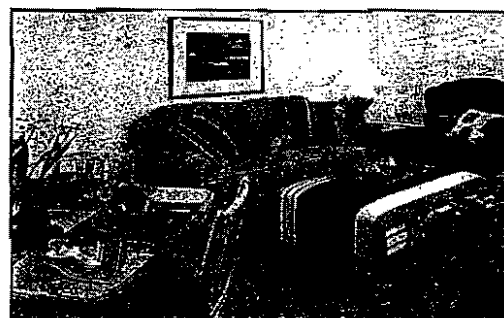


2000-1 Addison Circle

1995-1996 Columbus Realty Correspondence

Realty

Resident communal areas feature several outdoor facilities - including this poolside gazebo.



Ascension Point II interiors boast spacious floor plans and designer features.

Fully-equipped kitchens, each contain windows overlooking courtyards or bluff views.



Residents are provided a fully-equipped fitness center adjacent to the heated spa and pool.

TRUST MANAGERS OF COLUMBUS REALTY TRUST

Richard L. Bloch
Chairman of the Board

Robert L. Shaw
Chief Executive Officer

Will Cureton
Chief Operating Officer

Gregg L. Engles

Jack Kemp

James C. Leslie

Hugh G. Robinson

Roger T. Staubach

GENERAL INFORMATION

Principal Office
15851 Dallas Parkway, Suite 855
Dallas, Texas 75248
214/387-1492 Fax: 214/770-5109

Stock Listing
New York Stock Exchange
Symbol: CLB

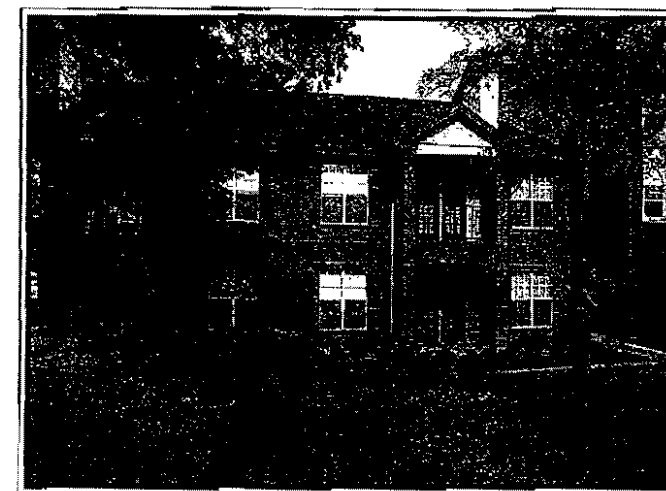
Transfer Agent
Bank of Boston
Investor Relations Department
P.O. Box 644
Mail Stop 45-02-09
Boston, MA 02102-0644
800/730-6001 Fax: 617/575-2665

Member,
National Association of Real Estate Investment Trusts
(NAREIT)

R E A L T Y T R U S T



R E A L T Y T R U S T



Ascension Point II

We are pleased to report for the third quarter of 1995 the following developments:

Funds from operations and earnings

Funds from operations for the third quarter of 1995 totaled \$5,174,000 or \$0.45 per share versus \$4,299,000 or \$0.41 per share reported in the third quarter of 1994. Same property residential net operating income (NOI) increased 5.7% during the quarter over last year, due to collected rental income increasing 4.5% and operating expenses increasing only 2.5%.

The 9.8% increase in funds from operations per share over last year was achieved as a result of the same store performance and the addition of 1,008 completed residential units to the Company's portfolio between September 30, 1994 and 1995, bringing the total number of completed units to 4,542. Average economic occupancy on the residential properties also increased to 96.8% during the third quarter of 1995 from 95.2% during the same quarter last year, reflecting the strength of our submarkets and our success in achieving one of the Company's goals of operating at the highest occupancy possible.

Columbus Realty Trust's core strategies include achieving significant operating efficiencies through ownership of a dense concentration of units in our various submarkets. Our success toward this goal is reflected in the ratio of operating expenses to revenues, which we believe to be among the best in the residential sector. Our results for the comparable third quarters of 1995 and 1994, respectively, are as follows:

	Three months ended September 30, 1995	Three months ended September 30, 1994
Total revenues	100.0%	100.0%
Property operating expenses	32.8%	33.5%
Net operating income	67.2%	66.5%
General and administrative expenses	4.4%	5.6%
Net operating cash flow*	62.8%	60.9%

*Excludes interest and non-cash expenses.

1995
3rd Quarter Report

New developments

In the third quarter of 1995, the Company completed construction and lease-up of the 86-unit Ascension Point Phase II Apartments in Arlington, Texas (see photos). The property is currently 98% leased and 95% occupied. The successful lease-up of the property parallels the performance of the 204-unit Trace II apartment community and the 300-unit Uptown Village Apartments, both of which were delivered earlier this year and are effectively fully leased and occupied. Uptown Village was recently awarded The 1995 Urban Design Award sponsored by The City of Dallas Urban Design Advisory Committee. This is the second consecutive year a Columbus property has won this prestigious award.

The Company also has under construction six properties consisting of an additional 1,381 units in the Dallas-Fort Worth area, which are summarized in the following table:

Property	No. of Units	Construction Completion Date
The Abbey	34	4th Qtr. 1995
Winsted Village	315	1st Qtr. 1996
The Vineyard	116	1st Qtr. 1996
Hackberry Creek II	192	1st Qtr. 1996
Columbus Square	220	2nd Qtr. 1996
Columbus Shore	504	4th Qtr. 1996
Total	1,381	

Financing and capital resources

The Company maintains a \$170 million, floating rate, credit facility with several participating lenders, which matures on December 31, 1997. The credit facility is viewed by the Company as bridge financing for its development and acquisition activities, to be replaced with either permanent equity or long-term, fixed-rate debt when market conditions are favorable for such placement.

As part of this strategy, on November 13, 1995, the Company closed on a \$50 million, 7.45% fixed-rate loan from Nationwide Life Insurance Company. The loan will mature in seven years with a 25 year principal amortization schedule, and is collateralized by eight properties formerly securing the credit facility loan. The Company used the proceeds to retire an equivalent amount of outstanding debt under the credit facility, simultaneously releasing the properties included as collateral for the Nationwide loan. The placement of this loan fixes our cost on this portion of our debt at a level below our current average property yield on cost, and reduces our exposure to future interest rate volatility.

Dividends

The Board of Trust Managers declared a dividend of \$0.375 payable to shareholders of record on October 2, 1995. The dividend was paid on October 16, 1995.

Dividend reinvestment and share purchase plan

The Company now offers its shareholders the ability to reinvest their cash dividends in Common Shares of Columbus Realty Trust and/or to make additional cash payments on the reinvestment date for the purchase of additional shares, with certain limitations. Both methods of investment allow our shareholders to acquire the additional shares at a 5% discount to the closing market price on the dividend payment date. If you are interested in participating in this plan, please complete and mail the attached, postage paid card, or contact J. Michael Lewis at (214) 387-1492 for further information.

Transfer Agent


Effective September 25, 1995, the Company retained Bank of Boston to serve as Transfer Agent and administrator of the Company's Dividend Reinvestment and Share Purchase Plan. All inquiries regarding these services should now be directed to Bank of Boston at the address and phone number shown on the reverse of this brochure.

Columbus Realty Trust's goal is to lead the industry by having the best properties, with the finest associates, exceeding our customers' expectations in innovative and cost efficient ways. This is the vision and the goal that guides us every day in our strategies and decisions, and which we believe will build value in your Company.

Thank you for your continuing support. We welcome any comments or suggestions for your Company, and invite you to contact us should you care to tour any of your new Columbus communities.



Robert L. Shaw
Chief Executive Officer



Will Cureton
Chief Operating Officer

November 13, 1995

(in thousands, except share data)
(unaudited)

	As of September 30, 1995	As of December 31, 1994
Assets		
Real estate:		
Land	\$ 46,041	\$ 44,605
Buildings and improvements	231,342	198,888
Furniture, fixtures, and equipment	4,287	3,828
Construction-in-progress	<u>33,047</u>	<u>20,465</u>
	314,717	267,786
Less accumulated depreciation	<u>(29,302)</u>	<u>(22,760)</u>
	285,415	245,026
Cash and cash equivalents		
Accounts receivable	3,524	4,943
Receivables from affiliates	764	468
Deferred assets, net of accumulated amortization	119	195
Deferred financing costs, net of accumulated amortization	467	476
Other assets	1,356	1,571
	<u>2,799</u>	<u>691</u>
Total assets	<u>\$294,444</u>	<u>\$253,370</u>
Liabilities and Shareholders' Equity Liabilities:		
Notes payable	\$ 122,486	\$ 79,324
Accrued dividends	4,312	4,280
Accounts payable and accrued expenses	3,982	1,912
Accrued interest	430	243
Accrued property taxes	3,608	4,172
Tenant security deposits	1,241	1,079
Prepaid rent	426	501
Total liabilities	136,485	91,511
Shareholders' equity:		
Preferred shares, \$.01 par value; 10,000,000 shares authorized; none issued or outstanding	—	—
Common shares, \$.01 par value; 100,000,000 shares authorized; 11,498,747 and 11,413,284 shares issued, respectively	115	114
Additional paid-in capital	175,612	174,299
Retained earnings (deficit)	<u>(12,762)</u>	<u>(12,548)</u>
	157,965	161,865
Less 900 common shares in treasury, at cost	<u>(6)</u>	<u>(6)</u>
Total shareholders' equity	<u>157,959</u>	<u>161,859</u>
Total liabilities and shareholders' equity	<u>\$294,444</u>	<u>\$253,370</u>

	Three months ended September 30, 1995	Three months ended September 30, 1994
Units completed and stabilized (end of period)	4,542	3,534
Units under development (end of period)	1,381	590
Average economic occupancy	96.8%	95.2%

(in thousands, except share and per share data)
(unaudited)

	Three months ended September 30, 1995	Three months ended September 30, 1994	Nine months ended September 30, 1995	Nine months ended September 30, 1994
Revenue:				
Rental income	\$10,103	\$7,866	\$28,753	\$20,618
Property management - third party	115	171	409	486
Interest and other	450	342	1,191	892
Total revenue	\$10,668	\$8,379	\$30,353	\$22,001
Expenses:				
Repairs and maintenance	840	673	2,304	1,668
Other property operating	541	405	1,449	1,053
Advertising	151	124	409	261
General and administrative - properties	700	597	2,048	1,521
General and administrative - corporate	466	472	1,532	1,637
Real estate taxes	1,271	1,003	3,700	2,587
Interest	1,525	806	4,040	2,046
Interest related to amortization of deferred financing costs	139	55	413	260
Depreciation and amortization	2,385	1,786	6,771	4,702
Total expenses	\$ 8,018	\$5,921	\$22,666	\$15,735
Net income	\$ 2,650	\$2,458	\$ 7,687	\$ 6,266
Funds from operations, as adjusted				
PER SHARE DATA:				
Net income per common share	\$0.23	\$0.23	\$0.67	\$0.67
Funds from operations per common share, as adjusted	\$0.45	\$0.41	\$1.29	\$1.23
Weighted average number of common shares outstanding ('000's)	11,574	10,561	11,531	9,297
Net income				
Depreciation and amortization	2,385	1,786	6,771	4,702
Interest related to amortization of deferred financing costs	139	55	413	260
Non-cash compensation expense	—	—	—	245
Funds from operations, as adjusted	\$5,174	\$4,299	\$14,871	\$11,473

We are pleased to report for the third quarter of 1995 the following developments:

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Net operating income	67.2%	66.5%
General and administrative expenses	<u>4.4%</u>	<u>5.6%</u>
Net operating cash flow*	62.8%	60.9%

*Excludes interest and non-cash expenses.

I am interested in participating in the Columbus Realty Trust Dividend Reinvestment and Share Purchase Plan.
Please send me information and authorization forms.

Name

Street Address

City/State/Zip Code

()

Daytime Phone

Please check one:

I own shares directly in my name.

I own shares through a brokerage firm.

I own shares both directly and through
a brokerage firm.

October 1, 1997

Mr. John Baumgartner
Director of Public Works
Town of Addison
16801 Westgrove
Addison, Texas 75248

VIA FACSIMILE
AND HAND DELIVERY

RE: Addison Circle Phase II Infrastructure

Dear John:

Per our conversation today, you have agreed to issue notice to proceed today to North Texas Utilities for Phase II of Addison Circle infrastructure. Columbus Realty Trust Agrees that if Phase II of Addison Circle does not come to fruition within six months to reimburse the Town of Addison all costs incurred with this contract.

Sincerely,

Bryant Nail ^{KAN}

Bryant Nail
Vice President, Development

c: Mark Brandenburg

MEMORANDUM

TO: RON WHITEHEAD, CITY MANAGER
FROM: BRYANT NAIL, COLUMBUS REALTY TRUST
DATE: July 13, 1995
RE: Addison Urban Center - Phase I & II
Engineering & Landscape Architecture Contract

Eng + Lndscp. Arch.
Contract

We have refined the proposed fees for engineering services during discussions with John Baumgartner as follows:

The proposed fee for Phase I is \$223,400.00 and for Phase II is \$340,000.00 The charges to the proposal you received on June 23, 1995 are as follows:

	<u>Phase I</u>	<u>Phase II</u>
Surveying & Traffic Items	<2,400>	
<u>Basic Roadway & Streetscape Design</u>	<5,000>	<20,000>
	<7,000>	<20,000>

Also, the Phase I scope of work was amended to included the west side of Quorum, south to the railroad track.

We are requesting the council approve the proposals as amended above and authorize Columbus Realty Trust to execute an agreement with Huitt-Zollars, Inc. for Phase I & Phase II for an estimated fee of \$563,000. plus estimated reimbursables of 20,500.

I am also attaching the engineering evaluations which we discovered a typographical error in tabulation of the scores. This error has no substantive effect on the selection.

If you have any questions or require any additional information, please do not hesitate to confer with me.

Thanks!

26-2

**Columbus Realty Trust
Evaluation Criteria For Engineering
And Landscape Architecture**

Summary

Consultant	1	2	3	4	5	6	7	8	9	TOTAL	RATE
Lockwood Andrews & Newman, Inc.	300	160	270	150	400	180	180	n/a	n/a	1800	64%
Half Associates, Inc.	350	160	270	240	400	120	200	n/a	n/a	1900	68%
Huitt-Zollars, Inc.	400	360	270	270	400	180	180	n/a	n/a	2060	74%

**Columbus Realty Trust
Evaluation Criteria For Engineering
And Landscape Architecture**

Requirements	Points	Multiplier	Score	Comments
<p>Lockwood, Andrews & Newman, Inc. Stemmons Tower North, Suite 1200 2710 North Stemmons Freeway Dallas , Texas 75207 214/630-141(Phone) & 214/638-5625 (Fax)</p>				
<p>1. The firm's experience in successfully performing assignments of similar scope and size for others within the last three (3) years by personnel still on the firm's staff. This evaluation will be heavily weighted on experience in urban areas with high quality pedestrian oriented environments dealing with a mix of uses (predominately urban housing, town and neighborhood parks, and streetscape programs). Also, demonstrate experience in the design of a modern roundabout.</p>	<p>0-10 (6)</p>	<p>50</p>	<p>300</p>	<ul style="list-style-type: none"> • Good experience with urban parks • No experience with urban housing • No roundabout experience
<p>2. The professional background of proposed project personnel and their experience in engineering, surveying and landscape architecture (as appropriate), of the firm's staff as an indication of ability, as well as the size and related experience to provide the desired service. If a team is submitted, demonstrate past experience of team projects, and abilities of each firms key personnel in working on these projects, and proposed firm's past projects that they have worked together as a team.</p>	<p>0-10 (8)</p>	<p>40</p>	<p>160</p>	<ul style="list-style-type: none"> • Same comments as above • Little public work
<p>3. Demonstrate ability to: complete projects on schedule and within budget, current and future workload; availability of sufficient finances and other resources to accomplish the assignment within the time allowed; and the ability to provide continuing service.</p>	<p>0-10 (9)</p>	<p>30</p>	<p>270</p>	<ul style="list-style-type: none"> • Good track history regarding scheduling and estimating
<p>4. The firm's experience in successfully completing work on public/private project ventures.</p>	<p>0-10 (5)</p>	<p>30</p>	<p>150</p>	<ul style="list-style-type: none"> • Good public experience • Little public/private work
<p>5. Location of main office and/or branch office that will provide services and experience in the local area.</p>	<p>0-10 (10)</p>	<p>40</p>	<p>400</p>	

6. Management approach to projects.	0-10 (9)	20	180	
7. Technical approach to projects.	0-10 (9)	20	180	
8. Client references for similar projects.	0-10	20	n/a	
9. Oral presentation (or interview) (shortlisted firms only, if necessary).	0-10	20	n/a	
POSSIBLE TOTAL	90	⇒⇒⇒	2800	
CONSULTANT SCORE	56	⇒⇒⇒	1800	

**Columbus Realty Trust
Evaluation Criteria For Engineering
And Landscape Architecture**

Requirements	Points	Multiplier	Score	Comments
<p>Half Associates, Inc. 8616 Northwest Plaza Drive Dallas, Texas 75225 214/739-0094 (Phone) & 214/739-0095 (Fax)</p>				
<p>1. The firm's experience in successfully performing assignments of similar scope and size for others within the last three (3) years by personnel still on the firm's staff. This evaluation will be heavily weighted on experience in urban areas with high quality pedestrian oriented environments dealing with a mix of uses (predominately urban housing, town and neighborhood parks, and streetscape programs). Also, demonstrate experience in the design of a modern roundabout.</p>	0-10 (7)	50	350	<ul style="list-style-type: none"> • No mid-density urban mixed use experience with housing • Good masterplanning experience but mostly on single family subdivisions • Few streetscape or urban pedestrian oriented projects • Some roundabout experience
<p>2. The professional background of proposed project personnel and their experience in engineering, surveying and landscape architecture (as appropriate), of the firm's staff as an indication of ability, as well as the size and related experience to provide the desired service. If a team is submitted, demonstrate past experience of team projects, and abilities of each firm's key personnel in working on these projects, and proposed firm's past projects that they have worked together as a team.</p>	0-10 (8)	40	160	<ul style="list-style-type: none"> • Project personnel have good engineering background experience • same comments as above
<p>3. Demonstrate ability to: complete projects on schedule and within budget, current and future workload; availability of sufficient finances and other resources to accomplish the assignment within the time allowed; and the ability to provide continuing service.</p>	0-10 (9)	30	270	<ul style="list-style-type: none"> • Good project track history of scheduling and estimating
<p>4. The firm's experience in successfully completing work on public/private project ventures.</p>	0-10 (8)	30	240	<ul style="list-style-type: none"> • Good public/private experience
<p>5. Location of main office and/or branch office that will provide services and experience in the local area.</p>	0-10 (10)	40	400	
<p>6. Management approach to projects.</p>	0-10 (6)	20	120	<ul style="list-style-type: none"> • Some confusion to management approach

Requirements	Points	Multiplier	Score	Comments
7. Technical approach to projects.	0-10 (10)	20	200	• Good thorough technical approach
8. Client references for similar projects.	0-10	20	n/a	
9. Oral presentation (or interview) (shortlisted firms only, if necessary).	0-10	20	n/a	
POSSIBLE TOTAL	90	⇒⇒⇒	2800	
CONSULTANT SCORE	60	⇒⇒⇒	1900	

**Columbus Realty Trust
Evaluation Criteria For Engineering
And Landscape Architecture**

Requirements	Points	Multiplier	Score	Comments
Huitt-Zollars 3131 McKinney Ave., Suite 600, LB-105 Dallas, Texas 75204 214/871-3311 (Phone) & 214/871-0757 (Fax)				
1. The firm's experience in successfully performing assignments of similar scope and size for others within the last three (3) years by personnel still on the firm's staff. This evaluation will be heavily weighted on experience in urban areas with high quality pedestrian oriented environments dealing with a mix of uses (predominately urban housing, town and neighborhood parks, and streetscape programs). Also, demonstrate experience in the design of a modern roundabout.	0-10 (8)	50	400	<ul style="list-style-type: none"> • Good varied mixed use, mid-density experience in pedestrian oriented environment • Good roundabout expert as part of the team • Good urban park experience, especially in Addison
2. The professional background of proposed project personnel and their experience in engineering, surveying and landscape architecture (as appropriate), of the firm's staff as an indication of ability, as well as the size and related experience to provide the desired service. If a team is submitted, demonstrate past experience of team projects, and abilities of each firm's key personnel in working on these projects, and proposed firm's past projects that they have worked together as a team.	0-10 (9)	40	360	<ul style="list-style-type: none"> • The team has good technical experience and has, with the exception of the roundabout consultant, worked together numerous times for several developers on similar projects • The team has good technical experience
3. Demonstrate ability to: complete projects on schedule and within budget, current and future workload; availability of sufficient finances and other resources to accomplish the assignment within the time allowed; and the ability to provide continuing service.	0-10 (9)	30	270	<ul style="list-style-type: none"> • Good track history of scheduling and budget estimating
4. The firm's experience in successfully completing work on public/private project ventures.	0-10 (9)	30	270	<ul style="list-style-type: none"> • Team has worked together on public/private ventures for three different developers
5. Location of main office and/or branch office that will provide services and experience in the local area.	0-10 (10)	40	400	
6. Management approach to projects.	0-10 (9)	20	180	

Requirements	Points	Multiplier	Score	Comments
7. Technical approach to projects.	0-10 (9)	20	180	
8. Client references for similar projects.	0-10	20	n/a	
9. Oral presentation (or interview) (shortlisted firms only, if necessary).	0-10	20	n/a	
POSSIBLE TOTAL	90	⇒⇒⇒	2800	
CONSULTANT SCORE	63	⇒⇒⇒	2060	

REC'D DEC 30 1996

R E A L T Y T R U S T

December 20, 1996

John Baumgartner
Town of Addison, Service Center
16801 Westgrove
Addison, Texas 75248

Re: Addison Circle
Tree well electrical outlets

Dear John:

As you know, Columbus was the proponent of placing electrical outlets in each tree well in order to have the ability to place lights in trees and to use for various street activities. We have installed these outlets in all of our Uptown projects as well as Las Colinas.

In a recent portfolio review with our property management division, we discovered that we had overdone this detail. We are not using these outlets except in certain areas. These areas are the main street of each development and special activity areas.

With this in mind, I would propose that we not install these outlets on the residential streets and mews at Addison Circle. I do feel that we need them on Quorum, Addison Circle (Mildred) and around the park for street festivals and such.

I feel this reconfiguration will not only save capital dollars but will reduce maintenance of those facilities for the Town of Addison.

Please call to discuss.

Sincerely,



Bryant Nail

BN/nb

C O L U M B U S
R E A L T Y T R U S T
C O N S T R U C T I O N

ADDISON CIRCLE ONE / GENERAL PARTNER

SPECIAL EVENTS MEETING
CHRISTMAS TREE
MINUTES
11/5/96

Attendees: Judy Boles / CRT , Bill Barnes / CRT , Heather Wade / CRT , David Myers / Huitt-Zollars , Mark Pearson / Gibson Associates , Jimmy Duty / Intercities Electric

I. Tree Facts

A. Per Judy:

1. We will be receiving a 40' Blue Spruce from Michigan, with a 24" diameter base.
2. The Tree will be delivered by Fred Pyse on Tuesday, November 26, 1996, installed on the same date and removed on or about January 2, 1996.
3. Paul Shaw wants the base of the tree to be ready to set by November 20th.
4. There will be no decorations on the Tree, the Prop Department with the Theater will provide large Plywood boxes with Plaid Ribbon to go under it.
5. A ramp may be needed to install the Tree as the earth may be too soft and the Cherry Picker or Crane may sink, they may also need it to install the lights.
6. Mark with Gibson says if we can wait until November 18th. to set the base he should be ok as far as taking all of the measurements he needs.
7. Judy will check to see when the Tree was actually cut so we know how much of a Fire hazard it will be and how much water it is probably going to need.

II. Tree Lights

- A. Bread & Butter Co., KC Ofshe may be reached at (214)82-GREEN will provide , install, and remove 2000 to 2700 C-7 lights that are probably 240V at 80-100 AMP. They will use a Cherry Picker to install the lights, we may have to close Quorum to do it and we don't know how long it will take.
- B. Jimmy Duty with Intercities Electric will install a Temporary Power Pole with meter, timer and connect the lights and will get a cost of it to Judy.

C O L U M B U S
R E A L T Y T R U S T
C O N S T R U C T I O N

- C. Laura and Robert want the lights to start on December 1, 1996, Robert wants to see the lights from the Tollway.
- D. Jimmy wants to do a test run before the Tree Lighting Ceremony, should be ok if lights start on December 1st.
- E. Bill will check with John Baumgartner with the city to give us a Permit rather than paying for one.
- F. David and Mark said that the gas company would best know where the Electrical Sleeves are running.
- G. Jimmy is thinking about putting the meter, timer, and light connections on a 3 X 3 sheet of Plywood under one of the presents.

III. Tree Lighting Ceremony

- A. Will be on Friday, December 8th. from 4:00 PM till 7:00 PM sponsored by the Town of Addison.
- B. They have invited about 7,000 people knowing that at least 500 will show up.
- C. There will be 2 showings of the Play "Forever Plaid" as well.
- D. We need one switch to throw to light the Tree at the ceremony.
- E. Mildred will still be closed and we may have to close Quorum and there will possibly be Carriage Rides .

IV. Cost

- A. Tie Downs & Cable: Will Paul with Fred Pyse furnish and cover cost ? Bill is checking.
- B. Base: Bill will install 24" Galvanized pipe with concrete under and around it with 4 Guy wires and Addison Job will probably cover cost ?
- C. Tree: Will cost \$ 4,350.00, Judy thinks that Laura is picking up cost but is not sure.
- D. Lites: Will cost \$ 4,400.00 to buy and install, we will save about \$ 1,000.00 next year as we wont have to buy them if they are savable, Judy thinks that Laura will pick up the cost as well ?
- E. Electric Bill: Addison job will probably pick up ?
- F. Water Bill: If water needs to be run to Tree Addison job may pick up cost but not sure yet as we would need a Meter ? If the Tree has been recently cut then it wont need much water and Bill will get his guys to do it.
- G. Permit: Hopefully free, Bill will check with John
- H. Mulch: Laura and Robert want Mulch around the base so people can walk around it and the presents wont get dirty, Judy will check with Laura to see if she is going to pay for it ?

Post-it Fax Note	7871	Date	12-1-94	# of pages	1
To	RICHARD COAH	From	Lia JAYNES		
Co./Dept.		Co.	CO. ST. LIGHTS		
Phone #	770-5190	Phone #	678-3272		
Fax #	770-5147	Fax #	678-3292		

UPTOWN VILLAGE

STANDARD 150W HPS ON 25' POLE WOULD REQUIRE 8 LIGHTS TO LIGHT THIS DEV. TU WILL CREDIT \$606 EA FOR 8 LTS FOR URD.

THE DEVELOPER'S PROPOSAL IS FOR 50 LIGHTS
50 - 8 = 42 LIGHTS OVER STANDARD DESIGN

INSTALLATION COST

$$(50 \text{ LIGHTS}) (\$1469/\text{LT}) = \$73,450$$

$$(8 \text{ LIGHTS}) (\$606/\text{LT}) = -4,848 \text{ URD CREDIT}$$

$$\boxed{\$68,602 \text{ TO TU ELECTRIC}}$$

PHONE (904) 737-TREE
 FAX (904) 737-3457

ORDER CONFIRMATION

SKINNERS WHOLESALE NURSERY
 Large Container Grown Specimen Trees
 6800 Southpoint Parkway
 Suite 400
 Jacksonville, Florida 32216

DATE 10-17-94
 SALESMAN Frank Young
 ORDER NO. 10022

CONTACT George Hoodler
 CUSTOMER Columbus Realty Trust
 ADDRESS 15851 Dallas Pkwy Suite 855
Dallas, TX 75248

PHONE 214-770-5172
 JOB NAME Uptown Village
 PO.# _____

QUANTITY	SIZE	VARIETY	DELIVERY DATE	*PRICE PER	*FREIGHT PER	TOTAL PER	TOTAL
44	200	Shumardi Oak	1-30-95	550.00	175.00	725.00	31,900.00
38	200	Live Oak	1-30-95	550.00	175.00	725.00	27,550.00
<p>cut prices to 82 trees @ 675⁰⁰ = 55,248</p>							
							59,450

*PRICE DOES NOT INCLUDE SALES TAX. IT WILL BE ADDED, IF APPLICABLE, AT TIME OF INVOICING.

UPTOWN VILLAGE LANDSCAPE PLANTING PROPOSAL

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
44	RED OAKS 200 GAL (LABOR ONLY)	400.00	17600.00
38	LIVE OAKS 200 GAL.(LABOR ONLY)	400.00	15200.00
37	FOSTER HOLLY 5" CAL.	900.00	33300.00
24 22	BALD CYPRESS 100 GAL.	600.00	7200.00 14400
440	DWARF YAUPON HOLLY 1 GAL.	5.00	2200.00
TOTAL			78500.00 =====
			82700

TREES 82700
 - 45100

 127800

\$1075/tree

PAVER CONSTRUCTION CO., INC.

PH. METRO 214-298-2248
P.O. BOX 1087
CEDAR HILL, TEXAS 75104

PROPOSAL

0979

Attn: George Hoobler

PROPOSAL SUBMITTED TO		PHONE	DATE
Columbus Realty and Trust		214-770-5172	August 17, 1994
ADDRESS		JOB NAME	
15851 Dallas Parkway, Suite 855		The Uptown Village Apartments	
CITY, STATE AND ZIP CODE		JOB LOCATION	
Dallas, Texas 75248		Routh Street, Dallas, Texas	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and amounts for:

EXTERIOR SIDEWALK Footage

1. Install approximately 31,818 square feet of Chicago Brick
2. Portland cement stabilization of sub-base 1 bag/40 sq. ft.
3. Two inches bedding sand and portland - sand joint mix.
4. Concrete toe edge restraint w/rebar where required. - *Turn to the back*
5. One year warranty on all workmanship.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: -

Fifty four thousand ninety dollars and no/100..... dollars (\$ 54,090.00)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be assessed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Randy Miller V. Pres
Paver Construction Co., Inc.

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature [Signature]

PAVER CONSTRUCTION CO., INC.

PH: METRO 214-299-2246
P.O. BOX 1087
CEDAR HILL, TEXAS 75104

PROPOSAL

0978

Attn: George Hoobler

PROPOSAL SUBMITTED TO	PHONE	DATE
Columbus Realty and Trust	214-770-5172	August 17, 1994
FEET	JOB NAME	
15851 Dallas Parkway, Suite 855	The Uptown Village Apartments	
CITY, STATE AND ZIP CODE	JOB LOCATION	
Dallas, Texas 75248	Routh Street, Dallas, Texas	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:
INTERIOR AND PARKING LOT FOOTAGE

1. Install approximately 31,956 square feet Chicago Brick to plans and spec.
2. Portland cement stabilization of sub-base 1 bag/40 sq. ft.
3. Two inches bedding sand and portland sand joint sand.
4. Concrete toe edge restraint w/rebar where required.
5. One year warranty on all workmanship.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of—

Fifty four thousand three hundred twenty five dollars and no/100... dollars (\$ 54,325.00)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be assessed only upon written orders, and will become an extra charge over and above the estimate. All symptoms contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Randy Miller, V. President
Paver Construction Co., Inc.
Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature ✓

PURCHASE ORDER

Purchase Order Number: 007 Project Number: 1903
 Project Name: UPTOWN VILLAGE Date: June 22, 1994
 (The above must appear on all invoices.)

Seller: Metro Brick Co.
 15301 Addison Road
 Dallas, TX 75248

Purchaser: Columbus Realty Trust Deliver or Install at: Uptown Village Apt.
 15851 N. Dallas Parkway 2121 Routh Street
 Suite #855 Dallas, TX 75204
 Dallas, TX 75248

Delivery Only Deliver, Unpack, Set up Install

Terms: Invoice received on 25th Delivery or Installation Date: July 1, 1994
 paid by 10th

Special Instructions: Price to be guaranteed up to 400,000 brick (Will write separate P.O. for additional brick. This is the first of two orders). Any brick unacceptable (soft reds etc.) can be culled out, restacked, and returned for full credit.

Mall invoice in two (2) copies to Purchaser.

Advise Purchaser immediately if Delivery or Installation will be delayed.

Please enter the following Order, subject to the Instructions, Terms and Conditions stated herein. No additional or different terms are valid unless expressly agreed in writing. This Purchase Order is not valid until signed below by the Purchaser and accepted by the Seller by signing below and returning a signed copy to the Purchaser.

<u>Item No.</u>	<u>Quantity</u>	<u>Description and Instructions</u>	<u>Unit Cost</u>	<u>Total Cost</u>
N/A	259,700	Chicago Antique Pavers	\$235.00/1,000	\$61,029.50
			TAX	<u>\$,034.93</u>
			TOTAL	\$66,064.43

Total cost includes all packing, transportation, storage, delivery and other applicable costs (including unpacking, set-up and installation costs if indicated above) and all applicable taxes unless specifically indicated otherwise. This is not a rental unless specifically stated otherwise.

P.O. By: Robbin V. Varnado O.K. By: George Hoobler
 Robbin V. Varnado George Hoobler

Approved (Purchaser) By: George Hoobler Date: 6-24-94
 Title: VP Construction

Accepted (Seller) By: George Hoobler Date: Oct 23/94
 Title: President

Seller to return Signed Copy to Purchaser

Purchase Order Instructions, Terms and Conditions

1. **Acceptance.** This Purchase Order, which includes only these terms and conditions, the material set forth on the face hereof, and any specifications or other material attached hereto and described on the face hereof, constitutes a binding contract when it is accepted by Seller. No order shall be valid unless signed by the Purchaser. No additions, changes or modification of the Purchase Order shall be binding unless made in writing and signed by an authorized representative of the Purchaser and accepted by Seller.
2. **Changes.** Purchaser reserves the right at any time to make changes. If any such change causes an increase in the cost of or the time required for performance of this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within in ten (10) days from receipt by Seller of the change. Changes in price or time for delivery shall not be binding unless made in writing and signed by an authorized representative of the Purchaser.
3. **Delivery Installation or Both.** Time is of the essence in this contract, and if delivery or installation, as required, of items or rendering of service is to be completed by the time promised, Purchaser reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the Seller with any loss incurred. The Purchaser shall be entitled to recover deposits and other advances made. All merchandise is to be delivered to the Purchaser or installed, as required, at the place specified in this Purchase Order free of all packing and transportation charges unless otherwise specified. The Purchase Order number must appear on packing slips and outside each package.
4. **Inspection.** Materials or equipment purchased hereunder are subject to inspection and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings and data or Seller's warranty (express or implied). Purchaser will charge Seller for the cost of inspecting merchandise rejected. Items not accepted will be returned to Seller at Seller's expense and Seller agrees to accept the same. Payment for any article hereunder shall not be deemed an acceptance thereof.
5. **Warranty.** Seller expressly warrants that all articles, assemblies, parts and materials furnished under this Purchase Order (a) will correspond with the description thereof contained herein and with specifications, if any, attached hereto and made a part hereof (Seller shall carefully study and compare all manufacturer's numbers, quantities, description, special instructions and discrepancies the Seller observes, and shall at once report to the Purchaser any error, inconsistency or omission so discovered); (b) will be free from defects in labor, materials or fabrication; (c) will be free and clear of all liens and encumbrances, Seller hereby warranting to Purchaser good and merchantable title thereto; and (d) will be fit for the use intended by Purchaser. All of said warranties shall survive acceptance and shall run to Purchaser, its successors and assigns, and all of said warranties shall be construed as conditions as well as warranties and are in addition to and not to the exclusion of other warranties, express or implied. *Metro Brick has advised Columbus Realty Trust, Chicago Antiques are not paving brick*
6. **Indemnity.** The Seller agrees to indemnify and hold harmless Purchaser against all claims for damages and expenses arising out of patent controversy and litigation, damages to person or property caused by Seller's negligence or other fault, and damages to person or property arising out of delivery, installation, service, repair and replacement, in connection with the work in the Purchase Order.
7. **Terms.** All invoices are to be sent in triplicate to the Purchaser, and shall contain the information and description regarding the same as set forth above, together with the order numbers and itemized prices, for approval and forwarding to Purchaser. Terms shall be as specified on the first page of this Purchase Order.
8. **Compliance with Laws.** The Seller warrants that all federal, state and local laws and regulations of all governmental and trade authorities, agencies or commissions concerning the manufacture, sale, pricing and labeling of the merchandise purchased herein are complied with, and Seller agrees to indemnify Purchaser against any loss or expense sustained by the Purchaser as the result of noncompliance.
9. **Termination.** Purchaser may at any time terminate this order in whole or in part for convenience of Purchaser or for cause, by written or telegraphic notice, or verbal notice confirmed in writing, and Purchaser shall be entitled to recover all deposits and advances made. Upon termination for convenience of Purchaser, settlement shall be made in accordance with the principles contained in Section 8-706 of the Armed Services Procurement Regulation relating to termination of subcontracts which section, effective on the date hereof, is incorporated herein by reference. If, however, termination is occasioned by Seller's breach of any condition hereof, including breach of warranty, or by Seller's delay, Seller shall not be entitled to any claim of costs or to any profit described in said section, and Purchaser shall have against Seller all remedies provided by law and equity.
10. **Title.** Title to the work will pass to Purchaser upon completion of Seller's obligations with respect to delivery or installation, as required, and risk of loss thereafter is on Purchaser.
11. **Claims.** All claims, disputes and other matters in question between Seller and Purchaser arising out of or relating to this Purchase Order shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This obligation to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

R.B. SH
Metro Brick has advised Columbus Realty Trust, Chicago Antiques are not paving brick

Brick $\frac{\$169,000}{64,000\text{S.F.}} = 2.64/\text{S.F.}$

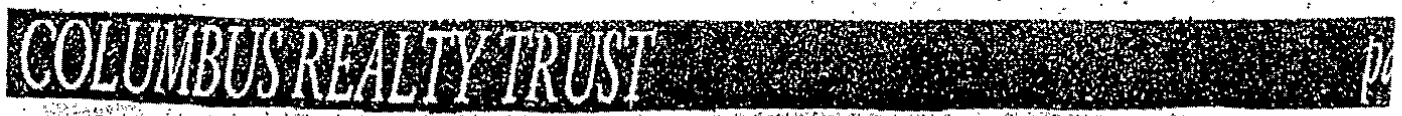
STREET CATEGORY "B" -- PRINCIPAL COLLECTOR (SPECTRUM DRIVE)

Total Length Offsite: 360 LF

Total Length Onsite: 1560 LF

ITEM:	UNITS:	QTY/LE OF STREET	PRICE:	COST/LE OF STREET	BASIC STREET COST
PAVING:					
8" CONCRETE PAVEMENT	SY	5.56	^{25.00} \$18.00	\$108.08 / 139.90	\$ 98.00
6" INTEGRAL CURB	LF	2.00	\$ 1.00 / 1.5	\$ 4.00 / 3.00	\$ 2.00
LIME STAB. SURGRADE	SY	5.89	\$ 1.15 / 1.25	\$ 6.77 / 7.36	\$ 4.92
LIME	TON	0.08	\$ 90.00 / 100	\$ 7.16 / 8.00	\$ 5.20
EXCAVATION	CY	2.31 / 3.0	\$ 3.00	\$ 6.93 / 9.0	\$ 5.42
NECKDOWNS AND CROSSWALKS	EA	0.01 / 0.003	\$3500.00	\$ 23.33 / 10.95 / 24.50	
Contingencies (5%)		7		\$ 7.41 / 8.41 / 9.59	\$ 5.78
PAVING TOTAL				\$155.69 / 201.35 / 187.12	\$121.32
STREETSCAPE (Both Sides):					
CHICAGO BRICK/UNIT PAVERS SIDEWALK	SF	19.20	\$ 3.50	\$67.20	
CONCRETE SIDEWALK BASE	SF	22.00	\$ 2.30	\$50.60	\$23.00
SIDEWALK BRICK ACCENTS	SF	2.80	\$ 7.00	\$19.60	
STREET LIGHT CONDUIT, IRRIG. SLEEVES	LF	5.00	\$ 3.00	\$15.00	\$ 6.00
IRRIGATION SYSTEM	LF	3.00	\$ 12.00	\$36.00	\$18.60
TREES	EA	0.12	\$1500.00	\$180.00	\$32.00
TREE GRATES	EA	0.00	\$500.00	\$ 0.00	
ANTIQUE STREET LIGHTS W/BASE	EA	0.03	\$1900.00	\$50.67	
SUBDRAIN SYSTEM	LF	3.00	\$ 10.60	\$31.80	
BENCH, BIKE RACK, TRASH CAN	EA	2.00	\$ 33.64	\$67.28	
Contingencies (5%)				\$25.91	\$ 3.9
STREETSCAPE TOTAL				\$544.06	\$83.0
UTILITIES:					
WATER	LF	1.00	\$ 30.00	\$30.00	\$30.0
SANITARY SEWER	LF	1.00	\$ 30.00	\$30.00	\$30.0
STORM SEWER	LF	1.00	\$ 50.00	\$50.00	\$50.0
Contingencies (5%)				\$11.00	\$11.0
UTILITIES TOTAL				\$121.00	\$121.0
STREET CATEGORY "B" SUBTOTAL				\$820.74	\$325
DES., SURVEY, TESTING, ETC. (20%)				\$164.18	\$65
TOTAL COST PER LINEAR FOOT				\$984.89	\$39
Total Cost Offsite (All Phases)	1140	\$984.89	\$1,122,775		
Total Cost Onsite (Phase III Special Events)	360	\$984.89	\$354,561		
Total Cost Onsite (Remaining Phases)	420	\$984.89	\$413,654		
TOTAL STREET CATEGORY COST:				\$1,890,990	

Note: Basic Street Equivalent to 45' B.O.C. to B.O.C. Undivided Street



DARE



April 28, 1995

Mayor Beckert and
Members of the City Council
5300 Belt Line Road
Addison, TX 75001

Re: Addison Urban Center

Mayor Beckert and Members of the City Council:

As we approach final decision points on Urban Center issues, we at Columbus are very excited about the positive steps about to be taken to make the Urban Center vision into a reality. After engaging in many months of thoughtful study and expert professional guidance, Columbus as the developer and initiator of the Urban Center study, Gaylord Properties, Inc. as the owner of the Urban Center land, and the City of Addison's Planning and Zoning Commission as the public advisory body to the City Council on land use issues, have reached agreement on innumerable details of the Urban Center vision. Therefore, we all look forward to the City Council's thoughtful consideration of the plan and the first formal steps for the City to become a full partner in creating a truly great center for the City.

In anticipation of the May 3, 1995 work session and public hearing continuation, this letter is written to provide additional background information and perspective on a few issues we expect to capture much of the discussion. These issues are set forth below.

Level of Participation in Public Infrastructure

At the April 11 meeting, the City Council considered varying levels of financial participation in the Urban Center streetscape and other public infrastructure improvements. These levels ranged from the \$12 million deemed necessary by Columbus to a number that is approximately half that amount.

In proposing a methodology for participation, staff has suggested taking the position that the City should pay for only the Urban Centers' two most prominent streets as these streets "will create the environment sought by the Town."

Such thinking may be consistent with automobile oriented strip retail, where character can be imparted in a linear fashion and gleaned during a drive-by. The Urban Center, however, was not designed to regulate the public two axial thoroughfares or to reserve the remaining streets for the exclusive use of residents or their guests.

All the Urban Center streets are intended to be a welcoming place used by all the Town's citizens for public parking, public interaction, recreation and special events. The public use is intended for the entire grid of streets. As such, they are designed at a quality and cost that exceeds that which would be warranted to serve only the immediate residential needs. A departure from the on-site/off-site distinction is necessary because the concepts and costs of the two types of development are very different, and because the intent is to create a "center" that will be embraced by the Town as a whole.

Participation at the full \$12 million level is warranted because of the extra costs of achieving the kind of quality sought. It is also justified because it will be put toward creating spaces for enjoyment by the Town as a whole.

Maximum Density/Floor Area Ratio (F.A.R.)

One of the basic operating principals for all properties since the inception of the Urban Center study, has been that the Urban Center was not conceived as a downsizing of development rights, but was conceived as a way to bring an exciting mixed use (urban residential) environment to an area previously slated exclusively for automobile oriented office uses. Nevertheless, because of concerns regarding changes proposed to Quorum Drive, staff recommended that a floor area ratio limitation be imposed, and that the ratio be set at "1.6:1".

From the time it was proposed, we have felt that the recommendation to have a floor area ratio limitation ran counter to the understanding that we had regarding development rights. Moreover, the spirit of neotraditional urban planning is to reject a street classification system based on sprawl and dissipation of uses in favor of the realization that some traditional street patterns in America's greatest urban environments have proved the capability of accommodating densities which are far greater than anything proposed for the Urban Center.

A compromise was reached at the Planning and Zoning Commission in favor of eliminating the F.A.R. limitation, but requiring traffic mitigation measures for office uses in the Residential Subdistrict. Following the Commission's public hearings, staff has remained in favor of having a floor area ratio limitation. We have also had our traffic consultants do additional study on the issue of office uses and the street pattern proposed. The results indicate that even if 2,500,000 square feet of office uses were developed, the street system proposed could comfortably handle 9,400 more vehicle trips per day than what such office uses would generate.

In light of the traffic study we remain convinced that the changes to Quorum Road do not warrant the imposition of a stringent limitation on development rights. Nevertheless, because of staff's conviction that a floor area limitation is necessary we will accede to a floor area ratio of 2.2:1. We feel this number is appropriate and will not result in too

much further damage to the land owner's willingness to further restrict the land. Moreover, our further analysis on the street system, should provide comfort that this ratio is allowable without any need to modify the street patterns proposed.

Open Space

After a great deal of debate, we have reached agreement between our urban planning expert and the Planning and Zoning Commission that 1.5 acres of open space per 1,000 residents will amply provide for the needs of residents and will be an enhancement that does not do damage to the concept of having lively, compact, urban environment. This number is a compromise between the 1.0 acres/1,000 residents originally recommended by our consultants and the 2.0 acres/1,000 residents originally recommended by staff.

Staff's current recommendation is for a sliding scale that would "front-load" open space. The practical effect, however, is to require an additional 1.125 acres of land to be dedicated. Therefore, we do not view it as simply an issue of when land is to be dedicated. If it were solely a matter of timing, we might agree such a further compromise does not go against the spirit of the compromise reached at the Planning and Zoning Commission stage.

Exterior Appearance and Materials

With regard to the cladding materials for the parking structures, we continue to believe that the 40% brick cladding requirement recommended by the Planning and Zoning Commission is the most appropriate for achieving compatibility with regard to materials while allowing design flexibility so that compatibility will also be achieved as to form and other elements of design.

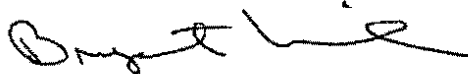
With regard to the Exterior Appearance section of the Commercial Subdistrict regulations, our understanding of the Planning and Zoning Commission's recommendation as to Spectrum and Mildred is that the regulations would apply to both a height of 30 feet. We continue to believe this is the appropriate limitation to insure compatibility without unduly restricting commercial development in the Commercial Subdistrict..

The recommendations reached by the Planning and Zoning Commission followed by lengthy and detailed public hearing. Also preceding the City Council determinations on the first Urban Center items cap many hours of thoughtful involvement by Columbus, Gaylord and the City. The vision started by the Town of Addison and RTKL brought Columbus and Gaylord to the table. Each brings unique items with them. Columbus brings its vision and development expertise in a specific type of urban residential development and the willingness to have expended a great deal of money on exhaustive planning studies and property arrangements. Gaylord brings its land and, even after a

long history of contributing to infrastructure improvements and civic well being in the area,¹ the willingness to give up some development rights and to have that land regulated by a complicated set of development guidelines. The City, in addition to its original vision, brings to the table a willingness to provide further infrastructure improvements that will shortly make the Urban Center one of the City's finest assets.

We look forward to working together to make the vision a reality.

Very truly yours,



Bryant Nail
Columbus Realty Trust
Vice President - Development

¹ Donations of land to extensions of North Dallas Tollway; donation of moneys for underpasses at Belt Line, Arapaho and railroad; extension of the sewer line that serves the Quorum area from North of Belt Line Road; donation of half the right-of-way for Quorum Road; regularly grants permission to use land for City of Addison special events parking at no cost to the City.

FAR Scenarios

Scenario Theoretical Maximum 3000 unit Residential Yield Based on Current Plan:

Maximum Residential Development Yield (Assuming 300,000 sf of retail and a total of 3000 units averaging 1360 sf in size)

Total Maximum Yield: 4,380,750 sf

Open Space Requirements (assuming 1.5 acres per 1000 residents):

Quorum East:	0.69
Bosque:	0.98
Rotary:	0.58
Mildred East:	0.74
Special Events I:	3.00

Total Open Space: 7.73 acres

3.36 acre parcel next to DART held in reserve.

Net developable area: 26.08 acre

Average Net FAR: 3.8823 : 1

Gross FAR: 1.88 : 1

Scenario : Maximum Yield Under Existing C1 Zoning

12 story office towers with separate parking footprints: Max. Net FAR: 2.89 : 1

OR

9 story atrium offices over 3 levels of parking: Max. Net FAR: 3.25 : 1

Total Maximum Yield 4,750,000 sf - to -5,375,000 sf.

Gross FAR: 2 : 1 to 2.3 : 1

Assumptions:

Gross site area:	53.3 acres
Net developable area under existing C1 zoning:	38 acres
Maximum building height under existing C1 zoning:	150 feet
Maximum Lot coverage under existing C1 zoning:	80%
Parking structures not included in development yield.	

Scenario : Theoretical Maximum Yield Under Current Plan Proposal

Maximum Residential (1500 units with 50,000 sf of street level retail):

Parcels:	Area:	Stories:	Development Yield:	Net FAR's	Units (820sf)
A	1.23	4	144,800 sf	Net FAR : 2.3	189
B	1.80	4	130,750 sf	: 2.3	157
C	1.89	4	150,900 sf	: 2.3	184
D	1.17	6	178,550 sf	: 3.6	241
E	1.12	6	187,500 sf	: 3.8	97
N	1.78	6	413,800 sf	: 5.4	314
O	2.41	8	565,800 sf	: 5.4	466

Total: 1,748,900 sf

Total: 1,628 at 820 sf
or 1500 at 1,130 sf

Maximum Office

Parcels:	Stories:	Development Yield:	Maximum Net FAR's
F	1.86	5	284,000 sf Max. Net FAR : 3.5
G	1.88	5	288,600 sf : 3.5
H	2.31	5	351,900 sf : 3.5
I	1.51	7	321,250 sf : 4.9
J	0.87	7	186,750 sf : 4.9
K	2.43	7	518,850 sf : 4.9
L	1.38	7	290,300 sf : 4.9
M	0.97	7	206,800 sf : 4.9
P	1.85	7	393,800 sf : 4.9
Q west	1.43	5	185,050 sf : 3.5
Q east	0.89	7	124,450 sf : 4.9

Total: 3,149,550 sf

Total Maximum Yield: 4,899,450 sf

Open Space Requirements (assuming 1.5 acres per 1000 residents):

Bosque:	0.96
Rotary:	0.58
Mildred Eat:	0.74
Special Events I:	3.00

Total Open Space: 5.28 acres

Net Developable area: 28.54 acres (3.36 acre parcel next to DART held in reserve).

Average Net FAR: 3.9 : 1

Gross FAR: 2.1 : 1

Scenario : Theoretical Maximum 4000 unit Residential Yield Based on Current Plan:

Maximum Residential Development Yield (Assuming 300,000 sf of retail and a total of 4000 units averaging 950 sf in size)

Parcels:	Area:	Stories:	Development Yield:	Net FAR's	Units)
A	1.23	4	144,600 sf	: 2.7	169
B	1.80	4	130,750 sf	: 2.7	157
C	1.89	4	150,900 sf	: 2.7	184
D	1.17	6	176,550 sf	: 3.5	241
E	1.12	6	167,500 sf	: 3.5	97
F	1.86	6	291,650 sf	: 3.5	350
G	1.88	8	294,800 sf	: 3.5	350
H	2.31	6	382,250 sf	: 3.5	400
I	1.51	8	276,800 sf	: 4.2	300
J	0.87	8	159,500 sf	: 4.2	180
K	2.43	8	445,500 sf	: 4.2	500
L	1.36	8	249,300 sf	: 4.2	280
M	0.97	8	177,800 sf	: 4.2	200
N	1.76	8	322,000 sf	: 4.2	380
O	2.41	8	441,750 sf	: 4.2	500
P	1.85	8	339,100 sf	: 4.2	370

Total Maximum Yield: 4,130,750 sf

Open Space Requirements (assuming 1.5 acres per 1000 residents):

Quorum West:	1.43
Quorum East:	0.69
Bosque:	0.96
Rotary:	0.58
Mildred East:	0.74
Special Events I:	3.00

Total Open Space: 8.16 acres

3.36 acre parcel next to DART held in reserve.

Net developable area: 24.65 acre

Average Net FAR: 3.84 : 1

Gross FAR: 1.78 : 1



Facsimile Transmission

John Baumgardner

931-16643

Town of Addison

Bryant Mail

770-5159

770-5151

Date 6/5/95

Time 3:30

18 # Pages (Including Cover Sheet)

Please see the office.

NOTICE OF CONFIDENTIALITY

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**BRIGHT & JAWORSKI
L.L.P.**

REGISTERED LIMITED LIABILITY PARTNERSHIP
2200 ROSS AVENUE - SUITE 2900
DALLAS, TEXAS 75201

M E M O R A N D U M

TO: Bryant Nail

DATE: June 1, 1995

FROM: Myron D. Dornic

RE: Assignment of Publicly Bid Contracts

Pursuant to your request, attached are examples of how the City of Dallas typically deals with construction contracts assigned to private developer.

1. The City enters into a development agreement with the developer. The City's right to inspect, requirements for completion prior to payment, payment particulars are set forth in the agreement and other safeguards are found in this agreement. See the Partnership Agreement, particularly at page 3 and 4, and Exhibit B, attached.
2. Bid specifications are prepared and the contract awarded to the City. The Resolution awarding the bid also provides for the assignment of the contract to the developer. See Resolution 941561, Attachment 2 of Resolution 941561, attached.
3. The developer uses its own form of contract with the construction manager. The contract incorporates the bid specifications, see copy of the contract with Bowman Construction attached. The City does not generally review or approve the contract between the developer/construction manager and the construction company. Rather, the City holds the developer as construction manager to the terms of the development agreement and the bid document.

MDD

MDD/lfg

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elevated parking garage having approximately 300 spaces (the "Project"), within the Zone. The Project Area is more particularly described on Exhibit A, attached hereto and made a part hereof. The apartment buildings and the parking garage will be designed to substantially conform with the preliminary designs furnished to the City (attached hereto as Exhibit A-1), and will comply with design standards established for the State-Thomas Tax Increment Financing District on May 6, 1992 (attached hereto as Exhibit A-2), and with all applicable provisions of Special Public Development District No. 193 (Ordinance No. 21416).

Owner agrees to secure financing for the Project, submit all required applications for a replat and obtain issuance of a building permit so as to begin construction no later than January 1, 1994, and to obtain a certificate of occupancy for the first units of the Project no later than January 1, 1995. City and Owner agree to work in good faith and to diligently pursue and process all plans and approvals necessary to allow publicly bid contracts for the construction of infrastructure pursuant to this Agreement to be awarded and notice to proceed given prior to January 1, 1994.

SECTION 2. Public Infrastructure Improvement Plan.

A. In consideration of and as incentive to the Owner for the development of the Project, the City agrees subject to the conditions contained herein and pursuant to the TIF Plan, to assume the costs of and to design and construct within the time frame stated herein certain eligible infrastructure improvements in connection with Phase II of the TIF Plan. The infrastructure improvements eligible for design and construction by the City under this Agreement and the TIF Plan shall include the demolition, removal, grading, stabilization, construction and installation activities and items more particularly described in the Infrastructure List attached hereto as Exhibit B. City and Owner agree that construction of the eligible infrastructure improvements shall be apportioned between a publicly bid construction contract to be awarded by City and privately bid construction contracts to be awarded by Owner, as generally described in Exhibit C attached hereto.

B. City and Owner further agree that notwithstanding any other provision in this Agreement to the contrary, in no event shall the City's total obligations or liability pursuant to this Agreement exceed the lesser of funding in the amount of \$1,000,000, as appropriated by the City Council pursuant to Resolution No. 93-2297, or twice the amount of Owner's Contribution as defined herein at Section 4.B. The infrastructure improvements described in Exhibit B, attached hereto, shall be eligible for City financing, subject to the City financing limitations set forth herein.

C. All eligible infrastructure improvements shall be constructed within the public right-of-way or within public easements. For those rights-of-way within the perimeter of the Project Area, City agrees that no restrictions shall be placed on

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or fees required for, on-street parking without the written consent of Owner.

D. In order to reduce the overall project cost and to allow the exercising of streetscape alternatives, certain construction and related elements necessary for public infrastructure improvements may be performed in conjunction with similar work being performed and being paid for by Owner during the construction of the residential apartments. The pro-rata share of such work shall be included in the Owner's Contribution to the Public Infrastructure. Such elements could include rough grading, clearing and grubbing and geotechnical work as well as any other reasonable activities approved by the Director of Public Works.

SECTION 3. City Participation.

A. The eligible infrastructure improvement costs to be paid by the City pursuant to this Agreement shall be limited to an amount not to exceed either twice the Owner's Contribution as defined herein at Section 4.B., or \$1,000,000, whichever is less. The amount to be awarded by the City under the publicly bid construction contract will be greater than 30% of the total amount of the construction contracts awarded to construct the infrastructure improvements necessary for the development of the Project (including any necessary construction change orders authorized by the City and any necessary construction change orders authorized by the City and Owner). In consequence, the City is required by state law to competitively bid the contract for the infrastructure improvements to be constructed under the publicly bid construction contract. Prior to competitively bidding these infrastructure improvements, Owner agrees to provide the City with construction plans and specifications in a form acceptable to the City's Directors of Public Works and Water Utilities. The construction specifications shall include, and require the contractor to abide by the applicable provisions of the Standard Specifications for Public Works Construction-North Central Texas (1987 Edition), and any addenda thereto. After bids are received and the City determines the lowest responsible bidder, the City shall notify Owner of the amount of the lowest responsible bid recommended for award, or any other determination (e.g., rejection of all bids, rebid) that may be required under state law. Should the bids received by the City to construct the eligible infrastructure improvements under the publicly bid construction contract exceed the maximum amount of financing that is to be provided by the City (\$1,000,000), Owner may, at the Owner's option, either deposit in a City account the balance of the funds needed to award the construction contract, or revise the scope of the construction contract. All construction costs in excess of the above-stated amount to be provided by the City, including those costs incurred as a result of change orders and claims, shall be paid by Owner, and Owner shall not look to the City for any reimbursement of such excess costs unless the claim or change order in question is a direct result of the City's wrongful failure to make construction payments to Owner in accordance with

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the terms of this Agreement. Should the bids received by City to construct eligible infrastructure improvements under the publicly bid construction contract be less than \$1,000,000, City shall, to the extent permitted under the City financing limitations set forth in Section 2.B. of this Agreement, reimburse Owner for any eligible infrastructure improvement costs Owner has incurred under the privately bid contracts, provided, however, that City shall in no event be obligated under this section to make reimbursement to Owner of an amount which would exceed 30% of the construction costs awarded under such privately bid contracts.

B. The City shall award the publicly bid construction contract and assign same to Owner, as the City's agent and construction manager for all purposes including inspection, material testing, staking, supervision and coordination of all construction work. The City shall look to Owner as the City's agent to insure that all infrastructure improvements are completed in a timely manner, in accordance with the contract documents, plans and specifications approved by the City. Owner shall review all monthly and final payment estimates and forward 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 the Owner for forwarding to the construction contractor. The City shall not make any payment under a monthly or final estimate unless Owner has provided a certification regarding the work performed and Owner has reviewed and approved the draw. Owner's certification shall be by affidavit sworn to by the corporate official or employee duly authorized to submit same, and shall certify that the estimate of work completed for the period in question is true and correct to the best of the affiant's information and belief, has been measured and verified in accordance with the contract documents, and that all contract preconditions to payment have been met. Copies of all material testing results shall be furnished with the certification. The City reserves the right to perform inspections, measurements or verifications of the estimates or work quantities as are necessary. Final payment to the construction contractor under the publicly bid construction contract shall not be made until all infrastructure improvements have been finally completed (as verified by Owner and the City) in accordance with the approved contract documents, plans and specifications and have been accepted by the City.

C. All work located within a public street, alley, easement or other right-of-way belonging to the City shall become the sole property of the City upon completion of the Work in accordance with the plans and specifications; approval of the work by the Director of Public Works and/or the Director of Dallas Water Utilities, or their designated representatives; and acceptance of the Work by the City. Upon final acceptance, the City shall take the work free from any liens or encumbrances thereon. Upon final acceptance and receipt of documented invoices from Owner, City shall make payment for any reimbursement of costs incurred under privately bid contracts for which the City becomes obligated pursuant to Section 3.A. of this Agreement.

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SECTION 4. Owner's Obligations

A. Prior to the award of the publicly bid construction contract, Owner shall convey to the City by replat or instrument the area shown on Exhibit D attached hereto and made a part hereof, for easements in connection with the construction of the eligible infrastructure improvements. The eligible infrastructure improvements constructed pursuant hereto shall become the property of the City. Failure of Owner to convey the necessary easements to the City as provided herein shall render the City's obligations hereunder null and void and of no further effect.

B. Owner will, pursuant to the contract apportionment described in Exhibit C hereto, construct portions of the eligible infrastructure improvements under privately bid contracts. Owner agrees to assume minimum audited costs in connection with the construction and design of eligible infrastructure improvements equal to the lesser of \$500,000, or one-third of the total construction and design costs for eligible infrastructure constructed pursuant to this Agreement ("Owner's Contribution"). For purposes of calculating Owner's Contribution, audited costs may include, but shall not be limited to, costs of materials and labor, design, and testing and inspection costs.

C. Upon the City's assignment of the construction contract, Owner, as the City's agent, shall perform the usual and necessary traditional construction management services incident to construction projects of the nature and scope of this Project. Contracting with the assigned contractor, Owner shall execute construction contract and performance and payment bond forms that have been reviewed and approved by the City Attorney. The performance and payment bonds shall name Owner and the City as joint obligees. Owner or Owner's agent shall thoroughly inspect the work of the assigned contractor to guard the City against defects and deficiencies in the infrastructure improvements without assuming responsibilities for means and methods used by the assigned contractor. In addition, Owner shall fully and completely pay or settle, by litigation or otherwise, any claims of the assigned contractor arising out of performance of the construction contract without involving the City, unless such claims result from the wrongful failure by the City to make construction payments to Owner in accordance with the terms of this Agreement. If Owner intends to seek reimbursement from the City for the expense of resolving any claim caused directly by the City's wrongful failure to make construction payments under the terms of this Agreement, Owner shall notify the City in writing in advance of the claim and any proposed settlement or resolution, by change order, litigation or otherwise. The City reserves the right upon such notice, and at the City's sole election, to make a reasonable audit of all books, records, accounts and other data of the assigned contractor relating to the claim and overall performance of the construction contract before approving reimbursement of expenses for such claim. Owner shall provide for

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the City's right to audit claims and change order requests in its form contract with the assigned contractor.

D. Owner shall by deed restriction, the minimum term of which shall be concurrent with the term of the Zone, reserve ten percent (10%) of the Project's residential units for lease only to Low Income Tenants. For purposes of this Agreement, "Low Income Tenants" shall mean those tenants whose household income is less than or equal to the Qualifying Income.

For purposes of this Agreement, "Qualifying Income: means:

(a) for a four person household, the greater of 80% of the median income most recently published by the United States Government for a four person household of the Project's Primary Metropolitan Statistical Area ("PMSA"), or 80% of the 1993 PMSA median income for a four person household (\$45,500.00) adjusted to reflect annual changes in the Consumer Price Index;

(b) for households having less than four persons, an amount equal to the four person household Qualifying Income minus ten percent of that amount for each number of persons by which the household size is less than four; and

(c) for a household of greater than four, an amount equal to the Qualifying Income for a four person household plus eight percent of that amount for each number of persons by which the household size is greater than four.

E. Owner agrees to assume routine maintenance and repair responsibility for any brick-on-sand sidewalks constructed pursuant to this Agreement. Owner's obligation to maintain and repair such sidewalks shall be limited to maintenance and repair necessitated by normal wear and tear, and such obligation shall specifically not include the responsibility to reconstruct sidewalks disturbed by construction or utility work which has not been initiated by the Owner.

SECTION 5. Force Majeure

It is expressly understood and agreed by the parties to this Agreement that if the substantial completion of the construction of any improvements contemplated hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities (TU Electric, AT&T, Southwestern Bell Telephone, TCI Cablevision of Dallas, Inc., Lone Star Gas, or their Contractors), fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliated/related entities and/or their Contractors, or any circumstances which are reasonably beyond the control of the party

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obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances is similar to any of those enumerated or not, 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 6. Term

The term of this Agreement shall begin on the date of execution, and end upon the City's issuance of a final certificate of occupancy for the Project.

SECTION 7. Indemnity

Owner agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm from which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Owner's breach of any of the terms or provisions of this Agreement, or by any negligent act or omission of Owner, its officers, agents, associates, employees or subconsultants, in the performance of this Agreement. The indemnity provided for in this paragraph, however, shall not apply to any liability resulting from the sole negligence of the City, its officers, agents, employees, or separate contractors. In the event of joint and concurrent negligence of both Owner and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

SECTION 8. Authority of Owner

Owner represents and warrants to the City that Owner is duly authorized to transact business in the State of Texas. Owner has full power, authority and legal right to execute and deliver this Agreement. This Agreement constitutes a legal, valid, and binding obligation of Owner enforceable in accordance with its terms, except as such enforceability may be affected by applicable bankruptcy laws and similar laws affecting creditors' rights or by equitable principles, whether arising in a case at law or in equity.

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SECTION 9. Events of Default

A default shall exist if any one or more of the following occurs and is continuing:

(a) The failure by Owner to perform or observe any covenant contained herein;

(b) Any statement, warranty or representation contained herein is false;

(c) Failure of Owner to construct the infrastructure improvements described in Section 2.A. herein.

Owner shall immediately notify the City in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party is taking or proposes to take with respect thereto.

SECTION 10. Remedies Available to City in the Event of Owner's Default

If a default shall occur and continue, after 30 days notice to cure default, the City may, at its option, terminate this Agreement and demand repayment of the grant funds advanced to Owner under this Agreement. Owner shall repay said grant funds immediately upon receipt of the City's written demand for repayment. Owner expressly waives presentment, demand, notice of intention to accelerate, notice of acceleration, protest, notice of protest and any other notice of any kind with respect to any of the foregoing remedies.

SECTION 11. Venue and Governing Law

This Agreement is performable in Dallas County, Texas and venue of any action arising out of this Agreement shall be exclusively in Dallas County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

SECTION 12. Notices

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U. S. mails by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either

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party to designate a different address by notice given in the manner just described.

If intended for the City, to:

Dennis B. Martinez, Director
Economic Development Department
City of Dallas
City Hall, Room 4BN
1500 Marilla Street
Dallas, Texas 75201

If intended for Owner, to:

Robert Shaw
Downtown Village Partnership, Ltd.
6750 LBJ Freeway, Suite 1160
Dallas, Texas 75240

SECTION 13. Conflict of Interest of City Employees

The following section of the Charter of the City of Dallas shall be one of the conditions of, and a part of, the consideration of this Contract, to-wit:

"CHAPTER XII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED --

(a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sales to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit the officer's or employee's office or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.

(b) The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by City employees in federally-funded housing programs, to the extent permitted by applicable federal or state law."

SECTION 14. Gift to Public Servant

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A. The City may terminate this Agreement immediately if Owner has offered, conferred, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. (The City has been advised by the prosecuting authorities that the Section 36.10(b) and (c) exceptions to Section 36.08 and 36.09 respectively of the Texas Penal Code are not available to public servants who have no legal reporting requirements).

B. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

C. Notwithstanding any other legal remedies, the City may require Owner to remove any employee of the Owner from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made to Owner as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

SECTION 15. Applicable Laws

This Agreement is made subject to the provisions of the Charter and ordinances of the City, as amended, and all applicable State and federal laws.

SECTION 16. Legal Construction

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

SECTION 17. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

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SECTION 18. Captions

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 19. Successors and Assigns

The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement, however, shall not be assigned by Owner without prior City Council approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing limitation, the City's prior consent to assignment shall not be required for an assignment by Owner to Robert Shaw.

SECTION 20. Entire Agreement

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements, between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

EXECUTED this the 1st day November, 1993, by the City signing by and through its City Manager, duly authorized to execute same by Resolution No. 93-2297, adopted by the City Council on June 9, 1993, and by Owner, acting through its duly authorized officials.

APPROVED AS TO FORM:
SAM A. LINDSAY, City Attorney

CITY OF DALLAS
JAN HART, City Manager

By: Lawrence G. Salf
Assistant City Attorney
Submitted to City Attorney

By: William W. Hickey
Assistant City Manager

ATTEST:

UPTOWN VILLAGE PARTNERSHIP, LTD.

Timothy S. Hill
Corporate Secretary

By: [Signature]
Columbus Ironsides, Inc.

By: _____
Name: Robert J. Shaw
Title: President

COUNCIL CHAMBER

941561

April 27, 1994

Section 4. That the City Manager is hereby authorized to increase appropriations in Fund 030, Agency EDD, Org. 9820, Obj. 4599 by \$562,074.10.

Section 5. That the City Controller is hereby authorized to pay for this work out of:

Cityplace Tax Increment Fund	
Fund 030, Agency EDD, Org. 9820, Act. OEDL	
Obj. 4420, Job BDD00322, PD PEWD00322G1	\$471,934.10
Vendor 4331738	

Section 6. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

Distribution: Public Works, Kathy McCulluch
 320 E. Jefferson Room 102
 Budget and Research
 City Controller
 City Attorney
 Economic Development

APPROVED BY
CITY COUNCIL

APR 27 1994

Robert H. ...
 City Secretary

APPROVED *[Signature]* APPROVED *[Signature]* APPROVED *[Signature]*

Resolution No. 94-1561
Date: April 27, 1994

CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS MEMORANDUM OF AGREEMENT this day made and entered into by and between OAK CREEK PARTNERS, LTD. a Texas limited partnership, acting by and through Cityplace Corporation as agent for the Managing General Partner, Hampstead Associates, Inc. (hereinafter called "Oak Creek"), as agent and construction manager for the City of Dallas, and JIM BOWMAN CONSTRUCTION COMPANY, INC., a Texas corporation, (hereinafter called "Contractor").

WITNESSETH:

I

That for the consideration hereinafter agreed to be paid by Oak Creek, the Contractor undertakes, covenants and agrees to perform the work herein contracted to be done, in every detail conforming to the advertisement, bid proposal, the Standard Specifications for Public Works Construction (Second Edition, 1987), as amended, and all other specifications, (including special provisions), addendums, plans, or working drawings, Attachment I hereto and performance and payment bonds, all of which above said instruments are hereby incorporated in their entirety herein as though written word for word, on a certain Public Work described as Preparation Of Construction Services Contract Paving, Storm Drainage, Street Lighting, Landscaping and Water Main Construction for Cityplace Tax Increment Financing (TIF) District Associated with Development of The Villas of Cityplace Apartments, for a sum not to exceed FOUR HUNDRED SEVENTY-ONE THOUSAND NINE HUNDRED THIRTY-FOUR AND 10/100 _____ DOLLARS (\$471,934.10).

II

Contractor hereby agrees to commence the work under this Contract on a date to be specified in a work order of the Engineer, and to complete fully all work

hereunder within the time specified in Special Provision A-20 of the Specifications for the storm drainage improvements portion of this Contract, and within 120 calendar days for the remainder of the Contract work. The Contractor further agrees to pay as liquidated damages the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each consecutive calendar day thereafter that work on the storm drainage improvements is not complete and the sum of TWO HUNDRED FORTY AND NO/100 DOLLARS (\$240.00) for each consecutive calendar day that work on the remainder of the project is not complete, as provided in Item 1.36, Standard Specifications for Public Works Construction.

III

(a) Partial payments shall be made to the Contractor in accordance with Item 1.51.1 of the Standard Specifications for Public Works Construction, as may be modified by the City of Dallas Public Works Addendum to the Standard Specifications. The percentage retained will be as provided in Item 1.51.2 of the Standard Specifications for Public Works Construction, as may be modified by the Public Works Addendum to the Standard Specifications. The Contractor shall furnish the Engineer information as may be requested to aid him as a guide in the preparation of partial estimates.

(b) Contractor shall cooperate fully with Oak Creek and all employees and consultants of Oak Creek who are utilized or hired to perform management, supervision and inspection of the work under this Contract.

IV.

It is further mutually agreed that should it appear to Oak Creek that, at any time during the existence of this Contract, the surety on the said Contractor's bond has become insolvent, bankrupt or otherwise financially unable to protect Oak Creek or the City of Dallas as joint obligees on the bond, under the terms of the Contract, Oak Creek may demand the said Contractor to furnish additional security in some approved surety company satisfactory to City place and the City of Dallas as joint obligees on the bond; the act of Oak Creek with reference to demanding new or additional security shall never be construed to relieve the original surety of its obligation under the said Contract, or to relieve said Contractor. Oak Creek may stop the said work under the Contract until additional security has been furnished by the said Contractor, and Oak Creek shall in no case be liable to the said Contractor on account thereof. Oak Creek may exercise its right as provided herein to take

charge of the said work in the event of the refusal or failure of the said Contractor to comply with the demands of Oak Creek with reference to furnishing additional security.

V.

Change orders to this Contract agreed to and recommended by Oak Creek are subject to and preconditioned upon approval by the City of Dallas and appropriated funds by the City of Dallas for same.

VI.

That in consideration of the Contractor fully and faithfully comply with all the terms, provisions and stipulations of this Contract, Oak Creek understands and agrees to pay to the Contractor (subject to and preconditioned upon appropriated funds from the City of Dallas) for the furnishing of all the performance of the work herein contracted for, in accordance with the proposal of the Contractor, which price shall be the compensation to be received by the Contractor under the terms of this contract, which shall not exceed sum stated in Paragraph 1, of the proposal.

COUNCIL CHAMBER

April 27, 1994

941561

WHEREAS, on November 8, 1993, the City Council approved a development agreement with Cityplace Company for the purpose of constructing certain infrastructure improvements in the Tax Increment Financing Reinvestment Zone No. Two (Cityplace TIF District); and,

WHEREAS, the development agreement provides that after the City awards the construction contract, it will be assigned to Cityplace Company for administration; and,

WHEREAS, Cityplace Company has agreed to advance the funding for the total project cost in the amount of \$642,074.10, and that the funding has been provided and will be reimbursed from future Cityplace TIF funds; and,

WHEREAS, bids were received on February 4, 1994, for construction of infrastructure improvements for the Villas of Cityplace Apartments located at the area bounded by Lemmon Avenue East, Cole Avenue, Blackburn Street and abandoned Travis Street, as follows:

<u>Bidder</u>	<u>Amount</u>
Jim Bowman Construction Company	\$471,934.10
Gibson & Associates	\$488,199.25
Joske Construction	\$503,935.50
Wallis Green Enterprises	\$529,708.40
Architectural Utilities, Inc.	\$563,069.50

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That Jim Bowman Construction Company is hereby awarded the contract for construction of infrastructure improvements for the Villas of Cityplace Apartments located at the area bounded by Lemmon Avenue East, Cole Avenue, Blackburn Street and abandoned Travis Street, this being the lowest and best bid received as indicated by the tabulation of bids.

Section 2. That in accordance with the Cityplace development agreement the contract for these infrastructure improvements is hereby assigned to Cityplace Company for construction management.

Section 3. That the City Controller is hereby authorized to deposit the \$642,074.10 from Cityplace Company into the Cityplace Tax Increment Fund 030/Agency EDD/ Org. 9820/ Revenue Source 8489.

PROVED

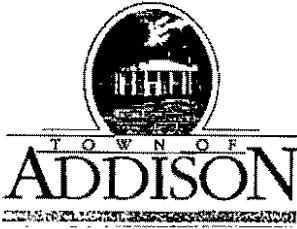
HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER



Post Office Box 144 Addison, Texas 75001-0144

5300 Belt Line Road

(214) 450-7000
FAX (214) 960-7684

*Delivered
to Bryant
today
11-17*

January 15, 1996

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

RE: Public Infrastructure Improvements for Addison Circle

Dear Bryant:

For several weeks now, you and your consultants have been working with our staff and our consultants on the design documents for the construction of the public infrastructure improvements in Addison Circle. Prior to the Council's approval of the development plans on December 12, 1995, there were several items that we could not come to closure, and those items were left to the staff to approve. I have met with the staff, and we believe that it is time to quit haggling over these items and move on to construction. Therefore, these are our final decisions on the following:

1. DESIGN OF ROUND-ABOUT. We have furnished comments to your staff from Barton-Aschman, our traffic consultants. Those comments, dated January 5, 1996 recommended that the design of the planned Addison Roundabout be analyzed further to provide more stable conditions for the traffic volumes that are anticipated for Quorum Drive. We have asked repeatedly for this further analysis, but have not seen anything as yet. We have never approved a design for the rotary because we did not have sufficient information to review. We still do not have sufficient information. Please have your round-about designer run the additional analysis recommended by Barton-Aschman, and submit a revised design that is less sensitive to increases in traffic volumes. We are not approving the latest design submitted by Huitt-Zollars.
2. PAVING PATTERN AND APPROACH FOR ROUND-ABOUT. We do not feel that the paving pattern for the round-about is acceptable. We would like for Alan Fujimori of Sasaki Associates to be involved in revisions to the paving plan. However, we realize that the pattern may change after the design proposals are reviewed on May 17th.

*85% confidence
50% confidence*

In addition, we feel that trees and lights need to be added to the east side of Quorum Drive from the rotary feature south to the railroad tracks. We realize that this side of Quorum was to be funded in Phase II, but we are willing to go to the Council with a request to fund the trees and lights at this time.

3. COMPLIANCE TO ADA. We will not approve any plans to construct public infrastructure improvements that do not fully comply with the requirements of the Americans with Disabilities Act. If there are any elements in the plans that are questionable as to ADA compliance, we expect those elements to be reviewed by the Texas Department of Licensing and Regulation-Architectural Barriers-Project Registration and revised if necessary.
4. EYE-BROWS WHERE MEWS INTERSECT WITH RESIDENTIAL STREETS. We have repeatedly recommended that eye-brows (with curbs) be shown where the mews intersect with the residential streets. We believe the eye-brows will clearly delineate these points as "no parking" zones. We also believe the curb around the eye-brows will protect pedestrians and the necessary street furniture such as light poles and street signs. Please revise plans to reflect a curbed eye-brow as staff has recommended.
5. HANGING LIGHTS IN MEWS. We do not support the concept of hanging lights in the mews. We have seen the pictures, and we understand how they work, and we are not going to approve them. Our reasons for not approving the hanging lights are as follows: The fixture is a "specialty" fixture that we will be required to stock extra parts and supplies for. The wires that support the hanging lights are an encroachment into the public way and will hamper our ability to use emergency equipment in the mews. We are not persuaded that the suspended lights will be able to handle strong winds and turbulent weather. The wire that must connect the lights will be attached to your building, which places a public sector improvement on private property. We believe that pole-mounted lights will provide another element in the mews that will separate pedestrian and vehicular traffic. Please revise the drawings to indicate lights on poles similar to those used throughout the district.
6. SOUTHWESTERN BELL TELEPHONE EASEMENTS IN BOSQUE PARK AND DEDICATED OPEN SPACE. Representatives from Southwestern Bell Telephone have indicated that they need 20' x 30" easements for equipment in the bosque park and dedicated open space. As per the Council's approval, the only

easements that will be given in the bosque park or open space are for electrical switch gears and a transformer to serve public facilities. We will not approve the location of any equipment for Southwestern Bell, or any additional utility equipment, in the bosque park or the dedicated open space.

7. CROSS-WALK AT MC KAMY AVENUE. We believe the mid-block cross-walk proposed on Quorum Drive at McKamy Avenue to be problematic. Please revise plans to delete it. In addition, please revise plans to indicate cross-walks with eye-brows where the Mews intersect Morris Avenue, McKamy Avenue, and Mildred Street.
8. STREET NAMING SCHEME. We would like to see a logical structure for the names of streets and mews. First, we believe that "Mews" is being used incorrectly. We have checked two dictionaries and the term "mew" refers to one alley or back street. We have not been able to accurately determine whether "Mew" or "Mews" is the correct term. We believe the term to be meaningless to almost everyone who comes into the district. We would like to see another term, such as "Place" or "Row" used.
9. DUMPSTER LOCATIONS. Your plans indicate a dumpster location facing the bosque park that will be serviced from Quorum Drive, and a dumpster location on Mildred Street that is too close to the rotary to be serviced safely. We will not approve dumpster pick-up at these locations. Please submit revised plans which relocate the dumpsters to the mews or internal residential streets.

I have reviewed the attached list of comments that Slade Strickland, John Baumgartner, and John Hill have made regarding your construction plans. I am not willing to put this project out to bid with this many unresolved items and questions. I believe that to bid the project with these incomplete documents will result in higher bids, contractor frustration, and an unacceptable amount of revisions, addendums and change orders. I have asked John to notify all potential bidders that we are postponing the bid opening for five weeks. This will give your consultants two more weeks to complete the plans. Then, assuming that the revised plans adequately address the staff's concerns, our staff will have one week to review them, and contractors will have two weeks to prepare bids.

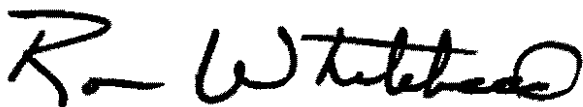
This project is very important to both our Town and your organization. We know now that the construction of the public infrastructure improvements will be a long and arduous process.

Letter to Bryant Nail
January 15, 1996

Page 4

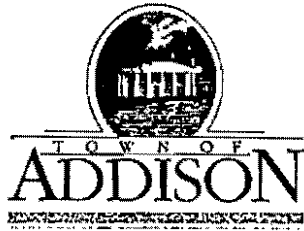
I am not willing to handicap this project by starting out with incomplete information that cannot allow us to get accurate bids. I think all of us involved will benefit from the additional time we need to get things right on the front end.

Sincerely

A handwritten signature in black ink that reads "Ron Whitehead". The signature is written in a cursive style with a large, prominent "R" and a circular flourish at the end.

Ron Whitehead
City Manager

RW/cm
ENCLOSURES

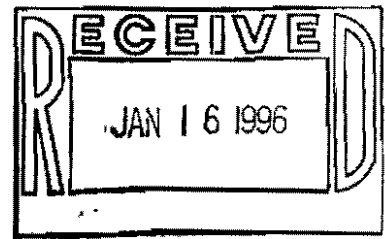


PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove



**ADDISON CIRCLE
PUBLIC INFRASTRUCTURE
THIRD REVIEW
JANUARY 16, 1996**

JEB

1. Modify bid documents to conform to comments dated January 11, and January 12, 1996 from John Hill with Cowles and Thompson.
2. Modify round-about design to reflect comments from Barton-Aschman dated January 5, 1996. Provide alternate design for consideration that is more stable at these anticipated volumes.
3. Address comments from the Police Department dated January 5, 1996.
4. Modify documents to conform to Parks Department comments dated January 16, 1996.
5. Provide plan for the placement of spoils. Plan should include erosion control, permanent restoration, and a description of acceptable materials if it is the intent of Columbus to allow the placement of spoils on their property not included in this phase. See page pf 3 of bid documents.
6. Provide street lighting plan; including conductor, grounding rods, meter pedestal, etc., necessary to complete system. Note that hanging lights in the mews are not approved. Provide TU with an opportunity to review system.
7. Provide three copies of an updated design report for the rotary. Please remove the language regarding the constrained design or provide an unconstrained design alternative. Please provide sections in the report that address grading, roadway profile, and drainage; and incorporate a full set of plans for the rotary (geometrics, lighting, signage, grading, etc.) with the design report recommendations. This information is necessary for our transportation consultant to complete their review.
8. Provide a design report supported by an engineering recommendation for the use/application for the materials/elements not historically used within Addison. As a minimum, please address; operation, safety and serviceability of the material/elements recommended.

A. Bricks

Please provide information regarding the use of the brick for roadway and sidewalk purposes. Please include elements addressing the function, safety and serviceability of the proposed product. Of particular concern is the use of brick in the valley of the Mews streets and at the valley intersections where run-off/irrigation water mixed with vehicular traffic may subject them to accelerated deterioration or affect their skid resistance.

B. Curbless Street/Mews Intersections

Please address how this functions. Of particular concern is the potential for conflict between the pedestrians and vehicular traffic at these intersections, and our ability to maintain signage that will not require continual replacement.

C. Mid-block Crosswalks on Quorum Drive

We have a number of concerns with mid-block crosswalks on streets with ultimate traffic characteristics of Quorum Drive.

If you desire the proposed crosswalks at stations 7+75 and 20+57 Quorum Drive, please include information in your engineering report that addresses the function operation, safety, signage, markings, visibility of/for both the pedestrians and, vehicular traffic including the affects of roadway geometrics and landscaping. This should be supported by an engineering recommendation. **This element is not required if the mid-block crosswalks are eliminated at this time.**

9. Provide complete water meter backflow prevention details for publicly installed meters. Identify box locations. Place them in a location that does not conflict with vehicular traffic or dumpsters.

Review plans to assure conflicts between private water installations and vehicular/dumpster traffic do not exist.

10. Provide brick specifications.

11. For all areas of dirt work/grading, provide detailed restoration plan/notes. All rocks shall be removed from top 6 inches of soil, soil shall be tilled, hydra-mulch shall be watered everyday or as needed with a temporary irrigation system. Contractor shall pay for water.

12. Provide specific irrigation/planting plan for north side of Conference Centre.
13. Provide detail for typical concrete street/parking lot repair.
14. Provide for continuous power and telephone service to the water tower and stone cottage. Recommend establishing temporary service to the facility until the drainage infrastructure is complete, and then re-establishing underground service to both facilities. This involves setting one or two meter bases and at grade transformer.
15. Provide for the completion of existing street lights and electrical systems on Mildred and Quorum affected by this project.

Verify that there is no charge for work identified as "by others". Have the contractor coordinate the work "by others" and identify who "by others" is.
16. Provide for electrical power service to the rotary.
17. Provide for the relocation of median lights displaced in Quorum. Provide for getting them operational prior to completion of the project.
18. Add six-inch jiggle bars to the bid form.
19. Provide details for electrical services, street barricades, sign installation, and conduit installation (depth? and 1 foot of sand as a minimum).
20. All inlets shall be recessed. Adjust size and/or add inlets if necessary.
21. All residential street intersections (Mildred, Morris, and McKamy) and crosswalk locations shall have eyebrows.
22. Provide plan to segregate the pedestrian traffic and vehicular traffic in the mews.
23. Submit plans to Texas Department of Licensing and Regulation--Architectural Barriers-Project Registration (P.O. Box 12157, Austin, TX 78711) for compliance with ADA/handicap accessibility requirements.
24. Provide compaction specifications for water line typical trench on sheet 90.
25. Provide detail for typical public sewer clean-outs.
26. Provide for the 40 yard dumpster at building "C".

27. Clarify expansion joint locations where they conflict with pay lines.
28. Private sleeves require license or franchise agreement.
29. Resubmittal required.

I N T E R
O F F I C E

MEMO

To: John Baumgartner, Director of Public Works, City Engineer
From: Lieutenant Bob McKittrick *A.C.M. #44*
Subject: Preliminary Signage Recommendation for Phase I Urban District
Date: January 5, 1996

The following is a list of recommendations for signage and traffic markings for the Urban District Phase I.

1. Signage to warn motorists of the traffic circle placed at the following locations:
 - A. Morris and S/B Quorum
 - B. McKamy and S/B Quorum
 - C. N/B Quorum (near DART right-of-way)
 - D. W/B Mildred (proposed street)
 - E. E/B Mildred at Witt

2. Pavement markings at entrance and interior of circle to facilitate a natural flow to traffic entering and exiting the circle.

3. Speed limit signs with recommended speeds due to the integration of brick pavers and its unknown performance versus a concrete roadway.
 - A. Quorum 30 mph
 - B. Mildred 30 mph
 - C. Witt 20 mph
 - D. Paschal 20 mph
 - E. Morris 20 mph
 - F. McKamy 20 mph

4. Signage placement and street markings for pedestrian crosswalks at the following locations:
 - A. Traffic circle
 - B. Mildred at Witt
 - C. Morris at Paschal
 - D. McKamy at Paschal

John Baumgartner
Page 2
January 5, 1996

5. No parking signs at the following locations:

- A. Morris at Witt
- B. McKamy at Paschal

Let me know if you have any questions concerning these recommendations.

RM/af

Attachment - Preliminary Signage Plan

Memorandum

TO: John Baumgartner
Town of Addison

FROM: Gary Jost

DATE: January 5, 1996

SUBJECT: Addison Roundabout - Additional comments

We have completed our review of the sensitivity analysis completed by Ourston and Doctors and design plans prepared by Huitt-Zollars for the proposed Addison Roundabout. This memorandum presents our findings.

Sensitivity Analysis

Ourston and Doctors present in their sensitivity analysis findings based on 50 percent and 85 percent confidence levels. If queues and delays are calculated at a 85 percent confidence level, this means that one can be 85 percent certain that actual queues will not be greater than the calculated values. Based on the uncertainty of operations of the first modern roundabout in North Texas, we would recommend that the 85 percent confidence level be used for calculating operating conditions of the planned roundabout.

It should also be noted that there is currently no consensus in the transportation profession regarding the most appropriate traffic engineering tool for analyzing modern roundabouts. The Transportation Research Board has established a committee to review current capacity analysis techniques and develop a new Highway Capacity Manual by the year 2000. This committee, chaired by Mr. John Zegeer of Barton-Aschman Associates, Inc., is working to include a recommended procedure for analyzing modern roundabouts in the new manual.

The sensitivity analysis reports that at the 85 percent confidence level traffic volumes can be increased, from volumes originally projected, by 4 percent in the A. M. peak period and 11 percent in the P.M. peak period while still maintaining a level of service D. This suggests that the current design is highly sensitive to small increases in traffic volumes. With an 11 percent increase in traffic volumes, and assuming that 10 percent of daily traffic occurs during the P.M. peak hour, one could estimate that the effective capacity of Quorum Drive, assuming 10,000 vehicles per day (vpd) on

Mildred, would be less than 30,000 vpd.

Of particular note is the comparison of average and maximum queue lengths between the original projections and the maximum volumes that can be accommodated at Level of Service D. Tables 1.0 and 2.0 present this comparison for the A.M. and P.M. hours, respectively.

Table 1.0
Average and Maximum Queues
A.M. Peak Hour

APPROACH LEG	AVERAGE QUEUES (VEH)		MAXIMUM QUEUES (VEH)	
	ORIG.	LOS D	ORIG.	LOS D
NB Quorum	0	1	1	1
WB Mildred	1	1	1	1
SB Quorum	17	30	35	69
EB Mildred	4	5	6	9

Table 2.0
Average and Maximum Queues
P.M. Peak Hour

APPROACH LEG	AVERAGE QUEUES (VEH)		MAXIMUM QUEUES (VEH)	
	ORIG.	LOS D	ORIG.	LOS D
NB Quorum	4	12	6	25
WB Mildred	5	30	10	57
SB Quorum	1	1	1	2
EB Mildred	1	2	2	3

As shown in these tables, average and maximum queues increase significantly with very little increase in total volume entering the roundabout.

Based on the sensitivity to small increases in peak-hour volumes identified in the analysis conducted by Ourston and Doctors, it is our recommendation that the design of the planned Addison Roundabout be analyzed further to provide more stable conditions at these anticipated volumes.

OTHER DESIGN CONSIDERATIONS

Parking

On -street parking along Quorum and Mildred should be restricted within 150 feet of the roundabout on the departure legs of the roadways to provide adequate sight distance.

Paving Typical Section

The typical section for Quorum Drive specifies a full sawcut with existing steel to remain. The full depth sawcut will also cut the steel. If a full depth sawcut is desired, steel dowels will need to be drilled and inserted into the existing concrete pavement.

Signing and Markings

- The stop sign at Witt Mews and Mildred should be moved behind the barrier free ramps.
- The no parking signs on Mildred appear to conflict with the paving plans.
- If pedestrians are to be restricted from entering the roundabout island, then "No Pedestrian" signs should be installed in the island.
- All discussions to date regarding pedestrian crossings at the roundabout have indicated that the crossings should be located one to two vehicles behind the yield line. This needs to be reflected on the plans.
- Addison has typically utilized pavement markers rather than striping for lane delineation.
- Advance warning signs for the roundabout should be provided.
- Additional signs (i.e. chevrons) identifying the roadway curvature are recommended.

Miscellaneous

- There appears to be an abrupt change in crossfall on the north side of the roundabout at Quorum.
- Loading and unloading areas should not be allowed in the area of the roundabout.

If you have any questions, please do not hesitate to call.

COWLES & THOMPSON

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

801 MAIN STREET, SUITE 4000
DALLAS, TEXAS 75202-3783

TELEPHONE (214) 672-2000

FAX (214) 672-2020

CHARLES CORRELLS
(1825-1882)

907 W. WASHINGTON, SUITE 100
P.O. BOX 1127
CHERMAN, TEXAS 75091-1127
TELEPHONE (903) 893-8088

NCNB TEXAS NATIONAL BANK BLDG, SUITE 321
100 WEST 203RD AVENUE
P.O. BOX 785
TEMPLE, TEXAS 76702-0785
TELEPHONE (817) 771-2800

ONE AMERICAN CENTER, SUITE 777
808 E. E. LOOP 373
TYLER, TEXAS 75701-8884
TELEPHONE (903) 591-6688

JOHN M. HILL
(214) 672-2170

January 11, 1996

VIA TELECOPY AND U.S. MAIL

Mr. John Baumgartner
City Engineer
Town of Addison
P.O. Box 144
Addison, Texas 75001

Re: Addison Circle Phase I - Contract Documents

Dear John:

You have asked us to review the Advance Final draft of the Construction Specification and Contract Documents for Phase I of the Addison Circle project. Below are our comments:

I. Section IB (Instructions to Bidders).

A. Paragraph C describes the documents which comprise the construction contract, and should be amended to reflect additional documents which are included in the bid packet, as follows:

"Documents include the Bidding Requirements (including the Advertisement for Bids and these Instructions to Bidders), Proposal Form, Contract Agreement, General Provisions, Special Provisions, Technical Specifications, Drawings plus Addenda which may be issued by the Consultant during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual."

B. Paragraph P is entitled "Execution of the Contract" and should be amended to read as follows:

"The successful bidder will be required to enter into a contract with the Owner within seven (7) calendar days notice by the Owner that his bid has been accepted. Failure to enter into a contract within the established time limit ~~without proper justification~~ shall

Mr. John Baumgartner
January 11, 1996
Page 2

be considered grounds for forfeiture of the bid bond. In conjunction and simultaneous with the construction of Addison Circle Phase I, Gaylord Properties, Inc. ("Gaylord") and Columbus Realty Trust ("Columbus") will be constructing certain private improvements within Addison Circle Phase I upon that portion of the Property included within the applicable phase or sub-phase. Therefore, upon the award and execution of the construction contract between the Town of Addison and the successful bidder as the contractor and in order to coordinate the construction of the public and private facilities, the Town of Addison will 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 the contract for all purposes, including inspection, material testing, staking, supervision and coordination of all construction work. The successful bidder as the contractor shall look solely to Gaylord and Columbus concerning any claim under the contract."

C. In Paragraph R ("Liquidated Damages") the first and second sentences should be amended to read as follows:

"The time of completion is of the essence of this contract. Notwithstanding any other provision of the Documents comprising the construction contract for the Addison Circle Phase I project, for each calendar day that any work shall remain uncompleted after the time specified in the proposal and the contract, or the increased time granted by the Owner, or as equitably increased by additional work or materials ordered after the contract is signed, the sum per day given in the following schedule shall be deducted from the monies due the Contractor: \$500 per Calendar Day."

At the end of Paragraph R the following sentence should be added:

"In the case of any conflict, the terms of this paragraph regarding liquidated damages shall control."

D. The fourth line of Paragraph U ("Bid Security") should be amended to provide that if a bid bond is submitted as the security for the bid, then the surety company which issues the bond must be licensed to do business in the State of Texas:

"...a reliable surety company licensed to do business in the State of Texas as a guarantee that the bidder will enter into a contract and execute a Performance Bond and Payment Bond within ten (10) calendar days after notice of award of contract to him..."

Mr. John Baumgartner
January 11, 1996
Page 3

2. **Section PrB (Performance Bond).** The third line of the first full paragraph should be revised to read as follows:

"...Realty Trust, ~~together~~ hereinafter called the OWNER, in the penal sum of the amount stated above, for the..."

The last word in paragraph beginning "NOW THEREFORE" is "virtue" and should be "effect."

3. **Section PyB (Payment Bond).** The comments regarding the performance bond apply to the payment bond.

4. **Section MB (Maintenance Bond).** The opening paragraph refers to the Town of Addison as a corporation "chartered by..a Special Act of Legislature..." That reference should be amended to read as follows:

"...the Town of Addison, Texas, a duly incorporated home rule municipal corporation under the laws of the State of Texas ~~chartered by virtue of a Special Act of Legislature of the State of Texas, as Addison, Dallas County, Texas,~~ the sum of..."

In the "NOW THEREFORE" paragraph and in the eighth line, the word "branches" is used and does not appear to be the proper word. It seems that the proper word to use in that context is "breaches."

5. **Section GP (General Provisions).** This Section incorporates Items 1.0 through 1.63 of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (1983). We would suggest some modifications to a few of those Items, as follows:

A. **Item 1.22.2 (Indemnification):** The contract provides (as provided by the Master Facilities Agreement) that the City is to assign all of its interest in the construction contract to Gaylord and Columbus, and that Gaylord and Columbus will then act as the "owner." However, we want to make sure that, on items such as indemnification and insurance, the City is included as the "owner." Therefore, Item 1.22.2 relating to indemnification should be amended to read as follows:

"The Contractor and his sureties shall indemnify the Town of Addison, Texas, Columbus Realty Trust, and Gaylord Properties, Inc. (for purposes of this indemnification herein referred to together as the "Owner"), their officials, officers, employees and agents against, and hold the Owner, their officials,

Mr. John Baumgartner
January 11, 1996
Page 4

officers, employees and agents harmless from, any and all liability, actions, causes of action, lawsuits, judgments, claims, damages, costs or fees, including attorney's fees, for any injury to or the death of any person, or damage to or destruction of any property, resulting from or based upon, in whole or in part, any act or omission of the Contractor (including, but not limited to, the failure to provide any necessary barricades, warning lights or signs), its officers, employees agents, or subcontractors under, in connection with, or in the performance of this construction contract for the Addison Circle Phase I project. The provisions of this paragraph shall survive the termination of this construction contract."

B. Item 1.26 (Insurance): A new paragraph 1.26.6 should be added to provide as follows:

"1.26.6. **Owner defined.** For purposes of this Item 1.26, "Owner" shall mean and include the Town of Addison, Texas, Columbus Realty Trust, and Gaylord Properties, Inc."

C. Item 1.27.4 (Special Warranty): The maintenance bond being required is a 2 year bond. However, the special warranty period provided in the General Provisions is for a 1 year period. Therefore, I would suggest that the warranty period be amended to mirror the maintenance bond period, as follows:

"If within two one years after final acceptance of the work by the Owner,..."

D. The first part of Item 1.48 (Claims against Owner and Action Thereon) should be amended to read as follows:

"No claim against the Owner (including the Town of Addison, Texas) under the contract or for breach of contract or additional compensation for extra or disputed work shall be made..."

E. Item 1.49.1 (Claim Against Officers, Employees or Agent of the Owner) should be amended to read as follows:

"No claim whatsoever shall be made by the Contractor against any officer, employee or agent of the Owner (including the Town of Addison, Texas) for, or on account of, anything done or omitted to be done in connection with this contract."

Mr. John Baumgartner
January 11, 1996
Page 5

F. Item 1.51.4 (Final Payment) should be amended by amending the next to the last paragraph to read as follows:

"The acceptance of the Contractor of the final payment as aforesaid shall operate as and shall be a release to the Owner (including the Town of Addison, Texas, its officers, employees and agents) from all claims or liabilities under the contract, including all subcontractor claims, for anything done or furnished or relating to the work under the contract or for any act or neglect of said Owner relating to or connected with the contract."

6. Section SP (Special Provisions).

A. Paragraph 33 (Removals, Adjustments and Replacements): The word "requirement" in the third line of the second paragraph should be "required." The word "obstruction" in the first line of the third paragraph should be plural.

B. Paragraph 35 (Traffic Control): The fourth and fifth lines refer to the Uniform Act Regulating Traffic on Highways and cite article 6701d. In 1995, the Uniform Act was replaced by the Texas Transportation Code, and therefore the relevant part of this paragraph should be revised as follows:

"...issued under the authority of Sections 542.202, 544.001 and 544.002 of the Texas Transportation Code ~~the "State of Texas Uniform Act Regulating Traffic on Highways", codified as Article 6701d Vernon's Civil Statutes, pertinent sections being Section Nos. 27, 29, 30 and 31.~~ The Contractor will not remove..."

C. Paragraph 37 (Final Acceptance of Work): The last sentence provides as follows:

"Upon final acceptance of the completed work, the contractor shall look solely to the Town of Addison concerning any claim under the contract."

The concern with this sentence is that it could be construed to contradict Item 1.51.4 of the Council of Governments Standard Specifications, which provides in the next to the last sentence that the contractor's acceptance of the final payment operates as a release to the Owner from all claims or liabilities under the contract (including all subcontractor's claims). If the contractor is authorized to look to the City for any claim under the contract after the final acceptance of the work, then there has been no release by the contractor. Therefore, the last sentence of paragraph 37 should be struck.

Mr. John Baumgartner
January 11, 1996
Page 6

D. Paragraph 40 (Pay Items): The second paragraph should be amended to read as follows:

"Gaylord and Columbus shall review all invoices and/or pay requests received from the contractor and forward the same to the Town of Addison for payment with such supporting documentation as the Town may require. All payments for work performed under the contract shall be made by the Town to Gaylord and Columbus for forwarding to the construction contractor. The Town shall not make a payment under any such invoice or pay request unless Gaylord and Columbus ~~have~~ has provided to the Town ~~a certification~~ an approval regarding the invoice or pay request and Gaylord and Columbus ~~have~~ has reviewed and approved the same. Such 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. All change orders shall be processed and approved in accordance with the Town of Addison's procedure for the review and approval thereof."

The additions are to reflect what is provided for in Section 6.B.2(d) of the Master Facilities Agreement.

The last paragraph should be amended to read as follows:

"Final payment to the construction contractor shall not be made until all Work has improvements have been finally completed (as verified by Gaylord and Columbus and the Town of Addison) in accordance with the construction contract, plans and specifications and have been finally accepted by the Town of Addison."

E. Paragraph 48 (Special Construction Sequencing): In the fourth paragraph (which begins "For bidding purposes"), add the words "Town of Addison's" prior to "Director of Public Works" in the third line.

F. Chapter 2258 of the Texas Government Code requires that the City must pay a worker "employed by it or on behalf of it" (and including a worker employed on a public work if the worker is employed by a contractor or subcontractor) not less than the:

Mr. John Baumgartner
January 11, 1996
Page 7

- (1) general prevailing rate of per diem wages for work of a similar character in the City; and
- (2) general prevailing rate of per diem wages for legal holiday and overtime work.

The statute further provides that the City must "specify in the call for bids for the contract and in the contract itself the wage rates" determined by the City.

In accordance with this requirement, the City's schedule of wage rates should be attached to and made a part of the contract, and a new paragraph should be added to the Special Conditions to read as follows:

"Wage rates paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem wages as attached hereto."

Additionally, a reference to the minimum wage rate schedule should be made in the notice to or instructions to bidders.

Finally, as we have discussed, I am preparing an assignment and construction services agreement between the City and Gaylord and Columbus to reflect what is in the Master Facilities Agreement.

These are all of our comments at this time. Should you have any questions or desire any additional information, please give us a call.

Very truly yours,



John M. Hill

JMH:wn

cc: Mr. Kenneth C. Dippel

COWLES & THOMPSON

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

801 MAIN STREET, SUITE 4000
DALLAS, TEXAS 75202-3783

TELEPHONE (214) 672-2000
FAX (214) 672-2020

CHARLES CORRELLS
(1925-1982)

307 W WASHINGTON, SUITE 100
P.O. BOX 1127
SHERMAN, TEXAS 76081-1127
TELEPHONE (903) 893-8029

NCNB TEXAS NATIONAL BANK BLDG, SUITE 321
100 WEST ADAMS AVENUE
P.O. BOX 785
TEMPLE, TEXAS 76703-0785
TELEPHONE (817) 771-2000

ONE AMERICAN CENTER, SUITE 777
908 E.S.E. LOOP 323
TYLER, TEXAS 75701-8884
TELEPHONE (903) 681-6688

JOHN M. HILL
(214) 672-2170

January 12, 1996

VIA TELECOPY AND U.S. MAIL

Mr. John Baumgartner
City Engineer
Town of Addison
P.O. Box 144
Addison, Texas 75001

Re: Addison Circle Phase I - Contract Documents

Dear John:

In reviewing the Master Facilities Agreement I came across another item which should be included in the construction contract. Section 6.B.2.(c) of the Master Facilities Agreement provides as follows:

"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 paragraph. In the event Gaylord and Columbus intends 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.*"

Therefore, in order to reflect in the construction contract the City's right to audit such claims, Paragraph P of the Instructions to Bidders should be further amended to read as follows (the language below includes the amendments to Paragraph P which were in my January 11 letter, with the additional amendments being underlined and in bold):

Mr. John Baumgartner
January 12, 1996
Page 2

"The successful bidder will be required to enter into a contract with the Owner within seven (7) calendar days notice by the Owner that his bid has been accepted. Failure to enter into a contract within the established time limit without proper justification shall be considered grounds for forfeiture of the bid bond. In conjunction and simultaneous with the construction of Addison Circle Phase I, Gaylord Properties, Inc. ("Gaylord") and Columbus Realty Trust ("Columbus") will be constructing certain private improvements within Addison Circle Phase I upon that portion of the Property included within the applicable phase or sub-phase. Therefore, and in accordance with a Master Facilities Agreement previously entered into on July 17, 1995 between the Town of Addison, Gaylord and Columbus (which provides in part for the coordination of the construction of the public and private improvements in the Addison Circle), upon the award and execution of the construction contract between the Town of Addison and the successful bidder as the contractor and in order to coordinate the construction of the public and private facilities, the Town of Addison will ~~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 the contract for all purposes, including inspection, material testing, staking, supervision and coordination of all construction work. The successful bidder as the contractor shall look solely to Gaylord and Columbus concerning any claim under the contract.

In the event that any such claim results from the wrongful failure by the Town of Addison to make construction payments in accordance with the terms of the Master Facilities Agreement, Gaylord and Columbus may seek reimbursement in accordance with this paragraph. In the event Gaylord and Columbus intends 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."

Mr. John Baumgartner
January 12, 1996
Page 3

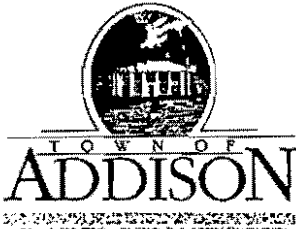
Please let me know if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "John M. Hill". The signature is written in a cursive style with a large initial "J" and "H".

John M. Hill

JMH:wn



PARKS & LEISURE SERVICES

(214) 450-2851 • FAX (214) 248-7814

Post Office Box 144 Addison, Texas 75001

16801 Westgrove

Date: January 16, 1996
To: Carmen Moran, Development Director
From: Slade Strickland, Director
Parks and Leisure Services
Subject: Urban Center - Phase I Plan Review

Sheet #	Comments
18/137	Restore circular paver drive next to the water tower that is damaged by construction activities. Repair paver drive per Pavestone Company specifications. All existing landscaping and irrigation disrupted/damaged by utility construction around the water tower shall be repaired per the Town of Addison landscape and irrigation specifications. All turf areas shall be tilled to a depth of 4 inches, raked smooth and solid sodded with Buffalograss and/or Bermuda grass approved by the Town of Addison.
SLEEVING PLAN	
42/137	Provide (2) 4" sleeves from Rond Point to northwest side of intersection for irrigation/fountain water supply.
42/137	Provide sleeves for proposed planter pot from private development. Private development shall maintain pots including watering.
SURFACE PATTERNING PLAN	
37/137	Shouldn't the running bond brick 'B' be parallel to the edge of the tree wells on Mildred instead of diagonal?
47/137	No plans for Bosque Park wall.
41/137	Delete rectangular paver areas (2) in center of Paschal Mews.
42/137	Determine limit of project on east and west side of Quorum.
42/137	Submit proposed brick paver for approval.
50/137	Check spacing on lights because they appear too far apart at intersection of Quorum and rond point.
50/137	Verify utility conflicts with light foundations, tree pits, etc. Manholes, etc. should be coordinated with landscape.
47/137	Will the pedestrian walkway on the north side of Building "A" be used by vehicles? If not, does a bollard need to be placed at the Witt Mews end (northwest corner of Building "A"). Will concrete/paver specifications support vehicle load?

**Plan Review - Urban Center Phase I
(Sleeving, Paving, Streetscape, Landscaping, Irrigation)**

- 47/137 What is the schedule for the Bosque Park and how will the north side of Building "A" interface with raw park land in terms of project sequencing?
- 47/137 Will the park wall be constructed as part of Phase I? If so, plans need to be included.
- 43/137 Provide concrete/ribbon restraint along south side of paver sidewalk on south side of Mildred Street.
- 56/137 Is the tree grate shown the upgraded grate? See pay item #901 in bid schedule, page PF-48. What is upgraded grate?
- 55/137 Provide dowel from street curb into 4" concrete subbase and provide 1" sand base for brick paver.
- 55/137 Notes (8) place expansion joint every 30 feet and use bituminous joint in lieu of redwood.
- 56/137 Tree fence footings must not impact tree root ball.

**PLANTING AND FURNITURE
PLAN**

- 123/137 Who provides meters and double checks for the water fountains and where does the fountain drain to...storm sewer?.....sump?
Is water fountain shown in Bosque Park part of Phase I? Shouldn't this be part of park development phase?
- 121/137 Transplant and hold 3 existing Bald Cypress and show new trees as Red Oaks.
- 122/137 Place four type 'A' benches on east side of rond point to balance bench seating.
- 123/137 Red Oaks proposed for narrow Quorum left hand turn median are too large for this location. Consider substitute planting or paver.
- 123/137 Center all park benches between tree wells.
- 123/137 Lawn Type "A" on Quorum median shall be 'TexTurf 10' bermuda sod.
- 123/137 Red Oaks on Quorum crosswalk at Morris Avenue intersection are too close to the crosswalk curbs.
- 124/137 Change all bench type 'C' to bench type 'B' for more consistent look throughout project.
- 125/137 Bike racks and water fountain located at Morris Avenue park entrance is awkward. It appears that one bike rack and the litter receptacle are inside the park wall.
- 126/137 Why are the bike rack and litter receptacle shown inside the park?

**Plan Review - Urban Center Phase I
(Sleeving, Paving, Streetscape, Landscaping, Irrigation)**

- 127/137 What is weeping love grass? How is it maintained and how often?
Consider Buffalograss as alternative.
- 127/137 Change all trash receptacles to type 'A' Bowery trash receptacles to
maintain consistent look throughout project. All trash receptacles
shall be maintained by Columbus Property Management.
- 127/137 All pots shall be irrigated, planted, and maintained by Columbus
Property Management.
- 127/137 All Live Oaks shall be 200 gallon, container grown, 14'-16' height, 6'
spread, full.

All trees shall be inspected and field tagged on the designated nursery sites by the Town of Addison.

- 127/137 'Nellie R. Stevens' holly are not listed on the plant schedule.
- 127/137 Holly are shown on sidewalk. Revise to show behind paved edge.
- 127/137 Add 'Tex Turf 10' solid sod on plant schedule to be placed on
Quorum medians.
- 127/137 Pay Item # 907 wall clock isn't shown on site furnishing plan. A detail
and location of the clock need to be included in the plans.
- 129/137 No trees in the Bosque Park shall be removed without prior approval
by the Town of Addison. Any trees proposed to be removed shall be
tagged with flagging tape and inspected by the Town of Addison for
removal

IRRIGATION PLAN

IN GENERAL

Cannot locate controller "A" and who supplies power to controllers?
For maintenance ease, avoid 45 degree elbows on pipe larger than
¾".

Sleeve sizes need to be written in on the plans.

If possible, no fittings under hardscape, but if necessary, they must
be housed in concrete traffic control box with metal lid.

Water meters need to be 1½", but DCA can be 2". Include
approved master valve, flow meter, and necessary wiring at each
water source.

Wherever possible, avoid putting mainline under hardscape.

Do not place valves in hardscape.

Quorum center medians have existing landscape and irrigation.
Following construction, these need to be inspected for damage and
implement repairs to Town's satisfaction.

Existing irrigation on the Quorum medians should be substantially
salvageable. Rework design to incorporate these sections.

Scale in all title boxes is wrong.

Install extra wire to end of all mainline runs in every direction.

No QCU's are shown. Space every 200'.

Install isolation ball valves on main every 400'.

- 130/137 Some heads require arcs not shown in legend.

**Plan Review - Urban Center Phase I
(Sleeving, Paving, Streetscape, Landscaping, Irrigation)**

- Some sleeves not shown.
Relocate valves and main to turf areas.
Some head symbols not drawn in proper location.
Some nozzles too large for given landscape area and overspray too much.
Eliminate crosses.
Coverage falls short or only single head coverage in some areas.
Some piping not sized.
- 131/137 Relocate valves and main into turf area.
Some sleeves not shown,
Some tree wells on turf zone and are being overwatered by additional turf heads. Redesign to keep turf water in turf zones.
Some heads require arcs not shown in legend.
Eliminate crosses.
Some piping not sized.
Coverage insufficient in some areas.
Provide 8 extra wires to Rond and use ball valve as main cap.
- 132/137 Some sleeves not shown.
Some heads omitted.
Eliminate crosses.
Some heads require arcs not shown in legend.
Some nozzles too large for landscape area and overspray too much.
No valves or fittings under paving.
Coverage insufficient in some areas.
Some pipe not sized.
Questionable design few areas.
- 133/137 Relocate valves to turf,
No fittings under paving.
- 134/137 Some areas have poor coverage or overspray onto hardscape.
Some sleeving not shown.
Some piping not sized.
Some head symbols not shown in proper location.
No valves under paving.
Label controllers with letter and change type.
- 135/137 Some sleeving not shown.
- 136/137 Some sleeving not shown.
Some nozzles too large for landscape area and overspray too much.
Questionable design few areas.
- 137/137 Rework details and notes to conform to Town's specifications.

ADDENDUM #1
IRRIGATION SPECIFICATIONS

1. Town of Addison Irrigation Specifications dated 1/11/96 supersede any and all others. However, any discrepancies between those of the approved construction plans and those of the Town must be brought to the attention of the Town's designated representative for a final determination.
2. Water taps will be 2" in size. All parts must conform to Town of Addison Water Department specifications and are the responsibility of the contractor to provide. Inspection of taps by Water Department representative must occur. Excavation and tap permits are required. Unless noted and approved, meters are to be 1½" in size and again conform to Water Department specifications for type and installation along with meter boxes and backfilling procedures. Contact: Keith Thompson (214) 450-2873 or Dave Wilde (214) 450-2872.
3. All paving must have Town-approved sleeve sizes and quantities present. It is the responsibility of the contractor to notify the Town of any area where sleeving should be present but is not and provide such materials at his cost. Any paving installed without sleeving will necessitate a bore and subsequent sleeving at the contractor's expense.
4. RainMaster controllers and associated hardware will be utilized on the job. Reference Town's Irrigation Specifications for this aspect of the job. Note: separate stations will be necessary for operation of lights, fountains, etc.; additional hardware is also needed and is to be purchased and installed by the contractor. For part numbers and pricing contact Matt Swor of Longhorn Supply at (214) 406-0222. For technical questions, contact Don Thompson of TNT at (214) 530-6789 or John Terosian of RainMaster at (800) 777-1477.

TOWN OF ADDISON
IRRIGATION SPECIFICATIONS

Revision 01/11/96

1. Design head to head with no single head coverage. Use appropriate size nozzles for a given landscape area so as not to spray onto or over paved surfaces or structures. Do not exceed manufacturer's recommendations.
2. All main line pipe 2" and smaller is to be Schedule 40 belled PVC; larger sizes are to be Class 200. Put not more than two (2) pipes in any one trench. Class 200 belled PVC lateral piping is subject to prior approval by the Town.
3. Fittings: No crosses are permitted. Separate tees and/or elbows by at least 12". Reduction tees are preferred over use of reducer bushings. Only Spears and/or Lasco are permitted. Allow 18" outside of sleeve before first fitting. Prefer no 45 degree elbows on 1" and larger pipe.
4. Wiring: 14 ga. UF. Red - Control wires. White - Ground. Anytime wiring changes direction, such as at an elbow or tee, allow a loop at least one hand width (10 inches) alongside the fitting at that location. Only continuous wire runs are permissible unless otherwise approved. Wire should follow mainline where possible and lay along a single side not crossing over lateral lines.
5. Use King connectors for all wire splices. Allow at least 36" of pigtailed wire at each splice. All valve splices are to be housed in standard (large) rectangular plastic valve boxes. All field splices are to be in 10" round plastic valve boxes.
6. Only Weathermatic 11000 Series plastic valves are permitted. They are to be located within standard (large) rectangular plastic valve boxes with 4"-6" of pea gravel placed underneath the valve in such a manner as to prevent soil infiltration into the box.
7. Only Buckner Model 30A single lug ¾" QCV's are permitted. They are to be connected to a threaded fitting. Teflon paste and appropriate length gray Schedule 80 nipples and Schedule 40 fittings are to be used. House QCV in a 10" round plastic valve box.
8. All heads are to be attached to threaded fittings via 6" Lasco polyethylene nipples cut to the appropriate length. All nozzle sizes will be designated on the plans.

Pop-ups: Only Toro 570C Series are permitted, unless otherwise noted. Install ¾" above finished grade. Turf - 4" (includes tree bubblers within turf areas, use Toro SB-PC nozzles). Very low ground cover (<6" mature height) - 6" HP. Ground cover and low growing shrubs - 12" HP. Funny pipe for 12" HP installations with owner approval is acceptable if conditions warrant.

Bubblers: Bed areas only. Use Toro 500 Series stream or flood bubblers.

Rotaries: Only Hunter PGP Series are permitted, unless otherwise noted. Install $\frac{3}{4}$ " above finished grade.

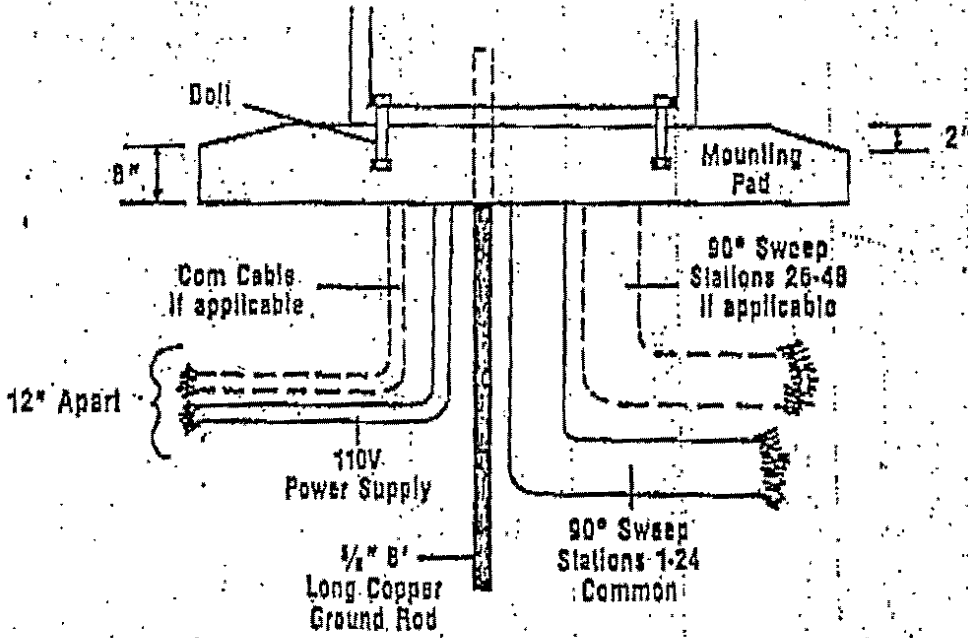
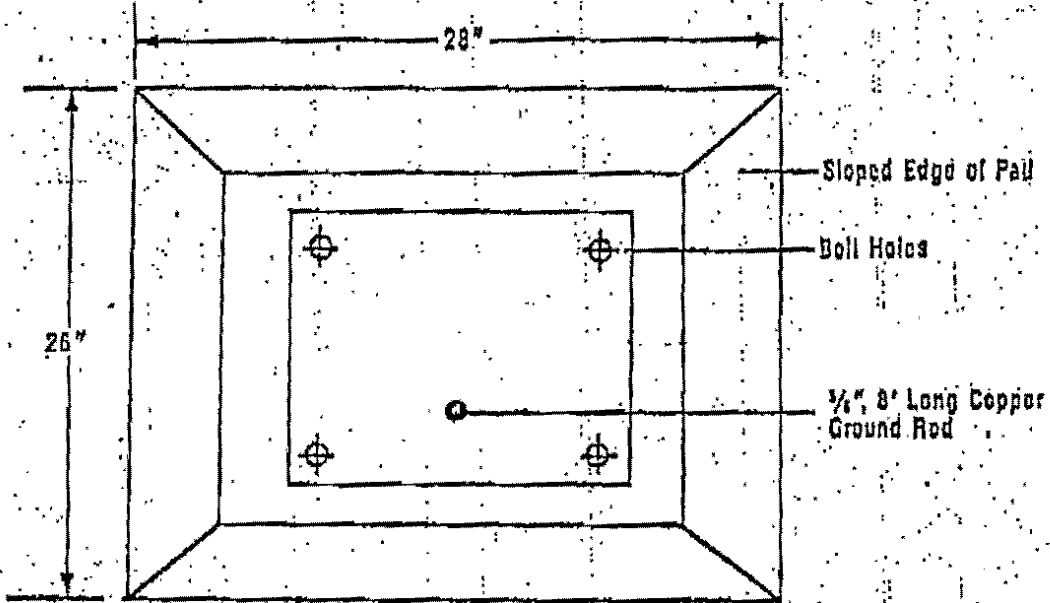
Risers: Use Type-M copper with soldered male ends for Toro 570-S shrub adapters and female ends to attach to short polyethylene nipples screwed into threaded fittings. Owner reserves the right to determine placement of risers versus pop-ups.

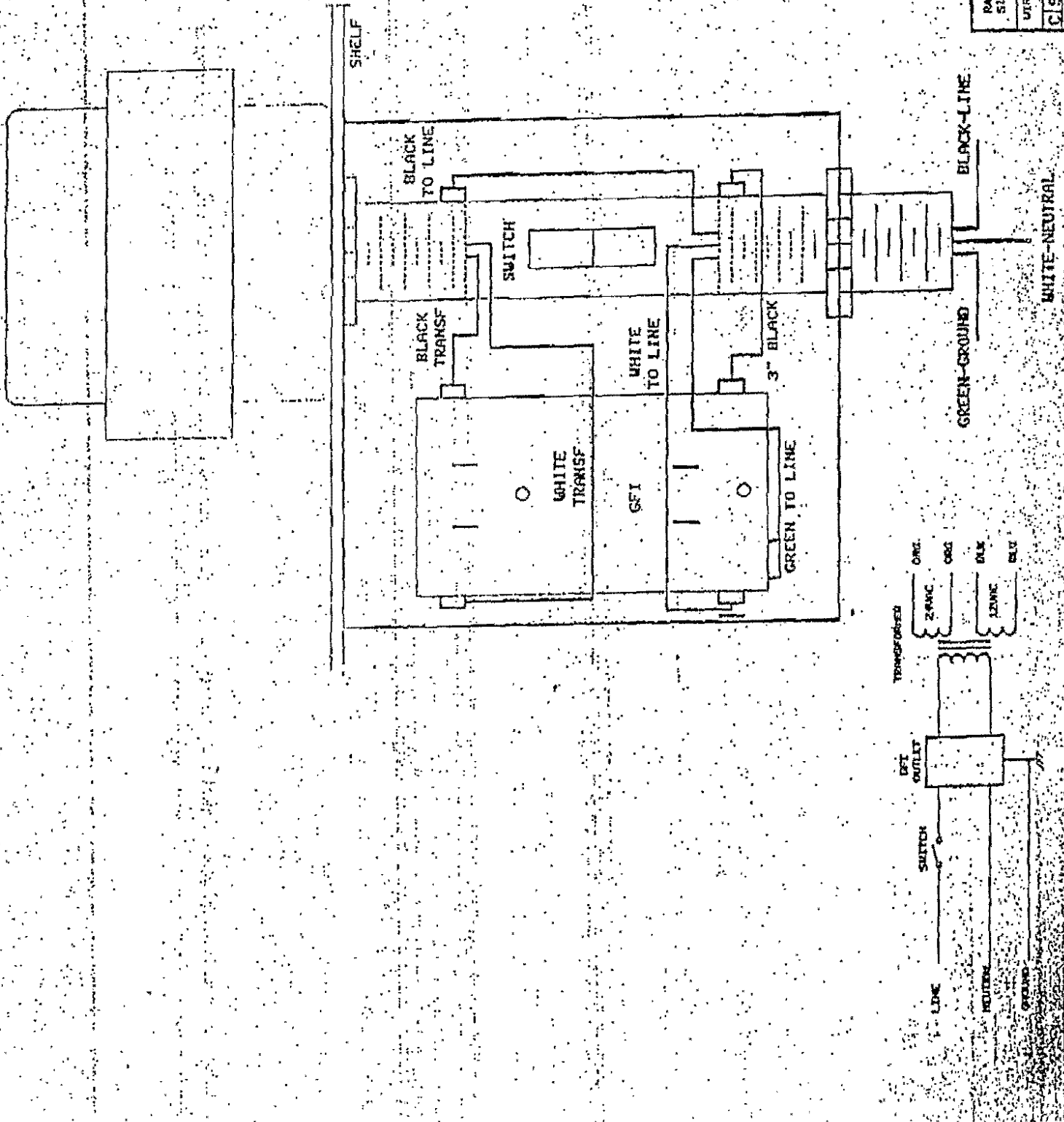
9. Only Hersey MVR meters and three (3) brass flanges are acceptable. Meter lay lengths must be in accordance with Town of Addison's Public Works Department specifications. Stainless steel bolts and nuts must be used in the installation along with neoprene gaskets. House in appropriate size, (to be determined by Owner), concrete box with lid. To bring box to ground level use bricks or pavers, and backfill inside below meter base with at least 6" of pea gravel. Connection to main must be approved and inspected by the Town's Utilities Department and all tap materials are to be purchased at the expense of the contractor and must comply with the Town's specifications. A permit is also required.
10. Only Febco 805-Y Double Check assemblies are to be used. Connect to meter flange using Teflon paste and gray Schedule 80 nipple at least 12" in length. House in appropriate size, (to be determined by Owner), rectangular plastic valve box. See above meter installation instructions and follow same with the exception of using plastic valve box extensions for increased height. Connect irrigation mainline to DCA using Teflon paste and PVC male adapter.
11. Female threaded plastic ball valves with positive T-handle cut off must be installed. House in standard (large) rectangular plastic valve box and follow meter box installation instructions for DCA assembly.
12. Only an appropriate size Rain Master Evolution stainless steel controller with sensor and communication board and transient protection along with a stainless steel free-standing pedestal is permitted. Controller must include all necessary hardware to ensure communication and operation with the Town's central control located at 16801 Westgrove. Installation must also include, but not be limited to, additional Rain Master hardware such as: phone modem, flow meters, Weathermatic master valves, etc. Any additional direct burial wiring going to a device other than a station valve must have a separate solid color assigned to it. It is the contractor's responsibility to entail the cost of and work in conjunction with Southwestern Bell Telephone to establish a dedicated phone service and install an interface within the pedestal at each controller location via approved direct burial cable. Controllers are to be affixed to a Town-approved permanent concrete pad via four (4) 7/16" or larger stainless steel bolts, nuts and washers. All wiring is to enter the pedestal via approved size gray PVC sweep elbows extending at least 1" through the pad. Control wiring, 120-volt service, and phone cables are to be separated with each having its own access elbow. All local and national codes must conform to any and all aspects of the installation. All

controllers are to be wired for remote operation with Irritrol RVC units; to achieve this utilize appropriate size universal pig tail adapters. The entire installation must conform to Rain Master specifications and be approved by the Town prior to and be inspected during installation. Such specifications will include grounding and pad configurations and distances of separation from water meter to master valve to flow meter and first fitting. Additional Rain Master hardware will be needed to control remote devices such as lighting, fountains, or booster pumps; these will also be the responsibility of the contractor to supply, install and ensure proper operation. The Town of Addison may also specify the installation of a Rain Master ET Tracker and any related equipment to make-it a functional component of the computer-controlled system. A mini-click freeze sensor must be installed at every controller in an approved location and by an approved method.

13. Use clean and approved loam to backfill all pipe to a depth of at least 6" above top of pipe. All heads and boxes are to be backfilled to grade with loam. Remainder of trench may be filled using clean and approved soil. No rocks greater than 1" are allowed. Compact trenches to alleviate settling. Minimal depth of coverage is 12".
14. All sleeves 2" and smaller will be Schedule 40 PVC with size and approximate location noted on the plan. Larger sizes will be Class 200. All piping underneath paving, including sidewalks, must be sleeved. All sleeves are to be belled PVC pipe.
15. Use appropriate and approved PVC solvent. Avoid excessive use and wipe all joints and fittings clean.
16. The installer is responsible for resetting head and/or box height due to settling. Contractor must supply a workmanship warranty for (1) year from date of completion.
17. All work is to be accomplished by or directly supervised by an on-site irrigator licensed by the State of Texas.
18. Prior to any backfilling of trenches, an inspection by the Town's representative must take place and implement any necessary changes; otherwise, manual excavation to enable proper inspection will be necessary.
19. Valve sequencing must be performed by the contractor and in an order approved by the Town's representative. At least 6" of extra station wiring within the bottom of the pedestal is necessary for each zone and must be of neat and orderly appearance.
20. Plans are diagrammatic and field adjustments are often necessary. For this reason, prior to trenching, head layout with flags needs to be done and locations approved by Town's representative. Not doing so may result in the relocation of heads at the contractor's expense.
21. Communication is the key. If you are unsure - CALL!

Overhead View of Mounting Pad RMIS EV10B



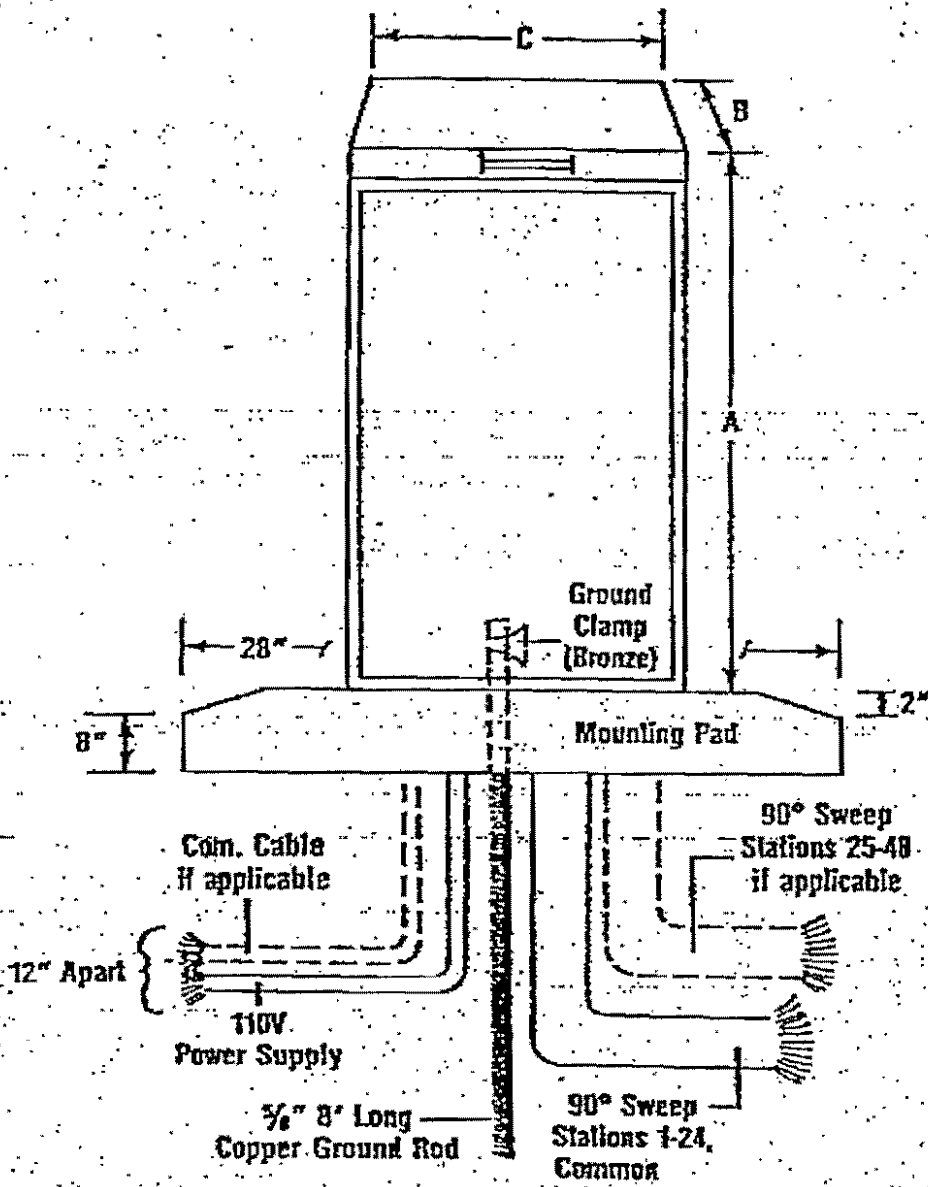


RAIN MASTER IRRIGATION SYSTEMS
 SHIRI VALLEY, CALIFORNIA
 USING DISCONNECT, EVOLUTION PFD AC POWER

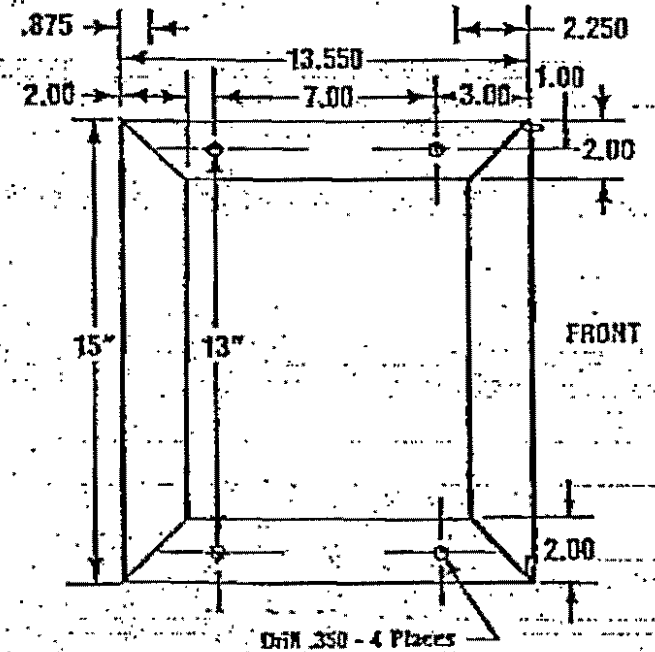
CISCO EV-PEP-AC
 DREW R. W. COOK | DATE: 10/11/94 | UNIT: 0000

REV. A

Rain Master Pedestal Installation Detail
 Figure RMIS-EV10A



Bolt Template



NOTE:

- A) 37" Top Lid Closed, 49" Top Lid Open
- B) 15.3" Door & Lid Closed, 30" Front Door Open
- C) 15.3" Door Closed, 16.3" Front Door Open

February 8, 1996

Mr. John Baumgartner
Director of Public Works
Town of Addison
PO Box 144
Addison, Texas 75001-0144

RE: Addison Circle Development

Dear Mr. Baumgartner:

After reviewing the bids for public infrastructure at Phase I of Addison Circle, we request that the project be re-bid based on the following explanation:

Regardless of the fact that it is over budget, if we (1) revise the scope on various items and (2) try to be more creative with the staging between the public and private project, we can create substantial savings for both the Town of Addison and Columbus.

Thank you for your assistance and diligence in this effort.

Sincerely,



Bryant Nail
Vice President - Development
Columbus Realty Trust

BN:ds



R E A L T Y T R U S T

February 15, 1996

Mr. John R. Baumgartner, P.E.
Director of Public Works
Town of Addison
16801 Westgrove Drive
PO Box 144
Addison, Texas 75001

**RE: Addison Circle Phase I
Public Infrastructure**

Dear John:

Pursuant to our discussion, this letter is to confirm that Columbus Realty Trust will execute the rough grading of Morris Avenue, McKamy Avenue, Witt Mews and Paschal Mews as well as the grading on the water tower site prior to commencement of the public infrastructure contract. These areas will be delivered to the Town's contractor consistent with the specifications for rough grading at a tolerance of ± 0.10 foot. We believe that by combining most of the infrastructure earthwork with our development's earthwork, we can realize a savings over the Town's contractor and mitigate the delay which we have caused through the rebidding of the infrastructure project.

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

Sincerely,

COLUMBUS REALTY TRUST

A handwritten signature in black ink, appearing to read "Bryant Nail".

Bryant Nail
Vice President - Development

BN/ds

February 15, 1996

Mr. John R. Baumgartner, P.E.
Director of Public Works
Town of Addison
16801 Westgrove Drive
PO Box 144
Addison, Texas 75001

**RE: Addison Circle Phase I
Public Infrastructure**

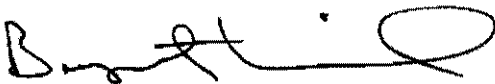
Dear John:

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

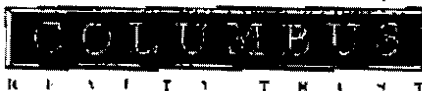
Sincerely,

COLUMBUS REALTY TRUST



Bryant Nail
Vice President - Development

BN/ds



February 22, 1996

Mr. John R. Baumgartner, P.E.
Director of Public Works
Town of Addison
16801 Westgrove Drive
PO Box 144
Addison, Texas 75001

RE: Addison Circle

Dear John:

Pursuant to your discussion with Mark Brandenburg, this letter is to confirm that Columbus Realty Trust will be permitted to utilize the parking lot next to the stone cottage, west of the Building B parking garage, during the construction of Addison Circle. It will be necessary for us to remove the existing electric light polls during the construction process. When the project is completed, we will replace them to your satisfaction.

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

Sincerely,

COLUMBUS REALTY TRUST

A handwritten signature in black ink, appearing to read "Bryant Nail".

Bryant Nail
Vice President - Development

BN/ds

February 22, 1996

Mr. John R. Baumgartner, P.E.
Director of Public Works
Town of Addison
16801 Westgrove Drive
PO Box 144
Addison, Texas 75001

RE: Addison Circle

Dear John:

Pursuant to your discussion with Mark Brandenburg, this letter is to confirm that Columbus Realty Trust will be permitted to utilize the parking lot next to the stone cottage, west of the Building B parking garage, during the construction of Addison Circle. It will be necessary for us to remove the existing electric light polls during the construction process. When the project is completed, we will replace them to your satisfaction.

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

Sincerely,

COLUMBUS REALTY TRUST



Bryant Nail
Vice President - Development

BN/ds



Facsimile Transmission

TO: John Baumgardner
FAX #: 981-6643
LOCATION: Town of Addison

FROM: Bryant Nail
Fax # 770-5129
Voice # 770-5151

Date 3/4 Time 9:25
3 # Pages (Including Cover Sheet)

COMMENTS _____

NOTICE OF CONFIDENTIALITY

The information contained in and transmitted with this facsimile is: a) subject to attorney/client privilege, b) attorney work product, and/or c) confidential. It is intended only for the individual or entity designated above. You are hereby notified that any dissemination, distribution, copying, or use of or reliance upon the information contained in and transmitted with this facsimile by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. If you have received this facsimile in error, please notify us immediately by telephone at the number listed. Any facsimile erroneously transmitted to you should be immediately returned to the sender by U.S. mail, or if authorization is granted by the sender, destroyed.

COLUMBUS REALTY TRUST
DEVELOPMENT DIVISION
770-5151
FAX: 770-5129

MEMORANDUM

TO: John Baumgardner
FROM: BRYANT NAIL
DATE: March 4, 1996
RE: Addison Circle, Phase I
Via Facsimile: 931-6643

Please find the attached letter from Saad Hineidi with Fugro McClelland. They are proposing, in addition to performing the rough grading of the public streets, to perform this scope of work in lieu of lime stabilization. In performing this scope, we propose to overcut the two streets with surface class 6". Then, after the utility contractor has performed his work, we will bring in and process the 6" of tan and gray limestone before paving.

Please let me know at your earliest convenience of this meets with your approval.

FUGRO McCLELLAND (SOUTHWEST), INC.

2880 Virgo Lane
Dallas, TX 75299
Phone : 214-484-8301
Fax : 214-620-7328

February 26, 1996

Mr. Bryant Nail
Columbus Realty Trust
15851 North Dallas Parkway
Suite 855
Dallas, Texas 75248

Re: Report No. 0761-1075
Addison Circle, Phase I
Addison, Texas

Dear Mr. Nail:

Current plans require that the street's concrete pavement be placed on a six-inch thick lime stabilized subgrade. Lime stabilization is not necessary in areas where the tan weathered limestone is exposed at the subgrade level. In areas where the clay is exposed at the subgrade level, the top six inches of the clays may be excavated and replaced with tan or gray limestone that is placed and processed in accordance with the recommendations provided in the Site Preparation section (page 10) of the referenced Geotechnical Report.

We trust the information provided herein is sufficient for your present use. Please contact us if you need any additional information or if we can be of further service.

Very truly yours,

FUGRO-McCLELLAND (SOUTHWEST), INC.

[Signature]
Said M. Hineidi, P.E.
Manager, Geotechnical and Material
Engineering Services



EMH/md

Copy to: Mark Brandenburg, Columbus Realty Trust

A member of the Fugro group of companies with offices throughout the world.

(TUE) 02.27.96 10:18/ST. 10:17/NO. 35604939451 P 3/3

FROM



Facsimile Transmission

TO: John Baemgarter

FAX #: 960-7684

LOCATION: City of Addison

FROM: Bryant Darr

Fax # 770-5129

Voice # 770-5151

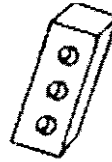
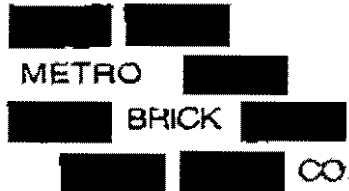
Date 4/1 Time 11:10

7 # Pages (Including Cover Sheet)

COMMENTS _____

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YOUR SPECIALTY BRICK SOURCE

15301 ADDISON ROAD DALLAS, TEXAS 75248
(214) 991-4488 FAX (214) 991-6769

April 1, 1996

TO: COLUMBUS REALTY TRUST
 ATTN: BRYANT NAIL
 FROM: BILL SELF
 RE: ADDISON CIRCLE

BRYANT,

ENCLOSED PLEASE FIND THE LETTERS FROM GLEN-GERY STATING THE LAB TEST RESULTS ON THE SERENDIPITY AND YORKSHIRE PAVERS. AT THIS TIME, THEY DO NOT HAVE A TEST REPORT ON THE SHILLINGTON PAVER, BUT AS YOU CAN SEE FROM THEIR LETTERS THEY ARE HAVING THESE TESTED. AS SOON AS THESE RESULTS COME IN, I WILL FORWARD A COPY TO YOU.

THESE ARE THE THREE COLORS THAT WE WILL BE SUPPLYING FOR THE ADDISON CIRCLE STREETS AND SIDEWALKS.

IF YOU HAVE ANY QUESTIONS, OR IF I CAN BE OF FURTHER ASSISTANCE PLEASE CALL.

THANK YOU

Glen-Gery Corporation
Technical Services/Research
Route 61
P O Box 340
Shoemakersville, PA 19556
610/562-3076
Fax: 610/562-2084



1 April 1996

Metro Brick
15301 Addison Road
Dallas, Texas 75248

REFERENCE: Addison Circle
Addison, Texas
Contractor: Columbus Realty
Dealer/Distributor: Metro Brick

To Whom It May Concern,

As requested by our Kansas City Distribution Center, please find enclosed letters of certification and test reports typical of the Serendipity Modular Paver Solid (2-1/4" X 3-5/8" X 7-5/8") and Yorkshire Modular Paver Solid (2-1/4" X 3-5/8" X 7-5/8") size units as manufactured by the Iberia plant of the Glen-Gery Corporation.

In addition you requested a letter of certification and test report typical of the Shillington Modular Paver Solid (2-1/4" X 3-5/8" X 7-5/8"). At the present time, we do not have a test report from which to certify this brick. Our office has requested the plant to send units to McCrath Laboratories for standard testing. As soon as these test results become available, we will forward them to you along with a letter of certification.

If the meantime should you require any additional information, please contact the Kansas City Distribution Center. Thank you for your interest in Glen-Gery's line of fine quality products.

Truly yours,

George Robinson
Director of Technical Services

gjr

Enclosures

cc - Kansas City Distribution Center

Glen-Gery Corporation
Technical Services/Research
Route 61
P.O. Box 340
Shoemakersville PA 19555
610/562-3076
Fax: 610/562-2084



1 April 1998

Metro Brick
1550 Addison Road
Dallas, Texas 75248

REFERENCE: Addison Circle
Addison, Texas
Contractor: Columbus Realty
Dealer/Distributor: Metro Brick

To Whom It May Concern,

The Yorkshire Modular Paver Solid (2-1/4" X 3-5/8" X 7-5/8") size units as manufactured by the Iberia Plant of the Glen-Gery Corporation meet ASTM Designation C902-93, the Standard Specification for Pedestrian and Light Traffic Paving Brick, Class SX, Type I, Application PS

Truly yours,

George Robinson
Director of Technical Services

GCJY

cc Kansas City Distribution Center

McCreath Laboratories, Inc.

610 WILLOW STREET
HARRISBURG, PENNSYLVANIA 17101

PHONE: 214-770-5129

RECEIVED
MAR 31

Laboratory Test No. IR-572

Date March 30, 1995

GLEN-GERY CORPORATION

Identification YORKSHIRE PAVER 3 5/8 X 2 1/4 X 7 3/8 MOLDED 03511D 3-10-93 75% IBERIA SHALE 23% HOLMES SHALE 2 1/2 MFCM

The following is a report of Tests on Building Brick conducted in accordance with ASTM Designation C67-93, "Standard Method of Sampling and Testing Brick"

Date Received 3-21-95 From IBERIA PLANT Test Completed March 30, 1995

Unit Identification	Compressive Strength (Gross Area/Marked) Pounds Per Square Inch (MPa)	ABSORPTION			SUCTION RATE	EFFLORESCENCE (No Efflorescence Effloresced)
		3 Hour Submersion in Boiling Water Per Cent	24 Hour Submersion in Cold Water Per Cent	Maximum Saturation Coefficient (Ratio of 24 Hour to 3 Hour)	Over-Dried Procedure Gain in Weight in One Minute Grains	
	8720 (60.2)	6.9	3.6	0.52	5	No Efflorescence
	8800 (61.1)	5.8	2.8	0.49	8	No Efflorescence
	7260 (50.1)	8.4	4.9	0.59	8	No Efflorescence
	8550 (59)	8.0	4.6	0.58	11	No Efflorescence
	9280 (64)	6.4	3.3	0.51	7	No Efflorescence
AGE	8530 (SR 9)	7.1	3.8	0.54	8	

As represented by the test results shown here comply with the Standard Specifications (ASTM C12-93) for Sewer Brick (Grade SM) and Machine Brick (Grades MS, Facing Brick (ASTM C52-92c) (Grades SW, MW, NW), Facing Brick (ASTM C16-92c) (Grades SW, MW) and Pedestrian and Light Traffic Paving Brick (ASTM C10-92) (Classes SX, MX, NX) (Types I, II, III)

- Abrasion Index
- 11 0.041
 - 12 0.032
 - 13 0.067
 - 14 0.054
 - 15 0.076
- Avg. 0.046

Respectfully submitted,

William C. Reinhardt

Glen-Gery Corporation
Technical Services/Research
Route 61
P.O. Box 340
Shoemakersville, PA 19555
610/562-3076
Fax: 610/562-2084



1 April 1996

Metro Brick
15301 Addison Road
Dallas, Texas 75248

REFERENCE Addison Circle
Addison, Texas
Contractor: Columbus Realty
Dealer/Distributor: Metro Brick

To Whom It May Concern,

The Serendipity Modular Paver Solid (2-1/4" X 3-5/8" X 7-5/8") size units as manufactured by the Iberia Plant of the Glen-Gery Corporation meet ASTM Designation C902-93; the Standard Specification for Pedestrian and Light Traffic Paving Brick, Class SX, Type I, Application PS.

Truly yours,

George Robinson
Director of Technical Services

gr/jy

cc Kansas City Distribution Center

McCreath Laboratories, Inc.

610 WILLOW STREET
 HARRISBURG, PENNSYLVANIA 17101

PHONE 288-9344
RECEIVED
 JUN 27 1994

Test No. IB-396

Date June 24, 1994

GLEN-GERY CORPORA

Identification SERENDIPITY PAPER 7.5/8 X 7.5/8 X 2.15 MOLODED 06/01/6-7-94

The following is a report of Tests on Building Brick conducted in accordance with ASTM Designation C67-93a "Standard Method of Sampling and Testing Brick"

Tests Received 6-15-94

From IBERIA

Test Completed June 24, 1994

Date

Plant

Date

Unit designation	Compressive Strength (Gross Area/Flatwise) Pounds Per Square Inch (Nominal)	ABSORPTION			SELECTION RATE	EFFLUORESCENCE (No Effluorecence Effluoreced)
		5 Hour Submersion in Boiling Water Per Cent	24 Hour Submersion in Cold Water Per Cent	Maximum Saturat-ion Coefficient (Ratio of 24 Hour to 5 Hour)	Gain in Weight in One Minute Grams	
	850	4.5	2.0	0.42	10	No Effluorecence
	5970 (51.2)	4.2	1.9	0.46	12	No Effluorecence
	7150 (49.1)	5.5	3.0	0.55	10	No Effluorecence
	7510 (51.5)	4.8	2.3	0.48	9	No Effluorecence
	5390 (37.2)	4.8	2.5	0.51	5	No Effluorecence
RAGE	7510 (51.8)	4.8	2.3	0.49	10	

ick represented by the test results shown here comply with the Standard Specifications (ASTM C72-93) for Sewer Brick (Grade SM) and Manhole Brick (Grade MS, Building Brick (ASTM C62-93) (Grades SW, MW, NW), Facing Brick (ASTM C216-92) (Grades SW, MW) and Pedestrian Light Traffic Pavine Brick (ASTM C902-93) (Grades MX, NX, SX) (if moldcast Type I, II, III)

- Abrasion
- INDEX
- 0.025
- 0.021
- 0.042
- 0.031
- 0.046
- 0.033

Respectfully submitted

John C. Reinhardt

REALTY TRUST

May 6, 1996

Tony Johnston
Gibson Associates
P.O. Box 800579
Balch Springs, TX 75180

Dear Tony:

We have review the revised schedule you distributed at the progress meeting. Wednesday, May 1, 1996, and find several revisions that are not coordinated with other project activities.

1. The 24 in. Water line is scheduled much later due to late material delivery and installation and will require very careful coordination with other project activities in the area.
2. Sanitary sewer that was scheduled to be complete in Quorum Drive by May 10 has now been scheduled to continue in Quorum Drive for two weeks following the Food Fest and must now be sequenced to avoid interfering with the erection of framing at Building A.
3. Storm sewer installations at Quorum Drive are likewise scheduled four weeks later than originally scheduled and require careful coordination to avoid interfering with framing erection and Building A.
4. Concrete paving activities have been resequenced to show paving at Mildred to occur before Witt Mews which will not allow it to be complete within the required time frame. Witt Mews paving should be rescheduled to begin May 16 and complete May 23. If the subgrade becomes available to pave earlier we will notify you as soon as possible.
5. You should be advised that subgrade preparation at Witt Mews has begun, and we understand that your activities in that area are complete. Please let us know immediately if you still have work in this area so that subgrade preparation will not be delayed and the work can be coordinated.

If you have any questions regarding the acceptability of future adjustments in your work schedule, please notify this office, and we will schedule a meeting with you and the other contractors and trades who might be affected by the schedule adjustments.

Sincerely,



Bryant Nail
Vice-President, Development

BN/rb

cc: John Baumgartner
Mark Brandenburg
Fernand Hollier
✓ Mark Parsons
✓ Andy Oakley



*Copies to:
Chris Terry
Bruce Ellis*

May 6, 1996

Tony Johnston
Gibson Associates
P.O. Box 800579
Balch Springs, TX 75180

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FROM COLUMBUS REALTY TRUST 214-770-5128

(TUE) 06. 07. 96 15:50:RT 15:28: NO. 9560713804 F 3

If you have any questions regarding the acceptability of future adjustments in your work schedule, please notify this office, and we will schedule a meeting with you and the other contractors and trades who might be affected by the schedule adjustments.

Sincerely,



Bryant Nail
Vice-President, Development

BN/rb

cc: John Baumgartner
Mark Brandenburg
Fernand Hollier
✓ Mark Parsons
✓ Andy Oakley

REC'D MAY 13 1996

*cc Chris Terry
5-13-96
Bruce Ellis*



R E A L T Y T R U S T

May 8, 1996

A.J. Johnston
Gibson & Associates
P.O. Box 800579
Balch Springs, Texas 75180

Dear Tony:

In our meeting on May 8, 1996, Mark Person of Gibson stated that Gibson will not comply with our schedule which requires that paving on Witt Mews be started May 16, 1996 in order for Columbus to begin framing on May 30, 1996. This is contrary to the agreed schedule that was submitted by Gibson on April 4, 1996. This is also contrary to the contract requirement that Gibson schedule its work in a way to allow coordination of the private development work. Mr. Person's statement that Gibson will not comply due to your disagreement over Change Order No. 1 to your contract is unacceptable.

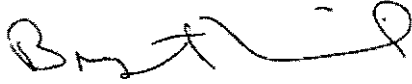
As you know, Change Order No. 1 was approved by the Addison Town Council and is now effective. The work deducted by Change Order No. 1 is no longer in your contract scope and Columbus will arrange for those items of work that are required for contract completion. We understand that Gibson disputes the Change Order, but that must be resolved through the dispute procedure, not in the field.

Gibson submitted a schedule which was reviewed by Columbus. Minor revisions were discussed and agreed by Gibson. That schedule has now been incorporated into the Project Schedule and we expect Gibson to comply. This schedule showed Gibson paving the portion of Witt Mews in question between May 1 and May 13. Gibson's schedule for utility installation slipped which pushed off subgrade preparation, but the subgrade preparation will be ready for paving on May 16, 1996, subject to any further delays which maybe allowed by the contract.

We expect Gibson to begin paving Witt on May 16, 1996 and you are directed to comply with the schedule. Failure to comply will cause delays in the Private Development work which will cause Columbus to incur damages. We will look to Gibson and its surety for any damages suffered as a result of your delay.

We expect to hear from you immediately regarding schedule compliance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bryant Nail', with a stylized flourish at the end.

Bryant Nail
Vice President, Development

cc: Federal Insurance Company
John Baumgartner ✓
Andy Oakley
Mark Brandenburg

*cc Chris Terry
5-28-96*



May 23, 1996

Mr. David Meyers
Hult-Zollars, Inc.
3131 McKinney Avenue
Suite 600
Dallas, Texas 75204

Post-It® Fax Note	7871	Date	24 MAY 96	# of pages	1
To	John Baumgartner	From	Mark		
Co./Dept.	Addison	Co.			
Phone #		Phone #			
Fax #	931-6643	Fax #			

Dear David:

RE: Addison Circle Phase I Public Infrastructure
HZI Project No. 01-2013-01

Dear David:

On the morning of May 23rd, 1996, it was observed that sawed joints on the Witt Mews were not placed per the plan submitted to Gibson & Associates on May 21, 1996. Hult-Zollars met with Gibson after the construction progress meeting on May 22nd and clarified which joints needed to be sawed.

The plan called for two longitudinal joints parallel to the center line of Witt Mews 6' left and right of center. These sawcuts were left out and instead a joint was sawed down the center of Witt Mews. Hult-Zollars recommendation to Mr. Mark Person was to not attempt any additional sawing because it is likely too late to help the situation.

Bruce Ellis has been notified and he is in agreement that no additional saw cuts should be made at this time. Does the Town of Addison wish to accept the joints as sawed? If not, what action does the Town want taken to correct the work in place? Gibson & Associates has requested payment for the concrete placement of Witt Mews in Pay Estimate No. 2. Should this portion of the payment be withheld until this situation is clarified?

Please call if you have any questions.

Sincerely,

Mark Brandenburg / KAR

Mark Brandenburg
Project Manager

MB/kar

cc: Bryant Nall, Columbus Realty Trust
Jim Duffy, Columbus Realty Trust
John Baumgartner, Town of Addison
Tony Johnston, Gibson & Associates

TOWN OF
ADDISON

PUBLIC WORKS

To: John Hill

From: John Baumgartner, P.E.

Company: Cowles & Thompson

Director

Phone: 214/450-2886

FAX: 214/931-6643

FAX #: 672-2020

Date: 5/24/96

16801 Westgrove

P.O. Box 144

Addison, TX 75001

of pages (including cover): 2

Original in mail Per your request FYI Call me

Comments:

*for your review
is everything correct?*

Post-It® Fax Note	7671	Date	5-28	# of pages	9
To	JBA	From	CMC		
City/Dept.		Co.			
Phone #		Fax #		JB we mention this	
Fax #	COMPTON	Fax #			

MEMORA

To: Ron Whitehead
 From: Bryant Nail (RBW)
 Date: May 24, 1996
 Re: Addison Circle - Streets Use and Rental Agreement

Attached is the form of Streets Use and Rental Agreement prepared by John Hill on which we have interlined suggested changes. I would like to provide you with our reasoning for the major changes:

1. We have suggested that the "Grantee" be Addison Circle Access, Inc., a Texas corporation ("Access"), which will be owned by Columbus Realty Trust ("Columbus") and Gaylord Properties, Inc. ("Gaylord"). Since Columbus and Gaylord may have varying degrees of ownership in different phases of the development, we propose to establish Access, the sole purpose of which would be to control the license rights within Addison Circle. Access would not provide any utility services, but would, in effect sublicense its rights to other private utility companies. This would allow the owners of the phases to select and manage their private utility providers while allowing a continuity of relationship and communication with the City of Addison. If required by the City, Columbus and Gaylord would guarantee the obligations of Access to the City.

2. We have suggested that the term of the Agreement be perpetual. Section 6(B)(5) on page 7 of the Master Facilities Agreement provides that streets will be dedicated by the phase owner "free from any liens or encumbrances thereon except for any private utility easements..." If the phase owner reserved a private utility easement, it would be, like virtually all easements, perpetual. If we agree to the Streets Use and Rental Agreement rather than an easement, as called for in the Master Facilities Agreement, we should receive a perpetual right.

3. We have proposed a 2% fee rather than a 5% fee. First, the provision in the Master Facilities Agreement referred to above, does not call for the payment of any fee to the City. Second, if we were developing a normal garden style apartment project rather than the new high density model, which the City is desirous of promoting, we would not need the license rights and we would not be required to pay any fee at all, and the added cost of such a fee puts us at a competitive disadvantage with operators of garden style projects. We need to reduce the fee as much as possible to reduce the competitive burden. Additionally, some of the utilities

provided may come from franchise providers so you may be, in effect, collecting a fee twice. For example, if we offer telephone service through a private switch, we will still purchase trunk lines from Southwestern Bell. If we do that Southwestern Bell will pay a franchise fee on the amount we pay for the trunk lines and we will pay a franchise fee on the resale of this services, resulting in a double-dip.

DA961440339
052496 v2
186:3012-65

STATE OF TEXAS §
COUNTY OF DALLAS §

STREETS USE AND RENTAL AGREEMENT

This ~~Utility Agreement~~ is entered into this ____ day of _____, 1996 by and between the Town of Addison, Texas (the "City"), ~~Gaylord Properties, Inc., a Texas corporation ("Gaylord"), and Columbus Realty Trust, a Texas real estate investment trust ("Columbus").~~

RECITALS

WHEREAS, Addison Circle One, Ltd., a Texas limited partnership (the "Partnership"), is the owner of certain real property described in Exhibit A attached hereto and incorporated herein ("Phase I"), and Gaylord is the owner of certain real property adjacent to Phase I described in Exhibit B attached hereto and incorporated herein (the "Gaylord Property"; Phase I and the Gaylord Property are hereinafter collectively referred to together as the "Property"); and

~~Realty Trust, a Texas real estate investment trust ("Columbus")~~

WHEREAS, ~~Columbus and Gaylord~~ are the partners in the Partnership and have previously worked with the City in regard to zoning for and the development of the Property, ~~(Columbus and Gaylord being hereinafter referred to as the "Grantee")~~, which development is to include a mix of uses including multi-family residential, retail, office and civic uses within an urban framework; and

Columbus and Gaylord

WHEREAS, ^{conjunction with} ~~in~~ the development of the Property, ^{permit} ~~Grantee desires~~ to ~~provide~~ certain utility services to the Property through a privately-owned utility system, such services including, but not being limited to, the transmission of water, electricity, natural gas, steam, video signals, audio signals, telephone signals and data.

^{to be provided}

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the City, ~~Gaylord and Columbus~~ ^{and Grantee} do hereby contract and agree as follows:

Section 1. **Incorporation of premises.** The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. **Definitions.** For the purpose of this Agreement, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein unless more specifically defined within other sections of this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

~~A. "Addison Circle Area" shall mean all of that area depicted on Exhibit _____ attached hereto and incorporated herein for all purposes.~~

WHEREAS, Columbus and Gaylord are the shareholders of Grantee; and

- B. "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 owns an interest of more than 50%, or a subsidiary entity of Gaylord or Columbus in which Gaylord or Columbus own a more than 50% interest.
- C. "Agreement Date" means the _____ day of _____, 1996.
two (2%)
- D. "Annual Gross Revenue Based Fee" means an amount equal to five percent (~~5%~~) of Grantee's Gross Revenues received by Grantee during the year for the operation of the System. from
- E. "City" shall mean the Town of Addison, a home-rule municipal corporation.
- F. "Company" or "Grantee" shall mean, ^{Access and its} ~~together, the Partnership, Columbus and Gaylord, their successors and assigns.~~
- G. "Compensation Year" means each calendar year during the term of this Agreement in which General Compensation is paid by Grantee to the City.
- H. "Day or days" shall mean a calendar day or days.
- I. "General Compensation" means the amount Grantee is required to pay City under Section 3.
- J. "Gross Revenue" shall mean all receipts collected by the Grantee for all communications and related operations and services within the ~~corporate limits of the City~~ as well as any other revenue arising from the operation or possession of this Agreement. By way of example, but without limitation, "Gross Revenue" includes the sale or lease of customer premise equipment, installation charges, access charges paid to the Company by other carriers, street use and rental fees and occupation taxes surcharged to customer, and the lease or resale of lines or circuit paths to third parties. "Gross Revenue" does not include revenue uncollectible from customers (bad debts) or payments received for construction reimbursement.
- K. "System" means the utility system installed and maintained by the Grantee as

Grantee

Property

Section 3. Grant of Certain Rights. The City hereby grants to Grantee, the non-exclusive right and privilege to construct, expand, reconstruct, maintain, use and operate in, along, across, on, over, through, above and under those public streets, alleys and rights-of-way of the City which are contained entirely within the Addison Circle Area, a utility system (the "System") for certain utility services including, but not limited to, the transmission of water, electricity, natural gas, steam, video signals, audio signals, telephone signals and data. Grantee

shall not provide services directly regulated by the Texas Public Utility Commission ("PUC"), the Texas Natural Resources Conservation Commission ("TNRCC"), or any other applicable state commission or agency, unless authorized by the PUC, the TNRCC, other state commission or agency, state or federal law. This grant is made to Grantee solely for the purpose of directly serving its end-user customers.

Section 4. Construction, maintenance, expansion, reconstruction, and excavation.

A. The construction, expansion, reconstruction, excavation, use, maintenance and operation of the System and other property used in connection therewith shall be subject to all lawful police regulations of the City and performed in accordance with the City's regulations for utility location and coordination. In addition to any other City regulations or requirements, at least thirty (30) days prior to the commencement of construction or maintenance within the City's rights-of-way, Grantee shall provide the City Engineer (or such other officials as the City may designate from time to time) each with a copy of the construction work plans and drawings. Grantee shall not proceed with construction within the City's rights-of-way until the plans and drawings have been approved in writing by the proper City officials.

B. Upon request of the City, Grantee shall remove and abate any portion of the System that is dangerous to life or property, and in case Grantee, after notice, fails or refuses to act, the City may remove or abate the same, at the sole cost and expense of Grantee, all without compensation or liability for damages to Grantee. Grantee shall promptly restore the public streets, alleys and rights-of-way to their condition prior to Grantee's construction, maintenance, or excavation, to the reasonable satisfaction of the City Engineer. Grantee shall excavate only for the construction, installation, expansion, repair, removal, and maintenance of all or a portion of the System.

C. Except in an emergency, Grantee shall not excavate any pavement in any public alley or street or significant amounts of any unpaved public right-of-way without first securing permission of the City Engineer, but such permission shall be given if the proposed excavation is in accordance with the terms of this Agreement. The City Engineer shall be notified as soon as practicable regarding work performed under emergency conditions; and Grantee shall comply with the City Engineer's reasonable requirements for restoration of any disturbed public property.

D. Within thirty (30) days of completion of each segment of the System, Grantee shall supply the City with a complete set of "as built" drawings for that segment, shall keep a copy of all "as built" drawings at a location within the Property and shall notify the City of that location. Further, after each replacement, relocation, reconstruction, or removal, Grantee shall promptly notify the City of the exact changes made and shall provide a new set of "as built" drawings of each modification to the City Engineer. ~~Grantee shall provide annually a complete set of "as built" drawings incorporating these changes.~~ Grantee shall obtain the City's approval before any system changes are made.

Section 5. Term of Agreement. Upon the filing with the City by the Grantee of the acceptance required herein, this Agreement shall be in full force and effect ~~for a term and period~~ perpetually, subject to termination by Grantee upon thirty (30) days notice to City, or termination pursuant to the terms of this Agreement.

03/20/1999 09:34 2142007004 TOWN HALL OF ADDISON PAGE 02

~~of ten (10) years, beginning on the Agreement Date. This Agreement shall be automatically renewed for one subsequent ten (10) year period unless either party shall file ninety (90) day prior written notice of cancellation to the other and the other shall have responded their acknowledgement in a similar form.~~

Section 6. Construction work regulation by City and underground conduit used by City.

A. All work done in connection with the construction, expansion, reconstruction, maintenance or repair of the System shall be subject to and governed by all laws, rules, and regulations of the City, and Grantee shall place the System facilities underground according to reasonable requirements that may be adopted from time to time by the City; provided, however, Grantee shall be given due notice and shall be entitled, upon request, to a hearing before the City Council of the Town of Addison prior to the adoption of any such future requirements, and further provided that Grantee may present evidence to demonstrate that such requirements will substantially impair its ability to recover its operation expenses.

All excavations and other construction in the public streets, alleys, and rights-of-way shall be carried on to interfere as little as practicable with the use of public and private property and in accordance with any direction given by the City under the police and regulatory powers of the City.

B. Subject to reasonable availability and agreement between the parties concerning maintenance, access and security, Grantee may be required by the City to construct portions of the System, or all of the System, underground, ~~or to share duct trench space owned and maintained by any other person or entity upon reasonable, non-discriminatory terms and at fair market value.~~ The intent of this section is to encourage shared use of the infrastructure and decrease excavation of the City's rights-of-way.

C. Any facilities of other persons or entities that are attached to or within the System facilities shall be placed, replaced, maintained and removed in a safe manner so that the attachment does not interfere unnecessarily with the erection, replacement operation, repair or maintenance of the System or other persons or entities using the System. Grantee shall not be required to share trench space with any other person or entity franchised by the City, ~~if it can be satisfactorily shown that thereby Grantee will be subjected to increased risks of interruption to its service or to increased liability for accidents, or if the facilities of such other person or entity are not of the character, design and construction required by, or are not being maintained in accordance with current practice.~~

~~Provided, however, nothing herein shall modify or abrogate the power of the City to require the Grantee or any holder of a franchise or any street use and rental agreement or similar agreement from the City to allow use of its facilities by any other holder of a City franchise or street rental agreement pursuant to the City Charter.~~

Section 7. Work by others, construction by abutting owners, alteration to conform with public improvement.

A. The City reserves the right to lay and permit to be laid, sewer, gas, water, and other pipe lines or cables and conduits, and to do and permit to be done, any underground and overhead work that may be deemed necessary or proper by the City in, across, along, over or under any public street, alley, or right-of-way occupied by Grantee, and to change any curb or sidewalk or the grade of any street or other public right-of-way. In permitting such work to be done, the City shall not be liable to Grantee for any damages not willfully and directly caused or by the sole negligence of the City; provided, however, nothing herein shall relieve any other person or entity from liability for damage to Grantee's System. All work performed will be in accordance with the City manual for Utility Location and Coordination.

B. In the event that the City authorizes abutting landowners to occupy space under the surface of any public street, alley, or right-of-way, such grant to an abutting landowner shall be subject to the rights herein granted to Grantee. In the event that the City shall close or abandon any public street, alley, or right-of-way which contains any portion of the System, any conveyance of land contained in such closed or abandoned public street, alley, highway, or right-of-way shall be subject to the rights herein granted.

C. Whenever by reason of the changes in the grade of any street or in the location or the manner of constructing any water pipes, gas pipes, sewers, or any other underground or overhead structure for any City purpose whatever, it shall be deemed necessary by the City to alter, change, adapt or conform a portion of the System thereto, such alterations or changes shall be promptly made by Grantee when ordered in writing by the City. If such requirements impose a financial hardship, Grantee may present alternative proposals to the City, and the City shall give due consideration to such alternative proposals. The City shall not require Grantee to remove its System facilities entirely from such public right-of-way. The City shall have the right to require Grantee to adapt or conform its System facilities, or to alter, relocate or change its System facilities to enable the City to use, or to use with greater convenience, any public street, alley or right-of-way. If the City requires Grantee to adapt or conform its System facilities, or in any way or manner to alter, relocate or change its System facilities to enable any other entity or person, except for the City, to use, or to use with greater convenience, any public street, alley or right-of-way, Grantee shall not be required to make any such changes until such other entity or person shall have undertaken, with solvent bond satisfactory to Grantee, to reimburse Grantee for any loss or expense which may be caused by, or arise out of such change, alteration or relocation of the System facilities; provided, however, that the City shall never be liable for such reimbursement.

D. In the event that Grantee has not relocated those of its affected System facilities which are located in a public street, alley, or right-of-way within a reasonable length of time (as determined by the City's Engineer) prior to the City's commencement date for public street, alley, or right-of-way construction or reconstruction, the City shall have the right to relocate or cause to be relocated the affected portion of the System, and the Grantee shall reimburse the City for all costs of relocation.

E. During the term of this Agreement, Grantee shall be liable to the City for the acts or omissions of any entity used by Grantee (including an Affiliate) when such entity is involved directly or indirectly in the construction, installation, maintenance or operation of the System as if the acts or omissions of such entity were the acts or omissions of Grantee.

Section 8. Compliance with City Charter.

Grantee recognizes, accepts and agrees that the terms, conditions, and provisions of this Agreement are subject to the applicable provisions of the Town of Addison Charter. Any request by Grantee for a modification to this Agreement shall be subject to review by the City Attorney for compliance with the applicable provisions of the City Charter.

Section 9. Compensation to the City.

~~A. Acceptance Fee. Upon the issuance of a certificate of occupancy for Phase I of development of the Property, the Grantee agrees to pay a one time acceptance fee to the City in the sum of Two Dollars (\$2.00) per linear foot of the City's streets traversed and a fee of One Thousand Dollars (\$1,000) per public street crossing.~~

A. ~~H.~~ **General Compensation.** For the reason that the public streets, alleys and rights-of-way to be used by Grantee in the operation of the System within the boundaries of the City are valuable public properties, acquired and maintained by the City at a great expense to its taxpayers, and that the reservation to the Grantee of the use of said public streets, alleys and rights-of-way is a valuable property right without which Grantee would be required to invest substantial capital in right-of-way costs and acquisitions, the Grantee agrees to pay to the City as general compensation during each year of this Agreement and for ~~each type of utility service~~ (including but not limited to electric, gas, telephone, water and cable television) provided through and by the System facilities, a sum equal to the ~~greater of the Minimum Annual Fee or Annual Gross Revenue Based Fee. The Minimum Annual Fee for the first year of operation shall be \$~~ _____.

B. ~~C.~~ **Calculation and Payment on a Quarterly Basis.** For ~~each type of utility service~~ provided by the Grantee by and through the System, Grantee shall pay to the City for each calendar quarter an amount equal to the ~~greater of:~~

~~(i) one fourth (1/4) of the Minimum Annual Fee, calculated on the basis of a twelve month Compensation Year, or~~

~~(ii) ^{2%} 5% of Gross Revenues for such quarter.~~

The ~~greater of (i) or (ii)~~ ^{payment} above shall be referred to as the "Quarterly Payment." Grantee shall forward a check or money order in an amount equal to the Quarterly Payment by the fifteenth (15th) day of the calendar month immediately following the close of the calendar quarter for which the payment is calculated. Any necessary prorations shall be made.

C O L U M B U S
R E A L T Y T R U S T

May 23, 1996

Mr. David Meyers
Huitt-Zollars, Inc.
3131 McKinney Avenue
Suite 600
Dallas, Texas 75204

Dear David:

RE: Addison Circle Phase I Public Infrastructure
HZI Project No. 01-2013-01

Dear David:

On the morning of May 23rd, 1996, it was observed that sawed joints on the Witt Mews were not placed per the plan submitted to Gibson & Associates on May 21, 1996. Huitt-Zollars met with Gibson after the construction progress meeting on May 22nd and clarified which joints needed to be sawed.

The plan called for two longitudinal joints parallel to the center line of Witt Mews 6' left and right of center. These sawcuts were left out and instead a joint was sawed down the center of Witt Mews. Huitt-Zollars recommendation to Mr. Mark Person was to not attempt any additional sawing because it is likely too late to help the situation.

Bruce Ellis has been notified and he is in agreement that no additional saw cuts should be made at this time. Does the Town of Addison wish to accept the joints as sawed? If not, what action does the Town want taken to correct the work in place? Gibson & Associates has requested payment for the concrete placement of Witt Mews in Pay Estimate No. 2. Should this portion of the payment be withheld until this situation is clarified?

Please call if you have any questions.

Sincerely,

Mark Brandenburg / KAR

Mark Brandenburg
Project Manager

MB/kar

cc: Bryant Nail, Columbus Realty Trust
Jim Duffy, Columbus Realty Trust
John Baumgartner, Town of Addison
Tony Johnston, Gibson & Associates

Facsimile Transmission

TO: John Bauman Trust
 FAX #: 931-6643
450-2837
 LOCATION: _____

FROM: Bryant Nail / Ophelia Rugh
 Fax # 770-5129
 Voice # 770-5151

Date: 7/17 Time: 2:45

3 # Pages (Including Cover Sheet)

COMMENTS.

John,
Here is a copy of the
Charge order. I mailed the
original letter & copy to you
on Monday this week!
Ophelia

NOTICE OF CONFIDENTIALITY

The information contained in and transmitted with this facsimile is: a) subject to attorney/client privilege; b) attorney work product; and/or c) confidential. It is intended only for the individual or entity designated above. You are hereby notified that any dissemination, distribution, copying, or use of or reliance upon the information contained in and transmitted with this facsimile by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. If you have received this facsimile in error, please notify us immediately by telephone at the number listed. Any facsimile erroneously transmitted to you should be immediately returned to the sender by U.S. mail, or if authorization is granted by the sender, destroyed.

CONTRACTOR: GIBSON AND ASSOCIATES

DATE: 3/29/96

DESCRIPTION OF CHANGES:

THIS CHANGE ORDER IS TO ADDRESS ITEMS THAT ARE BEING DELETED FROM THE PROJECT DUE TO DESIGN REVISIONS OR ONLY DELETED FROM THE PUBLIC CONTRACT TO BE PERFORMED BY THE PRIVATE DEVELOPER, COLUMBUS REALTY TRUST. ALSO, 4" SCHEDULE 40 PVC CONDUIT IS BEING ADDED TO SCHEDULE VII TO SERVE A THREE PHASE TRANSFORMER IN BUILDING "C".

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	REVISED QUANTITY	QUANTITY CHANGE	UNIT PRICE	AMOUNT OF CHANGE
SCHEDULE I - PAVING IMPROVEMENTS							
105	6" THICK LIME STAB. SUBGRADE OR SUBGRADE PREP	SY	14247	0	-14247	\$4.03	(\$57,415.41)
106	FURNISH AND PLACE HYDRATED LIME	TON	257	0	-257	\$97.29	(\$25,003.53)
110	4" 3000 PSI COMPRESSIVE REINF. CONC. SUBBASE (SIDEWALK)	SF	61865	55808	-6057	\$2.90	(\$17,565.30)
128	BARRICADING, SIGNING AND TRAFFIC CONTROL	MO	18	0	-18	\$9,280.00	(\$167,040.00)
140	STREET LIGHT FOUND. (QUORUM)	EA	12	11	-1	\$459.00	(\$459.00)

SCHEDULE I SUBTOTAL: (\$267,483.24)

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	REVISED QUANTITY	QUANTITY CHANGE	UNIT PRICE	AMOUNT OF CHANGE
SCHEDULE II - STREETSCAPE IMPROVEMENTS							
210	TREE FENCE	LF	4964	0	-4964	\$17.00	(\$84,388.00)
259	STREET LIGHT FOUNDATION	EA	55	53	-2	\$388.80	(\$777.60)
260	SQUARE CAP FOR LIGHT BASE	EA	55	53	-2	\$97.20	(\$194.40)

SCHEDULE II SUBTOTAL: (\$85,360.00)

NET CHANGE BY CHANGE ORDER NO. 1	(\$352,843.24)
ORIGINAL CONTRACT AMOUNT	\$3,517,664.44
PREVIOUS CHANGE ORDERS	50.00
REVISED CONTRACT AMOUNT	\$3,164,871.30

EFFECT OF CHANGE ON CONTRACT TIME

THE WORK REQUIRED UNDER THIS CHANGE ORDER WILL ADD 0 DAYS TO THIS PROJECT:

ORIGINAL CONTRACT TIME	550
ADDITIONAL DAYS FOR THIS CHANGE ORDER	0
ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER	0
REVISED CONTRACT TIME	550

THE COMPENSATION AGREED UPON IN THIS CHANGE ORDER ARE FOR ALL COSTS THE CONTRACTOR MAY INCUR AS A RESULT OF, OR RELATING TO THIS CHANGE ORDER WHETHER SAID COSTS ARE KNOWN, UNKNOWN, FORESEEN, UNFORESEEN AT THIS TIME INCLUDING WITHOUT LIMITATION, ANY COST FOR DELAY, EXTENDED OVERHEAD, RIPPLE OR IMPACT COST, OR ANY OTHER EFFECT ON CHANGED OR UNCHANGED WORK AS A RESULT OF THIS CHANGE ORDER. THESE COMPENSATIONS ARE FOR FULLY COMPLETE AND IN-PLACE CONSTRUCTION, ACTUAL IN PLACE QUANTITIES WILL BE USED FOR FINAL PAYMENT.

APPROVED BY
TOWN OF ADDISON

Ron Whitehead 5-31-96
RON WHITEHEAD, CITY MANAGER DATE

APPROVED BY
COLUMBUS REALTY

Bryant Nail 3-29-96
BRYANT NAIL, VICE PRESIDENT DATE

APPROVED BY
GIBSON AND ASSOCIATES

A. J. JOHNSTON, EXECUTIVE VICE PRESIDENT DATE

APPROVED BY
HUTT-ZOLLARS

Kenneth Roberts 3-29-96
KENNETH ROBERTS, P.E. DATE



July 15, 1996.

Mr. John Baumgartner
Town of Addison
16801 Westgrove
Addison, Texas 75248

Ref: Gibson & Associates
Change Order #1

Dear John:

On the behalf of Addison Circle One LTD we are requesting for reimbursement the amount as described in Change Order #1 to Gibson & Associates for the Phase I Public Infrastructure at Addison Circle. Addison Circle One LTD will perform the work described in this change order.

I have attached an executed copy of this Change Order and would appreciate your prompt attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bryant Nail".

Bryant Nail
Vice President, Development

15851 DALLAS PARKWAY SUITE 855
DALLAS, TEXAS 75248
214 387-1492 FAX 214 770-5192



CC Chris Terry
7-31-96

July 29, 1996

Mr. Larry Walker
Charles Gojer & Associates
11615 Forest Central Drive
Suite 303
Dallas, Texas 75243

Dear Mr. Walker:

Please find our Engineer Estimates for the drainage easement across the northern boundary of Addison Circle. I realize the amount is higher than we had discussed but understand that at that time we had not run the calculations. Please call me to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryant Nail", written over a horizontal line.

Bryant Nail
Vice President, Development

cc: Mr. John Baumgartner ✓

HUITT-ZOLLARS

Huitt-Zollars, Inc. / 3131 McKinney Avenue / Suite 600 / LB 105 / Dallas, Texas 75204-2416 / 214/871-3311 / FAX 214-0757

July 22, 1996

Mr. Bryant Nail
Columbus Realty Trust
15851 Dallas Parkway, Suite 855
Dallas, TX 75248

RE: Addison Circle Phase I
HZI Project No. 01-1932-04/01-1822-04

Dear Bryant:

Pursuant to your request, we have prepared an engineer's opinion of probable cost for an underground storm drainage system to serve the post office site north of Addison Circle. The estimate is based on the master storm sewer plan for Addison Circle which indicates storm sewer lines in Quorum Drive and street R-1 to serve a portion of the subject tract. The total cost of the system per the attached estimate is \$49,839, including design and contingencies. Unit prices used were taken from bids for the Phase I public infrastructure project now under construction.

Based on a 100-year storm, the total flow contributing to this drainage system is approximately 51 cfs. The post office contribution is approximately 13.5 cfs or 26% of the total. Therefore, the post office's contribution to the cost of this system could be calculated as 26% of the \$49,839 or \$12,958.

Sincerely,

HUITT-ZOLLARS, INC.



Andrew C. Oakley, P.E.
Senior Vice President

ACO/psp

Attachment

G:\PROF01999901\ANDY\W0722.LTR

**ADDISON CIRCLE
POST OFFICE STORM SEWER
OPINION OF PROBABLE COSTS
JULY 22, 1996**

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
21" RCP	LF	100	\$31.32	\$3,132
24" RCP	LF	275	\$34.56	\$9,504
30" RCP	LF	75	\$42.12	\$3,159
36" RCP	LF	450	\$52.92	\$23,814
RCP PLUG	EA	2	\$81.00	\$162
TYPE "A" MANHOLE	EA	1	\$2,376.00	<u>\$2,376</u>
		SUBTOTAL		\$42,147
		CONTINGENCIES (10%)		\$4,215
		DESIGN (7.5%)		\$3,477
		TOTAL		\$49,839

POST OFFICE CONTRIBUTES APPROXIMATELY 26% OF THE FLOW THEREFORE
POST OFFICE COST IS **\$12,958**

g:\proj\01201301\POSTOFF.WK1



Facsimile Transmission

TO: John Baumgartner
FAX #: 450-2837
LOCATION: _____

FROM: Beypart Mail
Fax # 770-5128
Voice # 770-5151

Date: 8/12 Time: 5pm.

3 # Pages (Including Cover Sheet)

COMMENTS: _____

NOTICE OF CONFIDENTIALITY

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15851 DALLAS PARKWAY SUITE 655
DALLAS, TEXAS 75248
214 387-3492 FAX 214 770-5192

COLUMBUS
R E A L T Y T R U S T

August 12, 1996

Mr. Larry Walker
11615 Forest Central Drive
Suite 303
Dallas, Texas 75243

Dear Larry,

Please find the attached letter from Huitt-Zollars regarding exceptions with the easement you had prepared. Please contact them to resolve these issues. Once resolved, please resubmit the easement along with your contribution and we will gladly execute it.

Sincerely,

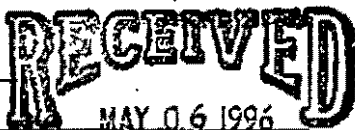


Bryant Nail
Vice President, Development

cc: John Baumgartner ✓
Andy Oakley
Mike McWilliams

McCreath Laboratories, Inc.

610 WILLOW STREET
HARRISBURG, PENNSYLVANIA 17101



Laboratory Test No. MR-554

Date May 2, 1996

To GLEN GERY CORPORATION

Brick Identification AUTUMN HAZE 2 1/4X4XB FAVER EXT SOLID 04654D 4-8-96

The following is a report of Tests on Building Brick conducted in accordance with ASTM Designation C67-94 "Standard Method of Sampling and Testing Brick"

Sample Received 4-23-96

From REDFIELD PLANT

Test Completed May 2, 1996

Date Plant Date

Unit Identification	Compressive Strength (Gross Area/Flatwise) Pounds Per Square Inch (MPa)	ABSORPTION			BUCTION RATE	EFFLORESCENCE (No Efflorescence) Effloresced)
		5 Hour Submersion in Boiling Water Per Cent	24 Hour Submersion in Cold Water Per Cent	Maximum Satur- ation Coefficient (Ratio of 24 Hour to 5 Hour)	Oven-Dried Procedure	
					Gain in Weight in One Minute Grams	
1C					I	No Efflorescence
6C	29980 (206.8)	1.3	0.9	0.65		
11C					I	No Efflorescence
2C						
7C					I	No Efflorescence
12C	32800 (226.3)	2.2	1.6	0.73		
3C						No Efflorescence
8C					I	
13C	29090 (200.7)	1.4	1.0	0.71		No Efflorescence
4C						No Efflorescence
9C					I	
14C	30160 (208.1)	1.4	1.1	0.75		No Efflorescence
5C						No Efflorescence
10C					I	
15C	32060 (221.2)	1.2	0.8	0.71		
AVERAGE	30820 (212.6)	1.5	1.1	0.71	I	

The brick represented by the test results shown here comply with the Standard Specifications (ASTM C32-93) for Sewer Brick (Grades SS, SM) and Manhole Brick (Grades MS, MM), Building Brick (ASTM C62-92a) (Grades SW, MW, NW), Facing Brick (ASTM C216-94a) (Grades SW, MW) and Pedestrian and Light Traffic Paving Brick (ASTM C902-93) (Classes SX, MX, NX) (Types I, II, III).

Abrasion Index	Modulus of Rupture
11C 0.003	Unit No. P.S.I. (MPa)
12C 0.005	6C 2923 (20.2)
13C 0.003	7C 2833 (19.6)
14C 0.004	8C 3087 (21.3)
15C 0.002	9C 3143 (21.7)
Avg. 0.003	10C 2705 (18.7)
	Avg. 2939 (20.3)

Respectfully submitted,

McCreath Laboratories, Inc.

610 WILLOW STREET
HARRISBURG, PENNSYLVANIA 17101



Laboratory Test No. MR-549

Date April 24, 1996

To GLEN-GERY CORPORATION

APR 26 1996

Brick Identification RED PAVER 2 1/4X4X8 EXT SOLID 04655D 4-2-96

The following is a report of Tests on Building Brick conducted in accordance with ASTM Designation C67-94 "Standard Method of Sampling and Testing Brick"

Tests Received 4-12-96

From REDFIELD PLANT

Test Completed April 24, 1996

Unit Identification	Compressive Strengths (Gross Area/Plastimeter) Pounds Per Square Inch (MPa)	ABSORPTION			BUCTION RATE	EFFLORESCENCE (No Efflorescence Effloresced)
		5 Hour Submersion in Boiling Water Per Cent	24 Hour Submersion in Cold Water Per Cent	Maximum Sorption Coefficient (Ratio of 24 Hour in 5 Hour)	Oven-Dried Procedure	
					Gain in Weight in One Minute Grains	
R	20340 (140.4)	7.1	5.2	0.74	7	No Efflorescence
B						
1B	24300 (167.7)	6.4	4.6	0.72	7	No Efflorescence
9						
9	24040 (165.9)	6.7	4.6	0.69	7	No Efflorescence
2B						
3	16950 (116.9)	6.8	5.1	0.74	7	No Efflorescence
7						
B	22540 (157.0)	6.9	5.2	0.75	7	No Efflorescence
7						
AVERAGE	21690 (149.7)	6.8	4.9	0.73	7	

Brick represented by the test results shown here comply with the Standard Specifications (ASTM C32-93) for Sewer Brick (Grade SM) and Manhole Brick (Grade MS), Building Brick (ASTM C63-92a) (Grades SW, MW, NW), Facing Brick (ASTM C216-94a) (Grades SW, MW) and Pedestrian and Light Traffic Paving Brick (ASTM C901) (Classes SX, MX, NX) (Types I, II, III)

Abrasion Index	Modulus of Rupture
11B 0.026	Unit No. P.S.I. (MPa)
12B 0.019	6R 2375 (16.4)
13B 0.019	7B 2348 (15.5)
14B 0.031	8B 2395 (16.5)
15B 0.023	9B 2400 (16.6)
Avg 0.023	10B 2445 (16.9)
	AVC 2375 (16.9)

Respectfully submitted,

[REDACTED]
R E A L T Y T R U S T

June 25, 1997

Mr. John Baumgartner
Director of Public Works
TOWN OF ADDISON, SERVICE CENTER
16801 Westgrove
Addison, Texas 75248

RE: Addison Circle One Window Encroachments on Witt Place and Paschal Place

Dear John:

In response to your letter of June 12th, and our subsequent telephone conversation, I offer the following resolution procedure:

- Columbus agrees that on Paschal Place, and all future phases, this condition will not exist.
- Since we really can not assess the impact of the encroachment until the streetscape is complete, Columbus will complete the associated streetscape within 2 weeks from the date of this letter.
- Once streetscape is complete, you, Paul Shaw and I will visit the site and decide on a specific remedy.
- If said remedy is to replace the windows, Columbus will immediately initiate their procurement, which the supplier has verbally told us will take approximately 6 weeks.
- If the remedy is other than window replacement, we will initiate it immediately.

Columbus agrees to be bound by your decision once the streetscape is complete and we have had our discussion. Columbus also agrees to restructuring all windows except the bedroom prior to occupancy and barricading pedestrian access along the side walk until the remedy is complete, furthermore we agree that whatever the remedy becomes we will complete it within 60 days from receipt of this letter.

Sincerely,



Bryant Nail
Vice President, Development

COLUMBUS

R E A L T Y T R U S T

FAXED

MAY 01 1997

Partner / Addison Circle One
Fax Transmission

TO	MARK PERSONS	FAX NUMBER	(972) 557-1552
COMPANY	GIBSON & ASSOCIATES	PHONE NUMBER	(972) 557-1199
FROM	MARK BRANDENBURG	DATE	5/2/97
		PAGES	1
SUBJECT	ADDISON CIRCLE ONE		

MARK,

HUIT ZOLLARS HAS SET GRADES ON THE SOUTH, EAST, AND NORTH SIDES OF BLDG. A. WE ARE FINISHING TOUCHING UP THE SUB-GRADE AND WILL HAVE THESE AREAS READY FOR THE IRRIGATION & STREET LIGHTING PHASES OF YOUR WORK AT 7:00 A.M., FRIDAY, MAY 2, 1997.

WE HAVE ALSO CLEAN & GRADED ALONG THE NORTH AND WEST SIDES OF THE PARK MAKING THIS AREA AVAILABLE TO YOUR IRRIGATOR.

CC: JIM DUFFY / CRT (972) 770-5147
DAVID MEYER / H-Z (214) 871-0757
JOHN BAUMGARTNER / TOWN OF ADDISON (972) 450-2837

THANKS,

[REDACTED]
R E A L T Y T R U S T

File

June 25, 1997

Mr. John Baumgartner
Director of Public Works
TOWN OF ADDISON, SERVICE CENTER
16801 Westgrove
Addison, Texas 75248

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Columbus agrees to be bound by your decision once the streetscape is complete and we have had our discussion. Columbus also agrees to restructuring all windows except the bedroom prior to occupancy and barricading pedestrian access along the side walk until the remedy is complete, furthermore we agree that whatever the remedy becomes we will complete it within 60 days from receipt of this letter.

Sincerely,



Bryant Nail
Vice President, Development



FAX

Date: June 25, 1997
 Number of pages including cover sheet: 2

To: John Baumgartner

 Phone: _____
 Fax phone: 972-486-2837
 CC: _____

From: Bryant Nail
Development

 Phone: (972) 770-5121
 Fax phone: (972) 770-5129

REMARKS: Urgent For your review Reply ASAP Please comment


R E A L T Y T R U S T

October 1, 1997

Mr. John Baumgartner
Director of Public Works
Town of Addison
16801 Westgrove
Addison, Texas 75248

VIA FACSIMILE
AND HAND DELIVERY

RE: Addison Circle Phase II Infrastructure

Dear John:

Per our conversation today, you have agreed to issue notice to proceed today to North Texas Utilities for Phase II of Addison Circle infrastructure. Columbus Realty Trust Agrees that if Phase II of Addison Circle does not come to fruition within six months to reimburse the Town of Addison all costs incurred with this contract.

Sincerely,

Kal
Bryant Nail

Bryant Nail
Vice President, Development

c: Mark Brandenburg

August 20, 1997

Mr. John Baumgartner
TOWN OF ADDISON
16801 Westgrove
Addison, Texas 75248

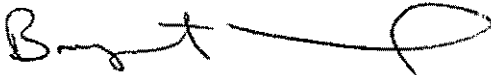
Dear John:

Columbus recognizes that portions of the streetscape along Morris Avenue are still under construction at the Addison Circle project at 4947 Addison Circle, Addison, Texas. Columbus further acknowledges that the Town of Addison does not consider Morris Avenue open and that Columbus accepts sole liability for use of the street.

If you have any questions, please do not hesitate to contact me.

Thank you.

Sincerely,



Bryant Nail
Vice President, Development