)	EA	1	1	\$2,268.00	\$2,268.00
516	WTR SERV LINE 6" (FOR FIRE PROTECT)	EA	3	3	\$540.00	\$1,620.00
517	TAPP SLEEVE VALVE/BOX 20" X 8"	EA	1	1	\$3,024.00	\$3,024.00
518	TAPP SLEEVE VALVE/BOX 20" X 12"	EA	1	1	\$3,240.00	\$3,240.00
519	2000 PSI CONC ENCASE	LF	80	80	\$20.52	\$1,641.60
520	ADJ EXT WTR VALVE STACK/COVER	EA	6	6	\$54.00	\$324.00
521	TRENCH SAFETY	LF	2494	2177	\$0.22	\$478.94
522	WTR TEST	LS	1	1	\$810.00	\$810.00
523	item deleted per addenda 4					
524	2" WATER SERVICE LINE	EA	18	19	\$540.00	\$10,260.00
525	*4 instl 24" awwa c303 bar wrap pipe	LF	248	248	\$70.20	\$17,409.60
526	Relocate 2" Water Service	EA	2	2	\$610.00	\$1,220.00

Total Schedule V \$149,250.70

SCHEDULE VI
BOSQUE PARK IMPROVEMENTS

601	item deleted per addenda 6					
602	item deleted per addenda 6					
603	item deleted per addenda 2					
604	*4 metro drinkn' fountain & wtr servc	EA	2	2	\$5,900.00	\$11,800
605	*4 4" 3000psi rc sdwtk subbase	SF	4449	3600	\$2.70	\$9,720.00
606	*4 furn ped. paver mtrl del	SF			\$1.98	
607	*4 furn/instl bedding & brick pavers	SF	3426	3426	\$1.52	\$5,207.52
608	Furn Ped Paver Glen Gery	SF	3426	3426	\$1.57	\$5,378.82

Total Schedule VI \$27,386.34

32,106.34

SCHEDULE VII
ELECTRICAL IMPROVEMENTS

701	6E6 CONC ENCASE DUCKBANK 6" DIA TY DB PVQ	LF	2800	2683	\$70.00	\$187,610.00
702	4E8 CONC ENCASE DUCKBANK 6" DIA TY DB PVQ	LF	353	381	\$50.00	\$19,050.00
703	TUE STD 4 WAY MH	EA	9	9	\$9,100.00	\$81,900.00
704	TUE STD 2 WAY MH	EA	1	1	\$9,000.00	\$9,000.00
705	REINF 5' X 5' X 6' CONC PAD AROUND MH	EA	2	2	\$750.00	\$1,500.00
706	TUE STD PRECAST DEEP WELL 25KV SWITCH PA	EA	3	2	\$1,200.00	\$2,400.00
707	6" DIA TY DB PVC 90 DEGREE SWEEP 38"	EA	13	12	\$55.00	\$660.00
708	10E6 CONC ENCASE DUCKBANK 6" DIA TY DB PV	LF	135	122	\$150.00	\$18,300.00
709	10E6 CONC ENCASE DUCKBANK 6" DIA TY DB PV	LF	70	70	\$300.00	\$21,000.00
	(BY OTHER THAN OPEN CUT)					
710	*4 6" ty db pvc 90 deg. sweep 60"	EA	12	12	\$55.00	\$660.00
711	*4 2" sch 40 pvc conduit	LF	780	760	\$4.00	\$3,120.00

Total Schedule VII \$345,400.00

SCHEDULE VIII
STREETSCAPE IMPROVEMENTS

	IRRIGATION SYS EAST SIDE OF QUARUM	LS				\$10,260.00
	RED OAK TREE 200 GAL CONTAINER GROWN	EA				\$1,150.20
803	4" PVC SCH 40 PERFORATED SUBDRAIN SYS	LF				\$11.00
804	FURNISH / PLANT WEEPING LOVE GRASS	SF				\$0.03
805	*4 st light or tree ft. pull boxes	EA				\$232.20
806	*4 2" sch 40 pvc st lt conduit	LF				\$3.89
807	*4 st light foundation	EA				\$368.80
808	*4 sq. cap for light base	EA				\$97.20
809	*4 3" sch 40 pvc tree ft. conduit	LF				\$4.97

Total Schedule VIII

SCHEDULE IX
STREETSCAPE IMPROVEMENTS

913	*4 4" cement stabilized subgrade	SY	673	647.22	\$5.40	\$3,494.99
914	*4 1/8"x4" ryerson ldscp edging	LF	670		\$1.48	
Total Schedule IX						\$3,494.99
Extra	Concrete Yield Loss Above 8%	CY		112.27	\$58.00	\$6,511.66

APPROVED:

GIBSON & ASSOCIATES, INC.

BY [Signature]
DATE April 21, 1998

HUITT-ZOLLARS

BY David Meyers
DATE 4/27/98

COLUMBUS REALTY

BY Murali A. Roblin
DATE 4/30/98

TOTAL WORK DONE	3,122,034.06	3,118,673.96
RETAINED 2.5%	78,050.86	77,968.33
AMOUNT PAYABLE	3,043,983.20	3,040,705.23
PREVIOUS PAYMENTS		3,025,197.12
AMOUNT DUE THIS ESTIMATE		15,588.11

18,786.08
[Signature]

TOWN OF ADDISON

BY [Signature]
DATE 5/5/98

(d) In order to secure the obligations of the Partnership to make payments under the Construction Contracts, Gaylord and Columbus shall provide to the City, prior to the issuance of a notice to commence construction under any of the Construction Contracts, Gaylord's and Columbus' guarantee of the Partnership's payment obligations hereunder in a form acceptable to the City.

(e) The City's share of each invoice, pay request or draw for Work performed under the Construction Contracts shall be made by the City to the Partnership for forwarding, together with the Partnership's payment, to the Contractor. The City shall not make a payment under any such invoice or pay estimate unless the Partnership has provided to the City a certification regarding the invoice or pay estimate and the Partnership has reviewed and approved the same. The Partnership's certification shall be by affidavit sworn to by the appropriate official of the Partnership authorized to submit the same, and shall certify that the estimate of Work completed for the relevant period is true and correct to the best of the Partnership's information and belief, has been measured and verified in accordance with the Construction Contract documents, and that all Construction Contract preconditions to payment have been met. Copies of all material testing results shall be furnished with the certification.

2. In the event that claims from the Contractor under the Construction Contract result from the wrongful failure by the City to make construction payments in accordance with the terms of this Agreement, the Partnership may seek reimbursement in accordance with this paragraph C. In the event the Partnership intends to seek reimbursement from the City for the expense incurred by the Partnership in resolving any claim caused directly by the City's wrongful failure to make such construction payments, the Partnership shall notify the City in writing of the claim and any proposed settlement or resolution. The City reserves the right upon such notice, and at the City's sole election, to make an audit of all books, records, accounts and other data of the Contractor relating to the claim and overall performance of the Construction Contracts before approving payment of such claim.

D. Insurance; Indemnity. Until such time that the Work has been finally completed and accepted by the City, the Partnership shall:

1. Acquire and maintain commercial general liability insurance in the amount of \$3,724,840.00. Such insurance shall cover any and all liability or claims which might arise out of the Construction Contracts, whether by the Contractor, a subcontractor, materialman or otherwise. All such insurance shall: (a) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, and (b) name the City as an additional insured. Coverage must be on an "occurrence" basis. Certified copies of all of such policies shall be delivered to the City upon the execution of a construction contract; provided, however, that the City, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance together with the declaration page of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification; and

2. Indemnify the City, its officers and employees against, and hold the City, its officers and employees harmless from, at the Partnership's cost, any and all liability, actions,

9. In accordance with the Master Facilities Agreement, the City has expended \$4,800,000 in the construction of public infrastructure improvements for the Phase I Property, leaving \$4,200,000 of funds to be expended by the City for public infrastructure improvements for the Phase II Property.

10. The Partnership is prepared to construct certain private improvements in the first subphase of Phase II of Addison Circle, which subphase is described in Exhibit 4 attached hereto and incorporated herein (the "the Phase IIA Property").

11. The City is prepared to proceed with the construction of the public infrastructure improvements within the Phase IIA Property, the costs of which, as provided by the Master Facilities Agreement, may not exceed the costs projected in that document entitled "Schedule for Public Infrastructure Improvements" (attached as Exhibit 4 to the Master Facilities Agreement) associated with the Phase IIA Property.

12. The City and the Partnership, Gaylord and Columbus have agreed and hereby agree that the public infrastructure funding for the Phase IIA Property, and all future subphases of Phase II of Addison Circle, is reflected in that document entitled "Addison Circle Phase II Funding, Summary, August 19, 1997" which is attached hereto as Exhibit 5 and incorporated herein, which document reflects that the total funding available from the City for public infrastructure improvements within the Phase IIA Property is \$1,671,548 (the "City's Phase IIA Property Funds").

13. The total costs of the public infrastructure improvements within the Phase IIA Property (the "Phase IIA Improvements") will exceed the City's Phase IIA Property Funds, and Gaylord and Columbus, as provided by the Master Facilities Agreement, must pay the difference between the City's Phase IIA Property Funds and the actual cost of construction of the Phase IIA Improvements.

14. The ratable share of the costs of the Phase IIA Improvements to be borne by the City and by Gaylord and Columbus is reflected in that document entitled "Addison Circle Phase IIA, Public Infrastructure Cost Reconciliation, August 20, 1997" attached hereto as Exhibit 6.

15. In the construction of the Phase IIA Improvements, it is anticipated that some of the Improvements will be constructed by third party contractors, and some will be constructed by the City.

16. With respect to that portion of the Phase IIA Improvements to be constructed by third party contractors, the Master Facilities Agreement provides that the City shall initially enter into a contract with a construction contractor for the construction of the Improvements and thereafter shall assign all of its rights, powers, duties and obligations under the construction contract to Gaylord and Columbus.

17. The Partnership, Gaylord and Columbus heretofore expressed to the City their desire to initiate the development of the Phase IIA Property and, in accordance with law and the Master Facilities Agreement, the City solicited sealed bids for the construction of the Phase IIA Improvements, including water and sewer system improvements, thoroughfare

improvements, and streetscape improvements (which improvements are described in those construction contract documents entitled "_____ " dated _____, 1997 (the "Construction Contract"), a true and correct copy of which is on file with the City Engineer and is incorporated herein by this reference).

18. The bid documents for the Phase IIA Improvements provided that the City could award a separate bid for the construction of the water and sewer improvements, the thoroughfare improvements, and the streetscape improvements, or could award a single bid for all three improvements.

19. The City, following the receipt and opening of the sealed bids and upon recommendation from Huitt-Zollars Engineering, engineers for the Phase IIA Improvements, awarded separate bids for the water and sewer improvements, the thoroughfare improvements, and the streetscape improvements, and anticipates executing construction contracts with contractors to construct the water and sewer improvements (the "Water/Sewer Construction Contract"), the thoroughfare improvements (the "Thoroughfare Construction Contract"), and the streetscape improvements (the "Streetscape Construction Contract") (the three construction contracts being hereinafter referred to together as the "the Phase IIA Property Construction Contracts").

20. The City desires to assign to the Partnership all of its rights, powers, duties and obligations in and to the Phase IIA Property Construction Contracts and to recognize the Partnership as the construction manager for the Phase IIA Improvements.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, and other good and valuable consideration, the CITY and the PARTNERSHIP do hereby contract and agree as follows:

Section 1. Incorporation of Recitals. The above and foregoing recitals are true and correct and are incorporated herein for all purposes.

Section 2. Phase II Improvements. The public infrastructure funding for the Phase IIA Property, and all future subphases of Phase II of Addison Circle, is reflected in and shall be in accordance with that document entitled "Addison Circle Phase II Funding, Summary, August 19, 1997" which is attached hereto as Exhibit 5 and incorporated herein. The total funding available from the City for public infrastructure improvements within the Phase IIA Property is \$1,671,548.

Section 3. Assignment. The City does hereby assign and transfer all of its rights, powers, duties and obligations under the Construction Contracts to the Partnership. The Partnership shall hereafter act and serve as the owner and construction manager under the Construction Contracts for all purposes, including inspection, material testing, staking, supervision and coordination of all construction work.

Section 4. Construction Management.

A. Inspection of Work. The Partnership shall use its best efforts to insure that the Work (as that term is defined in the Construction Contracts) to be performed under the

Construction Contracts is completed in a timely manner in accordance with the Construction Contract documents, plans and specifications. The Partnership shall thoroughly inspect the Work of the Contractor to guard the City against defects and deficiencies in the Work without assuming responsibility for the means and methods used by the Contractor.

B. Contractor Claims. Except as provided in paragraph C of this Section 3, the Partnership shall fully and completely pay or settle, by litigation or otherwise, any claims of a Contractor arising out of the Construction Contracts without involving the City.

C. Payment to Contractor; City's Wrongful Failure to Make Payments.

1. The Partnership shall review all invoices or pay estimates received from the Contractor and forward the same to the City for payment with such supporting documentation as the City may require. All payments for Work performed under the Construction Contracts shall be made in accordance with the following:

(a) The cost of the Construction Contracts, and the respective share of such costs to be paid by the City and by the Partnership (the Partnership being identified as "Columbus" on Exhibit 6) are shown on Exhibit 6 to this Agreement and identified thereon as "Bid Package 'A'", "Bid Package 'B'", and "Bid Package 'C'" (together, the "Bid Packages").

(b) For each Contractor invoice, pay request or draw which is submitted by a Contractor to the Partnership for payment under the original Construction Contracts, the City shall pay that portion of such invoice, pay request or draw which is equal to the City's ratable share of the total cost of the Bid Packages, determined as follows:

$$\begin{array}{r} \$883,000 \text{ (City's total obligation for the Bid Packages)} \\ \div \\ \$3,724,840 \text{ (Total costs for the Bid Packages)} \\ = \\ 23.71\% \end{array}$$

less the amount of retainage which is to be withheld from each payment to the Contractor under the Construction Contracts. The Partnership shall pay the remaining portion of each invoice, pay request or draw. Example: Pay request for \$100,000 under Bid Package A. Retainage under the Construction Contracts is 5%. City pays $(\$100,000 \times 23.71\%) - (\$100,000 \times 5\%) = \$23,710 - \$5,000 = \$18,710$; Contractor pays $\$100,000 - \$18,710 = \$81,290$.

(c) In the event of a change order to any of the Construction Contracts, the payment obligations described in Section 4.C.1.(b) above, shall not apply, and the Partnership shall be responsible for and shall pay the full amount of the construction costs for a change order which causes an increase in the cost of the work being performed under any of the Construction Contracts, and shall have its payment obligations reduced by the full amount of any change order which causes a decrease in the cost of such work. In the event of a change order which increases the cost of construction work, the retainage held by the Partnership upon payment of such change order (or any part thereof) shall be paid to the City.

causes of action, lawsuits, judgments, claims, damages, costs or fees, including reasonable attorney's fees (including claims for contractual damages, or claims for injury to person or property or death of any person) resulting from or based, in whole or in part, any act or omission of the Partnership acting as the owner and/or construction manager pursuant to this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

Section 5. Texas Law to Apply; Venue. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Venue under this Assignment lies in Dallas County, Texas.

Section 6. Enforcement of Judgment Against Partners. In the event the City obtains a judgment against the Partnership pursuant to an action brought under this Assignment or the Construction Contracts, the City and the Partnership agree, pursuant to Subsection (e) of Article 6132b-3.05, V.T.C.S., that the City shall not be required to comply with the limitation on satisfying a judgment set forth in subsection (d) of article 6132b-3.05, and that the City shall be entitled to proceed directly against one or more partners of the Partnership or their property without first seeking satisfaction from the Partnership.

Section 7. Entire Agreement. This Assignment represents the entire and integrated agreement between the City and the Partnership relative to the matters contained herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Assignment may be amended only by written instrument signed by both the City and the Partnership.

Section 8. Severability. If any clause, paragraph, section or portion of this Assignment shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Assignment shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Assignment initially.

Section 9. Notices. Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed delivered three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

TO TOWN OF ADDISON:

TO ADDISON CIRCLE TWO, LTD:

P.O. Box 144
Addison, Texas 75001

15851 Dallas Parkway
Suite 855
Dallas, Texas 75248

Attn: City Manager

Section 10. Incorporation of Recitals. The recitals set forth herein are intended, and are hereby deemed, to be a part of this Agreement.

Section 11. Authority to execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute

this Assignment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

Section 12. Binding effect. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

ADDISON CIRCLE ONE, LTD.

By: _____
Ron Whitehead, City Manager

By: Columbus Realty Trust, General Partner

ATTEST:

By: _____

By: _____
Carmen Moran, City Secretary

Its: _____

GAYLORD PROPERTIES, INC.

By: _____

COLUMBUS REALTY TRUST

By: _____

EXHIBIT 1
[LEGAL DESCRIPTION OF PHASE II]

EXHIBIT 2
[LEGAL DESCRIPTION OF PHASE I]

EXHIBIT 3

[COPY OF MASTER FACILITIES AGREEMENT]

EXHIBIT 4

[LEGAL DESCRIPTION OF PHASE IIA PROPERTY]

EXHIBIT 5

**ADDISON CIRCLE PHASE II FUNDING
SUMMARY
SEPTEMBER 4, 1997**

PROJECT	MASTER FACILITIES AGREEMENT	LENGTH	PHASE IIA	LENGTH	FUTURE PHASES	LENGTH
Quorum Drive	\$ 520,000	2075 linear feet (1/2 of street)	\$ 188,000		\$ 332,000	
Addison Circle (Mildred) East of Quorum	\$ 318,000	419 linear feet	\$ 318,000	419 linear feet	0	0 linear feet
Spectrum	\$ 364,000	1275 linear feet	\$ 200,000	700 linear feet	\$ 164,000	575 linear feet
Addison Circle Open Space (East Mildred)	\$ 610,000	1.13 acres	\$ 610,000	1.13 acres	0	0 acres
Quorum North Park	\$ 295,000	.69 acres		0 0 acres	\$ 295,000	.69 acres
Mews Park	\$ 675,000	1.43 acres		0 0 acres	\$ 675,000	1.43 acres
R-2	\$ 270,000	525 linear feet		0 0 linear feet	\$ 270,000	525 linear feet
R-3	\$ 205,000	400 linear feet		0 0 linear feet	\$ 205,000	400 linear feet
R-4	\$ 322,000	630 linear feet	\$ 268,000	525 linear feet	\$ 54,000	105 linear feet
R-5	\$ 166,000	325 linear feet		0 0 linear feet	\$ 166,000	325 linear feet
M-2	\$ 624,000	1275 linear feet	\$ 303,000	620 linear feet	\$ 321,000	655 linear feet
Addison Circle (Mildred) East of Spectrum	\$ 131,000	590 linear feet	\$ 131,000	590 linear feet	0	0 linear feet
TOTAL	\$ 4,500,000		\$ 2,018,000		\$ 2,482,000	
Phase IIA Utilities Constructed during Phase I			\$ (83,840)			
Phase IIA Funds Transferred to Phase A211 (Subject to Council Approval)			\$ (300,000)			
Quorum Rotary Park (Water Line)			\$ 37,388			
TOTAL FUNDS AVAILABLE FOR PHASE IIA			\$ 1,671,548			

EXHIBIT 6

**ADDISON CIRCLE PHASE IIA
PUBLIC INFRASTRUCTURE BID RECONCILIATION
SEPTEMBER 4, 1997**

BID PACKAGE "A"	
Jim Bowman Bid	\$ 1,062,359
BID PACKAGE "B"	
Jim Bowman Bid	\$ 1,578,971
BID PACKAGE "C"	
North Texas Contracting Bid	\$ 1,083,540
TOTAL PUBLIC INFRASTRUCTURE	<u><u>\$ 3,724,840</u></u>

BID RECONCILIATION	TOWN OF ADDISON	COLUMBUS	TOTAL
Phase IIA Improvements	\$ 826,990	\$ 2,841,600	\$ 3,668,590
Quorum Rotary Park Waterline	\$ 37,388	0	\$ 37,388
Addison Circle Median Park	\$ 18,862	0	\$ 18,862
TOTALS	<u><u>\$ 883,240</u></u>	<u><u>\$ 2,841,600</u></u>	<u><u>\$ 3,724,840</u></u>

* Funding from Addison Circle Median Park - Phase I

**ADDISON CIRCLE PHASE IIA
PUBLIC INFRASTRUCTURE
COST RECONCILIATION
SEPTEMBER 4, 1997**

DESCRIPTION	TOWN OF ADDISON	COLUMBUS	TOTAL
Bid Package "A"	\$ 245,000	\$ 817,359	\$ 1,062,359
Bid Package "B"	\$ 365,000	\$ 1,213,971	\$ 1,578,971
Bid Package "C"	\$ 273,240	\$ 810,270	\$ 1,083,510
Addison Circle Median Park (Remaining Allowance)	\$ 588,308	0	\$ 588,308
Design Engineering		\$ 398,000	\$ 398,000
Construction Inspection Allowance	\$ 75,000	0	\$ 75,000
Geotechnical Allowance	\$ 25,000	0	\$ 25,000
Spectrum Street Lighting Allowance	\$ 50,000	0	\$ 50,000
Addison Circle Street Lighting Allowance	\$ 50,000	0	\$ 50,000
TOTAL	\$ 1,671,548	\$ 3,239,600	\$ 4,911,148

NOTE: Total Columbus portion of II is \$2,841,600 assuming a \$300,000 transfer from Phase II A to Phase I is approved.

STATE OF TEXAS §
COUNTY OF DALLAS §

cc:
Mike Va
FAX

COPY

AMENDMENT TO MASTER

11/30/04 AMENDMENT

This Amendment to Master Facilities Agreement (the "Amendment") is entered into by and between the Town of Addison, Texas, ("the City"), and Gaylord Properties, L.P., a Texas limited partnership ("Gaylord") (Gaylord being the successor in interest to Gaylord Properties, Inc., a Texas corporation), and Columbus Realty Trust, a Texas real estate investment trust ("Columbus").

RECITALS

1. The City, Gaylord and Columbus entered into that agreement entitled "Master Facilities Agreement" dated July 17, 1995 regarding the construction of certain public improvements within that area generally known as Addison Circle and described as the "Property" in Section 3 of the Master Facilities Agreement.

2. The City, Gaylord and Columbus desire to amend the Master Facilities Agreement as set forth herein.

Now, therefore, for and in consideration of the above and foregoing premises, and other good and valuable consideration, the CITY, GAYLORD and COLUMBUS do hereby contract and agree as follows:

Section 1. Amendment. The Master Facilities Agreement is hereby amended as follows:

A. Section 7 is amended so that it shall hereafter read as follows:

"Section 7. Allocation of Funds, Payment and Participation by Gaylord and Columbus in Excess Costs.

A. Allocation by Phase and Payment. Funds for the design and construction of the Public Infrastructure Improvements shall be allocated in the maximum amount of \$4,800,000 for Phase I (the "City's Phase I Costs") and \$4,200,000 for Phase II. If the actual costs of the Public Infrastructure Improvements for either Phase I or Phase II are less than the maximum amount allocated for the respective Phase, the funds remaining for that Phase shall be reallocated to pay for or to reimburse actual costs of Improvements for the other Phase. Payment shall be made by the City in accordance with the procedures set forth in Section 6 of this Agreement, not to exceed the maximum allocation per Phase except as provided herein.

B. Allocation by Subphase. If any Phase of the project is to be developed in subphases, payment by the City for any subphase shall not exceed the costs projected in the Schedule for Public Infrastructure Improvements set forth in

Exhibit 4 associated with such subphase, except by amounts by which actual costs for Public Infrastructure Improvements associated with contracts awarded for prior subphases are less than the total costs projected for such prior subphases set forth in Exhibit 4.

C. Participation in Costs by Gaylord and Columbus. In the event that actual design and construction costs for any Phase or subphase of the development of the Property (such actual costs being determined at the time of the acceptance and award by the City of a construction contract to construct the Phase or subphase Improvements, and subject to review as a result of any change order with respect to such construction contract) shall exceed the total costs projected in the Schedule for Public Infrastructure Improvements set forth in Exhibit 4, Gaylord and Columbus shall pay the City the difference between actual and projected total costs prior to the commencement of construction of the Improvements for the subphase, except as otherwise agreed to by the City and Gaylord and Columbus.

D. Addison Circle Rotary Art.

1. Exhibit 4 attached hereto ("Addison Urban Center Cost Projections of Infrastructure Improvements") identifies the "Quorum Rotary Open Space (0.58 Ac)" (the "Rotary Open Space") as a Phase I public infrastructure improvement, the projected total cost of which is \$936,000. Such projected cost is exclusively for the design, engineering, and construction of a work of art (the "Rotary Art") to be placed in the rotary park/open space ("O-____") as depicted on the Concept Plan. The City is the sole owner of the design and concept of the Rotary Art and any copyright or other intellectual property rights in connection with the Rotary Art, and upon construction of the Rotary Art will be the sole owner of the Rotary Art. Exhibit 5 attached hereto ("Schedule for Parks and Open Space Improvements") identifies the maximum allowance for improvements to the Rotary Open Space as \$1,000,000, and such maximum has been allocated by the parties hereto (out of the City's Phase I Costs) for the Rotary Art. Costs and expenses incurred for the design (including, but not limited to, work by artists, architects, and landscape architects), engineering, inspection, and construction of the Rotary Art (the "Rotary Art Costs") may exceed \$1,200,000. Notwithstanding any other provision of this Agreement, to the extent that the Rotary Art Costs exceed \$1,200,000 (the "Excess Rotary Art Costs"), Columbus shall pay to the City one-half (1/2) of all such Excess Rotary Art Costs; provided, however, that Columbus' obligation to pay one-half (1/2) of the Excess Rotary Art Costs shall not exceed \$350,000.

2. The Rotary Art will be constructed pursuant to a construction contract entered into between the City and a third-party contractor. Not later than seven (7) days following the date of the execution of the Rotary Art construction contract by the City (or any additive change order thereto), Columbus shall pay to the City Columbus' share of the Excess Rotary Art Costs as described above. In the event of a deductive change order to the Rotary Art construction contract which would reduce the amount of Columbus' share of the Excess Rotary Art

the amount of such reduction not later than seven (7) days following the execution of such change order.

E. Limitations on Payments.

1. The parties recognize that the public parks and open spaces depicted and described in the Concept Plan to be provided to the City by Gaylord and Columbus in the development of the Property must, within limits, meet a certain standard of excellence. Therefore, the parties have agreed, in improving those public parks and open spaces, on a maximum and minimum expenditure for such parks and open spaces as set forth in Exhibit 5, the Schedule for Parks and Open Space Improvements.

2. The City shall not pay for any improvements necessitated by a traffic impact analysis or facilities study required by either the Concept Plan or a Development Plan.

3. No payment for Improvements to any Phase or subphase of the development of the Property shall be made by the City until a Development Plan for the Phase or subphase has been approved and all rights-of-way for the Improvements to serve such Phase or subphase have been dedicated to the City, as required in Section 5 of this Agreement."


Section 2. No Other Amendments. Except to the extent modified or amended herein, all other terms and obligations of the Master Facilities Agreement shall remain unchanged and in full force and effect.

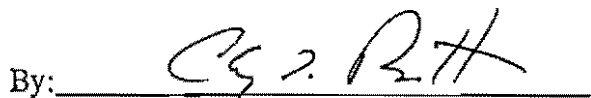
Section 3. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Amendment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

GAYLORD PROPERTIES, ^{LP} INC.

By: 
Ron Whitehead, City Manager

By: 

ATTEST:

COLUMBUS REALTY TRUST

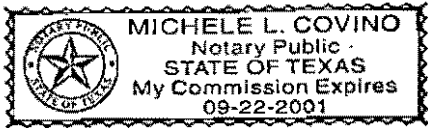
By: 
Carmen Moran, City Secretary

By: 

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on OCTOBER 28, 1997 by Ron Whitehead, City Manager of the Town of Addison, Texas, a Texas municipal corporation, on behalf of the said municipal corporation.



Michele L. Covino
NOTARY PUBLIC, State of Texas

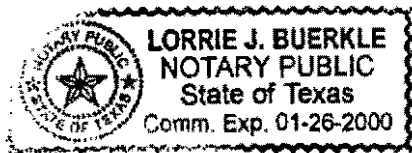
STATE OF ~~TEXAS~~ §
OKLAHOMA §
COUNTY OF ~~DALLAS~~ §
OKLAHOMA §

This instrument was acknowledged before me on NOVEMBER 13, 1997 by CLAYTON I. BENNETT, VICE PRESIDENT of Gaylord Properties, ^{LP}~~Inc.~~, a Texas ^{limited partnership}~~corporation~~, on behalf of the said ^{partnership}~~corporation~~.

Jayce Johnson
NOTARY PUBLIC, State of ~~Texas~~ OKLAHOMA

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on October 30, 1997 by Bryant Nail, Vice President of Columbus Realty Trust, a Texas real estate investment trust, on behalf of the said real estate investment trust.



Lorrie J. Buerkle
NOTARY PUBLIC, State of Texas

EXHIBIT 4

**ADDISON URBAN CENTER COST PROJECTIONS OF INFRASTRUCTURE
IMPROVEMENTS**

COPY

ADDISON URBAN CENTER
COST PROJECTIONS OF
INFRASTRUCTURE IMPROVEMENTS

06/22/95

PHASE I

ITEM	BASE COST	EXCESS COST	TOTAL COST
Quorum Drive (1650 L.F.)	\$464,000	\$464,000	\$928,000
Mildred West of Quorum (3611 L.F.)	\$140,000	\$140,000	\$280,000
Quorum Rotary Open Space (0.58 Ac)	\$468,000	\$468,000	\$936,000
Bosque Park (0.96 Ac)	\$0	\$535,000	\$535,000
Street R - 3 (425 L.F.)	\$0	\$445,000	\$445,000
Street R - 4 (575 L.F.)	\$0	\$596,000	\$596,000
Street M - 1 (680 L.F.)	\$0	\$780,000	\$780,000
TOTALS	\$1,072,000	\$3,428,000	\$4,500,000

PHASE II

ITEM	BASE COST	EXCESS COST	TOTAL COST
Quorum Drive (2075 L.F.) (1/2 of street)	\$260,000	\$260,000	\$520,000
Mildred East of Quorum (419 L.F.) (West of Spectrum)	\$159,000	\$159,000	\$318,000
Spectrum (1275 L.F.)	\$182,000	\$182,000	\$364,000
East Mildred Open Space (1.13 Ac)	\$305,000	\$305,000	\$610,000
Quorum North Park (0.69 Ac)	\$0	\$295,000	\$295,000
Mews Park (1.43 Ac)	\$0	\$675,000	\$675,000
R - 2 (525 L.F.)	\$0	\$270,000	\$270,000
R - 3 (400 L.F.)	\$0	\$205,000	\$205,000
R - 4 (630 L.F.)	\$0	\$322,000	\$322,000
R - 5 (325 L.F.) -	\$0	\$166,000	\$166,000
M - 2 (1275 L.F.)	\$0	\$624,000	\$624,000
Mildred east of Spectrum (590 L.F.)	\$0	\$131,000	\$131,000
TOTALS	\$906,000	\$3,594,000	\$4,500,000

Note: The above cost projections include costs for private utilities, engineering, special plan review, independent inspection and construction costs associated with Phases I and II of the Urban Center.

06/22/95

EXHIBIT 5

SCHEDULE FOR PARKS AND OPEN SPACE IMPROVEMENTS

SCHEDULE FOR PARKS AND
OPEN SPACE IMPROVEMENTS
ADDISON URBAN DISTRICT
JUNE 21, 1995

	MINIMUM ALLOWANCE	MAXIMUM ALLOWANCE
1.) Quorum Rotary (0.58 Ac)	870,000	1,000,000
2.) Bosque Park (0.96 Ac)	500,000	570,000
SUBTOTAL PHASE I	1,370,000	1,570,000
3.) Quorum North Park (0.69 Ac)	290,000	300,000
4.) East Mildred Open Space (1.13 Ac)	580,000	640,000
5.) Mews Park (1.43 Ac)	650,000	700,000
SUBTOTAL PHASE II	1,520,000	1,640,000
TOTAL	2,890,000	3,210,000

Estimates include all costs associated with bid document preparation, construction, inspection, utility service, etc. necessary to complete the parks.

STATE OF TEXAS

§

§

FUNDING, ASSIGNMENT AND

§

CONSTRUCTION SERVICES AGREEMENT

COUNTY OF DALLAS

§

This Assignment and Construction Services Agreement ("Assignment") is made and entered into this 30 day of September, 1997 by and between the Town of Addison, Texas, (the "City"), Addison Circle Two, Ltd., a Texas limited partnership (the "Partnership"), Gaylord Properties, Inc., a Texas corporation ("Gaylord"), and Columbus Realty Trust, a Texas real estate investment trust ("Columbus").

Recitals:

1. Columbus is the general partner of the Partnership and Gaylord is the sole limited partner of the Partnership.

2. The Partnership is the owner of certain real property located in the City, which real property is described in Exhibit 1 attached hereto and incorporated herein (the said real property being hereinafter referred to as the "Phase II Property").

3. Columbus also serves as the general partner, and Gaylord as the sole limited partner, of another Texas limited partnership, Addison Circle One, Ltd., which owns land within the Town generally known as the "Phase I Property" and described in Exhibit 2 attached hereto and incorporated herein.

4. The Phase I Property and the Phase II Property comprise a portion of that real property development within the Town known generally and referred to herein as "Addison Circle".

5. The development of Addison Circle is controlled by Ordinance No. 095-032 of the City, which Ordinance zoned Addison Circle UC Urban Center District and approved a Concept Plan (the "Concept Plan") for the development of Addison Circle.

6. As reflected in Ordinance No. 095-032 and the Concept Plan, Gaylord and Columbus have anticipated that Addison Circle would develop in three phases, Phase I, Phase II, and Phase III, and that Phase II would be developed in subphases.

7. To encourage the development of the Phase I Property and the Phase II Property, the City Council by Resolution R95-043 heretofore approved the expenditure of public funds in the amount of \$9 million in order to participate in the costs of certain public infrastructure improvements to serve Addison Circle.

8. In order to establish a process for the allocation of those public funds and to coordinate the construction of the Addison Circle public and private improvements, the City, Gaylord and Columbus entered into a Master Facilities Agreement dated July 17, 1995, as

amended (the "Master Facilities Agreement", attached hereto as Exhibit 3 and incorporated herein by this reference).

9. In accordance with the Master Facilities Agreement, the City has expended \$4,800,000 in the construction of public infrastructure improvements for the Phase I Property, leaving \$4,200,000 of funds to be expended by the City for public infrastructure improvements for the Phase II Property.

10. The Partnership is prepared to construct certain private improvements in the first subphase of Phase II of Addison Circle, which subphase is described in Exhibit 4 attached hereto and incorporated herein (the "the Phase IIA Property").

11. The City is prepared to proceed with the construction of the public infrastructure improvements within the Phase IIA Property, the costs of which, as provided by the Master Facilities Agreement, may not exceed the costs projected in that document entitled "Schedule for Public Infrastructure Improvements" (attached as Exhibit 4 to the Master Facilities Agreement) associated with the Phase IIA Property.

12. The City and the Partnership, Gaylord and Columbus have agreed and hereby agree that the public infrastructure funding for the Phase IIA Property, and all future subphases of Phase II of Addison Circle, is reflected in that document entitled "Addison Circle Phase II Funding, Summary, August 19, 1997" which is attached hereto as Exhibit 5 and incorporated herein, which document reflects that the total funding available from the City for public infrastructure improvements within the Phase IIA Property is \$1,671,548 (the "City's Phase IIA Property Funds").

13. The total costs of the public infrastructure improvements within the Phase IIA Property (the "Phase IIA Improvements") will exceed the City's Phase IIA Property Funds, and Gaylord and Columbus, as provided by the Master Facilities Agreement, must pay the difference between the City's Phase IIA Property Funds and the actual cost of construction of the Phase IIA Improvements.

14. The ratable share of the costs of the Phase IIA Improvements to be borne by the City and by Gaylord and Columbus is reflected in that document entitled "Addison Circle Phase IIA, Public Infrastructure Cost Reconciliation, August 20, 1997" attached hereto as Exhibit 6.

15. In the construction of the Phase IIA Improvements, it is anticipated that some of the Improvements will be constructed by third party contractors, and some will be constructed by the City.

16. With respect to that portion of the Phase IIA Improvements to be constructed by third party contractors, the Master Facilities Agreement provides that the City shall initially enter into a contract with a construction contractor for the construction of the Improvements and thereafter shall assign all of its rights, powers, duties and obligations under the construction contract to Gaylord and Columbus.

17. The Partnership, Gaylord and Columbus heretofore expressed to the City their desire to initiate the development of the Phase IIA Property and, in accordance with law and the Master Facilities Agreement, the City solicited sealed bids for the construction of the Phase IIA Improvements, including water and sewer system improvements, thoroughfare improvements, and streetscape improvements (which improvements are described in those construction contract documents entitled "Town of Addison Construction Specifications and Contract Documents Addison Circle Phase II Infrastructure" dated July 14, 1997 (the "Construction Contract"), a true and correct copy of which is on file with the City Engineer and is incorporated herein by this reference).

18. The bid documents for the Phase IIA Improvements provided that the City could award a separate bid for the construction of the water and sewer improvements, the thoroughfare improvements, and the streetscape improvements, or could award a single bid for all three improvements.

19. The City, following the receipt and opening of the sealed bids and upon recommendation from Huitt-Zollars Engineering, engineers for the Phase IIA Improvements, awarded separate bids for the water and sewer improvements, the thoroughfare improvements, and the streetscape improvements, and anticipates executing construction contracts with contractors (the "Contractors") to construct the water and sewer improvements (the "Water/Sewer Construction Contract"), the thoroughfare improvements (the "Thoroughfare Construction Contract"), and the streetscape improvements (the "Streetscape Construction Contract") (the three construction contracts being hereinafter referred to together as the "the Phase IIA Property Construction Contracts").

20. The City desires to assign to the Partnership all of its rights, powers, duties and obligations in and to the Phase IIA Property Construction Contracts and to recognize the Partnership as the construction manager for the Phase IIA Improvements.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, and other good and valuable consideration, the CITY and the PARTNERSHIP do hereby contract and agree as follows:

Section 1. Incorporation of Recitals. The above and foregoing recitals are true and correct and are incorporated herein for all purposes.

Section 2. Phase II Improvements. The public infrastructure funding for the Phase IIA Property, and all future subphases of Phase II of Addison Circle, is reflected in and shall be in accordance with that document entitled "Addison Circle Phase II Funding, Summary, September 4, 1997" which is attached hereto as Exhibit 5 and incorporated herein. The total funding available from the City for public infrastructure improvements within the Phase IIA Property, as reflected in Exhibit 5, is \$1,671,548.

Section 3. Assignment. The City does hereby assign and transfer all of its rights, powers, duties and obligations under the Construction Contracts to the Partnership. The Partnership shall hereafter act and serve as the owner and construction manager under the

Construction Contracts for all purposes, including inspection, material testing, staking, supervision and coordination of all construction work.

Section 4. Construction Management.

A. Inspection of Work. The Partnership shall use its best efforts to insure that the Work (as that term is defined in the Construction Contracts) to be performed under the Construction Contracts is completed in a timely manner in accordance with the Construction Contract documents, plans and specifications. The Partnership shall thoroughly inspect the Work of each contractor (together, the "Contractors") under each of the Construction Contracts to guard the City against defects and deficiencies in the Work without assuming responsibility for the means and methods used by the Contractors.

B. Contractor Claims. Except as provided in paragraph C of this Section 4, the Partnership shall fully and completely pay or settle, by litigation or otherwise, any claims of a Contractor arising out of the Construction Contracts without involving the City.

C. Payment to Contractor; City's Wrongful Failure to Make Payments.

1. The Partnership shall review all invoices or pay estimates received from the Contractor and forward the same to the City for payment with such supporting documentation as the City may require. All payments for Work performed under the Construction Contracts shall be made in accordance with the following:

(a) The cost of the Construction Contracts, and the respective share of such costs to be paid by the City and by the Partnership (the Partnership being identified as "Columbus" on Exhibit 6) are shown on Exhibit 6 to this Agreement and identified thereon as "Bid Package 'A'", "Bid Package 'B'", and "Bid Package 'C'" (together, the "Bid Packages").

(b) For each Contractor invoice, pay request or draw which is submitted by a Contractor to the Partnership for payment under the original Construction Contracts, the City shall pay that portion of such invoice, pay request or draw which is equal to the City's ratable share of the total cost of the Bid Packages, determined as follows:

$$\begin{array}{r} \$883,000 \text{ (City's total obligation for the Bid Packages)} \\ \div \\ \$3,724,840 \text{ (Total costs for the Bid Packages)} \\ = \\ 23.71\% \end{array}$$

less the amount of retainage which is to be withheld from each payment to the Contractor under the Construction Contracts. The Partnership shall pay the remaining portion of each invoice, pay request or draw. Example: Pay request for \$100,000 under Bid Package A. Retainage under the Construction Contracts is 5%. City pays $(\$100,000 \times 23.71\%) - (\$100,000 \times 5\%) = \$23,710 - \$5,000 = \$18,710$; Partnership pays $\$100,000 - \$18,710 = \$81,290$.

(c) In the event of a change order to any of the Construction Contracts, the payment obligations described in Section 4.C.1.(b) above, shall not apply, and the Partnership shall be responsible for and shall pay the full amount of the construction costs for a change order which causes an increase in the cost of the work being performed under any of the Construction Contracts, and shall have its payment obligations reduced by the full amount of any change order which causes a decrease in the cost of such work. In the event of a change order which increases the cost of construction work in any of the Construction Contracts, the Partnership, upon payment of an invoice, pay request or draw in connection with that change order, shall withhold from payment to the Contractor the retainage required to be withheld under the Construction Contract and shall promptly transfer such retainage to the City.

(d) In order to secure the obligations of the Partnership to make payments under the Construction Contracts, Gaylord and Columbus shall provide to the City, prior to the issuance of a notice to commence construction under any of the Construction Contracts, Gaylord's and Columbus' guarantee of the Partnership's payment obligations hereunder in a form acceptable to the City.

(e) The City's share of each invoice, pay request or draw for Work performed under the Construction Contracts shall be made by the City to the Partnership for forwarding, together with the Partnership's payment, to the Contractor. The City shall not make a payment under any such invoice or pay estimate unless the Partnership has provided to the City a certification regarding the invoice or pay estimate and the Partnership has reviewed and approved the same. The Partnership's certification shall be by affidavit sworn to by the appropriate official of the Partnership authorized to submit the same, and shall certify that the estimate of Work completed for the relevant period is true and correct to the best of the Partnership's information and belief, has been measured and verified in accordance with the Construction Contract documents, and that all Construction Contract preconditions to payment have been met. Copies of all material testing results shall be furnished with the certification.

2. In the event that claims from the Contractor under the Construction Contract result from the wrongful failure by the City to make construction payments in accordance with the terms of this Agreement, the Partnership may seek reimbursement in accordance with this paragraph C. In the event the Partnership intends to seek reimbursement from the City for the expense incurred by the Partnership in resolving any claim caused directly by the City's wrongful failure to make such construction payments, the Partnership shall notify the City in writing of the claim and any proposed settlement or resolution. The City reserves the right upon such notice, and at the City's sole election, to make an audit of all books, records, accounts and other data of the Contractor relating to the claim and overall performance of the Construction Contracts before approving payment of such claim.

D. Insurance; Indemnity. Until such time that the Work has been finally completed and accepted by the City, the Partnership shall:

1. Acquire and maintain commercial general liability insurance in the amount of \$3,724,840.00. Such insurance shall cover any and all liability or claims which might arise out of the Construction Contracts, whether by the Contractor, a subcontractor, materialman or otherwise. All such insurance shall: (a) be issued by a carrier which is rated "A-1" or better

by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, and (b) name the City as an additional insured. Coverage must be on an "occurrence" basis. Certified copies of all of such policies shall be delivered to the City upon the execution of a construction contract; provided, however, that the City, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance together with the declaration page of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification; and

2. Indemnify the City, its officers and employees against, and hold the City, its officers and employees harmless from, at the Partnership's cost, any and all liability, actions, causes of action, lawsuits, judgments, claims, damages, costs or fees, including reasonable attorney's fees (including claims for contractual damages, or claims for injury to person or property or death of any person) resulting from or based, in whole or in part, any act or omission of the Partnership acting as the owner and/or construction manager pursuant to this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

Section 5. Texas Law to Apply; Venue. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Venue under this Assignment lies in Dallas County, Texas.

Section 6. Enforcement of Judgment Against Partners. In the event the City obtains a judgment against the Partnership pursuant to an action brought under this Assignment or the Construction Contracts, the City and the Partnership agree, pursuant to Subsection (e) of Article 6132b-3.05, V.T.C.S., that the City shall not be required to comply with the limitation on satisfying a judgment set forth in subsection (d) of article 6132b-3.05, and that the City shall be entitled to proceed directly against one or more partners of the Partnership or their property without first seeking satisfaction from the Partnership.

Section 7. Entire Agreement. This Assignment represents the entire and integrated agreement between the City and the Partnership relative to the matters contained herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Assignment may be amended only by written instrument signed by both the City and the Partnership.

Section 8. Severability. If any clause, paragraph, section or portion of this Assignment shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Assignment shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Assignment initially.

Section 9. Notices. Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed delivered three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

TO TOWN OF ADDISON:

P.O. Box 144
Addison, Texas 75001
Attn: City Manager

TO GAYLORD PROPERTIES, INC.:

1011 N. Central Expressway
Dallas, Texas 75231
Attn: Glenn Stinchcomb

TO ADDISON CIRCLE TWO, LTD:

15851 Dallas Parkway
Suite 855
Dallas, Texas 75248

TO COLUMBUS REALTY TRUST:

15851 Dallas Parkway
Suite 855
Dallas, Texas 75248

Attn: Bryant Nail

Section 10. Incorporation of Recitals. The recitals set forth herein are intended, and are hereby deemed, to be a part of this Agreement.

Section 11. Authority to execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Assignment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

Section 12. Binding effect. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

ADDISON CIRCLE ONE, LTD.

By: Ron Whitehead
Ron Whitehead, City Manager

By: Columbus Realty Trust, General Partner

ATTEST:

By: C. MORAN
Carmen Moran, City Secretary

By: _____

Its: _____

GAYLORD PROPERTIES, ^{LP} INC.

By: Cy? RTH

Its: Vice President

COLUMBUS REALTY TRUST

By: B...

Its: Vice President

EXHIBIT 1
[LEGAL DESCRIPTION OF PHASE II]

EXHIBIT 2
[LEGAL DESCRIPTION OF PHASE I]

EXHIBIT 3

[COPY OF MASTER FACILITIES AGREEMENT]

EXHIBIT 4

[LEGAL DESCRIPTION OF PHASE IIA PROPERTY]

EXHIBIT 5

**ADDISON CIRCLE PHASE II FUNDING
SUMMARY
SEPTEMBER 4, 1997**

PROJECT	MASTER FACILITIES AGREEMENT	LENGTH	PHASE IIA	LENGTH	FUTURE PHASES	LENGTH
Quorum Drive	\$ 520,000	2075 linear feet (1/2 of street)	\$ 188,000		\$ 332,000	
Addison Circle (Mildred) East of Quorum	\$ 318,000	419 linear feet	\$ 318,000	419 linear feet	0	0 linear feet
Spectrum	\$ 364,000	1275 linear feet	\$ 200,000	700 linear feet	\$ 164,000	575 linear feet
Addison Circle Open Space (East Mildred)	\$ 610,000	1.13 acres	\$ 610,000	1.13 acres	0	0 acres
Quorum North Park	\$ 295,000	.69 acres		0 0 acres	\$ 295,000	.69 acres
Mews Park	\$ 675,000	1.43 acres		0 0 acres	\$ 675,000	1.43 acres
R-2	\$ 270,000	525 linear feet		0 0 linear feet	\$ 270,000	525 linear feet
R-3	\$ 205,000	400 linear feet		0 0 linear feet	\$ 205,000	400 linear feet
R-4	\$ 322,000	630 linear feet	\$ 268,000	525 linear feet	\$ 54,000	105 linear feet
R-5	\$ 166,000	325 linear feet		0 0 linear feet	\$ 166,000	325 linear feet
M-2	\$ 624,000	1275 linear feet	\$ 303,000	620 linear feet	\$ 321,000	655 linear feet
Addison Circle (Mildred) East of Spectrum	\$ 131,000	590 linear feet	\$ 131,000	590 linear feet	0	0 linear feet
TOTAL	\$ 4,500,000		\$ 2,018,000		\$ 2,482,000	
Phase IIA Utilities Constructed during Phase I			\$ (83,840)			
Phase IIA Funds Transferred to Phase A211 (Subject to Council Approval)			\$ (300,000)			
Quorum Rotary Park (Water Line)			\$ 37,388			
TOTAL FUNDS AVAILABLE FOR PHASE IIA			\$ 1,671,548			

EXHIBIT 6

**ADDISON CIRCLE PHASE IIA
PUBLIC INFRASTRUCTURE BID RECONCILIATION
SEPTEMBER 4, 1997**

BID PACKAGE "A"	
Jim Bowman Bid	\$ 1,062,359
BID PACKAGE "B"	
Jim Bowman Bid	\$ 1,578,971
BID PACKAGE "C"	
North Texas Contracting Bid	\$ 1,083,540
TOTAL PUBLIC INFRASTRUCTURE	<u>\$ 3,724,840</u>

BID RECONCILIATION	TOWN OF ADDISON	COLUMBUS	TOTAL
Phase IIA Improvements	\$ 826,990	\$ 2,841,600	\$ 3,668,590
Quorum Rotary Park Waterline	\$ 37,388	0	\$ 37,388
Addison Circle Median Park	\$ 18,862	0	\$ 18,862
TOTALS	<u>\$ 883,240</u>	<u>\$ 2,841,600</u>	<u>\$ 3,724,840</u>

* Funding from Addison Circle Median Park - Phase I

**ADDISON CIRCLE PHASE IIA
PUBLIC INFRASTRUCTURE
COST RECONCILIATION
SEPTEMBER 4, 1997**

DESCRIPTION	TOWN OF ADDISON	COLUMBUS	TOTAL
Bid Package "A"	\$ 245,000	\$ 817,359	\$ 1,062,359
Bid Package "B"	\$ 365,000	\$ 1,213,971	\$ 1,578,971
Bid Package "C"	\$ 273,240	\$ 810,270	\$ 1,083,510
Addison Circle Median Park (Remaining Allowance)	\$ 588,308	0	\$ 588,308
Design Engineering		\$ 398,000	\$ 398,000
Construction Inspection Allowance	\$ 75,000	0	\$ 75,000
Geotechnical Allowance	\$ 25,000	0	\$ 25,000
Spectrum Street Lighting Allowance	\$ 50,000	0	\$ 50,000
Addison Circle Street Lighting Allowance	\$ 50,000	0	\$ 50,000
TOTAL	\$ 1,671,548	\$ 3,239,600	\$ 4,911,148

NOTE: Total Columbus portion of II is \$2,841,600 assuming a \$300,000 transfer from Phase II A to Phase I is approved.

COPY

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

MASTER FACILITIES AGREEMENT

THIS Master Facilities Agreement (hereinafter "Agreement") is entered into this 17th day of July, 1995, by and between the TOWN OF ADDISON, TEXAS, ("the City"), a municipality organized and existing pursuant to the laws of the State of Texas and municipal charter, and GAYLORD PROPERTIES, INC., a Texas corporation ("Gaylord"), and COLUMBUS REALTY TRUST, a Texas real estate investment trust ("Columbus").

RECITALS

WHEREAS, the City is authorized pursuant to the laws of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake any development on real property for the purpose of providing supporting public facilities and services; and

WHEREAS, Gaylord and Columbus hold interests in certain real property located in the City, which real property is described in Section 3 of this Agreement ("the Property"); and

WHEREAS, Gaylord and Columbus desire to develop the Property with a mix of uses that contain primarily multi-family residential uses; and

WHEREAS, the City amended its Comprehensive Plan to provide for an Urban Center & Special Events District in order to reflect the mixing of residential, retail, office and civic uses within an urban framework which is small in scale and compatible with adjacent developments as an appropriate and desired land use; and

WHEREAS, the City amended the text of its Comprehensive Zoning Ordinance to provide for an Urban Center ("UC") District, by way of Ordinance No. 095-019, adopted on May 3, 1995, in order to implement the policies of the Comprehensive Plan relating to the development of the Urban Center & Special Events District; and

WHEREAS, the UC District regulations set forth standards and procedures governing the establishment of land uses within the District; and

WHEREAS, amendment of the City's Zoning Map to an UC District requires simultaneous approval or conditional approval of a Concept Plan for development of land to be included within such District; and

WHEREAS, Gaylord and Columbus requested amendment of the Zoning Map for the Property from the Commercial ("C-1") District to the UC District based on submission of a Concept Plan depicting a development project, which zoning amendment and Concept Plan were approved on July 17, 1995, by Ordinance No. 095-019; and

WHEREAS, Ord. No. 095-019 incorporates certain conditions applicable to the approved Concept Plan for development of the Property and each phase of the development project therein defined; and

WHEREAS, the Concept Plan depicts that the development of the Property will occur in three phases, with multiple subphases in each phase; and

WHEREAS, the Concept Plan represents that the development of the Property will extend over a period of up to 12 years; and

WHEREAS, the development of the Property in accordance with the Concept Plan by Gaylord and Columbus will contribute important direct and indirect economic and social benefits to the City including, but not limited to, creation of a larger, urban-oriented residential population, additional jobs and increased property and sales tax revenues; and

WHEREAS, it is essential to the City's public health, safety and general welfare to assure that the development of the Property is supported by adequate levels of public facilities and services; and

WHEREAS, the City Council by Resolution R95-043 approved expenditure of public funds in the amount of \$9 million in order to participate in the costs of public improvements to serve the development project; and

WHEREAS, a schedule of public improvements to serve each phase and subphase of the development project, together with a schedule of costs for such improvements, has been prepared; and

WHEREAS, the City has adopted by Resolution No. R95044 a professional services procurement procedure, as authorized by and consistent with Tex. Gov't. Code section 2254 et seq.; and

WHEREAS, it is necessary to provide for allocation and expenditure of said authorized funds for public improvements in order to assure that public facilities and services are timely provided to support the development of the Property; and

WHEREAS, the City Council has adopted Resolution No R95062 on July 17, 1995 ____, 1995, approving this Agreement with Gaylord and Columbus and authorizing the City Manager to execute same by affixing his hand and the City Seal;

NOW, THEREFORE, for and in consideration of the above and foregoing premises, and other good and valuable consideration, the CITY, GAYLORD and COLUMBUS do hereby contract and agree as follows:

Section 1. Definitions. As used in this Master Facilities Agreement, the following terms shall have the meanings indicated below:

"Affiliate" means a corporate parent of either Gaylord or Columbus owning more than 50% of the shares of Gaylord or Columbus, a partnership or joint venture in which Gaylord or Columbus own an interest of more than 50%, or a subsidiary entity of Gaylord or Columbus in which Gaylord or Columbus own an interest of more than 50%.

"Concept Plan" means the Concept Plan for the Property, together with all conditions attached thereto, as approved by the City on July 17, 1995, 1995, and incorporated into Ord. No. 095032 in accordance with the UC District regulations, and as may be amended from time to time. A true and correct copy of Ord. No. 095032 is attached hereto as Exhibit 1 and incorporated herein for all purposes.

"Development Plan" means a final development plan approved for a phase or subphase of the project in accordance with UC District Regulations.

"Phase I" and "Phase II" mean the plans for development of those portions of the Property identified as Phase I and Phase II, respectively, in the Concept Plan.

"Professional Services Procurement Procedure" means the City's Professional Services Procurement Procedure, a true and correct copy of which is attached hereto as Exhibit 2 and incorporated herein for all purposes.

"Public Infrastructure Improvements" or "Improvements" means the public streets, alleys, easements and other public rights-of-way, water, sewer and drainage facilities, park facilities and all other proposed public facilities and improvements shown and described (together with their projected design, inspection and construction costs) in the Concept Plan and in Exhibit 4 attached hereto and incorporated herein for all purposes.

"Urban Center District Regulations" means the zoning district standards and procedures established by Ordinance No. 095-019 of the City.

Section 2. Purpose and Intent. The purposes of this Agreement are to encourage implementation of comprehensive plan policies relating to development within the Urban Center and Special Events District and to assure that such development is adequately supported by appropriate levels of public facilities and services.

Section 3. Property. The Property subject to this Agreement is that real property described in Exhibit 3, which is attached hereto and made a part of this Agreement as if fully set forth herein, to wit, all the land lying within the Residential Subdistrict of the UC District, as described in Ord. No. 095-032 and as depicted on the Concept Plan attached thereto.

Section 4. Rights and Obligations of Parties.

A. Benefits and Burdens. The burdens of this Agreement shall bind, and the benefits of this Agreement shall inure to, the parties to this Agreement and each of them and their successors in interest.

B. Assignment.

1. Both Gaylord and Columbus shall have the right to transfer or assign their legal and equitable interest in the Property, in whole or in part, or any portion thereof, to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that an assignment or delegation to an Affiliate of Gaylord or Columbus shall not require the written approval of the City, and Gaylord or Columbus shall, upon the City's request, provide the City with written evidence establishing the relationship between Gaylord or Columbus and the Affiliate. Notwithstanding the foregoing, no transfer, assignment or other conveyance by Gaylord and Columbus, or either of them, whether to an Affiliate or otherwise, shall relieve Gaylord or Columbus from its obligations pursuant to this Agreement except as authorized in writing by the City, and the obligations of Gaylord or Columbus under this Agreement may not be transferred or delegated without the written consent of the City, Gaylord and Columbus, except as provided above.

2. During the term of this Agreement, any assignee or transferee of the rights under this Agreement shall observe and perform all of the duties and obligations of Gaylord and Columbus as contained in this Agreement, or as it may be amended or revised, as such duties and obligations pertain to the portion of the Property transferred or assigned. Any transfer or assignment of this Agreement by Gaylord or Columbus shall be in writing and shall clearly provide that the assignee or transferee shall observe and perform all of the duties and obligations of Gaylord or Columbus, respectively, as contained herein.

3. Any and all successors and assignees of Gaylord or Columbus shall have all of the same rights, benefits, duties, obligations and liabilities of Gaylord or Columbus, respectively, under this Agreement.

Section 5. Public Infrastructure Improvements Schedule.

A. Schedule. Exhibit 4, which is attached hereto and which is made a part of this Agreement as if fully set forth herein, sets forth the nature of the public infrastructure improvements and their costs to be associated with each phase of the development project. The Schedule describes the estimated total costs for a particular Improvement for purposes of Section 7 of this Agreement, and further defines excess and base costs for purposes of Section 8 of this Agreement.

B. Dedication of Rights-of-Way. Dedication of all rights-of-way required for a public infrastructure improvement associated with a Phase of the development of the Property shall be made in accordance with conditions established in the Concept Plan or as required by the approved Development Plan.

Section 6. Procurement, Design and Construction Management. Procurement of services, project design and construction management for the Public Infrastructure Improvements for each phase or subphase of the development of the Property shall be in accordance with the following provisions:

A. Design.

1. Except as provided by Paragraph D of this Section 6, Gaylord and Columbus shall, in accordance with the Professional Services Procurement Procedure and the Texas Professional Services Procurement Act, prepare and solicit requests for proposals for all professional design services, including engineering, architecture and surveying, select the most highly qualified provider of services on the basis of demonstrated competence and qualifications, and then attempt to negotiate with that provider a contract at a fair and reasonable price.

2. Following selection of a professional services provider and price negotiation, Gaylord and Columbus shall submit the name and qualifications of the proposed provider of services and the negotiated price, together with all other relevant information (including the request for proposals, proposals submitted by all other providers, and the proposed contract for the professional services) to the City Council for review. The City Council shall evaluate the information submitted and vote to approve or disapprove of the proposed provider of services at the negotiated price. In the event the Council disapproves the same, Gaylord and Columbus shall continue to follow the procedure set forth in the City's Professional Services Procurement Procedure and other relevant law until the City Council approves of the provider of services and the negotiated price.

3. In preparing the request for proposals and the contract for professional services, Gaylord and Columbus shall consult with the City Engineer, City Attorney and other appropriate City Staff.

4. Following approval of a provider of professional services by the City Council, Gaylord and Columbus shall enter into a contract with the provider in accordance with the Council's approval.

5. The City shall pay Gaylord and Columbus the fees for professional services incurred by Gaylord and Columbus in the contract for professional services; provided, however, that the City shall not be obligated to pay such fees to Gaylord and Columbus until such time that: (i) the City has received from Gaylord and Columbus a detailed statement or invoice of the professional services provided, (ii) the final Development Plan for the applicable phase or subphase of the Property has been finally approved, and (iii) a building permit for the applicable phase or subphase of the Property has been issued by the City. Upon the receipt of the said invoice or statement and provided that the other conditions set forth in this Subsection 6.A.5 have been fulfilled, the City shall pay Gaylord and Columbus the amount of the invoice or statement within thirty (30) days of the receipt of the invoice or statement.

B. Construction.

1. Except as provided by Paragraph D of this Section 6, engineering, architectural, construction and other design plans and specifications for the Improvements shall be submitted to the City Engineer for review and approval. The City shall thereafter solicit bids to construct the proposed Improvements in accordance with the competitive bid process required by law. Following the opening of the bids received, the City Engineer shall notify Gaylord and

Columbus of such bids and the City Staff's proposal to the City Council regarding the award of the bid. The City Council shall thereafter award the bid.

2. In conjunction and simultaneous with the construction of the Improvements, Gaylord and Columbus will be constructing certain private improvements upon that portion of the Property included within the applicable phase or subphase. Therefore, upon the award and execution of the construction contract between the City and the contractor and in order to coordinate the construction of the public and private facilities, the City shall assign all of its rights, powers, duties and obligations under the construction contract to Gaylord and Columbus. Gaylord and Columbus shall thereafter act and serve as the owner and construction manager under such construction contract for all purposes, including inspection, material testing, staking, supervision and coordination of all construction work, in accordance with the following:

(a) Gaylord and Columbus shall use their best efforts to insure that all Improvements are completed in a timely manner in accordance with the construction contract documents, plans and specifications. Gaylord and Columbus shall thoroughly inspect the work of the contractor to guard the City against defects and deficiencies in the Improvements without assuming responsibility for the means and methods used by the contractor.

(b) Except as provided in Subparagraph (c) of this Section 6.B.2., Gaylord and Columbus shall fully and completely pay or settle, by litigation or otherwise, any claims of the construction contractor arising out of the performance of the construction contract without involving the City.

(1) Any construction contract for the construction of the Public Infrastructure Improvements shall specify that the contractor shall look solely to Gaylord and Columbus concerning any claim under the contract. In accordance therewith:

(i) For each such construction contract Gaylord and Columbus shall acquire and maintain, during any period for which a phase or subphase of the development of the Property is under construction, comprehensive general liability insurance in the amount of the construction contract or \$1,000,000, whichever is greater. Such insurance shall cover any and all claims which might arise out of the construction contract, whether by the contractor, a subcontractor, materialman or otherwise. All such insurance shall: (a) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, and (b) name the City as an additional insured. Certified copies of all of such policies shall be delivered to the City upon the execution of a construction contract; provided, however, that the City, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance together with the declaration page of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

(ii) Gaylord and Columbus shall also indemnify the City, its officers and employees against, and hold the City, its officers and employees harmless from, at Gaylord's and Columbus' cost, any and all actions, causes of action, lawsuits, judgments, claims, damages,

costs or fees, including reasonable attorney's fees (including claims for contractual damages, or claims for injury to person or property or death of any person) resulting from or based on, in whole or in part, any act or omission of Gaylord and Columbus under a construction or professional services contract entered into in the development of the Property during construction of the Improvements and until the City's Engineer accepts the Improvements as finally complete. The provisions of this Subparagraph (b)(1)(ii) shall survive the termination of this Agreement.

(c) In the event that claims from a contractor under a construction contract result from the wrongful failure by the City to make construction payments in accordance with the terms of this Agreement, Gaylord and Columbus may seek reimbursement in accordance with this Subparagraph (c). In the event Gaylord and Columbus intend to seek reimbursement from the City for the expense incurred by Gaylord and Columbus in resolving any claim caused directly by the City's wrongful failure to make such construction payments, Gaylord and Columbus shall notify the City in writing of the claim and any proposed settlement or resolution. The City reserves the right upon such notice, and at the City's sole election, to make an audit of all books, records, accounts and other data of the construction contractor relating to the claim and overall performance of the construction contract before approving payment of such claim. The construction contract shall provide for the City's right to audit such claims.

(d) Gaylord and Columbus shall review all invoices or pay estimates received from the contractor and forward the same to the City for payment with such supporting documentation as the City may require. All payments for work performed under the construction contract shall be made by the City to Gaylord and Columbus for forwarding to the construction contractor. The City shall not make a payment under any such invoice or pay estimate unless Gaylord and Columbus have provided to the City a certification regarding the invoice or pay estimate and Gaylord and Columbus have reviewed and approved the same. Gaylord's and Columbus' certification shall be by affidavit sworn to by the appropriate official of Gaylord and Columbus authorized to submit the same, and shall certify that the estimate of work completed for the relevant period is true and correct to the best of Gaylord's and Columbus' information and belief, has been measured and verified in accordance with the construction contract documents, and that all construction contract preconditions to payment have been met. Copies of all material testing results shall be furnished with the certification.

3. All change orders shall be processed and approved in accordance with the City's procedure for the review and approval thereof.

4. The construction contract shall require, among other things, that the contractor provide performance and payment bonds in a form acceptable to the City. The performance and payment bonds shall name the City and Gaylord and Columbus as joint obligees.

5. All Public Infrastructure Improvements shall become the sole property of the City upon completion of the work and acceptance of the work by the City. Upon final completion of the Improvements and acceptance thereof by the City in accordance with the construction contract for the Improvements for each phase or subphase, the City shall take the Public Infrastructure Improvements free from any liens or encumbrances thereon except for any private utility easements and any rights reserved regarding public parking.

6. In accordance with the City's Subdivision Ordinance, Ordinance No. 261, as amended, Gaylord and Columbus shall construct, place or locate all electric utility lines and wires, terminals and other facilities and equipment underground. Within the public streets and rights-of-way, to the extent that Gaylord and Columbus may be liable for the difference between the cost of constructing such electrical utility facilities overhead and placing the same underground, such cost shall be eligible for reimbursement in accordance with Section 7 of this Agreement.

C. Inspection. Notwithstanding the foregoing, the City reserves the right to inspect, test, measure or verify the construction work on the Improvements as the City deems necessary. Final payment to the construction contractor shall not be made until all Improvements have been finally completed (as verified by Gaylord and Columbus and the City) in accordance with the construction contract, plans and specifications and have been accepted by the City.

D. Park Improvements. In Phase I, the City shall contract for the design and construction of the rotary park/open space ("O-__") depicted on the Concept Plan. In Phase II, the City shall contract for the design and construction of Mildred East Park (center island) ("O-___") depicted on the Concept Plan. In the selection of a professional to design the rotary/park and Mildred East Park and the contractor to construct the same, a committee shall be formed by the City and Gaylord and Columbus to evaluate the candidates and to recommend a design professional and contractor to the City Council. The committee shall consist of seven members, four of which shall be City representatives and three of which shall be Gaylord and Columbus representatives. Each member of the committee shall be entitled to vote on the recommendation to the City Council. The City Council shall select the design professional and the construction contractor.

E. Landscape Maintenance. The City shall maintain all landscaping and streetscaping in the public right-of-way according to the specifications and standards set forth in each approved Development Plan, and as provided in the Urban Center Public Landscape Maintenance Schedule attached to this Agreement as Exhibit 7. The terms of this Subsection 6.E. shall survive the termination of this Agreement.

Section 7. Allocation of Funds, Payment and Participation by Gaylord and Columbus in Excess Costs.

A. Allocation by Phase and Payment. Funds for the design and construction of the Public Infrastructure Improvements shall be allocated in the maximum amount of \$4,500,000 for Phase I and \$4,500,000 for Phase II. If the actual costs of the Public Infrastructure Improvements for either Phase I or Phase II are less than the \$4,500,000 allocated for the respective Phase, the funds remaining for that Phase shall be reallocated to pay for or to reimburse actual costs of Improvements for the other Phase. Payment shall be made by the City in accordance with the procedures set forth in Section 6 of this Agreement, not to exceed the maximum allocation per Phase except as provided herein.

B. Allocation by Subphase. If any Phase of the project is to be developed in subphases, payment by the City for any subphase shall not exceed the costs projected in the

Schedule for Public Infrastructure Improvements set forth in Exhibit 4 associated with such subphase, except by amounts by which actual costs for Public Infrastructure Improvements associated with contracts awarded for prior subphases are less than the total costs projected for such prior subphases set forth in Exhibit 4.

C. Participation in Costs by Gaylord and Columbus. In the event that actual design and construction costs for any Phase or subphase of the development of the Property (such actual costs being determined at the time of the acceptance and award by the City of a construction contract to construct the Phase or subphase Improvements, and subject to review as a result of any change order with respect to such construction contract) shall exceed the total costs projected in the Schedule for Public Infrastructure Improvements set forth in Exhibit 4, Gaylord and Columbus shall pay the City the difference between actual and projected total costs prior to the commencement of construction of the Improvements for the subphase.

D. Limitations on Payments.

1. The parties recognize that the public parks and open spaces depicted and described in the Concept Plan to be provided to the City by Gaylord and Columbus in the development of the Property must, within limits, meet a certain standard of excellence. Therefore, the parties have agreed, in improving those public parks and open spaces, on a maximum and minimum expenditure for such parks and open spaces as set forth in Exhibit 5, the Schedule for Parks and Open Space Improvements.

2. The City shall not pay for any improvements necessitated by a traffic impact analysis or facilities study required by either the Concept Plan or a Development Plan.

3. No payment for Improvements to any Phase or subphase of the development of the Property shall be made by the City until a Development Plan for the Phase or subphase has been approved and all rights-of-way for the Improvements to serve such Phase or subphase have been dedicated to the City, as required in Section 5 of this Agreement.

Section 8. Default by Gaylord and Columbus. In the event of a default by Gaylord and Columbus, the City shall have the right to terminate this Agreement by giving at least thirty days written notice of such termination to Gaylord and Columbus.

A. Events of Default. For purposes of this agreement, the following circumstances shall constitute default by Gaylord and Columbus:

1. Failure to submit a Development Plan for a Phase or subphase within Phase I or Phase II within the time specified in the Concept Plan, plus any extensions of time granted by the City pursuant to the UC District regulations.
2. Failure to be granted a certificate of occupancy for all dwelling units approved in a Development Plan or revision thereof within five (5) years following the later of such initial approval or approval of a revision.
3. Failure to meet any other time period required by the Concept Plan, any approved Development Plan, the UC District regulations, or any time

period set forth in this Agreement plus any extensions of time granted by the City.

4. Failure to provide payment to the City for the excess cost of the design and construction of the Public Infrastructure Improvements as required by Section 7.C of this Agreement.
5. Failure to dedicate to the City land and facilities for the Improvements in accordance with the schedule established in the Concept Plan or as required by the approved Development Plan.
6. Failure to satisfy any condition attached to the Concept Plan or approved Development Plan not encompassed in Subparts 1 or 3 of this Subsection 8.A.
7. A violation or breach of any provision of this Master Facilities Agreement.

B. Cure by Gaylord and Columbus . Gaylord and Columbus shall have a period of not more than ninety (90) days from the time notice of default and termination is delivered by the City within which to cure any default under Subsections 8.A.2, 4, 5, 6 or 7.

C. Reimbursement. In the event of default by Gaylord and Columbus and the termination of this Agreement by the City, Gaylord and Columbus shall reimburse the City a portion of the City's expenditure of funds for the Public Infrastructure Improvements in accordance with the following:

1. For purposes of this obligation to reimburse, the Public Infrastructure Improvements are differentiated as "base costs" and "excess costs." Generally, base costs are those costs which, in the typical development of property, might be provided by a governmental entity; excess costs are those costs which, in such a development, would be provided by a private developer. The estimated "base costs" and "excess costs" for each phase of development for the Property are identified in Exhibit 4 attached hereto and incorporated herein for all purposes.

2. Upon default, and following any period of cure provided by this Agreement, Gaylord and Columbus shall be responsible for the excess costs of Public Infrastructure Improvements in accordance with the Schedule set forth in Exhibit 4, as follows (examples of the application of the formula are contained in Exhibit 6 attached hereto and incorporated herein by reference):

a. **Phase I Excess Costs.** Gaylord and Columbus shall be responsible for the total excess costs for Phase I shown on Exhibit 4 which have been expended by the City or for which the City has become obligated under contract to the date of default, reduced by an amount calculated by multiplying such excess costs by a fraction equal to the total number of dwelling units for which a certificate of occupancy has been issued prior to default and/or the period of cure divided by 1,500 dwelling units (see Exhibit 6); provided however, that upon the issuance

of a certificate of occupancy for all of the dwelling units approved in the original or revised Development Plan for Phase I, and upon dedication of all open space land as indicated on the Concept Plan to be dedicated in conjunction with the approval of the first Development Plan in Phase II as required by the adopting Ordinance and Concept Plan (Exhibit 1), Gaylord and Columbus shall be relieved of all obligations to pay excess costs under this Subparagraph 8.C.2.a.

b. **Phase II Excess Costs.** Gaylord and Columbus shall be responsible for the cumulative excess costs for Phase II shown on Exhibit 4 which have been expended by the City or for which the City has become obligated under contract to the date of default, reduced by an amount calculated by multiplying such total cumulative excess costs by a fraction equal to the total number of dwelling units for which a certificate of occupancy has been issued for Phases I and II prior to default and/or the period of cure, divided by 1500 dwelling units (see Exhibit 6). After the time that certificates of occupancy have been issued for a total of 1000 dwelling units in Phases I and II, the obligation to pay excess costs in Phase II shall cease to be cumulative. Thereafter, in the event of default, Gaylord and Columbus shall be responsible only for the excess costs (which have been expended or for which the City has become obligated under contract for the subphase) for each subphase for which a Development Plan is approved, reduced by an amount calculated by multiplying the total excess costs which have been expended or for which the City has become obligated under contract for the subphase by a fraction equal to the total number of dwelling units for which a certificate of occupancy has been issued prior to default and/or the period of cure for such subphase, divided by the number of dwelling units approved in the Development Plan for the subphase (see Exhibit 6).

3. In the event that only part of a Public Infrastructure Improvement listed on Exhibit 4 has been constructed, excess costs for purposes of this Section 8.C will be prorated according to the percentage of completion of the Improvement.

4. Reimbursement to the City shall be provided by Gaylord and Columbus within 30 days of the issuance by the City of the notice of default and termination of this Agreement or, if Gaylord and Columbus is entitled to cure a default as provided by Section 8.B. of this Agreement but fails to do so, within 30 days following the expiration of the cure period.

5. The obligations of Gaylord and Columbus to reimburse the City pursuant to this Section 8.C. (the "Reimbursement Obligations") shall be secured by any one of the following means (the "Reimbursement Collateral"), selected by Gaylord and Columbus:

a. For Phase I, a deed of trust lien on the real property contained within Phase I for the Phase I excess costs, which shall be subordinate and inferior only to any liens for the benefit of the lender or lenders providing financing for such Phase, which deed of trust shall be in the form substantially similar to that attached hereto as Exhibit 8, or as otherwise agreed to by the City and Gaylord and Columbus;

b. For Phase II, a deed of trust lien on the real property contained within the first subphase in Phase II (which subphase shall consist of at least 200 dwelling units) for the Phase II excess costs, which shall be subordinate and inferior only to any liens for the benefit of the lender or lenders providing financing for such subphase, which deed of

trust shall be in the form substantially similar to that attached hereto as Exhibit 8, or as otherwise agreed to by the City and Gaylord and Columbus;

- c. An irrevocable letter of credit for the benefit of the City by Bank One, Texas, National Association, or another bank reasonably acceptable to the City, in the maximum amount specified below, which may be drawn upon by the City in the event Gaylord and Columbus shall default in payment of the Reimbursement Obligations; or
- d. A lien on other collateral reasonably acceptable to the City.

The maximum amount secured by any lien or the amount of any letter of credit given to secure the Phase I Excess Costs (as defined in Subsection 2.a. above) or the Phase II Excess Costs (as defined in Subsection 2.b. above) shall be the maximum unpaid amount of such costs from time to time outstanding computed pursuant to the terms of this Agreement. The Reimbursement Collateral for the Phase I Excess Costs shall be delivered at the time of the first disbursement of funds by the City to pay the cost of Improvements in Phase I. The Reimbursement Collateral for the Phase I Excess Costs shall be released (or in the case of a letter of credit returned to Gaylord and Columbus) upon the earlier to occur of (i) satisfaction of the obligations of Gaylord and Columbus pursuant to Subsection 2.a. above, or (ii) the failure or refusal of the City to fund its obligation to pay for the cost of the Improvements for Phase I, except as a result of a default by Gaylord and Columbus pursuant to the Agreement. The Reimbursement Collateral for the Phase II Excess Costs shall be delivered at the time of the first disbursement of funds by the City to pay the cost of Improvements in Phase II. The Reimbursement Collateral for the Phase II Excess Costs shall be released (or in the case of a letter of credit returned to Gaylord and Columbus) upon the earlier to occur of (i) satisfaction of the obligations of Gaylord and Columbus pursuant to Subsection 2.b. above, or (ii) the failure or refusal of the City to fund its obligation to pay for the cost of the Improvements for Phase II, except as a result of a default by Gaylord and Columbus pursuant to the Agreement. Gaylord and Columbus shall have the right at any time to substitute one form of the Reimbursement Collateral for another or to substitute one letter of credit for another upon written notice to the City.

D. Remedies for Failure to Pay Reimbursement. In the event Gaylord and Columbus fail to reimburse the City in accordance with the terms of this Agreement, the City shall be entitled to exercise any of the following remedies:

1. The City shall have the right to foreclose the deed of trust lien or lien on other collateral, or draw upon the irrevocable letter of credit, as described in Subsection 8.C.5. above.
2. The City shall have the right to pursue any and all other legal or equitable remedies available to the City, including but not limited to the right to recover damages for breach of contract.

Section 9. Representations by Gaylord and Columbus. Gaylord and Columbus hereby represent and warrant that Gaylord and Columbus have, without the joinder of any other person or entity, the full right, power and authority to execute this Contract and to carry out the obligations of Gaylord and Columbus hereunder.

Section 10. Term. The term of this Agreement shall begin on the date first set forth above and, unless otherwise terminated in accordance with the provisions of this Agreement, shall end on the later of: (a) the date on which the total certificates of occupancy issued for dwelling units for Phase I and Phase II equal 1,500, or (b) the date on which the City shall have expended all of the funds for which it is obligated hereunder for the design, inspection, review and construction of the Public Infrastructure Improvements.

Section 11. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the substantial completion of the construction of any private improvements or any Public Infrastructure Improvements is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences directly related to the construction of the private improvements or the Public Infrastructure Improvements and not related or connected to the financing or funding of the development of the Property or any other financial aspect of such development; delays caused by the franchise utilities serving the Property; fire or other casualty; condemnation proceedings; or any like or similar circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal to the period such party was delayed.

Section 12. Texas Law to Apply; Venue. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Venue under this Agreement lies in Dallas County, Texas.

Section 13. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Gaylord and Columbus and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Gaylord and Columbus.

Section 14. Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

Section 15. Notices. Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed delivered three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

TO TOWN OF ADDISON:

P.O. Box 144
Addison, Texas 75001

Attn: City Manager

TO GAYLORD PROPERTIES, INC.:

10111 ~~SP~~
~~1011~~ N. Central Expressway
Dallas, Texas 75231

Attn: Glenn Stinchcomb

TO COLUMBUS REALTY TRUST:

15851 Dallas Parkway
Suite 855
Dallas, Texas 75248

Attn: Bryant Nail

Section 16. Incorporation of Recitals. The recitals set forth herein are intended, and are hereby deemed, to be a part of this Agreement.


Section 17. Recording. This Master Facilities Agreement shall not be recorded except with the express written consent of the City, Gaylord and Columbus.

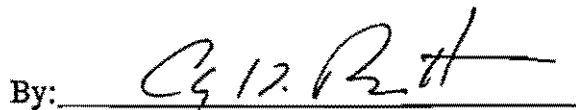
Section 18. Incorporation of Exhibits. Exhibits 1 - 8 attached hereto are hereby incorporated in this Agreement in full by this reference and are deemed to be a part of this Agreement as fully as if set forth in the body hereof.

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

GAYLORD PROPERTIES, INC.

By: 
Ron Whitehead, City Manager

By: 

ATTEST:

COLUMBUS REALTY TRUST

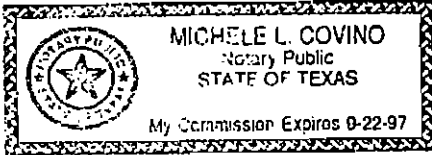
By: 
Carmen Moran, City Secretary

By: 

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

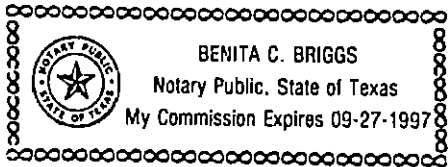
This instrument was acknowledged before me on SEPTEMBER 29, 1995 by Ron Whitehead, City Manager of the Town of Addison, Texas, a Texas municipal corporation, on behalf of the said municipal corporation.



Michele L. Covino
NOTARY PUBLIC, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

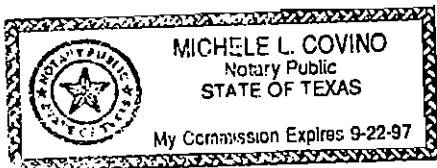
This instrument was acknowledged before me on September 21, 1995 by Clayton J. Bennett, Vice President of Gaylord Properties, Inc., a Texas corporation, on behalf of the said corporation.



Benita C. Briggs
NOTARY PUBLIC, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on SEPTEMBER 29, 1995 by BRYANT NAIL, VICE PRESIDENT DEV. of Columbus Realty Trust, a Texas real estate investment trust, on behalf of the said real estate investment trust.



Michele L. Covino
NOTARY PUBLIC, State of Texas

CHAPTER XX
PROCUREMENT OF PROFESSIONAL SERVICES

SECTION 1. DEFINITION OF PROFESSIONAL SERVICES

Professional Services are those services performed by an individual or group of individuals where education, degrees, certification, license and/or registration is required for qualification to perform the service. The service is usually based on intellectual qualification as opposed to craftsmanship.

Certain Professions are specifically named in the Professional Services Procurement Act (Article 664-4, Vernon's Texas Civil Statutes).

SECTION 2. PROFESSIONAL SERVICES PROCUREMENT ACT (VTCS Article 664-4)

- A. This act states that contracts for the procurement of defined professional services may not be awarded on the basis of bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by state law.
- B. Professional services are defined as those performed by a certified public accountant, licensed architect, physician, optometrist, surgeon, registered surveyor, engineer or any group or association thereof.

SECTION 3. PROCUREMENT OF ARCHITECTURAL - ENGINEERING SERVICES (VTCS Article 644-4)

- A. When procuring architectural or engineering services, the entity shall use a two-step selection process. First, the entity shall select an individual or firm capable of performing the service, on the basis of demonstrated competence and qualifications. The entity shall then enter into negotiations on a contract at a fair and reasonable price.
- B. If the entity is unable to negotiate a satisfactory contract with the most highly qualified individual or firm, it shall formally end negotiations with that person or firm, and then proceed to the next most highly qualified and repeat the process. Negotiations are carried on in this sequence until a contract is made.
- C. If any agreement or contract is entered into with one of the above mentioned professionals on the basis of a competitive bid, it is contrary to public policy and is void.

SECTION 4. PROCUREMENT OF ARCHITECTURAL OR ENGINEERING SERVICES - FEES ESTIMATED TO BE UNDER \$15,000 PER YEAR.

The Town's staff shall solicit proposals from qualified professionals and the director of the using department will select an individual or firm capable of performing the service, on the basis of demonstrated competence and qualifications. The department director will enter negotiations with the selected individual or firm and follow the procedures established by the ACT, above.

SECTION 5. PROCUREMENT OF ARCHITECTURAL OR ENGINEERING SERVICES - FEES ESTIMATED TO BE \$15,000, OR MORE, PER YEAR.

- A. An advertisement shall be placed with a newspaper, normally used for legal advertising,

**CHAPTER XX
PROCUREMENT OF PROFESSIONAL SERVICES (cont'd)**

soliciting Statements of Qualifications from all qualified professionals interested in providing the needed services. The advertisement shall be run in one edition of the selected newspaper, at least one week prior to the date Statements of Qualifications are due.

- B. The Request for Qualifications (RFQ) shall contain sufficient information to inform potential architects and/or engineers as to the type of project, scope of services to be performed, and the selection criteria to be used. The RFQ will give the relative importance, or weighting, assigned to each of the criteria to be used in the selection process. The following criteria shall be used, but the RFQ is not necessarily limited to these criteria:
1. The firm's experience in successfully performing similar assignments, scope and size, for others.
 2. The firm's current staff, both size and related experience, is qualified to provide the desired services.
 3. Sufficient finances and other resources are available to accomplish the assignment, within the time to be allowed by the Town, and the firm will be able to provide continuing service.
 4. Previous clients, for similar projects, express satisfaction with the firm's work.
 5. The firm's response, as perceived by the Town's staff, is complete and of acceptable quality.
- C. An engineer or architect may be selected after the evaluation of Statements of Qualifications or it may be necessary to interview several of the firm's and further evaluate them on the basis of the interview or a presentation, narrowing the field until one firm is selected for negotiations.
- D. When negotiations are successfully concluded, a recommendation will be made to the City Council that a contract be awarded to the chosen firm. A tabulation showing all of the firms submitting Statements of Qualifications and each firm's score, by criterion, will be attached to the recommendation.

SECTION 6. PROCUREMENT OF PERSONAL AND PROFESSIONAL SERVICES, OTHER THAN THOSE EXEMPTED FROM COMPETITIVE PRICING

- A. Professional services, other than those named in the ACT, may be contracted through the use of Request for Proposals (RFP) and selection should be made on the basis of criteria similar to those for Engineers and Architects; however, cost should be an additional criteria, in addition to those criteria used for Engineers and Architects.
- B. Services with fees under \$15,000 per year may be solicited, evaluated, and awarded by the Town's staff and the using department's director, similar to the selection process for Engineers and Architects.

**CHAPTER XX
PROCUREMENT OF PROFESSIONAL SERVICES (cont'd)**

- C. Services with fees of \$15,000 or more shall be advertised in two editions of the newspaper, one week apart, the last advertisement to run at least one week prior to the due date for RFP's.

The selection process will be similar to that used for Engineers and Architects, and after negotiations are successfully concluded the City Council shall be asked to award a contract.

- D. Below are some of the services held to be professional services in Texas cases or Attorney General Opinions, according to the LBJ School of Public Affairs, Advance Public Purchasing course:

Abstracters, Appraisers, Artists, Attorneys, Auditors, Construction Manager Consultants, Coordinators of Criminal Investigation, Financial Services Advisors, Fiscal Agents, Law Enforcement Consultants, Map Makers, Models, Plat Book Preparers, Private Consultants, Property Tax Consultants, Scientists, Supervisors of Public Construction Projects, Teachers, and Third Party Administrators.

LAND DESCRIPTION
TRACT I

COPY

BEING a tract of land situated in the G. W. Fisher Survey, Abstract No. 482, in the City of Addison, Dallas County, Texas, and being all of Lots 11, 12, and 13, of Block B, and Lots 5, 6, of 7 of Block D, and a portion of Lot 8 of Block D, in Julian's Addition, an addition to the City of Addison, as recorded in Volume 1, Page 528 of the Map Records of Dallas County, Texas, also being a portion of Clara Street as abandoned by the Town of Addison as evidenced by instrument recorded in Volume 91118, Page 1571 of the Deed Records of Dallas County, Texas, and being part of a tract of land standing in the name of Opubco Properties, Inc. as evidenced by instrument recorded in Volume 84151, Page 3619 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the intersection of the north right-of-way line of the St. Louis and Southwestern Railroad, a 100 foot wide right-of-way, with the east line of a 20 foot alley in Block B of said addition;

THENCE North 00 degrees 01 minute 39 seconds East along the east line of said 20 foot alley a distance of 739.37 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the south right-of-way line of Mildred Street as established by instrument to the Town of Addison, Texas as recorded in Volume 91118, Page 1567 of the Deed Records of Dallas County, Texas;

THENCE South 89 degrees 49 minutes 12 seconds East along the south right-of-way line of Mildred Street a distance of 209.14 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of a curve to the right having a radius of 776.03 feet;

THENCE continuing along said south right-of-way line and along said curve to the right through a central angle of 07 degrees 00 minutes 45 seconds, an arc distance of 94.98 feet, being subtended by a chord which bears South 86 degrees 18 minutes 50 seconds East, and is 94.92 feet in length to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE South 82 degrees 48 minutes 27 seconds East continuing along said south right-of-way line a distance of 155.79 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the west right-of-way line of Quorum Drive as established by instrument to the Town of Addison, Texas as recorded in Volume 82093, Page 1073 of the Deed Records of Dallas County, Texas;

THENCE South 07 degrees 00 minutes 23 seconds West along the said west right-of-way line of Quorum Drive a distance of 226.99 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of a curve to the left having a radius of 1472.39 feet;

THENCE continuing along said west right-of-way line and along said curve to the left through a central angle of 06 degrees 52 minutes 23 seconds, an arc distance of 176.62 feet, being subtended by a chord which bears South 03 degrees 34 minutes 11 seconds West, and is 176.52 feet in length to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE South 00 degrees 08 minutes 00 seconds West continuing along said west right-of-way line a distance of 131.28 feet to a 1/2 inch iron rod found in the north right-of-way line of said St. Louis and Southwestern Railroad;

THENCE South 66 degrees 45 minutes 00 seconds West along north right-of-way line of said St. Louis and Southwestern Railroad a distance of 456.90 feet to the POINT OF BEGINNING and CONTAINING 6.358 acres of land more or less.

1971298

**LAND DESCRIPTION
TRACT 2**

BEING a tract of land situated in the G. W. Fisher Survey, Abstract No. 482, in the City of Addison, Dallas County, Texas, and being all of Lot 3 of Block F, and a portion of Lot 2 of Block F, in Julian's Addition, an addition to the City of Addison, as recorded in Volume 1, Page 538 of the Map Records of Dallas County, Texas, and being part of three tracts of land standing in the name of Opubco Properties, Inc. as evidenced by instruments recorded in Volume 84151, Page 3619, Volume 82020, Page 0684, and Volume 82020, Page 0688 all of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set with "Huitt-Zollars" cap at the intersection of the east line of a 20 foot alley in Block F of said addition with the north right-of-way line of Mildred Street as established by instrument to the Town of Addison, Texas as recorded in Volume 91118, Page 1567 of the Deed Records of Dallas County, Texas, said point also being in a platted east line of Addison Conference Center - Addison Centre Theater plat as recorded in Volume 90241, Page 2807 of the Deed Records of Dallas County, Texas;

THENCE North 00 degrees 01 minute 39 seconds East along the east line of said 20 foot alley and the east line of said Addison Conference Center plat a distance of 183.48 feet to a one-inch iron rod found at the most southerly northeast corner of said Addison Conference Center plat;

THENCE South 89 degrees 57 minutes 01 seconds West along a north line of said Addison Conference Center plat a distance of 80.89 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE North 00 degrees 06 minutes 05 seconds West along an east line of said plat a distance of 202.59 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the most northerly northeast corner said plat;

THENCE South 89 degrees 53 minutes 55 seconds West along the north line of said plat a distance of 234.57 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the west line of said Opubco Properties, Inc. as recorded in Volume 82020, Page 0688;

THENCE North 00 degrees 12 minutes 25 seconds East along the west line of said Opubco tract a distance of 850.70 feet to a P.K. nail set in concrete base of fence post at the northwest corner of said Opubco tract;

THENCE South 89 degrees 05 minutes 45 seconds East along the last mentioned Opubco tract and the north line of said Opubco tract as recorded in Volume 82020, Page 0684 a distance of 360.14 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the west right-of-way line of Quorum Drive as established by instrument to the Town of Addison, Texas as recorded in Volume 82093, Page 1073 of the Deed Records of Dallas County, Texas;

THENCE South 00 minutes 55 seconds 13 seconds West along the west right-of-way line of Quorum Drive a distance of 1089.96 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of a curve to the right having a radius of 1392.39 feet;

THENCE continuing along said west right-of-way line and along said curve to the right through a central angle of 06 degrees 05 minutes 10 seconds, an arc distance of 147.90 feet, being subtended by a chord which bears South 03 degrees 57 minutes 48 seconds West, and is 147.83 feet in length to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE South 07 degrees 00 minutes 23 seconds West continuing along the west right-of-way line of Quorum Drive a distance of 12.27 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the said north right-of-way line of Mildred Street;

THENCE North 82 degrees 48 minutes 27 seconds West along the North right-of-way line of Mildred Street a distance of 155.53 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of a curve to the left having a radius of 856.03 feet;

THENCE continuing along said north right-of-way line and along said curve to the left through a central angle of 17 degrees 00 minutes 45 seconds, an arc distance of 104.77 feet, being subtended by a chord which bears North 86 degrees 38 minutes 50 seconds West, and is 104.71 feet in length to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE North 89 degree 49 minutes 12 seconds West continuing along the north right-of-way line of Mildred Street a distance of 209.35 feet to the POINT OF BEGINNING and CONTAINING 21.255 acres of land more or less.

**LAND DESCRIPTION
TRACT 3**

BEING a tract of land situated in the G. W. Fisher Survey, Abstract No. 482, in the City of Addison, Dallas County, Texas, and being part of two tracts of land standing in the name of Opubco Properties, Inc. as evidenced by instruments recorded in Volume 84151, Page 3619, and Volume 82020, Page 0684 all of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set with "Huitt-Zollars" cap at the intersection of the north right-of-way line of the St. Louis and Southwestern Railroad, a 100 foot wide right-of-way, with east right-of-way line of Quorum Drive as established by instrument to the Town of Addison, Texas as recorded in Volume 82093, Page 1077 of the Deed Records of Dallas County, Texas;

THENCE North 00 minutes 08 seconds 00 seconds East along the east right-of-way line of Quorum Drive a distance of 96.69 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of a curve to the right having a radius of 1392.39 feet;

THENCE continuing along said east right-of-way line of Quorum Drive and along said curve to the right through a central angle of 06 degrees 52 minutes 23 seconds, an arc distance of 167.03 feet, being subtended by a chord which bears North 03 degrees 34 minutes 12 seconds East, and is 166.93 feet in length to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE North 07 degrees 00 minutes 23 seconds East continuing along the east right-of-way line of Quorum Drive a distance of 319.26 to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of a curve to the left having a radius of 1472.39 feet;

THENCE continuing along said east right-of-way line of Quorum Drive and along said curve to the left through a central angle of 06 degrees 05 minutes 10 seconds, an arc distance of 156.40 feet, being subtended by a chord which bears North 03 degrees 57 minutes 48 seconds East, and is 156.33 feet in length to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE North 00 degrees 55 minutes 13 seconds East continuing along the east right-of-way line of Quorum Drive a distance of 1089.99 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the north line of said Opubco tract as recorded in Volume 82020, Page 0684;

THENCE South 89 degrees 05 minutes 45 seconds East along the north line of said Opubco tract a distance of 543.53 feet to a 18" hackberry tree, from which a 1/2 inch iron rod set with "random" cap bears North 89 degrees 05 minutes 45 seconds West a distance of 2.00 feet;

THENCE South 00 degrees 55 minutes 13 seconds West a distance of 1561.42 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the north right-of-way line of said St. Louis and Southwestern Railroad to a point for a corner;

THENCE South 66 degrees 45 minutes 00 seconds West along the north line of said St. Louis and Southwestern Railroad a distance of 648.95 feet to the POINT OF BEGINNING and CONTAINING 21.477 acres of land more or less.

COPY

ADDISON URBAN CENTER
COST PROJECTIONS OF
INFRASTRUCTURE IMPROVEMENTS

06/22/95

PHASE I

ITEM	BASE COST	EXCESS COST	TOTAL COST
Quorum Drive (1650 L.F.)	\$464,000	\$464,000	\$928,000
Mildred West of Quorum (3611 L.F.)	\$140,000	\$140,000	\$280,000
Quorum Rotary Open Space (0.58 Ac)	\$468,000	\$468,000	\$936,000
Bosque Park (0.96 Ac)	\$0	\$535,000	\$535,000
Street R - 3 (425 L.F.)	\$0	\$445,000	\$445,000
Street R - 4 (575 L.F.)	\$0	\$596,000	\$596,000
Street M - 1 (680 L.F.)	\$0	\$780,000	\$780,000
TOTALS	\$1,072,000	\$3,428,000	\$4,500,000

PHASE II

ITEM	BASE COST	EXCESS COST	TOTAL COST
Quorum Drive (2075 L.F.) (1/2 of street)	\$260,000	\$260,000	\$520,000
Mildred East of Quorum (419 L.F.) (West of Spectrum)	\$159,000	\$159,000	\$318,000
Spectrum (1275L.F.)	\$182,000	\$182,000	\$364,000
East Mildred Open Space (1.13 Ac)	\$305,000	\$305,000	\$610,000
Quorum North Park (0.69 Ac)	\$0	\$295,000	\$295,000
Mews Park (1.43 Ac)	\$0	\$675,000	\$675,000
R - 2 (525 L.F.)	\$0	\$270,000	\$270,000
R - 3 (400 L.F.)	\$0	\$205,000	\$205,000
R - 4 (630 L.F.)	\$0	\$322,000	\$322,000
R - 5 (325 L.F.)	\$0	\$166,000	\$166,000
M - 2 (1275 L.F.)	\$0	\$624,000	\$624,000
Mildred east of Spectrum (590 L.F.)	\$0	\$131,000	\$131,000
TOTALS	\$906,000	\$3,594,000	\$4,500,000

Note: The above cost projections include costs for private utilities, engineering, special plan review, independent inspection and construction costs associated with Phases I and II of the Urban Center.

06/22/95

SCHEDULE FOR PARKS AND
OPEN SPACE IMPROVEMENTS
ADDISON URBAN DISTRICT
-JUNE 21, 1995

		MINIMUM ALLOWANCE	MAXIMUM ALLOWANCE
1.)	Quorum Rotary (0.58 Ac)	870,000	1,000,000
2.)	Bosque Park (0.96 Ac)	500,000	570,000
SUBTOTAL PHASE I		1,370,000	1,570,000
3.)	Quorum North Park (0.69 Ac)	290,000	300,000
4.)	East Mildred Open Space (1.13 Ac)	580,000	640,000
5.)	Mews Park (1.43 Ac)	650,000	700,000
SUBTOTAL PHASE II		1,520,000	1,640,000
TOTAL		2,890,000	3,210,000

Estimates include all costs associated with bid document preparation, construction, inspection, utility service, etc. necessary to complete the parks.

Example 1. Default during Phase I.

Council approves Development Plan for 500 dwelling units; Gaylord and Columbus default after certificates of occupancy have been issued for 250 units.

Excess costs = \$3.428 million.

Gaylord and Columbus liability = \$3.428 million, reduced by $250/1,500 \times \$3.428$ million (12.5% reduction), = \$2.999 million.

Example 2. Default during Phase II (less than 1,000 dwelling units have received certificate of occupancy approval).

Gaylord and Columbus constructs 500 dwelling units in phase I, defaults after certificates of occupancy have been issued for 400 dwelling units in Phase II.

Cumulative excess costs for Phase II = \$1 million

Gaylord and Columbus liability = \$1 million, reduced by $(500 + 400)/1,500 \times \1 million (60% reduction), = \$400,000.

Example 3. Default during Phase II (at least 1,000 dwelling units have received certificate of occupancy approval).

Gaylord and Columbus constructs 1000 dwelling units in Phases I and II, defaults after certificates of occupancy have been issued for 100 of 200 dwelling units approved in the Development Plan for the next sub-phase of Phase II.

Excess costs for the sub-phase = \$500,000.

Gaylord and Columbus liability = \$500,000, reduced by $100/200 \times \$500,000$ (50% reduction) = \$250,000.

COPY

URBAN CENTER - PUBLIC LANDSCAPE MAINTENANCE SCHEDULE

LANDSCAPE MAINTENANCE

The following minimum standards of landscape maintenance shall be employed:

PART 1 - GENERAL

1.1 SCOPE:

- A. Complete exterior landscape maintenance as specified and shown on all development plans for the Urban Center District.
- B. Keep all landscaped areas in a healthy and neat condition. Refer to Part 4 Schedules herein.
- C. Include watering, fertilization, pruning, spraying, overseeding, weeding, herbicide applications, bed cultivation, edging, and litter removal in landscape areas.
- D. Coordinate maintenance schedule to assure a minimum amount of inconvenience to facility operators.

1.2 DAMAGE:

City is responsible for repairing any damage that results from the maintenance operation.

PART 2 - PRODUCTS

2.1 COMMERCIAL FERTILIZER:

- A. Shade Trees, Groundcovers, and Non-Flowering Shrubs: 15-5-10 element percentage (3 1/2 ratio) with a minimum 8% sulphur and 4% iron plus trace elements. Nitrogen source to be at least 50% slow release Ureaformaldehyde (UF) or Sulfur Coated Area (SCU).
- B. Flowering Trees, Flowering Shrubs, Perennials, and Annuals: 10-20-10 element percentage (1-2-1 ratio) with trace elements plus minimum 8% sulfur and 4% iron.
- C. Azaleas: Car Pool Acid Azalea and Camellia fertilizer, 5-20-8 analysis plus trace elements.

2.2 HERBICIDES:

A. Shrub and Groundcover Beds:

1. Pre-emergent: Dacthal granules.

2.3 PESTICIDES:

- A. Spray as required for safe control of the particular insect or disease that may infest the plantings.
- B. Complete sprayings with a licensed applicator.

2.4 BED MULCH:

- A. Shredded Pine Bark mini-nuggets to match existing.

PART 3 - EXECUTION

3.1 WATERING:

- A. Check operation of the automatic irrigation system and adjust timing as required.
- B. Take into consideration specific site conditions and compensate system's timing for areas in shade, sloping areas, and weather conditions.
- C. Program the controller so plant and lawn areas receive an inch to an inch and one-half of water per week. Refer to manufacturer for precipitation rates of the sprinkler heads.
- D. Visually check the system weekly during the summer months and monthly December through March.
- E. Promptly repair any damages to system and remedy operation problems.

3.2 FERTILIZING:

- A. General: Refer to Part Schedules for fertilizer application intervals. Water thoroughly after each application.
- B. Shade Trees: Fertilize annually at the rate of 1.5 lb. per inch of tree caliper by uniformly broadcasting fertilizer around the drip line of the tree. Use 3 1/2 ratio.

- O. Spring Flowering Trees, Shrubs, Annuals and Perennials. In beds, uniformly spread fertilizer at the rate of 3 lbs. per 100 sq. ft. For trees, broadcast around the drip line at the rate of 1 lb. per inch of tree caliper.

3.3 PRUNING:

- A. Trees: Complete this work with experienced tree pruning personnel only. In general, thin out and remove any dead wood and shape to maintain symmetry. DO NOT SHEAR OR TOP TREES.
- B. Spring Flowering Trees and Shrubs: Complete pruning as noted above after blooming period.
- C. Evergreen Shrubs: Prune selectively as their growth warrants to remain in bounds and to eventually form a solid mass. Remove any dead woods as needed. DO NOT SHEAR.
- D. Groundcover: During growing season, shear to remain in bounds. Complete major pruning in early spring. Shear Liriope and Asian Jasmine to a height of 6: in early spring.
- E. Perennials: Cut off and dispose of dead top growth after first frost. Remove blooms as they fade throughout the season.

3.4 PEST CONTROL:

- A. Provide complete pesticide control as the need may occur. Carefully inspect lawn and plantings weekly and complete any needed control in a timely manner.
- B. Carefully follow label instructions and complete spraying with licensed personnel only.

3.5 WEED CONTROL:

- A. Apply herbicides by a licensed operator as outlined in Part 4, Schedules. Carefully follow label instructions. Replace any damaged plant materials at no cost to the Owner.

3.6 WEEDING/CULTIVATING:

- A. Remove weeds and foreign grasses from bed areas weekly. Lightly cultivate beds once every two weeks during growing season.

Discontinue groundcover bed cultivation once groundcovers/shrubs have covered.

3.7 CLEAN UP/LITTER REMOVAL:

- A. Clean up and haul off all debris resulting from the maintenance operation plus any debris which may have accumulated in the plant beds.

3.8 BED MULCH:

- A. Add mulch material to shrub and groundcover beds as needed to maintain two inch layer of mulch over the planting area.
- B. Discontinue mulching when plants cover ground surfaces.

3.9 ANNUAL FLOWERS:

- A. Plant annuals as scheduled in Part 4.
- B. Coordinate color and type with Developer.
- C. Cultivate beds with 1 inch peat moss, thoroughly mixed, prior to each change-out.
- D. Fertilize as noted herein.

END OF SECTION

PART 4 - SCHEDULES

4.1 MAINTENANCE SCHEDULE

TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
FERTILIZE												
Shade Trees				●								
Spring Flowering Trees & Shrubs				(3-1-2 RATIO) ●-----● AFTER BLOOM						● (1-2-1 RATIO)		
Tree Crapemyrtle					● (1-2-1 RATIO)							
Shrubs/Groundcover			(3-1-2 RATIO) ●				(3-1-2 RATIO) ●					
Annuals				● (1-2-1 RATIO)					(1-2-1 RATIO) ●			
Perennials				● (1-2-1 RATIO)				●				
HERBICIDES												
Post Emergent			●-----●									
Shrubs/Groundcover		●		●		●		●				
PESTICIDES	●		●-----● (AS REQUIRED)									●
PRUNING												
Shade Trees		●										
Spring Flowering Trees & Shrubs				(AFTER BLOOM) ●-----●								
Evergreen Shrubs/Groundcover	●		(AS REQUIRED) ●-----●									●
Tree Crapemyrtle		●				(REMOVE BUCKER GROWTH) ●-----●					●	
CLEAN-UP/LITTER REMOVAL	●		●-----●									
IRRIGATION CHECK	●	●	●	(WEEKLY) ●-----●								●
FLOWER PLANTING				●					(BEDDING PLANTS & BULBS)		●	

COPY

DEED OF TRUST TO SECURE PERFORMANCE

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, a _____, whose mailing address is _____, hereinafter called Grantor, for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto _____, Trustee, whose mailing address is _____, and his substitutes or successors, that certain tract or tracts of real property (the "Property") described in Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with the rights, privileges and appurtenances thereto belonging, unto the said Trustee and to his substitutes or successors forever. And Grantor named herein do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the Property unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof, arising by, through or under Grantor, but not otherwise, and subject to all easements and other restrictions of record as of the date hereof.

This conveyance, however, is made in TRUST for the following purposes:

WHEREAS, Gaylord Properties, Inc. ("Gaylord") and Columbus Realty Trust ("Columbus", Gaylord and Columbus being collectively referred to as "Obligors") and the Town of Addison, Texas ("Beneficiary") have heretofore entered into a certain Master Facilities Agreement (the "Development Agreement"), dated _____, 1995, wherein Beneficiary agreed to expend certain funds for the development of public infrastructure and improvements necessary for the development of the Property, and Obligors agree to reimburse the Beneficiary a portion of the funds expended by Beneficiary under certain conditions as set out in Section 8 of the Development Agreement (the "Reimbursement Obligations");

WHEREAS, the Property, which was owned previously by Gaylord, was contributed to Grantor to be developed by Grantor;

WHEREAS, Obligors are partners in Grantor;

EXHIBIT 8
TO THE MASTER FACILITIES AGREEMENT

WHEREAS, Grantor has agreed to execute this Deed of Trust in order to secure payment of the Reimbursement Obligations as required by the terms of the Development Agreement, and in order to induce Beneficiary to expend funds to develop public infrastructure and improvements to secure the Property.

In the event Obligors do and perform the Reimbursement Obligations and satisfy their obligations pursuant to Section 8 of the Development Agreement with respect to the Phase (as defined in the Development Agreement) in which the Property is located, then this conveyance shall become null and void and of no further force and effect, and shall be released by Beneficiary.

Grantor agrees that in the event of default in the payment of the Reimbursement Obligations or in the event of default by Grantor in the obligations or covenants contained in this Deed of Trust, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this Deed of Trust to Secure Performance, and after advertising the time, place and terms of the sale of the Property, then subject to the lien hereof, for at least twenty-one (21) days preceding the date of sale by posting written or printed notice thereof at the courthouse door of the county where the Property is situated, which notice may be posted by the Trustee acting, or by any person acting for him, and the Beneficiary has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each debtor obligated to pay the indebtedness secured by this Deed of Trust to Secure Performance according to the records of Beneficiary, by the deposit of such notice, enclosed in a postpaid wrapper, properly addressed to such debtor at debtor's most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service, the Trustee shall sell the Property, then subject to the lien hereof, at public auction in accordance with such notice at the courthouse door of the county where the Property is situated on the first Tuesday in any month between the hours of 10:00 A.M. and 4:00 P.M., to the highest bidder for cash, and make due conveyance to the purchaser or purchasers, with general warranty binding Grantor, their heirs and assigns; and out of the money arising from such sale the Trustee shall pay, first, all expenses of advertising the sale and making the conveyance, including a reasonable commission to himself and, second, to Beneficiary the full amount of the Reimbursement Obligations that is then owing to Beneficiary, rendering the balance of the sales price, if any, to the person or persons legally entitled thereto; and the recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantor, their heirs and assigns; said sale and deed to be made subject to the Superior Lien (hereinafter defined).

Notwithstanding the provisions of the immediately preceding paragraph, all notices provided for therein may be made in such manner as may be permitted or required by Section 51.002 of the Texas Property Code (as now written or hereafter amended or succeeded) relating to the sale of real estate and/or by Chapter 9 of the Texas Business and Commerce Code,

as amended, relating to the sale of collateral after default by a debtor, or by any other present or subsequent laws.

Beneficiary shall have the right to purchase at any sale of the Property, being the highest bidder and to have the amount for which such Property is sold credited on the total sums owed Beneficiary.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the full and final payment and satisfaction of the Reimbursement Obligations, and each substitute and successor trustee shall succeed to all of the rights and powers of the original Trustee named herein.

The term "Grantor" used in this instrument shall also include any and all successors in interest of Grantor to all or any part of the Property as well as any and all purchasers thereof at any sale made hereunder by the Trustee or Substitute Trustee, and the provisions of this Deed of Trust to Secure Performance shall be covenants running with the land.

If this Deed of Trust to Secure Performance is or becomes binding upon one person or upon a corporation, the plural reference to Grantor shall be held to include the singular and all of the agreements and covenants herein undertaken to be performed by and the rights conferred upon Grantor, shall be binding upon and inure to the benefit of not only Grantor respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

In the event any sale is made of the Property, or any portion thereof, under the terms of this Deed of Trust to Secure Performance, Grantor, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the Property so sold to the purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such purchaser, and in the event of their failure to surrender possession of said Property upon demand, the purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said Property in the Justice of the Peace Court in the Justice Precinct in which such Property, or any part thereof, is situated.

The lien of this Deed of Trust and all rights of Beneficiary hereunder are expressly subordinate and inferior to the lien described on Exhibit B hereto (the "Superior Lien"), and Beneficiary, by acceptance hereof, agrees to execute any document reasonably requested by the holder of the Superior Lien to evidence such subordination. Beneficiary, by acceptance hereof, further agrees, when requested by the holder of the Superior Lien, to give such holder notice of any default by Grantor or Obligors in accordance with the terms of the Development Agreement and to permit any such holder the option to cure such default in accordance with the terms of the Development Agreement.

EXECUTED the ____ day of _____, 1996.

By: _____

Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 1996, by _____ of _____, a Texas corporation, on behalf of said corporation.

Notary Public - State of Texas

My Commission Expires:

DA951910338
071295aln1
186.3012-3

COPY

STATE OF TEXAS §
§
COUNTY OF DALLAS §

MASTER FACILITIES AGREEMENT

THIS Master Facilities Agreement (hereinafter "Agreement") is entered into this 17th day of July, 1995, by and between the TOWN OF ADDISON, TEXAS, ("the City"), a municipality organized and existing pursuant to the laws of the State of Texas and municipal charter, and GAYLORD PROPERTIES, INC., a Texas corporation ("Gaylord"), and COLUMBUS REALTY TRUST, a Texas real estate investment trust ("Columbus").

RECITALS

WHEREAS, the City is authorized pursuant to the laws of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake any development on real property for the purpose of providing supporting public facilities and services; and

WHEREAS, Gaylord and Columbus hold interests in certain real property located in the City, which real property is described in Section 3 of this Agreement ("the Property"); and

WHEREAS, Gaylord and Columbus desire to develop the Property with a mix of uses that contain primarily multi-family residential uses; and

WHEREAS, the City amended its Comprehensive Plan to provide for an Urban Center & Special Events District in order to reflect the mixing of residential, retail, office and civic uses within an urban framework which is small in scale and compatible with adjacent developments as an appropriate and desired land use; and

WHEREAS, the City amended the text of its Comprehensive Zoning Ordinance to provide for an Urban Center ("UC") District, by way of Ordinance No. 095-019, adopted on May 3, 1995, in order to implement the policies of the Comprehensive Plan relating to the development of the Urban Center & Special Events District; and

WHEREAS, the UC District regulations set forth standards and procedures governing the establishment of land uses within the District; and

WHEREAS, amendment of the City's Zoning Map to an UC District requires simultaneous approval or conditional approval of a Concept Plan for development of land to be included within such District; and

WHEREAS, Gaylord and Columbus requested amendment of the Zoning Map for the Property from the Commercial ("C-1") District to the UC District based on submission of a Concept Plan depicting a development project, which zoning amendment and Concept Plan were approved on July 17, 1995, by Ordinance No. 095-019; and

WHEREAS, Ord. No. 095-019 incorporates certain conditions applicable to the approved Concept Plan for development of the Property and each phase of the development project therein defined; and

WHEREAS, the Concept Plan depicts that the development of the Property will occur in three phases, with multiple subphases in each phase; and

WHEREAS, the Concept Plan represents that the development of the Property will extend over a period of up to 12 years; and

WHEREAS, the development of the Property in accordance with the Concept Plan by Gaylord and Columbus will contribute important direct and indirect economic and social benefits to the City including, but not limited to, creation of a larger, urban-oriented residential population, additional jobs and increased property and sales tax revenues; and

WHEREAS, it is essential to the City's public health, safety and general welfare to assure that the development of the Property is supported by adequate levels of public facilities and services; and

WHEREAS, the City Council by Resolution R95-043 approved expenditure of public funds in the amount of \$9 million in order to participate in the costs of public improvements to serve the development project; and

WHEREAS, a schedule of public improvements to serve each phase and subphase of the development project, together with a schedule of costs for such improvements, has been prepared; and

WHEREAS, the City has adopted by Resolution No. R95044 a professional services procurement procedure, as authorized by and consistent with Tex. Gov't. Code section 2254 et seq.; and

WHEREAS, it is necessary to provide for allocation and expenditure of said authorized funds for public improvements in order to assure that public facilities and services are timely provided to support the development of the Property; and

WHEREAS, the City Council has adopted Resolution No. R95062 on July 17, 1995, 1995, approving this Agreement with Gaylord and Columbus and authorizing the City Manager to execute same by affixing his hand and the City Seal;

NOW, THEREFORE, for and in consideration of the above and foregoing premises, and other good and valuable consideration, the CITY, GAYLORD and COLUMBUS do hereby contract and agree as follows:

Section 1. Definitions. As used in this Master Facilities Agreement, the following terms shall have the meanings indicated below:

"Affiliate" means a corporate parent of either Gaylord or Columbus owning more than 50% of the shares of Gaylord or Columbus, a partnership or joint venture in which Gaylord or Columbus own an interest of more than 50%, or a subsidiary entity of Gaylord or Columbus in which Gaylord or Columbus own an interest of more than 50%.

"Concept Plan" means the Concept Plan for the Property, together with all conditions attached thereto, as approved by the City on July 17, 1995, 1995, and incorporated into Ord. No. 095032 in accordance with the UC District regulations, and as may be amended from time to time. A true and correct copy of Ord. No. 095032 is attached hereto as Exhibit 1 and incorporated herein for all purposes.

"Development Plan" means a final development plan approved for a phase or subphase of the project in accordance with UC District Regulations.

"Phase I" and "Phase II" mean the plans for development of those portions of the Property identified as Phase I and Phase II, respectively, in the Concept Plan.

"Professional Services Procurement Procedure" means the City's Professional Services Procurement Procedure, a true and correct copy of which is attached hereto as Exhibit 2 and incorporated herein for all purposes.

"Public Infrastructure Improvements" or "Improvements" means the public streets, alleys, easements and other public rights-of-way, water, sewer and drainage facilities, park facilities and all other proposed public facilities and improvements shown and described (together with their projected design, inspection and construction costs) in the Concept Plan and in Exhibit 4 attached hereto and incorporated herein for all purposes.

"Urban Center District Regulations" means the zoning district standards and procedures established by Ordinance No. 095-019 of the City.

Section 2. Purpose and Intent. The purposes of this Agreement are to encourage implementation of comprehensive plan policies relating to development within the Urban Center and Special Events District and to assure that such development is adequately supported by appropriate levels of public facilities and services.

Section 3. Property. The Property subject to this Agreement is that real property described in Exhibit 3, which is attached hereto and made a part of this Agreement as if fully set forth herein, to wit, all the land lying within the Residential Subdistrict of the UC District, as described in Ord. No. 095-032 and as depicted on the Concept Plan attached thereto.

Section 4. Rights and Obligations of Parties.

A. Benefits and Burdens. The burdens of this Agreement shall bind, and the benefits of this Agreement shall inure to, the parties to this Agreement and each of them and their successors in interest.

TRANSFER

B. Assignment.

1. Both Gaylord and Columbus shall have the right to transfer or assign their legal and equitable interest in the Property, in whole or in part, or any portion thereof, to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that an assignment or delegation to an Affiliate of Gaylord or Columbus shall not require the written approval of the City, and Gaylord or Columbus shall, upon the City's request, provide the City with written evidence establishing the relationship between Gaylord or Columbus and the Affiliate. Notwithstanding the foregoing, ~~not transfer, assignment or other conveyance by Gaylord and Columbus, or either of them, whether to an Affiliate or otherwise, shall relieve Gaylord or Columbus from its obligations pursuant to this Agreement except as authorized in writing by the City, and the obligations of Gaylord or Columbus under this Agreement may not be transferred or delegated without the written consent of the City, Gaylord and Columbus, except as provided above.~~

2. During the term of this Agreement, any assignee or transferee of the rights under this Agreement shall observe and perform all of the duties and obligations of Gaylord and Columbus as contained in this Agreement, or as it may be amended or revised, as such duties and obligations pertain to the portion of the Property transferred or assigned. Any transfer or assignment of this Agreement by Gaylord or Columbus shall be in writing and shall clearly provide that the assignee or transferee shall observe and perform all of the duties and obligations of Gaylord or Columbus, respectively, as contained herein.

3. Any and all successors and assignees of Gaylord or Columbus shall have all of the same rights, benefits, duties, obligations and liabilities of Gaylord or Columbus, respectively, under this Agreement.

Section 5. Public Infrastructure Improvements Schedule.

A. Schedule. Exhibit 4, which is attached hereto and which is made a part of this Agreement as if fully set forth herein, sets forth the nature of the public infrastructure improvements and their costs to be associated with each phase of the development project. The Schedule describes the estimated total costs for a particular Improvement for purposes of Section 7 of this Agreement, and further defines excess and base costs for purposes of Section 8 of this Agreement.

B. ~~Dedication of Rights-of-Way.~~ Dedication of all rights-of-way required for a public infrastructure improvement associated with a Phase of the development of the Property shall be made in accordance with conditions established in the Concept Plan or as required by the approved Development Plan.

Section 6. Procurement, Design and Construction Management. Procurement of services, project design and construction management for the Public Infrastructure Improvements for each phase or subphase of the development of the Property shall be in accordance with the following provisions:

ROW

A. Design.

1. Except as provided by Paragraph D of this Section 6, Gaylord and Columbus shall, in accordance with the Professional Services Procurement Procedure and the Texas Professional Services Procurement Act, prepare and solicit requests for proposals for all professional design services, including engineering, architecture and surveying, select the most highly qualified provider of services on the basis of demonstrated competence and qualifications, and then attempt to negotiate with that provider a contract at a fair and reasonable price.

2. Following selection of a professional services provider and price negotiation, Gaylord and Columbus shall submit the name and qualifications of the proposed provider of services and the negotiated price, together with all other relevant information (including the request for proposals, proposals submitted by all other providers, and the proposed contract for the professional services) to the City Council for review. The City Council shall evaluate the information submitted and vote to approve or disapprove of the proposed provider of services at the negotiated price. In the event the Council disapproves the same, Gaylord and Columbus shall continue to follow the procedure set forth in the City's Professional Services Procurement Procedure and other relevant law until the City Council approves of the provider of services and the negotiated price.

3. In preparing the request for proposals and the contract for professional services, Gaylord and Columbus shall consult with the City Engineer, City Attorney and other appropriate City Staff.

4. Following approval of a provider of professional services by the City Council, Gaylord and Columbus shall enter into a contract with the provider in accordance with the Council's approval.

5. The City shall pay Gaylord and Columbus the fees for professional services incurred by Gaylord and Columbus in the contract for professional services; provided, however, that the City shall not be obligated to pay such fees to Gaylord and Columbus until such time that: (i) the City has received from Gaylord and Columbus a detailed statement or invoice of the professional services provided, (ii) the final Development Plan for the applicable phase or subphase of the Property has been finally approved, and (iii) a building permit for the applicable phase or subphase of the Property has been issued by the City. Upon the receipt of the said invoice or statement and provided that the other conditions set forth in this Subsection 6.A.5 have been fulfilled, the City shall pay Gaylord and Columbus the amount of the invoice or statement within thirty (30) days of the receipt of the invoice or statement.

B. Construction.

1. Except as provided by Paragraph D of this Section 6, engineering, architectural, construction and other design plans and specifications for the Improvements shall be submitted to the City Engineer for review and approval. The City shall thereafter solicit bids to construct the proposed Improvements in accordance with the competitive bid process required by law. Following the opening of the bids received, the City Engineer shall notify Gaylord and

Columbus of such bids and the City Staff's proposal to the City Council regarding the award of the bid. The City Council shall thereafter award the bid.

2. In conjunction and simultaneous with the construction of the Improvements, Gaylord and Columbus will be constructing certain private improvements upon that portion of the Property included within the applicable phase or subphase. Therefore, upon the award and execution of the construction contract between the City and the contractor and in order to coordinate the construction of the public and private facilities, the City shall assign all of its rights, powers, duties and obligations under the construction contract to Gaylord and Columbus. Gaylord and Columbus shall thereafter act and serve as the owner and construction manager under such construction contract for all purposes, including inspection, material testing, staking, supervision and coordination of all construction work, in accordance with the following:

(a) Gaylord and Columbus shall use their best efforts to insure that all Improvements are completed in a timely manner in accordance with the construction contract documents, plans and specifications. Gaylord and Columbus shall thoroughly inspect the work of the contractor to guard the City against defects and deficiencies in the Improvements without assuming responsibility for the means and methods used by the contractor.

(b) Except as provided in Subparagraph (c) of this Section 6.B.2., Gaylord and Columbus shall fully and completely pay or settle, by litigation or otherwise, any claims of the construction contractor arising out of the performance of the construction contract without involving the City.

(1) Any construction contract for the construction of the Public Infrastructure Improvements shall specify that the contractor shall look solely to Gaylord and Columbus concerning any claim under the contract. In accordance therewith:

(i) For each such construction contract Gaylord and Columbus shall acquire and maintain, during any period for which a phase or subphase of the development of the Property is under construction, comprehensive general liability insurance in the amount of the construction contract or \$1,000,000, whichever is greater. Such insurance shall cover any and all claims which might arise out of the construction contract, whether by the contractor, a subcontractor, materialman or otherwise. All such insurance shall: (a) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, and (b) name the City as an additional insured. Certified copies of all of such policies shall be delivered to the City upon the execution of a construction contract; provided, however, that the City, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance together with the declaration page of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

(ii) Gaylord and Columbus shall also indemnify the City, its officers and employees against, and hold the City, its officers and employees harmless from, at Gaylord's and Columbus' cost, any and all actions, causes of action, lawsuits, judgments, claims, damages,

costs or fees, including reasonable attorney's fees (including claims for contractual damages, or claims for injury to person or property or death of any person) resulting from or based on, in whole or in part, any act or omission of Gaylord and Columbus under a construction or professional services contract entered into in the development of the Property during construction of the Improvements and until the City's Engineer accepts the Improvements as finally complete. The provisions of this Subparagraph (b)(1)(ii) shall survive the termination of this Agreement.

(c) In the event that claims from a contractor under a construction contract result from the wrongful failure by the City to make construction payments in accordance with the terms of this Agreement, Gaylord and Columbus may seek reimbursement in accordance with this Subparagraph (c). In the event Gaylord and Columbus intend to seek reimbursement from the City for the expense incurred by Gaylord and Columbus in resolving any claim caused directly by the City's wrongful failure to make such construction payments, Gaylord and Columbus shall notify the City in writing of the claim and any proposed settlement or resolution. The City reserves the right upon such notice, and at the City's sole election, to make an audit of all books, records, accounts and other data of the construction contractor relating to the claim and overall performance of the construction contract before approving payment of such claim. The construction contract shall provide for the City's right to audit such claims.

(d) Gaylord and Columbus shall review all invoices or pay estimates received from the contractor and forward the same to the City for payment with such supporting documentation as the City may require. All payments for work performed under the construction contract shall be made by the City to Gaylord and Columbus for forwarding to the construction contractor. The City shall not make a payment under any such invoice or pay estimate unless Gaylord and Columbus have provided to the City a certification regarding the invoice or pay estimate and Gaylord and Columbus have reviewed and approved the same. Gaylord's and Columbus' certification shall be by affidavit sworn to by the appropriate official of Gaylord and Columbus authorized to submit the same, and shall certify that the estimate of work completed for the relevant period is true and correct to the best of Gaylord's and Columbus' information and belief, has been measured and verified in accordance with the construction contract documents, and that all construction contract preconditions to payment have been met. Copies of all material testing results shall be furnished with the certification.

3. All change orders shall be processed and approved in accordance with the City's procedure for the review and approval thereof.

4. The construction contract shall require, among other things, that the contractor provide performance and payment bonds in a form acceptable to the City. The performance and payment bonds shall name the City and Gaylord and Columbus as joint obligees.

5. All Public Infrastructure Improvements shall become the sole property of the City upon completion of the work and acceptance of the work by the City. Upon final completion of the Improvements and acceptance thereof by the City in accordance with the construction contract for the Improvements for each phase or subphase, the City shall take the Public Infrastructure Improvements free from any liens or encumbrances thereon except for any private utility easements and any rights reserved regarding public parking.

6. In accordance with the City's Subdivision Ordinance, Ordinance No. 261, as amended, Gaylord and Columbus shall construct, place or locate all electric utility lines and wires, terminals and other facilities and equipment underground. Within the public streets and rights-of-way, to the extent that Gaylord and Columbus may be liable for the difference between the cost of constructing such electrical utility facilities overhead and placing the same underground, such cost shall be eligible for reimbursement in accordance with Section 7 of this Agreement.

C. Inspection. Notwithstanding the foregoing, the City reserves the right to inspect, test, measure or verify the construction work on the Improvements as the City deems necessary. Final payment to the construction contractor shall not be made until all Improvements have been finally completed (as verified by Gaylord and Columbus and the City) in accordance with the construction contract, plans and specifications and have been accepted by the City.

D. Park Improvements. In Phase I, the City shall contract for the design and construction of the rotary park/open space ("O-__") depicted on the Concept Plan. In Phase II, the City shall contract for the design and construction of Mildred East Park (center island) ("O-___") depicted on the Concept Plan. In the selection of a professional to design the rotary/park and Mildred East Park and the contractor to construct the same, a committee shall be formed by the City and Gaylord and Columbus to evaluate the candidates and to recommend a design professional and contractor to the City Council. The committee shall consist of seven members, four of which shall be City representatives and three of which shall be Gaylord and Columbus representatives. Each member of the committee shall be entitled to vote on the recommendation to the City Council. The City Council shall select the design professional and the construction contractor.

E. Landscape Maintenance. The City shall maintain all landscaping and streetscaping in the public right-of-way according to the specifications and standards set forth in each approved Development Plan, and as provided in the Urban Center Public Landscape Maintenance Schedule attached to this Agreement as Exhibit 7. The terms of this Subsection 6.E. shall survive the termination of this Agreement.

Section 7. Allocation of Funds, Payment and Participation by Gaylord and Columbus in Excess Costs.

A. Allocation by Phase and Payment. Funds for the design and construction of the Public Infrastructure Improvements shall be allocated in the maximum amount of \$4,500,000 for Phase I and \$4,500,000 for Phase II. If the actual costs of the Public Infrastructure Improvements for either Phase I or Phase II are less than the \$4,500,000 allocated for the respective Phase, the funds remaining for that Phase shall be reallocated to pay for or to reimburse actual costs of Improvements for the other Phase. Payment shall be made by the City in accordance with the procedures set forth in Section 6 of this Agreement, not to exceed the maximum allocation per Phase except as provided herein.

B. Allocation by Subphase. If any Phase of the project is to be developed in subphases, payment by the City for any subphase shall not exceed the costs projected in the

Schedule for Public Infrastructure Improvements set forth in Exhibit 4 associated with such subphase, except by amounts by which actual costs for Public Infrastructure Improvements associated with contracts awarded for prior subphases are less than the total costs projected for such prior subphases set forth in Exhibit 4.

C. Participation in Costs by Gaylord and Columbus. In the event that actual design and construction costs for any Phase or subphase of the development of the Property (such actual costs being determined at the time of the acceptance and award by the City of a construction contract to construct the Phase or subphase Improvements, and subject to review as a result of any change order with respect to such construction contract) shall exceed the total costs projected in the Schedule for Public Infrastructure Improvements set forth in Exhibit 4, Gaylord and Columbus shall pay the City the difference between actual and projected total costs prior to the commencement of construction of the Improvements for the subphase.

D. Limitations on Payments.

1. The parties recognize that the public parks and open spaces depicted and described in the Concept Plan to be provided to the City by Gaylord and Columbus in the development of the Property must, within limits, meet a certain standard of excellence. Therefore, the parties have agreed, in improving those public parks and open spaces, on a maximum and minimum expenditure for such parks and open spaces as set forth in Exhibit 5, the Schedule for Parks and Open Space Improvements.

2. The City shall not pay for any improvements necessitated by a traffic impact analysis or facilities study required by either the Concept Plan or a Development Plan.

3. No payment for Improvements to any Phase or subphase of the development of the Property shall be made by the City until a Development Plan for the Phase or subphase has been approved and all rights-of-way for the Improvements to serve such Phase or subphase have been dedicated to the City, as required in Section 5 of this Agreement.

Section 8. Default by Gaylord and Columbus. In the event of a default by Gaylord and Columbus, the City shall have the right to terminate this Agreement by giving at least thirty days written notice of such termination to Gaylord and Columbus.

A. Events of Default. For purposes of this agreement, the following circumstances shall constitute default by Gaylord and Columbus:

1. Failure to submit a Development Plan for a Phase or subphase within Phase I or Phase II within the time specified in the Concept Plan, plus any extensions of time granted by the City pursuant to the UC District regulations.
2. Failure to be granted a certificate of occupancy for all dwelling units approved in a Development Plan or revision thereof within five (5) years following the later of such initial approval or approval of a revision.
3. Failure to meet any other time period required by the Concept Plan, any approved Development Plan, the UC District regulations, or any time

period set forth in this Agreement plus any extensions of time granted by the City.

4. Failure to provide payment to the City for the excess cost of the design and construction of the Public Infrastructure Improvements as required by Section 7.C of this Agreement.
5. Failure to dedicate to the City land and facilities for the Improvements in accordance with the schedule established in the Concept Plan or as required by the approved Development Plan.
6. Failure to satisfy any condition attached to the Concept Plan or approved Development Plan not encompassed in Subparts 1 or 3 of this Subsection 8.A.
7. A violation or breach of any provision of this Master Facilities Agreement.

B. Cure by Gaylord and Columbus . Gaylord and Columbus shall have a period of not more than ninety (90) days from the time notice of default and termination is delivered by the City within which to cure any default under Subsections 8.A.2, 4, 5, 6 or 7.

C. Reimbursement. In the event of default by Gaylord and Columbus and the termination of this Agreement by the City, Gaylord and Columbus shall reimburse the City a portion of the City's expenditure of funds for the Public Infrastructure Improvements in accordance with the following:

1. For purposes of this obligation to reimburse, the Public Infrastructure Improvements are differentiated as "base costs" and "excess costs." Generally, base costs are those costs which, in the typical development of property, might be provided by a governmental entity; excess costs are those costs which, in such a development, would be provided by a private developer. The estimated "base costs" and "excess costs" for each phase of development for the Property are identified in Exhibit 4 attached hereto and incorporated herein for all purposes.

2. Upon default, and following any period of cure provided by this Agreement, Gaylord and Columbus shall be responsible for the excess costs of Public Infrastructure Improvements in accordance with the Schedule set forth in Exhibit 4, as follows (examples of the application of the formula are contained in Exhibit 6 attached hereto and incorporated herein by reference):

a. **Phase I Excess Costs.** Gaylord and Columbus shall be responsible for the total excess costs for Phase I shown on Exhibit 4 which have been expended by the City or for which the City has become obligated under contract to the date of default, reduced by an amount calculated by multiplying such excess costs by a fraction equal to the total number of dwelling units for which a certificate of occupancy has been issued prior to default and/or the period of cure divided by 1,500 dwelling units (see Exhibit 6); provided however, that upon the issuance

of a certificate of occupancy for all of the dwelling units approved in the original or revised Development Plan for Phase I, and upon dedication of all open space land as indicated on the Concept Plan to be dedicated in conjunction with the approval of the first Development Plan in Phase II as required by the adopting Ordinance and Concept Plan (Exhibit 1), Gaylord and Columbus shall be relieved of all obligations to pay excess costs under this Subparagraph 8.C.2.a.

b. **Phase II Excess Costs.** Gaylord and Columbus shall be responsible for the cumulative excess costs for Phase II shown on Exhibit 4 which have been expended by the City or for which the City has become obligated under contract to the date of default, reduced by an amount calculated by multiplying such total cumulative excess costs by a fraction equal to the total number of dwelling units for which a certificate of occupancy has been issued for Phases I and II prior to default and/or the period of cure, divided by 1500 dwelling units (see Exhibit 6). After the time that certificates of occupancy have been issued for a total of 1000 dwelling units in Phases I and II, the obligation to pay excess costs in Phase II shall cease to be cumulative. Thereafter, in the event of default, Gaylord and Columbus shall be responsible only for the excess costs (which have been expended or for which the City has become obligated under contract for the subphase) for each subphase for which a Development Plan is approved, reduced by an amount calculated by multiplying the total excess costs which have been expended or for which the City has become obligated under contract for the subphase by a fraction equal to the total number of dwelling units for which a certificate of occupancy has been issued prior to default and/or the period of cure for such subphase, divided by the number of dwelling units approved in the Development Plan for the subphase (see Exhibit 6).

3. In the event that only part of a Public Infrastructure Improvement listed on Exhibit 4 has been constructed, excess costs for purposes of this Section 8.C will be prorated according to the percentage of completion of the Improvement.

4. Reimbursement to the City shall be provided by Gaylord and Columbus within 30 days of the issuance by the City of the notice of default and termination of this Agreement or, if Gaylord and Columbus is entitled to cure a default as provided by Section 8.B. of this Agreement but fails to do so, within 30 days following the expiration of the cure period.

5. The obligations of Gaylord and Columbus to reimburse the City pursuant to this Section 8.C. (the "Reimbursement Obligations") shall be secured by any one of the following means (the "Reimbursement Collateral"), selected by Gaylord and Columbus:

a. For Phase I, a deed of trust lien on the real property contained within Phase I for the Phase I excess costs, which shall be subordinate and inferior only to any liens for the benefit of the lender or lenders providing financing for such Phase, which deed of trust shall be in the form substantially similar to that attached hereto as Exhibit 8, or as otherwise agreed to by the City and Gaylord and Columbus;

b. For Phase II, a deed of trust lien on the real property contained within the first subphase in Phase II (which subphase shall consist of at least 200 dwelling units) for the Phase II excess costs, which shall be subordinate and inferior only to any liens for the benefit of the lender or lenders providing financing for such subphase, which deed of

trust shall be in the form substantially similar to that attached hereto as Exhibit 8, or as otherwise agreed to by the City and Gaylord and Columbus;

c. An irrevocable letter of credit for the benefit of the City by Bank One, Texas, National Association, or another bank reasonably acceptable to the City, in the maximum amount specified below, which may be drawn upon by the City in the event Gaylord and Columbus shall default in payment of the Reimbursement Obligations; or

d. A lien on other collateral reasonably acceptable to the City.

The maximum amount secured by any lien or the amount of any letter of credit given to secure the Phase I Excess Costs (as defined in Subsection 2.a. above) or the Phase II Excess Costs (as defined in Subsection 2.b. above) shall be the maximum unpaid amount of such costs from time to time outstanding computed pursuant to the terms of this Agreement. The Reimbursement Collateral for the Phase I Excess Costs shall be delivered at the time of the first disbursement of funds by the City to pay the cost of Improvements in Phase I. The Reimbursement Collateral for the Phase I Excess Costs shall be released (or in the case of a letter of credit returned to Gaylord and Columbus) upon the earlier to occur of (i) satisfaction of the obligations of Gaylord and Columbus pursuant to Subsection 2.a. above, or (ii) the failure or refusal of the City to fund its obligation to pay for the cost of the Improvements for Phase I, except as a result of a default by Gaylord and Columbus pursuant to the Agreement. The Reimbursement Collateral for the Phase II Excess Costs shall be delivered at the time of the first disbursement of funds by the City to pay the cost of Improvements in Phase II. The Reimbursement Collateral for the Phase II Excess Costs shall be released (or in the case of a letter of credit returned to Gaylord and Columbus) upon the earlier to occur of (i) satisfaction of the obligations of Gaylord and Columbus pursuant to Subsection 2.b. above, or (ii) the failure or refusal of the City to fund its obligation to pay for the cost of the Improvements for Phase II, except as a result of a default by Gaylord and Columbus pursuant to the Agreement. Gaylord and Columbus shall have the right at any time to substitute one form of the Reimbursement Collateral for another or to substitute one letter of credit for another upon written notice to the City.

D. Remedies for Failure to Pay Reimbursement. In the event Gaylord and Columbus fail to reimburse the City in accordance with the terms of this Agreement, the City shall be entitled to exercise any of the following remedies:

1. The City shall have the right to foreclose the deed of trust lien or lien on other collateral, or draw upon the irrevocable letter of credit, as described in Subsection 8.C.5. above.

2. The City shall have the right to pursue any and all other legal or equitable remedies available to the City, including but not limited to the right to recover damages for breach of contract.

Section 9. Representations by Gaylord and Columbus. Gaylord and Columbus hereby represent and warrant that Gaylord and Columbus have, without the joinder of any other person or entity, the full right, power and authority to execute this Contract and to carry out the obligations of Gaylord and Columbus hereunder.

Section 10. Term. The term of this Agreement shall begin on the date first set forth above and, unless otherwise terminated in accordance with the provisions of this Agreement, shall end on the later of: (a) the date on which the total certificates of occupancy issued for dwelling units for Phase I and Phase II equal 1,500, or (b) the date on which the City shall have expended all of the funds for which it is obligated hereunder for the design, inspection, review and construction of the Public Infrastructure Improvements.

Section 11. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the substantial completion of the construction of any private improvements or any Public Infrastructure Improvements is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences directly related to the construction of the private improvements or the Public Infrastructure Improvements and not related or connected to the financing or funding of the development of the Property or any other financial aspect of such development; delays caused by the franchise utilities serving the Property; fire or other casualty; condemnation proceedings; or any like or similar circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal to the period such party was delayed.

Section 12. Texas Law to Apply; Venue. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Venue under this Agreement lies in Dallas County, Texas.

Section 13. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Gaylord and Columbus and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Gaylord and Columbus.

Section 14. Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

Section 15. Notices. Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed delivered three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

TO TOWN OF ADDISON:

P.O. Box 144
Addison, Texas 75001

Attn: City Manager

TO GAYLORD PROPERTIES, INC.:

10111 ~~GPI~~
~~1011~~ N. Central Expressway
Dallas, Texas 75231

Attn: Glenn Stinchcomb

TO COLUMBUS REALTY TRUST:

15851 Dallas Parkway
Suite 855
Dallas, Texas 75248

Attn: Bryant Nail

Section 16. Incorporation of Recitals. The recitals set forth herein are intended, and are hereby deemed, to be a part of this Agreement.

Section 17. Recording. This Master Facilities Agreement shall not be recorded except with the express written consent of the City, Gaylord and Columbus.

Section 18. Incorporation of Exhibits. Exhibits 1 - 8 attached hereto are hereby incorporated in this Agreement in full by this reference and are deemed to be a part of this Agreement as fully as if set forth in the body hereof.

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

GAYLORD PROPERTIES, INC.

By: Ron Whitehead
Ron Whitehead, City Manager

By: C. J. Roth

ATTEST:

COLUMBUS REALTY TRUST

By: C. Moran
Carmen Moran, City Secretary

By: Bryant Nail

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

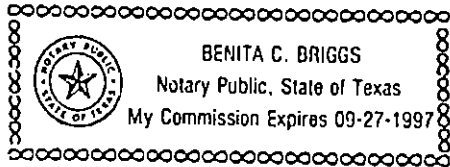
This instrument was acknowledged before me on SEPTEMBER 29, 1995 by Ron Whitehead, City Manager of the Town of Addison, Texas, a Texas municipal corporation, on behalf of the said municipal corporation.



Michele L. Covino
NOTARY PUBLIC, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

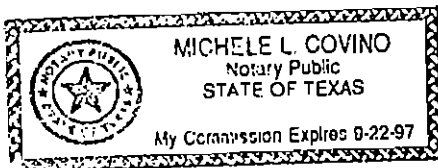
This instrument was acknowledged before me on September 21, 1995 by Clayton J. Bennett, Vice President of Gaylord Properties, Inc., a Texas corporation, on behalf of the said corporation.



Benita C. Briggs
NOTARY PUBLIC, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on SEPTEMBER 29, 1995 by BRYANT NAIL, VICE PRESIDENT DEV. of Columbus Realty Trust, a Texas real estate investment trust, on behalf of the said real estate investment trust.



Michele L. Covino
NOTARY PUBLIC, State of Texas

CHAPTER XX
PROCUREMENT OF PROFESSIONAL SERVICES

SECTION 1. DEFINITION OF PROFESSIONAL SERVICES

Professional Services are those services performed by an individual or group of individuals where education, degrees, certification, license and/or registration is required for qualification to perform the service. The service is usually based on intellectual qualification as opposed to craftsmanship.

Certain Professions are specifically named in the Professional Services Procurement Act (Article 664-4, Vernon's Texas Civil Statutes).

SECTION 2. PROFESSIONAL SERVICES PROCUREMENT ACT (VTCS Article 664-4)

- A. This act states that contracts for the procurement of defined professional services may not be awarded on the basis of bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by state law.
- B. Professional services are defined as those performed by a certified public accountant, licensed architect, physician, optometrist, surgeon, registered surveyor, engineer or any group or association thereof.

SECTION 3. PROCUREMENT OF ARCHITECTURAL - ENGINEERING SERVICES (VTCS Article 644-4)

- A. When procuring architectural or engineering services, the entity shall use a two-step selection process. First, the entity shall select an individual or firm capable of performing the service, on the basis of demonstrated competence and qualifications. The entity shall then enter into negotiations on a contract at a fair and reasonable price.
- B. If the entity is unable to negotiate a satisfactory contract with the most highly qualified individual or firm, it shall formally end negotiations with that person or firm, and then proceed to the next most highly qualified and repeat the process. Negotiations are carried on in this sequence until a contract is made.
- C. If any agreement or contract is entered into with one of the above mentioned professionals on the basis of a competitive bid, it is contrary to public policy and is void.

SECTION 4. PROCUREMENT OF ARCHITECTURAL OR ENGINEERING SERVICES - FEES ESTIMATED TO BE UNDER \$15,000 PER YEAR.

The Town's staff shall solicit proposals from qualified professionals and the director of the using department will select an individual or firm capable of performing the service, on the basis of demonstrated competence and qualifications. The department director will enter negotiations with the selected individual or firm and follow the procedures established by the ACT, above.

SECTION 5. PROCUREMENT OF ARCHITECTURAL OR ENGINEERING SERVICES - FEES ESTIMATED TO BE \$15,000, OR MORE, PER YEAR.

- A. An advertisement shall be placed with a newspaper, normally used for legal advertising,

**CHAPTER XX
PROCUREMENT OF PROFESSIONAL SERVICES (cont'd)**

soliciting Statements of Qualifications from all qualified professionals interested in providing the needed services. The advertisement shall be run in one edition of the selected newspaper, at least one week prior to the date Statements of Qualifications are due.

- B. The Request for Qualifications (RFQ) shall contain sufficient information to inform potential architects and/or engineers as to the type of project, scope of services to be performed, and the selection criteria to be used. The RFQ will give the relative importance, or weighting, assigned to each of the criteria to be used in the selection process. The following criteria shall be used, but the RFQ is not necessarily limited to these criteria:
1. The firm's experience in successfully performing similar assignments, scope and size, for others.
 2. The firm's current staff, both size and related experience, is qualified to provide the desired services.
 3. Sufficient finances and other resources are available to accomplish the assignment, within the time to be allowed by the Town, and the firm will be able to provide continuing service.
 4. Previous clients, for similar projects, express satisfaction with the firm's work.
 5. The firm's response, as perceived by the Town's staff, is complete and of acceptable quality.
- C. An engineer or architect may be selected after the evaluation of Statements of Qualifications or it may be necessary to interview several of the firm's and further evaluate them on the basis of the interview or a presentation, narrowing the field until one firm is selected for negotiations.
- D. When negotiations are successfully concluded, a recommendation will be made to the City Council that a contract be awarded to the chosen firm. A tabulation showing all of the firms submitting Statements of Qualifications and each firm's score, by criterion, will be attached to the recommendation.

SECTION 6. PROCUREMENT OF PERSONAL AND PROFESSIONAL SERVICES, OTHER THAN THOSE EXEMPTED FROM COMPETITIVE PRICING

- A. Professional services, other than those named in the ACT, may be contracted through the use of Request for Proposals (RFP) and selection should be made on the basis of criteria similar to those for Engineers and Architects; however, cost should be an additional criteria, in addition to those criteria used for Engineers and Architects.
- B. Services with fees under \$15,000 per year may be solicited, evaluated, and awarded by the Town's staff and the using department's director, similar to the selection process for Engineers and Architects.

CHAPTER XX
PROCUREMENT OF PROFESSIONAL SERVICES (cont'd)

- C. Services with fees of \$15,000 or more shall be advertised in two editions of the newspaper, one week apart, the last advertisement to run at least one week prior to the due date for RFP's.

The selection process will be similar to that used for Engineers and Architects, and after negotiations are successfully concluded the City Council shall be asked to award a contract.

- D. Below are some of the services held to be professional services in Texas cases or Attorney General Opinions, according to the LBJ School of Public Affairs, Advance Public Purchasing course:

Abstracters, Appraisers, Artists, Attorneys, Auditors, Construction Manager Consultants, Coordinators of Criminal Investigation, Financial Services Advisors, Fiscal Agents, Law Enforcement Consultants, Map Makers, Models, Plat Book Preparers, Private Consultants, Property Tax Consultants, Scientists, Supervisors of Public Construction Projects, Teachers, and Third Party Administrators.

LAND DESCRIPTION
TRACT 1

COPY

BEING a tract of land situated in the G. W. Fisher Survey, Abstract No. 482, in the City of Addison, Dallas County, Texas, and being all of Lots 11, 12, and 13, of Block B, and Lots 5, 6, of 7 of Block D, and a portion of Lot 8 of Block D, in Julian's Addition, an addition to the City of Addison, as recorded in Volume 1, Page 538 of the Map Records of Dallas County, Texas, also being a portion of Clara Street as abandoned by the Town of Addison as evidenced by instrument recorded in Volume 91118, Page 1571 of the Deed Records of Dallas County, Texas, and being part of a tract of land standing in the name of Opubco Properties, Inc. as evidenced by instrument recorded in Volume 84151, Page 3619 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the intersection of the north right-of-way line of the St. Louis and Southwestern Railroad, a 100 foot wide right-of-way, with the east line of a 20 foot alley in Block B of said addition;

THENCE North 00 degrees 01 minute 39 seconds East along the east line of said 20 foot alley a distance of 739.37 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the south right-of-way line of Mildred Street as established by instrument to the Town of Addison, Texas as recorded in Volume 91118, Page 1567 of the Deed Records of Dallas County, Texas;

THENCE South 89 degrees 49 minutes 12 seconds East along the south right-of-way line of Mildred Street a distance of 209.14 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of a curve to the right having a radius of 776.03 feet;

THENCE continuing along said south right-of-way line and along said curve to the right through a central angle of 07 degrees 00 minutes 45 seconds, an arc distance of 94.98 feet, being subtended by a chord which bears South 86 degrees 18 minutes 50 seconds East, and is 94.92 feet in length to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE South 82 degrees 48 minutes 27 seconds East continuing along said south right-of-way line a distance of 155.79 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the west right-of-way line of Quorum Drive as established by instrument to the Town of Addison, Texas as recorded in Volume 82093, Page 1073 of the Deed Records of Dallas County, Texas;

THENCE South 07 degrees 00 minutes 23 seconds West along the said west right-of-way line of Quorum Drive a distance of 226.99 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of a curve to the left having a radius of 1472.39 feet;

THENCE continuing along said west right-of-way line and along said curve to the left through a central angle of 06 degrees 52 minutes 23 seconds, an arc distance of 176.62 feet, being subtended by a chord which bears South 03 degrees 34 minutes 11 seconds West, and is 176.52 feet in length to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE South 00 degrees 08 minutes 00 seconds West continuing along said west right-of-way line a distance of 131.28 feet to a 1/2 inch iron rod found in the north right-of-way line of said St. Louis and Southwestern Railroad;

THENCE South 66 degrees 45 minutes 00 seconds West along north right-of-way line of said St. Louis and Southwestern Railroad a distance of 456.90 feet to the POINT OF BEGINNING and CONTAINING 6.358 acres of land more or less.

1/11/2011 10:12:00 AM

**LAND DESCRIPTION
TRACT 2**

BEING a tract of land situated in the G. W. Fisher Survey, Abstract No. 432, in the City of Addison, Dallas County, Texas, and being all of Lot 3 of Block F, and a portion of Lot 2 of Block F, in Julian's Addition, an addition to the City of Addison, as recorded in Volume 1, Page 538 of the Map Records of Dallas County, Texas, and being part of three tracts of land standing in the name of Opubco Properties, Inc. as evidenced by instruments recorded in Volume 84151, Page 3619, Volume 82020, Page 0684, and Volume 82020, Page 0688 all of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set with "Huitt-Zollars" cap at the intersection of the east line of a 20 foot alley in Block F of said addition with the north right-of-way line of Mildred Street as established by instrument to the Town of Addison, Texas as recorded in Volume 91118, Page 1567 of the Deed Records of Dallas County, Texas, said point also being in a platted east line of Addison Conference Center - Addison Centre Theater plat as recorded in Volume 90241, Page 2807 of the Deed Records of Dallas County, Texas;

THENCE North 00 degrees 01 minute 39 seconds East along the east line of said 20 foot alley and the east line of said Addison Conference Center plat a distance of 183.48 feet to a one-inch iron rod found at the most southerly northeast corner of said Addison Conference Center plat;

THENCE South 89 degrees 57 minutes 01 seconds West along a north line of said Addison Conference Center plat a distance of 80.89 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE North 00 degrees 06 minutes 05 seconds West along an east line of said plat a distance of 202.59 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the most northerly northeast corner said plat;

THENCE South 89 degrees 53 minutes 55 seconds West along the north line of said plat a distance of 284.57 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the west line of said Opubco Properties, Inc. as recorded in Volume 82020, Page 0688;

THENCE North 00 degrees 12 minutes 25 seconds East along the west line of said Opubco tract a distance of 850.70 feet to a P.K. nail set in concrete base of fence post at the northwest corner of said Opubco tract;

THENCE South 89 degrees 05 minutes 45 seconds East along the last mentioned Opubco tract and the north line of said Opubco tract as recorded in Volume 82020, Page 0684 a distance of 860.14 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the west right-of-way line of Quorum Drive as established by instrument to the Town of Addison, Texas as recorded in Volume 82093, Page 1073 of the Deed Records of Dallas County, Texas;

THENCE South 00 minutes 55 seconds 13 seconds West along the west right-of-way line of Quorum Drive a distance of 1089.96 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of a curve to the right having a radius of 1392.39 feet;

THENCE continuing along said west right-of-way line and along said curve to the right through a central angle of 06 degrees 05 minutes 10 seconds, an arc distance of 147.90 feet, being subtended by a chord which bears South 03 degrees 57 minutes 48 seconds West, and is 147.83 feet in length to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE South 07 degrees 00 minutes 23 seconds West continuing along the west right-of-way line of Quorum Drive a distance of 12.27 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the said north right-of-way line of Mildred Street;

THENCE North 82 degrees 48 minutes 27 seconds West along the North right-of-way line of Mildred Street a distance of 155.53 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of a curve to the left having a radius of 856.03 feet;

THENCE continuing along said north right-of-way line and along said curve to the left through a central angle of 07 degrees 00 minutes 45 seconds, an arc distance of 104.77 feet, being subtended by a chord which bears North 86 degrees 18 minutes 50 seconds West, and is 104.71 feet in length in a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE North 89 degree 49 minutes 12 seconds West continuing along the north right-of-way line of Mildred Street a distance of 209.35 feet to the POINT OF BEGINNING and CONTAINING 21.255 acres of land more or less.

**LAND DESCRIPTION
TRACT 3**

BEING a tract of land situated in the G. W. Fisher Survey, Abstract No. 482, in the City of Addison, Dallas County, Texas, and being part of two tracts of land standing in the name of Opubco Properties, Inc. as evidenced by instruments recorded in Volume 84151, Page 3619, and Volume 82020, Page 0684 all of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set with "Huitt-Zollars" cap at the intersection of the north right-of-way line of the St. Louis and Southwestern Railroad, a 100 foot wide right-of-way, with east right-of-way line of Quorum Drive as established by instrument to the Town of Addison, Texas as recorded in Volume 82093, Page 1077 of the Deed Records of Dallas County, Texas;

THENCE North 00 minutes 08 seconds 00 seconds East along the east right-of-way line of Quorum Drive a distance of 96.69 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of a curve to the right having a radius of 1392.39 feet;

THENCE continuing along said east right-of-way line of Quorum Drive and along said curve to the right through a central angle of 06 degrees 52 minutes 23 seconds, an arc distance of 167.03 feet, being subtended by a chord which bears North 03 degrees 34 minutes 12 seconds East, and is 166.93 feet in length to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE North 07 degrees 00 minutes 23 seconds East continuing along the east right-of-way line of Quorum Drive a distance of 319.26 to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of a curve to the left having a radius of 1472.39 feet;

THENCE continuing along said east right-of-way line of Quorum Drive and along said curve to the left through a central angle of 06 degrees 03 minutes 10 seconds, an arc distance of 156.40 feet, being subtended by a chord which bears North 03 degrees 57 minutes 48 seconds East, and is 156.33 feet in length to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE North 00 degrees 55 minutes 13 seconds East continuing along the east right-of-way line of Quorum Drive a distance of 1089.99 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the north line of said Opubco tract as recorded in Volume 82020, Page 0684;

THENCE South 89 degrees 05 minutes 45 seconds East along the north line of said Opubco tract a distance of 543.53 feet to a 18" hackberry tree, from which a 1/2 inch iron rod set with "random" cap bears North 89 degrees 05 minutes 45 seconds West a distance of 2.00 feet;

THENCE South 00 degrees 55 minutes 13 seconds West a distance of 1561.42 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap in the north right-of-way line of said St. Louis and Southwestern Railroad to a point for a corner;

THENCE South 66 degrees 45 minutes 00 seconds West along the north line of said St. Louis and Southwestern Railroad a distance of 648.95 feet to the POINT OF BEGINNING and CONTAINING 21.477 acres of land more or less.

COPY

ADDISON URBAN CENTER
COST PROJECTIONS OF
INFRASTRUCTURE IMPROVEMENTS

06/22/95

PHASE I

ITEM	BASE COST	EXCESS COST	TOTAL COST
Quorum Drive (1650 L.F.)	\$464,000	\$464,000	\$928,000
Mildred West of Quorum (3611 L.F.)	\$140,000	\$140,000	\$280,000
Quorum Rotary Open Space (0.58 Ac)	\$468,000	\$468,000	\$936,000
Bosque Park (0.96 Ac)	\$0	\$535,000	\$535,000
Street R - 3 (425 L.F.)	\$0	\$445,000	\$445,000
Street R - 4 (575 L.F.)	\$0	\$596,000	\$596,000
Street M - 1 (680 L.F.)	\$0	\$780,000	\$780,000
TOTALS	\$1,072,000	\$3,428,000	\$4,500,000

PHASE II

ITEM	BASE COST	EXCESS COST	TOTAL COST
Quorum Drive (2075 L.F.) (1/2 of street)	\$260,000	\$260,000	\$520,000
Mildred East of Quorum (419 L.F.) (West of Spectrum)	\$159,000	\$159,000	\$318,000
Spectrum (1275L.F.)	\$182,000	\$182,000	\$364,000
East Mildred Open Space (1.13 Ac)	\$305,000	\$305,000	\$610,000
Quorum North Park (0.69 Ac)	\$0	\$295,000	\$295,000
Mews Park (1.43 Ac)	\$0	\$675,000	\$675,000
R - 2 (525 L.F.)	\$0	\$270,000	\$270,000
R - 3 (400 L.F.)	\$0	\$205,000	\$205,000
R - 4 (630 L.F.)	\$0	\$322,000	\$322,000
R - 5 (325 L.F.)	\$0	\$166,000	\$166,000
M - 2 (1275 L.F.)	\$0	\$624,000	\$624,000
Mildred east of Spectrum (590 L.F.)	\$0	\$131,000	\$131,000
TOTALS	\$906,000	\$3,594,000	\$4,500,000

Note: The above cost projections include costs for private utilities, engineering, special plan review, independent inspection and construction costs associated with Phases I and II of the Urban Center.

06/22/95

SCHEDULE FOR PARKS AND
OPEN SPACE IMPROVEMENTS
ADDISON URBAN DISTRICT
JUNE 21, 1995

	MINIMUM ALLOWANCE	MAXIMUM ALLOWANCE
1.) Quorum Rotary (0.58 Ac)	870,000	1,000,000
2.) Bosque Park (0.96 Ac)	500,000	570,000
SUBTOTAL PHASE I	1,370,000	1,570,000
3.) Quorum North Park (0.69 Ac)	290,000	300,000
4.) East Mildred Open Space (1.13 Ac)	580,000	640,000
5.) Mews Park (1.43 Ac)	650,000	700,000
SUBTOTAL PHASE II	1,520,000	1,640,000
TOTAL	2,890,000	3,210,000

Estimates include all costs associated with bid document preparation, construction, inspection, utility service, etc. necessary to complete the parks.

Other Costs without a funding source

Legal Counsel	est.	30,000	over the life of phase I
Special Plan Review/Inspection			
Boston Aschmann		15,000	
Sasaki		15,000	
Geotech		5,000	
Park/Artwork-Professional Services		50,000	
Design Competition		30,000	
Water line Relocation		75,000	

**PHASE I
ADDISON CIRCLE - PUBLIC INFRASTRUCTURE
SECOND COST RECONCILIATION
SEPTEMBER 6, 1996**

	TOWN OF ADDISON	COLUMBUS	TOTAL
Phase I Improvements	\$2,742,848		\$2,742,848
Remaining Bosque Park Allowance	\$425,000		\$425,000
Rotary Feature Allowance	\$1,000,000		\$1,000,000
Design Engineering	\$112,152	\$150,648 *	\$262,800
Construction Inspection Allowance	\$90,000		\$90,000
Geotechnical Allowance	\$20,000		\$20,000
Street Lights & Power by TU Allowance	\$110,000		\$110,000
Security/Event Fencing Allowance		\$6,000	\$6,000
Water Tower Site Restoration Allowance		\$15,000	\$15,000
Tree Lighting Phase I Allowance		\$76,500 **	\$76,500
Furnish Bricks - Phase I		\$200,070.10 **	\$200,070.10
Subtotal Phase I	\$4,500,000	\$448,218.10	\$4,948,218.10
Other Items:			
Offsite Utilities (Sewer & Drainage)	\$78,260		\$78,260
Phase II Utilities (Sewer & Drainage)	\$83,840		\$83,840
Phase II Streetscape	DELETED		
Phase II Lights from Rotary to railroad on the eastside of Quorum	\$20,000 ***		\$20,000
Subtotal Phase II/Offsite	\$182,100	\$0	\$182,100
TOTALS	\$4,682,100	\$448,218.10	\$5,130,318.10

* Eligible for Reimburesment

** Eleggible for Reimburesment if competitively bid - Reimbursement/Participation capped at \$4,500,000

***May still owe TU Electric for light that were ordered

PHASE I
ADDISON CIRCLE - PUBLIC INFRASTRUCTURE
SECOND BID RECONCILIATION
SEPTEMBER 6, 1996

Gibson & Assoc. Base Bid after change orders 1 & 2	\$2,857,018.24
Furnish sidewalk pavers	\$122,492.70
Furnish street pavers	\$77,577.40
Install street pavers	\$29,568.11
Install pedestrian pavers	(\$14,867.12)
Delete warning strip/Add bricks/Subbase	\$13,230.00
Contingency	\$20,000.00
Recommended Award	\$3,105,019.33

Bid Reconciliation	Town of Addison	Columbus	Total
Phase I Improvements	\$2,655,578.00		\$2,655,578.00
Offsite Utilities (sewer & drainage)	\$78,260.00		\$78,260.00
Phase II Utilities (sewer & drainage)	\$83,840.00		\$83,840.00
Phase II Streetscape (East side of Quorum)	DELETED		
Electric (Addison Rd to Water Tower)	\$36,720.00		\$36,720.00
Paving & Streetscape (West side of Quorum halfway to Rotary)	\$50,550.00		\$50,550.00
Furnish Pavers		\$200,070.10	\$200,070.10
Totals	\$2,904,948.00	\$200,070.10	\$3,105,018.10

1995 BOND SALE SUMMARY

SEPTEMBER 12, 1996

PARKS BONDS

Bosque Park	\$500,000
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GENERAL OBLIGATION BONDS

Quroum Drive (Addison Circle)	\$928,000
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Mildred (Addison Circle)	\$280,000
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Street R-3 (Addison Circle)	\$445,000
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Street R-4 (Addison Circle)	\$596,000
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Mews Street (Addison Circle)	\$780,000
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Storm Sewer Addison Circle, offsite	\$287,000
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Landmark Wellington Center Connection	\$1,400,000
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South Midway Drainage	\$1,100,000
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Contingency	\$295,000
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Subtotal General Obligation Bonds	\$6,111,000
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Subtotal Park Bonds	<u>\$500,000</u>
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Total 1995 Bond Sale	\$6,611,000
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**ADDISON CIRCLE PHASE I
PUBLIC INFRASTRUCTURE
FUNDING SUMMARY
SEPTEMBER 13, 1996**

Bosque Park	\$500,000	1995 Park Bonds
	\$35,000	General Funds
Quorum Drive	\$928,000	1995 G.O. Bonds
Mildred	\$280,000	1995 G.O. Bonds
Street R - 3	\$445,000	1995 G.O. Bonds
Street R - 4	\$596,000	1995 G.O. Bonds
Mews Street	\$780,000	1995 G.O. Bonds
Rotary Park	<u>\$965,000</u>	General Fund
TOTAL	\$4,529,000	

Example 1. Default during Phase I.

Council approves Development Plan for 500 dwelling units; Gaylord and Columbus default after certificates of occupancy have been issued for 250 units.

Excess costs = \$3.428 million.

Gaylord and Columbus Liability = \$3.428 million, reduced by $250/1,500 \times \$3.428$ million (12.5% reduction), = \$2.999 million.

Example 2. Default during Phase II (less than 1,000 dwelling units have received certificate of occupancy approval).

Gaylord and Columbus constructs 500 dwelling units in phase I, defaults after certificates of occupancy have been issued for 400 dwelling units in Phase II.

Cumulative excess costs for Phase II = \$1 million

Gaylord and Columbus liability = \$1 million, reduced by $(500 + 400)/1,500 \times \1 million (60% reduction), = \$400,000.

Example 3. Default during Phase II (at least 1,000 dwelling units have received certificate of occupancy approval).

Gaylord and Columbus constructs 1000 dwelling units in Phases I and II, defaults after certificates of occupancy have been issued for 100 of 200 dwelling units approved in the Development Plan for the next sub-phase of Phase II.

Excess costs for the sub-phase = \$500,000.

Gaylord and Columbus liability = \$500,000, reduced by $100/200 \times \$500,000$ (50% reduction) = \$250,000.

COPY

URBAN CENTER - PUBLIC LANDSCAPE MAINTENANCE SCHEDULE

LANDSCAPE MAINTENANCE

The following minimum standards of landscape maintenance shall be employed:

PART 1 - GENERAL

1.1 SCOPE:

- A. Complete exterior landscape maintenance as specified and shown on all development plans for the Urban Center District.
- B. Keep all landscaped areas in a healthy and neat condition. Refer to Part 4 Schedules herein.
- C. Include watering, fertilization, pruning, spraying, overseeding, weeding, herbicide applications, bed cultivation, edging, and litter removal in landscape areas.
- D. Coordinate maintenance schedule to assure a minimum amount of inconvenience to facility operators.

1.2 DAMAGE:

City is responsible for repairing any damage that results from the maintenance operation.

PART 2 - PRODUCTS

2.1 COMMERCIAL FERTILIZER:

- A. Shade Trees, Groundcovers, and Non-Flowering Shrubs: 15-5-10 element percentage (3 1/2 ratio) with a minimum 8% sulphur and 4% iron plus trace elements. Nitrogen source to be at least 50% slow release Ureaformaldehyde (UF) or Sulfur Coated Area (SCU).
- B. Flowering Trees, Flowering Shrubs, Perennials, and Annuals: 10-20-10 element percentage (1-2-1 ratio) with trace elements plus minimum 8% sulfur and 4% iron.
- C. Azaleas: Car Pool Acid Azalea and Camellia fertilizer, 5-20-8 analysis plus trace elements.

2.2 HERBICIDES:

A. Shrub and Groundcover Beds:

1. Pre-emergent: Dacthal granules.

2.8 PESTICIDES:

- A. Spray as required for safe control of the particular insect or disease that may infest the plantings.
- B. Complete sprayings with a licensed applicator.

2.4 BED MULCH:

- A. Shredded Pine Bark mini-nuggets to match existing.

PART 3 - EXECUTION

3.1 WATERING:

- A. Check operation of the automatic irrigation system and adjust timing as required.
- B. Take into consideration specific site conditions and compensate system's timing for areas in shade, sloping areas, and weather conditions.
- C. Program the controller so plant and lawn areas receive an inch to an inch and one-half of water per week. Refer to manufacturer for precipitation rates of the sprinkler heads.
- D. Visually check the system weekly during the summer months and monthly December through March.
- E. Promptly repair any damages to system and remedy operation problems.

3.2 FERTILIZING:

- A. General: Refer to Part Schedules for fertilizer application intervals. Water thoroughly after each application.
- B. Shade Trees: Fertilize annually at the rate of 1.5 lb. per inch of tree caliper by uniformly broadcasting fertilizer around the drip line of the tree. Use 3 1/2 ratio.

- O. Spring Flowering Trees, Shrubs, Annuals and Perennials. In beds, uniformly spread fertilizer at the rate of 8 lbs. per 100 sq. ft. For trees, broadcast around the drip line at the rate of 1 lb. per inch of tree caliper.

3.3 PRUNING:

- A. Trees: Complete this work with experienced tree pruning personnel only. In general, thin out and remove any dead wood and shape to maintain symmetry. **DO NOT SHEAR OR TOP TREES.**
- B. Spring Flowering Trees and Shrubs: Complete pruning as noted above after blooming period.
- C. Evergreen Shrubs: Prune selectively as their growth warrants to remain in bounds and to eventually form a solid mass. Remove any dead woods as needed. **DO NOT SHEAR.**
- D. Groundcover: During growing season, shear to remain in bounds. Complete major pruning in early spring. Shear Liriope and Asian Jasmine to a height of 6; in early spring.
- E. Perennials: Cut off and dispose of dead top growth after first frost. Remove blooms as they fade throughout the season.

3.4 PEST CONTROL:

- A. Provide complete pesticides control as the need may occur. Carefully inspect lawn and plantings weekly and complete any needed control in a timely manner.
- B. Carefully follow label instructions and complete spraying with licensed personnel only.

3.5 WEED CONTROL:

- A. Apply herbicides by a licensed operator as outlined in Part 4, Schedules. Carefully follow label instructions. Replace any damaged plant materials at no cost to the Owner.

3.6 WEEDING/CULTIVATING:

- A. Remove weeds and foreign grasses from bed areas weekly. Lightly cultivate beds once every two weeks during growing season.

Discontinue groundcover bed cultivation once groundcovers/shrubs have covered.

3.7 CLEAN UP/LITTER REMOVAL:

- A. Clean up and haul off all debris resulting from the maintenance operation plus any debris which may have accumulated in the plant beds.

3.8 BED MULCH:

- A. Add mulch material to shrub and groundcover beds as needed to maintain two inch layer of mulch over the planting area.
- B. Discontinue mulching when plants cover ground surfaces.

3.9 ANNUAL FLOWERS:

- A. Plant annuals as scheduled in Part 4.
- B. Coordinate color and type with Developer.
- C. Cultivate beds with 1 inch peat moss, thoroughly mixed, prior to each change-out.
- D. Fertilize as noted herein.

END OF SECTION

PART 4 - SCHEDULES

4.1 MAINTENANCE SCHEDULE

TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
FERTILIZE													
Shade Trees				●									
Spring Flowering Trees & Shrubs			(3-1-2 RATIO) ●-----● AFTER BLOOM							●	(1-2-1 RATIO)		
Tree Crapemyrtle					●	(1-2-1 RATIO)							
Shrubs/Groundcover			(3-1-2 RATIO) ●					(3-1-2 RATIO) ●					
Annuals				●	(1-2-1 RATIO)				(1-2-1 RATIO) ●				
Perennials				●	(1-2-1 RATIO)			●					
HERBICIDES													
Post Emergent			●	-----●									
Shrubs/Groundcover		●		●		●		●					
PESTICIDES	●	-----				(AS REQUIRED)			-----●				
PRUNING													
Shade Trees		●											
Spring Flowering Trees & Shrubs				●	(AFTER BLOOM)		●						
Evergreen Shrubs/Groundcover	●	-----										●	
Tree Crapemyrtle		●				●	(REMOVE SUCKER GROWTH)					●	
CLEAN-UP/LITTER REMOVAL	●	-----											●
IRRIGATION CHECK	●	●	●	(WEEKLY)									●
FLOWER PLANTING				●						(BEDDING PLANTS & BULBS)		●	

COPY

DEED OF TRUST TO SECURE PERFORMANCE

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, a _____, whose mailing address is _____, hereinafter called Grantor, for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto _____, Trustee, whose mailing address is _____, and his substitutes or successors, that certain tract or tracts of real property (the "Property") described in Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with the rights, privileges and appurtenances thereto belonging, unto the said Trustee and to his substitutes or successors forever. And Grantor named herein do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the Property unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof, arising by, through or under Grantor, but not otherwise, and subject to all easements and other restrictions of record as of the date hereof.

This conveyance, however, is made in TRUST for the following purposes:

WHEREAS, Gaylord Properties, Inc. ("Gaylord") and Columbus Realty Trust ("Columbus", Gaylord and Columbus being collectively referred to as "Obligors") and the Town of Addison, Texas ("Beneficiary") have heretofore entered into a certain Master Facilities Agreement (the "Development Agreement"), dated _____, 1995, wherein Beneficiary agreed to expend certain funds for the development of public infrastructure and improvements necessary for the development of the Property, and Obligors agree to reimburse the Beneficiary a portion of the funds expended by Beneficiary under certain conditions as set out in Section 8 of the Development Agreement (the "Reimbursement Obligations");

WHEREAS, the Property, which was owned previously by Gaylord, was contributed to Grantor to be developed by Grantor;

WHEREAS, Obligors are partners in Grantor;

EXHIBIT 8
TO THE MASTER FACILITIES AGREEMENT

WHEREAS, Grantor has agreed to execute this Deed of Trust in order to secure payment of the Reimbursement Obligations as required by the terms of the Development Agreement, and in order to induce Beneficiary to expend funds to develop public infrastructure and improvements to secure the Property.

In the event Obligors do and perform the Reimbursement Obligations and satisfy their obligations pursuant to Section 8 of the Development Agreement with respect to the Phase (as defined in the Development Agreement) in which the Property is located, then this conveyance shall become null and void and of no further force and effect, and shall be released by Beneficiary.

Grantor agrees that in the event of default in the payment of the Reimbursement Obligations or in the event of default by Grantor in the obligations or covenants contained in this Deed of Trust, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this Deed of Trust to Secure Performance, and after advertising the time, place and terms of the sale of the Property, then subject to the lien hereof, for at least twenty-one (21) days preceding the date of sale by posting written or printed notice thereof at the courthouse door of the county where the Property is situated, which notice may be posted by the Trustee acting, or by any person acting for him, and the Beneficiary has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each debtor obligated to pay the indebtedness secured by this Deed of Trust to Secure Performance according to the records of Beneficiary, by the deposit of such notice, enclosed in a postpaid wrapper, properly addressed to such debtor at debtor's most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service, the Trustee shall sell the Property, then subject to the lien hereof, at public auction in accordance with such notice at the courthouse door of the county where the Property is situated on the first Tuesday in any month between the hours of 10:00 A.M. and 4:00 P.M., to the highest bidder for cash, and make due conveyance to the purchaser or purchasers, with general warranty binding Grantor, their heirs and assigns; and out of the money arising from such sale the Trustee shall pay, first, all expenses of advertising the sale and making the conveyance, including a reasonable commission to himself and, second, to Beneficiary the full amount of the Reimbursement Obligations that is then owing to Beneficiary, rendering the balance of the sales price, if any, to the person or persons legally entitled thereto; and the recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantor, their heirs and assigns; said sale and deed to be made subject to the Superior Lien (hereinafter defined).

Notwithstanding the provisions of the immediately preceding paragraph, all notices provided for therein may be made in such manner as may be permitted or required by Section 51.002 of the Texas Property Code (as now written or hereafter amended or succeeded) relating to the sale of real estate and/or by Chapter 9 of the Texas Business and Commerce Code,

as amended, relating to the sale of collateral after default by a debtor, or by any other present or subsequent laws.

Beneficiary shall have the right to purchase at any sale of the Property, being the highest bidder and to have the amount for which such Property is sold credited on the total sums owed Beneficiary.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the full and final payment and satisfaction of the Reimbursement Obligations, and each substitute and successor trustee shall succeed to all of the rights and powers of the original Trustee named herein.

The term "Grantor" used in this instrument shall also include any and all successors in interest of Grantor to all or any part of the Property as well as any and all purchasers thereof at any sale made hereunder by the Trustee or Substitute Trustee, and the provisions of this Deed of Trust to Secure Performance shall be covenants running with the land.

If this Deed of Trust to Secure Performance is or becomes binding upon one person or upon a corporation, the plural reference to Grantor shall be held to include the singular and all of the agreements and covenants herein undertaken to be performed by and the rights conferred upon Grantor, shall be binding upon and inure to the benefit of not only Grantor respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

In the event any sale is made of the Property, or any portion thereof, under the terms of this Deed of Trust to Secure Performance, Grantor, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the Property so sold to the purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such purchaser, and in the event of their failure to surrender possession of said Property upon demand, the purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said Property in the Justice of the Peace Court in the Justice Precinct in which such Property, or any part thereof, is situated.

The lien of this Deed of Trust and all rights of Beneficiary hereunder are expressly subordinate and inferior to the lien described on Exhibit B hereto (the "Superior Lien"), and Beneficiary, by acceptance hereof, agrees to execute any document reasonably requested by the holder of the Superior Lien to evidence such subordination. Beneficiary, by acceptance hereof, further agrees, when requested by the holder of the Superior Lien, to give such holder notice of any default by Grantor or Obligors in accordance with the terms of the Development Agreement and to permit any such holder the option to cure such default in accordance with the terms of the Development Agreement.

EXECUTED the _____ day of _____, 1996.

By: _____
Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____,
1996, by _____ of
_____, a Texas corporation, on behalf of said corporation.

Notary Public - State of Texas

My Commission Expires:

DA951910338
071295aln1
186:3012-3

PHASE I
ADDISON CIRCLE - PUBLIC INFRASTRUCTURE
COST RECONCILIATION
MARCH 12, 1996

	Town of Addison	Columbus	Total
Phase I Improvements	\$2,830,400	\$405,474	\$3,235,874
Remaining Bosque Park Allowance	\$425,000		\$425,000
Rotary Feature Allowance	\$1,000,000		\$1,000,000
Design Engineering		\$262,800	\$262,800
Construction Inspection Allowance	\$90,000		\$90,000
Geotechnical Allowance	\$20,000		\$20,000
Street Lights & Power by TU Allowance	\$104,400		\$104,400
Tall Lights for Rotary Allowance	\$30,000		\$30,000
Security/Event Fencing Allowance		\$6,000	\$6,000
Water Tower Site Restoration Allowance		\$15,000	\$15,000
Tree Lighting Phase I Allowance		\$76,500	\$76,500
Subtotal Phase I	\$4,499,800	\$765,774	\$5,265,574
Other Items			
Offsite Utilities (Sewer & Drainage)	\$88,389		\$88,389
Phase II Utilities (Sewer & Drainage)	\$103,701		\$103,701
Phase II Streetscape	\$89,500		\$89,500
Phase II Lights from Rotary to railroad on the eastside of Quorum	\$26,600		\$26,600
Subtotal Phase II/Offsite	\$308,190	\$0	\$308,190
Totals	\$4,807,990	\$765,774	\$5,573,764

PHASE I
ADDISON CIRCLE - PUBLIC INFRASTRUCTURE
BID RECONCILIATION
MARCH 12, 1996

Gibson & Assoc. Base Bid	\$3,426,109
Selected Alternatives	\$91,555
	<hr/>
Recommended Award	\$3,517,664

Bid Reconciliation	Town of Addison	Columbus	Total
Phase I Improvements	\$2,830,600	\$305,874	\$3,136,474
Offsite Utilities (sewer & drainage)	\$88,389		\$88,389
Phase II Utilities (sewer & drainage)	\$103,701		\$103,701
Phase II Streetscape (East side of Quorum)	\$89,500		\$89,500
Offsite Electric (Addison Rd to Water Tower)		\$36,600	\$36,600
Paving & Streetscape (West side of Quorum halfway to Rotary)		\$63,000	\$63,000
Totals	\$3,112,190	\$405,474	\$3,517,664

PHASE I
 ADDISON CIRCLE - PUBLIC INFRASTRUCTURE
 SECOND BID RECONCILIATION
 SEPTEMBER 6, 1996

*C.C. David Meyers
 Bryant Nail
 Andy Oakley*

Gibson & Assoc. Base Bid after change orders 1 & 2	\$2,857,018.24
Furnish sidewalk pavers	\$122,492.70
Furnish street pavers	\$77,577.40
Install street pavers	\$29,568.11
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Contingency	\$20,000.00
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Bid Reconciliation	Town of Addison	Columbus	Total
Phase I Improvements	\$2,655,578.00		\$2,655,578.00
Offsite Utilities (sewer & drainage)	\$78,260.00		\$78,260.00
Phase II Utilities (sewer & drainage)	\$83,840.00		\$83,840.00
Phase II Streetscape (East side of Quorum)	DELETED		
Electric (Addison Rd to Water Tower)	\$36,720.00		\$36,720.00
Paving & Streetscape (West side of Quorum halfway to Rotary)	\$50,550.00		\$50,550.00
Furnish Pavers		\$200,070.10	\$200,070.10
Totals	\$2,904,948.00	\$200,070.10	\$3,105,018.10

PHASE I
ADDISON CIRCLE - PUBLIC INFRASTRUCTURE
SECOND COST RECONCILIATION
SEPTEMBER 6, 1996

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Water Tower Site Restoration Allowance		\$15,000	\$15,000
Tree Lighting Phase I Allowance		\$76,500	\$76,500
Subtotal Phase I	\$4,499,800	\$765,774	\$5,265,574
Other Items			
Offsite Utilities (Sewer & Drainage)	\$88,389		\$88,389
Phase II Utilities (Sewer & Drainage)	\$103,701		\$103,701
Phase II Streetscape	\$89,500		\$89,500
Phase II Lights from Rotary to railroad on the eastside of Quorum	\$26,600		\$26,600
Subtotal Phase II/Offsite	\$308,190	\$0	\$308,190
Totals	\$4,807,990	\$765,774	\$5,573,764

1995 BOND SALE SUMMARY

SEPTEMBER 12, 1996

PARKS BONDS

Bosque Park \$500,000

GENERAL OBLIGATION BONDS

Quroum Drive (Addison Circle) \$928,000

Mildred (Addison Circle) \$280,000

Street R-3 (Addison Circle) \$445,000

Street R-4 (Addison Circle) \$596,000

Mews Street (Addison Circle) \$780,000

Storm Sewer Addison Circle, offsite \$287,000

Landmark Wellington Center Connection \$1,400,000

South Midway Drainage \$1,100,000

Contingency \$295,000

Subtotal General Obligation Bonds \$6,111,000

Subtotal Park Bonds \$500,000

Total 1995 Bond Sale \$6,611,000

**ADDISON CIRCLE PHASE I
PUBLIC INFRASTRUCTURE
FUNDING SUMMARY
SEPTEMBER 13, 1996**

Bosque Park	\$500,000	1995 Park Bonds
	\$35,000	General Funds
Quorum Drive	\$928,000	1995 G.O. Bonds
Mildred	\$280,000	1995 G.O. Bonds
Street R - 3	\$445,000	1995 G.O. Bonds
Street R - 4	\$596,000	1995 G.O. Bonds
Mews Street	\$780,000	1995 G.O. Bonds
Rotary Park	<u>\$965,000</u>	General Fund
TOTAL	\$4,529,000	

SCHEDULE FOR PARKS AND
OPEN SPACE IMPROVEMENTS
ADDISON URBAN DISTRICT
JUNE 21, 1995

	MINIMUM ALLOWANCE	MAXIMUM ALLOWANCE
1.) Quorum Rotary (0.58 Ac)	870,000	1,000,000
2.) Bosque Park (0.96 Ac)	500,000	570,000
SUBTOTAL PHASE I	1,370,000	1,570,000
3.) Quorum North Park (0.69Ac)	290,000	300,000
4.) East Mildred Open Space (1.13 Ac)	580,000	640,000
5.) Mews Park (1.43 Ac)	650,000	700,000
SUBTOTAL PHASE II	1,520,000	1,640,000
TOTAL	2,890,000	3,210,000

Estimates include all costs associated with bid document preparation, construction, inspection, utility service, etc. necessary to complete the parks.

1995 BOND SALE SUMMARY

SEPTEMBER 12, 1996

PARKS BONDS

Bosque Park	\$500,000
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GENERAL OBLIGATION BONDS

Quroum Drive (Addison Circle)	\$928,000
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Storm Sewer Addison Circle, offsite	\$287,000
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Landmark Wellington Center Connection	\$1,400,000
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South Midway Drainage	\$1,100,000
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Contingency	\$295,000
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Subtotal General Obligation Bonds	\$6,111,000
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Subtotal Park Bonds	<u>\$500,000</u>
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Total 1995 Bond Sale	\$6,611,000
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**ADDISON CIRCLE PHASE I
PUBLIC INFRASTRUCTURE
FUNDING SUMMARY
SEPTEMBER 13, 1996**

Bosque Park	\$500,000	1995 Park Bonds
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TOTAL	\$4,529,000	

COPY

ADDISON URBAN CENTER
COST PROJECTIONS OF
INFRASTRUCTURE IMPROVEMENTS

06/22/95

PHASE I

ITEM	BASE COST	EXCESS COST	TOTAL COST
Quorum Drive (1650 L.F.)	\$464,000	\$464,000	\$928,000
Mildred West of Quorum (3611 L.F.)	\$140,000	\$140,000	\$280,000
Quorum Rotary Open Space (0.58 Ac)	\$468,000	\$468,000	\$936,000
Bosque Park (0.96 Ac)	\$0	\$535,000	\$535,000
Street R - 3 (425 L.F.)	\$0	\$445,000	\$445,000
Street R - 4 (575 L.F.)	\$0	\$596,000	\$596,000
Street M - 1 (680 L.F.)	\$0	\$780,000	\$780,000
TOTALS	\$1,072,000	\$3,428,000	\$4,500,000

SPECTRUM

PHASE II

ITEM	BASE COST	EXCESS COST	TOTAL COST
Quorum Drive (2075 L.F.) (1/2 of street)	\$260,000	\$260,000	\$520,000
Mildred East of Quorum (419 L.F.) (West of Spectrum)	\$159,000	\$159,000	\$318,000
Spectrum (1275 L.F.)	\$182,000	\$182,000	\$364,000
East Mildred Open Space (1.13 Ac)	\$305,000	\$305,000	\$610,000
Quorum North Park (0.69 Ac)	\$0	\$295,000	\$295,000
Mews Park (1.43 Ac)	\$0	\$675,000	\$675,000
R - 2 (525 L.F.)	\$0	\$270,000	\$270,000
R - 3 (400 L.F.)	\$0	\$205,000	\$205,000
R - 4 (630 L.F.)	\$0	\$322,000	\$322,000
R - 5 (325 L.F.)	\$0	\$166,000	\$166,000
M - 2 (1275 L.F.)	\$0	\$624,000	\$624,000
Mildred east of Spectrum (590 L.F.)	\$0	\$131,000	\$131,000
TOTALS	\$906,000	\$3,594,000	\$4,500,000

Note: The above cost projections include costs for private utilities, engineering, special plan review, independent inspection and construction costs associated with Phases I and II of the Urban Center.

06/22/95

Example 1. Default during Phase I.

Council approves Development Plan for 500 dwelling units; Gaylord and Columbus default after certificates of occupancy have been issued for 250 units.

Excess costs = \$3.428 million.

Gaylord and Columbus liability = \$3.428 million, reduced by $250/1,500 \times \$3.428$ million (16.6% reduction), = \$2.8566 million.

Example 2. Default during Phase II (less than 1,000 dwelling units have received certificate of occupancy approval).

Gaylord and Columbus construct 500 dwelling units in phase I, defaults after certificates of occupancy have been issued for 400 dwelling units in Phase II.

Cumulative excess costs for Phase II = \$1 million

Gaylord and Columbus liability = \$1 million, reduced by $(500 + 400)/1,500 \times \1 million (60% reduction), = \$400,000.

Example 3. Default during Phase II (at least 1,000 dwelling units have received certificate of occupancy approval).

Gaylord and Columbus construct 1000 dwelling units in Phases I and II, defaults after certificates of occupancy have been issued for 100 of 200 dwelling units approved in the Development Plan for the next subphase of Phase II.

Excess costs for the subphase = \$500,000.

Gaylord and Columbus liability = \$500,000, reduced by $100/200 \times \$500,000$ (50% reduction) = \$250,000.

SCHEDULE FOR PARKS AND
OPEN SPACE IMPROVEMENTS
ADDISON URBAN DISTRICT
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INFRASTRUCTURE IMPROVEMENTS

06/22/95

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06/22/95