

Ma

Milliken Addition 1991 - 10/27/03

23



Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702 10440 N. Central Expressway

Dallas, Texas 75231

TELECOPIER COVER SHEET

PLEASE DELIVER TO ADDRESSEE IMMEDIATELY

Date: October 27, 2003

To: Rickey Garen Via Telecopier Number: (512)491-2366

To: Ken Dippel Via Telecopier Number: (214)672-2020

To: Mike Murphy Via Telecopier Number: (972)450-2837

From: Amy L. Walker, Legal Assistant

Direct Phone Number : (214) 706-0922

Direct Telecopier Number : (214) 706-0921

Pages: Cover + 3

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL Autna at: 214-706-0932

Re: File No. 607-066; Pat Milliken v. Town of Addison

Message: See attached mediation confirmation.

Original will follow by mail Original will NOT follow by mail

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at the numbers listed. Thank you.

Maris & Lanier

A Professional Corporation

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Dallas, Texas 75231
214-706-0920 telephone
214-706-0921 facsimile
214-706-0922 direct dial

awalker@marislanier.com

October 27, 2003

VIA FACSIMILE

Rickey Garen
Texas Municipal League
Intergovernmental Risk Pool
P.O. Box 149194
Austin, Texas 78754

VIA FACSIMILE

Ken Dippel
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, TX 75202

VIA FACSIMILE

Mike Murphy
Public Works Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001

Re: Pat Milliken v. City of Addison
TML Claim No. 0200085821
File No. 607-066

Dear Gentlemen:

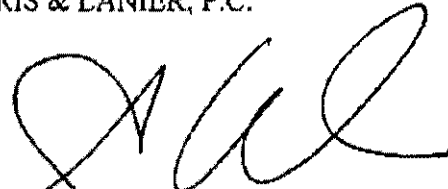
Attached please find the mediator's confirmation for rescheduling the mediation in the above-referenced matter. The mediation has been scheduled for a full-day session on **December 9, 2003 beginning at 9:30 a.m. at The Hunnicutt Law Firm.**

We will need to arrange for a pre-mediation meeting with Mr. Maris prior to the mediation. I am suggesting everyone **meet at our office at approximately 8:15 a.m.** This should provide ample time to discuss settlement matters. Also, Mr. Garen, if you would like for me to make any travel arrangements for you, please let me know. I can also make arrangements to have someone pick you up from the airport, if you would like.

Thank you for your time and attention to this matter. Should you have a conflict with the pre-mediation meeting time/date, please let me know at your earliest convenience.

Sincerely,

MARIS & LANIER, P.C.

A handwritten signature in black ink, appearing to read 'AWL', written in a cursive style.

Amy L. Walker
Legal Assistant to Robert F. Maris

Attachment

THE HUNNICUTT LAW FIRM

PRESTON COMMONS
8115 PRESTON ROAD, SUITE 260
DALLAS, TEXAS 75225

Telephone: (214) 361-6740
Facsimile: (214) 691-5099

J. Stephen Hunnicutt
Attorney and Mediator

October 27, 2003

via facsimile

Thomas H. Keen
Looper Reed & McGraw
1601 Elm Street, Ste. 4100
Dallas, TX 75201

via facsimile

James W. Jennings
10000 N. Central Expwy
Suite 900
Dallas, TX 75231

via facsimile

Michael J. McKelroy, Jr.
Maris & Lanier, PC
1450 Meadow Park Bldg., LB 702
10440 N. Central Expressway
Dallas, Texas 75231

via facsimile

Zach Mayer
Fee, Smith, Sharp & Vitullo, LLP
One Galleria Tower
13355 Noel Road, Suite 1200
Dallas, Texas 75240

Re: Cause No. 02-04715-F; Pat Milliken v. Town of Addison; 116th Judicial District in Dallas County, Texas.

Dear Counsel:

Pursuant to my telephone conversation with Zach Mayer this morning, this letter confirms that the mediation in the above-styled and numbered cause has been rescheduled to December 9, 2003, at the offices of The Hunnicutt Law Firm, 8115 Preston Road, Suite 260, Dallas, Texas 75225 beginning at 9:30 a.m.

Please provide payment by check drawn on your firm's account or, if directly from your client, by certified funds.

We look forward to working with you. If you should have any questions, please do not hesitate to contact our office.

Sincerely,



Heather A. Dickens
Legal Assistant to J. Stephen Hunnicutt

/had

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702 10440 N. Central Expressway

Dallas, Texas 75231
214-706-0920 telephone
214-706-0921 facsimile
214-706-0922 direct dial

awalker@marislanier.com

October 23, 2003

VIA FACSIMILE NO. 214-691-5099

J. Stephen Hunnicutt
The Hunnicutt Law Firm
Preston Commons
8115 Preston Road, Suite 260
Dallas, Texas 75225

Re: Pat Milliken v. Town of Addison, et. al.
Cause No. 02-4715-F in the 116th District Court of Dallas County
File No. 607-066

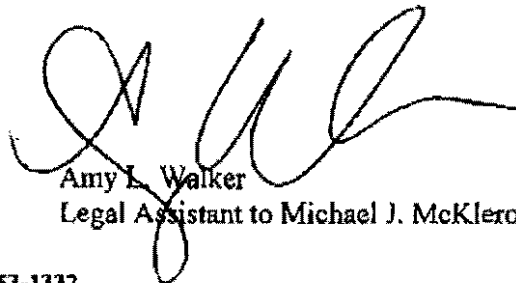
Dear Mr. Hunnicutt:

I am in receipt of your letter regarding rescheduling the mediation. Please be advised that our office is available anytime during the second week of December, 2003.

Should you have any questions, please contact me at the number listed above. Thanking you in advance for your time and attention,

Sincerely,

MARIS & LANIER, P.C.



Amy L. Walker
Legal Assistant to Michael J. McKleroy, Jr.

cc: Thomas H. Keen VIA FACSIMILE 214-953-1332
Zac Mayer VIA FACSIMILE 972-934-9200

bcc: **VIA FACSIMILE**
Rickey Garen

VIA FACSIMILE
Ken Dippel

VIA FACSIMILE
Mike Murphy

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702 10440 N. Central Expressway

Dallas, Texas 75231

TELECOPIER COVER SHEET

PLEASE DELIVER TO ADDRESSEE IMMEDIATELY

Date: October 23, 2003

To: Rickey Garen Via Telecopier Number: (512)491-2366

To: Ken Dippel Via Telecopier Number: (214)672-2020

To: Mike Murphy Via Telecopier Number: (972)450-2837

From: Amy L. Walker, Legal Assistant

Direct Phone Number : (214) 706-0922

Direct Telecopier Number : (214) 706-0921

Pages: Cover + 2

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL Autna at: 214-706-0932

Re: File No. 607-066; Pat Milliken v. Town of Addison

Message: See attached letter re: scheduling mediation

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Reset 4/12/04

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Dallas, Texas 75231

TELECOPIER COVER SHEET

PLEASE DELIVER TO ADDRESSEE IMMEDIATELY

Date: August 22, 2003

To:	<u>Rickey Garen</u>	Via Telecopier Number:	<u>(512)491-2366</u>
To:	<u>Ken Dippel</u>	Via Telecopier Number:	<u>(214)672-2020</u>
To:	<u>Mike Murphy</u>	Via Telecopier Number:	<u>(972)450-2837</u>
To:	<u>Lynn Chandler</u>	Via Telecopier Number:	<u>(972)450-2837</u>
To:	<u>Larry Dobbs</u>	Via Telecopier Number:	<u>(972) 722-8655</u>
To:	<u>Charlie Johnson</u>	Via Telecopier Number:	<u>(972) 503-9143</u>
To:	<u>Mark W. Roberts</u>	Via Telecopier Number:	<u>(214)739-5961</u>
To:	<u>Stan Randall</u>	Via Telecopier Number:	<u>(972)772-5314</u>

From: Amy L. Walker, Legal Assistant

Direct Phone Number : (214) 706-0922

Direct Telecopier Number : (214) 706-0921

Pages: Cover + 6

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL Autna at: 214-706-0932

Re: File No. 607-066; Pat Milliken v. Town of Addison

Message: **See attached Continuance Order with New Trial Date of 04/12/04.**

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Dallas, Texas 75231

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awalker@marislanier.com

August 22, 2003

VIA FACSIMILE

Thomas H. Keen

Looper Reed & McGraw

1601 Elm Street, Suite 4100

Dallas, Texas 75201

VIA FACSIMILE

Zach Mayer

Fee, Smith, Sharp & Vitullo, LLP

One Galleria Tower

13355 Noel Road, Suite 1200

Dallas, Texas 75240

Re: *Pat Milliken v. Town of Addison, et al*
Cause No. 02-4715-F in the 116th District Court, Dallas County
File No. 607-066

Dear Tom and Zach:

Attached please find a conformed copy of the Order Granting Agreed Motion for Continuance and Scheduling Order. The above-referenced matter has been reset for trial on **April 12, 2004**.

Thanking you in advance for your time and attention,

Sincerely,

MARIS & LANIER, P.C.



Amy L. Walker

Legal Assistant to Michael J. McKleroy, Jr.

Enclosure

MR. TOM KEEN
MR. ZACH MAYER
AUGUST 22, 2003

PAGE 2

Clients and Experts,

I am providing a copy of the recent Continuance Order which resets the trial in this matter to April 12, 2004. Please calendar this date, as each of you will need to attend the trial setting in this case. Should you have any conflicts, please advise me immediately. Thank you for your time and attention to this matter.

bcc: **VIA FACSIMILE**
Ken Dippel
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, TX 75202
(w/encl.)

VIA FACSIMILE
Rickey Garen
Texas Municipal League
Intergovernmental Risk Pool
P.O. Box 149194
Austin, Texas 78754
(w/encl.)

VIA FACSIMILE
Mike Murphy
Public Works Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001
(w/encl.)

VIA FACSIMILE
Lynn Chandler
Development Services Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001
(w/encl.)

VIA FACSIMILE
Larry Dobbs
Mike Shaw
P.O. Box 2377
Rockwall, Texas 75087
(w/encl.)

VIA FACSIMILE
Charlie Johnson
Westcliff Incorporated
2001 Midway Road, Suite 144
Addison, Texas 75001
(w/encl.)

VIA FACSIMILE
Robert Stanley ("Stan") Randall, Jr.
Robert Stanley ("Robert") Randall, III
Arboricultural Systems Integration
Route 6, Box 240
Sulphur Springs, Texas 75482
(w/encl.)

VIA FACSIMILE
Mark W. Roberts, P.E.
Nathan D. Maier Consulting Engineers
8080 Park Lane, Suite 600
Dallas, Texas 75231
(w/encl.)

CAUSE NO. 02-4715-F

PAT MILLIKEN,

Plaintiff,

v.

TOWN OF ADDISON, THE PRESTON
GROUP DESIGNERS AND BUILDERS,
WILLIAM LONG, PRESTON HOMES,
INC. and JON B. COLEMAN,

Defendants.

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IN THE DISTRICT COURT

116th JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

**ORDER GRANTING AGREED MOTION FOR
CONTINUANCE AND SCHEDULING ORDER**

On the ___ day of August, 2003, came on for hearing the Agreed Motion for Continuance filed by Plaintiff Pat Milliken ("Plaintiff") and Defendants Town of Addison ("Addison"), The Preston Group Designers and Builders ("Preston Group"), William Long ("Long"), Preston Homes, Inc. ("Preston Homes") and John B. Coleman ("Coleman") (collectively "Defendants") (Plaintiff and Defendant collectively the "Parties"). Upon consideration of the Parties motion, the papers on file with this court and arguments of counsel, this court is of the opinion that the Parties' motion should be GRANTED as follows:

IT IS ORDERED, ADJUDGED and DECREED that the trial currently scheduled in the above-styled and -numbered cause for December 8, 2003 is hereby stricken from the trial docket and the trial of this matter shall be rescheduled for the ~~8th~~ day of April, 2004.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the following deadlines shall be applicable to this matter:

Deadline to amend pleadings asserting new causes of action or defenses without leave of

**ORDER GRANTING AGREED MOTION FOR
CONTINUANCE AND SCHEDULING ORDER**

PAGE 1

court: 120 days prior to trial.

Deadline to amend all other pleadings without leave of court: 30 days prior to trial.

Deadline to file dispositive motions: 30 days prior to trial.


Deadline to file motions to exclude or limit expert testimony: 30 days prior to trial.

Deadline to file all other motions: 30 days prior to trial.

Deadline to complete discovery: 30 days prior to trial.

Deadline to complete mediation: 30 days prior to trial.

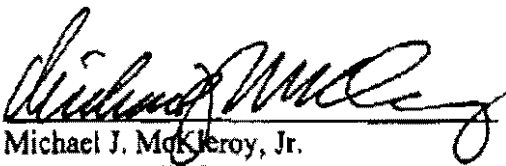
SIGNED this 19~~th~~ day of August, 2003.


Robert H. Frost
JUDGE PRESIDING

AGREED AS TO SUBSTANCE AND FORM:

Thomas H. Keen
Attorney for Plaintiff

Zach T. Mayer
Attorney for Defendants
Preston Group Designers
and Builders, Preston Homes, Inc.,
William Long and Jon B. Coleman


Michael J. McKleroy, Jr.
Attorney for Defendant
Town of Addison

607.066\continue.ord.wpd

**ORDER GRANTING AGREED MOTION FOR
CONTINUANCE AND SCHEDULING ORDER**

PAGE 2

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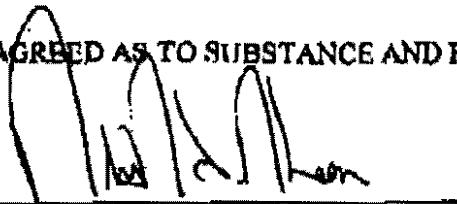
Deadline to complete discovery: 30 days prior to trial.

Deadline to complete mediation: 30 days prior to trial.

SIGNED this _____ day of August, 2003.

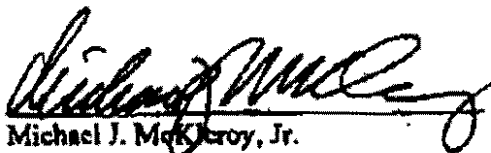
JUDGE PRESIDING

AGREED AS TO SUBSTANCE AND FORM:



Thomas H. Keen
Attorney for Plaintiff

Zach T. Mayer
Attorney for Defendants
Preston Group Designers
and Builders, Preston Homes, Inc.,
William Long and Jon B. Coleman



Michael J. McKelroy, Jr.
Attorney for Defendant
Town of Addison

607.066\continua.srd.wpd

**ORDER GRANTING AGREED MOTION FOR
CONTINUANCE AND SCHEDULING ORDER**

PAGE 2

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Deadline to complete discovery: 30 days prior to trial.

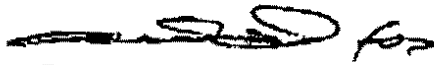
Deadline to complete mediation: 30 days prior to trial.

SIGNED this ____ day of August, 2003.

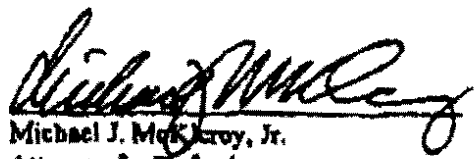
JUDGE PRESIDING

AGREED AS TO SUBSTANCE AND FORM:

Thomas H. Keen
Attorney for Plaintiff



Zach T. Mayer
Attorney for Defendants
Preston Group Designers
and Builders, Preston Homes, Inc.,
William Long and Jon B. Coleman



Michael J. McKelvey, Jr.
Attorney for Defendant
Town of Addison

607.066\continuaord.wpd

**ORDER GRANTING AGREED MOTION FOR
CONTINUANCE AND SCHEDULING ORDER**

PAGE 2

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702 10440 N. Central Expressway

Dallas, Texas 75231

*S.E.F.,
PLEASE PUT ON SCHEDULE
file
Autna
Mike*

TELECOPIER COVER SHEET

PLEASE DELIVER TO ADDRESSEE IMMEDIATELY

Date: August 19, 2003

To: Rickey Garen Via Telecopier Number: (512)491-2366

To: Ken Dippel Via Telecopier Number: (214)672-2020

To: Mike Murphy Via Telecopier Number: (972)450-2837

From: Amy L. Walker, Legal Assistant

Direct Phone Number : (214) 706-0922

Direct Telecopier Number : (214) 706-0921

Pages: Cover + 2

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL Autna at: 214-706-0932

Re: File No. 607-066; Pat Milliken v. Town of Addison

Message: See attached letter re: scheduling mediation for 09/23/03

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214-706-0921 facsimile

214-706-0927 direct dial

awalker@marislanier.com

August 19, 2003

VIA FACSIMILE

Thomas H. Keen

Looper Reed & McGraw

1601 Elm Street, Suite 4100

Dallas, Texas 75201

VIA FACSIMILE

Zach Mayer

Fee, Smith, Sharp & Vitullo, LLP

One Galleria Tower

13355 Noel Road, Suite 1200

Dallas, Texas 75240

Re: *Pat Milliken v. Town of Addison, et al*
Cause No. 02-4715-F in the 116th District Court, Dallas County
File No. 607-066

Dear Tom and Zach:

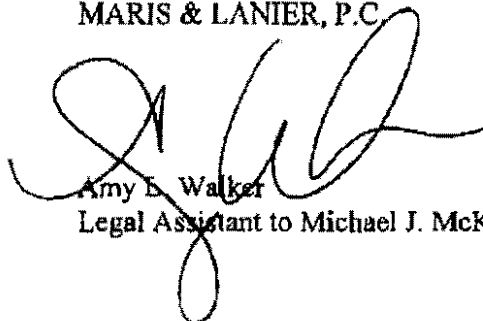
I have received everyone's availability for scheduling a full-day mediation session in the above-referenced matter. It appears that **Tuesday, September 23, 2003** will work best. I have contacted the mediator, Stephen Hunnicutt, and advised him to schedule us for this date.

In the event that someone now has a conflict with this date, please advise me immediately. I will request the mediator to mail out a confirmation of this scheduling.

Thanking you in advance for your time and attention,

Sincerely,

MARIS & LANIER, P.C.

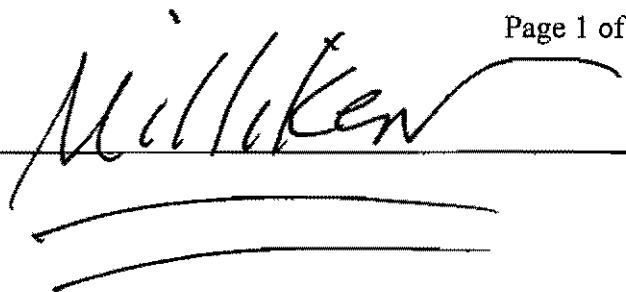


Amy E. Walker

Legal Assistant to Michael J. McKleroy, Jr.

Sue Ellen Fairley

From: Mike Murphy
Sent: Thursday, August 14, 2003 3:56 PM
To: Sue Ellen Fairley
Subject: FW: Milliken vs. Town of Addison



SEF,

Please contact Amy and set up a date.....thanks.

Mike

Michael E. Murphy, PE
Director of Public Works
(972) 450-2878 Work
(214) 215-5280 Mobile
(972) 450-2837 Fax
E-Mail: mmurphy@ci.addison.tx.us

-----Original Message-----

From: Amy Walker [mailto:awalker@marislanier.com]
Sent: Thursday, August 14, 2003 3:08 PM
To: Rickey Garen; Mike Murphy; Ken Dipple
Subject: Milliken vs. Town of Addison

Hi guys, we have recently filed a Motion for Continuance of the current trial setting (12/08/03) as well as pushing back all the pre-trial deadlines. We are still attempting to set the mediation, which is the reason for this email. Currently, we are looking at the following dates: Sept. 15, 17, 19, 23. Please let me know your availability at your earliest convenience. We will probably need the whole day, for prep and mediation.

Amy L. Walker
Legal Assistant to Robert F. Maris
Maris & Lanier, P.C.
10440 N. Central Expressway, Suite 1450
Dallas, Texas 75231
214-706-0922 Direct Dial
214-706-0920 Fax
awalker@marislanier.com

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8/18/2003

SENT BY: ;

214 706 0921

; MAY-29-03 11:36AM;

PAGE 1/3

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A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

TELECOPIER COVER SHEET

PLEASE DELIVER TO ADDRESSEE IMMEDIATELY

Date: May 29, 2003

To: Mike MurphyVia Telecopier Number: 972-450-2837To: Larry DobbsVia Telecopier Number: 1-972-722-8655From: Amy L. Walker, Legal Assistant

Direct Phone Number : (214) 706-0922

Direct Telecopier Number : (214) 706-0921

Pages: Cover + 2

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL Autna at: 1-214-706-0932

Re: Pat Milliken v. Town of Addison
File No. 607-066**Message: See attached letter confirming inspection meeting.** Original will follow by mail Original will NOT follow by mail

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SENT BY: ;

214 706 0921

; MAY-29-03 11:36AM;

PAGE 2/3

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1450 Meadow Park Bldg., L.D 702 10440 N. Central Expressway

Dallas, Texas 75231

214-706-0922

214-706-0921 (FAX)

awalker@marislanier.com

May 29, 2003

VIA FACSIMILE

Mike Murphy
Public Works Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001

VIA EMAIL

Stan Randall
ASI
Rout 6 Box 240
Sulphur Springs, Texas 75482

VIA FACSIMILE

Larry Dobbs
P.O. Box 2377
Rockwall, Texas 75087

Re: Pat Milliken v. City of Addison
TML Claim No. 0200085821
File No. 607-066

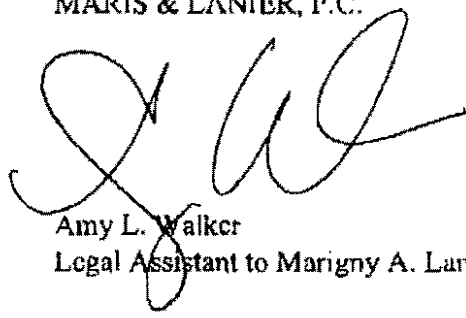
Dear Gentlemen:

This letter is to confirm that the inspection meeting has been scheduled for **June 3, 2003 at 10:00 a.m.** The inspection will take place at Ms. Milliken's house, 14905 Lake Forest Drive, Addison, Texas. I am attaching a map for your convenience.

Should you have any questions, comments, or concerns, please do not hesitate to call.

Sincerely,

MARIS & LANIER, P.C.



Amy L. Walker
Legal Assistant to Marigny A. Lanier

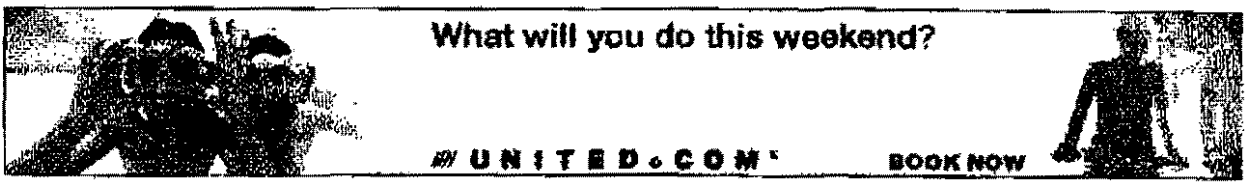
Enclosure

SENT BY : 214 706 0921 ; MAY-29-03 11:36AM; PAGE 3/3
1700 East Forest Dr, Dallas, TX 75248

Page 1 of 2



Maps Yellow Pages City Guide



Welcome, Guest User
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Create My Local

Maps | Driving Directions

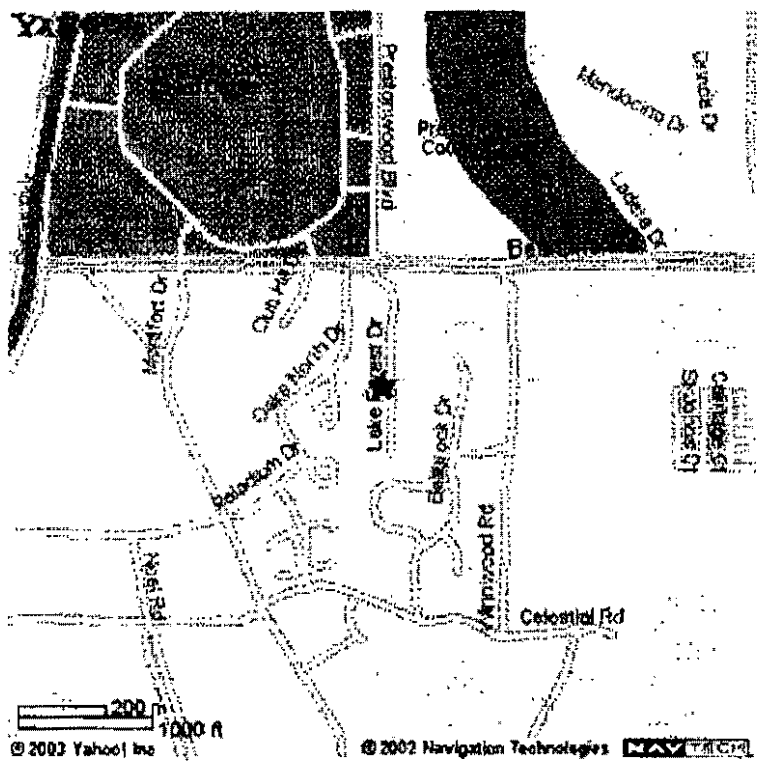
Address: ★ 14905 Lake Forest Dr
Dallas, TX 75248 Save Address

Driving Directions:
To this location | From

statefarm.com* One-third of all crashes occur at intersections.
Where are the 10 most dangerous intersections in the U

Email Map Printable Version

Find Local Info



- Zoom In**
- [1]
 - 2
 - [3]
 - [4]
 - [5]
 - [6]
 - [7]
 - [8]
 - [9]
 - [10]
- Zoom Out**

City Guides

- Restaurant Review
- Nightlife
- More...

Nearby Business

- Banks
- Gas Stations
- Restaurants
- More...

Yahoo! Autos
Get a free price dealer in your area obligation, no h

- Make -
- Model -
Zipcode: 7524

Map New Location
My Locations Sign
-- My Location

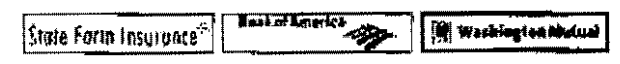
Address, Intersection or Airport Code
14905 Lake F

City, State or Zip
Dallas, TX 75

Country
United States

Get Map

Business Locator - Click on business name to view the locations on map



SENT BY: ;

214 706 0921

; MAY-16-03 3:20PM;

PAGE 1/2

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

TELECOPIER COVER SHEET

PLEASE DELIVER TO ADDRESSEE IMMEDIATELY

Date: May 16, 2003

To: Ken Dippel Via Telecopier Number: (214)672-2020To: Mike Murphy Via Telecopier Number: (972)450-2837From: Amy L. Walker, Legal Assistant

Direct Phone Number : (214) 706-0922

Direct Telecopier Number : (214) 706-0921

Pages: Cover + 1

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL Autha at: 214-706-0932

Re: File No. 607-066; Pat Milliken v. Town of Addison**Message: See attached letter re: scheduling inspection**

Original will follow by mail Original will NOT follow by mail

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at the numbers listed. Thank you.

SENT BY: ;

214 706 0921

; MAY-16-03 3:20PM;

PAGE 2/2

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702 10440 N. Central Expressway

Dallas, Texas 75231

214-706-0922

214-706-0921 (FAX)

awalkcr@marislanier.com

May 16, 2003

VIA FACSIMILE

Mike Murphy
Public Works Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001

VIA EMAIL

Stan Randall
ASI
Rout 6 Box 240
Sulphur Springs, Texas 75482

VIA FACSIMILE

Larry Dobbs
P.O. Box 2377
Rockwall, Texas 75087

Re: Pat Milliken v. City of Addison
TML Claim No. 0200085821
File No. 607-066

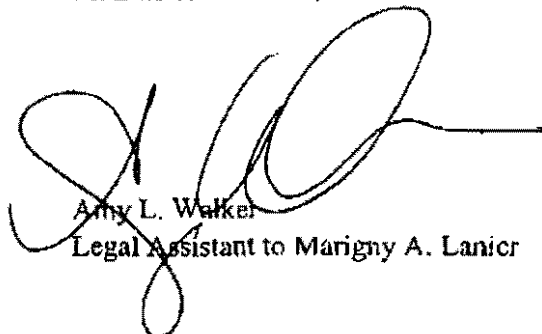
Dear Gentlemen:

We are now ready to begin scheduling the inspection in this case. I have gotten Plaintiff's availability for the week of June 2, 2003. As of now, Mr. McKleroy can do the inspection any day that week except for Friday. Can you email me at awalkcr@marislanier.com or call me at my direct dial, 214-706-0922 and advise me if you are available anytime this week.

Should you have any questions, comments, or concerns, please do not hesitate to call.

Sincerely,

MARIS & LANIER, P.C.



Amy L. Walker
Legal Assistant to Marigny A. Lanier

SENT BY: MARIS&LANIER;

214 706 0921;

APR-14-03 11:29AM;

PAGE 1/3

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

TELECOPIER COVER SHEET

PLEASE DELIVER TO ADDRESSEE IMMEDIATELY

Date: April 14, 2003

To: <u>Ken Dippel</u>	Via Telecopier Number: <u>214-672-2020</u>
To: <u>Rickey Garen</u>	Via Telecopier Number: <u>512-491-2366</u>
To: <u>Mike Murphy</u>	Via Telecopier Number: <u>972-450-2837</u>
To: <u>Larry Dobbs</u>	Via Telecopier Number: <u>972-722-8655</u>

From: Amy L. Walker, Legal Assistant

Direct Phone Number : (214) 706-0922

Direct Telecopier Number : (214) 706-0921

Pages: Cover + 2

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL Debbie at: 1-214-706-0924

Re: Pat Milliken v. City of Addison
File No. 607-066**Message: See attached letter canceling inspection meeting.** Original will follow by mail Original will NOT follow by mail

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at the numbers listed. Thank you.

SENT BY: MARIS&LANIER;

214 706 0921;

APR-14-03 11:29AM;

PAGE 2/3

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

214-706-0920 telephone

214-706-0921 facsimile

214-706-0922 direct dial

awalker@marislanier.com

April 14, 2003

VIA FACSIMILE NO. 214-953-1332

Thomas H. Keen

Looper Reed & McGraw

1601 Elm Street, Suite 4100

Dallas, Texas 75201

VIA FACSIMILE NO. 214-954-9541

James Jennings

Bellinger & DeWolf, L.L.P.

10,000 North Central Expressway, Suite 900

Dallas, Texas 75231

Re: *Pat Milliken v. Town of Addison, et al*
Cause No. 02-4715-F in the 116th District Court, Dallas County
File No. 607-066

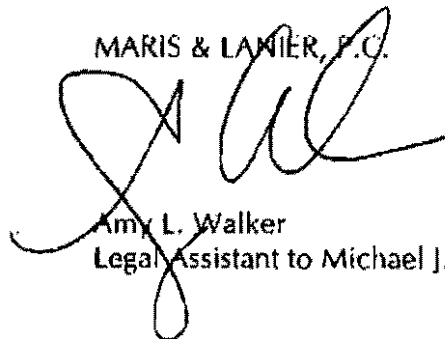
Gentlemen:

This letter will confirm that the inspection meeting which was tentatively scheduled for April 16, 2003 at 9:00 a.m. **will not go forward** due to the fact that we have not received Plaintiff's damage report.

Should you have any questions, comments or concerns, please do not hesitate to call. Thanking you in advance for your time and attention,

Sincerely,

MARIS & LANIER, P.C.



Amy L. Walker

Legal Assistant to Michael J. McKleroy, Jr.

SENT BY: MARIS&LANIER;

214 706 0921;

APR-14-03 11:29AM;

PAGE 3/3

bcc: **VIA FACSIMILE**
Rickey Garen
Texas Municipal League
Intergovernmental Risk Pool
P.O. Box 149194
Austin, Texas 78754

VIA FACSIMILE
Ken Dippel
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, TX 75202

VIA FACSIMILE
Mike Murphy
Public Works Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001

VIA EMAIL
Stan Randall
ASI
Rout 6 Box 240
Sulphur Springs, Texas 75482

VIA EMAIL
Larry Dobbs
P.O. Box 2377
Rockwall, Texas 75087

SENT BY: MARIS&LANIER;

214 706 0921;

APR-7-03 10:38AM;

PAGE 1/3

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

TELECOPIER COVER SHEET

PLEASE DELIVER TO ADDRESSEE IMMEDIATELY

Date: April 7, 2003

To: Mike MurphyVia Telecopier Number: 972-450-2837To: Larry DobbsVia Telecopier Number: 1-972-722-8655From: Amy L. Walker, Legal Assistant

Direct Phone Number : (214) 706-0922

Direct Telecopier Number : (214) 706-0921

Pages: Cover +

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL Autna at: 1-214-706-0932

Re: Pat Milliken v. Town of Addison

File No. 607-066

Message: See attached letter dated April 7, 2003. Original will follow by mail Original will NOT follow by mail

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at the numbers listed. Thank you.

SENT BY: MARIS&LANIER;

214 706 0921;

APR-7-03 10:38AM;

PAGE 2/3

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

214-706-0922

214-706-0921 (FAX)

awalker@marislanier.com

April 7, 2003

VIA FACSIMILE

Mike Murphy
Public Works Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001

VIA EMAIL

Stan Randall
ASI
Rout 6 Box 240
Sulphur Springs, Texas 75482

VIA FACSIMILE

Larry Dobbs
P.O. Box 2377
Rockwall, Texas 75087

Re: Pat Milliken v. City of Addison
TML Claim No. 0200085821
File No. 607-066

Dear Gentlemen:

This letter is to advise you we are currently going forward with the inspection on **Wednesday, April 16, 2003 at 9:00 a.m.** The inspection will take place at 14905 Lake Forest Drive, Town of Addison, Texas and Mr. McKleroy will meet you at this address on the 16th. However, it is possible that we will not go forward because we are still waiting for another expert report from Plaintiff. If we do not receive the report by the end of this week, we will contact you and advise you of the status of the inspection.

SENT BY: MARIS&LANIER;

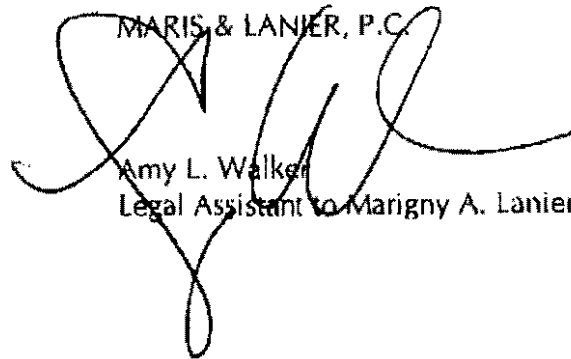
214 706 0921;

APR-7-03 10:38AM;

PAGE 3/3

Should you have any questions, comments, or concerns, please do not hesitate to call.

Sincerely,

MARIS & LANIER, P.C.

Amy L. Walker
Legal Assistant to Marigny A. Lanier

SENT BY: MARIS&LANIER;

214 706 0921;

MAR-20-03 1:41PM;

PAGE 2/2

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

214-706-0922

214-706-0921 (FAX)

awalker@marislanier.com

March 20, 2003

VIA FACSIMILE ONLY

Lynn Chandler
Development Services Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001

Mike Murphy
Public Works Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001

Re: Pat Milliken v. City of Addison
TML Claim No. 0200085821
File No. 607-066

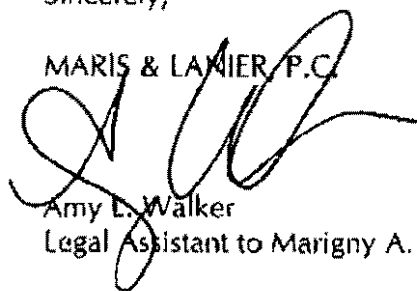
Dear Gentlemen:

The purpose of this letter is to advise you that we have been set for trial in this case on **December 8, 2003**. Please calendar this date and advise me should you have any conflict with attending the trial setting anytime that week.

Thank you for your time and attention to this matter. Should you have any questions, comments or concerns, please do not hesitate to call.

Sincerely,

MARIS & LANIER, P.C.



Amy L. Walker

Legal Assistant to Marigny A. Lanier

SENT BY: MARIS&LANIER;

214 706 0921;

MAR-20-03 1:40PM;

PAGE 1/2

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

TELECOPIER COVER SHEET

PLEASE DELIVER TO ADDRESSEE IMMEDIATELY

Date: March 20, 2003

To: Mike Murphy
Lynn ChandlerVia Telecopier Number: 972-450-2837From: Amy L. Walker, Legal Assistant

Direct Phone Number : (214) 706-0922

Direct Telecopier Number : (214) 706-0921

Pages: Cover + 1

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL Autna at: 1-214-706-0932

Re: Pat Milliken v. Town of Addison
File No. 607-066**Message: See attached letter re: 12/08/03 Trial Date.** Original will follow by mail Original will NOT follow by mail

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at the numbers listed. Thank you.

SENT BY: MARIS&LANIER;

214 706 0921;

MAR-18-03 4:35PM;

PAGE 1/4

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

TELECOPIER COVER SHEET

PLEASE DELIVER TO ADDRESSEE IMMEDIATELY

Date: March 18, 2003

To: Ken Dippel Via Telecopier Number: 214-672-2020

To: Rickey Garen Via Telecopier Number: 512-491-2366

To: Mike Murphy Via Telecopier Number: 972-450-2837

From: Amy L. Walker, Legal Assistant

Direct Phone Number : (214) 706-0922

Direct Telecopier Number : (214) 706-0921

Pages: Cover + 3

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL Debbie at: 1-214-706-0924

Re: Pat Milliken v. City of Addison
File No. 607-066

Message: See attached letter to mediator with proposed dates. As soon as a date is confirmed, I will advise you of same. Thanks.

 Original will follow by mail X Original will NOT follow by mail

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at the numbers listed. Thank you.

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231
214-706-0920 telephone
214-706-0921 facsimile
214-706-0922 direct dial

awalker@marislanier.com

March 18, 2003

VIA FACSIMILE NO. 214-691-5099

J. Stephen Hunnicutt
The Hunnicutt Law Firm
Preston Commons
8115 Preston Road, Suite 260
Dallas, Texas 75225

Re: Pat Milliken v. Town of Addison, et. al.
Cause No. 02-4715-F in the 116th District Court of Dallas County
File No. 607-066

Dear Mr. Hunnicutt:

This letter is in response to your letter dated March 11, 2003. The parties have filed an Agreed Motion for Continuance and are awaiting the Court's ruling. With regard to the mediation, Defendant, Town of Addison is currently available on any of the following dates:

April 28, 29, and 30th.

Please be advised that the property in this matter must be inspected before the mediation can go forward. We have tentatively scheduled the inspection for April 16, 2003 at 9:00 a.m. Further, the inspection is contingent upon Plaintiff providing its expert's opinion and damage calculations to Defendants. If either contingency is not met, then the mediation date will need to be postponed.

SENT BY: MARIS&LANIER;

214 708 0921;

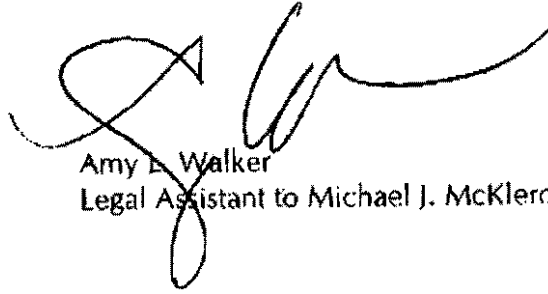
MAR-18-03 4:35PM;

PAGE 3/4

Should you have any questions, please contact me at the number listed above.
Thanking you in advance for your time and attention,

Sincerely,

MARIS & LANIER, P.C.



Amy L. Walker
Legal Assistant to Michael J. McKleroy, Jr.

cc: **VIA FACSIMILE NO. 214-953-1332**
Thomas H. Keen
Looper Reed & McGraw
1601 Elm Street, Suite 4100
Dallas, Texas 75201

VIA FACSIMILE NO. 214-954-9541
James Jennings
Bellinger & DeWolf, L.L.P.
10,000 North Central Expressway, Suite 900
Dallas, Texas 75231

SENT BY: MARIS&LANIER;

214 706 0921;

MAR-18-03 4:35PM;

PAGE 4/4

bcc: VIA FACSIMILE NO. 512-491-2366
Rickey Garen
Texas Municipal League
Intergovernmental Risk Pool
P.O. Box 149194
Austin, Texas 78754

VIA FACSIMILE NO. 214-672-2020
Ken Dippel
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, TX 75202

VIA FACSIMILE NO. 972-450-2837
Mike Murphy
Public Works Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

TELECOPIER COVER SHEET

PLEASE DELIVER TO ADDRESSEE IMMEDIATELY

Date: March 14, 2003

To: Mike Murphy

Via Telecopier Number: 972-450-2837

From: Amy L. Walker, Legal Assistant

Direct Phone Number : (214) 706-0922

Direct Telecopier Number : (214) 706-0921

Pages: Cover + 6

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL Autna at: 1-214-706-0932

Re: Pat Milliken v. Town of Addison
File No. 607-066

Message: See attached letter tentatively setting inspection meeting for 04/16/03 at 9:00 a.m.

Original will follow by mail Original will NOT follow by mail

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at the numbers listed. Thank you.

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

214-706-0922

214-706-0921 (FAX)

awalker@marislanier.com

March 14, 2003

VIA FACSIMILE

Mike Murphy
Public Works Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001

VIA EMAIL

Stan Randall
ASI
Rout 6 Box 240
Sulphur Springs, Texas 75482

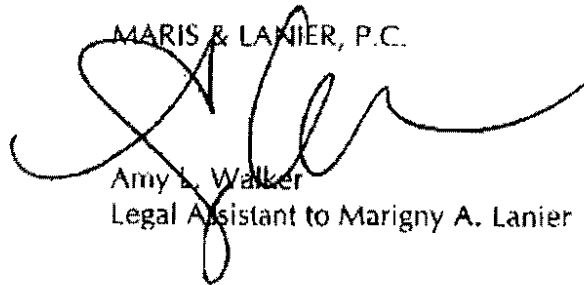
Re: Pat Milliken v. City of Addison
TML Claim No. 0200085821
File No. 607-066

Dear Gentlemen:

Enclosed please find a copy of the letter sent to opposing counsel on March 12, 2003 tentatively setting up the inspection meeting for **April 16, 2003 at 9:00 a.m.** As you will see from the letter, this date/time may change. ~~If it does, I will advise you of same.~~ Otherwise, please docket this date/time on your calendars, as each of you will need to attend the inspection. If you have any conflicts with this date, please advise me as soon as possible.

Sincerely,

MARIS & LANIER, P.C.



Amy L. Walker
Legal Assistant to Marigny A. Lanier

S.E.F. ✓
PLEASE put this
DATE ON MY
SCHEDULE!
mhr

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

214-706-0920 telephone

214-706-0921 facsimile

214-706-0927 direct dial

MICHAEL J. MCKLEROY, JR.

March 12, 2003

VIA FACSIMILE NO. 214-953-1332

Thomas H. Keen

Looper Reed & McGraw

1601 Elm Street, Suite 4100

Dallas, Texas 75201

VIA FACSIMILE NO. 214-954-9541

James Jennings

Bellinger & DeWolf, L.L.P.

10,000 North Central Expressway, Suite 900

Dallas, Texas 75231

VIA FACSIMILE NO. 972-934-9200

Zack T. Mayer

Fee Smith Sharp & Vitullo, L.L.P.

One Galleria Tower

1355 Noel Road, Suite 1200

Dallas, Texas 75240

Re: *Pat Milliken v. Town of Addison, et al.*
Cause No. 02-4715-F in the 116th District Court, Dallas County
File No. 607-066

Gentlemen:

Attached please find a copy of the Request for Entry Upon Property served upon Plaintiff Pat Milliken by Defendant Town of Addison. I have indicated a preference that the inspection take place on April 16, 2003 beginning at 9:00 a.m., but I am amenable to scheduling an inspection for a time that is convenient to all parties. Further, as we discussed last month, I do not believe that any inspection will be meaningful unless and until we receive a more detailed causation report and damage calculation. You indicated last month that we should expect to receive these materials within four (4) weeks or so. When can we expect to receive them?

Also, I received some correspondence from J. Stephen Hunnicut, the appointed mediator in this case. He is requesting new mediation dates. In keeping with our desire to have the opportunity to inspect the property prior to mediation, I have instructed my assistant

MR. THOMAS H. KEEN
MR. JAMES W. JENNINGS, III
MR. ZACH T. MAYER
MARCH 12, 2003

PAGE 2

to provide dates for after April 16, 2003, assuming that that will be the inspection date. If the inspection occurs later than April 16, 2003, then I will want the mediation to be pushed back accordingly.

Should you have any questions, comments or concerns, please do not hesitate to call. Thanking you in advance for your time and attention,

Sincerely,

MARIS & LANIER, P.C.



Michael J. McKleroy, Jr.

Enclosure

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

PAT MILLIKEN	§	
	§	
v.	§	CIVIL ACTION
	§	NO. 3-02CV-11644-D
TOWN OF ADDISON, THE PRESTON	§	
GROUP DESIGNERS AND BUILDERS,	§	
WILLIAM LONG, PRESTON HOMES,	§	
INC., JON B. COLEMAN	§	

**DEFENDANT TOWN OF ADDISON'S
REQUEST FOR ENTRY UPON PROPERTY**

IO: Pat Milliken, by and through her counsel of record, Thomas H. Keen, Looper Reed & McGraw, 1601 Elm Street, Suite 4100, Dallas, Texas 75201.

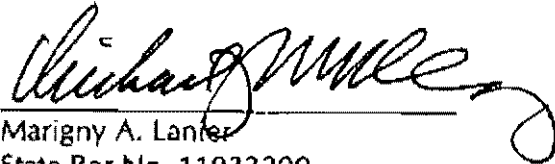
COMES NOW Defendant Town of Addison ("Addison") and, pursuant to Rule 196.7 of the Texas Rules of Civil Procedure, serves this Request for Entry Upon Property upon Plaintiff Pat Milliken ("Milliken"). In support thereof, Addison respectfully shows the following:

Addison requests that it be permitted to enter upon, inspect, measure, survey and photograph the property located at 14905 Lake Forest Drive, Town of Addison, Dallas County, Texas (the "Property"), including entry into the improvements contained on the Property, on **Wednesday, April 16, 2003 beginning at 9:00 a.m. and ending at 5:00 p.m.** for the purposes of testing Milliken's theories of liability and damages, causation and remedial measures. The inspection shall be made by a representative for Addison, the undersigned

attorney and experts designated by Addison. Addison further invites Milliken and co-defendants to be present during the inspection.

Respectfully submitted,

MARIS & LANIER, P.C.



Marigny A. Lanier
State Bar No. 11933200
Michael J. McKleroy, Jr.
State Bar No. 24000095
10440 N. Central Expressway
Suite 1450, LB 702
Dallas, Texas 75231
214-706-0920 telephone
214-706-0921 facsimile

ATTORNEYS FOR DEFENDANT
TOWN OF ADDISON

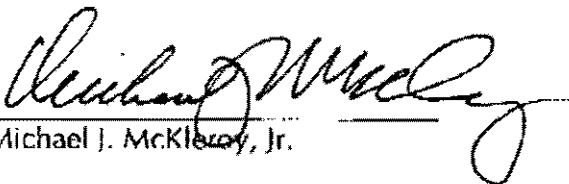
CERTIFICATE OF SERVICE

This is to certify that a true, correct and complete copy of the foregoing instrument has been sent via certified mail, return receipt requested on this the 12th day of March, 2003 to:

Thomas H. Keen
Looper Reed & McGraw
1601 Elm Street, Suite 4100
Dallas, Texas 75201
VIA FACSIMILE NO. 214-953-1332

James Jennings
Bellinger & DeWolf, L.L.P.
10,000 North Central Expressway, Suite 900
Dallas, Texas 75231
VIA FACSIMILE NO. 214-954-9541

Zach T. Mayer
Fee Smith Sharp & Vittullo, L.L.P.
One Galleria Tower
13355 Noel Road, Suite 1200
Dallas, Texas 75240


Michael J. McClary, Jr.

607.066vfe.rqt

SENT BY: MARIS&LANIER;

214 706 0921;

MAR-13 '03 11:07AM;

PAGE 1/3

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

TELECOPIER COVER SHEET

PLEASE DELIVER TO ADDRESSEE IMMEDIATELY

Date: March 13, 2003

To: Ken Dippel Via Telecopier Number: 214-672-2020To: Rickey Garcen Via Telecopier Number: 512-491-2366To: Mike Murphy Via Telecopier Number: 972-450-2837From: Amy L. Walker, Legal Assistant

Direct Phone Number : (214) 706-0922

Direct Telecopier Number : (214) 706-0921

Pages: Cover + 2

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL Debbie at: 1-214-706-0924

Re: Pat Milliken v. City of Addison
File No. 607-066**Message: See attached letter with proposed mediation dates. Please provide me with your availability at your convenience. Thanks.** Original will follow by mail Original will NOT follow by mail

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at the numbers listed. Thank you.

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

214-706-0922

214-706-0921 (FAX)

awalker@marislanier.com

March 13, 2003

VIA FACSIMILE

Ken Dippel
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, TX 75202

Mike Murphy
Public Works Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001

Rickey Garen
Texas Municipal League
Intergovernmental Risk Pool
P.O. Box 149194
Austin, Texas 78754

Re: Pat Milliken v. City of Addison
TML Claim No. 0200085821
File No. 607-066

Dear Ken, Mike, and Rickey:

The purpose of this letter is to obtain your availability for rescheduling the mediation in the above-referenced matter. Currently, our office is available for any of the following dates:

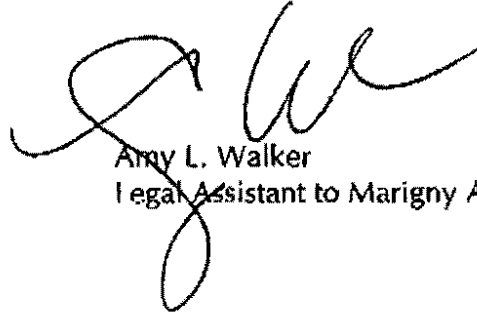
April 21, 22, 23, 24, 25, 28, 29 and 30.

Please let me know your availability by either returning this fax with the dates of your availability circled or telephone me at 214-706-0922. You may also email me at awalker@marislanier.com.

Thank you for your time and attention to this matter. I look forward to hearing from you.

Sincerely,

MARIS & LANIER, P.C.

A handwritten signature in black ink, appearing to read 'A. Walker', written over the typed name and title.

Amy L. Walker
Legal Assistant to Marigny A. Lanier

Addison!

2103

MICHAEL E. MURPHY, P.E.
Director of Public Works
(972) 450-2878
(972) 450-2837 FAX
mmurphy@ci.addison.tx.us E-mail

Town of Addison 16801 Westgrove Dr. P.O. Box 9010, Addison, Texas 75001-9010

MON FEB 18 76

Jim Belamy INS. ADJUSTER
FOR Bill Long

Spoke with PAT She wants
a letter regarding TREES
and landscaping AND
PIPE within the easement.

ONCE ALL LANDSCAPING IS INSTALLED
GET A COMPLETION LETTER TO PAT M.
REGARDING UPSTREAM DRAINAGE
AND HOW IT WILL NO LONGER EFFECT.
ALSO PREP A "TO WHOM IT MAY CONCERN"
LETTER ABOUT THE DRAINAGE SYSTEM
INSTALLED BY THE TOWN.

Addison!

FAXED
12/19/02

**PUBLIC WORKS
MEMORANDUM**

FAX COVER SHEET

TO: Amy Walker
FAX (214) 706-~~0920~~ 0921

FROM: Mike Murphy, Director of Public Works/Addison
FAX # (972) 450-2837
OFF # (972) 450-2878

SUBJ: Milliken vs. Town of Addison

DATE: December 19, 2002
(number of pages = 7)

Amy,

I have attached an amended version of the proposed testimony. Also included are documents that are referred to in amended testimony.

Also, I will email you a red lined version.

Call with any questions.

Mike



From: Amy Walker [awalker@marislanier.com]

Sent: Tuesday, December 17, 2002 2:48 PM

To: mmurphy@ci.addison.tx.us

Subject: Milliken vs. Town of Addison

Hi Mike, I am writing you for two reasons, the first is to follow-up with you on scheduling the mediation in this case. Currently, we are looking at the following dates: Jan. 9, 10, 13, 14 and the week of Feb. 10th. Can you let me know which of these dates will not work for you and I will go ahead and set the mediation.

Also, we have to designate expert witnesses before December 26, 2002. We will be designating you as an expert and will be listing your area of testimony as follows:

(2) the subject matter on which the expert will testify;

ANSWER: Mr. Murphy is expected to provide rebuttal testimony to the opinions given by Plaintiff's experts on the sufficiency of the drainage plans and development by the Developer Defendants in addition, Mr. Murphy is expected to provide expert testimony regarding the drainage system installed on the Property *(Please refer to wording on the face of the signed plat that refers to "Any Drainage and Floodway Easement" which indemnifies and holds harmless the city from damage and injury associated from storm water overflow and allows for the City, but does not obligate the City, to construct what ever drainage the City deems necessary).* and the condition of the drainage on the Property at all times relevant to this litigation, including the present.

(3) The general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to your control, documents reflecting such information;

ANSWER: Mr. Murphy is expected to testify that the drainage plans submitted by the Developer Defendants were sufficient to provide adequate drainage to the Property and to avoid flooding *(Had they been installed properly and in a timely manner - refer to letter from the Preston Group dated 11/16/01)*. Mr. Murphy is further expected to testify that the drainage problems, if any, experienced by the Plaintiff existed, *in a large part*, from conditions unrelated to the Developer Defendants and in the control of the Plaintiff. Specifically, Mr. Murphy is expected to testify that the natural slope of the back-yard of the Property, the configuration of the back part of the house, the location of the retaining wall between the Property and the Watters' Property and the ill-maintained condition of the gutters, down-spouts and French drains on the Property contributed to the collection of rain water falling on the Property, remaining on the Property and collecting on the rear patio of the Property that was the proximate cause of the Plaintiff's flooding. Mr. Murphy is further expected to testify that any drainage problems arising outside of the Property were remedied by the installation of the drainage system. *(Please refer to wording on the face of the signed plat that refers to "Any Drainage and Floodway Easement" which indemnifies and holds harmless the city from damage and injury associated from storm water overflow and allows for the City, but does not obligate the City, to construct what ever drainage the City deems necessary).*

We would like for you to review this to make sure it is accurate. If there is any language that we need to add/delete, please let us know. Also, if you have a resume, we are required to produce one. If not, that is okay, I'll just need to know. Thanks. If you have any questions, my direct line is 214-706-0922. Amy

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

TELECOPIER COVER SHEET

PLEASE DELIVER TO ADDRESSEE IMMEDIATELY

Date: December 18, 2002

To: Mike Murphy Via Telecopier Number: 972-450-2837

To: Ken Dippel Via Telecopier Number: 214-672-2020

From: Amy L. Walker, Legal Assistant

Direct Phone Number : (214) 706-0922

Direct Telecopier Number : (214) 706-0921

Pages: Cover + 1

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL Autna at: 1-214-706-0932

Re: Pat Milliken v. Town of Addison
File No. 607-066

Message: Mediation confirmation for 02/10/003 at 9:00 a.m.

Original will follow by mail Original will NOT follow by mail

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at the numbers listed. Thank you.

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

214-706-0922

214-706-0921 (FAX)

awalker@marislanier.com

December 18, 2002

VIA FACSIMILE

Ken Dippel

Cowles & Thompson

901 Main Street, Suite 4000

Dallas, TX 75202

VIA FACSIMILE

Mike Murphy

Public Works Department

Town of Addison

P.O. Box 9010

Addison, Texas 75001

Re: Pat Milliken v. City of Addison
TML Claim No. 0200085821
File No. 607-066

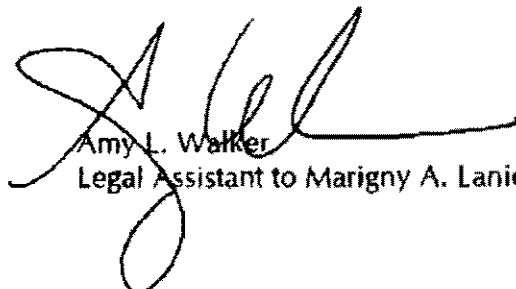
Dear Ken and Mike:

This letter will confirm that a full-day mediation session has been scheduled for **February 10, 2003 at 9:00 a.m.** before mediator J. Stephen Hunnicutt. Once I have received the mediator's confirmation, I will forward a copy of same to you.

Should you have any questions, comments or concerns, please do not hesitate to contact me.

Sincerely,

MARIS & LANIER, P.C.



Amy L. Walker
Legal Assistant to Marigny A. Lanier

Enclosure

Michael Murphy

From: Amy Walker [awalker@marislanier.com]
Sent: Tuesday, December 17, 2002 2:48 PM
To: mmurphy@ci.addison.tx.us
Subject: Milliken vs. Town of Addison

Hi Mike, I am writing you for two reasons, the first is to follow-up with you on scheduling the mediation in this case. Currently, we are looking at the following dates: Jan. 9, 10, 13, 14 and the week of Feb. 10th. Can you let me know which of these dates will not work for you and I will go ahead and set the mediation. *OK*

Also, we have to designate expert witnesses before December 26, 2002. We will be designating you as an expert and will be listing your area of testimony as follows:

(2) the subject matter on which the expert will testify;

ANSWER: Mr. Murphy is expected to provide rebuttal testimony to the opinions given by Plaintiff's experts on the sufficiency of the drainage plans and development by the Developer Defendants. In addition, Mr. Murphy is expected to provide expert testimony regarding the drainage system installed on the Property and the condition of the drainage on the Property at all times relevant to this litigation, including the present. *OK*

(3) the general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to your control, documents reflecting such information;

A LARGE PORTION OF...

ANSWER: Mr. Murphy is expected to testify that the drainage plans submitted by the Developer Defendants were sufficient to provide adequate drainage to the Property and to avoid flooding. Mr. Murphy is further expected to testify that the drainage problems, ~~if any~~, experienced by the Plaintiff existed from conditions unrelated to the Developer Defendants and in the control of the Plaintiff. Specifically, Mr. Murphy is expected to testify that the natural slope of the back-yard of the Property, the configuration of the back part of the house, the location of the retaining wall between the Property and the Watters' Property and the ill-maintained condition of the gutters, down-spouts and french drains on the Property contributed to the collection of rain water falling on the Property, remaining on the Property and collecting on the rear patio of the Property that was the proximate cause of the Plaintiff's flooding. [Mr. Murphy is further expected to testify that any drainage problems arising outside of the Property were remedied by the installation of the drainage system.] *yes*

REFER TO WORDING ON PLAT.

NOT ENTIRELY ACCURATE (REFER TO 11/16/02) LETTER

We would like for you to review this to make sure it is accurate. If there is any language that we need to add/delete, please let us know. Also, if you have a resume, we are required to produce one. If not, that is okay, I'll just need to know. Thanks. If you have any questions, my direct line is 214-706-0922. Amy

Amy L. Walker
Legal Assistant to Robert F. Maris and Marigny A. Lanier
Maris & Lanier, P.C.
10440 N. Central Expressway, Suite 1450
Dallas, Texas 75231
214-706-0922 Direct Dial
214-706-0920 Fax
awalker@marislanier.com

The preceding e-mail message (including any attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It

THIS DID NOT TAKE PLACE UNTIL AFTER THE FIRST HEAVY STORM. AND GRADUALLY BUT NOT TAKE

12/19/2002

From: Amy Walker [awalker@marislamier.com]

Sent: Tuesday, December 17, 2002 2:48 PM

To: mmurphy@ci.addison.tx.us

Subject: Miliken vs. Town of Addison

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Also, we have to designate expert witnesses before December 26, 2002. We will be designating you as an expert and will be listing your area of testimony as follows:

(2) the subject matter on which the expert will testify;

ANSWER: Mr. Murphy is expected to provide rebuttal testimony to the opinions given by Plaintiff's experts on the sufficiency of the drainage plans and development by the Developer Defendants. In addition, Mr. Murphy is expected to provide expert testimony regarding the drainage system installed on the Property.

and the condition of the drainage on the Property at all times relevant to this litigation, including the present.

(3) The general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to your control, documents reflecting such information;

ANSWER: Mr. Murphy is expected to testify that the drainage plans submitted by the Developer Defendants were sufficient to provide adequate drainage to the Property and to avoid flooding

Mr. Murphy is further expected to testify that the drainage problems, experienced by the Plaintiff existed, from conditions unrelated to the Developer Defendants and in the control of the Plaintiff. Specifically, Mr. Murphy is expected to testify that the natural slope of the back-yard of the Property, the configuration of the back part of the house, the location of the retaining wall between the Property and the Watters' Property and the ill-maintained condition of the gutters, down-spouts and French drains on the Property contributed to the collection of rain water falling on the Property, remaining on the Property and collecting on the rear patio of the Property that was the proximate cause of the Plaintiff's flooding. Mr. Murphy is further expected to testify that any drainage problems arising outside of the Property were remedied by the installation of the drainage system.

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Amy L. Walker
Legal Assistant to Robert F. Maris and Marigny A. Lanier
Maris & Lanier, P.C.
10440 N. Central Expressway, Suite 1450
Dallas, Texas 75231
214-706-0922 Direct Dial
214-706-0920 Fax
awalker@marislanier.com

The preceding e-mail message (including any attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

HP LaserJet 3200se



TOALASERJET 3200
9724502837
DEC-19-2002 11:45AM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
880	12/19/2002	11:38:46AM	Send	92147060921	6:35	7	OK

Addison!

**PUBLIC WORKS
MEMORANDUM**

FAX COVER SHEET

TO: Amy Walker
Fax (214) 706-8920 0921

FROM: Mike Murphy, Director of Public Works/Addison
Fax # (972) 450-2837
Off # (972) 450-2878

SUB: Milliken vs. Town of Addison

DATE: December 19, 2002
(number of pages: 7)

Amy,

I have attached an amended version of the proposed testimony. Also included are documents that are referred to in amended testimony.

Also: I will email you a red-lined version.

Call with any questions.

Mike

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

TELECOPIER COVER SHEET

PLEASE DELIVER TO ADDRESSEE IMMEDIATELY

Date: December 9, 2002

To: Ken Dippel Via Telecopier Number: (214)672-2020

To: Mike Murphy Via Telecopier Number: (972)450-2837

From: Amy L. Walker, Legal Assistant

Direct Phone Number : (214) 706-0922

Direct Telecopier Number : (214) 706-0921

Pages: Cover + 5

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL Autna at: 214-706-0932

Re: File No. 607-066; Pat Milliken v. Town of Addison

Message: See attached letter from mediator dated 12/04/02.

Original will follow by mail Original will NOT follow by mail

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at the numbers listed. Thank you.

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

214-706-0922

214-706-0921 (FAX)

December 9, 2002

VIA FACSIMILE

Ken Dippel
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, TX 75202

VIA FACSIMILE

Mike Murphy
Public Works Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001

Re: Pat Milliken v. City of Addison
TML Claim No. 0200085821
File No. 607-066

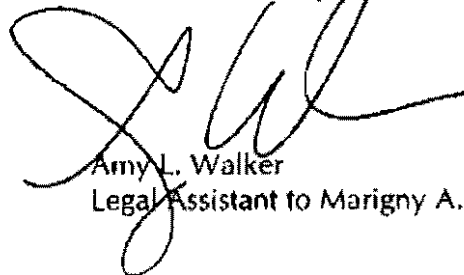
Dear Ken and Mike:

Enclosed for your file is a copy of the correspondence we received from the mediator in the above-referenced matter. As you know, the deadline for us to participate in mediation is **February 24, 2003**. Therefore, I will be contacting each of you in the near future to obtain your availability for the mediation.

Should you have any questions, comments or concerns, please do not hesitate to contact me.

Sincerely,

MARIS & LANIER, P.C.



Amy L. Walker
Legal Assistant to Marigny A. Lanier

Enclosure

THE HUNNICUTT LAW FIRM

J. Stephen Hunnicutt
Attorney and Mediator

PRESTON COMMONS
8115 PRESTON ROAD, SUITE 260
DALLAS, TEXAS 75225

Telephone: (214) 361-6740
Facsimile: (214) 691-5099

December 4, 2002

Thomas H. Keen
Looper Reed & McGraw
1601 Elm Street, Ste. 4100
Dallas, TX 75201

James W. Jennings
10000 N. Central Expwy
Suite 900
Dallas, TX 75231

Marigny Amort Lanier
1450 Meadow Park, Bldg LB702
10440 N. Central Expwy
Dallas, TX 75231

Re: Cause No. 02-04715-F; *Pat Milliken v. Town of Addison*; 116th Judicial District in Dallas County, Texas

Dear Counsel:

As you know, Mr. Hunnicutt has been appointed to serve as Mediator for the above-captioned matter. In order to mediate the case within the time frame requested by the Court, we need to determine a mutually convenient time. As shown on the Uniform Scheduling Order signed by Judge Lopez the trial date is March 24, 2003 and the mediation is to take place no later than 30 days before the Initial Trial Setting.

Attached you will find Mr. Hunnicutt's Information Sheet, please use this form to forward the information requested. At this time Mr. Hunnicutt's calendar is filling up quickly for the months of December, January and February. Therefore your prompt response is appreciated. Please contact our office with dates you and your client(s) are available to mediate this case.

Further, please review the addressees of this letter. I have tried to identify all counsel of record in this case and to include them in this communication. However, I may have inadvertently neglected to forward this letter to each counsel, pro se party, intervenor or to any guardian ad litem. If you know of any other counsel, pro se party or intervenor to this case to whom I ought to have addressed this letter, or if a guardian ad litem has been appointed, please let me know right away.

Thank you for your attention and cooperation.

Sincerely yours,

A handwritten signature in black ink that reads "Marti Spivey". The signature is written in a cursive, flowing style.

Marti Spivey
Assistant to J. Stephen Hunnicutt
/mds
Enclosures

J. STEPHEN HUNNICUTT
Attorney-Mediator

Policy. The process of mediation seems to work best when all parties have shared in the payment of the mediation fee. My policy is to provide mediation services at a reasonable costs. In fact, the costs to each party is less than each party would spend on costs and attorneys' fees for a deposition for the corresponding amount of time. You will receive my best efforts toward resolving the dispute.

Description of services and expenses. The full day fee includes:

- Scheduling and administering the session;
- Any pre-mediation attorney conferences;
- Conducting the mediation session;
- Conducting the post-session telephone facilitation, correspondence and preparing settlement proposals as needed; and
- Lunch and refreshments for all present

My fees for mediation are as follows:

- \$500.00 per party for a half day mediation; and
- \$1,000.00 per party for a full day mediation.

A typical full day mediation begins at 9:00 a.m., includes a working lunch and continues until completed, this does not apply to half day mediations.

Cancellation fee:

Please notify this office of any cancellation of the scheduled mediation within 48 hours or a fee equal to half of the mediation fee will be charged to parties.

My tax I.D. number is 448-70-3785

COMPLETE AND FAX ONLY THIS PAGE TO (214) 691-5099

Re: Cause No. 02-04715-F; *Pat Milliken v. Town of Addison*; 116th Judicial District in Dallas County, Texas

Please also state the following:

1. Trial date: _____.
2. Amount in controversy according to current pleadings:
 - a. Damages (excluding punitive or statutory penalties) sought by Plaintiff:
 - _____ Less than \$100,000;
 - _____ Between \$100,000 and \$500,000;
 - _____ Between \$500,000 and \$1,000,000;
 - _____ Over \$1,000,000; and
 - _____ Attorneys' fees (through trial):\$ _____; or
 - _____ Other. Specify:_____
 - b. Damages/relief (excluding punitive or statutory penalties) sought by Defendant:
 - _____ Less than \$100,000;
 - _____ Between \$100,000 and \$500,000;
 - _____ Between \$500,000 and \$1,000,000;
 - _____ Over \$1,000,000; and
 - _____ Attorneys' fees (through trial):\$ _____; or
 - _____ Other. Specify:_____
3. My client's last demand/offer: \$ _____.

By: _____

Printed Name: _____

Counsel For: _____

Date: _____

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

TELECOPIER COVER SHEET

PLEASE DELIVER TO ADDRESSEE IMMEDIATELY

Date: August 13, 2002

To: Mike Murphy

Via Telecopier Number: 972-450-2837

From: Marigny A. Lanier

Direct Phone Number : (214) 706-0920

Direct Telecopier Number : (214) 706-0921

Pages: Cover + 3

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL Autna at: 1-214-706-0932

Re: Pat Milliken v. Town of Addison
File No. 607-066

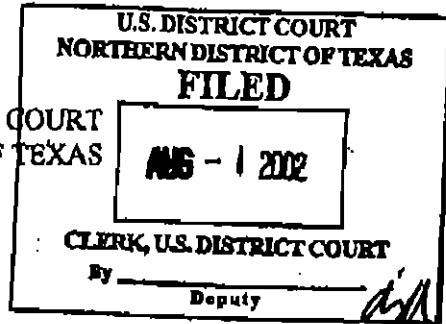
Message: Attached please find the Scheduling Order.

Original will follow by mail Original will NOT follow by mail

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at the numbers listed. Thank you.

08
ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



PAT MILLIKEN,

Plaintiff,

VS.

TOWN OF ADDISON, et al.,

Defendants.

§
§
§
§
§
§
§
§

Civil Action No. 3:02-CV-1164-D



SCHEDULING ORDER

Pursuant to Fed. R. Civ. P. 16(b) and 26(f), the court's Civil Justice Expense and Delay Reduction Plan (Misc. Order No. 46), and the local civil rules (as amended through December 1, 2000), and after having considered any proposals submitted by the parties, the court enters this scheduling order. If a date specified in this order falls on a Saturday, Sunday, legal holiday, or date on which the clerk's office is closed by direction of the court or is otherwise inaccessible, see Rule 6(a), the deadline is the next day that is not one of the aforementioned days.

I. PRETRIAL SCHEDULE

The parties must comply with each of the following deadlines unless a deadline is modified by court order upon a showing of good cause, as required by Rule 16(b).

A. Joinder of Parties

A party must file a motion for leave to join other parties no later than **January 1, 2003**.

B. Expert Witnesses

A party with the burden of proof on a claim or defense must designate expert witnesses and otherwise comply with Rule 26(a)(2) no later than **March 1, 2003**.

C. Rebuttal Expert Witnesses

A party who intends to offer expert evidence "intended solely to contradict or rebut evidence on the same subject matter identified by another party under [Rule 26(a)(2)(B)]" must designate expert witnesses and otherwise comply with Rule 26(a)(2) no later than **May 1, 2003**.

12

D. Amendment of Pleadings

A party must file a motion for leave to amend pleadings no later than **July 1, 2003**.

E. Completion of Discovery, Filing of Joint Estimate of Trial Length and Status Report

The parties must complete discovery, and file a joint estimate of trial length and joint status report concerning the progress of settlement negotiations no later than **August 1, 2003**.

F. Summary Judgment Motions

A party must file a motion for summary judgment no later than **September 1, 2003**.

The deadline imposed by the local civil rules for filing a motion for summary judgment does not apply in this case because the court by this order has established a different deadline. Counsel should review carefully N.D. Tex. Civ. R. 56.2(b), which limits to *one* the number of summary judgment motions that a party may file "[u]nless otherwise directed by the presiding judge, or permitted by the Federal Rules of Civil Procedure."

G. Motions Not Otherwise Covered

A party must file a motion not otherwise covered by this order no later than **September 1, 2003**.

This deadline does not apply to motions in limine or to objections filed pursuant to Rule 26(a)(3), which must be filed no later than the deadlines that will be established by the trial setting order that the court will issue later.

II. TRIAL SETTING ORDER

The court will set the case for trial by separate order. The order will establish trial-type deadlines. It will also contain modifications to the requirements of the local civil rules regarding such matters as submitting the joint pretrial order, and filing witness lists, exhibit lists, and deposition excerpt designations.

III. TRIAL LIMITS

Section VII of the court's Civil Justice Expense and Delay Reduction Plan permits the presiding judge to "limit the length of trial, the number of witnesses each party may present for its case, the number of exhibits each party may have admitted into evidence, and the amount of time each party may have to examine witnesses." Rule 16(c)(15) permits the court to take appropriate action to "establis[h] a reasonable limit on the time allowed for presenting evidence[.]" Before

commencement of the trial of this case, the court will impose time limits on the presentation of evidence, and may set other limits permitted by the Plan. In conducting discovery and other pretrial proceedings in this case, counsel should account for the fact that such limitations will be imposed.

IV. RULE 26(a) DISCLOSURES AND DISCOVERY
MATERIALS NOT TO BE FILED

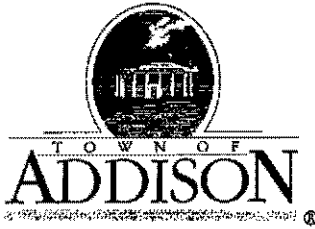
Counsel are reminded that, pursuant to Rule 26(a)(4), Rule 26(a)(1)-(3) disclosures need not be filed with the clerk. Except as the court otherwise directs, by order filed in this case, they must not be filed. Counsel are also reminded that, pursuant to Rule 5(d), disclosures under Rule 26(a)(1) or (2), and the following discovery requests and responses—depositions, interrogatories, requests for documents or to permit entry upon land, and requests for admission—must not be filed until they are used in the proceeding or the court orders filing.

SO ORDERED.

August 1, 2002.



SIDNEY A. FITZWATER
UNITED STATES DISTRICT JUDGE



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

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

6 June 2002

Ms. Marigny Lanier
1450 Meadow Park Building
10440 N. Central Expressway
LB 702
Dallas, TX 75231

Dear Ms. Lanier:

Attached is a complete copy of our Milliken File for your information.

If I can be of further assistance, please call.

Very truly yours,

Mike Murphy, P.E.
Director of Public Works

MM:sef

Attachment
(1) Milliken File

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

214-706-0922

214-706-0921 (FAX)

awalker@marislanier.com

May 24, 2002

Lynn Chandler
Development Services Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001

Mike Murphy
Public Works Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001

Re: Pat Milliken v. City of Addison
TML Claim No. 0200085821
File No. 607-066

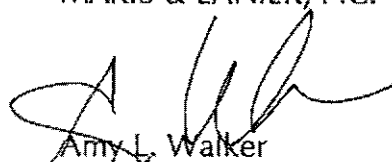
Dear Gentlemen:

This will confirm that we have rescheduled the meeting regarding the construction projects located at 14885 and 14901 Lake Forest Drive, Addison, Texas from June 10, 2002 at 10:00 a.m. to **June 4, 2002 at 8:00 a.m.** Ms. Lanier and Mr. McKleroy will meet you at the Addison Service Center, 16801 West Grove Street on the 4th and you can travel to the construction site together.

Thank you for your time and attention to this matter. Should you have any questions, comments or concerns, please do not hesitate to call.

Sincerely,

MARIS & LANIER, P.C.



Amy L. Walker
Legal Assistant to Marigny A. Lanier

COPY

FILED

CAUSE NO. _____

2002 MAY 24 AM 11:48

IN THE DISTRICT COURT OF

PAT MILLIKEN,

§
§
§
§
§
§
§
§
§
§
§
§

Plaintiff,

CLERK
DALLAS COUNTY, TEXAS
COURT CLERK'S OFFICE

vs.

TOWN OF ADDISON, THE PRESTON GROUP
DESIGNERS AND BUILDERS, WILLIAM
LONG, PRESTON HOMES, INC., JON B.
COLEMAN,

DALLAS COUNTY, TEXAS

Defendants.

_____ JUDICIAL DISTRICT

**PLAINTIFF'S FIRST ORIGINAL PETITION AND APPLICATION
FOR TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF**

Plaintiff Pat Milliken ("Milliken") files her First Original Petition complaining of Defendants Town of Addison, The Preston Group Designers and Builders, William Long, Preston Homes, Inc., and Jon B. Coleman ("Defendants") and states as follows:

I.

DISCOVERY CONTROL PLAN

1. Pursuant to Texas Rule of Civil Procedure 190, discovery is intended to be conducted under Discovery Control Plan Level 2.

II.

PARTIES

2. Ms. Milliken is an individual who resides in Dallas County, Texas.

3. Defendant Town of Addison is a municipality in Texas and may be served with process by serving the secretary, Carmen Moran, at 5350 Belt Line Road, Town of Addison, Dallas County, Texas 75001.

4. Defendant The Preston Group Designers and Builders is a Texas corporation whose principal place of business and home office is 2301 Ohio Drive, Plano, Texas 75093-3927, and may be served with process by serving its registered agent for service of process, Warren C. Lyon, at 5600 West Lovers Lane, Suite 228, Dallas, Dallas County, Texas 75205.

5. Defendant William Long is an individual who is a resident of Texas and may be served with process at his usual place of business, 5652 Gleneagles, Plano, Collin County, Texas 75093.

6. Defendant Preston Homes, Inc. is a Texas corporation whose principal place of business and home office is 4573 Bentley Drive, Plano, Texas 75093-7150, and may be served with process by serving its registered agent for service of process, William S. Banowsky, at 200 Crescent Court, Suite 1030, Dallas, Dallas County, Texas 75201.

7. Defendant Jon B. Coleman is an individual who is a resident of Texas and may be served with process at his usual place of business, 3801 W. Spring Creek Parkway, #1712, Plano, Collin County, Texas 75023.

III.

JURISDICTION AND VENUE

8. This Court has jurisdiction over Defendants because they have done business in and have sufficient contacts with Texas and are amenable to service by a Texas court. The Court has jurisdiction over the controversy because Ms. Milliken's damages are within the

jurisdictional limits of the Court. Venue is proper in Dallas County, Texas because all or a substantial part of the events or omissions giving rise to the claims occurred in Dallas County, Texas. Additionally, the parcel of property damaged by Defendants is located in the Town of Addison, Dallas County, Texas.

IV.

STATEMENT OF FACTS

9. Ms. Milliken's residence is located at 14905 Lake Forest Drive, Town of Addison, Dallas County, Texas. Her home is located on a 1½ acre wooded parcel consisting of two lots. Besides her residence, her property is improved with, among other things, a pool.

10. On an adjacent parcel (previously one lot, but now subdivided into two lots) located south of Ms. Milliken's residence, Defendants The Preston Group Designers and Builders, Preston Homes, Inc. and Messrs. Long and Coleman (collectively the "Developer Defendants") began constructing homes. In developing the adjacent property, the Developer Defendants' activities included, but are not limited to, removing natural vegetation, grading, substantially elevating the parcel by hauling in dirt, installing cement decks and driveways, and modifying the parcel's natural water drainage.

11. The development of the adjacent parcel is reducing the permeability of the land and increasing the volume and velocity of the surface water runoff.

12. When Developer Defendants began bringing in fill dirt, in approximately August of 2001, Plaintiff began to raise questions about the drainage, the elevation of the lots, and the potential damage to her property. She was informed by the Town that the Developer Defendants

could put in as much fill as they wanted, even if they elevated the lot by twenty feet, and that the development of these lots would have no adverse drainage effects on her property.

13. Beginning on or about December 16, 2001, Ms. Milliken's home and parcel were flooded as a result of the Developer Defendants' development activities. Specifically, the Developer Defendants' alteration of the adjacent property's terrain resulted in the collection and diversion of the natural flow of surface water onto Ms. Milliken's property, in addition to increasing the velocity of runoff onto Plaintiff's property. The floodwaters intruded into her home, damaging or destroying both improvements and personal property, her pool, and is causing erosion.

14. As a result of these floodwaters, Ms. Milliken sustained irreparable damages in an amount in excess of the minimal jurisdictional limits of the Court.

15. Subsequent to the first flooding incident, the Town of Addison, in collaboration with the Developer Defendants, encroached upon Ms. Milliken's property to install a drainage inlet. Although the Town of Addison's Director of Public Works promised to install the inlet within the existing five foot drainage easement on Ms. Milliken's property, the Town of Addison, in collaboration with the Developer Defendants, installed a drainage system that intruded upon Ms. Milliken's property beyond the easement owned by the Town of Addison. The Town of Addison, in collaboration with the Developer Defendants, also damaged and/or removed valuable trees, shrubbery and ground cover and altered the terrain of Ms. Milliken's parcel while installing the drainage inlet. The installation of the inlet has not completely alleviated the unlawful diversion of water onto Ms. Milliken's property from the adjoining

parcel. Indeed, rain events continue to result in the flooding of Ms. Milliken's property causing irreparable damages.

16. The alterations performed by the Town and Defendant Developers have now permanently altered the drainage patterns of Plaintiff's land, and have created pooling and erosion.

17. The continued development and construction of homes on the adjacent property will further reduce the permeability of the land and increase the volume and velocity of the surface water runoff, causing additional flooding and erosion to Ms. Milliken's property.

V.

**FIRST CAUSE OF ACTION:
NEGLIGENCE**

18. The Developer Defendants owe a duty to Ms. Milliken to develop the adjacent property in a manner that does not harm Ms. Milliken's property. The Developer Defendants breached their duty. As a proximate cause of the Developer Defendants' acts or omissions, Ms. Milliken sustained and continues to sustain damages.

19. Additionally, Defendant Town of Addison, in collaboration with the Developer Defendants, owed a duty to Ms. Milliken not to damage her property while installing the drainage inlet within the existing easement on her property. But Defendant Town of Addison, in collaboration with the Developer Defendants, breached this duty while utilizing its motorized vehicles to modify the existing drainage system. As a proximate cause of the Defendants' acts or omissions, Ms. Milliken sustained and continues to sustain damages.

VI.**SECOND CAUSE OF ACTION:
UNLAWFUL DIVERSION OF WATER**

20. Collectively, the Defendants' activities have and continue to divert the natural flow of surface water in such a manner as to overflow onto Ms. Milliken's property causing flooding and erosion. The Defendants' acts and/or omissions constitute a violation of the common law of the State of Texas and section 11.086 of the Texas Water Code. Ms. Milliken suffered and continues to suffer damages as a result of the Defendants' unlawful diversion of water.

21. Additionally, Developer Defendants were consciously indifferent to an extreme risk of harm to Ms. Milliken arising from the diversion of surface water and are therefore liable to Plaintiff for punitive and exemplary damages.

VII.**THIRD CAUSE OF ACTION:
TRESPASS AND DAMAGE TO REAL PROPERTY**

22. The Developer Defendants' acts and/or omissions resulted in the flooding of Ms. Milliken's property and the erosion of soil. Similarly, Defendant Town of Addison, in collaboration with the Developer Defendants, entered upon Ms. Milliken's property and destroyed her valuable trees, shrubbery and ground cover and altered the terrain of her parcel. These acts and/or omissions occurred without the permission of Ms. Milliken. Collectively, the Defendants' acts and/or omissions caused and continue to cause damages to Ms. Milliken.

VIII.**FOURTH CAUSE OF ACTION:
CONSTITUTIONAL VIOLATIONS**

23. Defendant Town of Addison authorized the development of the adjacent property by the Developer Defendants without a sufficient drainage plan. Prior to the development and construction of homes on the adjoining parcel, Ms. Milliken's property was not subject to flooding. However, subsequent to the development and construction of the homes, water emerged and continues to emerge and cover Ms. Milliken's property causing extensive damage to Ms. Milliken's home, personal property, land, and to the improvements thereon.

24. Additionally, Defendant Town of Addison, in collaboration with the Developer Defendants, installed a drainage inlet and modified the natural drainage characteristics on Ms. Milliken's property outside the boundaries of an existing easement. Prior to such modifications to Ms. Milliken's property, Defendant Town of Addison failed to obtain Ms. Milliken's permission and/or pay for the portion of her parcel used to install the inlet.

25. Defendant Town of Addison's acts constitute a taking, damaging or destroying of Ms. Milliken's property for or application to public use without adequate compensation having been made, in violation of Section 17 of Article 1 of the Constitution of the State of Texas, as well as the Fifth and Fourteenth Amendments of the United States Constitution.

26. Alternatively, the Town of Addison has illegally taken a portion of Ms. Milliken's property for private use, and Ms. Milliken has been damaged thereby.

27. Defendant Town of Addison was afforded notice of Ms. Milliken's claim in compliance with state law.

IX.**APPLICATION FOR TEMPORARY RESTRAINING ORDER**

28. The diversion and overflow of surface water is causing irreparable damage to Ms. Milliken by the flooding and erosion of her home and land which is unique in character, which damage will increase with the development and construction of homes on the adjacent property. As the development and construction of the homes occur, the permeability of the land will be reduced and the overflow of surface water will be increased, which will result in greater flooding and erosion to Ms. Milliken's home and property. Ms. Milliken has no adequate remedy at law for the damages suffered, which are ongoing and which will increase in the future.

29. Ms. Milliken seeks a temporary restraining order against Defendants, a temporary injunction and permanent injunction restraining and enjoining Defendants from:

- (a) Diverting the natural flow of surface water onto the property of Ms. Milliken in any manner including, but not limited to the alteration of the terrain of the adjacent property by development of the property; and
- (b) Changing or manipulating the grade of the property, erecting buildings or continuing to erect buildings or other improvements on the adjacent property.

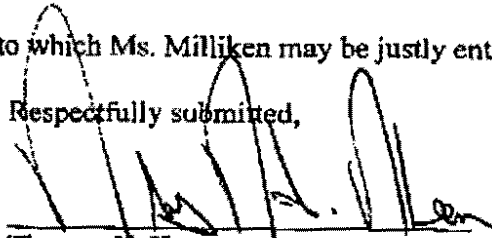
30. The application for temporary restraining order is supported by the Affidavits of Pat Milliken and Gary M. Pettit, which are attached hereto as Exhibits A and B and are incorporated herein for all purposes.

WHEREFORE, PREMISES CONSIDERED Ms. Milliken prays:

- (1) The Court issue an ex parte temporary restraining order restraining Defendants and all persons acting in privity or in concert with them from:
 - (a) Diverting the natural flow of surface water onto the property of Ms. Milliken in any manner including, but not limited to the alteration of the terrain of the adjacent property by developing the property; and
 - (b) Changing or manipulating the grade of the property, erecting buildings or continuing to erect buildings or other improvements on the adjacent property.
- (2) After final hearing, render permanent injunction enjoining Defendants and all persons acting in privity or in concert with them from:
 - (a) Diverting the natural flow of surface water onto the property of Ms. Milliken in any manner including, but not limited to the alteration of the terrain of the adjacent property by developing the property; and
 - (b) Erecting buildings or continuing to erect buildings on the adjacent property.
- (3) Issue a mandatory injunction requiring Defendants to restore the trees, landscaping, and shrubbery that they removed.
- (4) Judgment for actual damages in excess of the minimal jurisdictional limits of the Court sustained by Ms. Milliken by the acts of Defendants.

- (5) Exemplary damages against all Defendants.
- (6) Costs of court.
- (7) Such other and further relief to which Ms. Milliken may be justly entitled.

Respectfully submitted,


 Thomas H. Keen
 State Bar No. 11163300
 Clayton E. Bailey
 State Bar No. 00796151
 Linda M. Dedman
 State Bar No. 24007098

BAKER & MCKENZIE
 2300 Trammell Crow Center
 2001 Ross Avenue
 Dallas, Texas 75201
 Telephone: (214) 978-3000
 Facsimile: (214) 978-3099

ATTORNEY FOR PLAINTIFF
PAT MILLIKEN

CERTIFICATE OF CONFERENCE

The undersigned certifies that on the 24th day of May, 2002, I spoke with counsel for the Town of Addison and they have no position on the Temporary Restraining Order since it is not sought against the Town, and to the best of my knowledge, the Developer Defendants are not represented by counsel.


 Thomas H. Keen

CERTIFICATE OF NON-TRANSFERABILITY

Counsel certifies that, to the best of his knowledge, this case is not subject to transfer under Local Rule 1.06.



Thomas H. Keen

CAUSE NO. _____

PAT MILLIKEN,
OF

§

IN THE DISTRICT COURT

Plaintiff,

§

§

§

vs.

§

§

TOWN OF ADDISON, THE PRESTON GROUP
TEXAS
DESIGNERS AND BUILDERS, WILLIAM
LONG, PRESTON HOMES, INC., JON R.
COLEMAN,

§

DALLAS COUNTY,

§

§

§

§

Defendants.

§

_____ JUDICIAL DISTRICT

AFFIDAVIT OF PAT MILLIKEN

Before me, the undersigned authority, personally appeared Pat Milliken, the Plaintiff in the above captioned case who, after being by me duly sworn deposed and said:

1. "My name is Pat Milliken. I am over the age of twenty-one (21), and am otherwise competent to make this Affidavit. This Affidavit is based upon my personal knowledge, and the facts contained herein are true and correct.

2. "I reside at 14905 Lake Forest Drive in the Town of Addison, Dallas County, Texas. I have lived there with my family for over twenty (20) years.

3. "In the latter part of 2001, it became apparent to me that the Developer Defendants were bringing in a large amount of fill dirt and depositing it on the two lots adjacent to my home. I was extremely concerned about the run-off and drainage from those lots onto my property, because it appeared that the lots were being raised quite a bit higher than their natural elevation. It looked to me like the lots were being raised anywhere from 4 to 6 feet above the natural elevation along the line where the immediately adjacent lot adjoins mine. While I raised those concerns to the Town of Addison, I was told that nothing could be done.

4. "In December of 2001, when the construction of homes on the two parcels was well under way, run-off from the two lots was diverted onto my property, and my home was flooded. The flooding damaged the furniture, carpet, electric equipment, CDs, and a big screen television, all of which were on the first floor of my house. In addition, my pool was flooded, and a great deal of dirt and other debris clogged the filtration system.

424511v1



5. "Since December, my house has flooded a second time, with similar damages. In addition to the flooding that intrudes into the house, my yard has been eroded from the run-off, and attempts by the Town of Addison and the home developers to remedy the situation have altered the grade and slope of my backyard, and has been inadequate to keep my house from flooding. Run-off continues to deposit dirt and other debris from the sidewalks, driveway, back patio, and sometimes inside my home. During heavy rains, the runoff continues to threaten my home and my property.

6. "It is obvious to me from the grade change installed by the developers, and by observing the rain pouring over the wall erected by the developers into my yard, that this run-off comes directly from the two lots adjacent to my home. This kind of flooding never occurred before the activity of the Developer Defendants as set forth in the foregoing petition.

7. "I have read the statement of facts recited in the petition, and they are true and correct."

FURTHER AFFIANT SAYETH NOT.

Pat Milliken

Pat Milliken

SUBSCRIBED AND SWORN TO BEFORE ME on this 20th day of May 2002.

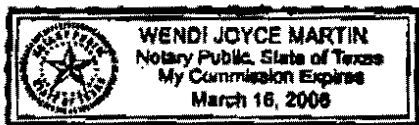
Wendi J. Martin

Notary Public, in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Acknowledged by Pat Milliken before me, this 22nd day of May, 2002.

(seal below)



Wendi J. Martin

Notary Public, in and for the State of Texas

CAUSE NO. _____

PAT MILLIKEN,
Plaintiff,

vs.

TOWN OF ADDISON, THE PRESTON GROUP
DESIGNERS AND BUILDERS, WILLIAM
LONG, PRESTON HOMES, INC., JON B.
COLEMAN,
Defendants.

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IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

____ JUDICIAL DISTRICT

AFFIDAVIT OF GARY M. PETTIT

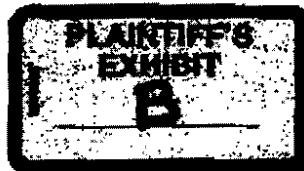
Before me, the undersigned authority, personally appeared Gary M. Pettit, P.E., who, after being by me duly sworn, deposed and said:

1. "My name is Gary M. Pettit. I am over the age of twenty-one (21), and I am otherwise competent to make this Affidavit. The facts herein are based upon my personal knowledge, and my opinion as a drainage expert, and they are true and correct to the best of my knowledge and belief.

2. "I am a professional engineer, licensed in the State of Texas and ten other states in the United States. I hold a bachelor of science in civil engineering from Texas Tech University, a master of science in civil engineering (water resources option), from Texas Tech University, and have completed numerous seminars, workshops, and short courses on hydrology, hydraulics, sedimentology, and storm water management. I have been a practicing consulting engineer since 1978, including the past 15 years as co-owner and president of Nationwide Water Resource Services, Inc. in Dallas, Texas.

3. "I personally inspected the Plaintiff's property located at 14905 Lake Forest Drive in the Town of Addison on May 6, 2002. I have also viewed the adjacent parcels about which the Plaintiff complains in the foregoing petition. I have also reviewed documents purporting to be drainage plans submitted by some of the Defendants to the Town of Addison, presumably in conjunction with their development of the sites adjacent to Ms. Milliken's property.

4. "While a complete drainage study of the total drainage area has not been made available to me, it is clear from observations of the subject property that the construction of retaining walls, the addition of fill, and the construction of improvements on the two lots located immediately to the south of Ms. Milliken's property have significantly altered the natural flow of surface waters from the Developer Defendants' property onto the Plaintiff's property. In my opinion, the diversion of water violates Section 11.086 of the Texas Water Code, because the diversion and alteration of the natural drainage characteristics of the Developer Defendants'




properties have caused, and unless corrected, will continue to cause, flooding on Ms. Milliken's property. In reviewing the photographs of the flooded portions of Ms. Milliken's home, it is clear that Defendants' diversion of water has caused damage. If the Defendants are allowed to continue their construction activities, the damages to Ms. Milliken are likely to continue.

5. "Although there has been a new storm water inlet placed near the western boundary line of Developer Defendants' property, just to the south of Ms. Milliken's property, I have serious reservations as to whether this system will control a sufficient rate and volume of storm water runoff to alleviate the flooding of Ms. Milliken's property, and it is apparent that not all of the water diverted onto Ms. Milliken's property has come from the area where the storm water inlet is located. Based on my observations, it appears that a portion of the runoff from the adjacent lot has flowed over the retaining wall, directly onto Ms. Milliken's property, at a point quite some distance from the storm water inlet.

6. Based upon my current knowledge, observations, and review of documents that have been made available to me, it does not appear that an adequate storm water drainage study has been performed for the area and appropriate measures taken to ensure the protection of Ms. Milliken's property and residence from altered drainage associated with the Defendants' construction activities."

FURTHER AFFIANT SAYETH NOT.

Gary M. Pettit
Gary M. Pettit, P.E.


SUBSCRIBED AND SWORN TO BEFORE ME on this 21 day of May 2002.



Linda Wallace
Notary Public, in and for the State of Texas

STATE OF TEXAS §
COUNTY OF DALLAS §

Acknowledged by Pat Milliken before me, this ___ day of May, 2002.

(seal below)

Notary Public, in and for the State of Texas

Maris & Lanier

A Professional Corporation

1450 Meadow Park Bldg., LB 702

10440 N. Central Expressway

Dallas, Texas 75231

214-706-0930

214-706-0921 (FAX)

MARIGNY A. LANIER

May 22, 2002

Lynn Chandler
Development Services Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001

Mike Murphy
Public Works Department
Town of Addison
P.O. Box 9010
Addison, Texas 75001

Re: Pat Milliken v. City of Addison
TML Claim No. 0200085821
File No. 607-066

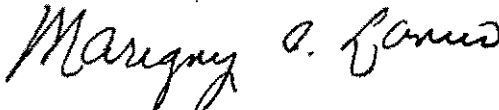
Dear Gentlemen:

This letter is to confirm our meeting scheduled for **June 10, 2002 at 10:00 a.m.** regarding the construction projects located at 14885 and 14901 Lake Forest Drive, Addison, Texas. Mr. McKleroy and myself will meet you at the Addison Service Center, 16801 West Grove Street on the 10th and we can travel to the construction site together.

Thank you for your time and attention to this matter. Should you have any questions, comments or concerns, please do not hesitate to call.

Sincerely,

MARIS & LANIER, P.C.



Marigny A. Lanier

Pat Milliken
14905 Lake Forest Drive
Addison, TX 75001

Re: Notice of Project Completion

May 1, 2002

Dear Ms. Milliken,

The Town of Addison has completed the construction of the new drainage system in the very back portion of your property. The construction included the construction of two drainage inlets (one within the adjacent property owners backyard and the other at the far NW corner of your lot) and a 15 inch underground storm drain line located within the existing 5 foot drainage easement running along the entire length of the back fence line (approx 200 feet). The Town has also completed the re-sodding and grading of all areas disturbed during construction of the drainage system so that no storm water from any adjacent upstream property flows above ground across your lot. ~~It is our contention that the improvements the Town of Addison has made to your property leaves the area in much better condition than was originally encountered and has cleared the vegetation and debris from the five foot drainage easement to allow proper flow.~~ The Town has also set up a temporary irrigation system to provide water to the new grass until such time it is established.

for approximately 3 weeks to allow the grass an opportunity to establish

Also, as a result of your filing a claim against the Town for damages ~~we feel are totally unjustified~~ we are withdrawing our offer to install any additional landscaping at this time. ~~Therefore, we feel that the Town of Addison has more than exceeded any obligation than can be expected to resolve any drainage issues resulting from upstream runoff and a poorly maintained drainage easement.~~

I have also directed my engineering staff to perform a drainage audit of your lot, including your house, so to better inform you of potential problems you may continue to have with storm water runoff from your own lot and from your house roof drains. All of these conditions existed long before the adjacent property was developed and are as a result of your house, patio and pool being situated in the lowest point of your lot and up against a permanent fence structure. I will provide you with the results of the drainage audit once it is completed.

Respectfully,

Michael E. Murphy, PE
Director of Public Works / Town of Addison

HILL, JOHN

From: mmurphy@ci.addison.tx.us
Sent: Wednesday, May 01, 2002 9:01 AM
To: jhill@cowlesthompson.com
Cc: cterry@ci.addison.tx.us
Subject: Notice of Completion Letter to Pat Milliken



Milliken Letter May 1,
2002.do...

John Hill and Ken Dipple,

Guys the attached is a "DRAFT" of a Construction Completion Notice to Ms Milliken. Since a claim has been filed against us I would like for you to review the letter and let me know if you want me to wait before sending the Notice or maybe tone it down some or what ever.

Please review and make any comments, changes, additions etc. that you feel are necessary.

<<Milliken Letter May 1, 2002.doc>>

Thanks.....
Mike
Michael E. Murphy, P.E.
Director of Public Works
Town of Addison
(972)450-2878

Pat Milliken
14905 Lake Forest Drive
Addison, TX 75001

Re: Notice of Project Completion

May 1, 2002

Dear Ms. Milliken,

The Town of Addison has completed the construction of the new drainage system in the very back portion of your property. The construction included the construction of two drainage inlets (one within the adjacent property owners backyard and the other at the far NW corner of your lot) and a 15 inch underground storm drain line located within the existing 5 foot drainage easement running along the entire length of the back fence line (approx 200 feet). The Town has also completed the re-sodding and grading of all areas disturbed during construction of the drainage system so that no storm water from any adjacent upstream property flows above ground across your lot. It is our contention that the improvements the Town of Addison has made to you property leaves the area in much better condition than was originally encountered and has cleared the vegetation and debris from the five foot drainage easement to allow proper flow. The Town has also set up a temporary irrigation system to provide water to the new grass until such time it is established.

~~Also, as a result of your filing a claim against the Town for damages we feel are totally unjustified we are withdrawing our offer to install any additional landscaping at this time. Therefore, we feel that the Town of Addison has more than exceeded any obligation than can be expected to resolve any drainage issues resulting from upstream runoff and a poorly maintained drainage easement.~~

I have also directed my engineering staff to perform a drainage audit of your lot, including your house, so to better inform you of potential problems you may continue to have with storm water runoff from your own lot and from your house roof drains. All of these conditions existed long before the adjacent property was developed and are as a result of your house, patio and pool being situated in the lowest point of your lot and up against a permanent fence structure. I will provide you with the results of the drainage audit once it is completed.

Respectfully,

Michael E. Murphy, PE
Director of Public Works / Town of Addison

HP LaserJet 3200se



TOALASERJET 3200
9724502837
FEB-1-2002 12:03PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
128	2/ 1/2002	12:02:37PM	Send	92146722020	1:16	3	OK

TOWN OF
ADDISON

PUBLIC WORKS

To: John Hill From: Michael E. Murphy, P.E.
Director of Public Works
Company: _____ Phone: 972/450-2878
FAX #: 214 672 2020 Fax: 972/450-2837
Date: 2-1-02
No. of pages (including cover): 3

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

Letter to PAT Mulliken
2-1-02

DRAFT

Pat Milliken
14905 Lake Forest Drive
Addison, TX 75001

Re: Notice of Project Completion

May 1, 2002

Dear Ms. Milliken,

The Town of Addison has completed the construction of the new drainage system in the very back portion of your property. The construction included the construction of two drainage inlets (one within the adjacent property owners backyard and the other at the far NW corner of your lot) and a 15 inch underground storm drain line located within the existing 5 foot drainage easement running along the entire length of the back fence line (approx 200 feet). The Town has also completed the re-sodding and grading of all areas disturbed during construction of the drainage system so that no storm water from any adjacent upstream property flows above ground across your lot. It is our contention that the improvements the Town of Addison has made to you property leaves the area in much better condition than was originally encountered and has cleared the vegetation and debris from the five foot drainage easement to allow proper flow. The Town has also set up a temporary irrigation system to provide water to the new grass until such time it is established.

Also, as a result of your filing a claim against the Town for damages we feel are totally unjustified we are withdrawing our offer to install any additional landscaping at this time. Therefore, we feel that the Town of Addison has more than exceeded any obligation than can be expected to resolve any drainage issues resulting from upstream runoff and a poorly maintained drainage easement.

I have also directed my engineering staff to perform a drainage audit of your lot, including your house, so to better inform you of potential problems you may continue to have with storm water runoff from your own lot and from your house roof drains. All of these conditions existed long before the adjacent property was developed and are as a result of your house, patio and pool being situated in the lowest point of your lot and up against a permanent fence structure. I will provide you with the results of the drainage audit once it is completed.

Respectfully,

Michael E. Murphy, PE
Director of Public Works / Town of Addison

Addison!

FAXED
5/9/02

**PUBLIC WORKS
MEMORANDUM**

Fax Cover Sheet

To: John Hill - Cowles and Thompson
Fax (214) 672-2370

From: Mike Murphy, Dir. of Public Works/Addison
Fax (972) 450-2837
Off (972) 450-2878

Subj: Personal Log regarding Milliken issue

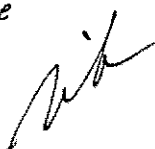
Date: 5/9/02

(Number of pages including cover - 3)

John,

Attached are my notes regarding the Milliken drainage case... Please call if you have any questions?

Mike



MIKE MURPHY'S LOG ON MS. PAT MILLIKEN

2/4/02, 4:30PM

Spoke w/Tom Keen – Ms. Milliken's Attorney. Told him what we were proposing to do. He said he hopes it works, asked some questions about drainage and then gave approval to do grading work and to install 15" line.

2/4/02

After getting approval from Attorney, I spoke with Ms. Milliken, gave her a set of plans showing the 15" installation (Chris was with me). Told her Tom Keen said we could move forward with construction.

2/5/02

Received voice message from Pat (Milliken) regarding pool control equipment. I returned her call. Left message for her to call pool company, that we did not have any knowledge of her control equipment.

2/5/02

Sent Dave out to photo property while raining and snowing and to check on temperature damage work done by Bowman the day before.

2/19/02

Ms. Milliken called first thing in AM. Requested a letter about trees and landscaping. Wants letter today. I told her I would get letter to her on 2/20/02. She was OK with that.

2/20/02

I get call from PD. Said the resident at 14905 Lake Forest wanted to job shut down. I talk with Pat Milliken. Told her I had the letter finished and would bring it out to her house. I went out with Steve Chutchian and met with Police and Ms. Milliken. I told her I didn't know I had until noon or she would....she said, "Go on a tear!" and I agreed. We delivered the letter for her (refer to file). She read the letter and allowed the Contractor to keep working. She just feels that no one is concerned about her. I assured her we are working diligently to complete this project. Police were sent home. Contractor is working and Ms. Milliken has a letter about trees and landscaping.

Talked with daughter before I went home. Asked her about any problems with the phone, computer, etc., because the Contactor has broken a cable in back. She said Contractor had explained what had happened and she was ok with work and that nothing was off (TV, phone, computer, etc.)

2/21/02

Spoke with Doug at Hollywood Pools. Said he would fax me a copy of estimate to clean pool.

2/21/02, 9:30AM

Spoke with Bill Long this morning and he gave authorization to place inlet structure on south side of fence. Also said he would extend rock wall to inlet structure. He said "In the spirit of cooperation" he would allow Town to move forward.

2/25/02

Pat (Milliken) called me at home this AM, approximately 7:15. She was concerned that the contractor was moving out without moving "pile of dirt." I assured her this was not the case.

Pat (Milliken) called City Manager's office and Mayor's office complaining that contractor was moving out without moving "pile of dirt." I went to her house with Steve and again explained that Contractor was not leaving. She was ok.

2/26/02

Contractor moved berm, at Pat's request. Drainage work not finished and by moving berm, leaves her property exposed. We had Contractor put another temporary berm in place.

3/18/02

Ron Lee is meeting w/Pat today to discuss location of trees and grass. (We have tried for two weeks to meet with her.) Also, I am mailing a drainage easement to Bill Long for inlet in NW corner of his lot.

Drainage work is complete. In last two days, we have experienced heavy rain (2-4 inches). All is working as designed. I, personally, went to site yesterday...everything is in good shape. I spoke with Dave W. today. He is at site taking photos---raining very hard---drainage is working well – nothing coming onto property from upstream, only water is from owner's property.

4/8/02

Rained heavy all weekend. Will go to Oaks North Area later this morning to see how drainage system faired – rained approximately 3-5 inches on Saturday and Sunday.

4/15/02

Received email from Ron Lee today regarding status of Project. He says she is holding up completion of the landscaping portion of the project and that she is well aware that she is the problem.

HP LaserJet 3200se



TOALASERJET 3200
9724592837
MAY-9-2002 9:03AM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
738	5/ 9/2002	9:01:45AM	Send	92146722370	1:32	3	OK

Addison!

**PUBLIC WORKS
MEMORANDUM**

Fax Cover Sheet

To: John Hill - Cowles and Thompson
Fax (214) 672-2370

From: Mike Murphy, Dir. of Public Works/Addison
Fax (972) 450-2837
Off (972) 450-2878

Subj: Personal Log regarding Milliken Issue

Date: 5/9/02

(Number of pages including cover - 2)

John

Attached are my notes regarding the Milliken drainage case... Please call if you have any questions?

Mike

BELLINGER & DEWOLF

A REGISTERED LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AND COUNSELORS
750 N. ST. PAUL STREET, SUITE 900
DALLAS, TEXAS 75201
(214) 954-9540

FACSIMILE:
(214) 954-9541

January 18, 2002

VIA U.S. MAIL
AND FACSIMILE
No. 972-450-2887

Mr. Lynn Chandler
Building Official
Building Inspection Department
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001-9010

Re: Stop Work Notice (the "Notice") dated January 9, 2002 concerning construction projects located at 14885 and 14901 Lake Forest Drive, Addison, Texas

Dear Mr. Chandler:

This firm has been retained as legal counsel by The Preston Group Designers & Builders, Inc., Preston Homes, Inc., and Bill Long Custom Homes, Inc., the owners and builders of the referenced projects, to represent them in connection with the referenced Notice that they assert was wrongfully issued and should be revoked immediately. The pertinent facts and circumstances of this matter are as follows:

QUESTIONABLE OPINIONS

1. The residential lots known as 14885 Lakeforest Drive ("No. 14885") and 14901 Lakeforest Drive ("No. 14901") are contiguous lots. The northern border of No. 14901 is contiguous with the southern boundary of the residential lot known as 14905 Lake Forest Drive, and it is owned by Ms. Pat Milliken ("Milliken"). Our clients acquired Nos. 14885 and 14901 in [insert date]. As has been admitted by Milliken, to our clients and as the Town representatives are aware, her lot was subject to flooding problems on other occasions prior to our client's acquisition of Nos. 14885 and 14901. Such flooding had occurred by reason of the fact that her lot is burdened with a substantially lower elevation than most of the surrounding lots in the subdivision. Moreover, the drainage problems on Milliken's lot were exacerbated as a result of her previous decision to subdivide her lot and to allow the purchaser to place a fence along the northern boundary of her lot. According to Milliken, one such flood occurred in 1991, and it was so severe that she subsequently installed a drainage system comprised of underground culverts and numerous catch basins on her side of such fence in an effort to prevent further flooding.

50
WHAT!

BELLINGER & DEWOLF

A REGISTERED LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AND COUNSELORS

*Prepared By Surveyor 2.
Not an engineer*

Prior to commencement of construction on Lots 14885 and 14901, one-half of runoff from such lots followed a natural course of drainage toward the rear of Milliken's lot to the drainage easement located there in favor of the Town of Addison. Based upon the improvements made by our clients to Nos. 14885 and 14901 pursuant to the drainage plans required and approved by the Town as a condition to issuance of building permits for such lots, now only one-third of the runoff flows onto Milliken's lot and the balance flows into the bar ditch that is located on the easterly boundaries of the two lots along Lake Forest Drive. Thus, less water is now flowing from Nos. 14901 and 14885 onto Milliken's lot as a result of my client's improvements to their two lots. These facts are evidenced in the drainage surveys prepared and submitted to Mike Murphy on January 16, 2002, the drainage plan dated September 27, 2001, and the drainage survey dated October 10, 2001.

*No ENGR. Plans
to prove this*

3.

Prior to commencing development on Nos. 14885 and 14901, our clients submitted proposed drainage plans dated September 27, 2001 and October 19, 2001, respectively, to the Town. In your letter of November 8, 2001, you informed our clients that Mr. Mike Murphy, Public Works Director, had approved their proposed drainage plan subjects to our clients agreeing, among other things, to grade the southwest corner of Milliken's lot so that the drainage would flow to the swale on Milliken's westerly property line. In our client's letter to you dated November 16, 2002, they agreed to make these improvements and to remove some sections of Milliken's fence. Although our clients did not perform such work within the two week period set forth in their letter, they did eventually perform not only all of this work, but also, in an effort to be a good neighbor to Milliken, substantial additional work (i.e., additional grading to the entire length of the swale located on Milliken's westerly property line, removal of all sections of Milliken's fence, removal of numerous trees on Milliken's lot). Such additional work was performed at Milliken's request and was a far more extensive and expensive than the comparatively modest requirements of your November 8, 2002 letter.

*DO NOT
DO UNTIL
AFTER RAINFALL*

*Drainage survey
NOT Drainage Pbrs.
They were submitted
after grading had
already taken place*

4.

Unfortunately, the torrential rains that occurred during the December 14-15, 2001 period apparently resulted in flooding on Milliken's lot. Afterward, Milliken requested and received the assistance of the Town's fire department, which apparently expended considerable time and effort in cleaning out the catch basins located along the fence on her northern boundary. All of these catch basins were overgrown with vegetation and severely obstructed. Given these facts, it appears that her property was flooding as result of the drainage obstruction caused by the aforementioned fence and because her poorly maintained drainage system was unable to handle the torrential rains. In short, this situation was a return to the

*SO
what!*

BELLINGER & DEWOLF

A REGISTERED LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AND COUNSELORS

recurring flooding problems that she had been historically experiencing long before our clients ever acquired and improved Nos. 14885 and 14901.

5. On or about January 9, 2002, after our clients had completed the work described above, you proceeded to issue the Notice. The purported justification set forth in the Notice for taking such arbitrary action was that our clients were late in performing the work required by the Town and that they had previously agreed to perform. However, since the work had been performed prior to the time that the Notice was sent, our clients were in full compliance with the Town's requirements and their agreement at the time the Town decided to pursue this course of action. As soon as they became aware (through their subcontractors that the Notice had been issued—no attempt was made to notify our clients directly prior to issuance of the Notice), they contacted you concerning this totally unexpected and harmful development. They were told that even though they had complied with all of the Town's requirements at the time, the Notice had been given at the direction of Mr. Chris Terry, Assistant City Manager, apparently in response to pressure brought to bear by Milliken in a meeting on or about January 9, 2002 with Mr. Terry. In the same conversation, you informed them that, at the behest of Mr. Terry, you were imposing additional requirements, i.e., that our clients obtain and provide to the Town a drainage survey not only with respect to Nos. 14885 and 14901, but also Milliken's lot.

drainage plan prepared by an engineer.

6. Although our clients felt that this demand was unreasonable, they complied in good faith and, as you are aware, such survey was delivered to Mike Murphy yesterday. However, the Town seems intent on moving forward with more unreasonable demands, since, in a telephone conversation with Mr. Murphy yesterday afternoon, Mr. Murphy informed our clients that the Town has now decided to require that they be responsible for constructing drainage improvements north of Milliken's property in the portion of the 1500 Block of Oaks North that is controlled by the Town, at an approximate cost of \$13,000.00. Such improvements are not only located off-site (i.e., more than 200 feet beyond our client's lots), but would be time-consuming to complete. This demand is not supportable by the facts, nor is it enforceable under the law. If such additional improvements are necessary, then they should be undertaken by the Town at its expense since this new improvement benefits all eight (8) Lots located along the West side of the Lake Front Drive. Clearly, the Town, possibly in collusion with Milliken, is attempting to exercise its powers to force our clients to perform and pay for improvements to remediate drainage problems on Milliken's property that were caused by her own actions and that have existed long before my client's development of their lots.

survey is not a engr. plan.

DID NOT

WDPKS before on Jan 10

What?

BELLINGER & DEWOLF

A REGISTERED LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AND COUNSELORS

- 7. So far, our clients have been unable to obtain any definite information from you or the Town as to when the Notice will be revoked so that they can resume their development of their construction activities. Meanwhile, work has been stopped in excess of one week, and they are incurring substantial daily losses from delays, as well as additional losses because their suppliers, who are precluded from making deliveries as a result of the Notice) are returning supplies to vendors as far away as Mexico. Moreover, they stand to default on their subcontracts and the improvements are at risk due to weather and the inability to secure the improvements since the Notice precludes our clients from installing windows and doors as necessary to protect against the elements and to prevent unauthorized persons from entering.

We believe that the Town's conduct in this matter is arbitrary and capricious, constitutes an abuse of its powers, and is insupportable by the facts and governing law. Moreover, this course of action is particularly galling in view of the fact that the same employees of the Town that are taking such harsh positions against our clients in this matter are the same employees that have consistently refused to heed our clients' requests to address similar concerns they have with respect to the improved lots located immediately to the south of No. 14885. There are obvious dangers posed by the poor drainage facilities on neighboring lots No 14801 and 14805, because the runoff from those lots is currently draining all across the boundary with No. 14885 instead of being channeled to the rear drainage cascmnt. In fact, the problem is so severe, that the retaining wall on the No. 14805 (which is currently unoccupied and "for sale") is in very poor condition, and has been structurally compromised as a result of the water that is constantly present on both sides of such wall, even in the absence of rain.

Nothing to support this.

Accordingly, on behalf of our clients, please be informed that if the Notice is not revoked by 5:00 p.m. C. S. T. on January 21, 2002, then our clients will proceed immediately thereafter to seek legal and equitable relief in the courts of Dallas County, Texas. In the meantime, if you should have any questions concerning the foregoing, please have your legal counsel contact me.

Sincerely,


 Raymond G. Byrd

BELLINGER & DEWOLF

A REGISTERED LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AND COUNSELORS

cc: Mr. Bill Long
Mr. Jon Coleman
Mr. Chris Terry
Mr. Mike Murphy
Mr. John Hill

E:\PENDING FOR PROLAW #Bill Long Custom Homes\RGB Bill Long Construction v 2.wpd

DRAFT

May __, 2002

Ms. Pat Milliken
14905 Lake Forest Drive
Addison, TX 75001

Re: Notice of Project Completion (Lot 1A and Lot 1B, Replat of Lot 1, Milliken Addition, Out of the Allen Bledsoe Survey No. 157, City of Addison, Dallas County, Texas, recorded in Volume 91077, Page 4082, Dallas County Real Property Records (the "Property"))

Dear Ms. Milliken,

The Town of Addison has recently completed the construction of the new drainage system in the very back portion of your Property within and adjacent to the existing five (5) foot drainage easement located along the rear (western edge) of the Property. This work included the following:

1. Construction of two drainage inlets (one within the adjacent property owner's backyard and the other at the far northwest corner of the Property);
2. Construction of a 15 inch underground storm drain line located within the existing five (5) foot drainage easement;
3. Clearing of vegetation and debris from the five foot drainage easement to allow proper surface water flow;
4. Re-sodding and grading of all areas disturbed during construction of the drainage system so that no storm water from any adjacent upstream property flows above ground across your Property;
5. Setting up of a temporary irrigation system to provide water to the new grass until such time it is established;
6. Replacement and replanting of trees; and
7. Cleaning of your swimming pool and the pool area.

do we want to say this?

seem like too definitive terms

4" caliper

(four (4) caliper trees) specimen

OR whatever is the correct caliper

This work has improved the storm water drainage conditions on your Property, with the result that, as to surface water drainage, the Property is in a much better condition than existed prior to the performance of the work.

As you know, as we proceeded with these improvements, we regularly communicated with you, kept you informed and aware of our work, and received your consent to access your Property to

perform the work. Most recently, we have been working with you regarding the replacement of trees and hope to have that completed soon. *depending on weather conditions.* *and access*

I have also directed my engineering staff to perform a drainage audit of your Property, including your house, so to better inform you of potential problems you may continue to have with storm water runoff from your Property and from your house roof drains. All of these conditions existed long before the adjacent property was developed and are as a result of your house, patio and pool being situated in the lowest point of your Property and up against a permanent fence structure. I will provide you with the results of the drainage audit once it is completed. *why?*

Please let me know if you have any questions or if we may be of any further assistance.

Respectfully,

Michael E. Murphy, PE
Director of Public Works / Town of Addison

*cc: ~~Chair~~ Ron Whitehead, City Manager
John Hill, City Attorney*

*did we
already say
we would do
this?*

Ron
F-TI

BAKER & MCKENZIE

ATTORNEYS AT LAW

2300 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201
TELEPHONE (214) 978-3000
FACSIMILE (214) 978-3088

**EUROPE
MIDDLE EAST**

AMSTERDAM MADRID
BARCELONA MILAN
BERLIN MOSCOW
BRUSSELS MUNICH
BUDAPEST PARIS
CAIRO PRAGUE
DUSSELDORF RYDAN
FRANKFURT ROME
GENEVA ST. PETERSBURG
LONDON STOCKHOLM
LONDON WARSAW
LONDON ZURICH

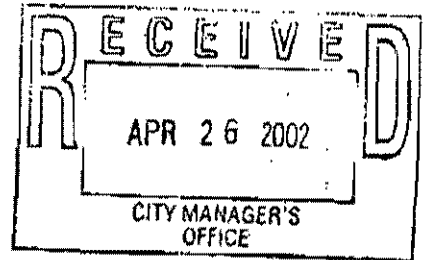
**ASIA
PACIFIC**

ALMATY
BAKU
BANGKOK
BEIJING
HANOI
HO CHI MINH CITY
HONG KONG
MANILA
MELBOURNE
SINGAPORE
SYDNEY
TAIPEI
TOKYO

**NORTH AND
SOUTH AMERICA**

BOGOTA HOUSTON
BRASILIA JUAREZ
BUENOS AIRES MEXICO CITY
CALGARY MIAMI
CARACAS MONTERREY
CHICAGO NEW YORK
DALLAS PALO ALTO
GUADALAJARA RIO DE JANEIRO
SAN DIEGO
SAN FRANCISCO
SANTAGO
SAO PAULO
TIJUANA
TORONTO
VALENCIA
WASHINGTON, D.C.

Thomas H. Keen
(214) 978-3010
thomas.h.keen@bakermck.com



April 24, 2002

Certified Mail, Return Receipt Requested

The Town of Addison
Attn: Carmen Moran
City Secretary
P.O. Box 9010
Addison, Texas 75001-9010

Re: Pat Milliken; 14905 Lake Forest Drive; Flooding and Erosion

Dear Ms. Moran:

This letter places the Town of Addison on written notice of a claim on behalf of Pat Milliken, in compliance with Section 101.101, et seq. Tex. Civ. Prac. & Rem. Code. While this written notice is hardly necessary, given the Town's actual knowledge of the incidents leading up to the first loss, and subsequent activities undertaken by the Town, it is out of an abundance of caution that it is sent.

As the Town is aware, Pat Milliken is the Owner of 14905 Lake Forest Drive. Ms. Milliken, a single parent, currently uses the property and improvements as her residence. The property immediately to the South and adjacent to the Milliken property was recently subdivided, and that subdivision was approved by the Town. In so doing, the Town imposed a new drainage easement on the Milliken property, for the benefit of a private developer, without payment of compensation, in violation of the State and Federal Constitutions. In addition, the Town has changed the drainage characteristics of the Milliken property through the use of motor driven equipment, including bulldozers and other grading equipment, erecting berms, taking down berms, removing vegetation, harming and removing trees and other plants, and draining Ms. Milliken's pool.

COPY

The Town of Addison
April 24, 2002
Page 2

The efforts of the Town have been performed negligently, and have proximately caused property damage to the Milliken property, including several flooding incidents into the home, beginning in December of 2001, and continuing even to the present day. While the dollar amount of the specific damage is still being examined, it appears that the damages, for merely the property damage portion of the claim, may exceed \$100,000. This figure is without respect to the value of the drainage easement which has been taken, and without regard to the emotional exhaustion and considerable inconvenience caused by the continual flooding of the property, and the Town's attempts to alter the situation.

Ms Milliken has tried to be reasonable and accommodating in seeking a solution with the Town, but she can no longer wait to see what the next rain may bring, before sending this notice.

Sincerely,



Thomas H. Keen

THK/sh

cc: Pat Milliken

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



JOHN M. HILL
214.672.2170
JHILL@COWLESTHOMPSON.COM

April 8, 2002

Mr. Ray Byrd
Bellinger & DeWolf
750 North St. Paul Street, Suite 900
Dallas, TX 75201

RE: 14885 and 14901 Lake Forest Drive, Addison, Texas

Dear Ray:

Thank you for your telephone call last week. I have enclosed three (3) originals of the Agreement between the Town of Addison, the Preston Group Designers and Builders, Inc. and Preston Homes, Inc. The type of corporation for each of the builders needs to be filled in on pages 1 and 2.

Exhibits A and B are a description of the two Lots; I do not have a full legal description of the Lots, and would ask that you attach those Exhibits. Exhibit C is the drainage plan and that is attached. Exhibit D includes the drainage plans which were submitted to the Town by the builders, and a date and the name of the party that prepared the plans needs to be filled in. Exhibit E is attached.

Once the Exhibits have all been attached, please submit the Agreement to each of your clients for execution. Once the Agreement has been executed, please forward the originals to me (together with a check in the amount of \$3,000.00), and I will have the Agreement executed by the City.

Please give me a call if you have any questions.

Very truly yours,



John M. Hill

JMH/yjr
Enclosures

cc: Mr. Mike Murphy
Mr. Kenneth Dippel

AGREEMENT

THIS AGREEMENT is entered into effective as of the ____ day of April, 2002 (the "Agreement"), by and between TOWN OF ADDISON, a Texas municipal corporation (the "Town"), THE PRESTON GROUP DESIGNERS & BUILDERS, INC., a _____ corporation ("Preston Group") and PRESTON HOMES, INC., a _____ corporation ("Preston Homes") on the following terms and conditions to wit:

WITNESSETH:

WHEREAS, Preston Group and Preston Homes (sometimes hereinafter collectively referred to as "Builders"), are the owners, respectively, of those certain Lots (herein so-called) more particularly described on Exhibit "A" and Exhibit "B" attached hereto;

WHEREAS, Builders are currently in the process of constructing two (2) residential homes (the "Projects") on their respective Lots;

WHEREAS, the Town has recently issued a "stop work" order (the "Order") dated January 9, 2002 concerning the Projects;

WHEREAS, the Town and Builders have reached a resolution of their disputes concerning the basis of the Order and desire to enter into this Agreement to set forth the terms of such resolution;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Effective January 29, 2002, the Town has rescinded the Order.
2. Builders shall pay to the Town by cashier's check, simultaneously with the execution of this Agreement, the sum of Three Thousand and No/100 Dollars (\$3,000.00) to be used toward the cost of improvements to be undertaken by the Town with respect to the proposed Drainage Facilities (herein so-called) more particularly described on Exhibit "C" attached hereto.
3. The Town agrees to undertake responsibility for the construction of such Drainage Facilities and to commence and complete such construction as soon as reasonably possible.
4. Builders agree that their respective Lots shall comply with the Drainage Plans (herein so-called), more particularly described on Exhibit "D" attached hereto. Builders further agree that they will perform the Work (herein so-called) described on Exhibit "E" attached hereto on the Lot described on Exhibit "F" (the "Milliken Lot") as soon as reasonably possible. The Town will work and cooperate with the Builders to obtain the consent of the owner of the Milliken Lot to Builders' performance of the Work. In the event that the owner of the Milliken Lot interferes with the performance of the Work, the Builders obligation to perform the Work may be temporarily suspended until such time as consent to perform the Work is obtained from the owner of the Milliken Lot.

5. The Town acknowledges and agrees that upon Builders' (i) payment to the Town of Three Thousand and No/100 Dollars) (\$3,000.00) as herein provided, (ii) compliance with the Drainage Plans, and (iii) performance of the Work, Builders shall have no further obligations as to the Town, and the Town will impose on Builders no further requirements, to make any additional improvements, spend any additional sums, and/or take additional action, with respect to drainage (based on the conditions existing as of the date of this Agreement) as it affects the Lots, the Milliken Lot and the Leightner Lot.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and shall be performable in Dallas County, Texas. Venue under this Agreement shall lie in Dallas County, Texas

8. This Agreement may only be modified by writing signed by all of the parties hereto, and no waiver hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by each of the parties as of the date first herein above written.

TOWN OF ADDISON,
a Texas municipal corporation

By: _____
Name: Ron Whitehead
Title: City Manager

THE PRESTON GROUP DESIGNERS &
BUILDERS, INC., a _____ corporation

By: _____
Name: _____
Title: _____

PRESTON HOMES, INC.,
a _____ corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT "D"

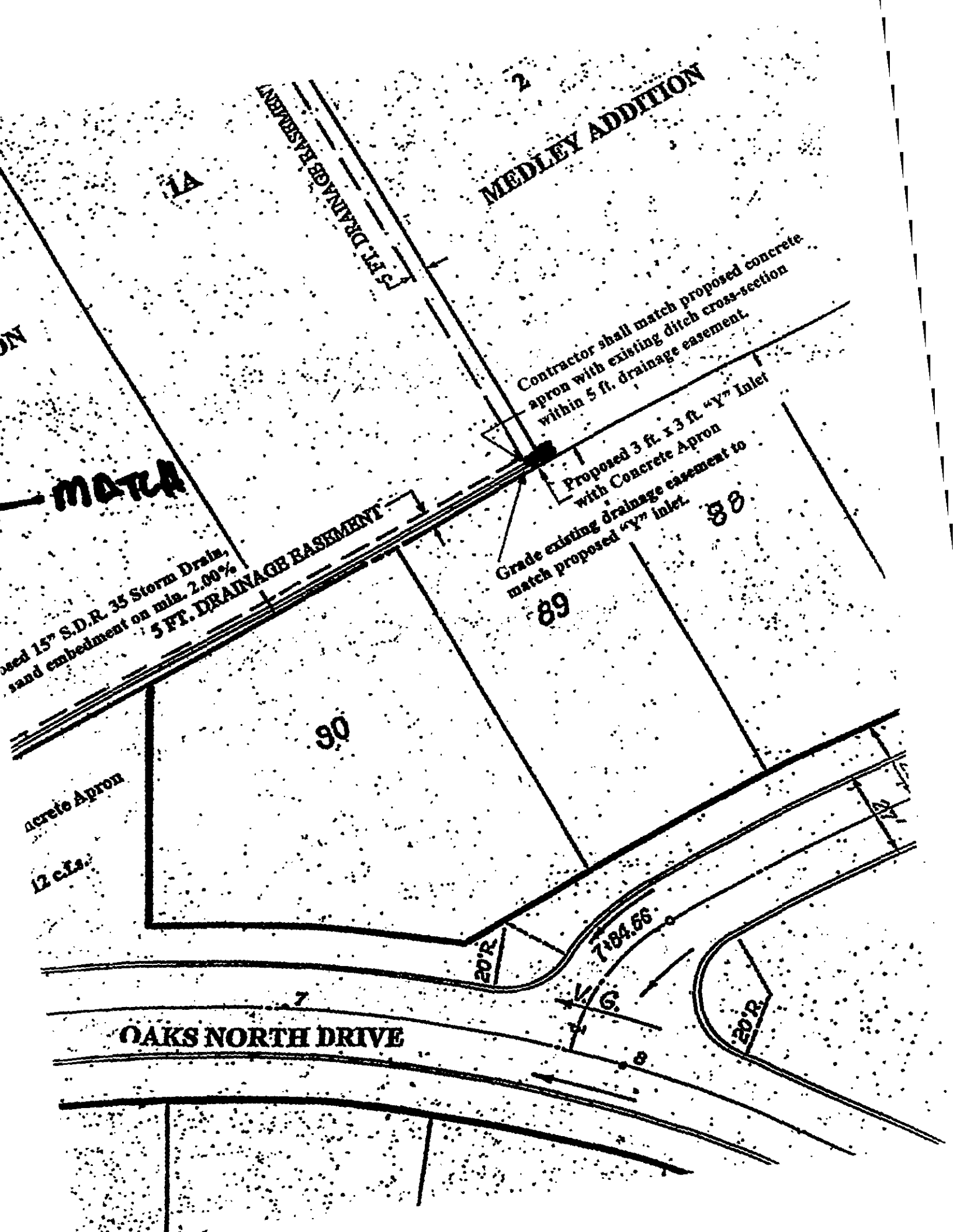
DRAINAGE PLANS

1. Drainage Plan dated _____, prepared by _____ for 14885 Lake Forest Drive, Addison, Texas.
2. Drainage Plan dated _____, prepared by _____ for 14901 Lake Forest Drive, Addison, Texas.

EXHIBIT "E"

THE WORK

Rake out graded areas and seed with Rye grass. Add erosion control matting where needed. Final seed along north south side retaining wall to be completed once wall is completed. Cooperate and work with the Town of Addison to transition into a drainage inlet to be located on the south side of the fence (wall) which is located on 14901 Lake Forest (such wall to be extended as set forth herein) and immediately adjacent to the point where the northwest corner of 14901 Lake Forest Drive adjoins the southwest corner of 14905 Lake Forest Drive, by (i) extending the rock wall that is running east-west between 14901 Lake Forest and 14905 Lake Forest up to the drainage inlet and (ii) by allowing placement of the drainage inlet in the location as described above. The Town will perform (at its cost) all construction on the drainage inlet and Builder will perform (at its cost) all construction on the wall extension.



MEDLEY ADDITION

5 FT. DRAINAGE EASEMENT

1A

Contractor shall match proposed concrete apron with existing ditch cross-section within 5 ft. drainage easement.

Proposed 3 ft. x 3 ft. "Y" Inlet with Concrete Apron
Grade existing drainage easement to match proposed "Y" inlet.

Proposed 15" S.D.R. 35 Storm Drain, sand embedment on min. 2.00%
5 FT. DRAINAGE BASEMENT

Concrete Apron
12 c.f.s.

89

88

90

OAKS NORTH DRIVE

20' R

7184.56

20' R

7

G

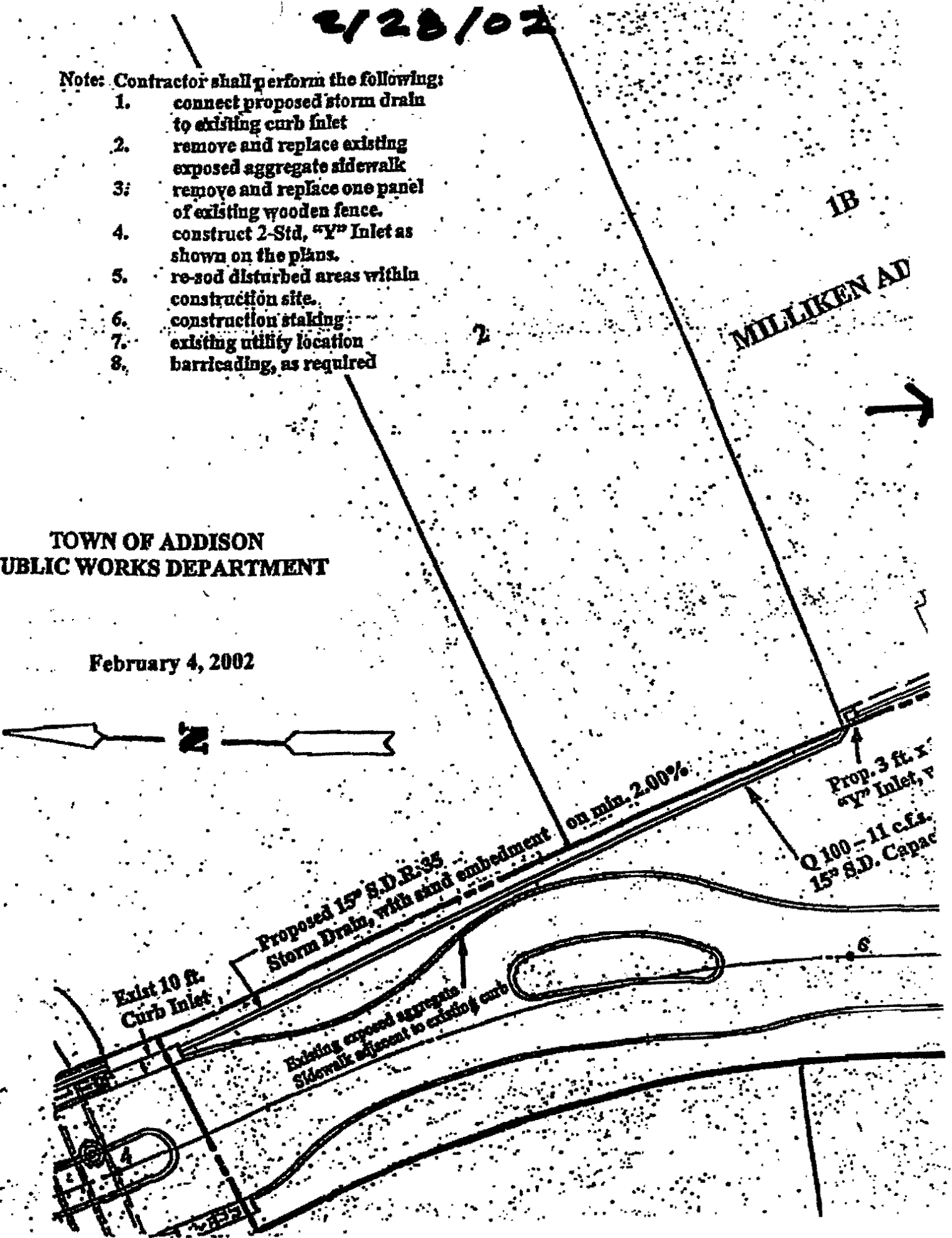
2/28/02

Note: Contractor shall perform the following:

1. connect proposed storm drain to existing curb inlet
2. remove and replace existing exposed aggregate sidewalk
3. remove and replace one panel of existing wooden fence.
4. construct 2-Std, "Y" Inlet as shown on the plans.
5. re-sod disturbed areas within construction site.
6. construction staking
7. existing utility location
8. barricading, as required

TOWN OF ADDISON
PUBLIC WORKS DEPARTMENT

February 4, 2002



Exist 10 ft. Curb Inlet

Proposed 15" S.D. R.35 Storm Drain, with sand embedment

Existing exposed aggregate Sidewalk adjacent to existing curb

on min. 2.00%

Prop. 3 ft. x "Y" Inlet, v

Q 100 - 11 c.f.s. 15" S.D. Capac

MILLIKEN AD

1B



COWLES & THOMPSON
A Professional Corporation
ATTORNEYS AND COUNSELORS



JOHN M. HILL
214.672.2170
JHILL@COWLESTHOMPSON.COM

March 12, 2002

VIA FACSIMILE (214) 954-9541

Mr. Ray Byrd
Bellinger & DeWolf
750 North St. Paul Street, Suite 900
Dallas, TX 75201

RE: 14885 and 14901 Lake Forest Drive, Addison, Texas

Dear Ray:

Attached for your review, please find a redlined copy of the proposed Agreement regarding the property on Lake Forest Drive in Addison.

I have deleted Paragraph 5 from the Agreement regarding the Leightner lot. I understand from the City Engineer that he has met with Mr. Coleman and that Mr. Coleman is satisfied that any issue regarding drainage from the Leightner lot has been corrected.

Also enclosed is a revised copy of the Drainage Facilities which is Exhibit C.

After your review, please give me a call.

Very truly yours,



John M. Hill

JMH/yjr
Attachments

cc: Mr. Mike Murphy
Mr. Kenneth Dippel

AGREEMENT

THIS AGREEMENT is entered into effective as of the 24th day of March~~January~~, 2002 (the "Agreement"), by and between TOWN OF ADDISON, a Texas municipal corporation (the "Town"), THE PRESTON GROUP DESIGNERS & BUILDERS, INC., a _____ corporation ("Preston Group") and PRESTON HOMES, INC., a _____ corporation ("Preston Homes") on the following terms and conditions to wit:

WITNESSETH:

WHEREAS, Preston Group and Preston Homes (sometimes hereinafter collectively referred to as "Builders"), are the owners, respectively, of those certain Lots (herein so-called) more particularly described on Exhibit "A" and Exhibit "B" attached hereto;

WHEREAS, Builders are currently in the process of constructing two (2) residential homes (the "Projects") on their respective Lots;

WHEREAS, the Town has recently issued a "stop work" order (the "Order") dated January 9, 2002 concerning the Projects;

WHEREAS, the Town and Builders have reached a resolution of their disputes concerning the basis of the Order and desire to enter into this Agreement to set forth the terms of such resolution;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Effective January 29, 2002, the Town has rescinded the Order.
2. Builders shall pay to the Town by cashier's check, simultaneously with the execution of this Agreement, the sum of Three Thousand and No/100 Dollars (\$3,000.00) to be used toward the cost of improvements to be undertaken by the Town with respect to the proposed Drainage Facilities (herein so-called) more particularly described on Exhibit "C" attached hereto.
3. The Town agrees to undertake responsibility for the construction of such Drainage Facilities and to commence and complete such construction as soon as reasonably possible.
4. Builders agree that their respective Lots shall comply with the Drainage Plans (herein so-called), more particularly described on Exhibit "D" attached hereto. Builders further agree that they will perform the Work (herein so-called) described on Exhibit "E" attached hereto on the Lot described on Exhibit "F" (the "Milliken Lot") as soon as reasonably possible. The Town will work and cooperate with the Builders to obtain the consent of the owner of the Milliken Lot to Builders' performance of the Work. In the event~~However, the Builders shall have no obligation to perform the Work in the event~~ that the owner of the Milliken Lot interferes with the performance of the Work, the Builders obligation to perform the Work may be

temporarily suspended until such time as consent to perform the Work is obtained from the owner of the Milliken Lot.

~~5. The Town agrees that it, by and through its Building Official, shall take such appropriate enforcement action as the Building Official shall direct (in the Building Official's discretion) as shall cause the owner of the lot described on Exhibit "G" (the Leightner Lot) to correct the drainage problems on the Leightner Lot as referenced in that certain Letter dated _____ from _____ to _____.~~

56. The Town acknowledges and agrees that upon Builders' (i) payment to the Town of Three Thousand and No/100 Dollars) (\$3,000.00) as herein provided, (ii) compliance with the Drainage Plans, and (iii) performance of the Work, Builders shall have no further obligations as to the Town, and the Town will impose on Builders no further requirements, to make any additional improvements, spend any additional sums, and/or take additional action, with respect to drainage (based on the conditions existing as of the date of this Agreement) as it affects the Lots, the Milliken Lot and the Leightner Lot.

67. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

78. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and shall be performable in Dallas County, Texas. Venue under this Agreement shall lie in Dallas County, Texas

89. This Agreement may only be modified by writing signed by all of the parties hereto, and no waiver hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by each of the parties as of the date first herein above written.

TOWN OF ADDISON,
a Texas municipal corporation

By: _____
Name: _____
Title: City Manager

INC.,
THE PRESTON GROUP DESIGNERS & BUILDERS,
a _____ corporation

By: _____
Name: _____
Title: _____

PRESTON HOMES, INC.,
a _____ corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT "D"

DRAINAGE PLANS

1. Drainage Plan dated _____, prepared by _____ for 14885 Lake Forest Drive, Addison, Texas.
2. Drainage Plan dated _____, prepared by _____ for 14901 Lake Forest Drive, Addison, Texas.

EXHIBIT "E"

THE WORK

Rake out graded areas and seed with Rye grass. Add erosion control matting where needed. Final seed along north south side retaining wall to be completed once wall is completed. ~~Builders shall e~~Cooperate and work with the Town of Addison ~~to in making the necessary transition into and connection to~~ a drainage inlet to be located on the south side of the fence (wall) which is located on 14901 Lake Forest (such wall to be extended as set forth herein) and immediately adjacent to the point where the northwest corner of 14901 Lake Forest Drive adjoins the southwest corner of 14905 Lake Forest Drive, by (i) extending the rock wall that is running east-west between 14901 Lake Forest and 14905 Lake Forest up to the drainage inlet and (ii) by allowing placement of the drainage inlet in the location as described above. The Town will perform (at its cost) all construction on the drainage inlet and Builder will perform (at its cost) all construction on the wall extension.

FEB 28 2002 11:07AM

97-4502837

P. 2

LASERJET 3200

MEDLEY ADDITION

15 FT. DRAINAGE EASEMENT

Contractor shall match proposed concrete apron with existing ditch cross-section within 5 ft. drainage easement.

Proposed 3 ft. x 3 ft. "Y" Inlet with Concrete Apron

Grade existing drainage easement to match proposed "Y" Inlet.

MATLA

Proposed 15" S.D.R. 35 Storm Drain, 4" sand embedment on min. 2.00% slope

5 FT. DRAINAGE EASEMENT

Concrete Apron
- 12 c.f.s.

90

89

88

OAKS NORTH DRIVE

7184.56

20'R

20'R

7

V.G.

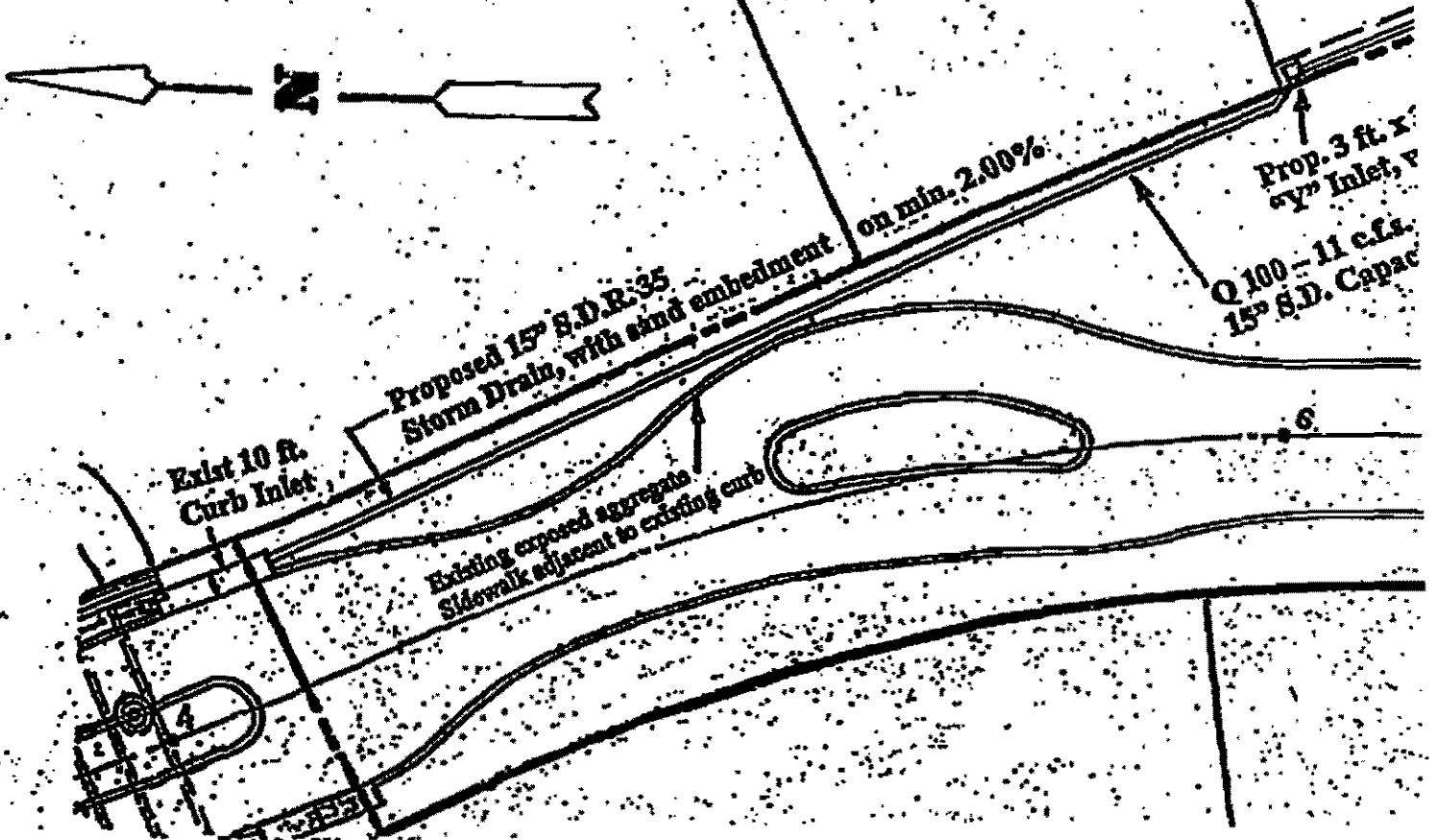
2/28/02

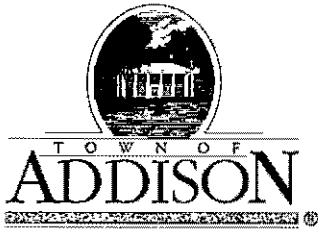
Note: Contractor shall perform the following:

1. connect proposed storm drain to existing curb inlet
2. remove and replace existing exposed aggregate sidewalk
3. remove and replace one panel of existing wooden fence.
4. construct 2-Std, "Y" Inlet as shown on the plans.
5. re-sod disturbed areas within construction site.
6. construction staking
7. existing utility location
8. barricading, as required

TOWN OF ADDISON
PUBLIC WORKS DEPARTMENT

February 4, 2002





PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

DON'T WE HAVE A
SIGNED LETTER FROM
HER THAT PERMITS
US TO WORK OUTSIDE
THE EASEMENT?
IT MAY BE IN MY
FILE AT THE
OFFICE, IF IT EXISTS.

Pat Milliken
14905 Lake Forest Drive
Addison, TX 75001

Re: Drainage/Tree Removal

February 19, 2002

Dear Ms. Milliken,

The following measures are currently underway to complete installation of a storm water drainage structure. On Saturday, February 17, 2002 the Town contracted the services of an arborist to remove trees that were in the path of the 15-inch drainage pipe installation.

The approximate size and location of the trees are as follows:

Trees outside the five-foot easement:

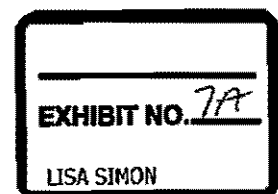
- 1 - 8 ½ " caliper Soapberry tree – 6.5 feet from fence
- 1 - 8 ½ " caliper Soapberry tree – 5.5 feet from fence

Trees within the five-foot easement:

- 1 - 10" caliper Soapberry tree – 3 feet from fence
- 1 - 4" caliper Hackberry – 2'3" from fence
- 1 - 3" caliper Hackberry tree - 2'2" from fence
- 1 - 2 ½ " caliper Hackberry tree – 20" from fence
- 1 - 2 " caliper Hackberry tree – 20 " from fence
- 1 - 2" caliper Hackberry tree – 11" from fence
- 1 - 3" caliper Hackberry tree – 23" from fence
- 1 - 5" caliper Hackberry tree – 21" from fence

Based on the location of the trees removed, all but two are within the five-foot drainage easement and are therefore not eligible for replacement. However, the Town has agreed to replace all three of the larger Hackberry trees with three higher quality shade trees (4" – caliper) or ornamental trees (2" – caliper), owners' choice. All of the replacement trees will be placed and installed by the Town of Addison in the property owner's back yard outside of the five-foot drainage easement at a location determined by the property owner.

Once the drainage structure has been installed the contractor will clean and grade site to homeowner satisfaction. The contractor will install an environmentally safe erosion control mat in areas where necessary. The Town will follow with any combination of re-seeding, hydra mulch and sod to restore the site to its original or better condition.



Respectfully,

A handwritten signature in black ink, appearing to read "Michael E. Murphy". The signature is written in a cursive style with a large, sweeping initial "M".

Michael E. Murphy, PE

14905 Lake Forest

CL trench 5' from fence

1-10" cal. 3' from fence

1-8 1/2" cal. 6.5' from fence

1-8 1/2" cal. 5.5' from fence

1-4" cal. Hack 2'3" from fence

1-3" cal. Hack 21" from fence

1-2.5" cal. Hack 20" from fence

1-2" cal. Hack 20" from fence

1-2" cal. Hack 11" from fence

1-3" cal. Hack 23" from fence

1-5" cal. Hack 21" from fence

DAVE'S NOTES

February 19, 2002

Pat Milliken
14905 Lake Forest Drive
Addison, TX 75001

Re: Drainage/Tree Removal

Dear Ms. Milliken,

The following measures are currently underway to ~~accomplish~~ ^{complete} this installation of a drainage structure, ~~being constructed~~. On Saturday February 17, 2002 the Town contracted the services of XYZ to remove trees that were in the path of the 15-inch drainage pipe installation.

The approximate size and location of the trees are as follows:

- ✓ 1 - 10" caliper Hackberry tree - 3 feet from fence
- ✓ 1 - 8 1/2" caliper Hackberry tree - 6.5 feet from fence
- ✓ 1 - 8 1/2" caliper Hackberry tree - 5.5 feet from fence
- ✓ 1 - 4" caliper Hackberry - 2'3" from fence
- ✓ 1 - 3" caliper Hackberry tree - 2'2" from fence
- ✓ 1 - 2 1/2" caliper Hackberry tree - 20" from fence
- ✓ 1 - 2" caliper Hackberry tree - 20" from fence
- ✓ 1 - 2" caliper Hackberry tree - 11" from fence
- ✓ 1 - 3" caliper Hackberry tree - 23" from fence
- ✓ 1 - 5" caliper Hackberry tree - 21" from fence

✓ all easement trees - Right?

~~replacement and type~~
OK
removed

all these were removed?
separate trees on her prop. w/ trees on the easement

Based on the location of the trees removed, all but two are within the five-foot drainage easement and are therefore not eligible for replacement. However, the Town has agreed to replace all three of the larger Hackberry trees with three higher quality shade trees (4" - caliper) or ornamental trees (2" - caliper), owners' choice. All of the replacement trees will be placed and installed by the Town of Addison in the property owner's back yard outside of the five-foot drainage easement at a location determined by the property owner.

Once the drainage structure has been installed the contractor will clean and grade site to homeowner satisfaction. The contractor will install an environmentally safe erosion control mat in areas where necessary. The Town will follow with re-seeding, hydra mulch and sod to restore the site to its original or better condition.

Respectfully,

any combination of

Michael E. Murphy, PE

Losses at 14905 Lake Forest Drive, Addison, TX 75254

2 cell phones	\$ 334
CD's @ DVD's	1,000
Rugs (2, 10x12; 2, 4x6; 1, 3x5)	4,400
Comforter, 2 throws	650
Clothes	2,500
Purse (\$85, contents \$50)	135
Women's boots	220
Books	550
Wicker chest	225
Vintage clothing stored in closet	5,000
Clean drapery	200
Interior cleaning	260
Pool	907
Power washing	500
Cost of water: re-fill pool, power washing	100
Undetermined pool equipment damage, Pool sweep would be \$800 to replace, Equipment and motors \$2500	\$3300
Water extraction (done by us & F.D.)	100
Damage to wood deck skirting	200
Rattan Table	250
Surround sound speakers	800
Damage to cedar tree (undetermined)	\$7,000
Damage to my ground cover (all areas will have to be sodded and watered, 3500 sf)	7,000

\$35,431

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



JOHN M. HILL
214.672.2170
JHILL@COWLESTHOMPSON.COM

February 15, 2002

VIA HAND DELIVERY

Mr. Ray Byrd
Bellinger & DeWolf
750 North St. Paul Street, Suite 900
Dallas, TX 75201

RE: 14885 and 14901 Lake Forest Drive, Addison, Texas

Dear Ray:

In connection with the Agreement regarding the property on Lake Forest Drive in Addison, Exhibit "E" should be revised to add the following: "Builders shall cooperate and work with the Town of Addison in making the necessary transition and connection to the new inlet to be constructed at the southwest corner of the Milliken Lot."

I have enclosed a copy of what will become Exhibit "C" to the Agreement, which are the Drainage Facilities.

We would like to get this agreement wrapped up and signed as quickly as possible. I look forward to hearing from you soon.

Very truly yours,


John M. Hill

JMH/yjr
Enclosure

cc: Mr. Mike Murphy
Mr. Kenneth Dippel

February 1, 2002

Pat Milliken
14905 Lake Forest Drive
Addison, TX 75001

Re: Drainage

Dear Ms. Milliken,

The following are the measures proposed by the Town of Addison to accommodate drainage into the easement areas indicated on the Attached Drainage Map:

Drainage Structure

The Town is proposing to construct a y-inlet structure in the drainage easement at the far NW corner of the property. This inlet and the outfall pipeline are sized based on the Drainage Map and flow calculations submitted by Corey Company Engineering Corp.

The structure is a 4'X4' Drop type y-inlet, and will include a concrete drainage apron to allow for free flow into the structure (see attached photo).

The construction of the inlet will be as follows:

1. Connect proposed storm drain (y-inlet) to an existing curb inlet in Oaks North Drive via a 15" PVC drainpipe laid on a 2% grade.
2. Remove an existing exposed aggregate sidewalk on the Oaks North side of the fence.
3. Remove and replace two panels of existing wooden fence.
4. Construct one standard 4'X4' y-inlet as shown on the plans.
5. Re-sod disturbed area within inlet construction site.

Note: before construction can begin we are required to locate all underground utilities; i.e., gas, electricity, telephone, cable, etc.

Interim steps proposed to protect the building structure at 14905 Lake Forest until final grading and construction on adjacent property and drainage inlet are completed:

Will have contractor grade the SW corner of the Milliken property to direct storm water flow away from the building structure and into the N-S drainage easement along the back (west side) of the property and along the E-W drainage easement along the south side of the property. The Town will also clear debris from the drainage easement in the far NW corner of the lot to allow for drainage to free flow to the North.

Note: Once the adjacent property building contractor is allowed back on the property, all drainage work will be finalized according to the drainage plan, the adjacent property building contractor will re-seed all disturbed areas and put down erosion control matting.

Interim work to protect the building structure can begin as soon as Saturday, February 2, 2002. Drainage inlet work can begin as soon as one week after Notice to Proceed is issued.

Respectfully,

Michael E. Murphy, PE

February 1, 2002

Pat Milliken
14905 Lake Forest Drive
Addison, TX 75001

Re: Drainage

Dear Ms. Milliken,

The following are the measures proposed by the Town of Addison to accommodate drainage into the easement areas indicated on the Attached Drainage Map.

Interim steps proposed to protect the building structure at 14905 Lake Forest until final grading and construction on adjacent property and drainage inlet are completed:

more

~~From the Milliken property~~ contractor to grade the SW corner of the Milliken property to direct storm water flow away from the building structure and into the N-S drainage easement along the back (west side) of the property and along the E-W drainage easement along the south side of the property. The Town will also clear debris from the drainage easement in the far NW corner of the lot to allow for drainage to free flow to the North.

Note: Once the adjacent property Building contractor is allowed back on the property all drainage work will be finalized according to the drainage plan, they will re-seed all disturbed areas and put down erosion control matting.

Drainage Structure:

The Town is proposing to construct a y-inlet structure in the drainage easement ^{at} in the far NW corner of the property. This inlet and the outfall pipeline are sized based on the Drainage map submitted by Corey Co. Engineering Corp.

calculations

The structure is a 4'X4' Drop type y-inlet, and will include a concrete drainage apron to allow for free flow into the structure (see attached photo).

The construction of the inlet will be as follows:

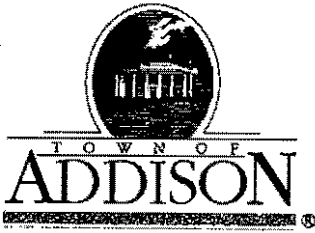
1. Connect proposed storm drain (y-inlet) to an existing curb inlet in Oaks North Drive via a 15" PVC drainpipe laid on a 2% grade.
2. Remove an existing exposed aggregate sidewalk on the Oaks North side of the fence.
3. Remove and replace two panels of existing wooden fence.
4. Construct one standard 4'X4' y-inlet as shown on the plans.
5. Re-sod disturbed area within inlet construction site.

Note: before construction can begin we are required to located all underground utilities, i.e. gas, elec, tele, phone etc.

Interim work to protect the building structure can begin as soon as Saturday February 2, 2002. Drainage inlet work can begin as soon as one week after Notice to Proceed is issued.

Respectfully,

Michael E. Murphy, PE



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

February 1, 2002

Ms. Pat Milliken
14905 Lake Forest Drive
Addison, TX 75001

Subject Drainage

Dear Ms. Milliken:

The following are the measures proposed by the Town of Addison to accommodate drainage into the easement areas indicated on the Attached Drainage Map:

Drainage Structure

The Town is proposing to construct a y-inlet structure in the drainage easement at the far NW corner of the property. This inlet and the outfall pipeline are sized based on the Drainage Map and flow calculations submitted by Corey Company Engineering Corporation.

The structure is a 4'X4' drop type y-inlet, and will include a concrete drainage apron to allow for free flow into the structure (see attached photo).

The construction of the inlet will be as follows:

1. Connect proposed storm drain (y-inlet) to an existing curb inlet in Oaks North Drive via a 15" PVC drainpipe laid on a 2% grade.
2. Remove an existing exposed aggregate sidewalk on the Oaks North side of the fence.
3. Remove and replace two panels of existing wooden fence.
4. Construct one standard 4'X4' y-inlet as shown on the plans.
5. Re-sod disturbed area within inlet construction site.

Note: Before construction can begin we are required to locate all underground utilities; i.e., gas, electricity, telephone, cable, etc.

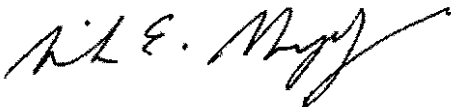
Interim steps proposed to protect the building structure at 14905 Lake Forest until final grading and construction on adjacent property and drainage inlet are completed:

Will have contractor grade the SW corner of the Milliken property to direct storm water flow away from the building structure and into the N-S drainage easement along the back (west side) of the property and along the E-W drainage easement along the south side of the property. The Town will also clear debris from the drainage easement in the far NW corner of the lot to allow for drainage to free flow to the North.

Note: Once the adjacent property building contractor is allowed back on the property, all drainage work will be finalized according to the drainage plan, the adjacent property building contractor will re-seed all disturbed areas and put down erosion control matting.

Interim work to protect the building structure can begin as soon as Saturday, February 2, 2002. Drainage inlet work can begin as soon as one week after Notice to Proceed is issued.

Respectfully,

A handwritten signature in black ink, appearing to read "M. E. Murphy". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michael E. Murphy, PE

NOTE:
 BARS "A" & "E" ARE USED
 IN THE WALLS PARALLEL TO THE R.C.P.
 BARS "B" ARE IN THE WALL OPPOSITE THE R.C.P.

BAR D

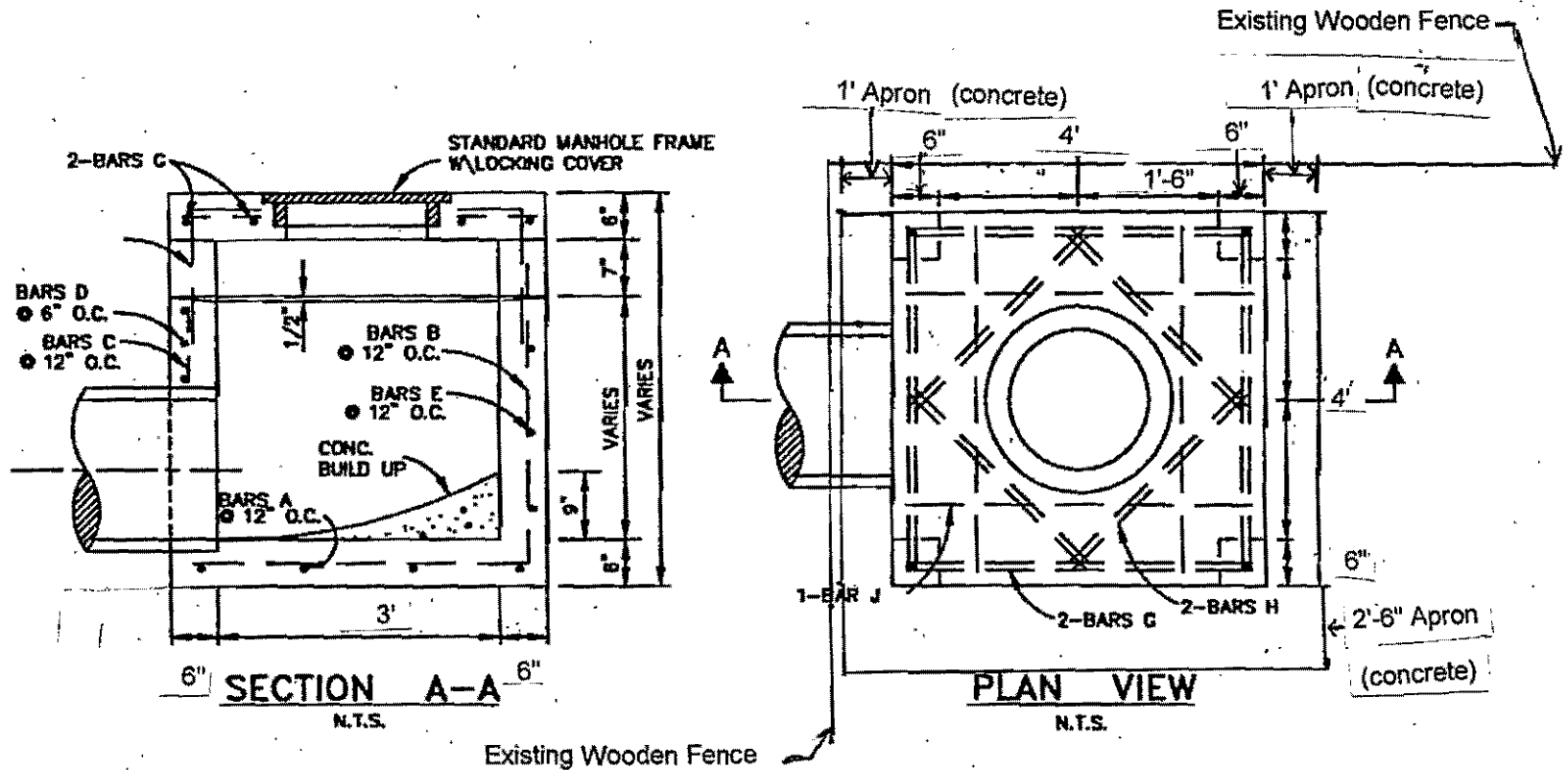
BAR E

BAR F

A
 BAR G

A
 BAR H

A
 BAR J



"Y" TYPE INLET DETAILS

EXHIBIT "D"

DRAINAGE PLANS

1. Drainage Plan dated _____, prepared by _____
for 14885 Lake Forest Drive, Addison, Texas.

2. Drainage Plan dated _____, prepared by _____
for 14901 Lake Forest Drive, Addison, Texas.

EXHIBIT "E"**THE WORK**

Rake out graded areas and seed with Rye grass. Add erosion control matting where needed. Final seed along north south side retaining wall to be completed once wall is completed.

COWLES & THOMPSON
A Professional Corporation
ATTORNEYS AND COUNSELORS



F A C S I M I L E C O V E R P A G E

Date and Time Faxed: Thursday, January 31, 2002 10:30:10 AM
Total Number of Pages (including cover sheet): 10
Client/Matter #: 3195\25211

To: Name: Mike Murphy; Lynn Chandler
 Company:
 Fax Number: 972-450-2837
 Voice Phone:

From: Name: John Hill
 Fax Number: 214-672-2370
 Voice Phone: 214-672-2170

Message:

Mike and Lynn - Just received this.

IMPORTANT/CONFIDENTIAL: This message is intended only for the use of the individual or entity to which it is addressed. This message contains information from the law firm of Cowles & Thompson which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee, or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please notify us immediately at our telephone number (214)672-2000. We will be happy to arrange for the return of this message to us, via the United States Postal Service, at no cost to you.

DALLAS T Y L E R

901 MAIN STREET SUITE 4000 DALLAS, TEXAS 75202-3793
TEL 214.672.2000 FAX 214.672.2020
WWW.COWLESTHOMPSON.COM

BELLINGER & DEWOLFA Registered Limited Liability Partnership
ATTORNEYS & COUNSELORS AT LAW750 N. ST. PAUL STREET, SUITE 900
DALLAS, TEXAS 75201
(214) 954-9540E Mail:
rbyrd@bd-law.comFacsimile
(214) 954-9541**FACSIMILE COVER SHEET**

DATE: January 31, 2002

FILE NO.:

FROM: Raymond G. Byrd

NUMBER OF PAGES INCLUDING COVER SHEET: 9

<u>Name</u>	<u>Company</u>	<u>Facsimile No.</u>
1. John M. Hill	Cowles & Thompson	214-672-2020

Comments:

Attached is a draft of the Agreement between the builders and Town of Addison for your review. Please note my client has not had an opportunity to review the attached Agreement and it is therefore subject to his review and change.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL:

(214) 954-9540

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. THE REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION TO ANYONE OTHER THAN THE INTENDED ADDRESSEE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

AGREEMENT

THIS AGREEMENT is entered into effective as of the 24th day of January, 2002 (the "Agreement"), by and between TOWN OF ADDISON, a Texas municipal corporation (the "Town"), THE PRESTON GROUP DESIGNERS & BUILDERS, INC., a _____ corporation ("Preston Group") and PRESTON HOMES, INC., a _____ corporation ("Preston Homes") on the following terms and conditions to wit:

WITNESSETH:

WHEREAS, Preston Group and Preston Homes (sometimes hereinafter collectively referred to as "Builders"), are the owners, respectively, of those certain Lots (herein so-called) more particularly described on Exhibit "A" and Exhibit "B" attached hereto;

WHEREAS, Builders are currently in the process of constructing two (2) residential homes (the "Projects") on their respective Lots;

WHEREAS, the Town has recently issued a "stop work" order (the "Order") dated January 9, 2002 concerning the Projects;

WHEREAS, the Town and Builders have reached a resolution of their disputes concerning the basis of the Order and desire to enter into this Agreement to set forth the terms of such resolution;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Effective January 29, 2002, the Town has rescinded the Order.
2. Builders agree to pay to the Town the sum of Three Thousand and No/100 Dollars (\$3,000.00) to be used toward the cost of improvements to be undertaken by the Town with respect to the proposed Drainage Facilities (herein so-called) more particularly described on Exhibit "C" attached hereto.
3. The Town agrees to undertake responsibility for the construction of such Drainage Facilities and to commence and complete such construction as soon as reasonably possible.
4. Builders agree that their respective Lots shall comply with the Drainage Plans (herein so-called), more particularly described on Exhibit "D" attached hereto. Builders further agree that they will perform the Work (herein so-called) described on Exhibit "E" attached hereto on the Lot described on Exhibit "F" (the "Milliken Lot") as soon as reasonably possible. The Town agrees to obtain the consent of the owner of the Milliken Lot to Builders' performance of the Work.

5. The Town agrees that it shall take all appropriate enforcement action within the limits of its authority under applicable law, to cause the owner of the lot described on Exhibit "G" (the "Leightner Lot") to correct the drainage problems on the Leightner Lot as referenced in that certain Letter dated _____ from _____ to _____.

6. The Town acknowledges and agrees that upon Builders' (i) payment to the Town of Three Thousand and No/100 Dollars (\$3,000.00) as herein provided, (ii) compliance with the Drainage Plans, and (iii) performance of the Work, Builders shall have no further obligations, and the Town will impose on Builders no further requirements, to make any additional improvements, spend any additional sums, and/or take any additional action, with respect to drainage as it affects the Lots, the Milliken Lot and the Leightner Lot.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and shall be performable in Dallas County, Texas.

9. This Agreement may only be modified by writing signed by all of the parties hereto, and no waiver hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by each of the parties as of the date first herein above written.

TOWN OF ADDISON,
a Texas municipal corporation

By: _____
Name: _____
Title: City Manager

THE PRESTON GROUP DESIGNERS & BUILDERS, INC.,
a _____ corporation

By: _____
Name: _____
Title: _____

PRESTON HOMES, INC.,
a _____ corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT "D"

EXHIBIT "E"

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



JOHN M. HILL
214.672.2170
JHILL@COWLESTHOMPSON.COM

January 30, 2002

VIA FACSIMILE (214) 954-9541

Mr. Ray Byrd
Bellinger & DeWolf
750 North St. Paul, Suite 900
Dallas, TX 75201

RE: Town of Addison – Lake Forest Drive

Dear Ray:

Today, the Building Official of the Town of Addison, Texas, Lynn Chandler, forwarded to your attention a notice that the stop work order on the two properties on Lake Forest Drive in Addison has been temporarily lifted. As you know and as we discussed at our meeting yesterday, the Town has agreed to allow construction to resume on those two properties while we are working out the final wording on the agreement regarding drainage. To confirm our discussion of yesterday, you will be preparing that agreement and forwarding it to me no later than Thursday, January 31, 2002.

Very truly yours,

John M. Hill

JMH/yjr

cc: Mr. Mike Murphy
Mr. Lynn Chandler
Mr. Kenneth Dippel

Addison!

MICHAEL E. MURPHY, P.E.
Director of Public Works
(972) 450-2878
(972) 450-2837 FAX
mmurphy@ci.addison.tx.us E-mail

Town of Addison . 16801 Westgrove Dr. P.O. Box 9010, Addison, Texas 75001-9010

PAT.

PLEASE FIND ATTACHED A COPY OF
THE DRAINAGE PLAN SUBMITTED BY
THE BUILDING CONTRACTOR'S ENGINEER.

THE TOWN WOULD LIKE TO BEGIN CONSTRUCTION
ON THE DRAINAGE INLET, LOCATED AT
THE N.E. CORNER OF YOUR PROPERTY
AS SOON AS POSSIBLE. WE CAN DO THIS
WORK WITH MINIMAL IMPACT TO YOUR
PROPERTY AND WOULD COME IN FROM THE
OAKS NORTH SIDE. THE DRAINAGE
INLET WILL BE CONTAINED WITHIN THE
EXISTING 5' DRAINAGE EASEMENT.

PLEASE CONTACT ME WITH ANY QUESTIONS

Tracy
Mike

1/29/02

AGREEMENT

THIS AGREEMENT is entered into effective as of the 24th day of January, 2002 (the "Agreement"), by and between TOWN OF ADDISON, a Texas municipal corporation (the "Town"), THE PRESTON GROUP DESIGNERS & BUILDERS, INC., a _____ corporation ("Preston Group") and PRESTON HOMES, INC., a _____ corporation ("Preston Homes") on the following terms and conditions to wit:

WITNESSETH:

WHEREAS, Preston Group and Preston Homes (sometimes hereinafter collectively referred to as "Builders"), are the owners, respectively, of those certain Lots (herein so-called) more particularly described on Exhibit "A" and Exhibit "B" attached hereto;

WHEREAS, Builders are currently in the process of constructing two (2) residential homes (the "Projects") on their respective Lots;

WHEREAS, the Town has recently issued a "stop work" order (the "Order") dated January 9, 2002 concerning the Projects;

WHEREAS, the Town and Builders have reached a resolution of their disputes concerning the basis of the Order and desire to enter into this Agreement to set forth the terms of such resolution;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Effective January 29, 2002, the Town has rescinded the Order.
2. Builders shall pay to the Town by cashier's check, simultaneously with the execution of this Agreement, the sum of Three Thousand and No/100 Dollars (\$3,000.00) to be used toward the cost of improvements to be undertaken by the Town with respect to the proposed Drainage Facilities (herein so-called) more particularly described on Exhibit "C" attached hereto.
3. The Town agrees to undertake responsibility for the construction of such Drainage Facilities and to commence and complete such construction as soon as reasonably possible.
4. Builders agree that their respective Lots shall comply with the Drainage Plans (herein so-called), more particularly described on Exhibit "D" attached hereto. Builders further agree that they will perform the Work (herein so-called) described on Exhibit "E" attached hereto

Addison - Lake Forest Drive Agreement Showing Changes By Builders.DOC
Last Revised: 02/14/02

on the Lot described on Exhibit "F" (the "Milliken Lot") as soon as reasonably possible. The Town will work and cooperate with the Builders to obtain the consent of the owner of the Milliken Lot to Builders' performance of the Work. However, the Builders shall have no obligation to perform the Work in the event that the owner of the Milliken Lot interferes with the performance of the Work.

5. The Town agrees that it, by and through its Building Official, shall take such appropriate enforcement action as the Building Official ~~shall~~ may direct (in the Building Official's discretion), ~~as shall~~ cause the owner of the lot described on Exhibit "G" (the Leightner Lot) to correct ~~the surface-water~~ drainage problems on the Leightner Lot as referenced in that certain Letter dated _____ from _____ to _____.

6. The Town acknowledges and agrees that upon Builders' (i) payment to the Town of Three Thousand and No/100 Dollars) (\$3,000.00) as herein provided, (ii) compliance with the Drainage Plans, and (iii) performance of the Work, Builders shall have no further obligations, and the Town will impose on Builders no further requirements, to make any additional improvements, spend any additional sums, and/or take additional action, with respect to drainage as it affects the Lots, the Milliken Lot and the Leightner Lot.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and shall be performable in Dallas County, Texas. Venue under this Agreement shall lie in Dallas County, Texas

9. This Agreement may only be modified by writing signed by all of the parties hereto, and no waiver hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by each of the parties as of the date first herein above written.

TOWN OF ADDISON,
a Texas municipal corporation

By: _____
Name: _____
Title: City Manager

INC.,
THE PRESTON GROUP DESIGNERS & BUILDERS,
a _____ corporation

By: _____
Name: _____
Title: _____

PRESTON HOMES, INC.,
a _____ corporation

By: _____
Name: _____
Title: _____

Addison - Lake Forest Drive Agreement Showing Changes By Builders.DOC
Last Revised: 02/14/02

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT "D"

DRAINAGE PLANS

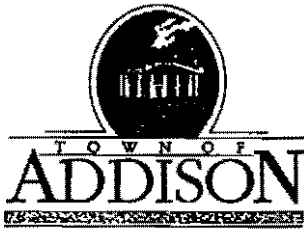
1. Drainage Plan dated _____, prepared by _____ for 14885 Lake Forest Drive, Addison, Texas.
2. Drainage Plan dated _____, prepared by _____ for 14901 Lake Forest Drive, Addison, Texas.

EXHIBIT "E"

THE WORK

Rake out graded areas and seed with Rye grass. Add erosion control matting where needed. Final seed along north south side retaining wall to be completed once wall is completed.

~~The Town will extend the drainage ditches by extending the rock walls that has run east west between 1490 and 1495 up to the drainage ditches and allow placement of steel framed ditches adjacent to and on south side of the fence line in the far back corner of the two adjoining lots (1491 and 1495 Lake Forest). The Town will perform all construction on the drainage ditches and will permit construction of the wall extension.~~



BUILDING INSPECTION DEPARTMENT

16801 Westgrove Drive

(972) 450-2880 Fax: (972) 450-2837

Post Office Box 9010 Addison, Texas 75001-9010

January 7, 2002

Christian D. Laettner
3325 Eagle Bluff Road
Mound, MN 55364-8596

Dear Mr. Laettner:

The Town of Addison has received a complaint concerning drainage from your property located at 14805 Lake Forest Drive, Addison, Texas that is adversely impacting the property adjacent to your property on the north.

One of the drainage problems appears to be over-saturation of the soil on the north side of the home. This is due to either over irrigating or a leak, possibly from the pool circulation equipment. The other is the concentrating of run-off through several pipes in the fence. These problems have created a nuisance in violation of Section 507 of the 2000 International Property Maintenance Code. You are hereby given thirty days to abate the nuisance. To appeal this decision you have twenty days to appeal to the Addison Building/Fire Code Board of Appeals per Section 111.

The owner of the affected property is Jon Coleman. You may write him at The Preston Group, 2301 Ohio Suite 235, Plano, Texas 75093, or call him at 214-924-9009 to resolve this issue.

I have included those sections of the code mentioned above. If you have any questions you may contact me at 972-450-2889.

Sincerely,


Lynn Chandler
Building Official

encl.

110.3 Failure to comply. If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

110.4 Salvage materials. When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 111 MEANS OF APPEAL

111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means, or that the strict application of any requirement of this code would cause an undue hardship.

111.2 Membership of board. The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

111.2.1 Alternate members. The chief appointing authority shall appoint two or more alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

111.2.2 Chairman. The board shall annually select one of its members to serve as chairman.

111.2.3 Disqualification of member. A member shall not hear an appeal in which that member has a personal, professional or financial interest.

111.2.4 Secretary. The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.

111.2.5 Compensation of members. Compensation of members shall be determined by law.

111.3 Notice of meeting. The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

111.4 Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than two-thirds of the board membership.

111.4.1 Procedure. The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

111.5 Postponed hearing. When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

111.6 Board decision. The board shall modify or reverse the decision of the code official only by a concurring vote of a majority of the total number of appointed board members.

111.6.1 Records and copies. The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official.

111.6.2 Administration. The code official shall take immediate action in accordance with the decision of the board.

111.7 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

111.8 Stays of enforcement. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

Sec. 18-121. Generally.

The International Property Maintenance Code, as adopted in this article, is hereby modified by deletions, amendments and additions provided in this division.

Sec. 18-122. Application of other codes.

The International Property Maintenance Code is amended by changing the last sentence in subsection 102.3 to read as follows:

"Nothing in this code shall be construed to cancel, modify or set aside provisions of the Addison Zoning Ordinance."

Sec. 18-123. Violation penalties.

The International Property Maintenance Code is amended by changing subsection 106.4 to read as follows;

No person, firm or corporation, whether as owner, lessee, sub-lessee or occupant, shall erect, construct, enlarge, alter, repair, move, improve, remove, demolish, equip, use, occupy or maintain any building or premises, or cause or permit the same to be done, contrary to or in violation of any of the provisions of this code or any order issued by the building official hereunder.

Any person, firm or corporation violating the provisions of this section shall be subject to a fine, upon conviction in the municipal court, in a sum not to exceed \$500.00, and each and every day of continuance thereof shall constitute a distinct and separate offense.

Sec. 18-124. Membership of board.

The International Property Maintenance Code is amended by changing subsection 111.2 to read as follows:

111.2. General. There is hereby created a board of appeals, consisting of three (3) members and two (2) alternates appointed by the city council. The building official shall be an ex officio member and shall act as

breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 120°F (49°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

SECTION 506 SANITARY DRAINAGE SYSTEM

506.1 General. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

SECTION 507 STORM DRAINAGE

507.1 General. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

Lot 1, 300 ft. to the PLACE OF BEGINNING and containing 60,119.93 Square Feet,
1.38 Acres of Land.

THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Carl R. Milliken and Patsy B. Milliken do hereby adopt this plat designat
the hereinabove property as REPLAT LOT 1 MILLIKEN ADDITION, an Addition to the
of Addison, Texas, and subject to the conditions, restrictions and reservations
stated hereinafter.

The easements shown on this plat are hereby reserved for the purposes as indica
including, but not limited to, the installation and maintenance of water, sanit
sewer, storm sewer, drainage, electric, telephone, gas and cable television. Ow
shall have the right to use these easements, provided however, that it does not
reasonably interfere or impede with the provision of the services to others. S
utility easements are hereby being reserved by mutual use and accomodation of a
public utilities using or desiring to use the same. An express easement of ingr
and egress is hereby expressly granted on, over and across all such easements f
the benefit of the provider of services for which easements are granted.

Any drainage and floodway easement shown hereon is hereby dedicated to the publ
use forever, but including the following covenants with regards to maintenance
responsibilities. The existing channels or creeks traversing the drainage and
floodway easement will remain as an open channel, unless required to be enclose
ordinance, at all times and shall be maintained by the individual owners or the
or lots that are traversed by or adjacent to the drainage and floodway easement
The City will not be responsible for the maintenance and operation of said cree
or creeks or for any damage or injury of private property or person that result
from the flow of water along said creek, or for the control of erodin. No obstr
to the natural flow of water run-off shall be permitted by construction of any
building, fence or any other structure within the drainage and floodway easement
provided, however, it is understood that in the event it becomes necessary for
City to channelize or consider erecting any type of drainage structure in order
improve the storm drainage, then in such event, the City shall have the right,
not the obligation, to enter upon the drainage and floodway easement at any poi
or points, with all rights of ingress and egress to investigate, survey, erect,
construct or maintain any drainage facility deemed necessary by the City for dra
purposes. Each property owner shall keep the natural drainage channels and cree
traversing the drainage and floodway easement adjacent to his property clean and
free of debris, silt, growth, vegetation, weeds, rubbish, refuse, matter and any
substance which would result in unsanitary conditions or obstruct the flow of wa
and the City shall have the right of ingress and egress for the purpose of inspe
and supervision and maintenance work by the property owner to alleviate any unde
able conditions which may occur. The natural drainage channels and creeks throug
the drainage and floodway easement, as in the case of all natural channels, are
subject to storm water overflow and natural bank erodin to an extent that cannot
defined.

The City shall not be held liable for any damages or injuries of any
resulting from the occurrence of these natural phenomena, nor resulting from the
failure of any structure or drainage within the natural drainage channels, at
the owner hereby agree to indemnify and hold harmless the City from any such da
and injuries. Building areas outside the drainage and floodway easement line sha
be filled to a minimum elevation as shown on the plat. The minimum floor level
of each lot shall be shown on the plat.

The maintenance or paving of the utility and fire lane easements is the responsi
of the property owner. All public utilities shall at all times have the full ri
of ingress and egress to and from and upon the said utility easements for the pu
of constructing, reconstructing, inspecting, patrolling, maintaining and adding
or removing all or parts of its respective systems without the necessity at any
of procuring the permission of anyone. Any public utility shall have the right
ingress and egress to private property for the purpose of reading water

WITNESS, my hand at Addison, Texas, this the 11th day of April, 1991.

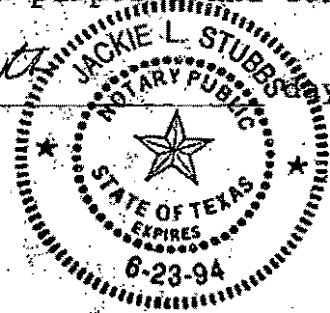
BY: Carl R. Milliken
CARL R. MILLIKEN

STATE OF TEXAS:
COUNTY OF DALLAS:

BEFORE ME, the undersigned authority, a Notary public in and for Dallas County, Texas, on this day personally appeared Carl R. Milliken, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposed and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of April, 1991.

Jackie L. Stubbs
NOTARY PUBLIC IN AND FOR DALLAS COUNTY, TEXAS.



WITNESS, my hand at Addison, Texas, this the 11 day of

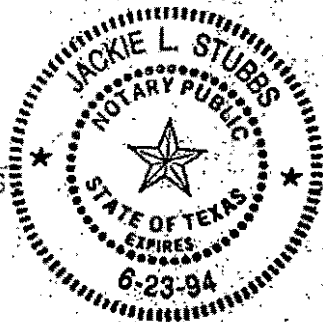
April, 1991.

BY: Patsy B. Milliken
PATSY B. MILLIKEN

BEFORE ME, the undersigned authority, a Notary Public in and for Dallas County Texas, on this day personally appeared Patsy B. Milliken, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposed and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of April, 1991.

Jackie L. Stubbs
NOTARY PUBLIC IN AND FOR DALLAS COUNTY, TEXAS



SURVEYOR'S CERTIFICATE

STATE OF TEXAS:
COUNTY OF DALLAS:

THAT I, Paul A. Hidalgo, a Registered Professional Land Surveyor for Jimmy W. Pogue, Inc., do hereby certify that this plat is true and correct to the best of my knowledge and belief, and that the tract shown hereon was determined by a survey made on the ground during the month of February, 1991, under my direction and supervision.

STATE OF TEXAS:
COUNTY OF DALLAS:



BEFORE ME, the undersigned authority, a Notary Public in and for Dallas County, Texas, on this day personally appeared Paul A. Hidalgo, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1991.

Jackie L. Stubbs
NOTARY PUBLIC IN AND FOR DALLAS COUNTY, TEXAS

APPROVAL CERTIFICATE

Approved by the Town of Addison this 9th day of April, 1991.

[Signature]
MAYOR

[Signature]
CITY SECRETARY

APR 19 1991
COUNTY CLERK DALLAS COUNTY, TEXAS
I hereby certify that the instrument was filed on the date and time indicated herein by the clerk of the County of Dallas, Texas, and that the same is a true and correct copy of the original as recorded in the public records of Dallas County, Texas, and that the same is a true and correct copy of the original as recorded in the public records of Dallas County, Texas.

CARMEN MORAN
TOWN OF ADDISON
PO Box 144
ADDISON, TX 75001

FILED
91 APR 19 PM 3:37
EARL BULLOCK
COUNTY CLERK
DALLAS COUNTY

OF LOT 1
ADDITION
BLEDSOE SURVEY
NO. 157

SCALE: 1"=40'
DATE: 2-14-91
JOB NO. 33579 ND-B