



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

AGENDA

AUGUST 8, 2006

**WORK SESSION OF THE CITY COUNCIL
6:00 P.M.**

AND

**REGULAR MEETING OF THE CITY COUNCIL
7:30 P.M.**

TOWN HALL

5300 BELT LINE ROAD

WORK SESSION

Item #WS1 - City Manager's General and Hotel Fund Recommendations.

Item #WS2 - Presentation and discussion regarding Airport Management's guidelines and principles used to quantify the value and other consideration offered by Key Development in exchange for the requested twenty year lease term extension affecting the Ground Lease at 4444 Westgrove Rd.

Item #WS3 - Discussion and update on Citizen Advisory Committees.

Item #WS4 - Discussion regarding policies on the naming of Town parks and facilities.

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

CONSENT AGENDA

#2a - Approval of the Minutes for the July 11, 2006, Council Meeting.

#2b - Consideration and approval to reject all bids for Miscellaneous Pavement Markings, Bid #06-26, for various pavement marking enhancements.

#2c - Consideration and approval of an ordinance amending the Town of Addison Code of Ordinances, Section 78-165, permitting parking on the west side of Quorum Drive in the recessed parking spaces in the 15750 to 15900 blocks, and on the east side of Quorum Drive in the recessed parking spaces in the 15700 to 15900 blocks.

#2d - Consideration and approval of an ordinance amending the Town of Addison Code of Ordinances, Section 78-140, changing the maximum speed limit on Arapaho Road between Dallas Parkway and Addison Road to 35 MPH, and Arapaho Road between Surveyor Boulevard and Marsh Lane to 40 MPH.

#2e - Consideration and approval of a resolution authorizing the City Manager to enter into an agreement with Dallas County to receive reimbursement for major transportation capital improvement projects.

Item #R3 – Presentation of Non-Profit funding requests.

- Metrocrest Family Medical Clinic
- Metrocrest Chamber of Commerce
- DFW International
- The Family Place
- Communities in Schools
- Special Care & Career Services
- Senior Adult Services
- Metrocrest Social Services
- Dance Council
- WaterTower Theatre
- Richardson Symphony Orchestra

Attachments:

1. Council Agenda Item Overview
2. Summary of individual funding requests
3. Applications

Administrative Recommendation:

Administration recommends approval.

Item #R4 - Consideration and approval of a resolution appointing a member to the North Central Texas Council of Governments (NCTCOG) Regional Transportation Council.

Attachments:

1. Letter from Cynthia White, Chair, Regional Transportation Council
2. List of current and former Regional Transportation Council members.

Administrative Recommendation:

Administration recommends approval.

Item #R5 - **PUBLIC HEARING**, consideration of and approval of an ordinance amending the Code of Ordinances of the Town by

amending Appendix B, Subdivisions, by adding a new section, VII-A, regarding private street regulations and standards, on application from the Town of Addison.

Attachments:

1. Memorandum from Carmen Moran
2. Ordinance

Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on July 27, 2006, voted to recommend approval of the ordinance amending the subdivision ordinance in order to provide for private streets, as proposed by the staff.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura,
Meier, Wood

Voting Nay: None

Absent: None

Administrative Recommendation:

Administration recommends approval.

Item #R6 - Consideration and approval of a preliminary plat for 19 lots in a Planned Development district, located on approximately 2.4 acres at the southeast corner of Montfort Drive and Celestial Road, on application from Zachary Custom Builders, represented by Mr. Steven S. Crauford of Jones and Boyd.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on July 27, 2006, voted to recommend approval of the request on application from Zachary Custom Builders, subject to the following conditions:

- Plat meets closure requirements.

- Line designations are missing or unclear for the following lots and easements:
 - a. Lot 1, Block B
 - b. Lot 2, Block B
 - c. Loc 20, Block A
 - d. Lot 21, Block A
 - e. Private Access and Utility Easement
 - f. Drainage Easement
 - g. Sanitary Sewer Easement
- Show final plat without contour lines and proposed fence designation and notes.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura,
Meier, Wood

Voting Nay: None

Absent: None

Administrative Recommendation:

Administration recommends approval.

Item #R7 -

Consideration and approval of a replat for one lot of 15.574 acres, located at the northwest corner of the intersection of Addison Road and Sojourn Drive, on application from Trinity Christian Academy, represented by Paul E. Mannel of Vilbig and Associates, Inc.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on July 27, 2006, voted to recommend approval of the request on application from Trinity Christian Academy, subject to no conditions.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura,
Meier, Wood

Voting Nay: None

Absent: None

Administrative Recommendation:

Administration recommends approval.

Item #R8 -

Consideration and approval of a final development plan, with waivers, in the UC-Urban Center district, Commercial sub-district, located on 6.53 acres between Spectrum Drive and Dallas Parkway, just south of The Madison office building, on application from SNK Development, Inc., represented by Mr. Derrick Turnbull.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on July 27, 2006, voted to recommend approval of the request on application from SNK Development, Inc., subject to the following conditions:

Waiver 1 – Subsection C. *Setbacks.*

Commission recommends approval of the applicant's request for a minimum 5'-0" front yard with maximum 2'-0" projections into the required front yard for brick and stone pilasters and red columns at the corners of the buildings.

Waiver 2 – Subsection H *Exterior appearance.*

Commission recommends approval of the applicant's request for facades that are 65% brick or stone.

Commission recommends approval of the development plans subject to the following conditions:

-The 10-foot wide utility easement located south of the proposed street and adjacent to the Dallas Parkway shall be a minimum 15-feet wide.

- Final plans shall be signed and sealed by the engineer of record.
- Each drive approach along Spectrum Drive shall have a minimum curb return radius of ten feet.
- The trash receptacle, and driveway to service it, that is located at the northeast corner of the project site, shall be eliminated.
- Applicant shall furnish inlet design calculations and storm sewer pipe calculations for the site.
- Applicant shall furnish calculations for existing downstream storm sewer. Applicant must either prove that downstream storm sewer is adequate for post-developed flows or provide on-site detention.
- Plans shall be revised for Sheet 8 to show a note to lower exiting water line as shown on Sheet 7
- Plans shall be revised to show locations of irrigation meters.
- All domestic water services shall have backflow prevention devices.
- All Fire Services shall have a double-check detector assembly in a vault.
- Garage entrance/exit on Dallas Parkway shall be redesigned to provide for emergency vehicle exit only.
- A deceleration lane from Dallas Parkway into the proposed street that bisects the project shall be added to the plans.

Voting Aye: Chafin, Daseke, Gaines, Jandura
 Voting Nay: Bernstein, Meier, Wood
 Absent: None

Administrative Recommendation:

Administration recommends approval.

Item #R9 - Consideration and approval of a final plat of three lots on 6.536 acres, in the UC – Urban Center district, located between Spectrum Drive and Dallas Parkway, just south of The Madison

Item #R9 - Consideration and approval of a final plat of three lots on 6.536 acres, in the UC – Urban Center district, located between Spectrum Drive and Dallas Parkway, just south of The Madison office building, on application from Grantham & Associates, Inc., represented by Mr. Bruce Grantham.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on July 27, 2006, voted to recommend approval of the final plat on application from SNK Development, Inc. subject to the following conditions:

- Plat closure meets the minimum requirements.
- The plat shall be revised to indicate a 15-foot utility easement located south of the proposed street and adjacent to the Dallas Parkway. This additional width is needed to provide sufficient separation and work area for the proposed utility improvements.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura,
Meier, Wood

Voting Nay: None

Absent: None

Administrative Recommendation:

Administration recommends approval.

Item #R10 - **PUBLIC HEARING**, regarding, and consideration of approval of, an ordinance amending the Town's zoning from C-2 (Commercial-2) to PD (Planned Development) in order to provide for a multi-family residential development of approximately 300 units, and local retail uses, and approval of development plans, located on 7.37 acres at the southeast corner of the intersection of Addison Road and Keller Springs

Administrative Comment:

The applicant in this case has requested that the item be tabled until the August 22nd meeting. The Public Hearing needs to be continued until that date.

Item #R11 - Consideration of a resolution regarding certain matters pertaining to a Ground Lease at 4444 Westgrove Drive on Addison Airport between the Town of Addison, as Landlord, and ADS Air 2000, L.P. as Tenant, as follows: i) consent to an assignment of ground lease, ii) consent to an amendment to ground lease, iii) consent to the assumption of a leasehold mortgage.

Attachments:

1. Council Agenda Item Overview
2. Memorandum from Lisa Pyles
3. Exhibits 1-5

Administrative Recommendation:

Administration recommends approval.

Item #R12- Consideration and approval of a resolution appointing the City Secretary as the Public Information Coordinator for the Town of Addison.

Attachments:

1. Council Agenda Item Overview
2. Resolution

Administrative Recommendation:

Administration recommends approval.

Item #R13 - Consideration and approval of an appointment of an Addison resident for participation in the Leadership Metrocrest program.

Attachments:

1. Council Agenda Item Overview
2. Letter from Rita Moore
3. Citizen Academy List

Administrative Recommendation:

Administration recommends approval.

Adjourn Meeting

Posted 5:00 p.m.
August 3, 2006
Carmen Moran
City Secretary

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

Council Agenda Item: #WS1

There are no attachments for this item.

Council Agenda Item: #WS2

There are no attachments for this item.

Council Agenda Item: #WS3

There are no attachments for this item.

Council Agenda Item: #WS4

There are no attachments for this item.

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

July 11, 2006
6:00 p.m. – Town Hall
5300 Belt Line Road

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Mallory, Mellow,
Niemann

Absent: None

Item #WS1 – Utility Fund Long Term update.

No action taken.

Item #WS2 – Citizen Advisory Committees

No action taken.

Item #WS3 – Discussion of nomination of an Addison resident for participation in the Leadership Metrocrest program.

No action taken.

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Jeff Cockrill (Fire), Chris Deluna (Police), and Kimberly Bettis (City Manager).

Item #R2 - Consent Agenda.

Item #2a was considered separately.

#2b – Consideration and approval of a resolution to award bid to Smith Pump Company in the amount of \$34,979.00 for the replacement of recirculation pumps at Winnwood Park. (Approved – Resolution No. R06-059)

Councilmember Braun moved to duly approve the above listed item.
Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann
Voting Nay: None
Absent: None

#2a – Approval of the Minutes for the June 27, 2006 Council Meeting.

Councilmember Chow moved to duly approve the Minutes for the June

27, 2006 Council Meeting subject to corrections. Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann
Voting Nay: None
Absent: None

Item #R3 – **PUBLIC HEARING** regarding, and consideration of approval of, an ordinance amending the Town’s zoning from C-2 (Commercial-2) to PD (Planned Development) in order to provide for a multi –family residential development of approximately 300 units, and local retail uses, and approval of development plans, located on 7.37 acres at the southeast corner of the intersection of Addison Road and Keller Springs Road, on application from Woodmont Development, represented by Mr. Erik Earnshaw.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow announced that the public hearing would be continued to the August 8, 2006 meeting.

Councilmember Niemann duly moved to table this item to the August 8, 2006 meeting. Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann
Voting Nay: None
Absent: None

Item #R4 – **PUBLIC HEARING**, regarding, and consideration of approval of, a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located at 4816 Belt Line Road, on application from Ms. Selim Cevirgen.

Mayor Chow opened the meeting as a public hearing.

Stanley Peskind, property owner, spoke in support of the request.

There were no other questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Niemann duly moved to approve a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located at 4816 Belt Line Road, on application from Ms. Selim Cevirgen subject to the following condition:

-All missing plant material shown on the most recent landscape plan that the staff has on file will need to be replaced prior to the issuance of a Certificate of Occupancy

for the space. In addition, a freeze and rain sensor must be installed on the irrigation system, if it is not already installed.

-all signs for the restaurant must comply with the requirements of the Addison Sign Ordinance. In addition, the applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in exterior signs.

-the applicant shall be allowed 200 square feet of patio space if he chooses to add a patio at a later date.

Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann
Voting Nay: None
Absent: None

Item #R5 – Consideration and approval of an Ordinance granting meritorious exception to Sec. 62-163, Area of Signs, for Majestic Fine Wines & Spirits located at 14733 Inwood Road.

Councilmember Braun duly moved to approve Ordinance No. 006-032 granting meritorious exception to Sec. 62-163, Area of Signs, for Majestic Fine Wines & Spirits located at 14733 Inwood Road, subject to the following conditions:

-to allow a sign on the east façade with letters 28” in height and an area of approximately 102.5 square feet

-LED lighting to accent building elements

Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow
Voting Nay: Niemann
Absent: None

Item #R6 - Consideration and approval of an Ordinance granting meritorious exception to Sec. 62-186, Monument Signs, for Majestic Fine Wines & Spirits located at 14733 Inwood Road.

Councilmember Mallory duly moved to approve Ordinance No. 006-033 granting meritorious exception to Sec. 62-186, Monument Signs, for Majestic Fine Wines & Spirits located at 14733 Inwood Road. Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow

Voting Nay: Niemann
Absent: None

Item #R7 – Consideration of a resolution regarding certain matters pertaining to a Ground Lease at 15809 Addison Road on Addison Airport between the Town of Addison, as Landlord, and Omniflight Helicopters, Inc., as Tenant, as follows: i) consent to an assignment of ground lease, ii) consent to a sublease agreement, iii) grant a perpetual and permanent right-of-way easement to the Town.

Councilmember Niemann duly moved to approved Resolution No. R06-060 approving a Ground Lease at 15809 Addison Road on Addison Airport between the Town of Addison, as Landlord, and Omniflight Helicopters, Inc., as Tenant, as follows: i) consent to an assignment of ground lease, ii) consent to a sublease agreement, iii) grant a perpetual and permanent right-of-way easement to the Town, subject to corrections. Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann
Voting Nay: None
Absent: None

Item #R8 – Consideration and approval authorizing the City Manager to expend funds for the rescheduling of the Kaboom Town fireworks show.

Mayor Chow opened the meeting as a courtesy public hearing.

Robert Jacoby, 4016 Rive Lane, asked if the Council had considered other dates.

There were no other questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Kraft duly moved to authorize the City Manager to expend funds in the amount of \$154,163 for the rescheduling of the Kaboom Town fireworks show. Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Niemann
Voting Nay: Mellow
Absent: None

There being no further business before the Council, the meeting was adjourned.

Mayor

Attest:

City Secretary

Council Agenda Item: #2b

SUMMARY:

This item is to reject all bids submitted for Miscellaneous Pavement Markings Bid No. 06-26.

FINANCIAL IMPACT:

Budgeted Amount: \$0

Cost: \$0

This project is funded for 2006 in the Street Department Operations Budget.

BACKGROUND:

Staff identified 36 locations in Town in need of pavement marking enhancements, and estimated these marking would cost anywhere from \$20,000 to \$25,000.

A total of 98 vendors were notified of the project and six companies picked up specifications.

On July 18, 2006 two bids were received and opened. The low bid (\$25,023.04) was submitted by BTA Services, Ltd. However, this bid was not signed and the bidder was disqualified. The second bid (\$58,693.35) was submitted by Striping Technology, L.P. Staff considers this amount to be excessive.

Staff intends to make a minor reduction in the scope of the project and seek new bids.

RECOMMENDATION:

Staff recommends Council reject all bids for this project.

Miscellaneous Pavement Markings

Bid No. 06-26

DUE: July 18, 2006

2:00 PM

BIDDER	Signed	Total Bid
Striping Technology, L.P.	Y	\$58,693.35
BTA Services, Ltd.	N	Disqualified*

*Disqualified because bid not signed.

Katie H. Roller

Katie H. Roller, Management Analyst

Shanna N. Sims

Witness

Council Agenda Item: #2c

SUMMARY:

This item is an Amendment to the Town of Addison Code of Ordinances, Section 78-165, permitting parking on the west side of Quorum Drive in the recessed parking spaces in the 15750 to 15900 blocks, and on the east side of Quorum Drive in the recessed parking spaces in the 15700 to 15900 blocks.

FINANCIAL IMPACT:

Budgeted Amount: \$0.00

Cost: \$0.00

This project requires no Town funding

BACKGROUND:

Currently, overnight parking in the recessed parking spaces on Quorum Drive is prohibited (2:00 a.m. to 6:00 a.m.) to insure available street parking to the businesses north and south of Addison Circle. These retail establishments end at Goodman Avenue (15750 block) on the west side of Quorum Drive, and at Morris Avenue (15700 block) on the east side of Quorum Drive.

In the absence of any need for retail customer parking on Quorum Drive north of Goodman Avenue on the west side, and Morris Avenue on the east side, these recessed parking spaces can be available for parking for Centex Homes, Fairfield Residential, and any future housing developments up to Airport Parkway.

RECOMMENDATION:

Staff recommends amending Section 78-165, of the Code of Ordinances, permitting parking on the west side of Quorum Drive in the recessed parking spaces in the 15750 to 15900 blocks, and on the east side of Quorum Drive in the recessed parking spaces in the 15700 to 15900 blocks.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING SECTION 78-165 OF THE CODE OF ORDINANCES OF THE TOWN, WHICH SECTION DESIGNATES CERTAIN NO PARKING AND PERMITTED PARKING AREAS, BY ADDING A PORTION OF QUORUM DRIVE DESIGNATED HEREIN TO THE TABLE OF STREETS WHERE THE STOPPING, STANDING OR PARKING OF VEHICLES IS ALLOWED; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. Amendment. Chapter 78 ("Traffic and Vehicles") of the Code of Ordinances (the "Code") of the Town of Addison, Texas (the "City") is hereby amended in the following particulars, and all other chapters, articles, sections, paragraphs, sentences, phrases, and words of the Code are not amended but are hereby:

A. Section 78-165 of the said Chapter 78 is hereby amended by adding to the table set forth in subsection (b) thereof a reference to the 15750 block to the 15900 block of Quorum Drive (recessed parallel parking spaces, west side of Quorum Drive) and to the 15700 block to the 15900 block of Quorum Drive (recessed parallel parking spaces, east side of Quorum Drive), so as to allow at all times (except as provided in the said table) the stopping, standing and parking of vehicles on the said portions of Quorum Drive. In accordance therewith, Section 78-165 is amended to read as follows:

Sec. 78-165. Designation of no parking and permitted parking areas.

(a) No stopping, standing or parking of vehicles shall be allowed at the following locations: On all public streets within the town limits of the town.

(b) Notwithstanding the provisions of subsection (a) of this section, stopping, standing or parking shall be allowed at the following locations, except during the following stated times:

TABLE INSET:

Street	Extent	Prohibited Times
Addison Circle	4800—5100	2:00 a.m. to 6:00 a.m.
Azure Lane	3800—4200	2:00 a.m. to 6:00 a.m.
Bedivere Court	14700	2:00 a.m. to 6:00 a.m.

Bentwater Court	14000	2:00 a.m. to 6:00 a.m.
Beau Park Lane	14500—14700	2:00 a.m. to 6:00 a.m.
Bobbin Lane	4000	2:00 a.m. to 6:00 a.m.
Brookwood Lane	3700—4000	2:00 a.m. to 6:00 a.m.
Brookwood Lane	14500—14700	2:00 a.m. to 6:00 a.m.
Buckingham Court	14700	2:00 a.m. to 6:00 a.m.
Canot Lane	3800	2:00 a.m. to 6:00 a.m.
Camden Lane	3700	2:00 a.m. to 6:00 a.m.
Chancey Street	14000	2:00 a.m. to 6:00 a.m.
Chatham Court Drive	3700—3900	2:00 a.m. to 6:00 a.m.
Dome Drive	4000	2:00 a.m. to 6:00 a.m.
Heritage Lane	14000	2:00 a.m. to 6:00 a.m.
Lakecrest Drive	14000	2:00 a.m. to 6:00 a.m.
Lakeview Court	3800	2:00 a.m. to 6:00 a.m.
Lakeway Court	3700—3900	2:00 a.m. to 6:00 a.m.
Leadville Place	4100	2:00 a.m. to 6:00 a.m.
Lexus Avenue	14000	2:00 a.m. to 6:00 a.m.
LeGrande Drive	14700--14900	2:00 a.m. to 6:00 a.m.
Les Lacs Avenue	14800	2:00 a.m. to 6:00 a.m.
Lochinvar Court	14700	2:00 a.m. to 6:00 a.m.
Lochinvar Drive	14700	2:00 a.m. to 6:00 a.m.
Maiden Court	14700	2:00 a.m. to 6:00 a.m.
Meadowcreek Circle	3700—3900	2:00 a.m. to 6:00 a.m.
Mildred Street	4800—5000	2:00 a.m. to 6:00 a.m.
Morman Lane	3900—4000	2:00 a.m. to 6:00 a.m.
Morris Avenue	4900—5100	2:00 a.m. to 6:00 a.m.
Oaks North Drive	14800—15000	2:00 a.m. to 6:00 a.m.

Oaks North Place	14800	2:00 a.m. to 6:00 a.m.
Old Town Road	4000	2:00 a.m. to 6:00 a.m.
Paladium Drive	14800	2:00 a.m. to 6:00 a.m.
Park Place	3700—3900	2:00 a.m. to 6:00 a.m.
Plage Lane	14000	2:00 a.m. to 6:00 a.m.
Pokolodi Circle	4100	2:00 a.m. to 6:00 a.m.
Proton Drive	14800	2:00 a.m. to 6:00 a.m.
Quorum Drive	15450—15750	2:00 a.m. to 6:00 a.m. (west and east sides of street)
<u>Quorum Drive</u>	<u>15750—15900 (west side of the street, recessed parallel parking spaces only)</u>	<u>There are no prohibited times; stopping, standing or parking is allowed at all times</u>
<u>Quorum Drive</u>	<u>15700—15900 (east side of the street, recessed parallel parking spaces only)</u>	<u>There are no prohibited times; stopping, standing or parking is allowed at all times</u>
Ridgelake Court	3800	2:00 a.m. to 6:00 a.m.
Rive Lane	3900—4200	2:00 a.m. to 6:00 a.m.
Rush Circle	4100	2:00 a.m. to 6:00 a.m.
Sherlock Drive	14700	2:00 a.m. to 6:00 a.m.
Sherry Lane	4000	2:00 a.m. to 6:00 a.m.
Sopras Circle	14800	2:00 a.m. to 6:00 a.m.
Trafalgar Court	14900	2:00 a.m. to 6:00 a.m.
Vintage Lane	14000	2:00 a.m. to 6:00 a.m.
Waterford Drive	3700—3900	2:00 a.m. to 6:00 a.m.
Waterside Court	3700—3900	2:00 a.m. to 6:00 a.m.
Waterview Circle	14000	2:00 a.m. to 6:00 a.m.
Wayside Court	14000	2:00 a.m. to 6:00 a.m.
Weller Run Court	3800	2:00 a.m. to 6:00 a.m.
Winter Park	4000	2:00 a.m. to 6:00 a.m.

Lane		
Woodshadow Lane	14500—14700	2:00 a.m. to 6:00 a.m.
Woodshadow Lane	3700	2:00 a.m. to 6:00 a.m.

Section 2. Savings. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance.

Section 3. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, and the City Council hereby declares that it would have passed such remaining portion of this Ordinance despite such invalidity, which remaining portion shall remain in full force and effect.

Section 4. Effective Date. This Ordinance shall become effective from and after its passage, and any publication as may be required by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this ___ day of _____, 2006.

Joe Chow, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

Amendment to
Code of Ordinances
Section 78-165



Proposed Area
Allowing Overnight
Parking

Overnight Parking
Prohibited
(2:00 am - 6:00 am)



Council Agenda Item: #2d

SUMMARY:

This item is an Amendment to the Town of Addison Code of Ordinances, Section 78-140, changing the maximum speed limit on Arapaho Road between Dallas Parkway and Addison Road to 35 MPH, and Arapaho Road between Surveyor Boulevard and Marsh Lane to 40 MPH.

FINANCIAL IMPACT:

Budgeted Amount: \$0.00

Cost: \$0.00

This project requires no Town funding

BACKGROUND:

In May 2006, the Town Council approved an Ordinance increasing the speed limit on Arapaho Road between Addison Road and Surveyor Boulevard from 35MPH to 40MPH. At that time the Council asked staff to review the speed limit on the other two sections of Arapaho Road.

Staff hired Lee Engineering to conduct an analysis of vehicle speeds on the east and west segments of Arapaho Road. Their findings support increasing the speed limit on Arapaho Road from Dallas Parkway to Addison Road from 30MPH to 35MPH and from Surveyor Boulevard to Marsh Lane from 30 MPH to 40MPH.

RECOMMENDATION:

Staff recommends amending Section 78-140, of the Code of Ordinances, increasing the maximum speed limit on Arapaho Road from Dallas Parkway to Addison Road to 35 MPH, and from Surveyor Boulevard to Marsh Lane to 40 MPH.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS ALTERING THE PRIMA FACIE SPEED LIMIT ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTION 545.356 OF THE TEXAS TRANSPORTATION CODE AND SECTION 78-133 OF THE CODE OF ORDINANCES OF THE TOWN ON ARAPAHO ROAD, BETWEEN DALLAS PARKWAY AND ADDISON ROAD AND BETWEEN ADDISON ROAD AND MARSH LANE, WITHIN THE TOWN; AMENDING SECTION 78-140 OF THE CODE OF ORDINANCES BY CHANGING THE MAXIMUM SPEED LIMIT ON THE FIRST OF SUCH ROAD SEGMENTS TO 35 MILES PER HOUR AND ON THE SECOND OF SUCH ROAD SEGMENTS TO 40 MILES PER HOUR; PROVIDING FOR THE POSTING OF SIGNS; PROVIDING THAT A PERSON VIOLATING THIS ORDINANCE SHALL BE FINED, UPON CONVICTION, IN AN AMOUNT NOT LESS THAN ONE DOLLAR (\$1.00) OR MORE THAN TWO HUNDRED DOLLARS (\$200.00); PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of a municipality shall determine upon the basis of an engineering and traffic investigation that any prima facie speed limit is unreasonable or unsafe on a street or portion thereof within the municipality, taking into consideration the width and condition of the pavement, the usual traffic at the affected area, and other circumstances, the governing body may alter by ordinance the prima facie speed limit established by State law and determine and declare a reasonable and safe prima facie speed limit upon that street or portion thereof; and

WHEREAS, Section 78-131 of the Code of Ordinances of the Town of Addison, Texas (the "City") provides that the Town's Director of Public Works shall determine, on the basis of engineering and traffic surveys, investigation and study, reasonable and safe maximum speed limits for each street within the City and submit recommendations based on such survey and investigation to the City Council; and

WHEREAS, Section 78-133 of the Code of Ordinances provides that, on the basis of the recommendation of the Director of Public Works, the City Council may alter the prima facie maximum and minimum speed limits established by state law and Chapter 78 of the Code of Ordinances as the City Council may deem necessary; and

WHEREAS, the City Council, on the basis of an engineering and traffic investigation and upon the recommendation of the Director of Public Works, desires to alter the State established prima facie speed limit on Arapaho Road (i) from Marsh Lane (3700 block) to Addison Road (4800 block), and (ii) from Addison Road (4800 block) to Dallas Parkway (5100 block), and determine and declare a reasonable and safe prima facie speed limit upon such portions of Arapaho Road as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

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

Section 2. Amendment. Section 78-140 of Chapter 78 of the Code of Ordinances of the Town of Addison, Texas (the "City") is hereby amended as set forth in Exhibit A attached hereto and incorporated herein for all purposes, and all other chapters, articles, sections, subsections, phrases and words of the said Code are not amended but are hereby ratified and confirmed:

Section 3. Basis for Amendment; Posting Signs. The amendments made by this Ordinance and the alteration of the maximum prima facie speed limit is based upon an engineering and traffic investigation and recommendation of the Public Works Director of the City in accordance with State law and the Code of Ordinances. The Director of Public Works of the City is hereby authorized and directed to post appropriate signs in conspicuous places indicating and giving notice to motorists of such speed.

Section 4. Penalty. It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount of not less than One Dollar (\$1.00) nor more than Two Hundred Dollars (\$200.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

Section 5. Savings. This Ordinance shall be cumulative of all other ordinances of the City affecting speed limits and vehicles and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance.

Section 6. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 7. Effective Date. This Ordinance shall take effect upon the adoption and publication hereof in accordance with law, and upon the posting of signs giving notice of the speed limit established herein as set forth in Section 2 hereof.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the ____ day of _____, 2006.

Joe Chow, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

EXHIBIT A
to Ordinance No. _____

Amendment to Section 78-140, Code of Ordinances

Section 78-140 of the Code of Ordinances is amended to read as follows:

Sec. 78-140. Streets other than school zone streets.

A person commits an offense if he operates or drives a vehicle on the following designated streets at a speed faster than the speed designated by this section for that street or portion of that street, and any speed in excess of the limit provided in this section shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful.

<i>Street</i>	<i>Extent</i>	<i>Speed(mph)</i>
Addison Circle	From Quorum Drive eastbound to Dallas Parkway being the 5000 block through the 5100 block	20
Addison Road	From the north right-of-way line of Belt Line Road to the northern town limits on Addison Road and being the 15100 block through the 17300 block of Addison Road, except as provided in section 78-138	40
Airport Parkway	Between Addison Road and Dallas Parkway being the 4800 block through the 5100 block of Airport Parkway	40
<u>Arapaho Road</u>	<u>From Marsh Lane (3700 block) to Addison Road (4800 block)</u>	<u>40</u>
Arapaho Road	<u>From Addison Road (4800 block) to Dallas Parkway (5100 block)</u> Between Surveyor Boulevard and Addison Road, being the 4000 block through the 4700 block of Arapaho Road	35 40
Bellbrook Drive	The 14800 block through the 14925 block of Bellbrook Drive	20
Bellbrook Way	The 14800 block through the 1925 block of Bellbrook Way	20
Belt Line Road	From the east town limits to the west town limits and being the 3700 block through the 5200 block of Belt Line Road	40
Celestial Road	The 5300 block through the 5600 block of Celestial Road	20
Dallas Parkway	The 14300 block through the 16000 block of Dallas Parkway	40
Hampton Court	The 14809 block through the 14818 block of Hampton	20

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	Court	
Havenshire Place	The 14901 block through the 14933 block of Havenshire Place	20
Inwood Road	From the south town limits to the south right-of-way line of Belt Line Road and being the 14600 block through the 15000 block of Inwood Road	35
Keller Springs Road	Between Addison Road and Dallas Parkway being the 4800 block through the 5100 block of Keller Springs Road	40
Knots Landing	17000 block of Knots Landing	10
Lake Forest Drive	The 14900 block through the 15000 block of Lake Forest Drive	20
Lewis Place	From McEntire Place to Addison Circle being the 15500 block through the 15650 block of Lewis Place	20
Marsh Lane	From the north right-of-way of Belt Line Road to the north town limits and being the 15100 block through the 15200 block of Marsh Lane	40
Marsh Lane	From the south town limits to the south right-of-way of Belt Line Road and being the 13900 block through the 15000 block of Marsh Lane	35
McEntire Place	From Quorum Drive eastbound to Spectrum Drive being the 5000 block through the 5100 block of McEntire Place	20
Midway Road	From the south town limits to the north town limits and being the 14000 block to the 16800 block of Midway Road	40
Mildred Place	From Addison Circle to Morris Avenue being the 15600 block through the 15700 block of Mildred Place	20
Morris Avenue	The 4900 block through the 5100 block of Morris Avenue	20
Oaks North Drive	The 14800 block through the 14900 block of Oaks North Drive	20
Paladium Drive	Between Montfort and Oaks North Drive being the 14800 block of Paladium Drive	20
Planters Row	17000 block of Planters Row	10
Quorum Drive	Between Belt Line Road and Westgrove Drive being the 15100 block through the 16400 block of Quorum Drive	30
Sojourn Place	Between Westgrove Drive and Windward Lane being the 4200 block to the 4400 block of Sojourn Place	10
Southfork Drive	Between Westgrove Drive and Windward Lane being the	10

	4200 block to the 4400 block of Southfork Drive	
Spring Valley Road	Between Midway Road and Marsh Lane and being the 3600 block through the 4100 block of Spring Valley Road, except as provided in section 78-138	35
Upper Bay Road	17000 block of Upper Bay Road	10
Vinland Drive	17000 block of Vinland Drive	10
Westgrove Drive	Between Addison Road and north town limit line being the 4600 block to the 17200 block of Westgrove Drive	40
Windward Lane	17000 block of Windward Lane	10
Winnwood Road	The 14500 block through the 15000 block of Winnwood Road	20



3030 LBJ FREEWAY
SUITE 1660
DALLAS, TEXAS 75234
972/248-3006 FAX 972/248-3855
TOLL FREE 888/298-3006

LEE ENGINEERING

June 19, 2006

Mr. Robin Jones
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

Re: *Arapaho Road Speed Zoning*

Mr. Jones:

Lee Engineering has conducted an analysis of vehicular speeds along Arapaho Road within the Town of Addison. This letter report presents the results of our study.

Speed zone studies were performed along the following two sections of Arapaho Road:

- East Segment – between Dallas North Tollway and Addison Road
- West Segment – between Surveyor Boulevard and Marsh Lane.

The existing posted speed limit along Arapaho Road on both the East Segment and West Segment is 30 miles per hour (mph). Along the East Segment Arapaho Road is a six-lane divided roadway between the Dallas North Tollway and Quorum Drive. Arapaho Road is a four-lane divided roadway between Quorum Drive and Addison Road.

On the West Section between Surveyor Boulevard and Marsh Lane Arapaho Road is a four-lane divided roadway. The East Segment and West Segment is separated by the new Arapaho Road extension and bridge over Midway road. This extension has been recently posted at 40 mph.

SPEED DATA

A spot speed study was performed along Arapaho Road within the existing posted 30 mph speed zone. Lee Engineering operated three spot speed check stations for each travel direction. The date, time, and location of spot speeds check stations along Arapaho Road are presented in Table 1.

Table 1: Spot Speed Check Locations – North White Chapel Boulevard

<i>EAST SEGMENT</i>					
Date	Start Time	Stop Time	Existing Limit	Location	Site #
6/15/06	1805	1845	30	200' East of Spectrum	1,2
6/15/06	1720	1800	30	240' East of Edwin Lewis	3,4
<i>WEST SEGMENT</i>					
Date	Start Time	Stop Time	Existing Limit	Location	Site #
6/14/06	1620	1705	30	150' East of Commercial	5,6

Spot speeds for Arapaho Road were measured using a handheld LIDAR speed measurement device and speed data was recorded at each location until two hours of data collection was performed or the sample size exceeded the 125 vehicle minimum. Only free-flowing vehicle speeds were measured, and all measurements were performed during day light and good weather. Table 2 presents the spot speed results for each check station. Data sheets for each study site are attached to this letter.

Table 2: Spot Speed Study Results

<i>EAST SEGMENT</i>						
Direction	Arapaho Road Location	Site	Total Vehicles	85 th Percentile	Mean	Mode
EB	200' East of Spectrum	1	136	40	36.4	35
WB	200' East of Spectrum	2	131	39	35.6	33
EB	240' East of Edwin Lewis	3	145	37	34.1	30
WB	240' East of Edwin Lewis	4	146	39	35.0	30
<i>WEST SEGMENT</i>						
Direction	Arapaho Road Location	Site	Total Vehicles	85 th Percentile	Mean	Mode
EB	150' East of Commercial	5	148	40	35.9	37
WB	150' East of Commercial	6	161	42	37.7	37

TxDOT *Procedures for Establishing Speed Zones* indicate that the speed limit for a section of roadway is typically set based upon the 85th percentile spot speed rounded to the nearest 5 mph increment. For instance, a speed limit established based on Site 5's 85th percentile speed would likely be 40 mph. Other factors such as geometric constraints, driveway density, development density and crash history can be used to establish a speed zone at a speed lower than the rounded 85th percentile value.

CONCLUSION

The spot speed data collected indicate that the existing 30 mph limit is significantly lower than the 85th percentile speed at all speed check locations. Based on this data we recommend the following speed zone revisions along Arapaho Road.

EAST SEGMENT

While the 85th percentile speeds support increasing the speed limit along Arapaho Road between Addison Road and the Dallas North Tollway to 40 mph, Lee Engineering recommends the limit only be raised to 35 mph based on the following factors:

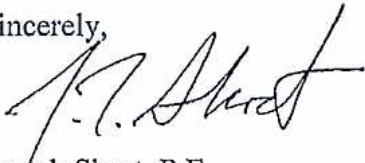
- Four signalized intersections within approximately 1600 feet.
- Pedestrian activity associated with the DART transit center located between Edwin Lewis and Quorum Drive.

WEST SEGMENT

Based on the results of our data collection and field visits to the area, Lee Engineering recommends that the speed limit along Arapaho Road between Surveyor Boulevard and Marsh Lane be raised to 40 mph. This area contains less dense development than the East Segment and provides speed limit consistency with the new Arapaho Road extension that is of similar character to this segment of Arapaho Road.

If you have any questions about this letter, please feel free to call me at your convenience at 972.248.3006.

Sincerely,



Joseph Short, P.E.
Vice-President

1,2

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Date: 6/15/06 County: DALLAS Hwy: ARAPAHO Location: 200 ft east of Spectrum
Time: (from) 6:05 (to) 6:45 Weather: clear

Surface Type: CONCRETE Surface Condition: Wet or Dry / Smooth or Rough

M.P.H.	AUTOMOBILES		Cumulative Total	AUTOMOBILES		Cumulative Total	TRUCKS & BUSES		M.P.H.
	Direction:			Direction:			Direction:	Direction:	
	<u>eastbound</u>			<u>westbound</u>					
>75									>75
74									74
73									73
72									72
71									71
70									70
69									69
68									68
67									67
66									66
65									65
64									64
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54									54
53									53
52									52
51									51
50			136						50
49									49
48									48
47			134			131			47
46									46
45			133			130			45
44			130			129			44
43						127			43
42			125			126			42
41			124			122			41
40			120			117			40
39			111			111			39
38			99			104			38
37			87			87			37
36			74			76			36
35			64			66			35
34			46			60			34
33			37			46			33
32			21			29			32
31			16			20			31
<30			8			14			<30
Total Automobiles:			136	Total Automobiles:			131		
85th Percentile Automobile:			116	85th Percentile Automobile:			111		
85th Percentile Speed (m.p.h.):			40	85th Percentile Speed (m.p.h.):			39		

edwin
Lewis
@
Spectrum
always
plague

3.4

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Date: _____ County: DALLAS Hwy: ARAPAHO Location: 240 ft east of Edwin Lewis
Time: (from) 5:20 (to) 6:00 Weather: clear

Surface Type: CONCRETE Surface Condition: Wet or Dry / Smooth or Rough

M.P.H.	AUTOMOBILES		Cumulative Total	AUTOMOBILES		Cumulative Total	TRUCKS & BUSES		M.P.H.
	Direction:			Direction:			Direction:	Direction:	
	<u>east bound</u>			<u>west bound</u>					
>75									>75
74									74
73									73
72									72
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56			1			146			56
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50									50
49									49
48									48
47									47
46						145			46
45			144			143			45
44			144			142			44
43						140			43
42			143			139			42
41			142			137			41
40			141			136			40
39			139			128			39
38			132			118			38
37			125			111			37
36			110			105			36
35			98			88			35
34			84			78			34
33			66			61			33
32			48			45			32
31			38			31			31
<30			27			16			<30
Total Automobiles:			145	Total Automobiles:			146		
85th Percentile Automobile:			123	85th Percentile Automobile:			124		
85th Percentile Speed (m.p.h.):			37	85th Percentile Speed (m.p.h.):			39		

Recorder _____

516

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Date: 5/14 County: DALLAS Hwy: ARAPAHO Location: 150' EAST OF COMMERCIAL

Time: (from) 4:20 PM (to) 5:05 Weather: CLEAR

Surface Type: CONCRETE Surface Condition: Wet or Dry / Smooth or Rough

M.P.H.	AUTOMOBILES		Cumulative Total	AUTOMOBILES		Cumulative Total	TRUCKS & BUSES		M.P.H.
	Direction: <u>EAST BOUND</u>			Direction: <u>WEST BOUND</u>			Direction:	Direction:	
>75									>75
74									74
73									73
72									72
71									71
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51						161			51
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49									49
48						160			48
47						159			47
46						158			46
45			148			154			45
44			146			148			44
43			144			142			43
42			143			140			42
41			137			128			41
40			132			117			40
39			123			106			39
38			113			91			38
37			105			76			37
36			83			60			36
35			68			48			35
34			52			41			34
33			38			33			33
32			32			26			32
31			22			16			31
<30			12			11			<30
Total Automobiles:		148	Total Automobiles:		161				
85th Percentile Automobile:		126	85th Percentile Automobile:		137				
85th Percentile Speed (m.p.h.):		40	85th Percentile Speed (m.p.h.):		42				

Council Agenda Item: #2e

SUMMARY:

This item is consideration of a County of Dallas, Supplemental Agreement to the Master Agreement Governing Transportation Major Capital Improvement Projects.

FINANCIAL IMPACT:

Budgeted Amount: \$0.00

Cost: \$0.00

This agreement provides for reimbursement of \$72,847.10.

BACKGROUND:

At the September 14, 2004 Council meeting, Town staff was authorized to purchase (\$142,605) vehicle video detection equipment for all Belt Line Road signalized intersections. This was just prior to the milling and resurfacing of Belt Line Road, and was designed to replace the signal loops recessed in the pavement that would be destroyed by the resurfacing project.

In addition to the \$142,605 authorized by Council, Staff spent \$2,239.20 on camera mounting hardware and \$15,850 to have all the equipment installed. The total cost of the project came to \$160,694.20.

As this project developed, staff requested Dallas County participation in the cost. They offered a fifty percent match for the Belt Line Road vehicle video detection system.

The attached agreement formalizes this commitment, and accepts Dallas County financial participation. With the completion of this agreement, Dallas County will reimburse the Town fifty percent (\$80,347.10) minus \$7,500 for In-House Project Delivery cost, for a payment of \$72,847.10.

RECOMMENDATION:

Staff recommends Council authorize the City Manager to enter into the County of Dallas Supplemental Agreement to the Master Agreement Governing Transportation Major Capital Improvement Projects, and receive financial participation of \$72,847.10 from Dallas County.

STATE OF TEXAS §

COUNTY OF DALLAS §

**SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT GOVERNING
TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS
(PROJECT SPECIFIC AGREEMENT)**

THIS SUPPLEMENTAL AGREEMENT to the MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS (“MASTER AGREEMENT”) is made by and between the **Town of Addison**, Texas, hereinafter called “TOWN”, and the **County of Dallas**, Texas, hereinafter called “COUNTY”, acting by and through its duly authorized officials, for the purpose of Transportation Improvements on **BELT LINE ROAD** inside Dallas County, which is on the North Central Texas Council of Government’s Regional Thoroughfare Plan.

Article I. INCORPORATED DOCUMENTS

This SUPPLEMENTAL AGREEMENT incorporates the MASTER AGREEMENT authorized by Court Order 2002-1375 dated August 15, 2002.

Article II. EFFECTIVE DATE

This SUPPLEMENTAL AGREEMENT becomes effective when signed by the last party whose signing makes the respective agreement fully executed (The “Effective Date”).

Article III. FISCAL FUNDING

Notwithstanding anything to the contrary herein, the AGREEMENT is expressly contingent upon the availability of COUNTY funding for each item and obligation contained herein. TOWN shall have no right of action against the County of Dallas as regards this AGREEMENT, specifically including any funding by COUNTY of the Project in the event that the COUNTY is unable to fulfill its obligations under this AGREEMENT as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this AGREEMENT or failure of any funding party to budget or authorize funding for this AGREEMENT during the current or future fiscal years. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this AGREEMENT is expressly contingent upon the availability of TOWN funding for each item and obligation contained herein. COUNTY shall have no right of action against the TOWN as regards this AGREEMENT, specifically including any funding by TOWN of the Project in the event that the TOWN is unable to fulfill its obligations under the AGREEMENT as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this AGREEMENT during the current or future fiscal years. In the event that payment or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article IV. THE TOWN COVENANTS AND AGREES AS FOLLOWS:

- A. To make the installation of all traffic signal controllers and cabinets and video detection on Belt Line Rd. (Marsh Ln. to Quorum Dr.);
- B. To assure that the latest MUTCD standards are met;
- C. City will maintain the system without cost to the County.

Article V. COUNTY AGREES AS FOLLOWS:

- A. To participate in project funding, up to a maximum of 50% of the project cost amount (\$160,694.20) for the signal equipment replacement on Belt Line Rd. in the amount of \$80,347.10 minus \$7500.00 in *In-House Project Delivery* (IHPD) cost for a payment of \$72,847.10.

The Town of Addison, State of Texas, has executed the Agreement pursuant to duly authorization Town Resolution _____, Minutes _____ dated the _____ day of _____, 2006.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2006.

COUNTY OF DALLAS

By: _____
MARGARET KELIHER
COUNTY JUDGE

APPROVED AS TO FORM:

Bob Schell, Assistant District Attorney
Civil Section

TOWN OF ADDISON

APPROVED AS TO FORM:

TOWN OF ADDISON

BY: _____

BY: _____

ATTEST

BY: _____

Council Agenda Item: #R3

SUMMARY:

For the Council to hear the presentations made by the non-profit agencies that are seeking grant funds for FY 2006/07.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The non profit agencies have been asked to come before the Council to make a presentation regarding their activities for the funds that are being requested. Due to the number of agencies, we have requested that these agencies keep their comments to no more than 5-6 minutes.

The exception is the Richardson Symphony Orchestra in which they are seeking funds for the first time this year. We have asked the RSO to introduce themselves to the Council and to explain (within 15 minutes) their grant proposal for FY 06/07. In addition, staff requested that RSO develop their proposal in an a la carte fashion to see what programs could be financially feasible.

At the August 22 Council meeting, the City Manager will forward his funding recommendation to the Council for inclusion in the final budget.

AGENCY	FY 2002/03 Funding	FY 2003/04 Funding	FY 2004/05 Request	FY 2004/05 Funded	FY 2005/06 Funded	FY 2006/07 Request	FY 2005/06 City Manager's Rec.	Grant Approved by City Council for FY 2005/06
GENERAL FUND:								
Metrocrest Family Medical Clinic	\$0	\$0	\$2,000	\$0	\$2,000	\$2,000		
Metrocrest Chamber of Commerce	\$9,000	\$9,000	\$10,000	\$9,000	\$10,000	\$10,000		
DFW International	\$0	\$0	\$0	\$0	\$0	\$7,500		
The Family Place	\$5,000	\$5,000	\$10,000	\$5,000	\$5,000	\$10,000		
Communities in Schools	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000		
Special Care & Career Services	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000		
Senior Adult Services	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000		
Metrocrest Social Services	\$15,000	\$15,000	\$20,000	\$15,000	\$30,000	\$20,000		
SUBTOTAL	\$89,000	\$89,000	\$102,000	\$89,000	\$107,000	\$109,500		
HOTEL FUND:								
Dance Council	\$6,600	\$6,600	\$6,600	\$6,600	\$6,600	\$9,000*		
WaterTower Theatre	\$380,000	\$380,000	\$390,000	\$380,000	\$380,000	\$390,000**		
WaterTower Theatre and Dallas Wind Symphony	\$0	\$0	\$0	\$0	\$0	***\$75,100		
Rishardson Symphony Orchestra	\$0	\$0	\$0	\$0	\$0	\$192,189*		
Other Sources No longer Funded	\$23,700	\$35,000	\$61,800	\$30,000	\$0	\$0		
SUBTOTAL	\$410,300	\$421,600	\$458,400	\$416,600	\$386,600	\$666,289		

Note: Metrocrest Social Services one-time additional funding of \$15,000 for a total of \$30,000 in FY 2005/06

This table identifies each of the non-profit agencies requesting funds from the Town.

* submitted multiple applications, this number represents the total amount requested. For a breakdown by activity, see the following page.

**This amount represents \$240,000 in direct funding, and \$150,000 in matching funding

***This proposal ranges in price depending on how the production would be done. See following page and attached letter in packet.

Organization	Amount Requested	Purpose of funding
Dance Council	<p>\$6,800</p> <p>\$2,200</p>	<p>Taste Dance Addison Style, which received \$6,600 last year.</p> <p>Providing Salsa Dance Instructors for the Summer Salsa series.</p>
Richardson Symphony Orchestra	<p>\$19,289</p> <p>\$21,760</p> <p>\$92,951</p> <p>\$20,460</p> <p>\$28,729</p>	<p>First of two concerts called "Addison at the Eisemann Center".</p> <p>Second of two concerts called "Addison at the Eisemann Center".</p> <p>(\$23,238 per concert) Provide a regulary scheduled orchestra subscription package at the Water Tower Theatre. There will be four concerts.</p> <p>(\$10,230 per concert) Provide a full orchestra concert for elementary school children in public schools that serve Addison.</p> <p>(\$1,178 per concert) To provide a two concert per month series available for any business or office building with the desire to host an ensemble.</p>
WaterTower Theatre and Dallas Wind Symphony	<p>\$75,100</p> <p>\$43,800</p> <p>\$38,000</p>	<p>Using National Talent to produce a one time showing of "The Music Man" as a segway into Kaboom Town.</p> <p>Using all local talent to produce the same one time showing</p> <p>Using all local talent and a smaller orchestra to produce the same one time showing.</p>



June 28, 2006

Town of Addison
City Manager's Office
Attn: Mario Canizares
P.O. Box 9010
Addison, TX 75001-9010

Dear Mayor and Council Members:

Metrocrest Family Medical Clinic is requesting \$2000.00 for our fiscal year 2007. MFMC deeply appreciates the help the Town of Addison provided in 2006. We are also grateful to have Roger Mellow on our Board of Directors as a liaison from Addison. Please note that all of the Metrocrest cities now help support our clinic.

Enclosed is:

- Completed and signed application form
- General Information Sheet with statistics and sources of income
- List of current Board of Directors
- Profit and Loss for 2005
- Budget for 2006
- Proof of 501c3
- Volunteer Opportunities at MFMC

Please call me at 972-484-6336 if further information is needed. We do not have a formal audit from an independent accounting firm. Our treasurer, Kirk Connally, will be happy to answer any financial questions.

Thank you for choosing to be a partner with Metrocrest Family Medical Clinic in continuing to provide health care for children and adults with no medical insurance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Helen O. Lazor".

Helen O. Lazor
Executive Director

cc: Roger S. Mellow

Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Completed applications must be postmarked by Friday, June 30, 2006.

Name of Organization: Metrocrest Family Medical Clinic Tax ID Number: 75-2616002
 Address: One Medical Pkwy. Suite 140 City: Farmers Branch Zip: 75234
 Telephone: 972-484-8444 Fax: 972-484-0051
 E-mail: helenlazormfmc@sbcglobal.net Web Site: --
 Executive Director Name: Helen O. Lazor Telephone: 972-484-6336
 Grant Contact Name: Helen O. Lazor Title: Executive Director Telephone: 972-484-6336
 Program Title: General Operating Funds for Clinic
 Program Date(s): Year 2007
 Grant Request for 2006/07: \$2000.00
 Previous Grants Requested: 2006: \$2000.00 2005: \$2000.00 2004: \$2000.00
 Previous Grants/Received: 2006: \$2000.00 2005: \$ 0 2004: \$ 0
 Number of Staff: 2 part time Number of Volunteers: 85
 Tax Exempt: Yes No

ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.

"Our mission is to improve the health of the local community by offering low cost treatment for minor medical problems to children and adults who otherwise would be unable to obtain medical care."

We are a non-profit clinic available for convenient, low cost medical care for acute, minor medical problems. Services are provided by volunteer physicians, nurses, and others who make appointments or give referrals.

PROGRAM DESCRIPTION: Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds. Be sure to indicate how your organization serves Addison residents whether it is as a whole or a specific clientele.

Our clinic is available to all the residents and workers in the Town of Addison. Our clinic provides medical care at the nominal of \$10 per visit (no one is turned away if they cannot pay). Referrals are provided for ongoing problems not treated in our clinic.

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? Yes No

Please explain. *MFMC's emphasis is in serving the Metrocrest area, but we do not exclude patients because of their geographical location.*

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	\$ <u>55,000</u>	\$ <u>To be determined</u>
Total Operating Expenses:	\$ <u>49,050</u>	\$ <u>To be determined</u>

What percentage of the organization's annual revenues does this grant request represent? 03.6 %

Please quantify the number of residents you provided services in the past year: 56

Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Were the services that you provided in Addison successful? How can your efforts be evaluated?
Services provided Addison residents were successful in that 56 residents were provided appropriate medical care including any follow up needed. It is impossible to determine how many employees from Addison were also treated, since we only keep statistics by residence.

Describe the impact of services if only partial funding is available:
MFMC will be grateful for any funding provided, however we do believe the percentage of the budget asked for is in keeping with the number of patients served.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison? Yes No If yes, please explain:

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?
Roger Mellow is liaison to our Board of Directors. He stays informed through attending board meetings and email & telephone communications

I certify that the above information is correct and true to the best of my knowledge.

Helen O. Lazor

June 28, 2006

Name and Title (please print)

Date

Helen O. Lazor

Signature

Reminder: Grant requests must be postmarked by June 30, 2006 to:

**Town of Addison
City Manager's Office
Attn: Mario Canizares
P. O. Box 9010
Addison, TX 75001-9010
972/450-7017
mcanizares@ci.addison.tx.us**

The following attachments must be submitted with this application:

1. A cover letter on your letterhead
2. A completed and signed application form
3. A current list of business and foundation donors with their contribution level
4. Operating budget from previous year, current year, and proposed for next year
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. An IRS copy of your organization's nonprofit 501(c)(3) status
7. A list of the members of your board of directors, including names, titles and affiliations
8. Any collateral that would provide additional information about your organization

If you have any questions, please call Mario Canizares at 972-450-7017 or email at mcanizares@ci.addison.tx.us.



METROCREST

CHAMBER OF COMMERCE
ADDISON, CARROLLTON, FARMERS BRANCH

June 28, 2006

Mr. Mario Canizares
Town of Addison
P.O. Box 9010
Addison, Texas 75001

Dear Mario:

The Metrocrest Chamber of Commerce is pleased to submit the enclosed proposal to support our 2006-07 funding request to provide economic development assistance that compliments those activities of the Town of Addison. Our partnership with the Town in promoting the business growth and development of this area has been productive and beneficial to the businesses of Addison and its citizens.

Sincerely,

Ed Brady
President

Enclosures



Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Completed applications must be postmarked by Friday, June 30, 2006.

Name of Organization: Metrocrest Chamber of Commerce Tax ID Number: 75-104-7178

Address: 1204 Metrocrest Drive City: Carrollton County: Dallas State: TX Zip: 75006

Telephone: 972-416-6600 Fax: 972-416-7874 E-mail: ed@metrocrestchamber.com

Web Site: www.metrocrestchamber.com

Executive Director Name: Ed Brady Telephone: 972-416-6600

Grant Contact Name: Ed Brady Title: President Telephone: 972-416-6600

Program Title: Economic Development

Program Date(s): 1-1-07 to 12-31-07

Grant Request for 2006/07: \$10,000

Previous Grants Requested: 2006: \$10,000 2005: \$ 9,000 2004: \$9,000

Previous Grants/Received: 2006: \$ 10,000 2005: \$ 9,000 2004: \$9,000

Number of Staff: 4 Number of Volunteers: 100+

Tax Exempt: Yes No

ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.

The Metrocrest Chamber of Commerce is an organization of local businesses that have joined together to initiate activities and programs that create the strongest economic environment and most desirable quality of life possible for the citizens it serves.

PROGRAM DESCRIPTION: Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds. Be sure to indicate how your organization serves Addison Residents whether it is as a whole or a specific clientele.

Through the activities, programs and services provided by the Chamber to Addison businesses, business development opportunities increase, additional jobs are created, local tax base grows creating funding sources to provide services to Addison citizens.

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? Yes No Please explain.

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	\$ <u>443,300</u>	\$ <u>Approx. same</u>
Total Operating Expenses:	\$ <u>443,300</u>	\$ <u>Approx. same</u>

What percentage of the organization's annual revenues does this request represent: 2.2 %

Please quantify the number of residents you provided services in the past year: difficult to measure

Addison! 2006-07 NONPROFIT ASSISTANCE APPLICATION

Were the services that you provided in Addison successful? How can your efforts be evaluated?

Yes. Efforts can be measured by increases in participation by Addison businesses and citizens in Chamber events and activities.

Describe the impact of services if only partial funding is available:

Less time and focus on activities targeted at enhancing Addison's economy.

Has your organization received or is now receiving any support in the form of In-Kind Services (Event Support) from the Town of Addison? Yes No If yes, please explain.

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways Do you keep him/her informed of activities within your organization?

Mayor Chow sits on the Chamber Board of Directors. He is kept informed on Chamber activities through staff reports, emails, faxes, newsletter and dialogue at monthly board meetings.

I certify that the above information is correct and true to the best of my knowledge.

Ed Brady President

6-28-06

Name and Title (please print)

Date

Ed Brady

Signature

Reminder: Grant requests must be postmarked by June 30, 2006 to:

Town of Addison
City Manager's Office
Attn: Mario Canizares
P. O. Box 9010
Addison, TX 75001-9010
972/450-7017
mcanizares@ci.addison.tx.us

The following attachments must be submitted with this application:

1. A cover letter on your letterhead
2. A completed and signed application form
3. A current list of business and foundation donors with their contribution level
4. Operating budget from previous year, current year, and proposed for next year
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. An IRS copy of your organization's nonprofit 501(c)(3) status
7. A list of the members of your board of directors, including names, titles and affiliations
8. Any collateral that would provide additional information about your organization

If you have any questions, please call Mario Canizares at 972-450-7017 or email at mcanizares@ci.addison.tx.us.



DFW International

Community Alliance

DFW International Community Alliance is the portal to international North Texas, linking 1,600 internationally focused civic, community and educational organizations. Our **Mission** is to promote and link North Texas ethnic and immigrant groups, empowering them as respected members of the community and giving them a forum through which to express, share and celebrate the richness of their cultural heritages. Our **Vision** is the recognition of Dallas / Fort Worth as an international metroplex which embodies the cultural and economic vibrancy of the global community.

To: Town of Addison

In 2006 we were proud to open International DFW Week in the TOWN of ADDISON. In a region in which 40% of our residents are immigrants – foreign-born and their children – International DFW Week was an extravaganza of activities by the New Americans that are reshaping our region's face.

Other events were created by partner organizations and institutions representing the Cities of Irving, Denton, Garland, Richardson, Mesquite, McKinney, Carrollton, Arlington, and Fort Worth. The ten-day series was partnered by 12 cities and 23 global institutions.

At the opening Hall of Fame Awards Ceremony in the **Addison Convention Center**, 560 international leaders watched as 12 mayors presented their proclamations, and Addison's own mayor was awarded our PUBLIC SERVICE AWARD.


"Those inducted into our Hall of Fame have demonstrated dedication to empowering New Americans and minorities, courageous thinking, hard work, innovation, and motivating leadership. They are a true example of the Texas Pioneer Spirit, and a reflection of the pluralism that is the foundation of the American dream."

PUBLIC SERVICE - Joe Chow, Town of Addison - a model of the American success story, Joe immigrated from Taiwan as a young international student. Now a successful business man and entrepreneur, Joe decided that he needed to give back to his community and new country; he ran for City Council of The Town of Addison and eventually became its Mayor.

For 2007, the celebration will be a full month, and will continue to unite our cities in an expression of the pioneering spirit of our New Americans. **International DFW Month 2007's** series of internationally-themed events showcases the Dallas/Fort Worth area as a truly International Center.

We would again like to open this exciting series of global events with the Hall of Fame Awards and Opening Ceremony in the Town of Addison.

Sincerely,


John Bryant, Chairman


Anne Marie Weiss-Armush, President



Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Completed applications must be postmarked by Friday, June 30, 2006.

Name of Organization: DFW International Community Alliance Number: _____
Address: 6310 LBJ Freeway Suite 203__City: Dallas Zip: 75240
Telephone: 972-661-2764 Fax: _____
E-mail: aweiss@airmail.net Web Site: www.dfwinternational.org
Executive Director Name: Anne Marie Weiss-Armush Telephone: _____
Grant Contact Name: same Title: Telephone: _____
Program Title: Hall of Fame Awards and Opening Reception for International DFW Month
Program Date(s): around March 8, 2007
Grant Request for 2006/07: \$ 10,000
Previous Grants Requested: 2006: \$ 7,500 2005:\$ 2004: \$
Previous Grants/Received: 2006: \$ 2005:\$ 2004: \$
Number of Staff: 2 Number of Volunteers: 80
Tax Exempt: Yes No

ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.

North Texas is an international center in which 40% of the residents are immigrants (foreign-born and their children). We are a network of over 1,600 North Texas internationally-focused civic, community and educational organizations established as a means for bringing these groups together for the enrichment of the entire community. The **Mission** of DFW International Community Alliance for the past 10 years and for many more to come is to promote and link North Texas ethnic and immigrant groups, empowering them as respected members of the community and giving them a forum through which to express, share and celebrate the richness of their cultural heritages.

PROGRAM DESCRIPTION: Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds. Be sure to indicate how your organization serves Addison residents whether it is as a whole or a specific clientele.

In 2006, after producing the **Dallas International Festival** for ten years, along with an annual reception for international community leaders in Dallas City Hall, the DFW International Community Alliance expanded the festival to ten full days of exciting multicultural activities. The opening was hosted by the Town of Addison, and 560 international leaders. Other events were created by partner organizations and institutions representing the Cities of Irving, Denton, Garland, Richardson, Mesquite, McKinney, Carrollton, Arlington, and Fort Worth.

In a region in which 40% of our residents are immigrants – foreign-born and their children-International DFW Week was an extravaganza of activities by the New Americans that are reshaping our region's face. For 2007, the celebration will be a full month, and will continue to unite our cities in an expression of the pioneering spirit of our New Americans. **International DFW Month 2007's** series of internationally-themed events showcases the Dallas/Fort Worth area as a truly International Center.

The **Opening Reception and Hall of Fame Awards Ceremony** offers the Town of Addison a key presence in the **International DFW Month 2007**, highlighting Addison as a multicultural city with a commitment to diversity and a respect and understanding of its many local cultures. This event provides a high-profile international gathering that sets the pace for the activities that follow in the **International DFW Month 2007**.

2006-07 NONPROFIT ASSISTANCE APPLICATION

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? Yes No
Please explain.

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	\$ 196,487	\$ 275,000
Total Operating Expenses:	\$ 196,487	\$ 275,000

What percentage of the organization's annual revenues does this grant request represent? 3.6%

Please quantify the number of residents you provided services in the past year: 560 international leaders attended the Opening Reception to International DFW Week in 2006. This number was 2.2 times as many as attended in 2005, and far surpassed the number of guests we expected. We would like to make this exciting global gathering an annual tradition that is held in the Town of Addison.

Addison!

Were the services that you provided in Addison successful? How can your efforts be evaluated?
We were very pleased with the excellent setup and services offered by the Addison Conference Center.

Describe the impact of services if only partial funding is available:

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison? Yes No If yes, please explain:

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?
We are honored that Mayor Joe Chow has served on our Board of Directors for many years, and now that he is Mayor, continues on our Advisory Board.

I certify that the above information is correct and true to the best of my knowledge.

Anne Marie Weiss
Name and Title (please print)

June 2006
Date

Signature

Reminder: Grant requests must be postmarked by June 30, 2006 to:



the family place

June 22, 2006

Enclosed is one bound copy of The Family Place:

- Financial Statements and Report of Independent Certified Public Accountants
- Schedule of Expenditures of Federal Awards and Reports of Independent Certified Public Accountants

for the year ending December 31, 2005. There were no management comments for the year ending December 31, 2005.

The Family Place current grant(s) with your agency are:

- Town of Addison Metrocrest Outreach Program

If you have any questions or need further information, please contact me at 214-443-7718 or jakitchings@familyplace.org.

Sincerely,

Julie Kitchings
Funding & Compliance Manager

Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Instructions: To apply, complete this official application in type. Please do not handwrite.

Name of Organization: The Family Place Tax ID Number: 75-1590896

Address: P.O. Box 7999 City: Dallas County: Dallas State: TX Zip: 75209

Telephone: (214) 443-7787 Fax: (214) 443-7797 E-mail: phflink@familyplace.org

Web Site: www.familyplace.org

Executive Director Name: Paige Flink Telephone: (214) 443-7787

Grant Contact Name: Julie Kitchings Title: Funding & Compliance Mgr. Telephone: (214) 443-7718

Program Title: The Family Place Metrocrest Outreach Program

Program Date(s): On-going program

Grant Request for 2006: \$10,000

Previous Grants Requested: 2006: \$10,000 2005: \$10,000 2004: \$10,000

Previous Grants/Received: 2006: \$5,000 2005: \$5,000 2004: \$5,000

Number of Staff: 87 (agency wide) Number of Volunteers: 100

Tax Exempt: Yes No

ORGANIZATION DESCRIPTION (Provide a brief description of your organization, including a summary of mission statement and/or objectives.)

The Family Place opened one of the first shelters for victims of family violence in the state of Texas in 1978. In 28 years of service, The Family Place has counseled more than 85,000 clients in residential and outreach programs, totaling, more than 1.1 million service hours. We have provided life-saving shelter to more than 13,000 women and children, and we have answered more than 350,000 calls for help.

Does your organization serve citizens residents? As a whole Specific Clientele

Our clients are victims of family violence and potential victims including youth in elementary, middle and high schools.

PROGRAM DESCRIPTION (Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds.)

We currently provide 2 domestic violence support groups in English and 2 domestic violence support groups in Spanish each week free of charge. The domestic violence counseling services we provide to clients and their families consist of: crisis/individual counseling, group counseling; assistance in filing victims' assistance claims, protective orders, shelter referral and transportation, legal advocacy, information and referral of community resources, and court accompaniment. The children's counseling services provided are individual and group play therapy for the innocent children who have been victims of abuse in their home or witnessed abuse in their home. The average client comes for counseling at our Metrocrest office for approximately 1 year and receives counseling on a weekly basis. We continue to work closely with the Addison Police Department for referrals as well as receive referrals by word of mouth, schools, churches and businesses.

We also provide the following Youth Education & Prevention Services:

S.T.A.R.T. (Successful Treatment and Respect Together)

S.T.A.R.T. is a 10-week teen dating violence leadership program that began in 1999 in the Metrocrest area. This program educates teens on dating violence, healthy relationships, listening skills, assertiveness training and community resources. Once the students have completed the 10-week group they have the opportunity to continue in S.T.A.R.T.II, which involves the S.T.A.R.T. advisory board or skit team. Currently there are seven schools in the Metrocrest area participating in the S.T.A.R.T. program. After the teens complete the S.T.A.R.T. program they then can join S.T.A.R.T.II and participate in the Skit Team or Advisory Board. They hold car washes to raise money, visit the children at the shelter, participate in ropes courses and help do presentations in the community about teen dating violence.

Bullyproof Elementary School Program

The Bullyproof program is collaboration with ZONTA International to stop the cycle of violence at the elementary school level. It provides a global approach that focuses on educating the entire school community rather than perpetrators and victims alone. Participants are taught ways to stop the cycle of violence through conflict resolution training provided once a week for ten weeks. Currently all of the Bullyproof groups are being held in Carrollton-Farmers Branch ISD, Coppell ISD, Dallas ISD and Highland Park ISD.

Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Sexual Assault Prevention and Education Program

The Sexual Assault Prevention and Education Program provides age and culturally appropriate presentations to school-aged children, grades six through twelve, within the Dallas County educational systems and other groups serving this population. This program has a preventive and therapeutic curriculum that addresses the following topics: healthy dating relationships, dating, communication, dating violence, sexual harassment, child sexual abuse, sexual assault, and personal safety. Counseling is also provided to victims of sexual assault and sexual abuse at no charge.

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? Yes No Please explain.

We can serve any Addison client who is a victim of domestic violence. However, the programs offered within the school are not available in all schools. This is due to lack of staffing and the process of organizing the set-up of the program within the school.

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	\$ <u>6,770,586</u>	\$ <u>6,973,704</u>
Total Operating Expenses:	\$ <u>6,923,606</u>	\$ <u>7,062,078</u>

What percentage of the organization's annual revenues does this request represent: less than 1%

Please quantify the number of residents you provided services in the past year: 13
In 2005, The Family Place provided services to 13 Addison residents in our Battering Intervention and Prevention Program, counseled 51 Addison residents who were victims of family violence, provided supervised visitation or monitored exchange services to 51 Addison residents through our Faith and Liberty's Place program, and reached 20 Addison youth in area schools through our Youth Education & Prevention Services.

Were the services that you provided in Addison successful? How can your efforts be evaluated?
All of the program services we provide to the Town of Addison are evaluated on a continuous basis by our Director of Evaluation, Simeon Goodwin. Evaluation reports are provided to funders upon request.

Describe the impact of services if only partial funding is available:
The current difficult funding environment makes this request even more critical and partial funding could impact our ability to serve those in need. However, The Family Place does maintain a comprehensive fundraising program including grant requests to individuals, foundations, corporate and civic organizations, federal, state and local funding entities, special events and our Thrift Shop.

Has your organization received or is now receiving any support in the form of In-Kind Services (Event Support) from the Town of Addison? Yes No If yes, please explain:

I certify that the above information is correct and true to the best of my knowledge.

Paige Flink, Executive Director
 Name and Title (please print) _____ Date 06/01/2006

 Signature Paige Flink 6/1/06

June 26, 2006

Mr. Mario Canizares
City Manger's Office
Town of Addison
P. O. Box 9010
Addison, TX 75001-9010

Dear Mr. Canizares:

Thank you for your continued support of Communities In Schools Dallas Region (CISDR), and the at-risk students attending Janie Stark Elementary School. CISDR helps students at risk of failure stay in school, achieve academically and graduate, to become productive and contributing members of our communities. During our twenty-one years of service in the Dallas region, we have reached more than 325,000 children and their family members through academic and social services offered at elementary, middle and high schools.

CISDR respectfully requests a \$40,000 grant from the Town of Addison to deliver services to students attending Janie Stark Elementary (\$20,000) and Montgomery Primary School (\$20,000) who reside in the Town of Addison. Due to recent school district redistricting, approximately one-half of the Addison students who have been attending Janie Stark will attend Montgomery Primary School in the 2006-2007 school year.

We are pleased to submit this proposal to the Town of Addison for review and look forward to visiting with the City Council soon. Should you have any additional questions, please feel free to contact Betsy Holland, Director of Development at 214-827-0955, ext. 234.

Thank you for your consideration and concern for children in need. Together we *will* make a difference in the lives of young people in the Town of Addison, **one child at a time!**

Best regards,


Sandra G. Chavarria
President & CEO

**BOARD OF DIRECTORS
OFFICERS**

Karl Schmalz, *Chair*
ExxonMobil Corporation

Charles A. Fernandez, *Vice Chair*
Guaranty Bank

William H. Wallace, *Vice Chair*
The University of North Texas

Antonio Pecina, *Sec/Treas*
Visiting Scholar
El Centro Community College

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Craig Anderson
Thompson & Knight LLP

Suzanne Cabral
PricewaterhouseCoopers LLP

Armando De La Fuente
KUVN Channel 23/Univision

Jack Hayes
In The Dough

Nancy Huff
Community Volunteer

Kathryn Huntman
Merrill Lynch

Jeffrey Morris
Alon USA

Becky Murphy
IBM Corporation

Matt Papenfus
Turner Construction Co. of Texas

Jan Powell
J. Powell Group

Anne Reeder
Crystal Charity Ball

John B. Scott
ExxonMobil Corporation

Dan Sereseroz
Adaptive Architecture

Maria Trafton
Wachovia

Betsy Whitaker
Bracewell & Giuliani LLP

PRESIDENT & CEO
Sandra G. Chavarria

Sue Alberti
Texas Instruments
Pro Bono H.R. Consultant

Bill Lively
Dallas Center for Performing Arts
Pro Bono Major Gifts Consultant

Richard J. Haayen
Chair Emeritus
(1993-2006)

Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Completed applications must be postmarked by Friday, June 30, 2006.

Name of Organization: Communities In Schools Dallas Region, Inc. (CISDR) Tax ID Number: 75-2044117
Address: 8700 N. Stemmons Fwy, Ste 125 City: Dallas County: Dallas State: Texas Zip: 75247
Telephone: 214-827-0955, ext. 234 Fax: 214-827-2230 E-mail: betsya@cisdallas.org
Web Site: www.cisdallas.org

President & CEO Name: Sandra G. Chavarria Telephone: 214-827-0955 ext. 227

Grant Contact Name: Betsy Amos-Holland Title: Director of Development Telephone: 214-827-0955, ext 234

Program Title: Communities In Schools at Janie Stark Elementary and Montgomery Primary School

Program Date(s): Aug 2006-Sept 2007

Grant Request for 2007: \$40,000

Previous Grants Requested: 2006: \$ 40,000 2005: \$40,000 2004: \$ 40,000

Previous Grants/Received: 2006: \$ 40,000 2005: \$40,000 2004: \$40,000

Number of Staff: *2 Janie Stark, *2 Montgomery *93 (agency)

Number of Volunteers: *75 Janie Stark, *23 Montgomery *1,000 CISDR

Tax Exempt: Yes No

ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.

CISDR provides year-round academic and social services to children in eight elementary and middle schools in the Carrollton Farmers Branch ISD. For many years, CISDR case managed approximately 150-200 children living in Addison who attended Janie Stark Elementary delivering personalized services to these at-risk children in jeopardy of academic failure and their families. Due to school redistricting, next year these children will be split between Janie Stark Elementary and Montgomery Primary School. Communities In Schools Dallas Region (CISDR) helps students at risk of failure stay in school, achieve academically and graduate, to become productive and contributing members of our communities.

The CISDR objectives are:

- **Reduce the overall dropout rate** (95% of students receiving CISDR case management services will stay in school).
- **Increase attendance rates, improve academic performance, improve students' behavior** (85% of students with a primary presenting problem of attendance, academics, or behavior demonstrate improvement in one or more of these areas).
- **Increase promotion rate** (90% of case managed students in grades pre-kindergarten through eleven will be promoted to the next grade level).

PROGRAM DESCRIPTION: Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds. Be sure to indicate how your organization serves Addison residents whether it is as a whole or a specific clientele.

CISDR will serve at-risk students living in the Town of Addison who attend Janie Stark Elementary School and Montgomery Primary School. CISDR uses an *individualized* case-management approach to work with at-risk children and their families. CISDR campus staff, supported by the specific expertise of our Mobile Services Team, provide daily, on-campus, academic support, social services, training, and prevention and early intervention services that are customized according to the needs of each particular student or group of students. These services, which positively affect both the physical and emotional wellness of the child, are designed to meet the following objectives:

- | | |
|--|--|
| <ul style="list-style-type: none"> • increase parental involvement • reduce juvenile substance abuse • reduce juvenile gang involvement • reduce teen pregnancy • reduce the overall dropout rate | <ul style="list-style-type: none"> • improve students' behavior • improve students' self-esteem • increase attendance rates • improve grades • increase graduation rate |
|--|--|

2006-07 NONPROFIT ASSISTANCE APPLICATION

CISDR campus professional and Mobile Service Team provide services to Janie Stark Elementary and Montgomery Primary School through five main components:

- ◆ **Supportive Guidance and Counseling** - one-on-one and/or group services that address each students' needs. Areas of focus may include attendance, attitude, and behavior counseling; mentoring; peer mediation; and violence prevention groups.
- ◆ **Health and Human Services** - services that promote the increase of health and hygiene and healthy life style awareness, and coordinate the delivery of social services such as medical and dental care, school supplies and clothing, and other basic needs assistance in conjunction with other community service providers. Activities may include agency referrals, clothing, school supplies, and food distribution, basic nutrition and hygiene classes, dental health care, eye exams and provision of glasses, sponsorship of health fairs and preventative screenings, and victims of crime assistance.
- ◆ **Parental and Family Support** - providing services and activities to increase the participation of parents in their students' educational experience. Activities may include home visits, individual consultation and support, college information nights, parent appreciation events, and parenting skills classes.
- ◆ **Cultural Enrichment** - services that provide positive social, cultural, recreational and interpersonal experiences to broaden and expand a students' life understanding. Activities may include after school clubs, computer technology camps, field trips, multi-cultural programs, and social skills training. Intercession and summer programs further expand these enrichment activities.
- ◆ **Educational Enhancement** - providing support in all educational areas as needed to encourage student achievement and success in their academic endeavors. A committed community volunteer force is teamed up with students and provides assistance with academic tutoring, chess clubs, cultural diversity activities, homework clubs and reading groups.

CISDR currently has a mobile service team of professionals who travel in a customized 35-foot motor vehicle to schools providing extensive services: life skills training; grief and loss counseling; diversity issues; basic health, hygiene, and nutrition counseling; anger management skills; gang prevention and early intervention; violence prevention and early intervention; and drug & alcohol prevention and early intervention. These services are customized according to the needs of each particular student or group of students and are typically delivered on an intensive, short-term basis. This allows the mobile service specialists to reach as many students as possible.

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? (X) Yes & (X) No Please explain. CISDR will deliver specific services to the Addison students who attend Janie Stark Elementary School and Montgomery Primary School. Services to the general population will be delivered by our Mobile Service Team through community gatherings, Health Fairs, and by special request.

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	<u>\$4,240,340</u>	<u>\$Not Available</u>
Total Operating Expenses:	<u>\$3,764,942</u>	<u>\$Not Available</u>
What percentage of the organization's annual revenues does this grant request represent? <u> .09%</u>		

Please quantify the number of residents you provided services in the past year: 1033
 Of the **244** at-risk students case managed by CISDR at Janie Stark Elementary in the 2005-2006 school year, **172** resided in the Town of Addison, which is an increase of 17 students. An additional **486 Addison students** at Janie Stark received small group or one-time assistance and **375 Addison family members/parents** received assistance in the 2005-2006 school year. During the past year, CISDR campus professionals at Janie Stark delivered 19 after school academic programs, made 48 home visits, held 11 Enrichment Programs and made 30 referrals to other local agencies following the student's or family's needs assessment.

Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Were the services that you provided in Addison successful? How can your efforts be evaluated?

Yes, final outcomes will be available for the 2005-2006 school year in September 2006. However, in 2004-2005, 100% of those students case managed stayed in school, 100% were promoted to the next grade, 100% of those students assessed for attendance (11) showed improvement, 100% of those assessed for behavior (19) showed improvement, and 100% of those assessed for academics (218) showed improvement.

Describe the impact of services if only partial funding is available:

Funding limitations would reduce program delivery by reducing the number of professional staff at Janie Stark Elementary and Montgomery Primary from two to one, and eliminate/limit the use of the Mobile Services Team, ultimately enabling CISDR to serve fewer at-risk children and families. If no funding is available, the programs at Janie Stark Elementary and Montgomery will be at high risk.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison? Yes (X) No If yes, please explain:

If applicable, who is the City Council member that is assigned as a liaison to your organization?

In what ways do you keep him/her of activities within your organization? Diane Mallory

We just became aware that Ms. Diane Mallory was/is to be our liaison on the City Council. We have recently sent her a report on programs and performance at Janie Stark Elementary. We had been dealing with Mr. Canizares.

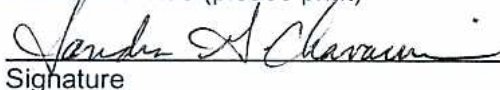
I certify that the above information is correct and true to the best of my knowledge.

Sandra G. Chavarria, President & CEO

June 26, 2006

Name/and Title (please print)

Date



Signature

Reminder: Grant requests must be postmarked by June 30, 2006 to:

Town of Addison
City Manager's Office
Attn: Mario Canizares
P. O. Box 9010
Addison, TX 75001-9010
972/450-7017
mcanizares@ci.addison.tx.us

The following attachments must be submitted with this application:

1. A cover letter on your letterhead
2. A completed and signed application form
3. A current list of business and foundation donors with their contribution level
4. Operating budget from previous year, current year, and proposed for next year
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. An IRS copy of your organization's nonprofit 501(c)(3) status
7. A list of the members of your board of directors, including names, titles and affiliations
8. Any collateral that would provide additional information about your organization

If you have any questions, please call Mario Canizares at 972-450-7017 or email at mcanizares@ci.addison.tx.us.



SPECIAL CARE & CAREER SERVICES

Building independence for children and adults with developmental disabilities

June 19, 2006

Town of Addison
City Manager's Office
Attn: Mario Canizares
P.O. Box 9010
Addison, TX 75001-9010

Dear Mr. Canizares:

The Town of Addison's years of support have been invaluable to Special Care & Career Services. We are truly grateful that you continue your partnership with us. We respectfully request that you support the Early Childhood Intervention and Supported Employment Services programs again in the amount of \$5,000 in the upcoming fiscal year.

Each dollar invested in these two programs provides a significant long-term return to the community. These programs decrease the dependence on social institutions including a reduced need for special education classes and increase the individual's ability to find a job as an adult.

In 2005, your partnership assisted us in helping 938 children and adults with developmental disabilities build independence and lead more fulfilling lives. Your support was essential to our ability to help these individuals. Of those served 31 children were residents of Addison and we had 4 clients working in Addison businesses.

For more than 40 years, Special Care & Career Services has addressed the needs of persons with disabilities in the Metrocrest area. The agency began as a school for children with disabilities. It has since evolved into an organization that meets the therapeutic and instructional needs of babies and toddlers with disabilities such as autism, spina bifida, cerebral palsy, Down syndrome and other disabilities and developmental delays; and the employment needs of adults with mental retardation, Down syndrome, brain injury and other cognitive disabilities.

Our 2006-07 assistance application and attachments are enclosed. We appreciate the opportunity to submit this application and your consideration. I am happy to provide additional information if you need it. I can be reached at 972.991.6777 ext. 112 or cathyp@specialcarecareer.org. I look forward to hearing from you.

Regards,

Cathy Packard
Executive Director



2006-07 NONPROFIT ASSISTANCE APPLICATION

Completed applications must be postmarked by Friday, June 30, 2006.

Name of Organization: Special Care & Career Services Tax ID Number: 75-1189353

Address: 4350 Sigma Road, Suite 100 City: Farmers Branch Zip: 75244

Telephone: (972) 991-6777 Fax: (972) 991-6361

E-mail: cathyp@specialcarecareer.org Web Site: www.specialcarecareer.org

Executive Director Name: Cathy Packard Telephone: (972) 991-6777 ext. 112

Grant Contact Name: Cathy Packard Title: Executive Director Telephone: (972) 991-6777 ext. 112

Program Title: Early Childhood Intervention & Supported Employment Services

Program Date(s): Ongoing

Grant Request for 2006/07: \$ 5,000

Previous Grants Requested: 2006: \$ 5,000 2005: \$ 5,000 2004: \$ 5,000

Previous Grants/Received: 2006: \$ 5,000 2005: \$ 5,000 2004: \$ 5,000

Number of Staff: 40 Number of Volunteers: 100+

Tax Exempt: Yes No

ORGANIZATION DESCRIPTION Provide a brief description of your organization, including a summary of mission statement and/or objectives. Our mission is to provide services to children and adults with developmental disabilities so they can lead fulfilling lives in their communities. We provide speech, occupational and physical therapy to babies and toddlers with developmental disabilities and delays helping them learn to walk, talk and play, and we provide comprehensive employment services to adults with mental retardation and other cognitive disabilities. All of our services help build independence and transform lives.

PROGRAM DESCRIPTION Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds. Be sure to indicate how your organization serves Addison residents whether it is a whole or specific clientele. Babies and toddlers, birth to age three, with autism, spina bifida, Down syndrome, cerebral palsy and other disabilities and developmental delays will receive speech, occupational and physical therapy to help them reach their maximum developmental potential through our Early Childhood Intervention (ECI) program. Special Care & Career Services has the only ECI program in Addison. Adults with mental retardation, brain injury, Down syndrome and other cognitive disabilities will receive career assessment, job placement, job training, and ongoing support to help them be successful in jobs that match their interests and skills through our Supported Employment Services (SES) program. Special Care & Career Services provides the most comprehensive supported employment services in the area. We serve Addison children and adults with disabilities.

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? Yes No Please explain.

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	\$ <u>2,502,276</u>	\$ <u>2,502,276</u>
Total Operating Expenses:	\$ <u>2,502,276</u>	\$ <u>2,502,276</u>

What percentage of the organization's annual revenues does this request represent: 0.2 %

Please quantify the number of residents you provided services in the past year: 31 children, 4 adults



2006-07 NONPROFIT ASSISTANCE APPLICATION

Were the services that you provided in Addison successful? How can your efforts be evaluated?

Yes, they were successful. Accurate records are maintained on all of our services. Outcome objectives are established, reviewed and evaluated annually. Reports are available for review.

Describe the impact of services if only partial funding is available:

Any decreases in funding could result in staff cutbacks. In our Supported Employment Services program, our current staffing pattern is insufficient to meet the demand for services. As clients are placed in jobs, our job developers are being pulled from their job seeking duties to help train the newly-placed clients, thereby further extending the unemployment of clients who are awaiting placement. Staff cuts would further impact our ability to meet this demand. Additionally, in our Early Childhood Intervention program, if staff cuts occur, the remaining staff would have to take on additional clients and maintain a heavier caseload. Most of the staff is already at the maximum caseload that can be managed efficiently and effectively.

Has your organization received or is now receiving any support in the form of In-Kind Services (Event Support) from the Town of Addison? Yes No If yes, please explain:

I certify that the above information is correct and true to the best of my knowledge.

Cathy Packard, Executive Director June 23, 2006
Name and Title (please print) Date

Cathy Packard
Signature

Reminder: Grant requests must be postmarked by June 30, 2006 to:

Town of Addison
City Manager's Office
Attn: Mario Canizares
P. O. Box 9010
Addison, TX 75001-9010
972/450-7017
mariocanizares@ci.addison.tx.us

The following attachments must be submitted with this application:

1. A cover letter on your letterhead
2. A completed and signed application form
3. A current list of business and foundation donors with their contribution level
4. Operating budget from previous year, current year, and proposed for next year
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. An IRS copy of your organization's nonprofit 501(c)(3) status
7. A list of the members of your board of directors, including names, titles and affiliations
8. Any collateral that would provide additional information about your organization

If you have any questions, please call Mario Canizares at 972-450-7017 or email at mcanizares@ci.addison.tx.us.



SENIOR ADULT SERVICES

ADDISON CARROLLTON COPPELL FARMERS BRANCH

June 29, 2006

Board of Directors

- Alice Sayre
Chairman
- John Roppolo
Vice-Chairman
- Andi Case
Assistant Vice-Chairman
- Joe Ray Williams
Treasurer
- Gary Farrar
Assistant Treasurer
- C. A. Glover
Secretary
- Sheri Charles
Assistant Secretary
- Bob Barrett
- Chuck Bejcek
- Dennis Brenbaum, M. D.
- Jack Dicoskey
- Lea Dunn
- Bob Garza
- John Hill
- Rev. Ken Holdorf
- Gail McFaddin
- Wayne Saunders
- Beverly Smith
- Kent Steiger
- Eric Terry
- City Council Liaisons**
- Addison
Jimmy Niemann
- Carrollton
Erh Weidinger
- Coppell
Bily Faught
- Farmers Branch
Charlie Bird

Town of Addison
 City Manager's Office
 Attn: Mario Canizares
 P. O. Box 9010
 Addison, TX 75001-9010

Dear Mario,

Attached please find Senior Adult Services' request for \$15,000 in Nonprofit Assistance Funds from the Town of Addison. We appreciate the town's interest in enhancing the quality of life of its residents. Helping senior citizens to continue living independently in their community as long as possible is an important aspect of their quality of life.

During 2005, the number of Addison citizens receiving assistance from Senior Adult Services was 54, up from 40 in 2004, a 35% increase. In 2006, 32 have been served through the first 2 quarters.

How did Senior Adult Services help? Many Addison residents are affluent, but not everyone has enough retirement income to meet all their needs without some assistance. For one Addison senior, money has always been tight. Then her only child died, her husband died and she began losing her siblings, too. She didn't have much to smile about. She told her Case Manager she hadn't seen a dentist in about 25 years and she thought she probably needed some work done. There were no local resources available that she could afford so the Case Manager applied for Donated Dental Services through Austin. The application was four pages long and she had to prove there was a need. There was no immediate response. Finally, after over a year, the Case Manger got a call that there was a grant covering the Dallas area and the woman had been approved for services. It took a combination of perseverance and patience, but the end result, a beautiful smile, was worth it.

Although volunteers donated 13,494 hours of service last year, funds are needed a small staff to assess needs and coordinate the delivery of services. No increase is being requested, but Town of Addison funds are critical to the operation of the organization.

Senior Adult Services is committed to serving Addison seniors and giving family caregivers of any age the assistance they need to help their aging relatives. We hope you will continue your partnership with Senior Adult Services. By working together, seniors will have a better quality of life as they face the challenges of aging.

Sincerely,



Mary Joiner
 Executive Director



Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Completed applications must be postmarked by Friday, June 30, 2006.

Name of Organization: Senior Adult Services Tax ID Number: 75-1840522

Address: 1111 W. Belt Line Rd. #110 City: Carrollton Zip: 75006

Telephone: 972-242-4474 Fax: 972-242-0299

E-mail: mary.joiner@senioradultservices.org Web Site: www.senioradultservices.org

Executive Director Name: Mary Joiner Telephone: 972-242-4464

Grant Contact Name: Mary Joiner Title: Executive Director Telephone: 972-242-4474

Program Title: Community Services for Seniors and Caregivers

Program Date(s): 10/1/2006-9/30/2007

Grant Request for 2006/07: \$ 15,000

Previous Grants Requested: 2006: \$ 15,000 2005: \$ 15,000 2004: \$ 15,000

Previous Grants/Received: 2006: \$ 15,000 2005: \$ 15,000 2004: \$ 15,000

Number of Staff: 8.75 Number of Volunteers: 400

Tax Exempt: Yes No

ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.

Senior Adult Services improves the lives of seniors and caregivers who are facing the challenges of aging. Contract funds pay for services that allow seniors to continue living safely in the community when they are experiencing increasing limitations due to illness or frailty of advanced age.

PROGRAM DESCRIPTION: Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds. Be sure to indicate how your organization serves Addison residents whether it is as a whole or a specific clientele.

Senior Adult Services helps persons 60 and older and younger disabled persons with special needs that match our services. Transportation is provided by a lift equipped van and volunteers who use their own vehicles. Hot noon meals are delivered to people who can no longer shop and cook for themselves. Case Managers help residents apply for government benefits and arrange services. Home repair volunteers help aging or disabled home owners with home upkeep as well as adapt homes to mobility changes through the use of railings, grab bars, ramps and special steps. Free medical equipment loans are available to persons of any age who live or work in the city. A monthly newsletter and telephone information helps seniors and caregivers stay up to date on issues facing older persons and learn more about resources that can help. The free Vials of Life program helps residents collect emergency medical information and coordinates closely with the city's EMS.

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? Yes No Please explain.

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	\$ <u>625,445</u>	\$ <u>676,395</u>
Total Operating Expenses:	\$ <u>625,445</u>	\$ <u>676,395</u>

What percentage of the organization's annual revenues does this grant request represent? 2%

2006-07 NONPROFIT ASSISTANCE APPLICATION

Please quantify the number of residents you provided services in the past year:
54 in FY 06, 35 through May 31, 2006

Were the services that you provided in Addison successful? How can your efforts be evaluated?

Transportation users are surveyed quarterly and at least 85 percent of riders report that the rides made them more independent and more involved in the community. Home delivered meals have helped seniors recover from surgeries and, in some cases, have allowed them to be in their homes when they would have otherwise needed a residential facility. An almost 20% increase in the number of meals served in FY06 demonstrates a growing interest and need for the program. Residents report that home repairs have been successful in preventing falls and helping them move around more easily in their homes even when they have to use a walker, wheel chair, or other mobility aide. During recent follow-up surveys on home repairs 100% of clients reported that the repairs and modifications helped them to live in affordable housing and all remained in their homes for a three month period after the repairs were completed.

Describe the impact of services if only partial funding is available: At a time of rapid growth in the senior population, a reduction in services due to partial funding would pose a hardship for seniors in our area. Low to moderate income seniors especially benefit from the low or no fee services provided by SAS and even affluent seniors benefit from increased knowledge and easy access to assistance when it is needed.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison? Yes No If yes, please explain:
Town of Addison sponsors the annual Bookworm Bash which benefits Senior Adult Services.

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization? Jimmy Niemann is the City Council member assigned as a liaison to our organization. He attends our board meetings, serves on our Investment/Finance and Personnel Committees and is very involved in the activities of the organization.

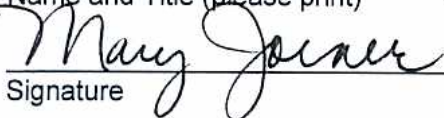
I certify that the above information is correct and true to the best of my knowledge.

Mary Joiner, Executive Director

June 29, 2006

Name and Title (please print)

Date



Signature

Reminder: Grant requests must be postmarked by June 30, 2006 to:

Town of Addison
City Manager's Office
Attn: Mario Canizares
P. O. Box 9010
Addison, TX 75001-9010
972/450-7017
mcanizares@ci.addison.tx.us

METROCREST
SOCIAL SERVICES
The Key to Preventing Homelessness

June 28, 2006

The Honorable Mayor Joe Chow and Council
c/o Mario Canizares, City Manager's Office
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

Dear Honorable Mayor Chow and Council:

Thank you for the opportunity to request continued support for services to low-income families and other families facing financial crisis in Addison.

Demand for services continues to increase. A large segment of our population of hard-working taxpayers is losing their houses, declaring bankruptcy, and foregoing expensive medical insurance plans to pay their bills and feed their families. Through our assistance with rent, utility payments, case management, medical prescriptions, and food, we truly prevent families from being homeless. Our Employment Program provides individuals with support for a successful work search in the form of resume assistance and individual job leads, gasoline vouchers and bus coupons.

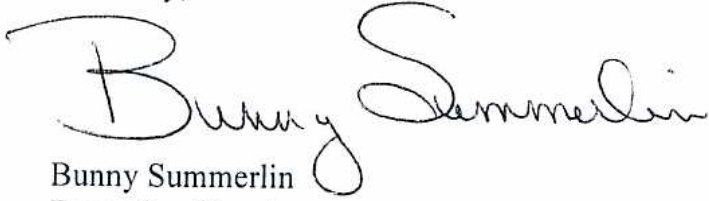
Our services are distinguished by the direct financial assistance given. Actual dollars are paid on clients' behalf to local apartments, mortgage companies, utility companies and more. Funds we distribute not only stabilize families but go back into the community helping create a more stable local economy.

During our FY 2005, 8% of all families served by Metrocrest Social Services were from Addison. These 2,641 family members received \$94,049 in direct financial assistance (rent, utilities, food, etc.). These family members typically received more than one service which computes to 4,091 members served.

We acknowledge the financial stresses you are facing, stretching dollars to serve all the needs of your town. We respectfully request your support of our services to Addison residents to the level of \$20,000.

We are truly grateful for our partnership in caring for local families. Thank you sincerely for the opportunity to present this request.

Sincerely,



Bunny Summerlin
Executive Director

Enclosures

- Town of Addison Application Form
- A current list of business and foundation donors with their contribution level
- Financials:
 - Previous Annual Budget – October 2004 through September 2005
 - Current Annual Budget – October 2005 through September 2006
 - Proposed Annual Budget – October 2006 through September 2007
- Audit for 2005
- IRS copy of 501(c)(3)
- Board Member roster
- Agency Information:
 - 2005 Annual Program Summary
 - Summer 2006 Newsletter

Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Completed applications must be postmarked by Friday, June 30, 2006.

Name of Organization: Metrocrest Social Services Tax ID Number: 75-1548334
 Address: 1111 W. Belt Line Road City: Carrollton Zip: 75006
 Telephone: (972) 446-2100 Fax: (972) 446-2102
 E-mail: mss@metrocrestsocialservices.org Web Site: www.metrocrestsocialservices.org
 Executive Director Name: Bunny Summerlin Telephone: (972) 446-2100 ext. 16
 Grant Contact Name: Bunny Summerlin Title: Executive Director Telephone: (972) 446-2100 ext. 16
 Program Title: Comprehensive Emergency Assistance
 Program Date(s): October 2006 – September 2007
 Grant Request for 2006/07: \$20,000
 Previous Grants Requested: 2006: \$20,000 2005: \$20,000 2004: \$ 22,000
 Previous Grants/Received: 2006: \$30,000 2005: \$15,000 2004: \$ 15,000
 Number of Staff: 7FT; 6PT Number of Volunteers: 358 regular and seasonal volunteers
 Tax Exempt: Yes No

ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.

Our mission is to provide comprehensive, short-term emergency assistance (rent, utilities, food, clothing, prescriptions, bus/gas passes) to improve life situations of residents in Carrollton, Farmers Branch, Addison, Coppell and ZIP code 75287. We also provide information and referral services, employment assistance, and the Metrocrest Thrift Store. Our seasonal programs include Back-to-School supplies and shoes, November holiday food, December holiday food and gifts.

PROGRAM DESCRIPTION: Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds. Be sure to indicate how your organization serves Addison residents whether it is as a whole or a specific clientele.

The project description of Metrocrest Social Services is to provide financial assistance (rent, utilities, prescriptions, bus/gas vouchers), in-kind goods (food, clothing, holiday gifts, Back-to-School supplies and shoes), and information and referrals to other agencies and organizations. This comprehensive plan provides unemployed/underemployed individuals to keep their homes, keep food on the table and to provide stability needed for families in our community.

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? Yes No
Please explain.

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	\$1,934,200	\$2,044,634
Total Operating Expenses:	\$1,934,200	\$2,044,634

What percentage of the organization's annual revenues does this grant request represent? 1%

Please quantify the number of residents you provided services in the past year: 2,641 residents received one service; 4,091 residents for multiple services

Addison! 2006-07 NONPROFIT ASSISTANCE APPLICATION

Were the services that you provided in Addison successful? How can your efforts be evaluated?
Metrocrest Social Services benefits residents in Addison by providing financial assistance to prevent homelessness. The nature of emergency assistance provisions makes the program successful. Crisis needs are met thus alleviating the emergency. Our services prevent families from losing their shelter, which in turn, allows them to continue working at their jobs, and attending local schools. Funds we distribute go back into the community helping create a more stable local economy. Follow up procedures are in place to evaluate the effectiveness of our services.

Describe the impact of services if only partial funding is available:

The level of services rendered will depend upon the amount of funding awarded. The more funding received the more families we can assist.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison? Yes No If yes, please explain:

Christmas in July; City-wide Garage Sale;

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

The City Council member that is assigned as a liaison to Metrocrest Social Services is Tom Braun. Mr. Braun is informed of activities within our organization through e-mails and his participation at our bi-monthly Board of Directors meetings.

I certify that the above information is correct and true to the best of my knowledge.

Bunny Summerlin, Executive Director 6/29/2006
Name and Title (please print) Date

Bunny Summerlin
Signature

Reminder: Grant requests must be postmarked by June 30, 2006 to:

Town of Addison
City Manager's Office
Attn: Mario Canizares
P. O. Box 9010
Addison, TX 75001-9010
972/450-7017
mcanizares@ci.addison.tx.us

The following attachments must be submitted with this application:

1. A cover letter on your letterhead
2. A completed and signed application form
3. A current list of business and foundation donors with their contribution level
4. Operating budget from previous year, current year, and proposed for next year
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. An IRS copy of your organization's nonprofit 501(c)(3) status
7. A list of the members of your board of directors, including names, titles and affiliations
8. Any collateral that would provide additional information about your organization

If you have any questions, please call Mario Canizares at 972-450-7017 or email at mcanizares@ci.addison.tx.us.

Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Completed applications must be postmarked by Friday, June 30, 2006.

Name of Organization: Dance Council, Inc. Tax ID Number: 23-7367007
Address: 3630 Harry Hines Blvd. City: Dallas Zip: 75219
Telephone: 214-219-2290 Fax: 214-219-2289
E-mail: director@thedancecouncil.org Web Site: www.thedancecouncil.org
Executive Director Name: Mike Garner Telephone: 214-221-7864
Grant Contact Name: Mike Garner Title: Executive Director Telephone: 214-219-2290
Program Title: Summer Salsa
Program Date(s): June 2007
Grant Request for 2006/07: \$2,200
Previous Grants Requested: 2006: \$6,600 2005: \$6,600 2004: \$6,600
Previous Grants/Received: 2006: \$6,600 2005: \$6,600 2004: \$6,600
Number of Staff: 1 Number of Volunteers: 45
Tax Exempt: Yes No

ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.

The Mission of the Dance Council is "To Promote and Support Dance in North Texas". We are the information clearinghouse for the artists and patrons of Dance with a quarterly publication, weekly e-mail blasts and an award-winning website. The Dance Council also provides educational services through master classes and our scholarship program. Taste Dance Addison Style is one presentation that we produce each year, along with Dance for the Planet and National Tap Dance Celebration to name a few.

PROGRAM DESCRIPTION: Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds. Be sure to indicate how your organization serves Addison residents whether it is as a whole or a specific clientele.

June 2006 brought a new opportunity to collaborate with the Town of Addison. Along with the Toni Lang and the Special Events Department, the Dance Council provided Salsa Dance instructors for the Summer Salsa series at Esplanade Park. The instructors offered free instruction to the attendees of the concert series along with a demonstration. Being able to dance to the music being performed, adds an additional level of enjoyment to the event. Instructors this year were: Romiro Gonzales, Addison Citizen and former participant in *Taste Dance: Addison Style!* and Sandunga Dance Co.

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? Yes No Please explain.

Partnering with the Special Events Department assures that we are able to reach all citizens of Addison and the surrounding communities.

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	<u>\$193,500</u>	<u>\$203,000</u>
Total Operating Expenses:	<u>\$193,000</u>	<u>\$200,000</u>

What percentage of the organization's annual revenues does this grant request represent? 1.14%



2006-07 NONPROFIT ASSISTANCE APPLICATION

Please quantify the number of residents you provided services in the past year: 237(Taste Dance...)
June 10, 2005: 45, June 11, 2005: 58, June 24, 2005: 65, June 25, 2005: 69

Were the services that you provided in Addison successful? How can your efforts be evaluated?
Tasted Dance: Addison Style! has proven to be a very successful event and this year's *Summer Salsa Series* continues that tradition. All reports from Addison staff, the instructors and the attendees are consistent in their praise for adding dance to the festivities. We look forward to continuing this event.

Describe the impact of services if only partial funding is available:
This year the Special Events Department was able to fund the instructor's fee at a lower level than the industry standard. The Dance Council agreed to participate based on the previous success of our collaboration knowing that the event would be successful. Due to the time and budget constraints, a stage was not available for the lessons. Without a stage the quality of the instruction and demonstration is compromised. Funding from the Town of Addison would relieve the financial burden from the Special Events Department and would ensure a safe, entertaining and enjoyable Salsa experience

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison? Yes No if yes, please explain:
The Town of Addison has allowed us to distribute information in the water bills.

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?
Dianne Mallory. Ms. Mallory is invited to all board meetings and is on our mailing list.

I certify that the above information is correct and true to the best of my knowledge.

Mike Garner, Executive Director June 28, 2006
Name and Title (please print) Date


Signature

Reminder: Grant requests must be postmarked by June 30, 2006 to:

**Town of Addison
City Manager's Office
Attn: Mario Canizares
P. O. Box 9010
Addison, TX 75001-9010
972/450-7017
mcanizares@ci.addison.tx.us**

The following attachments must be submitted with this application:

1. A cover letter on your letterhead
2. A completed and signed application form
3. A current list of business and foundation donors with their contribution level
4. Operating budget from previous year, current year, and proposed for next year
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. An IRS copy of your organization's nonprofit 501(c)(3) status
7. A list of the members of your board of directors, including names, titles and affiliations
8. Any collateral that would provide additional information about your organization

If you have any questions, please call Mario Canizares at 972-450-7017 or email at mcanizares@ci.addison.tx.us.



To support and promote dance
in Dallas and North Texas

ANNUAL EVENTS

- Dance Festival at the Nasher
- Legacy Awards and Scholarships
- Day of Dance at Methodist Hospital
- Dance for the Planet Festival
- National Tap Dance Day Celebration
- Taste Dance: Addison Style

BOARD OF DIRECTORS 2005-2006

- President
Colomon Espie
- President-Elect
Annifer Roberts
- Development
Gayle Ziaks Halperin
- Communications
Linda James
- Secretary
Cherie Tabor
- Treasurer
Willoway Cochran
- Arnell Abel
- Mar Angeles
- Walter Bowden
- Chris Anthony Beckles
- Van Campbell
- Terrie Cheng
- Willoway Cochran
- Tracy Bywaters Cochran
- Timmy Curry
- Chad Dale
- Tracy Forcher
- Gayle Ziaks Halperin
- Lawrence Harris
- Linda James
- Bob Jones
- Shelope Logan
- Deann McKee
- Wann Peters
- Ma Racina
- William R. Rainwater
- Annifer Roberts
- Shirley Rollins
- Christy Sayers
- Emma Shields
- Julie Skelton
- Wanda Stone
- Cherie Tabor
- Travis
- Therine Turocy
- Michelle Winkler
- John Wortley

Executive Director
Mike Garner
mgarner@thedancecouncil.org

10 Harry Hines Boulevard
Dallas, Texas 75219
(214) 219-2290
(214) 219-2289
thedancecouncil@thedancecouncil.org
www.thedancecouncil.org

June 28, 2006

Mario Canizares
Assistant to the City Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

Dear Mario,

Since 2001, the Dance Council has taken great pride in our collaboration with the Town of Addison. The Town of Addison shows a commitment to the arts that is inspiring. *Taste Dance: Addison Style!* has grown in popularity each year, so much so that patrons of the event contact us months before we have distributed information about the event. That popularity is due to the quality of the program and the commitment to the arts from the Town of Addison.

Each year audiences for the series increase to the point that we anticipate a near capacity audience for this year. Our audience also increases in diversity with attendees of all ages and backgrounds from communities across the metroplex.

The appeal of *Taste Dance: Addison Style!* is the variety, and this year is no exception. As always, each performance will include demonstration, discussion and audience involvement. Through the years virtually every style of dance has been presented in this series. Dance Council respectfully requests continued assistance from the Town of Addison in the amount of \$6,800 to continue this series on August 10, 11, 17 and 18, 2007.

As the information clearinghouse for the patrons and artists of dance, we are always striving to reach out to all communities in North Texas. Our collaboration is integral to that goal as we communicate our mission to the citizens of Addison, a community that recognizes the value of the arts in Texas.

Sincerely,

Mike Garner, Executive Director
Dance Council, Inc.



2006-07 NONPROFIT ASSISTANCE APPLICATION

Completed applications must be postmarked by Friday, June 30, 2006.

Name of Organization: Dance Council, Inc. Tax ID Number: 23-7367007
 Address: 3630 Harry Hines Blvd. City: Dallas Zip: 75219
 Telephone: 214-219-2290 Fax: 214-219-2289
 E-mail: director@thedancecouncil.org Web Site: www.thedancecouncil.org
 Executive Director Name: Mike Garner Telephone: 214-221-7864
 Grant Contact Name: Mike Garner Title: Executive Director Telephone: 214-219-2290
 Program Title: Taste Dance Addison Style 2007
 Program Date(s): August 2007
 Grant Request for 2006/07: \$6,800
 Previous Grants Requested: 2006: \$6,600 2005: \$6,600 2004: \$6,600
 Previous Grants/Received: 2006: \$6,600 2005: \$6,600 2004: \$6,600
 Number of Staff: 1 Number of Volunteers: 45
 Tax Exempt: Yes No

ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.

The Mission of the Dance Council is "To Promote and Support Dance in North Texas". We are the information clearinghouse for the artists and patrons of Dance with a quarterly publication, weekly e-mail blasts and an award-winning website. The Dance Council also provides educational services through master classes and our scholarship program. *Taste Dance: Addison Style!* is one of many annual programs, along with Dance for the Planet and National Tap Dance Celebration to name a few.

PROGRAM DESCRIPTION: Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds. Be sure to indicate how your organization serves Addison residents whether it is as a whole or a specific clientele.

Through *Taste Dance Addison Style*, the Dance Council entertains and educates the public through Dance. Since 2002 this series has brought a diverse offering of Dance to the citizens of Addison. Virtually all styles of Dance have been presented in the intimate setting of the Stone Cottage. These performances have been combined with demonstrations, discussions and audience involvement. This program targets Addison citizens directly through inserts in water bills, public relations and direct mail.

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? Yes No Please explain. The Stone Cottage is accessible to all and Dance is an art form that can be appreciated regardless of background, age or experience.

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	<u>\$193,500</u>	<u>\$203,000</u>
Total Operating Expenses:	<u>\$193,000</u>	<u>\$200,000</u>

What percentage of the organization's annual revenues does this grant request represent? 3.63%

Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Please quantify the number of residents you provided services in the past year: 237
June 10, 2005: 45, June 11, 2005: 58, June 24, 2005: 65, June 25, 2005: 69

Were the services that you provided in Addison successful? How can your efforts be evaluated?

Many patrons returned throughout the series and many positive comments were received from those in attendance. The Dance Council has already received numerous calls about this year's series, from previous patrons in anticipation of the upcoming event. Financially the event was successful, due in large part to the financial support of the Town of Addison.

Describe the impact of services if only partial funding is available:

The series would likely be reduced to one weekend. With the necessity of marketing to the citizens of Addison the marketing budget would remain mostly the same, necessitating a reduction in performance fees paid. The appeal of this series has been the variety of dance styles presented; with a reduction to the number of styles presented the appeal would be reduced greatly. If the budget could not be executed effectively, canceling the series would have to be considered.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison? Yes No if yes, please explain:

We are allowed to distribute information in the Addison Water Bill.

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

Dianne Mallory. Ms. Mallory is invited to all board of directors meetings and is on the mailing list for all mailings.

I certify that the above information is correct and true to the best of my knowledge.

Mike Garner, Executive Director June 28, 2006
Name and Title (please print) Date

Signature

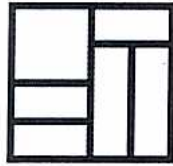
Reminder: Grant requests must be postmarked by June 30, 2006 to:

**Town of Addison
City Manager's Office
Attn: Mario Canizares
P. O. Box 9010
Addison, TX 75001-9010
972/450-7017
mcanizares@ci.addison.tx.us**

The following attachments must be submitted with this application:

1. A cover letter on your letterhead
2. A completed and signed application form
3. A current list of business and foundation donors with their contribution level
4. Operating budget from previous year, current year, and proposed for next year
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. An IRS copy of your organization's nonprofit 501(c)(3) status
7. A list of the members of your board of directors, including names, titles and affiliations
8. Any collateral that would provide additional information about your organization

If you have any questions, please call Mario Canizares at 972-450-7017 or email at mcanizares@ci.addison.tx.us.



WaterTowerTheatre

at the Addison Theatre Centre

June 28, 2006

Mr. Mario Canizares
Assistant to the City Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001

Dear Mario:

WaterTower Theatre respectfully submits the attached funding request for the year 2006-2007 in the following amounts:

Direct Funding	\$240,000
Matching Funding	\$100,000
Additional Matching	\$ 50,000

Please note we have an additional attachment that outlines a proposed partnership with the Dallas Wind Symphony. This project and its grant request is separate and is an addition to WTT's regular programming and its representative budget.

On behalf of the Board of Directors and the staff of WaterTower Theatre, we would like to thank you, the members of the town staff, and the Town of Addison Council Members for this opportunity.

Best regards,

Terry Martin
Producing Artistic Director



2006-07 NONPROFIT ASSISTANCE APPLICATION

Completed applications must be postmarked by Friday, June 30, 2006.

Name of Organization: WaterTower Theatre Tax ID Number: 75-1559945
 Address: 15650 Addison Road City: Addison Zip: 75001
 Telephone: 972-450-6229 Fax: 972-450-6244
 E-mail: info@watertowetheatre.org Web Site: www.watertowetheatre.org
 Executive Director Name: Terry Martin Telephone: 972-450-6229
 Grant Contact Name: Terry Martin Title: Producing Artistic Director Telephone: 972-450-6229
 Program Title: WaterTower Theatre – 2006-2007 Season
 Program Date(s): 10/1/06-9/30/07
 Grant Request for 2006/07: \$ 240,000.00
 Previous Grants Requested: 2006: \$ 240,000.00 2005: \$ 240,000.00 2004: \$ 240,000.00
 Previous Grants/Received: 2006: \$ 230,000.00 2005: \$ 230,000.00 2004: \$ 230,000.00
 Number of Staff: 9 Number of Volunteers: 100
 Tax Exempt: Yes No

ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.

WaterTower Theatre is dedicated to enhancing the quality of life in our community by offering professional theatre, innovative education, and community outreach. We offer 5 main stage productions annually, 2 holiday productions, the Out of the Loop festival, and a range of Education programs including After-School programs, children's Summer programs, Master classes and Internship programs.

PROGRAM DESCRIPTION: Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds. Be sure to indicate how your organization serves Addison residents whether it is as a whole or a specific clientele.

WTT productions are open to the entire community. Ticket prices are affordable to make the theatre accessible to everyone. At the conclusion of the 2005-2006 season total attendance is on track to reach over 30,000 people. WTT not only enhances the quality of life and the visibility of the Town of Addison, but also promotes cultural tourism by encouraging audiences to patronize Addison's restaurants, hotels and other businesses.

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? Yes No
Please explain.

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	\$ <u>1,108,163</u>	\$ <u>1,102,276</u>
Total Operating Expenses:	\$ <u>1,108,163</u>	\$ <u>1,102,276</u>

What percentage of the organization's annual revenues does this grant request represent? 22%

Please quantify the number of residents you provided services in the past year: approximately 3000

Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Were the services that you provided in Addison successful? How can your efforts be evaluated?

WaterTower Theatre celebrated its tenth anniversary this season and has experienced tremendous growth over the years. Total numbers of Season subscriptions continue to grow representing nearly 70% of our capacity, leaving only 30% of tickets available for sale to single ticket buyers. This season our productions have run at an average of 94% of capacity and total attendance is on target to set yet another annual attendance record. Playing to this kind of capacity is well above the national average for not-for profit theatres. WTT continues to emerge as a major force in the regional theatre community due to enthusiastic audience response and critical success. WTT was called the "forefront of local theatres" by the Fort Worth Star-Telegram.

Describe the impact of services if only partial funding is available:


Partial funding would necessitate the re-evaluation and scaling back or canceling of programming.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison? Yes No If yes, please explain:

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

Roger Mellow - email and mail.

I certify that the above information is correct and true to the best of my knowledge.

Terry Martin, Producing Artistic Director	6/28/06
Name and Title (please print)	Date
	
Signature	

Reminder: Grant requests must be postmarked by June 30, 2006 to:

Town of Addison
 City Manager's Office
 Attn: Mario Canizares
 P. O. Box 9010
 Addison, TX 75001-9010
 972/450-7017
mcanizares@ci.addison.tx.us

2006-07 NONPROFIT ASSISTANCE APPLICATION

The following attachments must be submitted with this application:

1. A cover letter on your letterhead
2. A completed and signed application form
3. A current list of business and foundation donors with their contribution level
4. Operating budget from previous year, current year, and proposed for next year
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. An IRS copy of your organization's nonprofit 501(c)(3) status
7. A list of the members of your board of directors, including names, titles and affiliations
8. Any collateral that would provide additional information about your organization

If you have any questions, please call Mario Canizares at 972-450-7017 or email at mcanizares@ci.addison.tx.us.



DALLAS WIND SYMPHONY
JERRY JUNKIN, ARTISTIC DIRECTOR

June 28, 2006

Mr. Mario Canizares
Assistant to the City Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001

Dear Mario:

Dallas Wind Symphony and WaterTower Theatre jointly and respectfully submit the attached funding request for a joint production of **THE MUSIC MAN – IN CONCERT** to be presented at a date to be determined in the spring or summer of 2007.

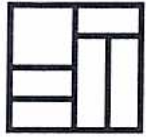
This event will be free of charge and we feel it would be a grand addition to the programming offered in Addison Circle Park. Several contingencies are presented in the attached proposal. We hope you will find this as exciting as we do and we look forward to your comments and thoughts on this proposal.

On behalf of the Board of Directors and the staff of both organizations, we would like to thank you, the members of the town staff, and the Town of Addison Council Members for this opportunity.

Best regards,

Terry Martin
Producing Artistic Director
WaterTower Theatre

Kim Campbell
Founder/Executive Director
Dallas Wind Symphony



WaterTowerTheatre
at the Addison Theatre Centre



DALLAS WIND SYMPHONY
JERRY JUNKIN, ARTISTIC DIRECTOR

To: Council Members and Town of Addison Staff
From: Terry Martin, WaterTower Theatre
Kim Campbell, Dallas Wind Symphony
Date: June 28, 2006
Re: **THE MUSIC MAN - IN CONCERT**

I. OVERVIEW

Dallas Wind Symphony and WaterTower Theatre jointly and respectfully submit a funding request for a joint production of THE MUSIC MAN – IN CONCERT to be presented in Addison Circle Park on a date to be determined in the summer (or possibly spring) of 2007.

II. CONCEPT

THE MUSIC MAN – IN CONCERT will be a full production of the hit musical THE MUSIC MAN in a concert format. There will be minimal staging and choreography and no set except perhaps slide projections that set mood and locale of each scene. Celebrity or Star headliners will be hired to play the lead roles of Harold Hill and Marian Paroo (possibilities include Eric McCormack of the television show *Will and Grace* and Kristin Chenoweth of the Broadway hit *Wicked*) accompanied by the 23 piece Dallas Wind Symphony. All other actor/singers will be hired locally. Terry Martin, Producing Artistic Director of WaterTower Theatre, will direct and the music director/conductor is yet to be determined. The concert will be presented free of charge.

III. TIMING

We feel the optimal time to present this slice of Americana is in the summer and feel it would be the perfect compliment to Addison's KABOOM TOWN celebration on July 3. If we begin at 7:15 p.m., the concert could be complete by 9:30 and act as a perfect segue into the fireworks display. Other possible dates can be discussed – perhaps as a lead into TASTE ADDISON in May.

IV. COST (see attached budget proposal)

The overall cost will depend on the various contingency options such as timing of the actual event, complexity of lighting and sound package and of course the cost of the headliners. Other options include a smaller orchestra and using only local talent. Corporate sponsorships are possibilities yet to be explored and we would welcome input and leads along those lines.

THE MUSIC MAN - IN CONCERT - Contingency 1 - Headliner Talent

EXPENSES
TALENT

National Talent	\$25,000	Name actors for leads - possibilities include Eric McCormick and Kristin Chenoweth
Equity Actors	\$1,000	3 union actors
Non-Equity Actors	\$1,500	19 non union actor/singers
Music Director	\$1,000	
Symphony Orchestra	\$14,700	23 pieces
Miscellaneous	\$1,000	
Sub-Total	\$44,200	
DESIGNERS		
Costumes	\$2,000	
Lighting	\$1,000	
Sound	\$1,000	
Sub-Total	\$4,000	
MATERIALS		
Miscellaneous	\$1,500	
Sub-Total	\$1,500	
CONTRACT LABOR		
Stage Manager	\$300	
Assistant S.M.	\$250	
Build Crew	\$850	
Light/Sound Rental	\$12,000	based on the Standard package used by Dallas Shakespeare
Running Crew	\$1,000	
Miscellaneous	\$1,000	
Sub-Total	\$15,400	
OTHER		
Performance Royalties	\$500	
Scripts	\$500	
Travel	\$2,000	
Hotels	\$2,000	
Hospitality	\$3,000	
Miscellaneous	\$2,000	
Sub-Total	\$10,000	
GRAND TOTAL	\$75,100	

THE MUSIC MAN - IN CONCERT - Contingency 2 - All Local Talent

EXPENSES
TALENT

National Talent	
Equity Actors	\$1,700 5 union actors
Non-Equity Actors	\$1,500 19 non union actor/singers
Music Director	\$1,000
Symphony Orchestra	\$14,700 23 pieces
Miscellaneous	\$1,000
Sub-Total	\$19,900

DESIGNERS

Costumes	\$2,000
Lighting	\$1,000
Sound	\$1,000
Sub-Total	\$4,000

MATERIALS

Miscellaneous	\$1,500
Sub-Total	\$1,500

CONTRACT LABOR

Stage Manager	\$300
Assistant S.M.	\$250
Build Crew	\$850
Light/Sound Rental	\$12,000 based on the Standard package used by Dallas Shakespeare
Running Crew	\$1,000
Miscellaneous	\$1,000
Sub-Total	\$15,400

OTHER

Performance Royalties	\$500
Scripts	\$500
Travel	
Hotels	
Hospitality	
Miscellaneous	\$2,000
Sub-Total	\$3,000

GRAND TOTAL	\$43,800
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THE MUSIC MAN - IN CONCERT - Contingency 3 - All Local Talent & smaller Orchestra

EXPENSES
TALENT

National Talent	
Equity Actors	\$1,700 5 union actors
Non-Equity Actors	\$1,500 19 non union actor/singers
Music Director	\$1,000
Symphony Orchestra	\$8,900 13 pieces
Miscellaneous	\$1,000
Sub-Total	\$14,100

DESIGNERS

Costumes	\$2,000
Lighting	\$1,000
Sound	\$1,000
Sub-Total	\$4,000

MATERIALS

Miscellaneous	\$1,500
Sub-Total	\$1,500

CONTRACT LABOR

Stage Manager	\$300
Assistant S.M.	\$250
Build Crew	\$850
Light/Sound Rental	\$12,000 based on the Standard package used by Dallas Shakespeare
Running Crew	\$1,000
Miscellaneous	\$1,000
Sub-Total	\$15,400

OTHER

Performance Royalties	\$500
Scripts	\$500
Travel	
Hotels	
Hospitality	
Miscellaneous	\$2,000
Sub-Total	\$3,000

GRAND TOTAL	\$38,000
--------------------	-----------------

George Landis
President/ Executive Director



Anshel Brusilow
Music Director/ Conductor

June 30, 2006

Mr. Mario Canizares
Assistant to the City Manager
Town of Addison
5300 Belt Line Road
Addison, TX 75001-9010

Dear Mario:

The Richardson Symphony is pleased to have the opportunity to submit the enclosed bids for performing a wide variety of concerts and other educational and cultural events for the Town of Addison during your 2006 – 2007 fiscal year. Over the past several months, the orchestra has enjoyed performing for the school children of the Addison area, as well as for the business community in the lunchtime chamber concerts at the Spectrum and Colonnade office buildings. The events outlined in the attached presentation expand on both of these programs and add several opportunities for the Town of Addison and the Richardson Symphony to work together to create a symphony orchestra just for the residents of Addison.

The enclosed presentation also includes proposals and bids for the orchestra to work with the Special Events Department on several projects and I am supplying this document to Barbara Kovacevich so that she may review our presentation and bids as well.

If you have any questions about any of the enclosed materials, or if we can clarify any aspect of our proposed programs, please give me a call. I'll be happy to provide you and your staff with whatever you may need.

Thank you for this great opportunity to work with the Town of Addison on these important concert and educational programs. We assure you that the board of directors, staff, music director and all of the musicians of the Richardson Symphony will do everything in our power to make each of these events terrific entertainment for the people of Addison.

Sincerely,

A handwritten signature in black ink, appearing to read "George Landis", written in a cursive style.

George E. Landis
President/Executive Director

Cc: Ron Whitehead, Chris Terry, Bob McLendon, LaRuth Morrow

George Landis
President/ Executive Director



Anshel Brusilow
Music Director / Conductor

June 30, 2006

Ms. Barbara Kovacevich
Special Events Manager
Town of Addison
16801 Westgrove Drive
Addison, TX 75001-9010

Dear Barbara:

The Richardson Symphony is pleased to submit the enclosed bids for the orchestra to participate in several of the events you oversee for the Town of Addison. The events outlined in the attached presentation are an expansion beyond the types of concerts we have been performing for Addison, and represent a special opportunity for the Town of Addison and the Richardson Symphony to work together to create a symphony orchestra to perform an incredible variety of material to entertain all the residents of Addison.

The enclosed presentation also includes proposals and bids for the orchestra to work with Mario Canizares on several cultural and educational projects and I am supplying this document to Mario so that he may review the bids pertaining to his department as well.

If you have any questions about any of the enclosed materials, or if we can clarify any aspect of our proposed programs, please give me a call. I'll be happy to provide you and your staff with whatever you may need.

Thank you for this wonderful opportunity to work with the Town of Addison on these special event programs. We assure you that the board of directors, staff, music director and all of the musicians of the Richardson Symphony will do everything in our power to make each of these events great fun for all the people of Addison.

Sincerely,

A handwritten signature in black ink, appearing to read "George Landis", written in a cursive style.

George E. Landis
President/Executive Director

Cc: Ron Whitehead, Chris Terry, Bob McLendon, LaRuth Morrow

Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Completed applications must be postmarked by Friday, June 30, 2006.

Name of Organization: Richardson Symphony Orchestra Tax ID Number: 751186008
 Address: 800 East Campbell Road, Suite 122 City: Richardson Zip: 75081
 Telephone: 972-234-4195 Fax: 972-238-7514
 E-mail: glandis@richardsonsymphony.org Web Site: www.richardsonsymphony.org
 Executive Director Name: George Landis Telephone: 972-234-4195, ext. 205
 Grant Contact Name: George Landis Title: President/Executive Director Telephone: 972-234-4195, ext. 205
 Program Title: "Symphony Serenades" Lunchtime Concerts at Addison Office Buildings
 Program Date(s): TBD
 Grant Request for 2006/07: \$28,279 (\$ 1,178 per concert) A spreadsheet detailing estimated costs for this project follows this bid form.
 Previous Grants Requested: 2006: \$ 10,449 2005: \$ 0- 2004: \$ 0-
 Previous Grants/Received: 2006: \$ 10,449 2005: \$ 0- 2004: \$ 0-
 Number of Staff: 3 Number of Volunteers: over 200
 Tax Exempt: Yes No

ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.

Founded in 1961, the Richardson Symphony has grown with the northern part of the DFW metroplex to become the premiere orchestra of the region. It is the resident symphony of the Charles W. Eisemann Center for Performing Arts and offers a variety of classical and pops concerts each season programmed to appeal to the varied audiences of the Richardson, Addison, Plano/Collin County, Denton County and North Dallas area.

The mission of the Richardson Symphony is to strengthen the appeal of symphonic music and to enrich the lives of the people of the greater Northern Metroplex (Northern Dallas, Collin and Denton counties with a population of over one million) through the presentation of affordable and accessible live, classical and pops symphonic music of the highest artistic quality.

The Richardson Symphony further seeks to educate current and future audiences for a lifelong involvement with symphonic music by providing high quality, comprehensive music education, including educational children's concerts, performance opportunities for young talented musicians, through the development of partnerships and collaborations with musicians, educational institutions, community organizations, and individuals.

Now in its forty-fourth year, the orchestra is comprised of sixty-five professional AFM Union musicians from the DFW area under the leadership of Anshel Brusilow, Music Director/Conductor. The Orchestra is supported by a dedicated Board of Directors comprising over 50 corporate and community leaders; 165 Richardson Symphony League/Debutantes/Honor Guard; special event committee members; and community volunteers, all of whom contribute hundreds of hours each year and play a vital role, through fundraising efforts, in the success of the Richardson Symphony.

In addition to the critically-acclaimed season of six subscription series performances, the Richardson Symphony is also widely regarded as a leader in education and community outreach programs. The Lennox International Young Artists Competition for Piano and Strings annually draws talented young performers from across the nation. In addition, the orchestra is actively involved in elementary education programs in the Richardson Independent School District and in programs benefiting students at the University of North Texas and University of Texas at Dallas.

The Executive Director oversees full-time, day-to-day operations of the Richardson Symphony Orchestra. This position is supported by the Manager/Operations and Administration and the Director of Development and Community Affairs. Part-time staff who perform specialized functions supporting the orchestra include the Music Director/Conductor, Associate Conductor, Personnel Manager, Production Manager, Librarian, lecturer, and Musicians.

2006-07 NONPROFIT ASSISTANCE APPLICATION

PROGRAM DESCRIPTION: Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds. Be sure to indicate how your organization serves Addison residents whether it is as a whole or a specific clientele.

During the summer of 2006, the Town of Addison provided a free lunchtime concert series featuring ensembles made up of the principal players in the Richardson Symphony for all employees of the businesses in the Colonnade and Spectrum office buildings. These are incredibly well-received events and are a perfect example of the way the Town of Addison works to improve the quality of life for all citizens, both individuals and businesses.

The Richardson Symphony proposes to continue this program and make a regular, two concert per month series available for any business or office building with the desire to host a woodwind, brass or string ensemble to serenade the people who work there. Over the course of the year, 24 different concerts could be held throughout the Addison area, reaching hundreds of business citizens.

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? Yes No
Please explain.

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	\$ <u>705,000</u>	\$ <u>794,337</u>
Total Operating Expenses:	\$ <u>691,507</u>	\$ <u>792,886</u>

What percentage of the organization's annual revenues does this grant request represent?

This request represents 3.4 % of the Richardson Symphony's projected revenues for 2006 – 2007 and would increase total projected operating revenues for 2007 to \$ 822,616.

Please quantify the number of residents you provided services in the past year:

During the Town of Addison's current fiscal year, the Richardson Symphony performed *Peter and the Wolf* for approximately 200 students and faculty of Stark Elementary School. In addition, the woodwind, brass and string chamber ensembles from the Symphony will perform for business residents of Addison during lunchtime "Symphony Serenade" concerts at the Spectrum and Colonnade office buildings. There is no charge for admission for these events and we expect several hundred employees of the businesses in these buildings to enjoy these casual lunchtime concerts.

Were the services that you provided in Addison successful? How can your efforts be evaluated?

The performance at Stark Elementary was met with enthusiastic praise from the faculty and administrators of the school. All grade levels had been studying *Peter and the Wolf* as part of an integrated curriculum encompassing the arts, mathematics and history and the orchestra bringing to life the actual masterwork the students had studied made for a more impactful educational experience. The performances at the Spectrum and Colonnade offices will provide a unique, live music experience for the employees of the businesses at these buildings and is another way that the Town of Addison provides significant quality of life improvement programs for its citizens and business residents.

Future events may be evaluated by ticket sales and attendance figures for each concert or performance.

Describe the impact of services if only partial funding is available:

As there is no ticket revenue potential from this series of concerts, the Richardson Symphony would be unable to perform these events without underwriting from the Town of Addison. If this project is approved, we will work to secure corporate funding for the series for this and future years, to offset the underwriting that would be required from the Town of Addison.

2006-07 NONPROFIT ASSISTANCE APPLICATION

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison? Yes No If yes, please explain:

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

We currently do not have a City Council member assigned to our organization.

I certify that the above information is correct and true to the best of my knowledge.

George E. Landis, president/executive director

June 30, 2006

Name and Title (please print)

Date

Signature

Reminder: Grant requests must be postmarked by June 30, 2006 to:

Town of Addison
City Manager's Office
Attn: Mario Canizares
P. O. Box 9010
Addison, TX 75001-9010
972/450-7017
mcanizares@ci.addison.tx.us

The following attachments must be submitted with this application:

1. A cover letter on your letterhead
2. A completed and signed application form
3. A current list of business and foundation donors with their contribution level
4. Operating budget from previous year, current year, and proposed for next year
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. An IRS copy of your organization's nonprofit 501(c)(3) status
7. A list of the members of your board of directors, including names, titles and affiliations
8. Any collateral that would provide additional information about your organization

If you have any questions, please call Mario Canizares at 972-450-7017 or email at mcanizares@ci.addison.tx.us.

Richardson Symphony Orchestra/Town of Addison
 Performance Cost Estimates: "Symphony Serenade" Lunchtime Chamber Music Series
 Date Prepared: Thursday, June 29, 2006

Performance Dates: TBD
 Number of Performances: 24
 Total Number of Services: 36 (one rehearsal and two performances each month for 12 months)

<u>Item</u>	<u>Per service Amount</u>	<u>Subtotals/ Totals</u>	<u>Notes</u>
Orchestra Musicians:	\$599	\$21,546	Five players per concert (woodwind/brass/string ensembles)
Conductor Fees (if any):	\$0	\$0	
Personnel Manager:	\$0	\$0	
Production Manager:	\$0	\$0	
Librarian:	\$0	\$0	
Pension and Welfare:	\$30	\$1,077	
Dues:	\$0	\$0	
Other/Misc:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$22,623	
Guest Artist(s) Fees:	\$0	\$0	
Items on Rider/Special Requests:	\$0	\$0	
Other/Misc.:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$0	
Venue Costs:			
Rehearsals:	\$0	\$0	
Performance(s):	\$0	\$0	
Piano and tuning:	\$0	\$0	
Shell:	\$0	\$0	
Risers:	\$0	\$0	
FOH costs (tables, etc.):	\$0	\$0	
Other:	\$0	\$0	
Costs from artist special requests:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$0	
Stagehands/production personnel:			
Standard crew for rehearsals:	\$0	\$0	
Standard crew for performances:	\$0	\$0	
Additional crew for rehearsals:	\$0	\$0	
Additional crew for performances:	\$0	\$0	
Other/Misc.:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$0	
Production Costs:			
Sound equipment rental:	\$0	\$0	
Sound production/studio time:	\$0	\$0	
Video equipment rental:	\$0	\$0	
-- Screen:	\$0	\$0	
-- Projection/Playback:	\$0	\$0	
-- Other:	\$0	\$0	
Video production/studio time:	\$0	\$0	
Set rental:	\$0	\$0	
Set design/construction:	\$0	\$0	
Costume rental:	\$0	\$0	
Costume design/construction:	\$0	\$0	
Lighting design:	\$0	\$0	
Lighting equipment rental:	\$0	\$0	
Instrument rental:	\$0	\$0	
Cartage:	\$0	\$0	
Music rental:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$0	
FOH Costs:			
Performers:	\$0	\$0	
Decorations/Special Graphics:	\$0	\$0	
Other/Misc.:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$0	
Contingency:		<u>\$1,131</u>	
Subtotal:		<u>\$1,131</u>	
Management fee:		<u>\$4,525</u>	20% of estimated costs, not including contingency estimate.
TOTAL:		\$28,279	
Estimated cost per concert =		\$1,178	

Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Completed applications must be postmarked by Friday, June 30, 2006.

Name of Organization: Richardson Symphony Orchestra Tax ID Number: 751186008
 Address: 800 East Campbell Road, Suite 122 City: Richardson Zip: 75081
 Telephone: 972-234-4195 Fax: 972-238-7514
 E-mail: glandis@richardsonsymphony.org Web Site: www.richardsonsymphony.org
 Executive Director Name: George Landis Telephone: 972-234-4195, ext. 205
 Grant Contact Name: George Landis Title: President/Executive Director Telephone: 972-234-4195, ext. 205
 Program Title: Town of Addison/Richardson Symphony School Performances for 2006 - 2007
 Program Date(s): To be determined
 Grant Request for 2006/07: \$20,460 (\$10,230 per concert) A spreadsheet detailing the estimated costs for this program follows this bid form.
 Previous Grants Requested: 2006: \$ 10,449 2005: \$ -0- 2004: \$ -0-
 Previous Grants/Received: 2006: \$ 10,449 2005: \$ -0- 2004: \$ -0-
 Number of Staff: 3 Number of Volunteers: over 200
 Tax Exempt: Yes No

ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.

Founded in 1961, the Richardson Symphony has grown with the northern part of the DFW metroplex to become the premiere orchestra of the region. It is the resident symphony of the Charles W. Eisemann Center for Performing Arts and offers a variety of classical and pops concerts each season programmed to appeal to the varied audiences of the Richardson, Addison, Plano/Collin County, Denton County and North Dallas area.

The mission of the Richardson Symphony is to strengthen the appeal of symphonic music and to enrich the lives of the people of the greater Northern Metroplex (Northern Dallas, Collin and Denton counties with a population of over one million) through the presentation of affordable and accessible live, classical and pops symphonic music of the highest artistic quality.

The Richardson Symphony further seeks to educate current and future audiences for a lifelong involvement with symphonic music by providing high quality, comprehensive music education, including educational children's concerts, performance opportunities for young talented musicians, through the development of partnerships and collaborations with musicians, educational institutions, community organizations, and individuals.

Now in its forty-fourth year, the orchestra is comprised of sixty-five professional AFM Union musicians from the DFW area under the leadership of Anshel Brusilow, Music Director/Conductor. The Orchestra is supported by a dedicated Board of Directors comprising over 50 corporate and community leaders; 165 Richardson Symphony League/Debutantes/Honor Guard; special event committee members; and community volunteers, all of whom contribute hundreds of hours each year and play a vital role, through fundraising efforts, in the success of the Richardson Symphony.

In addition to the critically-acclaimed season of six subscription series performances, the Richardson Symphony is also widely regarded as a leader in education and community outreach programs. The Lennox International Young Artists Competition for Piano and Strings annually draws talented young performers from across the nation. In addition, the orchestra is actively involved in elementary education programs in the Richardson Independent School District and in programs benefiting students at the University of North Texas and University of Texas at Dallas.

The Executive Director oversees full-time, day-to-day operations of the Richardson Symphony Orchestra. This position is supported by the Manager/Operations and Administration and the Director of Development and Community Affairs. Part-time staff who perform specialized functions supporting the orchestra include the Music Director/Conductor, Associate Conductor, Personnel Manager, Production Manager, Librarian, lecturer, and Musicians.

2006-07 NONPROFIT ASSISTANCE APPLICATION

PROGRAM DESCRIPTION: Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds. Be sure to indicate how your organization serves Addison residents whether it is as a whole or a specific clientele.

This program will provide a full symphony orchestra concert for all elementary school children in the two public schools serving the Town of Addison. For 2006-2007, the Richardson Symphony would perform a variety of works demonstrating the history of the orchestra from the small ensembles used by Bach to the large orchestras of today. The 54 piece orchestra performs works by Bach, Mozart, Beethoven, Tchaikovsky, Stravinsky and film music by John Williams. The one hour program is narrated by maestro Anshel Brusilow (who is an enchanting story-teller) and is conducted by RSO assistant conductor Adron Ming. It is widely regarded as one of the finest school concert programs in the country today and will be an exciting and memorable musical experience for the children of Addison.

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? Yes No
Please explain.

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	\$ <u>705,000</u>	\$ <u>794,337</u>
Total Operating Expenses:	\$ <u>691,507</u>	\$ <u>792,886</u>

What percentage of the organization's annual revenues does this grant request represent?

This request represents 2.5 % of the Richardson Symphony's projected revenues for 2006 – 2007 and would increase total projected operating revenues for 2007 to \$ 814,797.

Please quantify the number of residents you provided services in the past year:

During the Town of Addison's current fiscal year, the Richardson Symphony performed *Peter and the Wolf* for approximately 200 students and faculty of Stark Elementary School. In addition, the woodwind, brass and string chamber ensembles from the Symphony will perform for business residents of Addison during lunchtime "Symphony Serenade" concerts at the Spectrum and Colonnade office buildings. There is no charge for admission for these events and we expect several hundred employees of the businesses in these buildings to enjoy these casual lunchtime concerts.

Were the services that you provided in Addison successful? How can your efforts be evaluated?

The performance at Stark Elementary was met with enthusiastic praise from the faculty and administrators of the school. All grade levels had been studying *Peter and the Wolf* as part of an integrated curriculum encompassing the arts, mathematics and history and the orchestra bringing to life the actual masterwork the students had studied made for a more impactful educational experience. The performances at the Spectrum and Colonnade offices will provide a unique, live music experience for the employees of the businesses at these buildings and is another way that the Town of Addison provides significant quality of life improvement programs for its citizens and business residents.

Future events may be evaluated by ticket sales and attendance figures for each concert or performance.

Describe the impact of services if only partial funding is available:

As performances for the elementary school children of Addison is not a ticketed event, the Richardson Symphony would be unable to perform these concerts without underwriting from the Town of Addison.

2006-07 NONPROFIT ASSISTANCE APPLICATION

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison? Yes No If yes, please explain:

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

We currently do not have a City Council member assigned to our organization.

I certify that the above information is correct and true to the best of my knowledge.

George E. Landis, president/executive director

June 30, 2006

Name and Title (please print)

Date

Signature

Reminder: Grant requests must be postmarked by June 30, 2006 to:

Town of Addison
City Manager's Office
Attn: Mario Canizares
P. O. Box 9010
Addison, TX 75001-9010
972/450-7017
mcanizares@ci.addison.tx.us

The following attachments must be submitted with this application:

1. A cover letter on your letterhead
2. A completed and signed application form
3. A current list of business and foundation donors with their contribution level
4. Operating budget from previous year, current year, and proposed for next year
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. An IRS copy of your organization's nonprofit 501(c)(3) status
7. A list of the members of your board of directors, including names, titles and affiliations
8. Any collateral that would provide additional information about your organization

If you have any questions, please call Mario Canizares at 972-450-7017 or email at mcanizares@ci.addison.tx.us.

Richardson Symphony Orchestra/Town of Addison
 Performance Cost Estimates: School Performances for 2006 - 2007
 Date Prepared: 29-Jun-06

Performance Dates: TBD
 Number of Performances: 2
 Number of Services: 2

<u>Item</u>	<u>Per performance Amount</u>	<u>Subtotals/ Totals</u>	<u>Notes</u>
Orchestra Musicians:	\$6,033	\$12,065	54 players/service. Each service is 2.5 hours. Orch. Assistant conductor.
Conductor Fees (if any):	\$500	\$1,000	
Personnel Manager:	\$300	\$600	
Production Manager:	\$300	\$600	
Librarian:	\$300	\$300	
Pension and Welfare:	\$302	\$603	
Dues:	\$0	\$0	
Other/Misc:	<u>\$300</u>	<u>\$600</u>	Narrator/MC
Subtotal:		\$15,768	
Guest Artist(s) Fees:	\$0	\$0	
Items on Rider/Special Requests:	\$0	\$0	
Other/Misc.:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$0	
Venue Costs:			
Rehearsals:	\$0	\$0	
Performance(s):	\$0	\$0	
Piano and tuning:	\$0	\$0	
Shell:	\$0	\$0	
Risers:	\$0	\$0	
FOH costs (tables, etc.):	\$0	\$0	
Other:	\$0	\$0	
Costs from artist special requests:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$0	
Stagehands/production personnel:			
Standard crew for rehearsals:	\$0	\$0	
Standard crew for performances:	\$0	\$0	
Additional crew for rehearsals:	\$0	\$0	
Additional crew for performances:	\$0	\$0	
Other/Misc.:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$0	
Production Costs:			
Sound equipment rental:	\$150	\$300	
Sound production/studio time:	\$0	\$0	
Video equipment rental:	\$0	\$0	
-- Screen:	\$0	\$0	
-- Projection/Playback:	\$0	\$0	
-- Other:	\$0	\$0	
Video production/studio time:	\$0	\$0	
Set rental:	\$0	\$0	
Set design/construction:	\$0	\$0	
Costume rental:	\$0	\$0	
Costume design/construction:	\$0	\$0	
Lighting design:	\$0	\$0	
Lighting equipment rental:	\$0	\$0	
Instrument rental:	\$0	\$0	
Cartage:	\$150	\$300	Percussion cartage fees.
Music rental:	<u>\$0</u>	<u>\$0</u>	All music from RSO library.
Subtotal:		\$600	
FOH Costs:			
Performers:	\$0	\$0	
Decorations/Special Graphics:	\$0	\$0	
Other/Misc.:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$0	
Contingency:		<u>\$818</u>	
		<u>\$818</u>	
Management fee:		<u>\$3,274</u>	20% of estimated costs, not including contingency estimate.
TOTAL:		\$20,460	
Estimated costs per performance:		\$10,230	

Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Completed applications must be postmarked by Friday, June 30, 2006.

Name of Organization: Richardson Symphony Orchestra Tax ID Number: 751186008
 Address: 800 East Campbell Road, Suite 122 City: Richardson Zip: 75081
 Telephone: 972-234-4195 Fax: 972-238-7514
 E-mail: glandis@richardsonsymphony.org Web Site: www.richardsonsymphony.org
 Executive Director Name: George Landis Telephone: 972-234-4195, ext. 205
 Grant Contact Name: George Landis Title: President/Executive Director Telephone: 972-234-4195, ext. 205
 Program Title: Addison Chamber Symphony Series at Water Tower Theater: An Orchestra Just for Addison
 Program Date(s): TBD
 Grant Request for 2006/07: \$ 92,951 (\$23,238 per concert)
 Previous Grants Requested: 2006: \$ 10,449 2005: \$ -0- 2004: \$ -0-
 Previous Grants/Received: 2006: \$ 10,449 2005: \$ -0- 2004: \$ -0-
 Number of Staff: 3 Number of Volunteers: over 200
 Tax Exempt: Yes No

ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.

Founded in 1961, the Richardson Symphony has grown with the northern part of the DFW metroplex to become the premiere orchestra of the region. It is the resident symphony of the Charles W. Eisemann Center for Performing Arts and offers a variety of classical and pops concerts each season programmed to appeal to the varied audiences of the Richardson, Addison, Plano/Collin County, Denton County and North Dallas area.

The mission of the Richardson Symphony is to strengthen the appeal of symphonic music and to enrich the lives of the people of the greater Northern Metroplex (Northern Dallas, Collin and Denton counties with a population of over one million) through the presentation of affordable and accessible live, classical and pops symphonic music of the highest artistic quality.

The Richardson Symphony further seeks to educate current and future audiences for a lifelong involvement with symphonic music by providing high quality, comprehensive music education, including educational children's concerts, performance opportunities for young talented musicians, through the development of partnerships and collaborations with musicians, educational institutions, community organizations, and individuals.

Now in its forty-fourth year, the orchestra is comprised of sixty-five professional AFM Union musicians from the DFW area under the leadership of Anshel Brusilow, Music Director/Conductor. The Orchestra is supported by a dedicated Board of Directors comprising over 50 corporate and community leaders; 165 Richardson Symphony League/Debutantes/Honor Guard; special event committee members; and community volunteers, all of whom contribute hundreds of hours each year and play a vital role, through fundraising efforts, in the success of the Richardson Symphony.

In addition to the critically-acclaimed season of six subscription series performances, the Richardson Symphony is also widely regarded as a leader in education and community outreach programs. The Lennox International Young Artists Competition for Piano and Strings annually draws talented young performers from across the nation. In addition, the orchestra is actively involved in elementary education programs in the Richardson Independent School District and in programs benefiting students at the University of North Texas and University of Texas at Dallas.

The Executive Director oversees full-time, day-to-day operations of the Richardson Symphony Orchestra. This position is supported by the Manager/Operations and Administration and the Director of Development and Community Affairs. Part-time staff who perform specialized functions supporting the orchestra include the Music Director/Conductor, Associate Conductor, Personnel Manager, Production Manager, Librarian, lecturer, and Musicians.

2006-07 NONPROFIT ASSISTANCE APPLICATION

PROGRAM DESCRIPTION: Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds. Be sure to indicate how your organization serves Addison residents whether it is as a whole or a specific clientele.

The Addison Chamber Symphony Series will bring a regularly-scheduled orchestra subscription series to all the citizens of Addison in the form of a four concert chamber symphony package to be performed in the Water Tower Theater (or at the Conference Center if the Theater is unavailable). This is an exciting opportunity to create a permanent orchestra for Addison that is ideally suited to the available concert venue. Each concert would be conceived, rehearsed and performed specifically for Addison using up to 35 players from the Richardson Symphony. Depending on availability of Water Tower Theater, we propose two concerts in the fall and two in spring, beginning in late October, 2006 and ending by mid-April, 2007. The proposed repertoire would include:

- Concert #1: "Mostly Mozart"
Eine kleine Nachtmusik (A Little Night Music) for String Orchestra
Symphony #29 in A major
Sinfonia concertante for violin, viola and orchestra
 Others TBD
- Concert #2: "Chamber Symphony Pops"
 Selections from Broadway musicals, recent film scores and big band/jazz standards.
- Concert #3: "String Serenades"
 Samuel Barber: *Adagio for Strings*
 Maurice Ravel: *Pavanne for a Dead Princess*
 Antonio Vivaldi: *The Four Seasons*
 Others TBD
- Concert #4: "Modern Classics"
 Aaron Copland: *Appalachian Spring* (original version for 13 instruments)
 George Gershwin: *An American in Paris* original version for small jazz orchestra
 Igor Stravinsky: *Pulcinella Suite* or *Dunbarton Oaks Concerto for Orchestra*
 Others TBD

As with all Richardson Symphony concerts, the audience will come from the entire population of the Addison area—anyone who may enjoy great classical and Pops repertoire performed by the only fully-professional orchestra in the northern DFW metroplex and is another unique way the Town of Addison can provide a wonderful cultural resource for its citizens.

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? Yes No
 Please explain.

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	\$ <u>705,000</u>	\$ <u>794,337</u>
Total Operating Expenses:	\$ <u>691,507</u>	\$ <u>792,886</u>

What percentage of the organization's annual revenues does this grant request represent?

This request represents 10.6 % of the Richardson Symphony's projected revenues for 2006 – 2007 and would increase total projected operating revenues for 2007 to \$ 889,038.

Please quantify the number of residents you provided services in the past year:

During the Town of Addison's current fiscal year, the Richardson Symphony performed *Peter and the Wolf* for approximately 200 students and faculty of Stark Elementary School. In addition, the woodwind, brass and string chamber ensembles from the Symphony will perform for business residents of Addison during lunchtime "Symphony Serenade" concerts at the Spectrum and Colonnade office buildings. There is no charge for admission for these events and we expect several hundred employees of the businesses in these buildings to enjoy these casual lunchtime concerts.

2006-07 NONPROFIT ASSISTANCE APPLICATION

Were the services that you provided in Addison successful? How can your efforts be evaluated?

The performance at Stark Elementary was met with enthusiastic praise from the faculty and administrators of the school. All grade levels had been studying *Peter and the Wolf* as part of an integrated curriculum encompassing the arts, mathematics and history and the orchestra bringing to life the actual masterwork the students had studied made for a more impactful educational experience. The performances at the Spectrum and Colonnade offices will provide a unique, live music experience for the employees of the businesses at these buildings and is another way that the Town of Addison provides significant quality of life improvement programs for its citizens and business residents.

Future events may be evaluated by ticket sales and attendance figures for each concert or performance.

Describe the impact of services if only partial funding is available:

During this first year, the Richardson Symphony would not be able to provide this service without underwriting from the Town of Addison. For the second and subsequent years of performing the "Addison Chamber Symphony Series" concerts, the RSO would endeavor to secure corporate underwriting to cover much of the cost of the performances and would have a clearer picture of the impact ticket sales would have on funding for this concert series. As a result, requested funding from the Town of Addison for this concert series would be less in second and following years.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison? Yes No If yes, please explain:

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

We currently do not have a City Council member assigned to our organization.

I certify that the above information is correct and true to the best of my knowledge.

George E. Landis, president/executive director

June 30, 2006

Name and Title (please print)

Date

Signature

Reminder: Grant requests must be postmarked by June 30, 2006 to:

Town of Addison
City Manager's Office
Attn: Mario Canizares
P. O. Box 9010
Addison, TX 75001-9010
972/450-7017
mcanizares@ci.addison.tx.us

The following attachments must be submitted with this application:

1. A cover letter on your letterhead
2. A completed and signed application form
3. A current list of business and foundation donors with their contribution level
4. Operating budget from previous year, current year, and proposed for next year
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. An IRS copy of your organization's nonprofit 501(c)(3) status
7. A list of the members of your board of directors, including names, titles and affiliations
8. Any collateral that would provide additional information about your organization

If you have any questions, please call Mario Canizares at 972-450-7017 or email at mcanizares@ci.addison.tx.us.

Richardson Symphony Orchestra/Town of Addison

Performance Cost Estimates:

Chamber Orchestra Concert Series at Water Tower Theater and/or Addison Conf. Center

Date Prepared:

Thursday, June 29, 2006

Performance Dates:

TBD

Number of Performances:

4

Total Number of Services

12 (two rehearsals and a performance for each of four concerts)

<u>Item</u>	<u>Per service Amount</u>	<u>Subtotals/ Totals</u>	<u>Notes</u>
Orchestra Musicians:	\$4,838	\$58,058	35 players per concert/four concerts in the series
Conductor Fees (if any):	\$1,500	\$6,000	
Personnel Manager:	\$300	\$1,200	
Production Manager:	\$300	\$1,200	
Librarian:	\$300	\$1,200	
Pension and Welfare:	\$242	\$2,903	
Dues:	\$0	\$0	
Other/Misc:	\$0	\$0	
<i>Subtotal:</i>		\$70,561	
Guest Artist(s) Fees:	\$1,000	\$4,000	
Items on Rider/Special Requests:	\$0	\$0	
Other/Misc.:	\$0	\$0	
<i>Subtotal:</i>		\$4,000	
Venue Costs:			
Rehearsals:	\$150	\$600	Karayanis Center
Performance(s):	\$1,500	\$6,000	Addison Conference Center costs. Will be lower if WT Theater is available.
Piano and tuning:	\$0	\$0	
Shell:	\$0	\$0	
Risers:	\$0	\$0	
FOH costs (tables, etc.):	\$0	\$0	
Other:	\$0	\$0	
Costs from artist special requests:	\$50	\$200	
<i>Subtotal:</i>		\$6,800	
Stagehands/production personnel:			
Standard crew for rehearsals:	\$0	\$0	
Standard crew for performances:	\$150	\$600	
Additional crew for rehearsals:	\$0	\$0	
Additional crew for performances:	\$0	\$0	
Other/Misc.:	\$0	\$0	
<i>Subtotal:</i>		\$600	
Production Costs:			
Sound equipment rental:	\$100	\$400	
Sound production/studio time:	\$0	\$0	
Video equipment rental:	\$0	\$0	
– Screen:	\$0	\$0	
– Projection/Playback:	\$0	\$0	
– Other:	\$0	\$0	
Video production/studio time:	\$0	\$0	
Set rental:	\$0	\$0	
Set design/construction:	\$0	\$0	
Costume rental:	\$0	\$0	
Costume design/construction:	\$0	\$0	
Lighting design:	\$0	\$0	
Lighting equipment rental:	\$500	\$2,000	These costs may be eliminated if concerts held at WT Theater
Instrument rental:	\$0	\$0	
Cartage:	\$300	\$1,200	
Music rental:	\$0	\$0	
<i>Subtotal:</i>		\$3,600	
FOH and Marketing Costs:			
Performers:	\$0	\$0	
Decorations/Special Graphics:	\$0	\$0	
Estimated marketing expenses:	\$2,000	\$8,000	
<i>Subtotal:</i>		\$8,000	
Contingency:		\$4,678	
<i>Subtotal:</i>		\$4,678	
Management fee:		\$18,712	20% of estimated costs, not including contingency estimate.
Estimated ticket sales:		\$24,000	
TOTAL:		\$92,951	
Estimated cost per concert =		\$23,238	

Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Completed applications must be postmarked by Friday, June 30, 2006.

Name of Organization: Richardson Symphony Orchestra Tax ID Number: 751186008

Address: 800 East Campbell Road, Suite 122 City: Richardson Zip: 75081

Telephone: 972-234-4195 Fax: 972-238-7514

E-mail: glandis@richardsonsymphony.org Web Site: www.richardsonsymphony.org

Executive Director Name: George Landis Telephone: 972-234-4195, ext. 205

Grant Contact Name: George Landis Title: President/Executive Director Telephone: 972-234-4195, ext. 205

Program Title: Addison at the Eisemann Center: A Tribute to Pops Master Arthur Fiedler

Program Date(s): November 5, 2006 (This date is on hold for this event, but other dates could be arranged if more convenient or desirable for the Town of Addison).

Grant Request for 2006/07: \$19289

Previous Grants Requested: 2006: \$ 10,449 2005: \$ -0- 2004: \$ -0-

Previous Grants/Received: 2006: \$ 10,449 2005: \$ -0- 2004: \$ -0-

Number of Staff: 3 Number of Volunteers: over 200

Tax Exempt: Yes No

ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.

Founded in 1961, the Richardson Symphony has grown with the northern part of the DFW metroplex to become the premiere orchestra of the region. It is the resident symphony of the Charles W. Eisemann Center for Performing Arts and offers a variety of classical and pops concerts each season programmed to appeal to the varied audiences of the Richardson, Addison, Plano/Collin County, Denton County and North Dallas area.

The mission of the Richardson Symphony is to strengthen the appeal of symphonic music and to enrich the lives of the people of the greater Northern Metroplex (Northern Dallas, Collin and Denton counties with a population of over one million) through the presentation of affordable and accessible live, classical and pops symphonic music of the highest artistic quality.

The Richardson Symphony further seeks to educate current and future audiences for a lifelong involvement with symphonic music by providing high quality, comprehensive music education, including educational children's concerts, performance opportunities for young talented musicians, through the development of partnerships and collaborations with musicians, educational institutions, community organizations, and individuals.

Now in its forty-fourth year, the orchestra is comprised of sixty-five professional AFM Union musicians from the DFW area under the leadership of Anshel Brusilow, Music Director/Conductor. The Orchestra is supported by a dedicated Board of Directors comprising over 50 corporate and community leaders; 165 Richardson Symphony League/Debutantes/Honor Guard; special event committee members; and community volunteers, all of whom contribute hundreds of hours each year and play a vital role, through fundraising efforts, in the success of the Richardson Symphony.

In addition to the critically-acclaimed season of six subscription series performances, the Richardson Symphony is also widely regarded as a leader in education and community outreach programs. The Lennox International Young Artists Competition for Piano and Strings annually draws talented young performers from across the nation. In addition, the orchestra is actively involved in elementary education programs in the Richardson Independent School District and in programs benefiting students at the University of North Texas and University of Texas at Dallas.

The Executive Director oversees full-time, day-to-day operations of the Richardson Symphony Orchestra. This position is supported by the Manager/Operations and Administration and Director of Development and Community Affairs. Part-time staff who perform specialized functions supporting the orchestra include the Music Director/Conductor, Associate Conductor, Personnel Manager, Production Manager, Librarian, lecturer, and Musicians.

2006-07 NONPROFIT ASSISTANCE APPLICATION

PROGRAM DESCRIPTION: Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds. Be sure to indicate how your organization serves Addison residents whether it is as a whole or a specific clientele.

This concert is the first of a proposed series of two "Addison at the Eisemann Center" performances and features the RSO performing a series of tunes made famous by the creator of Pops concerts: Arthur Fiedler. This concert will provide all the citizens of Addison with the opportunity to experience "their" orchestra performing light classical and Broadway repertoire on a special performance date specifically for Addison. This particular concert will feature performances of works by George Gershwin, Leroy Anderson, waltzes by Johann Strauss, a march by Sergei Prokofiev and the brilliant young violinist Howard Zhang performing Mendelssohn's *Violin Concerto in e minor*. Maestro Brusilow will finish the concert as Arthur Fiedler always did, with a rousing performance of Sousa's *Stars and Stripes Forever*.

Providing the two "Addison at the Eisemann Center" concerts for the citizens of Addison is an important way to bring a large symphony orchestra, performing both the classics and lighter, Pops repertoire to the city, and is an excellent way to provide another of the quality of life improvements for which the Town of Addison is renowned.

This is an extremely efficient way for the Town of Addison to offer a delightful Pops concert for a relatively small cost. This grant request is only for the incremental costs of the extra performance. The RSO has already absorbed the costs for all rehearsals, music rentals, percussion rentals, etc. in its budget for the regular season. A spreadsheet detailing the estimated costs for this concert follows this form.

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? X Yes No
Please explain.

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	\$ <u>705,000</u>	\$ <u>794,337</u>
Total Operating Expenses:	\$ <u>691,507</u>	\$ <u>792,886</u>

What percentage of the organization's annual revenues does this grant request represent?

This request represents 2.3 % of the Richardson Symphony's projected revenues for 2006 – 2007 and would increase total projected operating revenues for 2007 to \$ 813,626

Please quantify the number of residents you provided services in the past year:

During the Town of Addison's current fiscal year, the Richardson Symphony performed *Peter and the Wolf* for approximately 200 students and faculty of Stark Elementary School. In addition, the woodwind, brass and string chamber ensembles from the Symphony will perform for business residents of Addison during lunchtime "Symphony Serenade" concerts at the Spectrum and Colonnade office buildings. There is no charge for admission for these events and we expect several hundred employees of the businesses in these buildings to enjoy these casual lunchtime concerts.

Were the services that you provided in Addison successful? How can your efforts be evaluated?

The performance at Stark Elementary was met with enthusiastic praise from the faculty and administrators of the school. All grade levels had been studying *Peter and the Wolf* as part of an integrated curriculum encompassing the arts, mathematics and history and the orchestra bringing to life the actual masterwork the students had studied made for a more impactful educational experience. The performances at the Spectrum and Colonnade offices will provide a unique, live music experience for the employees of the businesses at these buildings and is another way that the Town of Addison provides significant quality of life improvement programs for its citizens and business residents.

2006-07 NONPROFIT ASSISTANCE APPLICATION

Future events may be evaluated by ticket sales and attendance figures for each concert or performance.

Describe the impact of services if only partial funding is available:

During this first year, the Richardson Symphony would not be able to provide this service without underwriting from the Town of Addison. For the second and subsequent years of performing the "Addison at the Eisemann Center" concerts, the RSO would endeavor to secure corporate underwriting to cover much of the cost of this performance and would have a clearer picture of the impact ticket sales would have on funding for this concert. As a result, funding from the Town of Addison for this concert series would be less in second and following years.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison? Yes No If yes, please explain:

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

We currently do not have a City Council member assigned to our organization.

I certify that the above information is correct and true to the best of my knowledge.

George E. Landis, president/executive director

June 30, 2006

Name and Title (please print)

Date

Signature

Reminder: Grant requests must be postmarked by June 30, 2006 to:

Town of Addison
City Manager's Office
Attn: Mario Canizares
P. O. Box 9010
Addison, TX 75001-9010
972/450-7017
mcanizares@ci.addison.tx.us

The following attachments must be submitted with this application:

1. A cover letter on your letterhead
2. A completed and signed application form
3. A current list of business and foundation donors with their contribution level
4. Operating budget from previous year, current year, and proposed for next year
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. An IRS copy of your organization's nonprofit 501(c)(3) status
7. A list of the members of your board of directors, including names, titles and affiliations
8. Any collateral that would provide additional information about your organization

If you have any questions, please call Mario Canizares at 972-450-7017 or email at mcanizares@ci.addison.tx.us.

Richardson Symphony Orchestra/Town of Addison
 Performance Cost Estimates: Addison at the Eisemann Center-A Tribute to Pops Master Arthur Fiedler
 Date Prepared: Thursday, June 29, 2006

Performance Dates: 5-Nov-06
 Number of Performances: 1
 Number of Services: 1

<u>Item</u>	<u>Per service Amount</u>	<u>Subtotals/ Totals</u>	<u>Notes</u>
Orchestra Musicians:	\$7,620	\$7,620	65 Players.
Conductor Fees (if any):	\$2,500	\$2,500	
Personnel Manager:	\$300	\$300	
Production Manager:	\$300	\$300	
Librarian:	\$300	\$300	
Pension and Welfare:	\$381	\$381	
Dues:	\$0	\$0	
Other/Misc:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$11,401	
Guest Artist(s) Fees:	\$2,000	\$2,000	Howard Zhang, violinist performing Mendelssohn #1
Items on Rider/Special Requests:	\$50	\$50	
Other/Misc.:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$2,050	
Eisemann Center Costs:			
Rehearsals:	\$0	\$0	
Performance(s):	\$1,250	\$1,250	
Piano and tuning:	\$0	\$0	
Shell:	\$0	\$0	
Risers:	\$0	\$0	
FOH costs (tables, etc.):	\$30	\$30	
Other:	\$0	\$0	
Costs from artist special requests:	<u>\$50</u>	<u>\$50</u>	
Subtotal:		\$1,330	Based on 05 - 06 costs for 2 reh. + 1 perf.
Stagehands/production personnel:			
Standard crew for rehearsals:	\$0	\$0	
Standard crew for performances:	\$350	\$350	
Additional crew for rehearsals:	\$0	\$0	
Additional crew for performances:	\$0	\$0	
Other/Misc.:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$350	
Production Costs:			
Audio recording	\$0	\$0	
Sound equipment rental:	\$0	\$0	
Sound production/studio time:	\$0	\$0	
Video equipment rental:	\$0	\$0	
-- Screen:	\$0	\$0	
-- Projection/Playback:	\$0	\$0	
-- Other:	\$0	\$0	
Video production/studio time:	\$0	\$0	
Set rental:	\$0	\$0	
Set design/construction:	\$0	\$0	
Costume rental:	\$0	\$0	
Costume design/construction:	\$0	\$0	
Lighting design:	\$0	\$0	
Lighting equipment rental:	\$0	\$0	
Instrument rental:	\$0	\$0	
Cartage:	\$250	\$250	
Music rental:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$250	
FOH Costs:			
Performers:	\$0	\$0	
Decorations/Special Graphics:	\$0	\$0	
Other/Misc.:	<u>\$50</u>	<u>\$50</u>	
Subtotal:		\$50	
Contingency:		<u>\$772</u>	
		<u>\$772</u>	
Management fee:		<u>\$1,086</u>	
TOTAL:		\$19,289	
Estimated cost per concert =		\$19,289	

Addison!

2006-07 NONPROFIT ASSISTANCE APPLICATION

Completed applications must be postmarked by Friday, June 30, 2006.

Name of Organization: Richardson Symphony Orchestra Tax ID Number: 751186008
Address: 800 East Campbell Road, Suite 122 City: Richardson Zip: 75081
Telephone: 972-234-4195 Fax: 972-238-7514
E-mail: glandis@richardsonsymphony.org Web Site: www.richardsonsymphony.org
Executive Director Name: George Landis Telephone: 972-234-4195, ext. 205
Grant Contact Name: George Landis Title: President/Executive Director Telephone: 972-234-4195, ext. 205
Program Title: Addison at the Eisemann Center: The Spectacular Finale to the Richardson Symphony Orchestra's 2006 – 2007 Season
Program Date(s): April 15, 2007 (This date is on hold for this event, but other dates could be arranged if more convenient or desirable for the Town of Addison).
Grant Request for 2006/07: \$21,760
Previous Grants Requested: 2006: \$ 10,449 2005: \$ 0- 2004: \$ 0-
Previous Grants/Received: 2006: \$ 10,449 2005: \$ 0- 2004: \$ 0-
Number of Staff: 3 Number of Volunteers: over 200
Tax Exempt: Yes No

ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.

Founded in 1961, the Richardson Symphony has grown with the northern part of the DFW metroplex to become the premiere orchestra of the region. It is the resident symphony of the Charles W. Eisemann Center for Performing Arts and offers a variety of classical and pops concerts each season programmed to appeal to the varied audiences of the Richardson, Addison, Plano/Collin County, Denton County and North Dallas area.

The mission of the Richardson Symphony is to strengthen the appeal of symphonic music and to enrich the lives of the people of the greater Northern Metroplex (Northern Dallas, Collin and Denton counties with a population of over one million) through the presentation of affordable and accessible live, classical and pops symphonic music of the highest artistic quality.

The Richardson Symphony further seeks to educate current and future audiences for a lifelong involvement with symphonic music by providing high quality, comprehensive music education, including educational children's concerts, performance opportunities for young talented musicians, through the development of partnerships and collaborations with musicians, educational institutions, community organizations, and individuals.

Now in its forty-fourth year, the orchestra is comprised of sixty-five professional AFM Union musicians from the DFW area under the leadership of Anshel Brusilow, Music Director/Conductor. The Orchestra is supported by a dedicated Board of Directors comprising over 50 corporate and community leaders; 165 Richardson Symphony League/Debutantes/Honor Guard; special event committee members; and community volunteers, all of whom contribute hundreds of hours each year and play a vital role, through fundraising efforts, in the success of the Richardson Symphony.

In addition to the critically-acclaimed season of six subscription series performances, the Richardson Symphony is also widely regarded as a leader in education and community outreach programs. The Lennox International Young Artists Competition for Piano and Strings annually draws talented young performers from across the nation. In addition, the orchestra is actively involved in elementary education programs in the Richardson Independent School District and in programs benefiting students at the University of North Texas and University of Texas at Dallas.

The Executive Director oversees full-time, day-to-day operations of the Richardson Symphony Orchestra. This position is supported by the Manager/Operations and Administration and Director of Development and Community Affairs. Part-time staff who perform specialized functions supporting the

2006-07 NONPROFIT ASSISTANCE APPLICATION

orchestra include the Music Director/Conductor, Associate Conductor, Personnel Manager, Production Manager, Librarian, lecturer, and Musicians.

PROGRAM DESCRIPTION: Provide a description on how your organization will serve the residents of the Town of Addison with the requested funds. Be sure to indicate how your organization serves Addison residents whether it is as a whole or a specific clientele.

This concert will provide all the citizens of Addison with the opportunity to experience "their" orchestra performing thrilling masterpieces of the symphonic repertoire on a special performance date specifically for Addison. This is the second of a proposed series of two concerts in the "Addison at the Eisemann Center" series. This particular concert is the finale of the RSO's 2006 – 2007 Season and features Cliburn International Piano Competition finalist Alexander Moutouzkine performing Franz Liszt's *Concerto # 1* for piano. In addition, the orchestra will be performing the North Texas premiere of a new work by Mark Snow and will finish the evening with Dimitri Shostakovich's monumental *Symphony # 5 in d minor*. Providing the two "Addison at the Eisemann Center" concerts for the citizens of Addison is an important way to bring a large symphony orchestra, performing both the classics and lighter, Pops repertoire to the city, and is an excellent way to provide another of the quality of life improvements for which the Town of Addison is renowned.

This will also be an extremely efficient way for the Town of Addison to offer a major classical concert for a relatively small cost. This grant request is only for the incremental costs of the extra performance. The RSO has already absorbed the costs for all rehearsals, music rentals, percussion rentals, etc. in its budget for the regular season. A spreadsheet detailing the estimated costs for this concert follows this form.

The Richardson Symphony, under the leadership of maestro Anshel Brusilow, is famous for its thrilling performances of the really big, important symphonic works. This concert is the perfect example of this tradition and promises to be an evening the citizens of Addison will long remember.

All organizations that receive funding must serve all residents of Addison, regardless of School District boundaries. Will your organization be able to meet this requirement? Yes No
Please explain.

	FISCAL YEAR 2006 BUDGETED	FISCAL YEAR 2007 PROJECTED
Total Operating Revenues:	\$ <u>705,000</u>	\$ <u>794,337</u>
Total Operating Expenses:	\$ <u>691,507</u>	\$ <u>792,886</u>

What percentage of the organization's annual revenues does this grant request represent?

This request represents 2.6 % of the Richardson Symphony's projected revenues for 2006 – 2007 and would increase total projected operating revenues for 2007 to \$ 816,097.

Please quantify the number of residents you provided services in the past year:

During the Town of Addison's current fiscal year, the Richardson Symphony performed *Peter and the Wolf* for approximately 200 students and faculty of Stark Elementary School. In addition, the woodwind, brass and string chamber ensembles from the Symphony will perform for business residents of Addison during lunchtime "Symphony Serenade" concerts at the Spectrum and Colonnade office buildings. There is no charge for admission for these events and we expect several hundred employees of the businesses in these buildings to enjoy these casual lunchtime concerts.

Were the services that you provided in Addison successful? How can your efforts be evaluated?

The performance at Stark Elementary was met with enthusiastic praise from the faculty and administrators of the school. All grade levels had been studying *Peter and the Wolf* as part of an

2006-07 NONPROFIT ASSISTANCE APPLICATION

integrated curriculum encompassing the arts, mathematics and history and the orchestra bringing to life the actual masterwork the students had studied made for a more impactful educational experience. The performances at the Spectrum and Colonnade offices will provide a unique, live music experience for the employees of the businesses at these buildings and is another way that the Town of Addison provides significant quality of life improvement programs for its citizens and business residents.

Future events may be evaluated by ticket sales and attendance figures for each concert or performance.

Describe the impact of services if only partial funding is available:

During this first year, the Richardson Symphony would not be able to provide this service without underwriting from the Town of Addison. For the second and subsequent years of performing the "Addison at the Eisemann Center" concerts, the RSO would endeavor to secure corporate underwriting to cover much of the cost of this performance and would have a clearer picture of the impact ticket sales would have on funding for this concert. As a result, funding from the Town of Addison for this concert series would be less in second and following years.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison? Yes No If yes, please explain:

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

We currently do not have a City Council member assigned to our organization.

I certify that the above information is correct and true to the best of my knowledge.

George E. Landis, president/executive director

June 30, 2006

Name and Title (please print)

Date

Signature

Reminder: Grant requests must be postmarked by June 30, 2006 to:

Town of Addison
City Manager's Office
Attn: Mario Canizares
P. O. Box 9010
Addison, TX 75001-9010
972/450-7017
mcanizares@ci.addison.tx.us

The following attachments must be submitted with this application:

1. A cover letter on your letterhead
2. A completed and signed application form
3. A current list of business and foundation donors with their contribution level
4. Operating budget from previous year, current year, and proposed for next year
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. An IRS copy of your organization's nonprofit 501(c)(3) status
7. A list of the members of your board of directors, including names, titles and affiliations
8. Any collateral that would provide additional information about your organization

If you have any questions, please call Mario Canizares at 972-450-7017 or email at mcanizares@ci.addison.tx.us.

Richardson Symphony Orchestra/Addison at the Eisemann Center
 Performance Cost Estimates: 06/07 Season Finale with Cliburn Competition Finalist Alexander Moutouskine
 Date Prepared: 29-Jun-06

Performance Dates: 15-Apr-07
 Number of Performances: 1
 Number of Services: 1

<u>Item</u>	<u>Per service Amount</u>	<u>Subtotals/ Totals</u>	<u>Notes</u>
Orchestra Musicians:	\$7,939	\$7,939	
Conductor Fees (if any):	\$2,500	\$2,500	
Personnel Manager:	\$300	\$300	
Production Manager:	\$300	\$300	
Librarian:	\$300	\$300	
Pension and Welfare:	\$397	\$397	
Dues:	\$0	\$0	
Other/Misc:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$11,736	
Guest Artist(s) Fees:	\$3,500	\$3,500	Alexander Moutouzkine, pianist
Items on Rider/Special Requests:	\$0	\$0	
Other/Misc.:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$3,500	
Eisemann Center Costs:			
Rehearsals:	\$0	\$0	
Performance(s):	\$1,250	\$1,250	
Piano and tuning:	\$150	\$150	
Shell:	\$0	\$0	
Risers:	\$0	\$0	
FOH costs (tables, etc.):	\$30	\$30	
Other:	\$0	\$0	
Costs from artist special requests:	<u>\$50</u>	<u>\$50</u>	
Subtotal:		\$1,480	
Stagehands/production personnel:			
Standard crew for rehearsals:	\$0	\$0	
Standard crew for performances:	\$350	\$350	
Additional crew for rehearsals:	\$0	\$0	
Additional crew for performances:	\$0	\$0	
Other/Misc.:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$350	
Production Costs:			
Audio recording	\$0	\$0	
Sound equipment rental:	\$0	\$0	
Sound production/studio time:	\$0	\$0	
Video equipment rental:	\$0	\$0	
-- Screen:	\$0	\$0	
-- Projection/Playback:	\$0	\$0	
-- Other:	\$0	\$0	
Video production/studio time:	\$0	\$0	
Set rental:	\$0	\$0	
Set design/construction:	\$0	\$0	
Costume rental:	\$0	\$0	
Costume design/construction:	\$0	\$0	
Lighting design:	\$0	\$0	
Lighting equipment rental:	\$0	\$0	
Instrument rental:	\$0	\$0	
Cartage:	\$300	\$300	
Music rental:	<u>\$0</u>	<u>\$0</u>	
Subtotal:		\$300	
FOH Costs:			
Performers:	\$0	\$0	
Decorations/Special Graphics:	\$0	\$0	
Other/Misc.:	<u>\$50</u>	<u>\$50</u>	
Subtotal:		\$50	
Contingency:		<u>\$871</u>	
		<u>\$871</u>	
Management fee:		<u>\$3,473</u>	20% of estimated costs, not including contingency.
TOTAL:		\$21,760	
Estimated cost per concert =		\$21,760	



Regional Transportation Council

The Transportation Policy Body for the North Central Texas Council of Governments
(Metropolitan Planning Organization for the Dallas-Fort Worth Region)



June 29, 2006

RECEIVED
JUL - 3 2006
CITY MAN

The Honorable Gary Slagel
Mayor
City of Richardson
P.O. Box 830309
Richardson, TX 75083

The Honorable Joe Chow
Mayor
City of Addison
P.O. Box 9010
Addison, TX 75001-9010

The Honorable John Mondy
Mayor
City of Wylie
2000 Highway 78 North
Wylie, TX 75098

The Honorable Mike Felix
Mayor
City of Sachse
5560 Highway 78
Sachse, TX 75048

The Honorable Bret Baldwin
Mayor
City of Murphy
206 North Murphy Road
Murphy, TX 75094

Dear Mayors Slagel, Chow, Mondy, Felix, and Baldwin:

The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Regional Transportation Plan, the Transportation Improvement Program, the Congestion Management System, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

Membership on the Regional Transportation Council is either by direct membership or group representation. Currently, the Cities of Richardson, Addison, Wylie, Sachse, and Murphy share a seat on the Regional Transportation Council (RTC). The RTC's Bylaws and Operating Procedures state that "The person representing a group of several cities shall be selected by the mayors/county judges using a weighted vote of the maximum of the daytime or nighttime population of the cities/counties represented." Please notify us upon completion of your deliberations. One-third of the representatives for Dallas and Fort Worth may be from the private sector; all other representatives must be public sector members from the entities they represent. A table containing population and employment figures is enclosed.

Your current representative on the RTC is John Murphy, Mayor Pro Tem, City of Richardson. You may choose to keep your current representative or appoint a new representative. Please mail or fax (817/640-3028) your correspondence to Vercie Pruitt-Jenkins of NCTCOG. Please note that your designation should be confirmed in writing by all entities included in this group.

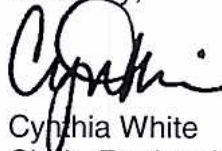
June 29, 2006

As required by the RTC Bylaws, enclosed is a table containing meeting attendance from April 2005 to May 2006. This quarterly transmittal to member agencies is standard practice and not indicative of any particular problem.

In addition, the Bylaws state "All RTC members must adhere to Chapter 171 of the Local Government Code and to the Code of Ethics for their respective local governments and public agencies." Please remind your representative to be cognizant of this request.

Please contact Vercie Pruitt-Jenkins at 817/608-2325 if you have any questions. We look forward to hearing from you.

Sincerely,



Cynthia White
Chair, Regional Transportation Council
Commissioner, Denton County

VPJ:cm
Enclosures

cc: Mr. Bill Keffler, City Manager, City of Richardson
Mr. Ron Whitehead, City Manager, City of Addison
Mr. Mark Roath, City Manager, City of Wylie
Mr. Bill Atkinson, City Manager, City of Sachse
Mr. Craig W. Sherwood, City Manager, City of Murphy
The Honorable John Murphy, Mayor Pro Tem, City of Richardson

RTC BYLAWS - 2006 REPRESENTATION DATA

<u>City/County</u>	<u>Population</u>	<u>Employment</u>	<u>Pop/Emp Maximum</u>
<u>Tarrant County</u>			
Fort Worth	661,850	449,793	661,850
Arlington	363,050	140,947	363,050
N. Richland Hills	63,500	20,980	63,500
Bedford	48,600	23,380	48,600
Euless	52,900	18,403	52,900
Hurst	38,300	19,123	38,300
Grapevine	45,600	49,565	49,565
Haltom City	39,450	16,063	39,450
Mansfield	49,000	8,292	49,000
Benbrook	22,350	4,464	22,350
Watauga	24,100	2,430	24,100
Keller	36,350	2,578	36,350
Southlake	25,350	6,125	25,350
Colleyville	21,700	4,965	21,700
Forest Hill	11,750	3,351	11,750
White Settlement	15,750	5,303	15,750
Saginaw	18,400	5,831	18,400
Azle	10,450	3,619	10,450
Crowley	10,300	2,320	10,300
River Oaks	7,050	1,443	7,050
Everman	5,800	1,480	5,800
Kennedale	6,150	2,720	6,150
Richland Hills	8,300	7,965	8,300
<u>Ellis County minus cities of</u>	67,972	14,558	67,972
Ennis	18,300	11,049	18,300
Waxahachie	26,700	16,045	26,700
Midlothian	12,800	4,032	12,800
Red Oak	7,750	1,715	7,750
<u>Johnson County minus cities of</u>	62,931	19,126	62,931
Burleson	30,300	5,139	30,300
Cleburne	29,400	16,249	29,400
Keene	6,050	1,370	6,050
<u>Rockwall County minus city of</u>	39,300	7,873	39,300
Rockwall	29,500	9,692	29,500
<u>Kaufman County minus city of</u>	17,725	4,322	17,725
Forney	10,200	1,444	10,200
<u>Parker County</u>	19,373	5,399	19,373

RTC BYLAWS - 2006 REPRESENTATION DATA

<u>City/County</u>	<u>Population</u>	<u>Employment</u>	<u>Pop/Emp Maximum</u>
<u>Collin County</u>			
Plano	252,950	115,048	252,950
Allen	70,750	9,059	70,750
McKinney	103,800	26,293	103,800
Frisco	84,600	8,437	84,600
Wylie	33,000	5,144	33,000
Murphy	11,300	242	11,300
<u>Dallas County</u>			
Dallas	1,260,950	1,038,314	1,260,950
Carrollton	118,700	68,199	118,700
Garland	222,400	93,265	222,400
Irving	201,950	165,435	201,950
Mesquite	135,900	53,785	135,900
Grand Prairie	156,050	82,664	156,050
Richardson	97,300	94,792	97,300
Rowlett	53,100	7,882	53,100
Duncanville	37,800	13,761	37,800
DeSoto	47,100	16,177	47,100
Addison	14,900	45,649	45,649
Coppell	39,200	18,401	39,200
Cedar Hill	43,150	6,177	43,150
Farmers Branch	27,850	75,013	75,013
Lancaster	33,550	13,119	33,550
University Park	23,250	9,012	23,250
Balch Springs	19,600	5,921	19,600
Seagoville	12,550	4,690	12,550
Sachse	17,300	1,504	17,300
Highland Park	8,750	2,405	8,750
Glenn Heights	10,500	721	10,500
<u>Denton County</u>			
Denton	100,950	58,581	100,950
Lewisville	89,100	37,145	89,100
Flower Mound	61,550	5,130	61,550
The Colony	38,400	3,510	38,400
Highland Village	14,450	1,065	14,450
Corinth	18,550	2,213	18,550
Trophy Club	7,250	568	7,250
Lake Dallas	6,800	1,683	6,800
Little Elm	19,900	672	19,900

REGIONAL TRANSPORTATION COUNCIL ATTENDANCE ROSTER
 April 2005 – May 2006

RTC MEMBERS	4/14	5/12	6/9	7/14	9/8	10/13	11/10	1/12	2/9	3/9	4/13	5/11
Terri Adkisson (3/05)	P	P	P	P	P	P	P	P	P	P	P	P
Bill Blaydes (7/05)	--	--	--	P	A	P	P	P	P	A	P	A
Ron Brown (2/93)	P	P	P	P	P	P	P	P	R(1)	P	P	P
Dorothy Burton (6/06)	--	--	--	--	--	--	--	--	--	--	--	--
Sheri Capehart (6/06)	--	--	--	--	--	--	--	--	--	--	--	--
Maribel Chavez (1/02)	P	P	R(1)	R(1)	P	P	P	R(1)	P	P	P	R(1)
Jan Collmer (10/05)	--	--	--	--	--	(1)	P	P	P	R(1)	P	R(1)
Wendy Davis (3/00)	P	P	P	P	P	P	P	P	P	P	P	P
Bob Day (9/02)	P	P	P	P	P	P	P	P	P	P	P	P
Maurine Dickey (4/05)	P	P	R(1)	R(1)	(1)	P	P	P	P	P	P	R(1)
Charles Emery (4/04)	P	P	R(1)	P	P	P	P	P	P	P	P	R(1)
Herbert Gears (7/05)	--	--	--	P	R(1)	A	P	R(1)	P	R(1)	(4)	R(1)
Paul Geisel (11/04)	P	P	P	R(1)	P	P	P	P	P	P	P	P
Bill Hale (11/03)	P	P	R(1)	R(1)	R(1)	P	P	P	P	P	P	P
Roger Harmon (1/02)	P	P	A	P	P	P	P	P	P	(1)	P	(1)
Jack Hatchell (10/90)	P	P	P	P	P	P	P	P	P	P	P	R(1)
John Heiman, Jr. (2/94)	P	P	P	P	P	P	P	P	P	P	P	P
Kathleen Hicks (10/05)	--	--	--	--	--	P	P	P	A	P	P	A
Ron Jensen (6/03)	P	P	R(1)	P	P	P	P	P	P	P	P	P
Scott Johnson (2/06)	--	--	--	--	--	--	--	--	P	P	P	R(1)
Pete Kamp (7/04)	(1)	P	P	(1)	P	P	P	P	P	P	P	P
Linda Koop (7/05)	--	--	--	P	P	P	P	P	P	P	P	P
Kenneth Mayfield (2/95)	R(1)	R(1)	R(1)	R(1)	R(1)	R(3)	P	R(1)	P	P	P	R(1)
Becky Miller (5/05)	--	P	R(1)	R(1)	P	R(1)	P	P	P	P	P	P
Jack Miller (10/02)	P	P	P	P	R(1)	R(1)	P	A	P	P	P	P
Rich Morgan (01/04)	P	P	P	P	P	P	P	P	P	P	P	P
John Murphy (7/93)	P	P	A	R(1)	P	(1)	(1)	P	P	P	P	P
Mel Neuman (5/05)	--	P	P	P	P	P	P	P	P	P	P	P
Mike Nowels (3/00)	A	P	P	P	A	P	(1)	P	P	P	P	R(1)
Ed Oakley (11/03)	P	P	P	R(1)	P	P	P	P	P	P	P	(1)
Chuck Silcox (12/98)	A	P	P	P	P	P	P	P	P	P	P	P
John Tatum (11/02)	P	A	P	A	P	(1)	P	P	P	P	P	P
Maxine Thornton-Reese (9/99)	(1)	(1)	A	R(1)	P	P	(1)	P	(1)	P	(3)	P
Oscar Trevino (6/02)	P	P	P	P	P	P	P	R(1)	P	P	P	P
Carl Tyson (1/00)	R(1)	P	P	P	P	P	P	P	P	P	P	P
Marti VanRavenswaay (2/97)	R(1)	R(1)	P	P	(1)	P	P	A	R(1)	R(1)	P	P
Cynthia White (10/02)	P	(3)	P	P	P	P	P	P	R(1)	P	P	P
Bill Whitfield (6/03)	P	P	R(1)	P	(1)	P	(1)	P	P	P	P	P
B. Glen Whitley (2/97)	P	P	R(1)	R(1)	P	P	P	P	P	P	P	R(1)
Kathryn Wilemon (6/03)	P	P	P	P	P	P	P	P	P	P	P	P

P = PRESENT
 R = REPRESENTED

A = ABSENT
 -- = NOT YET APPOINTED

- (1) Local Government Business Conflict
- (2) Jury Duty
- (3) Personal Illness
- (4) Family Emergency

NOTE: Date in parenthesis indicates when member was first eligible to attend RTC meetings.

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

From: Vercie Pruitt-Jenkins [mailto:vpruittjenkins@nctcog.org]
Sent: Thursday, July 13, 2006 5:47 PM
To: Eric Strong
Subject: RE: Addison RTC appointment

Mr. Strong,

Listed below are the names of the current and former Regional Transportation Council members representing the cluster group of Richardson, Addison, Wylie, Sachse, and Murphy.

1993 – Present: John Murphy (City of Richardson)
1989 – 1993: Gary Slagel (City of Richardson)
1987 – 1989: F.F. "Buddy" Dean (City of Richardson)
1983 – 1986: Gary L. Skaggs (City of Richardson)
1978 – 1983: Raymond D. Noah (City of Richardson)

This information has also been officially transmitted by mail. If you have any additional questions regarding RTC membership, please contact me at (817) 608-2325 or vpruittjenkins@nctcog.org.

Vercie Pruitt-Jenkins
Administrative Program Coordinator
North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
(817) 608-2325 – direct line
(817) 640-3028 – fax
vpruittjenkins@nctcog.org



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

MEMORANDUM

July 20, 2006

TO: All Members of the Addison Planning and Zoning Commission
FROM: Carmen Moran, Director of Development Services
SUBJECT: Proposed amendment to the Subdivision Ordinance to provide for Private streets

During the hearings on the Stanford Court case, the staff mentioned that it was working on an ordinance amending the subdivision ordinance to provide for standards for the development and maintenance of private streets. Up to this point, the City has allowed private streets, but it has not had requirements in place to assure they were built to a standard that would provide a durable street for the homeowners, or require an escrow fund be maintained by the homeowners to assure funds were in place to repair the streets when needed.

The staff has drafted an ordinance that is modeled after the existing private street ordinances in Allen and McKinney. The ordinance provides that private streets must be constructed to the same widths and standards as public streets. It also provides that there must be a homeowners' association, that all property owners within the neighborhood must be members of the association, and that the association must maintain an escrow fund that will ultimately pay for the rebuilding of the streets (assuming a 20-year life span). There are other provisions that require all fences, walls, and other structures to be maintained by the association.

The staff believes that the proposed ordinance (attached), will insure that all private streets are built and maintained to a standard that gives purchasers in that neighborhood quality streets, while protecting the city from having to assume a maintenance burden in the future if the residents want to dedicate the streets to the City.

July 28, 2006

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on July 27, 2006, voted to recommend approval of the ordinance amending the subdivision ordinance in order to provide for private streets, as proposed by the staff.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Meier, Wood

Voting Nay: None

Absent: None

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY BY AMENDING APPENDIX B, SUBDIVISIONS THEREOF (THE SAME BEING ORDINANCE NO. 261, AS AMENDED) BY ADDING A NEW SECTION VII-A REGARDING PRIVATE STREET REGULATIONS AND STANDARDS; PROVIDING FOR CERTAIN ADMINISTRATIVE PROCEDURES; PROVIDING GUIDELINES FOR A PRIVATE STREET DEVELOPMENT; PROVIDING CERTAIN GENERAL AND SPECIFIC REQUIREMENTS; PROVIDING FOR THE CREATION OF A PROPERTY OWNERS' ASSOCIATION AND REGULATIONS RELATED THERETO; PROVIDING PROCEDURES FOR CONVERSION OF PRIVATE STREETS TO PUBLIC STREETS, AND PUBLIC STREETS TO PRIVATE STREETS; PROVIDING FOR OTHER MATTERS RELEVANT TO PRIVATE STREETS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. Amendment. The Code of Ordinances ("Code") of the Town of Addison, Texas ("City") is hereby amended by amending Appendix B – Subdivisions thereof (the same begin Ordinance No. 261, as amended) in the following particulars, and all other chapters, sections, subsections, paragraphs, sentences, phrases and words of the Code are not amended but are hereby ratified, verified, approved and affirmed:

A. Appendix B – Subdivisions is hereby amended by adding thereto a new Section VII-A regarding private streets as set forth on Exhibit A attached hereto and incorporated herein.

Section 2. Savings. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances or of the Code except in those instances where the provisions of those ordinances or of the Code are in direct conflict with the provisions of this Ordinance.

Section 3. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 4. Effective Date. This Ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this ___ day of _____, 2006.

Joe Chow, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

EXHIBIT A
to Ordinance No. _____

Section VII-A. Private Street Regulations.

A. *Planned Development Districts.* Private streets shall be prohibited except in Planned Development zoning districts ("PD District") approved by the City Council. The location of each private street development will be subject to the approval of the City Council on a case-by-case basis, based on, among other matters, the criteria described in this Section. An applicant who meets the criteria set forth in this Section will not be entitled to private streets within a PD District as a matter of right, but shall only obtain approval for the private streets at the sole discretion of the City Council.

B. *Definitions.* For purposes of this Section, the following words, except where the context clearly indicates otherwise, shall be defined as follows:

1. *Applicant* means the owner(s) of all of the lots in the proposed subdivision or property owners' association, as the context allows.
2. *Private street* means a platted street providing limited local traffic circulation among adjacent lots which is privately owned and maintained, contained within a private street lot, and constructed in accordance with the requirements of this Section and all other applicable ordinances, standards, and regulations. The term "private street" shall be inclusive of private alleys.
3. *Private street lot* means a separate tract, typically termed a common area, owned by the property owners' association whereupon a private street is constructed.

C. *Qualifying Criteria.* The area to be considered for private streets:

1. may not impede the current or future street circulation needs of the area or other portions of the City, especially, without limitation, any needed collector or arterial street route, or adequate access to any adjoining tract;
2. may not disrupt an existing or proposed public pedestrian pathway, hike and bike trail or park; and
3. must have direct access to an undivided collector (C2U) with a minimum fifty (50) foot right-of-way.

D. *General Requirements.*

1. A private street system must comply with all design, construction, and other standards of the Town of Addison including, without limitation, this Appendix B – Subdivisions of the Code of Ordinances applicable to streets and alleys generally (including the provisions of Section XVI of this Appendix B – Subdivisions). Without limiting the foregoing, all references in this Appendix B –

Subdivisions and other applicable regulations to "street," "public street," "right-of-way," "public right-of-way," or "alley" shall apply to a private street system.

2. A private street system must provide access for emergency vehicles, public and private utility maintenance and service personnel, the U.S. Postal Service, and government employees in pursuit of their official duties.
3. A proposed private street subdivision should not result in an over-concentration of such developments as determined by the City Council in its sole discretion.
4. A proposed private street subdivision will be evaluated to assess its impact on the efficiency, convenience, and safe function and implementation of the City's Master Thoroughfare Plan. Conflicts with the Master Thoroughfare Plan will require changes to the proposed private street subdivision and may result in the denial or revocation of a PD (planning development) zoning district.
5. The City shall not pay for any portion of the cost of constructing, maintaining, repairing, or replacing a private street.

E. *Specific Requirements.* Each area being considered for private streets shall comply with the following:

1. Each plat containing any private street shall contain the following wording on the face of the plat: "The streets have not been dedicated to the public, for public access, nor have been accepted by the Town of Addison, Texas as public improvements, and the streets shall be maintained by the property owners' or property owners' association within the subdivision, and the streets shall always be open to emergency vehicles, public and private utility maintenance and service personnel, the U.S. Postal Service, and governmental employees in the completion of their official duties."

Private streets, leading into a private subdivision, may not contain a gate or a controlled access mechanism at the entrance or exit of the private subdivision preventing free flow of traffic.

2. All building lines as required by zoning shall, in the case of private streets, be measured from the public utility and storm sewer easement.
3. Private streets and alleys shall be located in a "public utility and storm sewer easement." The width of the easement shall be the same as the required right-of-way for a public street, unless specifically approved at a lesser width by the City Council upon a recommendation by the City's Director of Public Works..
4. Easements – private street developments shall provide the following easements:
 - (a) "public utility and storm sewer" easements containing private streets and public utilities.

- (b) Additional public utility easements required by public agencies.
 - (c) Pre-existing easements unaffected by the platting process.
 - (d) Such private service easements, including but not limited to, utilities, fire lanes, street lighting, government vehicle access, mail collection and delivery access, and utility meter reading access, as may be necessary or convenient.
5. Access – except where substantial existing natural or man-made barriers would render the requirement unreasonable as determined by the City, each such development should have direct access to a two-lane collector street (40-foot pavement width), unless a lesser width two-lane collector is determined adequate by the City due to an absence of the need for on-street parking (but in no case shall the pavement width be less than 24 feet without the express written approval of the City's Fire Chief), in addition to any access to one or more arterial streets that may be proposed. Any private street development of such limited size that it does not require direct collector street access for appropriate traffic service may instead, as determined by the City, have access to a collector street within the neighborhood by way of another local street.
6. Site Plan – for each private street development and in connection with the review and consideration of approval thereof, a site plan shall be submitted to the City Council, which shall include the information and materials required for a development plan as set forth in Article XV, Section 5 of the Zoning Ordinance of the Town (contained in Appendix A – Zoning of the Code of Ordinances), as amended or superseded, and shall further include the following:
- (a) illustration of fencing, the entryway, and the location of any other items within the private street development, and a rendering of the elevation of any other proposed structures, including a description of proposed building materials, roof pitches, signage, and such other items as the City staff may request (said rendering of elevation of proposed structures does not refer to residential structures, but rather to other structures that are components of the private street development);
 - (b) illustration of items outside the private street development such as, but not limited to, entrance area, barriers, perimeter walls, exterior landscaping, and other elements as required by City staff;
 - (c) illustrate the relationship of the development to the qualifying criteria set forth in this Section;
7. A private street and alley shall include and be subject to all public utility (including, without limitation, water and sanitary sewer) and storm sewer easements in favor of and reserved unto the Town of Addison, the width of which shall be the same as the entire width of the street or alley right-of-way. In addition, a private street or alley shall include and be subject to all additional

public utility easements required by any utility company (including, without limitation, any electric, telephone, gas, or cable television companies or providers) or public agency, as well as any easements existing at the time of the creation of the private street or alley. Additionally, there shall be reserved other easements, including but not limited to easements for fire lanes, street lighting, government vehicle access, mail collection and delivery access, and utility meter reading access, as may be necessary or convenient. The easement shall also provide the City with the right of access for any purpose related to the exercise of a governmental service or function, including but not limited to fire and police protection, inspection and code enforcement. The easement shall permit the City to remove any vehicle or obstacle within the street lot that impairs emergency access. Private streets and alleys may be required to have fire lane markings as determined by the City's Fire Marshal.

8. In connection with the approval of a subdivision with private streets or alleys, the applicant shall provide, in form and content acceptable to the City, an agreement to be recorded in the appropriate records of Dallas County, whereby the applicant or the property owners' association, as the case may be, as the owner of the private streets and alleys, agrees to release, defend, indemnify, and hold harmless the Town of Addison, its officials, officers, employees, and agents, and any other governmental entity and public utility, and their respective officials, officers, employees or agents, for any damage to the private street or alley occasioned by the use thereof by the City, governmental entity or public utility (or their respective officials, officers, employees, and agents), and for damages and injury (including death) arising from the condition of said private street or alley; and for damages and injury (including death) arising out of any use of the subdivision by the City, government entity or public utility (or their respective officials, officers, employees, and agents). Further, such language shall provide that all lot owners shall release and forever discharge the Town, governmental entities and public utilities (and their respective officials, officers, employees, and agents) for such damages and injuries. The indemnifications contained in this subsection apply regardless of whether or not such damages and injury (including death) are caused by the negligent act or omission of the City, governmental entity or public utility, or their respective officials, officers, employees or agents.

F. *Property Owners' Association.*

1. *Property Owners' Association Required.* Subdivisions with private streets shall have a property owners association.
 - (a) The property owners' association shall own and be responsible for the maintenance, repair, and replacement of private streets, alleys, and appurtenances, which shall be maintained, repaired, and replaced in accordance with the ordinances, codes, standards, rules, and regulations of the City for public streets, alleys, and appurtenances.
 - (b) The Town of Addison has no obligation to inspect, maintain, repair, or replace a private street or alley, but repair, maintenance, and replacement

plans shall, prior to repair, maintenance or replacement work being performed, be submitted to the Town for review, and the approval of the same, if given by the Town, shall not constitute nor be deemed a release of the responsibility and liability of the property owners' association or any of the owners of property within the subdivision or area, nor of the engineer or other design professional that prepared or approved the same, and their employees, contractors, subcontractors, agents and engineers for the accuracy and competency of such designs, working drawings, specifications or other documents and work, nor shall such approval be deemed to be an assumption of or an indemnification for such responsibility or liability by the Town for the designs, working drawings, specifications or other documents or work or for any defect, error or omission therein.

- (c) Inspection fees will apply to all repair, maintenance, and replacement work.
 - (d) The property owners' association shall provide for the payment of dues and assessments required to maintain, repair, and replace the private streets and alleys. Lot deeds must convey membership in the property owners' association and provide for and require the payment of dues and assessments required by the property owners' association. The property owners' association documents must be acceptable to the City Council, after review by City staff, and after the recommendation of the Planning and Zoning Commission, at the time of final plat approval. The approved documents must be filed for record contemporaneously with the filing of the final plat in the appropriate County records.
2. *Reserve Fund.* The property owners' association documents must establish a reserve fund for the maintenance, repair, and replacement of private streets and other improvements such as common greenbelts, walls, fences and other barriers, and other significant property owners association infrastructure ("Reserve Fund"). This Reserve Fund shall not be commingled with any other property owners' association funds. The balance of the Reserve Fund shall at all times be equal to the total replacement cost of the private streets and other improvements divided by the average life expectancy of those improvements times the age of the improvements. The life expectancy for a subdivision with concrete streets shall be a minimum of twenty (20) years.
- (a) The property owners' association shall have an annual review performed by an independent certified public accounting firm verifying the amount in the Reserve Fund. The replacement cost will be updated each year to current costs. A copy of this review shall be promptly provided to the Town upon its completion.
 - (b) If for any reason the private streets are converted to public streets, the Reserve Fund shall become the property of the Town, and the property owners' association documents shall so provide.

3. *Allowance.* The property owners' association's covenants shall contain provisions that allow the Town of Addison, at its sole election, to assume the duty of performing the maintenance, repair, or replacement obligations of the streets, alleys, and appurtenances should the property owners' association dissolve or in any way fail or refuse to maintain its obligations regarding the private streets, alleys, and appurtenances. The covenants shall further provide that the City may use the outstanding balance in the Reserve Fund for maintenance, repair or replacement or in addition thereto and/or in the alternative, levy an assessment upon each lot on a pro rata basis for the cost of such maintenance, repair, or replacement and to collect the same, whether by foreclosure or otherwise. To this extent, the City shall be made a third party beneficiary of and party to the property owner association's covenants.
4. *Membership Requirements.* Every lot owner within the private street development shall be a member of the property owners' association, and every lot shall be subject to covenants and/or restrictions pertaining to the subdivision and to the property owners' association.
5. *Required Disclosures.* The property owners' association documents shall address and include, but shall not be limited to, the following:
 - (a) The property owners' association documents must indicate that the streets, alleys, and appurtenances within the development are private, owned and maintained by the property owners' association, and that the Town of Addison has no obligation or duty to construct, maintain, repair, or reconstruct the private streets, alleys, and appurtenances.
 - (b) The property owners' association documents shall include a statement indicating that the Town of Addison may in its sole discretion, but is not obligated to, inspect private streets and require repairs or replacement necessary to insure that the same are maintained to City standards.
 - (c) The property owners' association documents shall include a statement that the property owners' association may not be dissolved without the prior written consent of the City; nor may the property owners' association stop collection of fees or assessments for the Reserve Fund without such consent.
 - (d) The section called "Mandatory Conversion" of this Section shall be included in the property owners' association documents, to increase the opportunity for awareness of mandatory conversion of private streets to public streets.
 - (e) Assessment for Repairs – Assignment of property owners' association lien rights: The property owners' association declaration shall provide that should the property owners' association fail to carry out its duties as specified in these regulations and as further specified in the property

associations documents, the Town of Addison and/or its lawful agents, shall have the right and ability, in their sole discretion, after due notice to the property owners' association, to perform the responsibilities of the property owners' association if the property owners' association fails to do so in compliance with any of the provisions of the regulations set forth in this Section (as amended or superseded) or of any applicable City ordinances, codes, regulations, standards, rules, or agreements with the City and to assess the property owners' association and/or the lot owners for all costs incurred by the City in performing said responsibilities if the property owners' association fails to do so, and the City shall further have any and all liens and lien rights granted to the property owners' association to enforce the assessments required by the declaration; and/or to avail itself of any other enforcement actions available to the City pursuant to state or city codes, ordinances, and regulations. The property owners' association documents (declaration) shall further provide that the City may also in such an instance use the outstanding balance in the Reserve Fund for maintenance, repair or replacement. No portion of the property owners' association documents pertaining to the maintenance, repair, or replacement of the private streets, alleys, and appurtenances may be amended without the written consent of the Town of Addison.

- (f) **Services Not Provided.** The property owners' association documents, all property deeds, and the final plat shall note that certain Town of Addison services shall not be provided on private streets. Among the services which will not be provided include: routine police patrols, enforcement of traffic and parking ordinances, and preparation of accident reports. All private traffic regulatory signs shall conform to the Texas Manual of Uniform Traffic Control Devices. Depending on the characteristics of the proposed development other services may not be provided, as determined by the Town. However, any portion of a private street or alley marked as a fire lane shall be subject to enforcement of applicable laws, ordinances, codes, and regulations relating to fire lanes.
- (g) **Access Required.** The property owners' association documents shall contain a provision that requires access to emergency vehicles, utility personnel, the U.S. Postal Service, and governmental employees in pursuit of their official duties.

G. *Conversion of Private Streets to Public Streets.*

- 1. *Voluntary conversion.* The City may in its sole discretion, but is not obligated to, accept private streets and alleys for public ownership, access and maintenance. The procedure to convert private streets and alleys to public streets and alleys must conform to all of the following provisions and such other standards as the City may determine:

- (a) The property owners' association must submit a petition signed by at least seventy-five percent (75%) of its members (or a greater number of signatures if required by the property owners' association document).
 - (b) All of the infrastructure to be converted from private to public status must be in a condition that is acceptable to the City, in the City's sole discretion.
 - (c) All monies in the Reserve Fund must be delivered and paid to the City.
 - (d) The subdivision plat covering the area which is the subject of the conversion must be submitted as a replat, and upon approval shall be re-filed to dedicate the streets, alleys, utility, storm sewer easements, and other appurtenances to the City or other appropriate entity, as determined by the City.
 - (e) The property owners' association documents must be modified and re-filed to remove requirements specific to private street subdivisions.
2. *Mandatory conversion.* The City will notify the property owners' association of violations of the private street regulations, including the standards and provisions set forth in this Section. Failure to bring the subdivision into compliance with the regulations may cause the City to revoke, amend, or modify the PD District zoning for the area covered by the private streets and alleys, including, without limitation, an amendment to remove the allowance for private streets and alleys under the PD District zoning.

If the PD District zoning is so amended, modified, or revoked, the City may correct all remaining violations and unilaterally re-file the subdivision plat thereby dedicating the streets, alleys, and appurtenances to the public. All monies in the Reserve Fund will become the property of the City and will be used to offset any costs associated with converting the private streets to public streets. In the event the balance is not sufficient to cover all expenses, the property owners' association and/or the property owners will be responsible for the amount of unpaid work, and the City shall have the right, in addition to any other rights it has or may have to collect such amounts from the property owners' association and/or the property owners, to levy an assessment upon each lot on a pro rata basis for the cost of such work and to collect the same, and the City shall further have any and all liens and lien rights granted to the property owners' association to enforce such assessments; and/or to avail itself of any other enforcement actions available to the City pursuant to state or city codes, ordinances, and regulations. Provisions to this effect shall be included in the property owners' association documents, all property deeds, and the final plat.

H. *Conversion of public streets to private streets.* For the streets and alleys of an existing platted subdivision to become private:

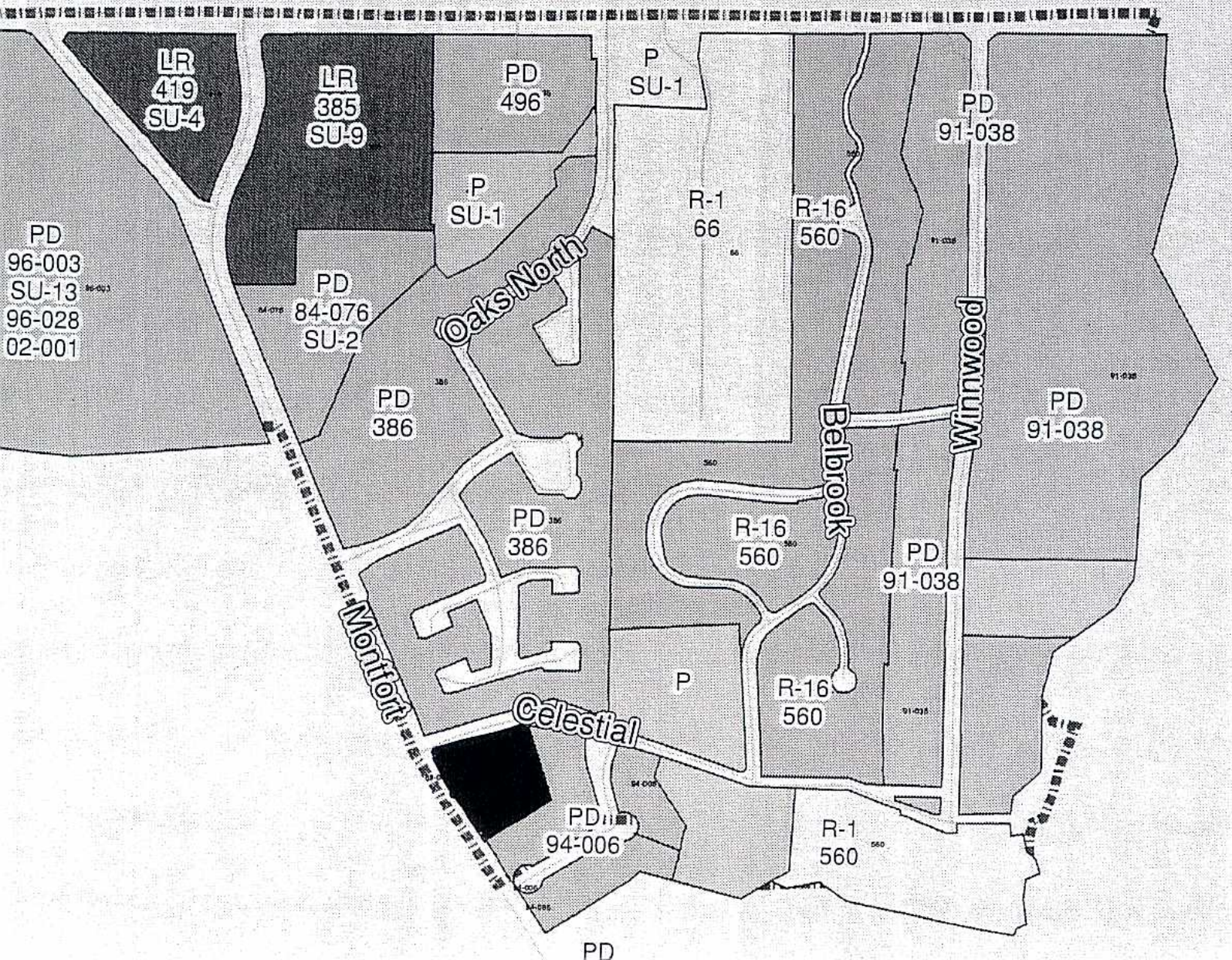
1. The property owner association for such subdivision must submit to the City a written petition signed by 100% of its members and all property owners within

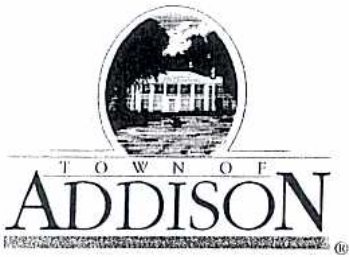
the subdivision or area requesting the conversion of public streets and alleys within the subdivision to private streets and alleys (the form for such petition shall be approved by the City Secretary);

2. An applicant must purchase installed infrastructure and right-of-way from the Town of Addison, and establish a Reserve Fund in accordance with this Section; and
3. The applicant must comply with such other requirements or conditions as may be required by the City Council in its sole discretion.

PRELIMINARY PLAT/Stanford Court Villas

PRELIMINARY PLAT/Stanford Court Villas. Requesting approval of a preliminary plat for 19 lots in a Planned Development district, located on approximately 2.4 acres at the southeast corner of Montfort Drive and Celestial Road, on application from Zachary Custom Builders, represented by Mr. Steven S. Crauford of Jones and Boyd.





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

July 20, 2006

STAFF REPORT

RE: PRELIMINARY PLAT/Stanford Court Villas

LOCATION: Nineteen lots on 2.37 acres at the southeast corner of Montfort Drive and Celestial Road

REQUEST: Approval of a preliminary plat

APPLICANT: Jones and Boyd, Inc.,
 represented by Mr. Steve Crauford

DISCUSSION:

Background. This site was owned by the Walden School and sold recently to Zachary Custom Builders. A Planned Development was approved for this site by the Council on June 27, 2006. The PD provides for the development of 19 owner-occupied townhomes. The applicant has filed a preliminary plat. The staff is working out issues on this plat with regard to grading, drainage and utility locations. The applicant will return to the P&Z and Council with a final plat in August.

During the Stanford Court zoning case, the staff noted that it was preparing an ordinance amending the subdivision ordinance to provide for private streets. That ordinance has been prepared and preceded this item on the agenda. The subdivision ordinance provides that any subdivision containing private streets must have the following statement on the face of the plat:

The streets have not been dedicated to the public, for public access, nor have been accepted by the Town of Addison, Texas as public improvements, and the streets shall be maintained by the property owners' or property owners' association within the subdivision, and the streets shall always be open to emergency vehicles, public and private

utility maintenance and service personnel, the U.S. Postal Service, and governmental employees in the completion of their official duties.”

In addition, the plat needs to be changed to reflect the current owner, Zachary Custom Homes, and a Certificate of Approval, which provides a date for Council approval and signature lines for the Mayor and City Secretary, needs to be added.

Public Works Review. The Public Works Department has reviewed the plat and notes the following items:

- Plat meets closure requirements.
- Line designations are missing or unclear for the following lots and easements:
 - a. Lot 1, Block B
 - b. Lot 2, Block B
 - c. Loc 20, Block A
 - d. Lot 21, Block A
 - e. Private Access and Utility Easement
 - f. Drainage Easement
 - g. Sanitary Sewer Easement
- Show final plat without contour lines and proposed fence designation and notes.

RECOMMENDATION:

Staff recommends approval of the preliminary plat, on application from Zachary Custom Builders, subject to the conditions listed above.

Respectfully submitted,



Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on July 28, 2006, voted to recommend approval of the preliminary plat on application from Zachary Custom Builders, subject to the following conditions:

- Plat meets closure requirements.
- Line designations are missing or unclear for the following lots and easements:
 - a. Lot 1, Block B
 - b. Lot 2, Block B
 - c. Loc 20, Block A
 - d. Lot 21, Block A
 - e. Private Access and Utility Easement
 - f. Drainage Easement
 - g. Sanitary Sewer Easement
- Show final plat without contour lines and proposed fence designation and notes.

Voting Aye: Bernstein, Chafin, Daseke, Gained, Jandura, Meier, Wood

Voting Nay: None

Absent: None

INTEROFFICE MEMORANDUM

TO: NANCY S. CLINE, P.E.; DIRECTOR OF PUBLIC WORKS
FROM: FRANK DAVIS *FD*
SUBJECT: PRELIMINARY PLAT FOR STANFORD COURT VILLAS
DATE: 7/18/2006
CC:

The following is a summary of my review of the referenced plans.

1. Plat meets closure requirements.
2. Line designations are missing or unclear for the following lots and easements:
 - a. Lot 1, Block B
 - b. Lot 2, Block B
 - c. Lot 20, Block A
 - d. Lot 21, Block A
 - e. Private Access & Utility Easement
 - f. Drainage Easement
 - g. Sanitary Sewer Easement
3. Show final plat without contour lines and proposed fence designations and notes.

Memorandum

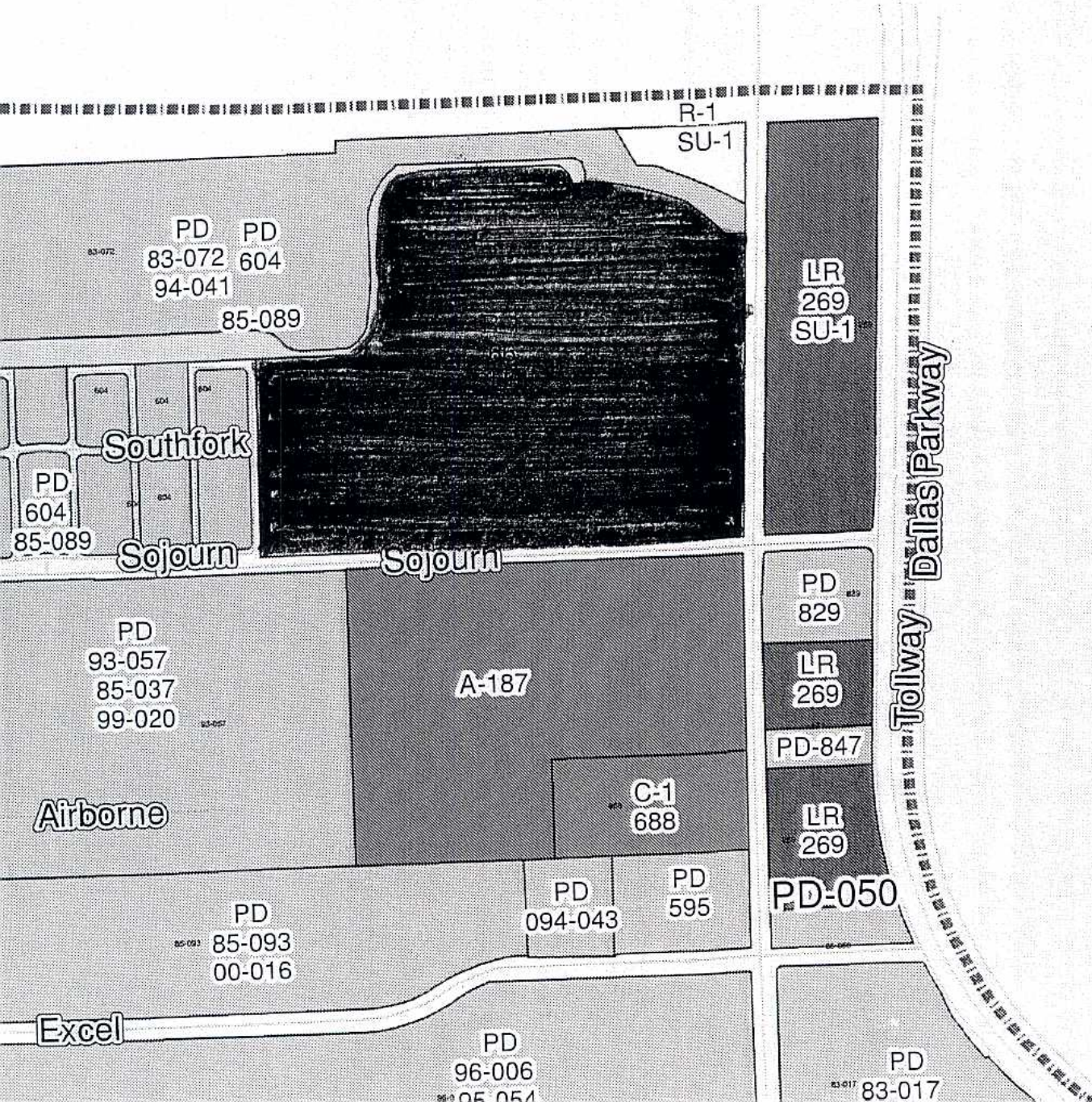
To: Carmen Moran, Director of Development Services
From: Gordon Robbins, Deputy Fire Chief
Date: Monday, July 17, 2006
Re: PRELIMINARY PLAT/Stanford Court Villas

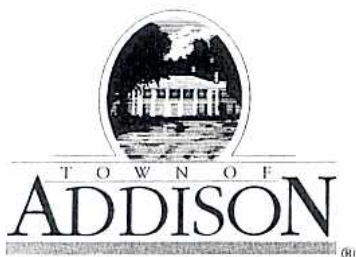


The Fire Department has no comment on this submittal. Thank you.

REPLAT/Lot 1, Block A, Trinity Christian Academy

REPLAT/Lot 1, Block A, Trinity Christian Academy. Requesting approval of a replat for one lot of 15.574 acres, located at the northwest corner of the intersection of Addison Road and Sojourn Drive, on application from Trinity Christian Academy, represented by Paul E. Mannel of Vilbig and Associates, Inc.





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

FAX (972) 450-7043

July 20, 2006

STAFF REPORT

RE:

REPLAT/Trinity Christian Academy

LOCATION:

15.57 acres at the northwest corner of the intersection of Addison Road and Sojourn Drive

REQUEST:

Approval of a replat

APPLICANT:

Trinity Christian Academy, represented by Paul E. Mannel of Vilbig and Associates, Inc.

DISCUSSION:

Background. Trinity Christian Academy is getting ready to build an addition to their high school. Trinity Christian is under a Special Use Permit, and the addition was approved as part of Trinity's master plan in 1999. Trinity is not ready to build the building at this point, but is going to put in the utilities and construct the road that will serve the new building. Since some easements are being moved to accommodate this new addition, the staff required Trinity to replat the site.

Public Works Review. The Public Works Department has reviewed the plat and notes the following items:

- Plat meets closure requirements.
- Plat meets the redevelopment requirements of the Town of Addison.

RECOMMENDATION:

Staff recommends approval of the preliminary plat, on application from Trinity Christian Academy, subject to no conditions.

Respectfully submitted,

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on July 28, 2006, voted to recommend approval the replat on application from Trinity Christian Academy, subject to no conditions.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Meier, Wood

Voting Nay: None

Absent: None

INTEROFFICE MEMORANDUM

TO: NANCY S. CLINE, P.E.; DIRECTOR OF PUBLIC WORKS
FROM: FRANK DAVIS *BFD*
SUBJECT: REVIEW – RE-PLAT, LOT 1, BLK A, TRINITY CHRISTIAN ACADEMY
DATE: 7/19/2006
CC: AARON, RUSSELL, ASST. DPW

The following is a summary of my review of the referenced re-plat.

1. Plat meets closure requirements.
2. Plat meets the redevelopment requirements of the Town of Addison

Memorandum

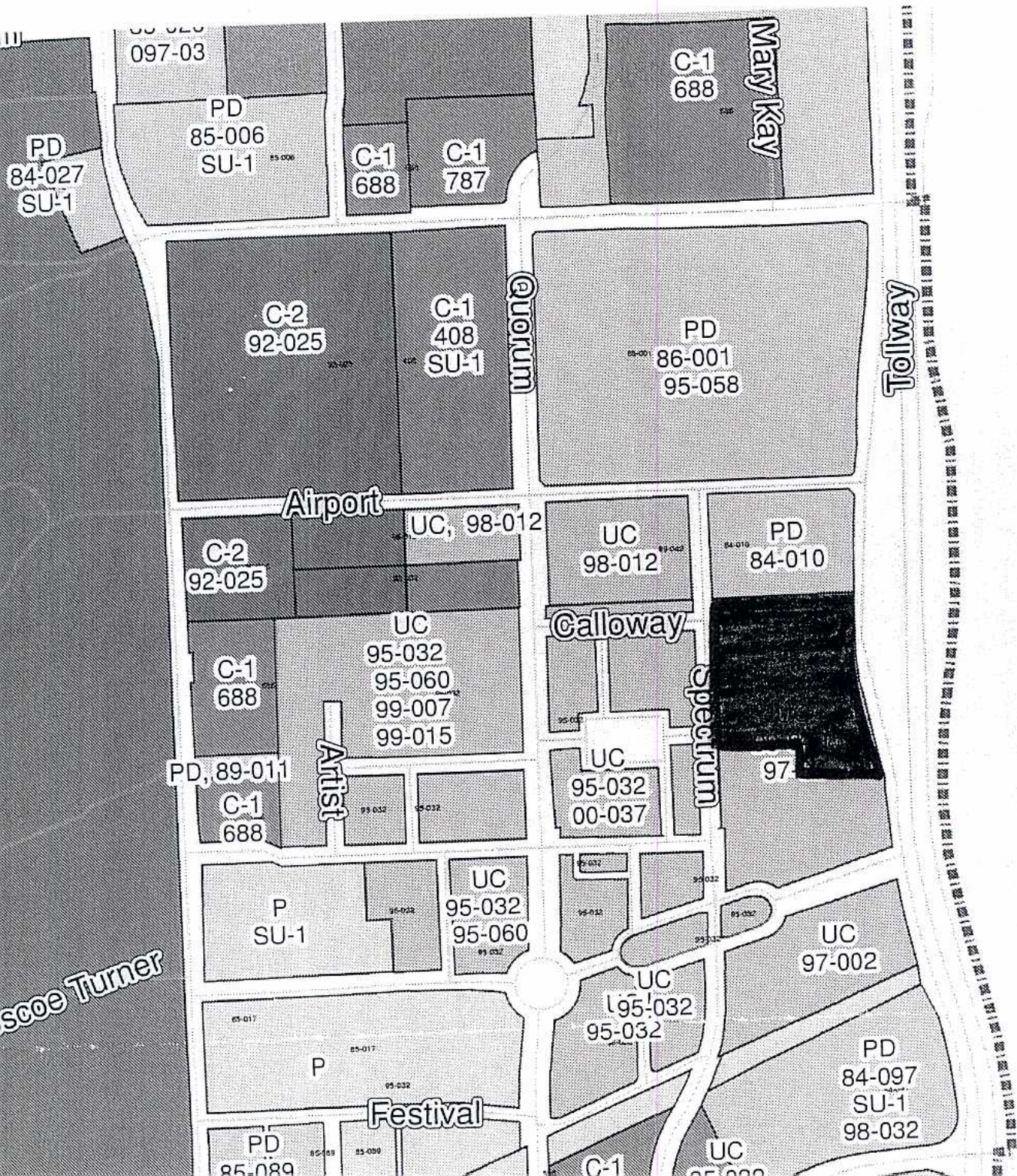
To: Carmen Moran, Director of Development Services
From: Gordon Robbins, Deputy Fire Chief
Date: Monday, July 17, 2006
Re: REPLAT/Lot 1, Block A, Trinity Christian Academy

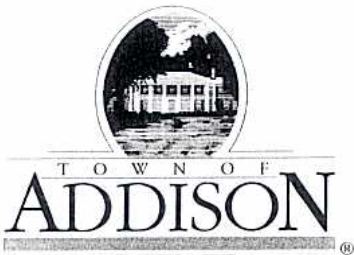


The Fire Department has no comment on this submittal. Thank you.

1521-Z

Case 1521-Z/SNK Development, Inc. Requesting approval of a final development plan, with waivers, in the UC –Urban Center, district, Commercial sub-district, located on 6.53 acres between Spectrum Drive and Dallas Parkway, just south of The Madison office building, on application from SNK Development, Inc, represented by Mr. Derrick Turnbull.





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

FAX (972) 450-7043

July 20, 2006

STAFF REPORT

RE: Case 1521-Z/SNK Development, Inc.

LOCATION: 6.53 acres between Spectrum Drive and Dallas Parkway, just south of the Madison office building.

REQUEST: Approval of a final development plan with waivers to design standards, for a multi-family project of approximately 272 units

APPLICANT: SNK Development, Inc. represented by Mr. Derrick Turnbull

DISCUSSION:

Background. Addison Circle is a development that was envisioned through a long-term planning process called Addison 2020. During that process, a group of Addison citizens determined that a neo-traditional, urban neighborhood, with mixed uses, would be a logical development direction for the Town. The Town worked for many months with Columbus Realty Trust on a set of development standards, which were codified into the Urban Center zoning district, a new zoning classification in the Addison Zoning Ordinance.

The "UC" Urban Center zoning classification was added to the zoning ordinance on May 3, 1995 through Ordinance 095-019. Columbus Realty, which later became Post Properties, constructed three phases of multi-family developments under the UC district regulations. Development plans for Phase I (460 residential units) were approved on July 17, 1995 through Ordinance 095-032. Phase II (610 residential units, a 300,000 square foot office building, and six town homes) was approved on June 24, 1997 through Ordinance 097-029, and Phase III (264 residential units) was approved on March 9, 1999, through Ordinance 099-007. A condominium development (The Aventura) of 86 units was approved on November 9, 1999 through Ordinance 099-049. At this point, Addison Circle contains 1,330 residential units, approximately 340,000 square feet of Class A office space, and approximately 110,139 square feet of retail/restaurant space.

In July of 2000, Post Properties submitted a development plan for Phase IV in Addison Circle. That phase contained an additional 255 multi-family units and 7,986 square feet of retail space. It covered 3.27 acres at the northeast corner of Quorum Drive and Morris Avenue. The plan entailed some amendments to the Concept plan, and both the amendments and the development plan were approved on September 26, 2000 through Ordinance 000-037. However, later in 2000, Post Properties determined that it would not build any more units in Addison Circle and let its option to purchase additional pieces of land lapse.

The remaining land in Addison Circle was purchased by TexOK Properties, which then sold the two remaining large tracts in the residential sub-district to different developers. CityHomes, a subsidiary of Centex Homes, bought the property on the east side of Quorum Drive, between Quorum and Spectrum. CityHomes is now under construction on 183 townhome/condominium units. TexOK Properties sold the property on the west side of Quorum Drive to Fairfield Residential. In August of 2005, Fairfield received approval to construct a 141-unit condominium building, but later determined not to go through with the plan. Fairfield is currently planning to construct approximately 400 multi-family units on the tract on the west side of Quorum.

The tract under discussion in this case is the remaining 6.53-acre tract between Spectrum Drive and the Dallas Parkway. It was purchased from TexOK Properties by SNK Development. It is in the Urban Center commercial sub district. The tract is being subdivided into three lots. Two lots will be taken up with the development proposed in this case. The remaining lot is on the east side of the property. It is being held for a future condominium tower, an office building, or possibly a hotel. The developer will construct a street that will bisect the property from east to west. It will be a Category C street, which is a Residential street within a 61-foot right-of-way. It includes two travel lanes with parallel parking spaces on both sides of the street and 12-foot sidewalks with street trees.

FINAL DEVELOPMENT PLAN

SNK Development is planning to construct two, 4-story- multi-family buildings. Building One, on the north side of the proposed street, will contain 157 units. It will have a 2,373 square-foot retail space on the ground floor, at the corner of Spectrum and the new proposed street. Building Two, on the south side of the street, will contain 115 units. Building Two will have the Clubhouse, pool and recreational facilities for both buildings on its roof. The buildings contain a mixture of one, two, and three bedroom units ranging from 865 square feet to 1,477 square feet. There are no efficiency units. Both buildings will have structured parking and will feature individual garages for most units.

DESIGN STANDARDS

The applicant has submitted a letter requesting waivers to the design standards for setbacks and 90% masonry.

The following standards are contained within the Commercial subdistrict of the "UC" Urban Center regulations:

Section 4, B. Permitted Uses. The plans show a mixed-use development of 272 residential units and 2,373 square foot of retail, which is allowed under the requirements.

Section 5. Dimensional and Design Standards

Subsection A, Minimum Area per Dwelling Unit:

Efficiency	500 square feet
1 Bedroom	750 square feet
2 Bedroom	900 square feet
3 Bedroom	1,000 square feet

The minimum unit size for this project:

Efficiency	no units
1 Bedroom	865 square feet
2 Bedroom	1,210 square feet
3 Bedroom	no units

Subsection B, Building Height:

The maximum building height for portions of buildings or structures within one hundred fifty (150) feet of the closest boundary line of the Residential Subdistrict shall conform with the following height restrictions:

Minimum	Maximum
40 feet	92 feet

This project is 48-50 feet tall, with occasional corner elements or spires that reach 72 feet.

Subsection C. Setbacks.

1. Front Yard. The minimum required front yard is ten (10) feet, such distance shall be measured from the property line.

In the applicant's letter, he indicates he would like to have a waiver to allow projections such as brick pilasters and red columns at the corners of the buildings. He indicates the required setback is five feet. The cross section for the category C street shows a setback of 5-8 feet, but the regulations say 10 feet. This setback topic was heavily debated during the drafting of the regulations. The staff and original developer argued at length on the proper setback. The staff wanted 10 feet in order to provide room for landscaping. The original applicant argued that there was a delicate balance between the width of street and height of building that would be skewed by making the streets 10 feet wider (5 feet more setback on each side). The compromise was to require 10 feet in the ordinance, but then allow a waiver so that applicant's could propose 5 feet. The logic was that we would try the first project at a 5-foot setback, and if it didn't look and feel right, the next ones would be required to go with the ordinance standard of 10 feet. Once the first project was built, the staff and developer agreed that a 5-foot setback is the right amount. Every project in Addison Circle has been constructed with a 5-foot setback. Therefore, staff is comfortable with the 5-foot setback proposed by the applicant, and is also comfortable with allowing the 2-foot projections to protrude into the setback. It should be noted that patios and stoops will also protrude into the setback (which is allowed by the ordinance), but there will be 12 feet of clear sidewalk throughout the project.

2. *Side yard.* There is no minimum side yard required for this project. The applicant has set the garages at the property line on both the north and south sides of this property. The Code allows this. In addition, the garages are planned to be closed garages. An "open garage" is one that is at least 50 % open on all sides. This alleviates the developer from the burden of providing a ventilating system. These are not open garages, but will provide a solid wall against the north and south property lines.

Subsection F. Parking.

The parking requirement for this multi-family project is one space per bedroom. Therefore, a 1 bedroom/den unit only requires one space. The applicant has provided 636 parking spaces. The plans are a little deceiving in that the totals on the plan count each garage as one space. The staff counted available parking off of the plan and found the following:

	Parking Required	Parking Provided
Building 1	241	391
Building 2	<u>169</u>	<u>245</u>
TOTAL	410	636

The applicant has sufficient parking to provide for visitor spaces and for the 2,373 square-foot retail space. However, since most of the parking is provided in garages, it may be difficult to effectively utilize the spaces.

Subsection H Exterior appearance.

The standards for exterior appearance require that at least ninety percent (90%) of the exterior facades shall be brick. The applicant submitted exterior elevations for a building that are 65% brick or stone, with the remainder being stucco. The staff agrees with the applicant that the reduced brick is more in keeping with contemporary style of the architecture of this building. In addition, the applicant has a desire to distinguish his project from the adjacent Post Properties project, and staff believes the elevations will be different enough to keep all of Addison Circle from looking alike. The staff would also note that the ordinance allows the applicant to go with 100% stucco on the interior courtyards, but this applicant has chosen to keep the same brick-stucco patterns in the interior of the project. In addition, the applicant is proposing to make the exterior garage walls on the north and south of the project almost 90% brick. Staff feels that approval of the waiver is appropriate and recommends it be approved.

Subsection H., Paragraph (b) Colors.

Colors. The ordinance requires the dominant color of all buildings and roofs to be warm gray, red, beige, and/or brown. Black and stark white shall not be used. The colors proposed by the applicant appear to meet this requirement.

Subsection H., Paragraph (c) Windows.

The applicant meets all requirements relating to windows.

Subsection K. Landscaping Requirements.

The plans indicate the applicant plans to follow the standards contained in the UC district.

Fire Code Requirements. The Fire Prevention Chief has reviewed the plans and notes that while one fire hydrant is shown on the plan, an additional hydrant will be required.

Engineering. The Public Works Department (memo attached), has reviewed the plans and has the following comments:

GENERAL:

-Staff recommends that the 10-foot wide utility easement located south of the proposed street and adjacent to the Dallas Parkway be a minimum 15-feet wide.

-Final plans must be signed and sealed by the engineer of record.

Sheet 4 – DIMENSIONAL CONTROL PLAN

- Each drive approach along Spectrum Drive shall have a minimum curb return radius of ten feet.

-The trash receptacle that is located at the northeast corner of the project site will not be allowed. It is not feasible for a trash truck to back up on Dallas Parkway to serve this receptacle.

-The plan needs to be reflected to show a deceleration lane on Dallas Parkway into the street shown between the two buildings.

SHEETS 6 & 7 – DRAINAGE AREA MAP AND STORM DRAINAGE PLAN

- Staff will need inlet design calculations and storm sewer pipe calculations for the site.

- Staff will need calculations for existing downstream storm sewer. Applicant must either prove that downstream storm sewer is adequate for post-developed flows or provide on-site detention.

SHEETS 8 & 9 – WATER AND SANITARY SEWER PLAN AND 12" WATER AND SANITARY SEWER PROFILES

- Show note to lower exiting water line as shown on Sheet 7

-Sta. 1+-00, 12" water line: The proposed 12" gate valve shall be installed prior to the installation of the first 12" 45 degree bend.

-Show locations of irrigation meters.

- All domestic water services must have backflow prevention devices.

-All Fire Services must have a double-check detector assembly in a vault.

SHEET 10 – PAVING & GRADING PLAN

-Delete driveway for trash receptacle located at the northeast corner of project site.

- Install deceleration lane at Dallas Parkway at street

SHEET 11 – PAVING PLAN & PROFILE

- No comments.

In addition to these comments, the staff has looked closely at the garage entrance/exit that is on the east end of the project and 31-feet from Dallas Parkway. The staff does not feel that this is a safe garage entrance/exit. As Aaron Russell notes in his memo, the staff believes this entrance needs to be eliminated. That will mean some re-design on the ground floor of the garage, but the applicant has sufficient parking spaces to allow some to be eliminated. If allowed, this driveway cut would be less than 50 feet from an existing driveway at the Madison office building, which is closer than the Town's thoroughfare plan recommends. In addition, the Town's thoroughfare plan requires that a driveway not be closer than 100 feet to the property line. This driveway is less than 50 feet from the north property line.

Staff has also recommended a deceleration lane be added at the street bisecting the property. However, the staff will consider a traffic study from a certified traffic engineer supporting not adding the deceleration lane.

Staff would also note that the right-of-way for Dallas Parkway is actually in the City of Dallas, and any work done in that right-of-way will require a permit from the City of Dallas.

SUMMARY

This is an exciting project and staff is very pleased with the density and design. Staff is also pleased that the project provides some active uses on the ground floor against Spectrum Drive. The Clubhouse on the south building and retail space on the north building will be nice amenities on Spectrum Drive. In addition, the staff feels that a small retail establishment has a good chance of success in this location due to the head-in parking spaces that the city installed along Spectrum.

Staff also likes the fact that this applicant has provided lots of stoops and entrances along the streets. However, staff has noted that stoops and entrances are shown on the Dallas Parkway side of Building 1. Staff feels that the Dallas Parkway frontage road is not a great street to have a front door on, and would advise the applicant that the ground floor of the east side of Building 1 might be redesigned to eliminate the doors and stoops. Staff would also note that while the ability to have an enclosed garage will be a great feature, some of the parking spaces in the garages are right against the wall.

There is not a "dead head" or space that someone can back into when exiting the garage. Those spaces should be re-designed.

While there are some design items that need to be addressed; the staff feels that the plan meets the requirements and intent of the Addison Circle district. The units are spacious and seem to have a lot of amenities that would make for a successful project. Staff also feels the architecture is interesting and different from the other projects that have been developed in the district, and will help make Addison Circle look like a neighborhood that has developed over time.

RECOMMENDATION

Staff recommends approval of the proposed final development plan with the following waivers to design standards, as requested by the applicant:

Waiver 1 – Subsection C. Setbacks.

Staff recommends approval of the applicant's request for a minimum 5'-0" front yard with maximum 2'-0" projections into the required front yard for brick and stone pilasters and red columns at the corners of the buildings.

Waiver 2 – Subsection H *Exterior appearance*.

Staff recommends approval of the applicant's request for facades that are 65% brick or stone.

Staff recommends approval of the development plans subject to the following conditions:

- Staff recommends that the 10-foot wide utility easement located south of the proposed street and adjacent to the Dallas Parkway be a minimum 15-foot wide.
- Final plans must be signed and sealed by the engineer of record.
- Each drive approach along Spectrum Drive shall have a minimum curb return radius of ten feet.
- The trash receptacle, and driveway to service it, that is located at the northeast corner of the project site will not be allowed.

- Applicant shall furnish inlet design calculations and storm sewer pipe calculations for the site.
- Applicant shall furnish calculations for existing downstream storm sewer. Applicant must either prove that downstream storm sewer is adequate for post-developed flows or provide on-site detention.
- Plans shall be revised for Sheet 8 to show a note to lower exiting water line as shown on Sheet 7
- Plans shall be revised to show locations of irrigation meters.
- All domestic water services must have backflow prevention devices.
- All Fire Services must have a double-check detector assembly in a vault.
- Garage entrance/exit on Dallas Parkway shall be redesigned to provide for emergency vehicle exit only.
- A deceleration lane from Dallas Parkway into the proposed street that bisects the project shall be added to the plans.

Respectfully submitted,



Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on July 27, 2006, voted to recommend approval of the following:

Waiver 1 – Subsection C. *Setbacks*.

Commission recommends approval of the applicant's request for a minimum 5'-0" front yard with maximum 2'-0" projections into the required front yard for brick and stone pilasters and red columns at the corners of the buildings.

Waiver 2 – Subsection H *Exterior appearance*.

Commission recommends approval of the applicant's request for facades that are 65% brick or stone.

Commission recommends approval of the development plans subject to the following conditions:

-The 10-foot wide utility easement located south of the proposed street and adjacent to the Dallas Parkway shall be a minimum 15-feet wide.

-Final plans shall be signed and sealed by the engineer of record.

- Each drive approach along Spectrum Drive shall have a minimum curb return radius of ten feet.

-The trash receptacle, and driveway to service it, that is located at the northeast corner of the project site, shall be eliminated.

- Applicant shall furnish inlet design calculations and storm sewer pipe calculations for the site.

-Applicant shall furnish calculations for existing downstream storm sewer. Applicant must either prove that downstream storm sewer is adequate for post-developed flows or provide on-site detention.

- Plans shall be revised for Sheet 8 to show a note to lower exiting water line as shown on Sheet 7

-Plans shall be revised to show locations of irrigation meters.

- All domestic water services shall have backflow prevention devices.
- All Fire Services shall have a double-check detector assembly in a vault.
- Garage entrance/exit on Dallas Parkway shall be redesigned to provide for emergency vehicle exit only.
- A deceleration lane from Dallas Parkway into the proposed street that bisects the project shall be added to the plans.

Voting Aye: Chafin, Daseke, Gaines, Jandura
Voting Nay: Bernstein, Meier, Wood
Absent: None



ARCHITECTURE **DEMAREST**

2923 Canton St., Dallas, TX 75226-1604
T: 214.748.6655 F: 214.748.5060
www.architecturedemarest.com

June 27, 2006

Carmen Moran
Addison Service Center
16801 Westgrove Drive
Addison, Texas 75001-5190
972-450-2880
Fax: 972-450-2837

Dear Carmen Moran,

With regard to the SNK Addison Mixed Use Development, we wish to apply for the following waivers.

1. The Landscape Guidelines Category C requires a right-of-way of 61'-0" with an additional 5'-0" minimum front yard. We request a waiver to allow the project to have 2'-0" maximum projections into the required front yard. These projections, namely the brick and stone pilasters seen throughout the building's elevations and the red columns at the corners of the buildings, are aesthetically significant to maintain the character of the building's elevations.
2. The Urban Center District Guidelines requires all elevations visible from the street to be 90% masonry. We request a waiver to reduce the required masonry to 65%. The addition of more masonry to achieve the required amount would be detrimental to the overall aesthetics of the building's elevations.

We appreciate your consideration in these matters.

Respectfully,

David Demarest
Principal and CEO
Architecture Demarest

Memorandum

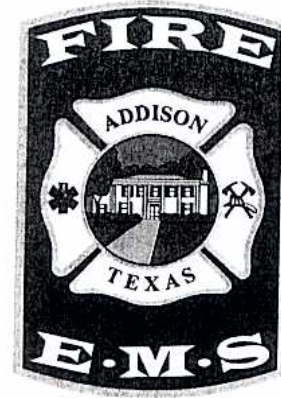
Date: July 17, 2006
To: Carmen Moran, Director of Development Services
From: Slade Strickland, Director of Parks and Recreation
Subject: Case 1521-Z/SNK Development, Inc.

The streetscape plans should comply with the UC-Urban Center standards for lighting, paving, site furniture and planting. All street trees shall be 4" caliper, 100 gallon, container grown trees. The ornamental magnolias shall be 8-10 foot high, and the turf shall be Common Bermuda or St. Augustine.

All streetscape irrigation shall be tied to a centrally controlled, Rainmaster controller that meets the town's irrigation standards.

Memorandum

To: Carmen Moran, Director of Development Services
From: Gordon Robbins, Deputy Fire Chief
Date: Monday, July 17, 2006
Re: Case 1521-Z / SNK Development, Inc



One fire hydrant is shown on the plan, however an additional hydrant will be required approximately 300-feet to the west in order for the site to comply with applicable regulations.

INTEROFFICE MEMORANDUM

TO: NANCY S. CLINE, P.E.; DIRECTOR OF PUBLIC WORKS
FROM: FRANK DAVIS *FD*
SUBJECT: PLAN REVIEW - SNK MIXED USE DEVELOPMENT
DATE: 7/18/2006
CC: AARON RUSSELL, ASST. DIRECTOR OF PUBLIC WORKS

The following is a summary of the review of the referenced plans.

1. GENERAL:

- a. Recommend that 10' utility easement located south of proposed street and adjacent to the Dallas Parkway be a minimum of 15'.
- b. Final plans to be signed and sealed by the engineer of record.

2. SHEET 4 – DIMENSIONAL CONTROL PLAN:

- a. Each drive approach along Spectrum Drive shall have a minimum curb return radius of ten feet (10').
- b. The driveway on the Dallas Parkway, located at the northeast of project site, shall have a minimum curb return radius of twenty feet (20').
- c. The access driveway to trash receptacle that is located at the northeast corner of project site will not be allowed. The current configuration will required the trash collection vehicle to back out into the Dallas Parkway. Relocated trash receptacle and delete this driveway.
- d. Show deceleration lane on Dallas Parkway for main drive entrance.

3. SHEETS 6 & 7 – DRAINAGE AREA MAP AND STORM DRAINAGE PLAN:

- a. Need inlet design calculations and storm sewer pipe calculations for site
- b. Need calculations for existing downstream storm sewer. Is downstream storm sewer adequate for post-developed flows?
- c. Note to lower existing 8" water line needs to be shown Sheet 8.

4. SHEETS 8 & 9 - WATER AND SANITARY SEWER PLAN AND 12" WATER & SANITARY SEWER PROFILES:

- a. Show note to lower existing 8" water line as shown on Sheet 7.

- b. Sta. 1+00, 12" Water Line: The proposed 12" gate valve shall be installed prior to the installation of the first 12" 45° Bend.
- c. Show locations of irrigation meter(s).
- d. All domestic water services must have backflow prevention devices.
- e. All Fire Services must have a double-check detector assembly in a vault.

5. SHEETS 10 – PAVING & GRADING PLAN:

- a. Delete driveway for trash receptacle located at the northeast corner of project site.
- b. Install deceleration lane for main drive entrance on Dallas Parkway.

6. SHEETS 11 – PAVING PLAN & PROFILE:

- a. No comments.

Carmen Moran

From: Aaron Russell
Sent: Thursday, July 20, 2006 9:18 AM
To: Carmen Moran
Cc: Nancy Cline
Subject: SNK Mixed Use Development

Carmen,

Please add the following comments to those submitted by Frank Davis on July 18, 2006.

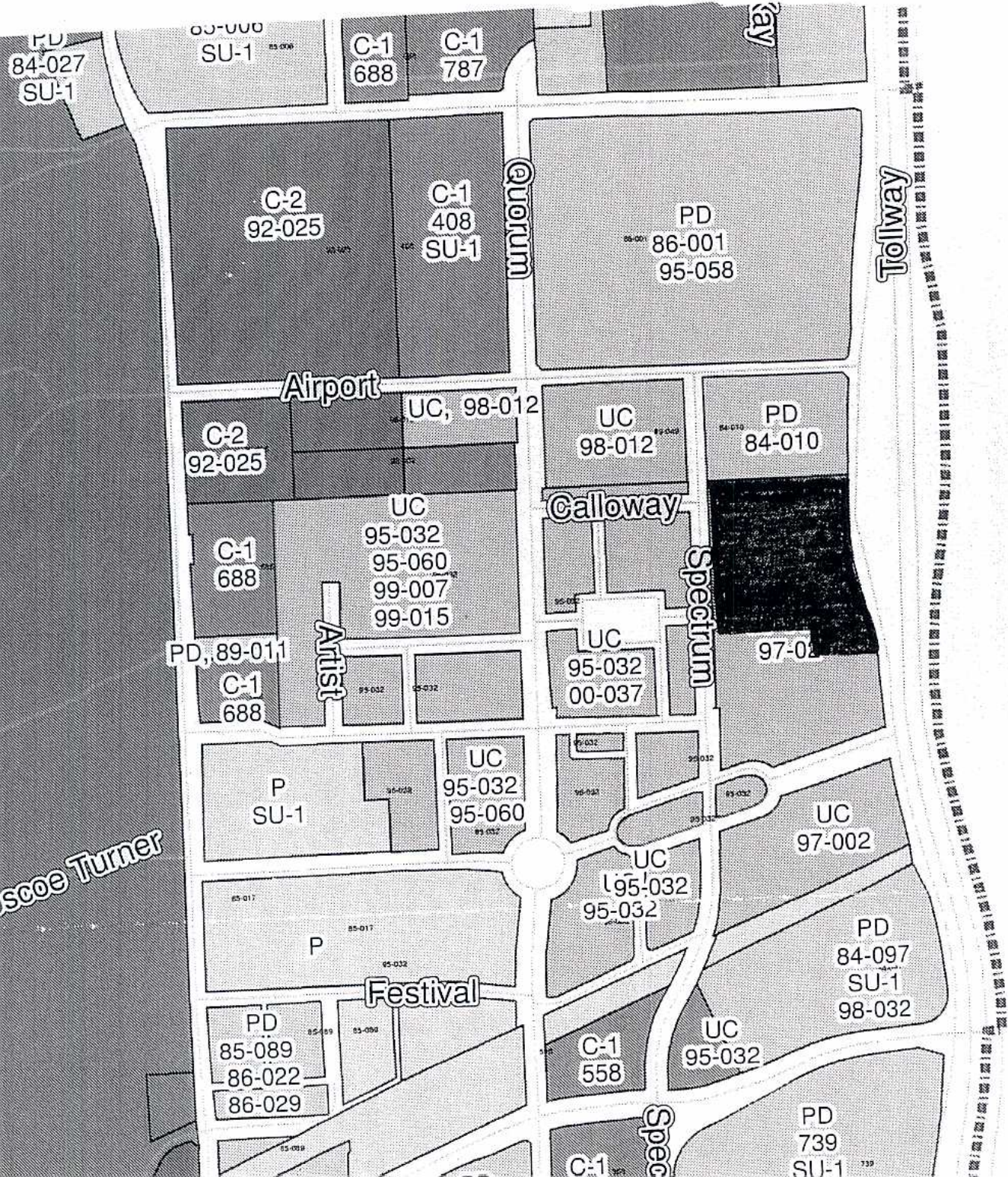
SHEET 4 – DIMENSIONAL CONTROL PLAN

1. Eliminate northern entrance due to property clearance requirements.
2. Provide deceleration lane study for entrance off of Dallas Parkway including service to all units, cut through traffic, and local retail traffic.
3. Driveway spacing and design must conform to City of Dallas standards on Dallas Parkway service road.
4. A permit from the City of Dallas must be obtained for all development entrances on Dallas Parkway.

Aaron Russell, P.E.
Asst. Director of Public Works
Town of Addison
16801 Westgrove Dr.
Addison, TX 75001
Ph. (972) 450-2879
Fax (972) 450-2837
arussell@ci.addison.tx.us

FINAL PLAT/Addison Mixed Use Development

FINAL PLAT/SNK Addison Mixed Use Development. Requesting approval of a final plat of three lots on 6.536 acres, in the UC – Urban Center district, located between Spectrum Drive and Dallas Parkway, just south of The Madison office building, on application Grantham & Associates, Inc. represented by Mr. Bruce Grantham.





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

July 20, 2006

STAFF REPORT

RE: FINAL PLAT/SNK Addison Mixed Use Development

LOCATION: Three lots on 6.536 acres in the UC – Urban Center, district, located between Spectrum Drive and Dallas Parkway, just south of the Madison Office Building.

REQUEST: Approval of a final plat

APPLICANT: SNK Development, represented by Mr. Bruce Grantham of Grantham and Associates

DISCUSSION:

Background. This site is located in the Urban Center district – commercial sub-district. The owners, SNK Realty, anticipate developing the site with two, 4-story buildings totaling 272 units. The final development plan for the two-building project precedes this item on the agenda (case 1521-Z/SNK Development, Inc.). The applicant is subdividing the site into three lots. Two lots will be taken up by the buildings proposed in case 1521-Z. The third lot will be held as a site for a future condominium tower or possibly an office building or hotel. The applicant is dedicating a street that bisects the property from east to west. This street will be constructed by the applicant and dedicated to the City. It will be built in accordance with the Urban Center standards for a Category C, Residential Street.

Public Works Review. The Public Works Department has reviewed the plat and notes the following items:

- Plat closure meets the minimum requirements.
- The plat shall be revised to indicate a 15-foot utility easement located south of the proposed street and adjacent to the Dallas Parkway. This

additional width is needed to provide sufficient separation and work area for the proposed utility improvements.

RECOMMENDATION:

Staff recommends approval of the final plat, on application from SNK Development, subject to the conditions listed above.

Respectfully submitted,

A handwritten signature in black ink that reads "CMORAN". The letters are stylized and connected.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on July 27, 2006, voted to recommend approval of the final plat on application from SNK Development, Inc. subject to the following conditions:

- Plat closure meets the minimum requirements.
- The plat shall be revised to indicate a 15-foot utility easement located south of the proposed street and adjacent to the Dallas Parkway. This additional width is needed to provide sufficient separation and work area for the proposed utility improvements.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Meier, Wood

Voting Nay: None

Absent: None

INTEROFFICE MEMORANDUM

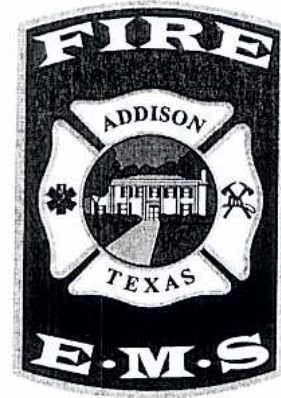
TO: NANCY S. CLINE, P.E.; DIRECTOR OF PUBLIC WORKS
FROM: FRANK DAVIS *FD*
SUBJECT: FINAL PLAT FOR SNK MIXED USE DEVELOPMENT
DATE: 7/18/2006
CC:

The following is a summary of the review of the referenced plat.

1. GENERAL:
 - a. Plat closure meets the minimum requirements.
 - b. Recommend that 10' utility easement located south of proposed street and adjacent to the Dallas Parkway be a minimum of 15' to provide sufficient separation and work area for the proposed utility improvements.

Memorandum

To: Carmen Moran, Director of Development Services
From: Gordon Robbins, Deputy Fire Chief
Date: Monday, July 17, 2006
Re: FINAL PLAT/SNK Addison Mixed Use Development



The Fire Department has no comment on this submittal. Thank you.

Council Agenda Item: #R10

There are no attachments for this item.

Council Agenda Item: #R11

SUMMARY:

Consideration of a resolution regarding certain matters pertaining to a Ground Lease at 4444 Westgrove Drive on Addison Airport between the Town of Addison, as Landlord, and ADS Air 2000, L.P. as Tenant, as follows: i) consent to an assignment of ground lease, ii) consent to an amendment to ground lease, iii) consent to the assumption of a leasehold mortgage.

BACKGROUND:

ADS Air 2000, L.P., the current tenant of the above-referenced ground lease, is requesting the Town's consideration and consent to the assignment of its ground lease to Key Development, LLC. Key Development has entered into an agreement to acquire ADS Air's leasehold interests on the condition that: 1) the Town consents to the assignment of the ground lease; 2) the Town agrees to enter into and execute an amendment to the ground lease that, among other things, extends the current term of the ground lease an additional 20 years or 240 months, and 3) the Town consents to Key Development's assumption of an existing leasehold mortgage affecting the ground lease previously consented to by the Town.

Airport Management recommends to the Town that it consent to the above-described actions. The City Attorney has reviewed the proposed Assignment of Ground Lease, First Amendment to Ground Lease and has no objection to their form. The estoppel letter to be executed by and between the bank and Town acknowledging the assumption of the leasehold mortgage is expected to be substantially in the form as presented in Exhibit 4.

RECOMMENDATION:

Airport Management and staff recommend the council consent to this agreement subject to the City Attorney's review and acceptance of the executable document.

Attachments: Lisa Pyles/ Bill Dyer – Memorandum
Exhibit 1: Aerial View and Location Map of Subject Property
Exhibit 2: Proposed Assignment of Ground Lease
Exhibit 3: Proposed First Amendment to Ground Lease
Exhibit 4: Proposed Estoppel Agreement with Bank
Exhibit 5: Copy of Current Ground Lease with Easement Agreement and All Subsequent Assignments.



To: Mark Acevedo, Director of General Services

From: Lisa Pyles, Airport Director
Bill Dyer, Real Estate Manager

Date: July 27, 2006

Re: Requested Action by the Town of Addison by
ADS AIR 2000, L.P. and KEY DEVELOPMENT, LLC
Ground Lease 0710-5501 (GL 55); 4444 Westgrove Drive

Summary of Requested Action and Recommendation by Airport Manager

ADS Air 2000, L.P., (“ADS Air”), the current tenant of the above-referenced ground lease, is requesting the Town’s consideration and consent to the assignment of its ground lease to Key Development, LLC (“Key Development”). Key Development has entered into an agreement to acquire ADS Air’s leasehold interests on the condition that: 1) the Town consents to the assignment of the ground lease; 2) the Town agrees to enter into and execute an amendment to the ground lease that, among other things, extends the current term of the ground lease an additional 20 years or 240 months; and 3) the Town consents to Key Development’s assumption of an existing leasehold mortgage affecting the ground lease, which mortgage was previously consented to by the Town.

Airport Management recommends to the Town that it consent to the above-described actions. The Town’s attorney has reviewed the proposed Assignment of Ground Lease and First Amendment to Ground Lease, and has no objection to their form. Copies of these documents are attached for your benefit. A Non-disturbance Agreement/Estoppel Letter to be executed by and between the bank and the Town of Addison, acknowledging the assumption of the leasehold mortgage, is expected to be substantially in the form as presented in Exhibit 4 attached hereto. Airport Management recommends the Council consent to this agreement subject to the Town attorney’s review and acceptance of the executable document.

Background Information

The subject ground lease commenced April 1, 1984 by and between the Town of Addison and AATI as landlord and Lawson Ridgeway as tenant. In addition to the ground lease, Mr. Ridgeway granted to the landlord a permanent right-of-way easement for the purpose of aircraft, vehicular and pedestrian access over and across a portion of what is now the aircraft ramp serving the property. This is one of several such easements found along the furthestmost eastern end of Taxiway Victor necessary to ensure the unobstructed movement of aircraft.



The ground lease has a 40-year term due to expire March 31, 2024 (with 17.7 years remaining) and the current annual ground rental is \$36,862.80 per year, or approximately \$.54 per square foot.

History of the leasehold ownership is as follows:

Assignor	Assignee	Date of Assignment
Lawson Ridgeway	Great Southwest Homes, Inc.	October 23, 1985
Great Southwest Homes, Inc	Tarfive, Inc.	May 31, 1988
Tarfive, Inc.	MCORP Management Solutions Inc., through Foreclosure	September 7, 1988
MCORP Management Solutions Inc., through Foreclosure	Realty Alliance of Texas, Ltd.	September 8, 1988
Realty Alliance of Texas, Ltd.	Italix Acquisition Corp.	March 15, 1990
Italix Acquisition Corp.	AIR 276 I, LP	March 31, 1999
AIR 276 I, LP	ADS AIR 2000, LP	July 7, 2000

As indicated, ADS Air acquired the improvements and leasehold interest from AIR 276 I, LP and has owned and operated the premises the past six years. In March 1999 AIR 276 I, LP requested and obtained landlord’s consent of the creation of a \$1.4 million leasehold mortgage when it acquired the property in favor of Archon Financial, LP. In July 2000 the Town also consented to the assumption of the same leasehold mortgage by ADS Air with the note then owned by GMAC Commercial Mortgage Corporation. As previously stated, Key Development LLC, the proposed buyer of the leasehold interest, desires to assume this leasehold mortgage with the Town’s consent.

Summary of Ground Lease Terms

<i>Name of Tenant</i>	<i>Description</i>
Name of Tenant	ADS AIR 2000, L.P.
Doing Business As	SAME
Lease #	0710-5501
Lease Type	Ground Lease
Other Lease Ref. Or ID	GL55
AA Survey Lot Reference	Lease Tract #71
Property Name	4444 Westgrove
Legal Address (1)	4444 Westgrove
City	Addison
State	Texas
Zip	75001
Primary Contact	Mr. Tom Bijou, Owner
Contact Phone #	Office: 972-930-6260
On-Property Address	V-16
Brief Description of Premises	Multi-story, multi-tenant office building with an attached conventional aircraft hangar with aircraft ramp and vehicle parking.
Land Area	67,685.79 SF (per survey dated 6/5/2006)
Building Area	36,626 SF
Rentable Office Area	26,626 RSF
Hangar/Air Serv.	10,000 SF
Ramp Area	15,215 SF



	CURRENT TERMS OF LEASE
Lease Commencement Date	04/01/1984
Lease Expiration Date	3/31/2024
Current Monthly Rental Rate	\$3,071.90mo; \$36,862.80 /yr.
Rental Rate/Building Area SF	\$.73
Rental Rate/ Land Area SF	\$.54
Lease Amendment	NONE
Last CPI Adjustment Date	5/1/2006
Next CPI Adjustment Date	5/1/2008

Current Status:

The leasehold improvements consist of a three-story multi-tenant office building constructed in 1985 with a polished black granite and glass exterior adjoining a 10,000 square foot metal-clad hangar. The first floor of the office building contains a three-story garden atrium and elevator lobby. There are 47 covered parking spaces with an additional 50 uncovered parking spaces. The second and third floors contain 29,626 rentable square feet and are serviced by a hydraulic elevator and two enclosed staircases. The office and covered parking are 100% sprinklered with emergency fire alarms dispersed throughout. The jet hangar also has a reception area with three private offices and two bathrooms. The hangar is painted siding over steel frame with six 27.5-foot-high metal sliding doors. The building’s roof was replaced in 1996 with a 10-year warranty. (see Exhibit 1: Aerial View of ADS).

Analysis of Leased Estate Valuation to Landlord

The following is an estimated valuation of the leasehold based upon the terms and conditions of the ground lease and other salient facts as follows:

Estimated remaining rent obligation over the term of the lease ¹	\$715,975
Net Present Value (NPV) of these rental payments ²	\$313,644
Estimated value of improvements ³	\$2,000,000
Estimated value of leasehold fee interests	\$2,419,836

Note 1: As of 7/27/2006, assumes no change to lease terms, CPI increase of 3% every two years

Note 2: Based upon 10% discount rate

Note 3: Source is the DCAD valuation

Note: Any projections, opinions, assumptions or estimates of value are intended for the use and benefit of the Town of Addison, WSAAV and SAMI only and for no other purpose; valuations of real estate and leasehold interest depend on a wide array of variables and factors, which must be independently confirmed and carefully evaluated by qualified third-party professionals.

The estimated value of the improvements exceeds the present value of the remaining rental payments estimated due over the remaining term by 6.36 times (> 2.25 times is favorable).

Proposed Transaction

Section 9 of the Ground Lease restricts the tenant from assigning any rights under the lease without the prior written consent of the landlord. ADS Air desires to sell its leasehold



interest to Key Development, LLC, a Texas limited partnership. Mr. Jim Key is the founding principal of this newly formed partnership for his real estate holdings. He intends to use the leased premises for his business and as an investment holding.

Mr. Key retired in November 2005 as president and CEO of 7-Eleven, Inc., the world's largest convenience store retailer. Prior to 7-Eleven, he held various field and corporate positions at Gulf Oil Corporation. He has served on the board for various charitable programs and is the founding chairman of "Education is Freedom," a public charity dedicated to helping hard-working young people reach their full potential through higher education. A private pilot for the past 25 years, Mr. Key is owner of Cimarron AV Corp., a business engaged in the charter and leasing of aircraft, and is considering the highly publicized very light jet (VLJ) air-taxi market for future expansion.

The buy/sale agreement between ADS Air and Key Development is contingent upon: 1) the Town consenting to the ground lease assignment; 2) the Town agreeing to extend the lease term an additional 20 years in consideration of the numerous terms and conditions proposed in the First Amendment to Ground Lease; and 3) consenting to Key Development's assumption of an existing leasehold mortgage first consented to by the Town in 1999.

The following summarizes each of the agreements required for this transaction:

- Assignment Agreement (see Exhibit 2). This agreement is very similar to other assignment agreements previously consented to and executed by the Town. It requires the buyer (the "Assignee") to be bound by and to comply with all of the terms, provisions, duties, conditions and obligations of the current tenant. Additionally, as a condition of landlord's consent, the landlord does not release the seller (the "Assignor") from its obligations and liability under the ground lease.
- Non-disturbance Agreement/Estoppel Letter (see Exhibit 4). This agreement supersedes and replaces the previous estoppel letter dated March 1999, which was executed by the Town in favor of Archon Financial L.P.. Unlike the typical estoppel agreements considered by the Town, the bank has requested a 30-day cure period for monetary defaults and up to a 120-day cure period for non-monetary defaults whereas the ground lease provides for only a 15 and 30-day cure periods, respectively. Additionally, the bank requires the Town to agree to enter into a new lease agreement with the same terms and conditions of the existing ground lease in the event the lease is terminated as result of bankruptcy or insolvency of the tenant or the rejection of the lease by a bankruptcy trustee (See Para #6, page 2). These modifications are reasonable and are not considered extraordinary within the industry. Airport Management does not take any exception to these particular terms.



- First Amendment to Ground Lease (see Exhibit 3). To induce landlord to agree to extend the lease term an additional twenty (20) years so that it will expire on March 31, 2044, the tenant has agreed to not only amend and update many of the terms and conditions of the 22-year-old ground lease agreement typically required by the Town today, he has also agreed to the following key provisions:
 - Within the first 18 months from the effective date of the proposed amendment the tenant is to have completed a proposed remodeling and renovation of the leased premises valued at no less than \$250,000 with improvements yet to be reviewed and approved by the landlord. These improvements are expected to include the renovation and upgrade of 10,000 square feet of the existing building space and at least 5,000 square feet of additional hangar space. Should, for any reason, the tenant fail to obtain the required approvals for these improvements, tenant has the sole option to either propose an alternate plan of comparable value with an additional six months to complete the entire project or pay the landlord the lump sum of \$235,000 as monetary consideration (and not as liquidated damages). If the tenant fails to complete the improvements within the prescribed period or fails to exercise either of the two above options within the prescribed time, the lease term will only be extended an additional 15 years or until March 31, 2039 (*see Section 2A, Page 3*);
 - Although the tenant is already obligated to maintain the leased premises in a first-class condition throughout the lease term, tenant has agreed to establish a building maintenance reserve fund for the purpose of paying unexpected expenses, scheduled repairs or capital improvements made to the premises. Commencing April 1, 2008 and every other year thereafter, the tenant is to prepare for the landlord's benefit a capital repair and replacement plan outlining the current condition of the improvements, a schedule of expected capital improvements to be made and a funding plan sufficient to meet the projected capital needs. Provided the tenant is not in default, the fund remains the property of the tenant and may be kept in one or more cash or cash equivalent accounts owned by tenant. The tenant has agreed to seed this reserve fund with a beginning balance of \$80,000 within 30 days of the effective date of the proposed amendment. Should the tenant fail to routinely fund or properly account to the Town the reserve fund, it may constitute as a non-monetary default under the ground lease (*refer to Section 2I, Page 10 and Exhibit J*).
 - Tenant also agrees to pay the landlord, without offset or deduction, ground rent at the rate of \$4,184 per month, in advance, beginning with the first installment due the first day of the calendar month following the effective date of the amendment which will continue until the end of the extended term (still subject to bi-annual CPI adjustments). This represents a \$1,112 per month, or \$13,345 per year, rental rate increase from the current rate for a total annual rent of \$50,208 per year. This equates to a change in the ground lease per-square-foot rate from \$.54 to \$.74.



Economic Benefits Assessment

It is very difficult to determine with any degree of certainty the economic benefits of the proposed transaction to the Town of Addison because of the necessity of employing various broad assumptions well into the future. For example, such assumptions such as future market rental rates, depreciation and obsolescence, investor and lender tolerance for the investment risk (which influences interest rates, discount rates and capitalization rates), local and regional economic climates and industry trends all have a bearing on the performance of the property and the resulting economic benefits to the Town of Addison. While employing what are believed to be reasonable yet conservative assumptions, Airport Management has estimated that with the proposed term extension of 20 years, contract rental paid to the Town should increase from an estimated \$715,975 to \$1,921,421. This equates to nearly a 70% increase in the net present value of the projected cash flow (\$313,893 to \$532,320 using a 10% discount rate and bi-annual rental increases of 3%). Additionally, the physical improvements proposed to be constructed within the first 18 months of the amendment should have not only a positive impact on rental rates for the airport, it should also yield increased tax benefits to the community as a result of the proposed enhancements, which include enlarging hangar space to store more and/or larger aircraft. Airport Management also believes that the added assurance that the building will be well maintained in the latter years of the lease because of the building reserve fund incorporated into the proposed amendment provides an added benefit to the Town that is immeasurable.

Conclusion and Recommendation of Airport Manager

ADS Air 2000, L.P., (“ADS Air”) the current tenant of the above-referenced ground lease, is requesting the Town’s consideration and consent to the assignment of its ground lease to Key Development, LLC (“Key Development”). Key Development has entered into an agreement to acquire ADS Air’s leasehold interests on the condition that: 1) the Town consents to the assignment; 2) the Town agrees to enter into and execute an amendment to the ground lease that, among other things, extends the current term of the ground lease an additional 20 years or 240 months; and 3) the Town consents to Key Development’s assumption of an existing leasehold mortgage affecting the ground lease, which leasehold mortgage was previously consented to by the Town.

The subject property, 4444 Westgrove Drive, is a multi-story multi-tenant office building with attached corporate hangar space built in 1985. It is regarded as one of the nicer properties currently situated on Addison Airport and is expected to serve the airport very well for years to come. Properties along Taxiway Victor, especially those fronting Westgrove Drive, are most desirable as first-class multi-tenant/executive office and conventional hangar facilities, while maintenance and other commercial operations are better suited to the south, near the interior of the airport. Considering the subject property’s location, proposed use and current condition, Airport Management considers this particular property as a very low priority for acquisition or the taking of control of by the Town for realignment or redevelopment purposes.



The proposed transaction, together with the proposed amendment, is consistent with Airport Management's recommended long-term strategy for the subject property: to keep it in the possession of the private sector experienced in managing and operating multi-tenant properties of this caliber; to pursue a fair and reasonable renewal rate and/or its equivalent in value; and to ensure the property is well maintained especially during the latter years of the lease term. A longer lease term will enable the investor to make an attractive long-term return on his investment and attract favorable financing necessary to sustain the investment. We believe the proposed amendment provides the Town and Airport enhanced value and economic benefit over the term of the extended lease as a result of the increased rental payments, improvements made to the facility and the added inducement for the tenant to proactively maintain the property.

Airport Management recommends to the Town that it consent to the above-described actions. The Town's attorney has reviewed the proposed Assignment of Ground Lease and First Amendment to Ground Lease, and has no objection to their form. The estoppel letter to be executed by and between the bank and Town acknowledging the assumption of the leasehold mortgage is expected to be substantially in the form as presented in Exhibit 4 attached hereto. Airport Management recommends the Council consent to this agreement subject to the Town attorney's review and acceptance of the final executable document.

Summary of Exhibits

- Exhibit 1: Aerial View and Location Map of Subject Property
- Exhibit 2: Proposed Assignment of Ground Lease
- Exhibit 3: Proposed First Amendment to Ground Lease
- Exhibit 4: Proposed Estoppel Agreement with Bank
- Exhibit 5: Copy of Current Ground Lease With Easement Agreement and All Subsequent Assignments.

Exhibit 1

Aerial View & Location Map of Subject Property Located At 4444 Westgrove Drive



View of property looking toward the southwest over Westgrove Drive.

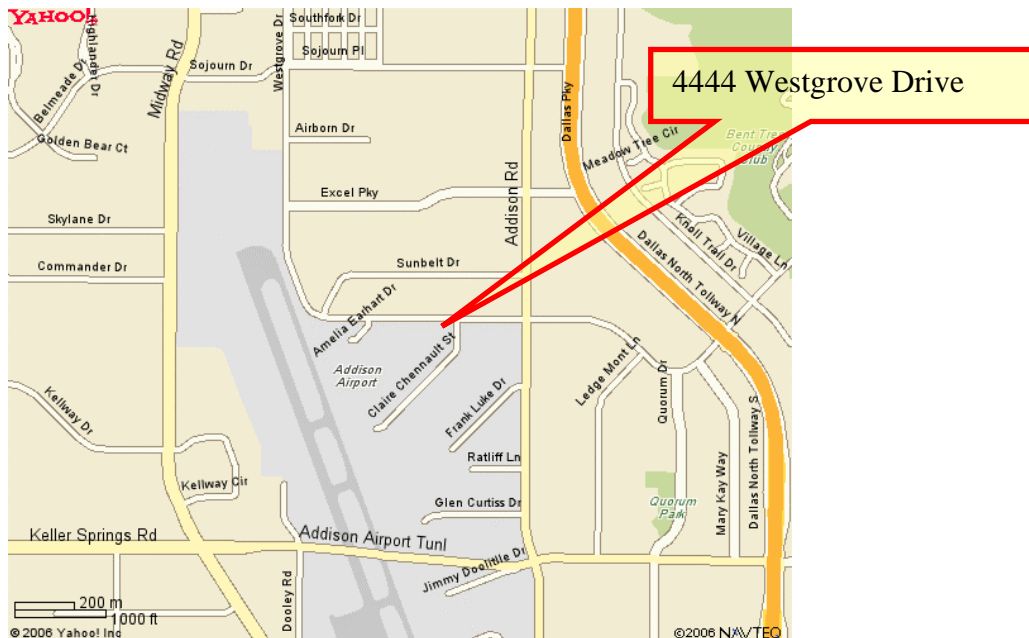


EXHIBIT 2

STATE OF TEXAS §
 § **ASSIGNMENT OF GROUND LEASE**
COUNTY OF DALLAS §

This **ASSIGNMENT OF GROUND LEASE** (the “Assignment”) is entered into and effective as of _____ 20___, at Addison, Texas, by and between **ADS AIR 2000, L.P.**, a Texas limited partnership (herein referred to as “Assignor”) and **KEY DEVELOPMENT, LLC**, a Texas limited partnership (herein referred to as “Assignee”).

WHEREAS, a Ground Lease together with the Addendum To Ground Lease was executed on March 2, 1984 between the City of Addison, Texas (the same being the Town of Addison, Texas and sometimes referred to herein as the “City”) and Addison Airport of Texas, Inc., as Landlord, and Lawson Ridgeway, as Tenant, recorded in Volume 86022, Page 0124-0133 of the Deed Records of Dallas, County, Texas (the “Ground Lease”, a true and correct copy of which Ground Lease is attached hereto as Exhibit A), by the terms of which certain real property now commonly referred to as 4444 Westgrove Dr. at Addison Airport within the Town of Addison, Texas and owned by the City; and

WHEREAS, by that Assignment of Lease dated October 23, 1985, recorded in Volume 86169 Page 5724-5748 of the Deed Records of Dallas County, Texas, (a true and correct copy of which is attached hereto as Exhibit B), the Ground Lease was assigned from Lawson Ridgeway, as assignor, to Great Southwest Homes, Inc., as assignee; and

WHEREAS, by that Assignment of Lease dated May 31, 1988, recorded as Instrument #198801897613 Volume 88189 Page 1182-1201 of the Deed Records of Dallas County, Texas, (a true and correct copy of which is attached hereto as Exhibit C), the Ground Lease was assigned from Great Southwest Homes, as assignor, to TARFIVE, Inc., as assignee; and

WHEREAS, by that Substitute Trustee’s Deed, recorded as Instrument #198801897613 Volume 88178 Page 1420-1425 of the Deed Records of Dallas County, Texas, (a true and correct copy of which is attached hereto as Exhibit D), the Ground Lease was assigned to the beneficiary, MCORP MANAGMENT SOLUTIONS, INC.; and

WHEREAS, by that Assignment of Lease dated September 8, 1988, recorded as Instrument #198900044704 Volume 89004 Page 577-580 of the Deed Records of Dallas County, Texas, (a true and correct copy of which is attached hereto as Exhibit E), the Ground Lease was assigned from MCORP MANAGMENT SOLUTIONS, INC., a Texas Corporation, as assignor, to REALTY ALLIANCE OF TEXAS, LTD., A Texas limited partnership, as assignee; and

WHEREAS, by that Assignment of Ground Lease dated March 15, 1990, recorded as Instrument #199000545456 Volume 90054 Page 1648-1687 of the Deed Records of Dallas County, Texas, (a true and correct copy of which is attached hereto as Exhibit F), the Ground Lease was assigned from REALTY ALLIANCE OF TEXAS, LTD., a Texas Corporation, as assignor, to ITALIX ACQUISITION CORPORATION, a Texas corporation, as assignee; and

WHEREAS, by that Assignment of Ground Lease dated March 31, 1999, recorded as Instrument #199900523035 Volume 99063 Page 1763-1767 of the Deed Records of Dallas County, Texas, (a true and correct copy of which is attached hereto as Exhibit G), the Ground Lease was assigned from ITALIX ACQUISITION CORPORATION, a Texas corporation, as assignor, to AIR 276 I, L.P., a Texas limited partnership, as assignee; and

WHEREAS, by that Assignment of Ground Lease dated July 7, 2000, recorded as Instrument #200001054648 Volume 2000132 Page 07549-07556 of the Deed Records of Dallas County, Texas, (a true and correct copy of which is attached hereto as Exhibit H), the Ground Lease was assigned from AIR 276 I, L.P., a Texas limited partnership, as assignor, to ADS AIR 2000, L.P. a Texas limited partnership, as assignee; and

WHEREAS, by virtue of such assignments, Assignor is the Tenant under the Ground Lease; and

WHEREAS, the Ground Lease provides that, upon the expiration or termination of that certain agreement referred to and defined in the Ground Lease as the “Base Lease” (and being an Agreement for Operation of the Addison Airport between the City and Addison Airport of Texas, Inc.), the City is entitled to all of the rights, benefits and remedies, and will perform the duties, covenants and obligations, of the Landlord under the Ground Lease; and

WHEREAS, the said Base Lease has expired and the City is the Landlord under the Ground Lease; and

WHEREAS, the Ground Lease provides in Section 9 thereof that, without the prior written consent of the Landlord, the Tenant may not assign the Ground Lease or any rights of Tenant under the Ground Lease (except as provided therein), and that any assignment must be expressly subject to all the terms and provisions of the Ground Lease, and that any assignment must include a written agreement from the assignee whereby the assignee agrees to be bound by the terms and provisions of the Ground Lease; and

WHEREAS, Assignor desires to assign the Ground Lease to Assignee, and Assignee desires to accept the Assignment thereof in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound agree as follows:

AGREEMENT

1. Assignor hereby assigns, bargains, sells, and conveys to Assignee, effective as of the date above, all of Assignor's right, title, duties, responsibilities, and interest in and to the Ground Lease, attached hereto as Exhibit A, TO HAVE AND TO HOLD the same, for the remaining term thereof, and Assignor does hereby bind itself and its successors and assigns to warrant and forever defend the same unto Assignee against every person or persons lawfully claiming a part thereof through Assignor.

2. Prior to the effective date of this Assignment, Assignee agrees to pay an Assignment Fee in the amount of Four Hundred Fifty Dollars and no/100 (\$450.00) to Landlord.

3. Assignee hereby agrees to and shall be bound by and comply with all of the terms, provisions, duties, conditions, and obligations of tenant under the Ground Lease. For purposes of notice under the Ground Lease, the address of Assignee is

Key Development, LLC
5907 Gladeside Court
Dallas, Texas 75248

with a copy sent to:

Ms. Terry Thornton, Esq.
Godwin Pappas Langley Ronquillo, LLP
1201 Elm Street, Suite 1700
Dallas, Texas 75270-2041

4. Nothing in this Agreement shall be construed or be deemed to modify, alter, amend or change any term or condition of the Ground Lease, except as set forth herein and in that certain First Amendment To Ground Lease dated _____, 2006 which is attached hereto as Exhibit I.

5. Upon execution, this Assignment shall be publicly recorded in the Deed Records of Dallas County, Texas as required by the Town of Addison.

6. The above and foregoing premises to this Assignment and all other statements made herein are true and correct, and Assignor and Assignee both warrant and represent that such premises and statements are true and correct, and that in giving its consent, Landlord (as defined in the Consent of Landlord attached hereto) is entitled to rely upon such representations and statements.

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

8. Assignor acknowledges that in addition to any other remedies provided in the Ground Lease or by law, Landlord may at its own option, collect directly from the Assignee all rents becoming due under such assignment and apply such rent against any sums due to Landlord. No such collection by Landlord from any such assignee or subtenant shall release Assignor from the payment or performance of Assignor's obligations under the Ground lease.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment on the day and the year first set forth above.

ASSIGNOR:

ADS AIR 2000, L.P.

By:

ASSIGNEE:

KEY DEVELOPMENT, LLC

By:

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he, she) executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this _____ day of _____, 20____.

[SEAL]

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he, she) executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this _____ day of _____, 20____.

[SEAL]

Notary Public, State of Texas

CONSENT OF LANDLORD

The Town of Addison, Texas ("Landlord") is the Landlord in the Ground Lease described in the above and foregoing Assignment. In executing this Consent of Landlord, Landlord is relying upon the warranty and representations made in the foregoing Assignment by both Assignor and Assignee, and in relying upon the same Landlord hereby consents to the foregoing Assignment from Assignor to Assignee. Notwithstanding the foregoing, Landlord does not release Assignor from its obligations under the Ground Lease. In addition, notwithstanding any provision of this Consent of Landlord or the above and foregoing Assignment to the contrary, this Consent shall not operate as a waiver of any prohibition against further assignment, transfer, conveyance, pledge, change of control, or subletting of the Ground Lease or the premises described therein without Landlord's prior written consent.

LANDLORD:

TOWN OF ADDISON, TEXAS

By: _____
Ron Whitehead, City Manager

EXHIBIT 3

On Lender Letterhead

RE: Ground Lease ("Lease") dated March 2, 1984 (the "Ground Lease"), by and among the Town of Addison, Texas, a home-rule municipality (the "City", the same being the Town of Addison, Texas) and Addison Airport of Texas, Inc., a Texas corporation, as Landlord (the City now being the sole Landlord under the Lease, the "Base Lease" (as defined in the Ground Lease) having expired, and the City alone being referred to herein as the "Landlord") and Lawson Ridgeway ("Lawson") and/or assigns, whereby Landlord leased to Lawson certain real property together with all rights, easements and interests appurtenant thereto (collectively, the "Real Property"), which real property is commonly known to be located at 4444 Westgrove Dr. at Addison Airport, Addison, Texas and more particularly described on Exhibit "A" attached hereto and incorporated herein, on the terms and conditions set forth in such Lease; said leasehold estate, by virtue of various assignments, having subsequently been assigned to ADS Air 2000 L.P. ("ADS AIR"); and acquisition and assumption by Key Development, LLC, a Texas limited partnership ("Tenant") of the leasehold estate and obligations of ADS AIR under the Lease (a copy of the Lease, including all amendments and modifications thereto, is attached hereto as Exhibit "B" and incorporated herein by this reference).

Gentlemen:

Tenant intends to purchase and assume the Lease. The Tenant intends to put no new financing against the Real Property or its leasehold interest therein, but Tenant will take an assignment of the Lease subject to existing indebtedness which has been previously approved by the Landlord, that existing indebtedness being evidenced by a Deed of Trust Note executed by Air 276 I, L.P. dated March 31, 1999 in the original principal amount of \$1,440,000.00 which is secured by Deed of Trust, Assignment of Leases, and Rents and Security Agreement and Fixture Filing (the "Deed of Trust") executed by Air 276 I, L.P. to Ted M. Benn, Trustee, dated March 31, 1999, recorded as Instrument #199900523037 Vol. 99063 Page 1774-1824, Deed of Trust Records, Dallas County, Texas, and additionally secured by Assignment of Leases and Rents of even date recorded as Instrument #199900523038 Vol. 99063 Page 1825-1834, Deed Records, Dallas County, Texas (collectively, the "Deed of Trust") in favor of the beneficial owner of the loan Norwest Lender Minnesota, National Association with GMAC Commercial Mortgage Corporation, as its' servicer (together and severally referred herein as the "Lender"). The Landlord has previously approved these documents in accordance with letters dated March 30, 1999 and July 7, 2000 executed by Landlord and others, copies of which are attached hereto.

The Lender has advised Tenant that Lender requires the written acknowledgment and consent of Landlord to the aforementioned assumption by Tenant of the above-described Deed of Trust and the Assignment of Leases and Rents and the statements set forth in this letter.

Therefore, by executing and returning a copy of this letter to the undersigned, Landlord hereby specifically states as follows:

1. Landlord acknowledges and agrees that this said letter shall supersede and replaces Lender's letter dated March 30, 1999.
2. Landlord takes notice of and consents to Tenant's assumption of the above described Deed of Trust and has accepted and consented to the secondary liens provided for therein to be impressed solely against the leasehold interest of Tenant in the Real Property.
3. The Lease has not been modified, altered or amended except; or if modified, altered or amended, copies of all such modifications, alterations and amendments are attached hereto as part of Exhibit "B".
4. The Lease shall not be amended or modified in any manner or respect without the prior written consent of Lender and any purported amendment or consent made without such consent shall be ineffective and void as to Lender.
5. Landlord has no actual knowledge of the existence of any lien against the Real Property other than that created by the Ground Lease and any lien for taxes as may be provided by law.
6. In the event of any default or event of default by Tenant under the Lease, or in the event Tenant shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Landlord shall give written notice thereof to Lender at the address indicated above (or such other address as Lender might indicate by notice hereafter to Landlord in writing) and Lender shall have the right (but not the obligation) to cure such default or failure within thirty (30) days following Lender's receipt of such written notice; provided, however, that in the case of any nonmonetary default which cannot with diligence be cured within said 30-day period, if within such 30-day period, Lender provides Landlord written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing for such failure with diligence and continuity, not to exceed 120 days following the occurrence of the nonmonetary default. Without limiting the foregoing, Landlord agrees that no default and no termination of the Lease in connection therewith shall be effective unless notice shall first have been given to Lender in accordance with this Agreement. Landlord further agrees that where any default under the Lease is not capable of or subject to cure, or in the event of the bankruptcy or insolvency of Tenant, Lender shall have the option (upon written notice to Landlord), to be exercised within 120 days following the occurrence of the applicable default, to enter into a new ground lease with Landlord on the same terms as the Lease (including, without limitation, the provisions of Paragraph 9 of the Lease) for the then remaining term of the Lease following the termination of the Lease by Landlord or the rejection of the Lease by a bankruptcy trustee under applicable laws. Nothing in this paragraph shall expand or enlarge any of Landlord's or Tenant's rights or remedies under the Lease, the provisions hereof being for the sole, express benefit of Lender.
7. Landlord will give to Lender, at the address of Lender specified in this letter or at such other address as Lender may hereafter designate in writing to Landlord, prompt written notice of any default by Tenant under the Lease simultaneously with the giving of such notice to Tenant, and Lender shall have the right, but not the obligation, for a period of

thirty (30)¹ days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make such payment as may be necessary or appropriate to cure any such default so specified. Landlord shall not exercise Landlord's right to terminate or rescind or avoid the Lease or Tenant's tenancy or possession thereunder, for such period of thirty (30) days after Lender's receipt of such written notice without first giving Lender the notice provided for herein and affording Lender the right to cure such default as provided for herein.

8. If Lender or a third party (provided such third party is approved by Landlord in accordance with the terms of the Lease for approval of an assignee) succeeds to the interest of Tenant in and to the Lease and the Real Property by means of foreclosure under the Deed of Trust, by means of a transfer in lieu of such foreclosure, or by any other means due to the failure or inability of Tenant to pay the Loan secured by the Deed of Trust, Landlord shall thereafter accept, recognize and treat Lender or such approved third party as the tenant under the Lease and Landlord shall continue to perform all of its obligations under the Lease. Lender may thereafter, with the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed, assign its leasehold right, title, and interest in and to the Ground Lease. For purposes hereof and any applicable law, and without limitation as to other grounds for Landlord withholding consent, it shall be deemed to be reasonable for Landlord to withhold its consent when any one or more of the following apply:
- (a) the proposed assignee is of a character or of a reputation or is engaged in a business which is not consistent with the master or strategic plan of Addison Airport as determined by Landlord;
 - (b) the proposed assignee has not demonstrated sufficient financial responsibility or creditworthiness to the satisfaction of Landlord in light of the duties, obligations, and responsibilities of the tenant under the Ground Lease at the time when the consent is requested;
 - (c) the proposed assignee's intended use of the demised premises as defined in the Ground Lease is inconsistent with the Ground Lease;
 - (d) the proposed assignment would cause Landlord to be in violation of another lease or agreement to which Landlord is a party or to which Landlord or the Addison Airport is subject (including, without limitation, any grant agreements or grant assurances of the Federal Aviation Administration or any other governmental entity or agency);
 - (e) if at any time consent is requested or at any time prior to the granting of consent, Tenant is in default under the Ground Lease or would be in default under the Ground Lease but for the pendency of a grace or cure period; or
 - (f) the proposed assignee does not intend to occupy the entire demised premises as

¹ Paragraph 9 of Ground Lease only requires Landlord to give Bank a minimum of 15 days written notice of Tenant's default. The March 30,1999 estoppel letter specifies the Landlord has agreed to thirty (30) days written notice.

described in the Ground Lease and conduct its business therefrom for a substantial portion of the then remaining term of the Ground Lease.

For purposes hereof and any applicable law, and without limitation as to other grounds for Landlord delaying consent, it shall be deemed to be reasonable for Landlord to delay its consent for a period of 45 days after the receipt by Landlord of all information requested by Landlord regarding or in connection with the proposed assignment and the proposed assignee.

9. To the actual knowledge of Landlord no rent has been paid more than thirty (30) days in advance of its due date.
10. For the purposes of this letter, any notices, requests, consents, demands and other communications relating to this letter shall be in writing and shall be deemed sufficiently given if (a) sent by certified or registered mail with postage prepaid, return receipt requested, properly addressed to the applicable party at the address set forth below; (b) delivered in person to the address set forth below for the party to whom the notice is given; (c) deposited into the custody of a nationally recognized overnight delivery service such as FedEx, Emery or Airborne addressed to such party at the address specified below; or (d) sent by facsimile, telegram or telex provided that receipt of such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Notices shall be effective on the date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or five (5) days after the date the notice is mailed. For purposes of this section, the addresses of the parties for all notices are as set forth below (unless changed by similar notice in writing given by the particular person whose address is to be changed). From time to time, any party may designate another address for all purposes by giving the other parties notice of such change of address.

All notices to Lender shall be given to it at:

GMAC Commercial Mortgage Corporation
118 Welsh Road
P.O. Box 1015
Horsham, Pennsylvania 19044-2207

All notice to Tenant shall be given to:

Key Development, LLC.

With Copy to:

All notices to the City shall be given at:

The Town of Addison, Texas
C/O City Manager
P.O. Box 9010
Addison, Texas 75001-9010

With Copy to:

Addison Airport Management
C/o Real Estate Manager
16051 Addison Road, #220
Addison, TX 75001

Executed as of the date first set forth above.

LENDER:

GMAC Commercial Mortgage Corporation

By: _____

Name: _____

Its: _____

LANDLORD

TOWN OF ADDISON, TEXAS

By: _____

By: _____

Name: _____

Its: _____

EXHIBIT 4

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

FIRST AMENDMENT TO GROUND LEASE

This FIRST AMENDMENT TO GROUND LEASE (hereinafter referred to as the "First Amendment to Ground Lease" or "Amendment") is entered into and effective as of _____, 2006 (the "**Effective Date**") between the Town of Addison, Texas a Texas home-rule municipality (hereinafter sometimes referred to as "Addison" or the "Landlord"), and **Key Development, LLC, a Texas limited partnership** ("Tenant").

WHEREAS, a Ground Lease together with the Addendum To Ground Lease was executed on March 2, 1984 between the City of Addison, Texas (the same being the Town of Addison, Texas and sometimes referred to herein as the "City") and Addison Airport of Texas, Inc. ("AATI"), as Landlord, and Lawson Ridgeway, as Tenant, recorded in Volume 86022, Page 0124-0133¹ of the Deed Records of Dallas County, Texas; and the Easement Agreement entered into on or about April 16, 1984 by and between Lawson Ridgeway, as Grantor and the City and AATI recorded as Instrument #198601697396 in Volume 861969 Page 5742-5748 in the Deed of Records of Dallas County, Texas comprising the Ground Lease, as amended or modified and hereinafter referred to as the "Ground Lease," (a true and correct copy is attached hereto as Exhibit A), by the terms of which certain real property now commonly referred to as 4444 Westgrove Dr. at Addison Airport within the Town of Addison, Texas and owned by the City; and

WHEREAS, by that Assignment of Lease dated October 23, 1985, recorded in Volume 86169 Page 5724-5748 of the Deed Records of Dallas County, Texas, (a true and correct copy of which is attached hereto as Exhibit B), the Ground Lease was assigned from LAWSON RIDGEWAY, as assignor, to GREAT SOUTHWEST HOMES, INC., as assignee; and

WHEREAS, by that Assignment of Lease dated May 31, 1988, recorded as Instrument #198801897613 Volume 88189 Page 1182-1201 of the Deed Records of Dallas County, Texas, (a true and correct copy of which is attached hereto as Exhibit C), the Ground Lease was assigned from GREAT SOUTHWEST HOMES, INC., as assignor, to TARFIVE, Inc., as assignee; and

Schedule of Exhibits

Exhibit A:	Copy of Ground Lease dated
Exhibit B:	Assignment of Lease Dated 10/23/1985 to Great Southwest Homes, Inc.
Exhibit C:	Assignment of Lease Dated May 31, 1988 to Tarfive, Inc.
Exhibit D:	Substitute Trustee's Deed to MCORP Management Solutions, Inc.
Exhibit E:	Assignment of Lease Dated September 8, 1988 to Realty Alliance of Texas, Ltd.
Exhibit F:	Assignment of Ground Lease Dated March 15, 1990 to Italix Acquisition Corporation
Exhibit G:	Assignment of Ground Lease Dated March 31, 1999 to AIR 276 I, L.P.
Exhibit H:	Assignment of Ground Lease Dated July 7, 2000 to ADS AIR 2000, L.P.
Exhibit I:	Assignment of Ground Lease Dated _____ to Key Development, LLC
Exhibit J:	Building Maintenance Reserve
Exhibit K:	Survey Dated 06/05/2006 Doug Connally & Assoc., Inc.

¹ Appears to be first public recording of the Ground Lease which includes the Assignment of Lease dated March 2, 1984 to Great Southwest Homes, Inc. which does not reflect the Landlord's consent.

WHEREAS, by that Substitute Trustee's Deed, dated September 7, 1988 recorded as Instrument #198801897613 Volume 88178 Page 1420-1425 of the Deed Records of Dallas County, Texas, (a true and correct copy of which is attached hereto as Exhibit D), the Ground Lease was assigned to the beneficiary, MCORP MANAGMEMENT SOLUTIONS, INC.; and

WHEREAS, by that Assignment of Lease dated September 8, 1988, recorded as Instrument #198900044704 Volume 89004 Page 577-580 of the Deed Records of Dallas County, Texas, (a true and correct copy of which is attached hereto as Exhibit E), the Ground Lease was assigned from MCORP MANAGMEMENT SOLUTIONS, INC., a Texas Corporation, as assignor, to REALTY ALLIANCE OF TEXAS, LTD., a Texas limited partnership, as assignee; and

WHEREAS, by that Assignment of Ground Lease dated March 15, 1990, recorded as Instrument #199000545456 Volume 90054 Page 1648-1687 of the Deed Records of Dallas County, Texas, (a true and correct copy of which is attached hereto as Exhibit F), the Ground Lease was assigned from REALTY ALLIANCE OF TEXAS, LTD., a Texas Corporation, as assignor, to ITALIX ACQUISITION CORPORATION, a Texas corporation, as assignee; and

WHEREAS, by that Assignment of Ground Lease dated March 31, 1999, recorded as Instrument #199900523035 Volume 99063 Page 1763-1767 of the Deed Records of Dallas County, Texas, (a true and correct copy of which is attached hereto as Exhibit G), the Ground Lease was assigned from ITALIX ACQUISITION CORPORATION, a Texas corporation, as assignor, to AIR 276 I, L.P., a Texas limited partnership, as assignee; and

WHEREAS, by that Assignment of Ground Lease dated July 7, 2000, recorded as Instrument #200001054648 Volume 2000132 Page 07549-07556 of the Deed Records of Dallas County, Texas, (a true and correct copy of which is attached hereto as Exhibit H), the Ground Lease was assigned from AIR 276 I, L.P., a Texas limited partnership, as assignor, to ADS AIR 2000, L.P. a Texas limited partnership, as assignee; and

WHEREAS, by that Assignment of Ground Lease dated _____, 2006, as consented to by Landlord (a true and correct copy of which is attached hereto as Exhibit I), the Ground Lease was assigned from ADS AIR 2000, L.P., a Texas limited partnership, as assignor, to Key Development, LLC., a Texas corporation, as assignee; and

WHEREAS, by virtue of such assignments, Key Development, LLC, a Texas corporation, is the Tenant under the Ground Lease, as amended and modified, as of the effective date given above for this Agreement; and

WHEREAS, Tenant has proposed to construct certain additional improvements on the Demised Premises as described herein, and in connection therewith and as consideration therefore Landlord and Tenant desire to amend the Ground Lease in the manner set forth below, contingent upon the final completion of such additional improvements and the approval thereof by Landlord.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the sum of Ten and No/100 Dollars (\$10.00), the terms and conditions of this Amendment, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

AGREEMENT

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof.

Section 2. Amendments and Modifications to Ground Lease. Notwithstanding anything in the Lease (as amended) to the contrary, Tenant and its successors and assigns and Landlord agree as follows with respect to the Lease:

A. **Term Adjustment.** The Term of the Lease, currently scheduled to end on March 31, 2024, shall hereby be extended an additional **240 months** so it shall now end on March 31, 2044 (“the First Lease Extension Period”) but still subject to the termination provisions of the Ground Lease. The First Lease Extension Period shall become effective, provided Tenant first complies with each of the following terms and conditions:

- (i) Within eighteen (18) months of the Effective Date (the “Improvement Period”), Tenant shall have completed the remodeling and renovation of approximately 10,000 square feet of existing building area and, the construction upon the Demised Premises of at least 5,000 square feet of additional hangar area (the “Improvements”);
- (ii) Tenant shall, prior to the construction of the Improvements or any other facilities or improvements on the Demised Premises, present to Landlord for Landlord’s review and consideration of approval, the plans and specifications for the construction of the Improvements or any other improvements or facilities (the “Plans and Specifications”). For purposes of this subparagraph (ii), Plans and Specifications shall be approved by Landlord or by the Town of Addison City Manager’s designee, and all such approvals shall not be unreasonably withheld or delayed in any manner. All construction of the Improvements and any other facilities or improvements shall be substantially in accordance with the approved Plans and Specifications, and such construction shall be in a first class, workmanlike manner. Tenant shall promptly pay and discharge (or provide adequate bond or escrow funds with regard to any disputed amounts) all costs, expenses, claims for damages, liens and any and all other liabilities and obligations that arise in connection with any such construction;
- (iii) For the purpose herein, the Improvements shall be deemed completed upon the issuance by the Town of Addison, Texas of a Certificate of Occupancy for such Improvements, and the certification by Tenant's architect that the Improvements have been completed in substantial conformance with the Plans and Specifications;
- (iv) Tenant agrees that it will contribute no less than \$250,000.00 to the cost of the construction of the Improvements. If Landlord requests, Tenant shall provide Landlord with reasonable evidence of the costs and expenses contributed by Tenant to the construction and completion of the Improvements up the completion of the Improvements;

- (v) Tenant shall not, at the time of the issuance of the letter described in subparagraph (ix) below, then be in default of any provisions of the Ground Lease beyond any applicable cure period;
- (vi) Upon the final completion of the Improvements as defined in this Section 2 and, if requested, the presentation of evidence satisfactory to Landlord of the cost of the completed Improvements, the terms and conditions prerequisite to the First Lease Extension Period as stated above shall be deemed to have been fulfilled, and the Lease Extension Period shall thereafter be in effect;
- (vii) If for any reason beyond the control of Tenant, the Plans and Specifications are not approved by the Landlord (or by any other regulating authority required of Tenant under Paragraph 8 of the Ground Lease and as amended herein) and cannot be constructed by Tenant in accordance with the Plans and Specifications, or completed in accordance herewith, Tenant shall at Tenant's sole discretion elect to either:
 - (a) propose an alternate to the Plans and Specifications for the Improvements acceptable to Landlord (and the other regulatory authorities) of comparable value and like-kind benefit to the Demised Premises. If Tenant elects to construct said Improvements under this option, the Improvement Period is hereby extended but not to exceed beyond twenty-four (24) months from the Effective Date of this Agreement unless otherwise mutually agreed to in writing by both parties, or
 - (b) elect to pay Landlord the cash sum of TWO HUNDRED AND THIRTY-FIVE THOUSAND dollars and no cents (\$235,000.00 US) on or before the expiration of the Improvement Period set forth in Section 2A(i).

Tenant's election of any one of the above options in this sub-paragraph must be delivered to Landlord in writing on or before the expiration of the Improvement Period set forth in Section 2A(i);

- (viii) Tenant's failure to complete the Improvements within the Improvement Period or, fail to exercise and fulfill either of the two options provided for in sub-paragraph (vii) of this Section 2 shall cause, without further action or notice by Landlord, the Term of the Lease to be extended by **180 months** so that the Term of the Ground Lease shall end on March 31, 2039 but still subject to the termination provisions of the Ground Lease as amended or modified; and
- (ix) Landlord or Tenant agree to execute and deliver a confirmation of the Lease Extension Period if requested by the other party, which may be filed in the deed records accordingly.

B. Amendment to Paragraph 4. Paragraph 4 is hereby amended so that it shall hereafter read as follows:

4. **Rental:** Subject to adjustments as hereinbelow provided, Tenant agrees to pay to Landlord, without offset or deduction, rent for the Demised Premises at the rate of FOUR THOUSAND ONE-HUNDRED EIGHTY FOUR and 88/100 Dollars (\$4,184.88) per month in advance (the “Amended Rental”). The first of such monthly installments shall be due and payable on or before the first day of the calendar month following the Effective date of this Amendment and a like installment shall be due and payable on or before the first day of each calendar month thereafter during the term hereof, subject to adjustment as provided for in Section 5 of the Ground Lease.

C. Amendment to Paragraph 5. Paragraph 5 is hereby amended so that it shall hereafter read as follows:

5. Adjustment of Rental: Commencing on April 1, 2008 and on every bi-annual anniversary thereafter (hereinafter referred to as the “Adjustment Date”), the monthly rental due under paragraph 4 shall be adjusted as follows:

(i). Monthly rent shall be adjusted to reflect changes in the Consumers’ Price Index - All Items for Dallas, Texas Metropolitan Area (hereinafter referred to as the “Consumer Price Index”), as quoted in the publication *Consumer Price Index for All Urban Consumers (CPI-U)* for the Dallas-Fort Worth Consolidated Metropolitan Statistical Area which is issued by the U.S. Department of Labor, Bureau of Labor Statistics. The basic index (“Basic Index”) is the Consumer Price Index existing on the Rent Commencement Date. The current index (“Current Index”) is the Consumer Price Index in effect on the first day of the calendar month preceding the then applicable Adjustment Date.

(ii). Beginning with the first full month following the then applicable Adjustment Date, the monthly rent shall be adjusted so that it equals the product of the Base Amount multiplied by a fraction, the numerator of which is the Current Index and the denominator of which is the Basic Index (the “Adjusted Rental”), but in no event shall such monthly rent ever be decreased below the Base Rental set forth in Section 3.A.

(iii) In the event that the Price Index is unavailable for whatever reason for the computations set forth hereinabove, another index approximating the Price Index as closely as feasible (as determined by Landlord) shall be substituted therefor.

D. Amendment to Paragraph 6. Paragraph 6 is hereby amended so that it shall hereafter read as follows:

6. Use of Demised Premises: The Demised Premises shall be used and occupied by Tenant (or Tenant’s sub-tenants provided for in Paragraph 9A and the Addendum To Ground Lease dated March 2, 1984 attached to and made a part of the Ground Lease) only for the following purposes: sale of aircraft and aircraft parts; aircraft maintenance and repair, aircraft storage; aircraft training; aircraft charter; aircraft rentals; general office uses and not otherwise without the prior written consent of Landlord.

E. Amendment to Paragraph 7. Paragraph 7 is hereby amended so that it shall hereafter read as follows:

7. Acceptance of Demised Premises: Tenant acknowledges that Tenant has fully inspected the Demised Premises and accepts the Demised Premises as suitable for the purpose for which the same are leased in their present condition “**AS IS, WHERE IS**” and with all faults and defects, whether known or unknown to either Landlord or Tenant and without representation or warranty of any kind from Landlord as to the status or condition thereof, and further the Ground Lease is subject to any and all currently existing title exceptions or other matters of record or visible or apparent from an inspection affecting the Demised Premises. Without limiting the foregoing, **THERE IS NO WARRANTY, EXPRESS OR IMPLIED, OF SUITABILITY, MERCHANTABILITY, and HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE GIVEN IN CONNECTION WITH THIS LEASE.**

F. Amendment to Paragraph 8. Paragraph 8 is hereby amended so that it shall hereafter read as follows:

8. Securing Governmental Approvals and Compliance with Law:

A. Tenant, at Tenant’s sole cost and expense, shall obtain any and all governmental licenses, permits and approvals necessary for the construction of improvements and for the use and occupancy of the Demised Premises. This Lease is subject to, and Tenant shall comply at all times with, all laws, ordinances, rules, regulations, directives, permits, or standards of any governmental authority, entity, or agency (including, without limitation, the Town of Addison, Texas, the Federal Aviation Administration, the Texas Department of Transportation, the United States Environmental Protection Agency, and the Texas Commission on Environmental Quality) applicable or related to, whether directly or indirectly, the use and occupation of the Demised Premises and whether in existence or hereafter enacted, adopted or imposed, and Tenant shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with the Demised Premises, all at Tenant’s sole cost and expense, and shall comply with and be subject to (and this Lease is made and entered into subject to) any and all grant agreements or grant assurances now existing or as hereafter agreed to, adopted or imposed.

Tenant agrees that any construction or modification of improvements on the Demised Premises will comply with all standards and rules published by the Landlord or by any person or entity authorized by Landlord to manage and/or operate the Airport (“Airport Manager”), including, but not limited to, the Airport’s published “Construction/Maintenance Standards and Specifications,” will comply with the Town of Addison building codes and zoning requirements or any other laws, ordinances, permits, rules, regulations, or policies of the Town of Addison, Texas, and will meet or exceed all applicable state and federal standards, permits, laws, rules, or regulations. Tenant recognizes that the referenced

Construction/Maintenance Standards and Specifications, Town of Addison building codes and zoning requirements and other laws, ordinances, permits, rules, regulations or policies, and all applicable State and Federal standards, laws, rules, or regulations may be modified or amended from time to time and that compliance will be measured by such standards in effect at the time of a particular construction or modification of improvements. Tenant will properly and timely submit to the Federal Aviation Administration (“FAA”), the Texas Department of Transportation (TxDOT), and any other governmental entity or agency having jurisdiction regarding or related to Addison Airport, a Notice of Proposed Construction, when and as required. Tenant further agrees that the Landlord shall be authorized at all times during any project of construction to enter upon the Demised Premises, and all parts thereof, in order to observe the performance of such construction, and Tenant agrees to provide the Landlord a construction schedule setting out the time of commencement, final completion and completion of significant elements of the construction, which schedule shall be delivered to Landlord prior to the start of any construction project on the Demised Premises. Failure of Tenant to observe and comply with the requirements of this Section 8 shall be an Event of Default.

B. Tenant shall comply with noise abatement standards at the Airport at all times and shall notify any aircraft operator using any portion of the Demised Premises of such standards.

G. Amendments to Paragraph 9. Paragraph 9, subparagraphs A., B., and E. of the Ground Lease are hereby amended so that they shall hereafter read as follows:

A. Without the prior written consent of Landlord, Tenant shall have no power to and may not assign, sell, pledge, encumber, transfer, or otherwise convey (together, "assign" or "assignment") this Lease or any rights or obligations of Tenant hereunder (except to a leasehold mortgagee as hereinbelow provided and in accordance with all of the terms and conditions of this Lease) or sublet the whole or any part of the Demised Premises, and any such assignment or any subletting shall be null and void and may be deemed by Landlord (in Landlord's sole discretion) a default under Paragraph 22.B of this Lease. An assignment will be deemed to occur if the person or persons who own or have voting control of 51% or more of Tenant on the date of the First Amendment to Ground Lease cease to own or have voting control of 51% or more of Tenant at any time during the Term; Tenant shall provide to Landlord from time to time, as requested by Landlord and in a form acceptable to Landlord, a written certification as to the ownership of voting securities or voting control of Tenant. For purposes hereof, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities or partnership interests, by contract, or otherwise. Any assignment or any subletting shall be expressly subject to all the terms and provisions of this Lease, including the provisions

of Paragraph 6 pertaining to the use of the Demised Premises. In the event of any assignment or any subletting, Tenant shall not assign Tenant's rights hereunder or sublet the Demised Premises without first obtaining a written agreement from each such assignee or sublessee whereby each such assignee or sublessee agrees to be bound by the terms and provisions of this Lease (and Tenant shall provide a copy of such written agreement to Landlord). No such assignment or subletting shall constitute a novation. In the event of the occurrence of an event of default while the Demised Premises are assigned or sublet, Landlord, in addition to any other remedies provided herein or by law, may at Landlord's option, collect directly from such assignee or subtenant all rents becoming due under such assignment or subletting and apply such rent against any sums due to Landlord hereunder. No direct collection by Landlord from any such assignee, transferee, pledgee, or person or entity to whom this Lease is otherwise conveyed or to such subtenant shall release Tenant from the payment or performance of Tenant's obligations hereunder. Tenant shall provide to Landlord the names and addresses of any subtenants and the make, model, aircraft type and "N" number of any aircraft stored or located on or in the Demised Premises.

B. Tenant shall have the right to mortgage the leasehold estate of Tenant created hereby in order to secure a mortgage loan for the purpose of (i) obtaining funds for the construction of the improvements described in Paragraph 6, or (ii) for other construction upon the Demised Premises approved from time to time by Landlord in writing, or (iii) for other purposes which may be approved from time to time by Landlord in writing. In the event that Tenant, pursuant to mortgages or deeds of trust, mortgages the leasehold estate of Tenant created hereby, the leasehold mortgagee shall in no event become personally liable to perform the obligations of Tenant under this Lease unless and until said mortgagee becomes the owner of the leasehold estate pursuant to foreclosure, transfer in lieu of foreclosure, or otherwise, and thereafter said leasehold mortgagee shall remain liable for such obligations only so long as such mortgagee remains the owner of the leasehold estate. Notwithstanding the foregoing, it is specifically understood and agreed that no such mortgaging by Tenant and/or any actions taken pursuant to the terms of such mortgage shall ever relieve Tenant of Tenant's obligation to pay the rental due hereunder and otherwise fully perform the terms and conditions of this Lease.

E. Landlord further agrees to execute and deliver to any proposed leasehold mortgagee of Tenant a "Non-Disturbance Agreement" wherein Landlord agrees that Landlord will (i) recognize such mortgagee and its successors and assigns after foreclosure, or transfer in lieu of foreclosure, as Tenant hereunder, and (ii) continue to perform all of Landlord's obligations hereunder so long as such mortgagee or its successors and assigns performs all of the obligations of Tenant hereunder; provided, however, that notwithstanding the foregoing or any other provision of this Lease, such mortgagee shall not and does not have the right and shall not and does not

have the power to assign, sell, transfer, pledge, encumber, license, or otherwise convey this Lease, or any right, interest, obligation, or liability hereunder, or sublet the whole or any part of the Demised Premises without the prior written approval of the Landlord, and any such assignment, sale, transfer, pledge, encumbrance, license, or other conveyance and any such subletting without the prior written consent of Landlord shall be null and void and may be deemed a default under Paragraph 22.B. of this Lease, it being the intent of this provision that such mortgagee shall have no greater right than Tenant to assign, sell, transfer, pledge, encumber, license, or otherwise convey this Lease (or any right, interest, obligation, or liability hereunder), or to sublet the Demised Premises (or any portion thereof), or to use the Demised Premises. Landlord also agrees to reasonably consider the execution and delivery to such proposed leasehold mortgagee any other documents which such proposed leasehold mortgagee may reasonably request concerning the mortgaging by Tenant of the leasehold estate created hereby; provided, however, that Landlord shall never be required to subordinate Landlord's interest in the Demised Premises to the mortgagee of such proposed leasehold mortgage.

H. Amendment to Paragraph 10. Paragraph 10 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

10. Property Taxes and Assessments: Tenant shall pay, before they become delinquent, any and all property taxes or assessments, and any other governmental charges, fees or expenses, levied or assessed on any improvements on the Demised Premises, the personal property and fixtures on the Demised Premises, and, if applicable, upon the leasehold estate of Tenant created hereby. Upon the request of Landlord, Tenant shall from time to time furnish to Landlord "paid receipts" or other written evidence that all such taxes has been paid by Tenant. In the event Tenant shall fail to pay any such taxes, assessments, or charges prior to delinquency, Landlord shall have the right to pay (but not the obligation) to cause all taxes, assessments, or charges to be paid and the reasonable costs thereof expended by Landlord plus interest thereon as provided in paragraph 37 shall be paid by Tenant on demand. Tenant may protest, appeal or institute other formal proceedings to effect a reduction or abatement of real estate taxes and assessments with respect to real estate taxes and assessments levied against the Improvements and/or the Lease for any tax fiscal year that ends after the Commencement Date of this Lease. Such protest, appeal or other proceedings may be conducted in the name of Landlord or Tenant, as Tenant may consider appropriate. To this end and at Tenant's expense, Tenant shall give Landlord written notice of any such protest or appeal and Landlord shall cooperate with Tenant and furnish to Tenant appropriate documents and information. If the protest, appeal or other proceedings are successful and any real estate taxes and assessments are refunded, Tenant is entitled to any such refund for which Tenant actually incurred the expense.

I. Amendment to Paragraph 11. Paragraph 11 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

11. Maintenance and Repair of Demised Premises:

A. Tenant shall, throughout the term hereof, maintain in good repair and in a first class condition (in accordance with, all applicable ordinances, rules, regulations, standards, and permits of the Town of Addison, Texas) all the Demised Premises and all the fixtures, equipment and personal property on the Demised Premises and keep them free from waste or nuisance. Tenant shall be fully responsible, at its expense, for all repair, maintenance and management services other than those, which are expressly assumed by Landlord.

B. Tenant, for itself and its successors and assigns, shall maintain a building maintenance reserve fund ("Reserve Fund") solely for the purpose of paying for unexpected and scheduled repairs and expenses, or for capital improvements to the Demised Premises, as they same may be needed or required from time to time pursuant to Exhibit J attached hereto and incorporated herein. Tenant's failure to routinely fund or properly account for the Reserve Fund as required herein, shall constitute a non-monetary default where in the event such failure continues without being cured within thirty (30) days after written notice thereof is given to Tenant in accordance with Paragraph 22 of this Ground Lease.—Upon the reasonable written request of Landlord, Tenant shall provide Landlord reasonable evidence of Tenant's access to such available funds for these purposes.

C. In the event Tenant shall fail to so maintain the Demised Premises and the fixtures, equipment and personal property situated thereon, Landlord shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and the reasonable costs therefor expended by Landlord plus interest thereon as provided in Paragraph 37 shall be paid by Tenant on demand.

D. At the expiration or termination of this Lease, Tenant shall deliver up the Demised Premises clean and free of trash and in good repair and condition, with all fixtures and equipment situated in the Demised Premises in working order, reasonable wear and tear excepted.

J. Amendment to Paragraph 13. Paragraph 13 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

13. Insurance: Tenant shall during the term hereof maintain at Tenant's sole cost and expense insurance relating to the Demised Premises as follows:

(i) Insurance against loss or damage to improvements by fire, lightning, and all other risks from time to time included under standard extended

coverage policies, and sprinkler, vandalism and malicious mischief, all in amounts sufficient to prevent Landlord or Tenant from becoming co-insurers of any loss under the applicable policies but in any event in amounts not less than one hundred percent (100%) of the full insurable value of the Demised Premises and any and all improvements thereon. The term “full insurable value” as used herein means actual replacement value at the time of such loss.

(ii) Commercial General Liability insurance against claims for bodily injury, death or property damage or destruction occurring on, in or about the Demised Premises, with limits of liability of not less than \$1,000,000.00 for each occurrence for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury) which policy shall contain the following provisions: independent Contractors Coverage; Blanket contractual liability coverage for liability assumed under the Lease; medical expense coverage with a limit of \$5,000 for any one person.

(iii) Statutory limits of workers compensation insurance and employer’s liability, if required by law, with limits of liability of not less than \$1,000,000.00.

(iv) If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, erupting, collapsing, imploding or exploding, in the minimum amount of \$500,000.00 for damage to or destruction of property resulting from such perils.

(v) Such other insurance on improvements in such amounts and against such other insurable hazard, which at the time are commonly obtained in the case of property similar to such improvements.

(vi) Hangarkeeper’s Legal Liability insurance, at limits of \$1,000,000 per occurrence is required if Tenant is engaged in maintenance, repair, servicing of aircraft belonging to a third-party, or if Tenant is otherwise involved in any operation in which Tenant has care, custody, or control of an aircraft that belongs to a third-party.

(vii) During any period of construction, a Builder’s Risk Completed Value policy with an all risks endorsement.

(viii) Aircraft liability insurance against third party bodily injury or death and property damage or destruction at minimum limits required by regulatory agencies having jurisdiction at the Airport and which are acceptable to Landlord, but in any event not less than \$1,000,000 each occurrence (applies to the ownership, operation or use of aircraft by Tenant or any subtenant) for coverage of Bodily Injury and Property Damage and

\$1,000,000 for Personal and Advertising Injury, including contractual liability coverage for liability assumed under the Lease.

All such policies of insurance shall (i) be issued by insurance companies acceptable to Landlord and authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance, (ii) name the Town of Addison, Texas, and Manager and their respective officials, officers, employees and agents as additional insureds or loss payees, as the case may be, (iii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, (iv) contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas, and (v) provide for at least thirty (30) days written notice to the Town of Addison, Texas prior to cancellation, non-renewal or material modification which affects this Lease. Certificates of insurance (together with the declaration page of such policies, along with the endorsement naming the Town of Addison, Texas and the Manager as an additional insured), satisfactory to Landlord, evidencing all coverage above, shall be promptly delivered to Landlord and updated as may be appropriate, with complete copies of such policies furnished to the Landlord upon request. Landlord reserves the right to review the insurance requirements contained herein and to reasonably adjust coverages and limits when deemed necessary and prudent by Landlord.

K. Amendment to Paragraph 18. Paragraph 18 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

18. Airport Minimum Standards and Rules and Regulations:

A. Landlord has adopted Minimum Standards for all operators at the Airport (hereinafter referred to as the “Minimum Standards”), which shall govern Tenant in the use of the Demised Premises and all common facilities, a copy of which has been furnished to Tenant. The Minimum Standards are incorporated by reference as if written verbatim herein, and Tenant agrees to comply fully at all times with the Minimum Standards. Landlord shall have the right to amend, modify and alter the Minimum Standards from time to time for the purpose of assuring the safety, welfare and convenience of Landlord, Tenant and all other tenants and customers of the Airport.

B. Landlord has adopted Rules and Regulations (hereinafter referred to as the “Rules and Regulations”), which shall govern Tenant in the use of the Demised Premises and all common facilities, a copy of which has been furnished to Tenant. The Rules and Regulations are incorporated by reference as if written verbatim herein, and Tenant agrees to comply fully at all times with the Rules and Regulations. Landlord shall have the right to amend, modify and alter the Rules and Regulations from time to time for the purpose of assuring the safety, welfare and convenience of Landlord, Tenant and all other tenants and customers of the Airport.

L. Amendment to Paragraph 19. Paragraph 19 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

19. Signs and Equipment. After first securing Landlord's approval, which approval shall not be unreasonably withheld, Tenant shall have the right from time to time to install signs depicting Tenant's name, and to operate radio, communications, meteorological, aerial navigation and other equipment and facilities in or on the Demised Premises that may be reasonably necessary for the operation of Tenant's business, provided such signs and equipment are installed and maintained in compliance with all applicable governmental laws, rules, and regulations, including without limitation the Town of Addison's sign ordinance, and do not interfere with the operation of any navigation facilities or Airport communications (including, without limitation, navigation facilities or Airport communications used or operated by the Federal Aviation Administration).

M. Amendment to Paragraph 21. Paragraph 21 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

21. Indemnity and Exculpation.

A. LANDLORD AND MANAGER, AND LANDLORD'S AND MANAGER'S OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS (BOTH IN THEIR OFFICIAL AND PRIVATE CAPACITIES) SHALL NOT BE LIABLE TO TENANT OR TO TENANT'S EMPLOYEES, AGENTS, SERVANTS, CUSTOMERS, INVITEES, SUBTENANTS, LICENSEES, CONCESSIONAIRES, CONTRACTORS, SUBCONTRACTORS, OR TO ANY OTHER PERSON WHOMSOEVER, FOR ANY DEATH OR INJURY TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR ANY OTHER HARM ON OR ABOUT THE DEMISED PREMISES OR ANY ADJACENT AREA OWNED BY LANDLORD CAUSED BY OR RESULTING FROM ANY ACT OR OMISSION OF TENANT, TENANT'S EMPLOYEES, AGENTS, SERVANTS, CUSTOMERS, INVITEES, SUBTENANTS, LICENSEES, CONCESSIONAIRES, CONTRACTORS, SUBCONTRACTORS, OR ANY OTHER PERSON ENTERING THE DEMISED PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT, OR ARISING OUT OF THE USE OR OCCUPATION OF THE DEMISED PREMISES BY TENANT, ITS EMPLOYEES, AGENTS, SERVANTS, CUSTOMERS, INVITEES, SUBTENANTS, LICENSEES, CONCESSIONAIRES, CONTRACTORS, OR SUBCONTRACTORS AND/OR THE CONDUCT OF TENANT'S BUSINESS THEREON, OR ARISING OUT OF ANY BREACH OR DEFAULT BY TENANT IN THE PERFORMANCE OF TENANT'S OBLIGATIONS HEREUNDER; AND TENANT HEREBY AGREES TO AND SHALL DEFEND AND INDEMNIFY LANDLORD AND MANAGER, AND LANDLORD'S AND MANAGER'S RESPECTIVE

OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AGAINST, AND HOLD LANDLORD AND MANAGER, AND LANDLORD'S AND MANAGER'S RESPECTIVE OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL LIABILITY, DAMAGES, COSTS, PENALTIES, LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, DESTRUCTION, INJURY, DEATH OR HARM.

B. TENANT AGREES TO AND SHALL DEFEND (WITH COUNSEL ACCEPTABLE TO LANDLORD) AND INDEMNIFY LANDLORD AND MANAGER, AND LANDLORD'S AND MANAGER'S RESPECTIVE OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS (BOTH IN THEIR OFFICIAL AND PRIVATE CAPACITIES) (TOGETHER, FOR PURPOSES OF THIS SUBPARAGRAPH, "INDEMNIFIED PERSONS") AGAINST, AND HOLD THE INDEMNIFIED PERSONS HARMLESS FROM, ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LOSSES, HARM, DAMAGES, PENALTIES, LIABILITY, EXPENSES, LAWSUITS, JUDGMENTS, COSTS, AND FEES (INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS) ("DAMAGES"), ASSERTED BY ANY PERSON OR ENTITY ON ACCOUNT OF OR FOR ANY INJURY TO OR THE DEATH OF ANY PERSON, OR ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, OR ANY OTHER HARM FOR WHICH DAMAGES OR ANY OTHER FORM OF RECOVERY IS SOUGHT (WHETHER AT LAW OR IN EQUITY), RESULTING FROM, BASED UPON, OR ARISING OUT OF, IN WHOLE OR IN PART, ANY CONDITION OF THE DEMISED PREMISES OR ANY ACT OR OMISSION OF TENANT, ITS OFFICERS, EMPLOYEES, AGENTS, ENGINEERS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, OR ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY OR ACTING UNDER TENANT, UNDER, IN CONNECTION WITH, OR IN THE PERFORMANCE OF, THIS LEASE, INCLUDING ALL DAMAGES CAUSED BY THE INDEMNIFIED PERSON'S OWN NEGLIGENCE, OR CONDUCT THAT MAY OR DOES EXPOSE AN INDEMNITEE TO STRICT LIABILITY UNDER ANY LEGAL THEORY.

C. LANDLORD AND MANAGER, AND LANDLORD'S AND MANAGER'S OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (BOTH IN THEIR OFFICIAL AND PRIVATE CAPACITIES) SHALL BE DEFENDED, INDEMNIFIED AND HELD HARMLESS BY AND NOT BE LIABLE TO TENANT FOR ANY DEATH OR INJURY TO ANY PERSON OR PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY OF ANY KIND RESULTING FROM THE DEMISED PREMISES BECOMING OUT OF REPAIR OR BY DEFECT IN OR FAILURE OF EQUIPMENT,

PIPES, OR WIRING, OR BROKEN GLASS, OR BY THE BACKING UP OF DRAINS, OR BY GAS, WATER, STEAM, ELECTRICITY OR OIL LEAKING, ESCAPING OR FLOWING INTO THE DEMISED PREMISES, REGARDLESS OF THE SOURCE, OR BY DAMPNESS OR BY FIRE, EXPLOSION, FALLING PLASTER OR CEILING OR FOR ANY OTHER REASON WHATSOEVER. LANDLORD AND MANAGER, AND LANDLORD'S AND MANAGER'S OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE TO TENANT FOR ANY LOSS OR DAMAGE THAT MAY BE OCCASIONED BY OR THROUGH THE ACTS OR OMISSIONS OF OTHER TENANTS OF LANDLORD OR CAUSED BY OPERATIONS IN CONSTRUCTION OF ANY PRIVATE, PUBLIC OR QUASI-PUBLIC WORK.

D. THE PROVISIONS OF THIS SECTION 21 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

N. Addition of Paragraph 21.1. A new Paragraph 21.1 is hereby inserted and made a part of the Ground Lease to read as follows:

Section 21.1. Environmental Compliance :

A. Tenant shall not install, store, use, treat, transport, discharge or dispose (or permit or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by Tenant, its agents, employees, invitees, contractors, subcontractors, independent contractors, or subtenants) on the Demised Premises or any portion of the common facilities (described in Paragraph 17), any: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act (42 U.S.C. §6901, et seq., as amended or superseded), the Comprehensive and Environmental Response Compensation and Liability Act (42 U.S.C. §9601, et seq, as amended or superseded), the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority law, rule, regulation, standard, permit, directive or policy, or which, even if not so regulated may or could pose a hazard to the health and safety of the occupants of the Demised Premises and/or any portions of the common facilities, and which is either: (i) in amounts in excess of that permitted or deemed safe under applicable law; or (ii) in any manner prohibited or deemed unsafe under applicable law. (The substances referred to in (a), (b), (c) or (d) are collectively referred to hereinafter as "Hazardous Materials").

B. TENANT SHALL, AT TENANT'S OWN EXPENSE, COMPLY WITH ANY PRESENTLY EXISTING OR HEREAFTER ENACTED LAWS, RULES, REGULATIONS, STANDARDS, DIRECTIVES, PERMITS, OR NOTICES RELATING TO HAZARDOUS MATERIALS (COLLECTIVELY, "CLEANUP LAWS"). IN FURTHERANCE AND NOT IN LIMITATION OF THE FOREGOING, TENANT SHALL, AT TENANT'S OWN EXPENSE, MAKE ALL SUBMISSIONS TO, PROVIDE ALL INFORMATION TO, AND COMPLY WITH ALL REQUIREMENTS OF THE APPROPRIATE GOVERNMENTAL AUTHORITY (THE "AUTHORITY") UNDER THE CLEANUP LAWS. SHOULD ANY AUTHORITY REQUIRE THAT A CLEANUP PLAN BE PREPARED AND THAT A CLEANUP BE UNDERTAKEN BECAUSE OF THE EXISTENCE OF HAZARDOUS MATERIALS WHICH WERE INSTALLED, STORED, USED, TREATED, TRANSPORTED, DISPOSED OF OR DISCHARGED ON THE DEMISED PREMISES AND/OR ANY PORTION OF THE COMMON FACILITIES (AS DESCRIBED IN PARAGRAPH 17) BY TENANT, TENANT'S OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, INVITEES, LICENSEES, CUSTOMERS, CONCESSIONAIRES, CONTRACTORS, SUBCONTRACTORS, ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF TENANT, SUBTENANTS, OR ANY OTHER PERSON ENTERING THE DEMISED PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT DURING THE TERM OF THIS LEASE, TENANT SHALL, AT TENANT'S OWN COST AND EXPENSE, PREPARE AND SUBMIT THE REQUIRED PLANS AND FINANCIAL ASSURANCES AND CARRY OUT THE APPROVED PLANS IN ACCORDANCE WITH SUCH CLEANUP LAWS AND TO LANDLORD'S SATISFACTION. AT NO EXPENSE TO LANDLORD, TENANT SHALL PROMPTLY PROVIDE ALL INFORMATION REQUESTED BY LANDLORD FOR PREPARATION OF AFFIDAVITS OR OTHER DOCUMENTS REQUIRED BY LANDLORD TO DETERMINE THE APPLICABILITY OF THE CLEANUP LAWS TO THE DEMISED PREMISES AND/OR ANY PORTION OF THE COMMON FACILITIES, AS THE CASE MAY BE, AND SHALL SIGN THE AFFIDAVITS PROMPTLY WHEN REQUESTED TO DO SO BY LANDLORD. TENANT SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS LANDLORD AND MANAGER, AND LANDLORD'S AND MANAGER'S OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (BOTH IN THEIR OFFICIAL AND PRIVATE CAPACITIES) FROM AND AGAINST, AND REIMBURSE LANDLORD FOR, ANY AND ALL OBLIGATIONS, DAMAGES, INJUNCTIONS, FINES, PENALTIES, DEMANDS, CLAIMS, COSTS, EXPENSES, ACTIONS, LIABILITIES, SUITS, PROCEEDINGS AND LOSSES OF WHATEVER NATURE

(INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS), AND ALL CLEANUP OR REMOVAL COSTS AND ALL ACTIONS OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE INSTALLATION, STORAGE, USE, TREATMENT, TRANSPORTING, DISPOSAL OR DISCHARGE OF HAZARDOUS MATERIALS IN OR ON THE DEMISED PREMISES AND/OR ANY PORTION OF THE COMMON FACILITIES BY TENANT, TENANT'S OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, INVITEES, LICENSEES, CUSTOMERS, CONCESSIONAIRES, CONTRACTORS, SUBCONTRACTORS, ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF TENANT, SUBTENANTS, OR ANY OTHER PERSON ENTERING THE DEMISED PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT DURING THE LEASE TERM; AND FROM ALL FINES, SUITS, PROCEDURES, CLAIMS AND ACTIONS OF ANY KIND ARISING OUT OF TENANT'S (OR TENANT'S OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, INVITEES, LICENSEES, CUSTOMERS, CONCESSIONAIRES, CONTRACTORS, SUBCONTRACTORS, ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF TENANT, SUBTENANTS, OR ANY OTHER PERSON ENTERING THE DEMISED PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT) FAILURE TO PROVIDE ALL INFORMATION, MAKE ALL SUBMISSIONS AND TAKE ALL STEPS REQUIRED BY THE AUTHORITY UNDER THE CLEANUP LAWS OR ANY OTHER LAW (ENVIRONMENTAL OR OTHERWISE). TENANT'S OBLIGATIONS AND LIABILITIES UNDER THIS SUBPARAGRAPH SHALL CONTINUE (AND SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE) SO LONG AS THERE MAY BE HAZARDOUS MATERIALS AT THE DEMISED PREMISES AND/OR ANY PORTION OF THE COMMON FACILITIES, THAT WERE INSTALLED, STORED, USED, TREATED, TRANSPORTED, DISPOSED OF OR DISCHARGED DURING THE LEASE TERM BY TENANT, OR TENANT'S OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, INVITEES, LICENSEES, CUSTOMERS, CONCESSIONAIRES, CONTRACTORS, SUBCONTRACTORS, ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF TENANT, SUBTENANTS, OR ANY OTHER PERSON ENTERING THE DEMISED PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT. IN ADDITION TO AND NOT IN LIMITATION OF LANDLORD'S OTHER RIGHTS AND REMEDIES, TENANT'S FAILURE TO ABIDE BY THE TERMS OF THIS SECTION SHALL BE RESTRAINABLE BY INJUNCTION.

C. Tenant shall promptly supply Landlord with copies of any notices, correspondence and submissions made by Tenant to or received by Tenant from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.

D. Tenant's obligations and liability pursuant to the terms of this Paragraph 21.1 shall survive the expiration or earlier termination of this Lease."

O. Amendment to Paragraph 22. Paragraph 22 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

22. Default by Tenant: The following events shall be deemed to be events of default by Tenant under this Lease:

A. Failure of Tenant to pay any installment of rent or to pay or cause to be paid taxes (to the extent Tenant is obligated to pay or cause same to be paid), utilities, or insurance premiums, or any other payment or sum which Tenant is to make under this Lease, on the date that same is due and such failure shall continue for a period of ten (10) days after the date on which such payment is to be made.

B. Failure of Tenant to comply with any term, condition or covenant of this Lease, other than the payment of rent or the payment of taxes, utilities or insurance premiums, or other payment Tenants is to make under this Lease, as set forth in subparagraph A. of this Paragraph 22, and such failure shall not be cured within thirty (30) days after written notice thereof to Tenant (and if such failure cannot reasonably be cured with the said thirty (30) period, Tenant may, with Landlord's prior written consent (which consent shall not be unreasonably withheld), have such additional reasonable time (as agreed upon by Landlord and Tenant) to cure such default, provided that Tenant pursues such cure with all due diligence).

C. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Tenant or any guarantor of Tenant's obligations.

D. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof by Tenant or any guarantor of Tenant's obligations, or adjudication as a bankrupt or insolvent in proceedings filed against Tenant or such guarantor.

E. Appointment of a receiver or trustee for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations.

F. Abandonment by Tenant for a period of six (6) consecutive months of any substantial portion of the Demised Premises or cessation of use of the Demised Premises for the purpose leased.

P. Amendment to Paragraph 26. Paragraph 26 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

26. Title to Improvements: Any and all improvements on the Demised Premises, including, without limitation, any buildings, constructed on the Demised Premises by or for Tenant, shall be owned by Tenant during the term of this Agreement. Upon the expiration or the earlier termination of this Agreement for any reason whatsoever, or upon the termination of Tenant's right to occupy the Demised Premises, all permanent and fixed improvements (including without limitation, the Building Improvements), and all parts thereof, constructed, placed, or located upon the Demised Premises shall be and become the sole property of Landlord, free and clear of any claim of Tenant and all persons or entities claim in under or through Tenant (including, without limitation, any holder of a leasehold mortgage); provided, however; (i) if Tenant is not then in default hereunder, Tenant shall have the right to remove all personal property and trade fixtures owned by Tenant from the Demised Premises, but Tenant shall be required to repair any damage to the Demised Premises caused by such removal in a good and workmanlike manner and at Tenant's sole cost and expense; and (ii) Landlord may elect to require Tenant to remove all improvements from the Demised Premises and restore the Demised Premises to the condition in which the same existed on the date hereof, in which event Tenant shall promptly perform such removal and restoration in a good and workmanlike manner and at Tenant's sole cost and expense. Upon such termination or expiration, Tenant shall deliver the Demised Premises to Landlord in good condition, reasonable wear and tear excepted, and shall, at Landlord's request, execute a recordable instrument evidencing the termination or expiration of this Lease and stating the termination or expiration date.

Q. Amendment to Paragraph 27. Paragraph 27 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

27. Mechanics' and Materialmen's Liens; Landlord's Lien:

A. TENANT AGREES TO INDEMNIFY AND HOLD LANDLORD HARMLESS OF AND FROM ALL LIABILITY ARISING OUT OF THE FILING OF ANY MECHANICS' OR MATERIALMEN'S LIENS AGAINST THE DEMISED PREMISES BY REASON OF ANY ACT OR OMISSION OF TENANT OR ANYONE CLAIMING UNDER TENANT, AND LANDLORD, AT LANDLORD'S OPTION, MAY SATISFY SUCH LIENS AND COLLECT THE AMOUNT EXPENDED FROM TENANT

TOGETHER WITH INTEREST THEREON AS PROVIDED IN PARAGRAPH 37 AS ADDITIONAL RENT; PROVIDED, HOWEVER, THAT LANDLORD SHALL NOT SO SATISFY SUCH LIENS UNTIL FIFTEEN (15) DAYS AFTER WRITTEN NOTIFICATION TO TENANT OF LANDLORD'S INTENTION TO DO SO AND TENANT'S FAILURE DURING SUCH FIFTEEN (15) DAY PERIOD TO BOND SUCH LIENS OR ESCROW FUNDS WITH APPROPRIATE PARTIES TO PROTECT LANDLORD'S INTEREST IN THE DEMISED PREMISES.

B. TENANT HEREBY GRANTS TO LANDLORD A CONTINUING SECURITY INTEREST TO SECURE PAYMENT OF ALL RENT AND OTHER SUMS OF MONEY COMING DUE HEREUNDER FROM TENANT, AND TO SECURE PAYMENT OF ANY DAMAGES OR LOSS WHICH LANDLORD MAY SUFFER BY REASON OF THE BREACH BY TENANT OF ANY COVENANT, AGREEMENT, OR CONDITION CONTAINED HEREIN, UPON ALL GOODS, WARES, EQUIPMENT, FIXTURES, FURNITURE, IMPROVEMENTS AND OTHER PERSONAL PROPERTY OF TENANT PRESENTLY OR WHICH MAY HEREAFTER BE SITUATED ON THE LEASED PREMISES, AND ALL PROCEEDS THEREFROM ("COLLATERAL"). TENANT WILL NOT REMOVE, OR ALLOW OTHERS TO REMOVE, ANY OF SUCH COLLATERAL FROM THE LEASED PREMISES WITHOUT LANDLORD'S PRIOR WRITTEN CONSENT; BUT TENANT MAY REMOVE COLLATERAL IN THE ORDINARY COURSE OF BUSINESS BEFORE A DEFAULT. IF A DEFAULT OCCURS, LANDLORD WILL BE ENTITLED TO EXERCISE ANY OR ALL RIGHTS AND REMEDIES UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE PROVIDED IN THIS LEASE OR BY LAW. IN ADDITION TO ANY OTHER REMEDIES PROVIDED IN THIS LEASE OR BY LAW OR EQUITY, IN THE EVENT OF DEFAULT, LANDLORD MAY ENTER THE LEASED PREMISES AND TAKE POSSESSION OF ANY AND ALL GOODS, WARES, EQUIPMENT, FIXTURES, FURNITURE, IMPROVEMENTS AND OTHER PERSONAL PROPERTY OF TENANT SITUATED UPON THE LEASED PREMISES WITHOUT LIABILITY FOR TRESPASS OR CONVERSION. LANDLORD MAY SELL THE SAME AT A PUBLIC OR PRIVATE SALE, WITH OR WITHOUT HAVING SUCH PROPERTY AT THE SALE, AFTER GIVING TENANT REASONABLE NOTICE AS TO THE TIME AND PLACE OF THE SALE. AT SUCH SALE, LANDLORD OR ITS ASSIGNS MAY PURCHASE THE PROPERTY UNLESS SUCH PURCHASE IS OTHERWISE PROHIBITED BY LAW. UNLESS OTHERWISE PROVIDED BY LAW, THE REQUIREMENT OF REASONABLE NOTICE SHALL BE MET IF SUCH NOTICE IS GIVEN TO TENANT AT THE ADDRESS

HEREAFTER PRESCRIBED AT LEAST FIFTEEN (15) DAYS PRIOR TO THE TIME OF THE SALE. THE PROCEEDS OF ANY SUCH DISPOSITION, LESS ALL EXPENSES CONNECTED WITH THE TAKING OF POSSESSION AND SALE OF THE PROPERTY, INCLUDING A REASONABLE ATTORNEY'S FEE, SHALL BE APPLIED AS A CREDIT AGAINST THE INDEBTEDNESS SECURED BY THE SECURITY INTEREST GRANTED IN THIS PARAGRAPH. ANY SURPLUS SHALL BE PAID TO TENANT AND TENANT SHALL PAY ANY DEFICIENCIES UPON DEMAND. UPON REQUEST BY LANDLORD, TENANT WILL EXECUTE AND DELIVER TO LANDLORD A FINANCING STATEMENT IN A FORM SUFFICIENT TO PERFECT THE SECURITY INTEREST OF THE LANDLORD IN THE AFOREMENTIONED PROPERTY AND THE PROCEEDS THEREOF UNDER THE PROVISION OF THE UNIFORM COMMERCIAL CODE IN FORCE IN THE STATE OF TEXAS, AND TENANT IRREVOCABLY APPOINTS LANDLORD AS TENANT'S ATTORNEY-IN-FACT TO SIGN AND DELIVER A FINANCING STATEMENT TO LANDLORD IF TENANT FAILS OR REFUSES TO DO SO. THIS POWER-OF-ATTORNEY IS COUPLED WITH AN INTEREST. ANY STATUTORY LIEN FOR RENT IS NOT WAIVED; THE SECURITY INTEREST HEREIN GRANTED IS IN ADDITION AND SUPPLEMENTARY THERETO."

C. Notwithstanding anything to the contrary, in exercising Landlord's rights under this Paragraph 27, Landlord shall not be entitled to take possession of or withhold Tenant's right to possess Tenant's business records, books, written or printed material, and computers, or to violate the quality control concerning aircraft parts and aircraft records which are located in a clearly marked secured area.

R. Amendment to Paragraph 28. Paragraph 28 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

28. Title: Tenant accepts the Demised Premises subject to: (i) the Base Lease; (ii) Minimum Standards; (iii) the Rules and Regulations; (iv) easements and rights-of-way and (v) zoning ordinances and other ordinances, laws, statutes or regulations now in effect or hereafter promulgated by any governmental authority having jurisdiction over the Demised Premises (including, without limitation, the Town of Addison, the Federal Aviation Administration, and the Texas Department of Transportation), and (vi) any and all grant agreements or assurances regarding the Airport whether now in effect or hereafter agreed to or imposed.

S. Amendment to Paragraph 29. Paragraph 29 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

29. Quiet Enjoyment and Subordination: Landlord covenants, represents and warrants that Landlord has full right and power to execute and perform this Lease and to grant the estate demised herein, and that Tenant, upon payment of the rents herein reserved, and performance of the terms, conditions, covenants and agreements herein contained, shall (subject to all of the terms and conditions of this Lease) peaceably and quietly have, hold and enjoy the Demised Premises during the full term of this Lease; provided, however, that Tenant accepts this Lease subject and subordinate to any recorded mortgage, deed of trust or other lien presently existing upon, or to any other matter affecting, the Demised Premises. Landlord further is hereby irrevocably vested with full power and authority by Tenant to subordinate Tenant's interest hereunder to any mortgage, deed of trust or other lien now existing or hereafter placed on the Demised Premises or to declare this Lease prior and superior to any mortgage, deed of trust or other lien now existing or hereafter placed on the Demised Premises; provided, however, any such subordination shall be upon the express conditions that (i) this Lease shall be recognized by the mortgagee and that all of the rights of Tenant shall remain in full force and effect during the full term of this Lease on condition that Tenant attorn to the mortgagee, its successors and assigns, and perform all of the covenants and conditions required by the terms of this Lease, and (ii) in the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive and this Lease shall in all respects continue in full force and effect so long as Tenant shall fully perform all Tenant's obligations hereunder and attorn to the purchaser. Tenant also agrees upon demand to execute further instruments declaring this Lease prior and superior to any mortgage, deed of trust or other lien and specifically providing that this Lease shall survive the foreclosure of such mortgage, deed of trust or other lien.

T. Addition of Paragraph 37.1. A new Paragraph 37.1 is hereby inserted and made a part of the Ground Lease to read as follows:

37.1. Special Events: Landlord may sponsor certain special events, including, but not limited to, air shows, to be conducted on portions of the Airport, which may limit or obstruct access to the Demised Premises and/or to the Airport ("Special Events"). As a material inducement to Landlord to enter into this Lease, and notwithstanding anything to the contrary contained herein, Tenant, on behalf of Tenant and on behalf of all directors, officers, shareholders, partners, principals, employees, agents, contractors, subtenants, licensees invitees, or concessionaires of Tenant and on behalf of any other party claiming any right to use the Demised Premises by, through or under Tenant, hereby: (i) agrees that Landlord has the right to sponsor any or all Special Events and to allow use of portions of the Airport therefor even if the same limit or obstruct access to the Demised Premises and/or to the Airport (and such use for Special Events may preclude Tenant's use of all Airport facilities, except that Tenant will continue to have vehicular (excluding any aircraft) access to the Demised Premises from roadways outside of the Airport); (ii) releases, waives and discharges Landlord and Manager, and their respective officials, officers, employees and agents, from all liability for any loss, damage, cost, expense or claim arising or resulting from or pertaining to the limitation or

obstruction of access to the Demised Premises and/or to the Airport from the conduct of Special Events and/or activities relating or pertaining thereto, including, without limitation, death, injury to person or property or loss of business or revenue (the “Released Claims”); (iii) covenants not to sue the Landlord or Manager or their respective officials, officers, employees and agents (whether in their official or private capacities) for any Released Claims; (iv) agrees that the terms contained in this Section are intended and shall be construed to be as broad and inclusive as possible under the laws of the State of Texas; and (v) agrees that if any portion of this Section is held to be invalid or unenforceable, the remainder of this Paragraph shall not be affected thereby but shall continue in full force and effect.

U. Amendment to Paragraph 48. Paragraph 48 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

48. Governing Law and Venue; Survivability of Rights and Remedies: This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas and with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the interpretation, validity and enforcement of this Agreement, and Landlord and Tenant both irrevocably agree that venue for any dispute concerning this Lease or any of the transactions contemplated herein shall be in any court of competent jurisdiction in Dallas County, Texas. Any rights and remedies either party may have with respect to the other arising out of the performance of or failure to perform this Lease during the term hereof shall survive the cancellation, expiration or termination of this Lease.

V. Amendment to Paragraph 49. Paragraph 49 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

49. Entire Agreement and Amendments. This Lease, consisting of the above and foregoing through this Paragraph 49 and Exhibits A through F attached hereto, embodies the entire agreement between Landlord and Tenant and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Except as otherwise specifically provided herein, no agreement hereafter made shall be effective to change, modify, discharge or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by or in behalf of the party against whom enforcement of the change, modification, discharge or abandonment is sought.

Section 3. No Other Amendments. Except to the extent modified or amended herein, all other terms and obligations of the Ground Lease shall remain unchanged and in full force and effect.

Section 4. Applicable Law; Venue. This Amendment shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Amendment are performable in Dallas County, Texas. Venue for any action under this Amendment shall be in Dallas County, Texas.

Section 5. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Amendment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

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IN WITNESS WHEREOF, the undersigned parties execute this Agreement this _____ day of _____, 2004

LANDLORD:

TOWN OF ADDISON, TEXAS

By: _____
Ron Whitehead, City Manager

ATTEST:

By: _____
Carmen Moran, City Secretary

TENANT:

KEY DEVELOPMENT, LLC

By: _____

Typed Name: _____

Title: _____

EXHIBITS TO BE ATTACHED

SEE EXHIBIT 5

FOR EXHIBITS “A” THRU “I”

EXHIBIT J

Building Maintenance Reserve

- 1) **Purpose of Reserve Fund:** Tenant, for itself and its successors and assigns, shall maintain a building maintenance reserve fund (“Reserve Fund”) solely for the purpose of paying for unexpected and scheduled repairs and expenses, or for capital improvements to the Demised Premises, as the same may be needed or required from time to time pursuant to Paragraph 11 of the Ground Lease, as amended and modified from time to time.
- 2) **Beginning Reserve Fund Balance:** Landlord and Tenant mutually agree that Tenant will commence funding the Reserve Fund within thirty (30) days from the Effective Date of this Agreement so that the Reserve Fund will have the beginning balance of EIGHTY THOUSAND DOLLARS (\$80,000.00).
- 3) **Calculation of Required Reserve Fund:** Commencing on April 1, 2008 (with said date being the same as the adjustment of rental provided for in Paragraph 5 of the Ground Lease, as amended and modified) and on every bi-annual anniversary thereafter and in conjunction with its normal budgetary process, Tenant shall prepare for Landlord’s benefit a capital repair and replacement plan (the “Maintenance Plan”) documenting (i) qualified repairs and replacements funded from the Reserve Fund previously consented to by Landlord and having been completed, (ii) a schedule of capital improvements, repairs or replacements expected to be completed over the next two (2) years, and (iii) reconciliation and adjustment to the Maintenance Plan funding requirements for the subsequent two year plan covered by the Maintenance Plan. Such review procedures shall calculate the estimated remaining useful life of the major building components including but not limited to roofing, heating, ventilation and air conditioning (HVAC), landscaping, elevator systems, electrical and lighting systems, hangar door systems, painting (exterior/interior), carpet and floor covering, plumbing and, the estimated cost of replacement or repair for each. Based upon this calculation, Tenant shall then adjust and/or maintain a reasonable balance in the Reserve Fund in an amount sufficient to enable Tenant to make said repairs or replacements by or before the expiration of the respective component’s useful life.
- 4) **Maintenance of the Reserve Fund:** The Reserve Fund account and all funds in it shall be the property of the Tenant at all times. The Reserve Funds shall be kept in one or more cash, or cash equivalent, interest bearing accounts in a federally insured banking institution. Although Tenant may maintain other funds in these same accounts, Tenant must be able to reconcile and clearly account to Landlord the Reserve Fund balances at all times. In the event Tenant is in default or the Ground Lease is otherwise terminated before the expiration of the Term, as modified, the Reserve Fund shall become due and payable to Landlord as a monetary obligation of Tenant to Landlord under Paragraph 37 of the Ground Lease, as amended or modified.
- 5) **Authorized Expenditures from the Reserve Fund:** Landlord must give its prior written consent to any expenditure reducing the Tenant’s Reserve Fund balance except in the event of a bona fide emergency where said expenditures are necessary for the protection of the Demised Premises. In the event of such emergencies, Tenant will give Landlord prompt written notice thereof as required under Paragraph 14 of the Ground Lease. Landlord’s acceptance or consent of planned expenditures from the Reserve Fund may be by way of

accepting Tenant's Maintenance Plan, provided Landlord does not give written objection to Tenant's plan within thirty (30) days of its receipt by Landlord. Landlord is not required to give credit (unless otherwise elected at its sole discretion) to any expenditure from the fund reducing the Reserve Fund balance without Landlord's prior written consent, except for where provided for herein.

- 6) **Tenant's Failure to Fund or Properly Give Account For The Reserve Funds:** Tenant's failure to routinely fund or account for the Reserve Fund as required herein, shall constitute as a non-monetary default where in the event such failure continues and not cured within thirty (30) days after written notice thereof is given to Tenant as provided for in Paragraph 22 of the Ground Lease.

This Ground Lease (hereinafter referred to as the "Lease" is made and entered into as of March 2, 1984, by and among the City of Addison, Texas, a municipal corporation (hereinafter sometimes referred to as the "City"), Addison Airport of Texas, Inc., a Texas Corporation (hereinafter sometimes referred to as "AATI") and LAWSON RIDGEWAY and/or assigns to corporation (hereinafter referred to as "Tenant") majority owned partnership or

WITNESSETH:

WHEREAS, AATI leases that certain real property (hereinafter referred to as the "demised premises") described in attached Exhibit A from the City pursuant to that certain instrument captioned Agreement for Operation of the Addison Airport (hereinafter referred to as the "Base Lease") between the City and Addison Airport, Inc. (predecessor at AATI); and

WHEREAS, the demised premises are situated at Addison Airport (hereinafter referred to as the "Airport") in Dallas County, Texas, the Airport being delineated in a plat attached hereto as Exhibit B; and

WHEREAS, the City and AATI hereby lease and demise the demised premises to Tenant, and Tenant hereby leases and takes the demised premises from the City and AATI, upon the terms and conditions set forth herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. **Base Lease:** All of the terms and conditions of the Base Lease are incorporated into this Lease by reference as if written verbatim herein, and Tenant by Tenant's execution hereof acknowledges that AATI has furnished Tenant with a copy of the Base Lease. Tenant agrees to fully comply at all times and in all respects with the terms and conditions of the Base Lease insofar as the same relate to the demised premises and/or the use and operation thereof, except that Tenant shall not be responsible for the payment of any rental due under the Base Lease which shall be paid by AATI.

2. **Definition of Landlord and Effect of Default under the Base Lease:** The term "Landlord" as hereinafter used in this Lease shall mean either AATI or the City. So long as the Base Lease is in effect, AATI shall be entitled to all of the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. Upon the expiration or termination of the Base Lease, the City shall be entitled to all of the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. The City agrees that (i) until such time as the City notifies Tenant to the contrary in writing, Tenant is fully authorized to make all payments due under this Lease to AATI, and (ii) that default by AATI under the Base Lease shall have no effect on this Lease so long as Tenant pays and performs its duties, covenants and obligations under this Lease.

3. **Term:** The term hereof shall commence on the earlier of April 1, 1984, or the first day of the first calendar month after Tenant completes the construction hereinbelow described and opens for business at the demised premises (the applicable date being hereinafter referred to as the "Commencement Date"), and shall end four hundred eighty (480) months thereafter; provided, however, that any entry upon the demised premises by Tenant prior to the Commencement Date shall be subject to all of the terms and conditions hereof except that rental shall not accrue.

4. **Rental:** Subject to adjustment as hereinbelow provided, Tenant agrees to pay to Landlord, without offset or deduction, rent for the demised premises at the rate of SIXTEEN HUNDRED SIXTY-THREE AND 58/100 per month in advance. The first of such monthly installment shall be due and payable on or before the Commencement Date, and a like installment shall be due and payable on or before the first day of each calendar month thereafter during the term hereof.

5. **Adjustment of Rental:** Commencing on the second anniversary of the Commencement Date and on every bi-annual anniversary thereafter (hereinafter referred to as the "Adjustment Date"), the monthly rental due under paragraph 4 shall be adjusted as follows:

(i) A comparison shall be made between the Consumers' price Index-All Items for the Dallas, Texas Metropolitan Area (hereinafter referred to as the "Price Index") as it existed on the Commencement Date and as it exists on the first day of the calendar month preceding the then applicable Adjustment Date.

(ii) The monthly rental for the two (2) year period beginning with and following the then applicable Adjustment Date shall be either increased or decreased, as the case may be, by the percentage of increase or decrease in the Price Index between the Commencement Date and the then applicable Adjustment Date, but in no event shall such monthly rental ever be decreased below the monthly rental set forth in paragraph 4.

(iii) In the event that the Price Index is unavailable for whatever reason for the computations set forth hereinabove, another index approximating the Price Index as closely as feasible shall be substituted therefor.

6. **Use of Demised Premises and Construction of Improvements.** The demised premises shall be used and occupied by Tenant only for the following purposes: sale of aircraft and aircraft parts; aircraft maintenance and repair; aircraft storage; aircraft training; aircraft charter; and aircraft rentals; and not otherwise without the prior written consent of Landlord.

In connection with such use and occupancy, Tenant intends to construct upon the demised premises the improvements depicted in the plans and specifications.

- 1 - Metal hangar approximately 140' wide by 80' long with attached office building. Office building will have on-grade underbuilding parking and two floors of office totaling 31,000 square feet. Also, associated aircraft ramp and vehicle parking.

All construction shall be strictly in accordance with such plans and specifications, and such construction shall be performed in a first class, workmanlike manner. Tenant agrees to promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection with such construction.

7. **Acceptance of Demised Premises.** Tenant acknowledges that Tenant has fully inspected the demised premises and accepts the demised premises as suitable for the purpose for which the same are leased in their present condition.

8. **Securing Governmental Approvals and Compliance with Law.** Tenant at Tenant's sole cost and expense shall obtain any and all governmental licenses, permits and approvals necessary for the construction of improvements and for the use and occupancy of the demised premises. Tenant shall comply at all times with all governmental laws, ordinances and regulations applicable to the use of the demised premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with the demised premises, all at Tenant's sole cost and expense.

9. **Assignment, Subletting and Mortgaging of Leasehold Estate:**

A. Without the prior written consent of Landlord, Tenant may not assign this Lease or any rights of Tenant hereunder (except to a leasehold mortgagee as hereinbelow provided) or sublet the whole or any part of the demised premises. Any assignment or subletting shall be expressly subject to all the terms and provisions of this Lease, including the provisions of paragraph 6 pertaining to the use of the demised premises. In the event of any assignment or subletting, Tenant shall not assign Tenant's rights hereunder or sublet the demised premises without first obtaining a written agreement from each such assignee or sublessee whereby each such assignee or sublessee agrees to be bound by the terms and provisions of this Lease. No such assignment or subletting shall constitute a novation. In the event of the occurrence of an event of default while the demised premises are assigned or sublet, Landlord, in addition to any other remedies provided herein or by law, may at Landlord's option, collect directly from such assignee or subtenant all rents becoming due under such assignment or subletting and apply such rent against any sums due to Landlord hereunder. No direct collection by Landlord from any such assignee or subtenant shall release Tenant from the payment or performance of Tenant's obligations hereunder.

B. Tenant shall have the right to mortgage the leasehold estate of Tenant created hereby in order to secure a mortgage loan for the purpose of obtaining funds for the construction of the improvements described in paragraph 6 or for other construction upon the demised premises approved from time to time by Landlord in writing. In the event that Tenant pursuant to mortgages or deeds of trust mortgages the leasehold estate of Tenant created hereby, the leasehold mortgagee shall in no event become personally liable to perform the obligations of Tenant under this Lease unless and until said mortgagee becomes the owner of the leasehold estate pursuant to foreclosure, transfer in lieu of foreclosure, or otherwise, and thereafter said leasehold mortgagee shall remain liable for such obligations only so long as such mortgagee remains the owner of the leasehold estate. Notwithstanding the foregoing, it is specifically understood and agreed that no such mortgaging by Tenant and/or any actions taken pursuant to the terms of such mortgage shall ever relieve Tenant of Tenant's obligation to pay the rental due hereunder and otherwise fully perform the terms and conditions of this Lease.

C. All mortgages or deeds of trust whereby Tenant mortgages the leasehold estate of Tenant created hereby shall contain provisions (i) requiring the leasehold mortgagee to give Landlord fifteen (15) days written notice prior to accelerating the debt of Tenant to such mortgagee and/or initiating foreclosure proceedings under said mortgages or deeds of trust, and (ii) allowing Landlord during such fifteen (15) day notice period to cure Tenant's default and prevent said acceleration and/or foreclosure proceedings, and thereafter at Landlord's option to assume Tenant's position under said mortgages or deeds of trust.

D. Landlord agrees, if and so long as the leasehold estate of Tenant is encumbered by a leasehold mortgage and written notice to such effect has been given to Landlord, to give the holder of such leasehold mortgagee at such address or addresses as may be specified in such written notice to Landlord for the giving of notices to the leasehold mortgagee, or as otherwise may be specified by the leasehold mortgagee to Landlord in writing, written notice of any default hereunder by Tenant, simultaneously with the giving of such notice to Tenant, and the holder of any such leasehold mortgage shall have the right, for a period of fifteen (15) days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make payment as may be necessary or appropriate to cure any such default so specified, it being the intention of the parties hereto that Landlord shall not exercise Landlord's right to terminate this Lease without first giving any such leasehold mortgagee the notice provided for herein and affording any such leasehold mortgagee the right to cure such default as provided for herein.

E. Landlord further agrees to execute and deliver to any proposed leasehold mortgagee of Tenant a "Non-Disturbance Agreement" wherein Landlord agrees that Landlord will (i) recognize such mortgagee and its successors and assigns after foreclosure, or transfer in lieu of foreclosure, as Tenant hereunder, and (ii) continue to perform all of Landlord's obligations hereunder so long as such mortgagee or its successors and assigns performs all of the obligations of Tenant hereunder. Landlord also agrees to execute and deliver to such proposed leasehold mortgagee any other documents which such proposed leasehold mortgagee may reasonably request concerning the mortgaging by Tenant of the leasehold estate created hereby; provided, however, that Landlord shall never be required to subordinate Landlord's interest in the demised premises to the mortgage of such proposed leasehold mortgagee.

10. **Property Taxes and Assessments:** Tenant shall pay any and all property taxes or assessments levied or assessed on the improvements on the demised premises, the personal property and fixtures on the demised premises, and, if applicable, upon the leasehold estate of Tenant created hereby. Upon the request of Landlord, Tenant shall from time to time furnish to Landlord's "paid receipts" or other written evidence that all such taxes have been paid by Tenant.

11. Maintenance and Repair of Demised Premises:

A. Tenant shall, throughout the term hereof, maintain in good repair and condition all the demised premises and all fixtures, equipment and personal property on the demised premises and keep them free from waste or nuisance and, at the expiration or termination of this Lease, deliver up the demised premises clean and free of trash and in good repair and condition, with all fixtures and equipment situated in the demised premises in working order, reasonable wear and tear excepted.

B. In the event Tenant shall fail to so maintain the demised premises and the fixtures, equipment and personal property situated thereon, Landlord shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and the reasonable costs therefor expended by Landlord plus interest thereon as provided in paragraph 37 shall be paid by Tenant on demand.

12. **Alterations, Additions and Improvement.** After completion of the improvements described in paragraph 6, Tenant shall not create any openings in the roof or exterior walls, or make any alterations, additions or improvements to the demised premises without the prior written consent of Landlord. Consent for non-structural alterations, additions or improvements shall not be unreasonably withheld by Landlord. Tenant shall have the right to erect or install shelves, bins, machinery, air conditioning or heating equipment and trade fixtures, provided that Tenant complies with all applicable governmental laws, ordinances and regulations.

All alterations, additions and improvements in and to the demised premises shall be performed in a first class, workmanlike manner, and Tenant shall promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection therewith.

13. **Insurance.** Tenant shall during the term hereof maintain at Tenant's sole cost and expense insurance relating to the demised premises as follows:

(i) Insurance against loss or damage to improvements by fire, lightning, and other risks from time to time included under standard extended coverage policies, and sprinkler, vandalism and malicious mischief, all in amounts sufficient to prevent Landlord or Tenant from becoming co-insurers of any loss under the applicable policies but in any event in amounts not less than eighty percent (80%) of the full insurable value of the demised premises. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to Landlord, and, therefore, proper adjustment in the limits of insurance coverage shall be effected.

(ii) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the demised premises, such insurance to afford protection to Landlord of not less than \$500,000.00 with respect to any one person, \$1,000,000.00 with respect to any one accident and not less than \$200,000.00 with respect to property damage.

(iii) Workmen's compensation insurance covering all persons employed by Tenant in connection with any work done on or about the demised premises with respect to which claims for death or bodily injury could be asserted against Landlord or the demised premises, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.

(iv) If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, erupting, collapsing, imploding or exploding, in the minimum amount of \$100,000.00 for damage to property resulting from such perils.

(v) Such other insurance on improvements in such amounts and against such other insurable hazard which at the time are commonly obtained in the case of property similar to such improvements.

(vi) Hangar keeper's liability insurance providing for coverage in the following limits: \$200,000.00 per aircraft and \$400,000.00 per occurrence on property damage to aircraft in the care, custody or control of Tenant.

(vii) During any period of construction, a Builder's Risk Completed Value policy with an all risks endorsement.

All such policies of insurance (i) shall be issued by insurance companies acceptable to Landlord, (ii) shall name Landlord as an additional insured or loss payee, as the case may be, and (iii) shall provide for at least ten (10) days written notice to Landlord prior to cancellation or modification. Tenant shall provide Landlord with duplicate originals of all insurance policies required by this paragraph.

14. Casualty Damage or Destruction:

A. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage and/or destruction.

B. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant, whether or not the insurance proceeds, if any, payable on account of such damage and/or destruction shall be sufficient for such purpose, at Tenant's sole cost, risk and expense will promptly commence and complete the restoration, repair and replacement of said buildings, structures and equipment as nearly as possible to their value, condition and character immediately prior to such damage and/or destruction, with such alterations in and additions thereto as may be approved in writing by Landlord (hereinafter sometimes referred to as the "Restoration").

C. All insurance proceeds, if any, payable on account of such damage to or destruction of the buildings, structures and equipment on the demised premises shall be held by Landlord. Landlord shall be protected in acting upon any certificate believed by Landlord to be genuine and to have been executed by the proper party and shall receive such certificate as conclusive evidence of any fact or as to any matter therein set forth. Such certificate shall be full warranty, authority and protection to Landlord in acting thereon, and Landlord shall be under no duty to take any action other than as set forth in this paragraph 14.

D. Insurance proceeds received by Landlord on account of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof (less the costs, fees and expenses incurred by Landlord and Tenant in the collection thereof, including, without limitation, adjuster's and attorney's fees and expenses) shall be applied as follows:

(i) Net insurance proceeds as above defined shall be paid to Tenant or as Tenant may direct from time to time as Restoration progresses to pay (or reimburse Tenant for) the cost of Restoration, upon written request of Tenant to Landlord accompanied by (a) certificate of a supervising architect or engineer approved by Landlord, describing in reasonable detail the work and material in question and the cost thereof, stating that the same were necessary or appropriate to the Restoration and constitute a complete part thereof, and that no part of the cost thereof has theretofore been reimbursed, and specifying the additional amount, if any, necessary to complete the Restoration, and (b) an opinion of counsel satisfactory to Landlord that there exist no mechanics', materialmen's or similar liens for labor or materials except such, if any, as are discharged by the payment of the amount requested.

(ii) Upon receipt by Landlord of evidence of the character required by the foregoing clauses (i)(a) and (b) that Restoration has been completed and the cost thereof paid in full, and that there are no mechanics', materialmen's or similar liens for labor or materials supplied in connection therewith, the balance, if any, of such proceeds shall be paid to Tenant or as Tenant may direct.

E. In the event that Tenant does not promptly commence Restoration, or after commencement Tenant does not diligently proceed to the completion of same, Landlord shall have the right to commence or complete Restoration after Landlord has given Tenant thirty (30) days prior written notice requesting the commencement of Restoration or that Tenant diligently proceeds to the completion of same if Tenant during such thirty (30) day period does not so commence or proceed to diligently complete Restoration. In such event, Landlord shall retain the insurance proceeds, and Tenant shall pay any deficiency if such proceeds are not sufficient for Restoration.

15. Condemnation:

A. If during the term hereof, any part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or are sold to a condemning authority under threat of condemnation, and after such taking by or sale to said condemning authority the remainder of the demised premises is not susceptible to efficient and economic occupation and operation by Tenant, this Lease shall automatically terminate as of the date that said condemning authority takes possession of the demised premises, and Landlord shall refund to Tenant any prepaid but unaccrued rental less any sum then owing by Tenant to Landlord.

B. If after such taking by or sale to said condemning authority the remainder of the demised premises is susceptible to efficient and economic occupation and operation by Tenant, this Lease shall not terminate but the rental due hereunder shall be adjusted so that Tenant shall be required to pay for the remainder of the term hereof the sum obtained by multiplying each monthly rental installment due hereunder, as adjusted from time to time pursuant to paragraph 5, by a fraction, the numerator of which shall be the number of square feet remaining in the demised premises after the taking by or sale to said condemning authority and denominator of which shall be the square footage originally contained in the demised premises. The rental adjustment called for herein shall not commence until said condemning authority actually takes possession of the condemned portion of the demised premises.

C. If this Lease is not terminated pursuant to Section A, Tenant shall promptly restore the improvements on the demised premises, and the condemnation proceeds to which Landlord and Tenant are entitled shall be awarded and paid first to cover the costs and expenses for restoring the remaining portion of the demised premises to a condition susceptible to efficient and economic occupation and operation by Tenant, and any remaining proceeds to which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant, as their interest may appear. If this Lease is terminated pursuant to Section A, condemnation proceeds to which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant as their interests may appear.

16. **Utilities.** Tenant shall be responsible at Tenant's sole cost and expense for obtaining all utility connections at or for the demised premises and Tenant shall pay all charges for water, electricity, gas, sewer, telephone or any other utility connections, tap-in fees and services furnished to the demised premises during the term hereof. Landlord shall in no event be liable or responsible for any cessation or interruption in any such utility services.

17. **Common Facilities.** Tenant and Tenant's employees, agents, servants, customers and other invitees shall have the non-exclusive right to use all common facilities, improvements, equipment and services which may now exist or which may hereafter be provided by Landlord for the accommodation and convenience of Landlord's customers and tenants, including landing and takeoff facilities, means of ingress and egress to the demised premises, other airport installations, and all other reasonable services which may be provided without charge from time to time by Landlord in operating the Airport. All such common facilities shall at all times be under the exclusive control and management of Landlord and may be rearranged, modified, changed or terminated from time to time at Landlord's sole discretion.

18. **Rules and Regulations.** Landlord has adopted Rules and Regulations (hereinafter referred to as the "Rules and Regulations") which shall govern Tenant in the use of the demised premises and all common facilities, a copy of which has been furnished to Tenant. The Rules and Regulations are incorporated by reference as if written verbatim herein, and Tenant agrees to comply fully at all times with the Rules and Regulations. Landlord shall have the right to amend, notify and alter the Rules and Regulations from time to time in a reasonable manner for the purpose of assuring the safety, welfare and convenience of Landlord, Tenant and all other Tenants and customers of the Airport.

19. **Signs and Equipment.** After first securing Landlord's approval which will not be unreasonably withheld, Tenant shall have the right from time to time to install and operate advertising signs and radio, communications, meteorological, aerial navigation and other equipment and facilities in or on the demised premises that may be reasonably necessary for the operation of Tenant's business.

20. **Landlord's Right of Entry.** Landlord and Landlord's authorized representatives shall have the right, during the normal business hours, to enter the demised premises (i) to inspect the general condition and state of repair thereof, (ii) to make repairs permitted under this Lease, (iii) to show the demised premises to any prospective tenant or purchaser or (iv) for any other reasonable and lawful purpose.

During the final one hundred eighty (180) days of the term hereof, Landlord and Landlord's authorized representatives shall have the right to erect and maintain on or about the demised premises customary signs advertising the demised premises for lease or for sale.

21. Indemnity and Exculpation:

A. Landlord shall not be liable to Tenant or to Tenant's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damage to property on or about the demised premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, servants, customers, invitees, subtenants, licensees or concessionaires or any other person entering the demised premises under express or implied invitation of Tenant, or arising out of the use of the demised premises by Tenant and the conduct of Tenant's business thereon, or arising out of any breach or default by Tenant in the performance of Tenant's obligations hereunder; and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury.

B. Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to persons or damage to property resulting from the demised premises becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the demised premises, regardless of the source, or dampness or by fire, explosion, falling plaster or ceiling or for any other reason whatsoever. Landlord shall not be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of Landlord or caused by operations in construction of any private, public or quasi-public work, or of any other persons whomsoever, excepting only duly authorized agents and employees of Landlord.

22. **Default by Tenant.** The following events shall be deemed to be events of default by Tenant under this Lease:

A. Failure of Tenant to pay any installment of rent or any other sum payable to Landlord hereunder on the date that same is due and such failure shall continue for a period of ten (10) days.

B. Failure of Tenant to comply with any term, condition or covenant of this Lease, other than the payment of rent or other sum of money, and such failure shall not be cured within thirty (30) days after written notice thereof to Tenant.

C. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Tenant or any guarantor of Tenant's obligations.

D. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof by Tenant or any guarantor of Tenant's obligations, or adjudication as a bankrupt or insolvent in proceedings filed against Tenant or such guarantor.

E. Appointment of a receiver or trustee for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations.

F. Abandonment by Tenant of any substantial portion of the demised premises or cessation of use of the demised premises for the purpose leased.

23. **Remedies of Landlord.** Upon the occurrence of any of the events of default listed in paragraph 22, Landlord shall have the option to pursue any one or more of the following remedies without the notice or demand whatsoever:

A. Terminate this Lease, in which event Tenant shall immediately surrender the demised premises to Landlord. If Tenant fails to so surrender the demised premises, Landlord may, without prejudice to any other remedy which Landlord may have for possession of the demised premises or arrearages in rent, enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, without being liable for prosecution or any claim for damages therefor. Tenant shall pay to Landlord on demand the amount of all loss and damages which Landlord may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise.

B. Terminate this Lease, in which event Tenant shall immediately surrender the demised premises to Landlord. If Tenant fails to so surrender the demised premises, Landlord may, without prejudice to any other remedy which Landlord may have for possession of the demised premises or arrearages in rent, enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, without being liable for prosecution or any claim for damages therefor. Tenant shall pay to Landlord on the date of such termination damages in any amount equal to the excess, if any, of the total amount of all monthly rental and other amounts to be paid by Tenant to Landlord hereunder for the period which would otherwise have constituted the unexpired portion of the term of this Lease over the then fair market rental value of the demised premises for such unexpired portion of the term of this Lease.

C. Enter upon and take possession of the demised premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefor, and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof. Landlord may relet the demised premises and receive the rent therefor. Tenant agrees to pay to Landlord monthly or on

demand from time to time any deficiency that may arise by reason of any such relating. In determining the amount of such deficiency, brokerage commissions, attorneys' fees, remodeling expenses and other costs of relating shall be subtracted from the amount of rent received under such relating.

D. Enter upon the demised premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to pay Landlord on demand for expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, together with interest thereon at the rate of ten percent (10%) per annum from the date expended until paid. Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, conditions and covenants herein contained.

24. Default by Landlord. No default by Landlord hereunder shall constitute an eviction or disturbance of Tenant's use and possession of the demised premises or render Landlord liable for damages or entitle Tenant to be relieved from any of Tenant's obligations hereunder (including the obligation to pay rent) or grant Tenant any right of deduction, abatement, set-off or recoupment or entitle Tenant to take any action whatsoever with regard to the demised premises or Landlord until thirty (30) days after Tenant has given Landlord written notice specifically setting forth such default by Landlord, and Landlord has failed to cure such default within said thirty (30) day period, or in the event such default cannot be cured within said thirty (30) day period then within an additional reasonable period of time so long as Landlord has commenced curative action within said thirty (30) day period and thereafter is diligently attempting to cure such default. In the event that Landlord fails to cure such default within said thirty (30) day period, or within said additional reasonable period of time, Tenant shall have the right to:

(i) Proceed to cure such default and deduct the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum from the next succeeding rental installment(s) due by Tenant to Landlord hereunder; or

(ii) Proceed to cure such default and bring suit against Landlord for the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum.

If any mortgagee of Landlord has given Tenant its address for notices and specifically requests such notice, Tenant agrees to give the notice required hereinabove to such mortgagee at the time Tenant gives same to Landlord, and to accept curative action, if any, undertaken by such mortgagee as if such curative action had been taken by Landlord.

25. Waiver of Subrogation. Each party hereto waives any and every claim which arises or may arise in such party's favor against the other party hereto during the term of this Lease for any and all loss of, or damage to, any of such party's property located within or upon, or constituting a part of, the demised premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Such mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as such mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), each party hereby agrees immediately to give to each insurance company which has issued to such party policies of fire and extended coverage insurance, written notice of the terms of such mutual waivers, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waivers.

26. Title to Improvements. Any and all improvements on the demised premises shall become the property of Landlord upon the expiration or termination of this Lease; provided, however: (i) if Tenant is not then in default hereunder, Tenant shall have the right to remove all personal property and trade fixtures owned by Tenant from the demised premises, but Tenant shall be required to repair any damage to the demised premises caused by such removal in a good and workmanlike manner and at Tenant's sole cost and expense; and (ii) Landlord may elect to require Tenant to remove all improvements from the demised premises and restore the demised premises to the condition in which the same existed on the date hereof, in which event Tenant shall promptly perform such removal and restoration in a good and workmanlike manner and at Tenant's sole cost and expense.

27. Mechanics' and Materialmen's Liens. Tenant agrees to indemnify and hold Landlord harmless of and from all liability arising out of the filing of any mechanics' or materialmen's liens against the demised premises by reason of any act or omission of Tenant or anyone claiming under Tenant, and Landlord, at Landlord's option, may satisfy such liens and collect the amount expended from Tenant together with interest thereon as provided in paragraph 37 as additional rent; provided, however, that Landlord shall not so satisfy such liens until fifteen (15) days after written notification to Tenant of Landlord's intention to do so and Tenant's failure during such fifteen (15) day period to bond such liens or escrow funds with appropriate parties to protect Landlord's interest in the demised premises.

28. Title. Tenant accepts the demised premises subject to: (i) the Base Lease; (ii) the Rules and Regulations; (iii) easements and rights-of-way and (iv) zoning ordinances and other ordinances, laws, statutes or regulations now in effect or hereafter promulgated by any governmental authority having jurisdiction over the demised premises.

29. Quiet Enjoyment and Subordination. Landlord covenants, represents and warrants that Landlord has full right and power to execute and perform this Lease and to grant the estate demised herein, and that Tenant, upon payment of the rents herein reserved, and performance of the terms, conditions, covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the demised premises during the full term of this Lease; provided, however, that Tenant accepts this Lease subject and subordinate to any recorded mortgage, deed of trust or other lien presently existing upon the demised premises. Landlord further is hereby irrevocably vested with full power and authority by Tenant to subordinate Tenant's interest hereunder to any mortgage, deed of trust or other lien now existing or hereafter placed on the demised premises or to declare this Lease prior and superior to any mortgage, deed of trust or other lien now existing or hereafter placed on the demised premises; provided, however, any such subordination shall be upon the express conditions that (i) this Lease shall be recognized by the mortgagee and that all of the rights of Tenant shall remain in full force and effect during the full term of this Lease on condition that Tenant attorn to the mortgagee, its successors and assigns, and perform all of the covenants and conditions required by the terms of this lease, and (ii) in the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive and this Lease shall in all respects continue in full force and effect so long as Tenant shall fully perform all Tenant's obligations hereunder and attorn to the purchaser. Tenant also agrees upon demand to execute further instruments declaring this Lease prior and superior to any mortgage, deed of trust or other lien and specifically providing that this Lease shall survive the foreclosure of such mortgage, deed of trust or other lien.

30. Rent on Net Return Basis. Except for the rental due under the Base Lease during the time that AATI is the Landlord hereunder, it is intended that the rent provided for in this Lease shall be an absolutely net return to Landlord for the term of this Lease, free of any loss, expenses or charges with respect to the demised premises, including, without limitation, maintenance, repairs, replacement, insurance, taxes and assessments, and this Lease shall be construed in accordance with and to effectuate such intention.

31. Holding Over. Should Tenant, or any of Tenant's successors in interest fail to surrender the demised premises, or any part thereof, on the expiration of the term of this Lease, such holding over shall constitute a tenancy from month to month only terminable at any time by either Landlord or Tenant after thirty (30) days prior written notice to the other, at a monthly rental equal to two hundred percent (200%) of the rent paid for the last month of the term of this Lease.

32. Waiver of Default. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.

33. Release of Landlord Upon Transfer. All of Landlord's personal liability for the performance of the terms and provisions of this Lease (except for any liability accruing prior to such transfer) shall terminate upon a transfer of the demised premises by Landlord, provided that the obligations of Landlord under this Lease are covenants running with the land and shall be binding upon the transferee of Landlord's interest in this Lease and the demised premises.

34. Attorneys' Fees. If, on account of any breach or default by Landlord or Tenant of their respective obligations under this Lease, it shall become necessary for the other to employ an attorney to enforce or defend any of such party's rights or remedies hereunder, and should such party prevail, such party shall be entitled to collect reasonable attorneys' fees incurred in such connection from the other party.

35. Financial Information. Tenant agrees that Tenant will from time to time upon the written request of Landlord during the term of this Lease furnish to Landlord such credit and banking references as Landlord may reasonably request.

36. Estoppel Certificates. Tenant agrees that from time to time, upon not less than ten (10) days' prior written request by Landlord, Tenant will deliver to Landlord a statement in writing certifying that:

A. This Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and stating the modifications).

B. The dates to which rent and other charges have been paid.

C. Landlord is not in default under any term or provision of this Lease or if in default the nature thereof in detail in accordance with an exhibit attached thereto.

D. If requested by Landlord, Tenant will not pay rent for more than one (1) month in advance and that this Lease will not be amended without notice to Landlord's mortgagee and that the same will not be terminated without the same notice required by the Lease to be

furnished to Landlord also being furnished to Landlord's mortgagee and Landlord mortgagee fails to cure such default within the curative period allowed Landlord under this Lease.

Landlord agrees that from time to time, upon not less than ten (10) days' prior written request by Tenant, Landlord will deliver to Tenant a statement in writing certifying that:

- A. This Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications).
- B. The dates to which rent and other charges have been paid.
- C. Tenant is not in default under any term or provision of this Lease or if in default the nature thereof in detail in accordance with an exhibit attached thereto.

37. Interest on Tenant's Obligations and Manner of Payment. All monetary obligations of Tenant to Landlord under this Lease remaining unpaid ten (10) days after the due date of the same (if no due date has been established under other provisions hereof, the "due date" shall be the date upon which Landlord demands payment from Tenant in writing) shall bear interest at the rate of ten percent (10%) per annum from and after said tenth (10th) day until paid. If more than twice during the term of the Lease Tenant's personal or corporate check is not paid by the bank on which it is drawn for whatever reason, Landlord may require by giving written notice to Tenant that the payment of all future monetary obligations of Tenant under this Lease are to be made on or before the due date by cash, cashier's check, certified check or money order, and the delivery of Tenant's personal or corporate check will no longer constitute payment of such monetary obligations. Any acceptance by Landlord of a personal or corporate check after such notice shall not be deemed or construed as a waiver or estoppel of Landlord to require other payments as required by said notice.

38. Independent Contractor. It is understood and agreed that in leasing and operating the demised premises, Tenant is acting as an independent contractor and is not acting as agent, partner, joint venturer or employee of Landlord.

39. Force Majeure. In the event performance by Landlord of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Landlord, the period for performance of such term, condition or covenant shall be extended for a period equal to the period Landlord is so delayed or hindered.

40. Exhibits. All exhibits, attachments, annexed instruments and addenda referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied verbatim herein.

41. Use of Language. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

42. Captions. The captions or headings or paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.

43. Successors. The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities and duties of Landlord under this Lease, including, but not limited to, any notices required or permitted to be delivered by Landlord to Tenant hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

44. Severability. If any provision in this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

45. Notices. Any notice or document required or permitted to be delivered hereunder may be delivered in person or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses indicated below, or at such other addresses as may have theretofore been specified by written notice delivered in accordance herewith.

LANDLORD:

Addison Airport of Texas, Inc.
P. O. Box 34067
Dallas, Texas 75234

City of Addison, Texas

P. O. Box 144

Addison, Texas 75001

TENANT:

Lawson Ridgeway
13601 Preston Road, Suite C-13
Dallas, Texas 75240

46. Fees or Commissions. Each party hereto hereby covenants and agrees with the other that such party shall be solely responsible for the payment of any brokers', agents' or finders' fees or commissions agreed to by such party arising from the execution of this Lease or the performance of the terms and provisions contained herein, and such party agrees to indemnify and hold the other party harmless from the payment of any such fees or commissions.

47. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

48. Governing Law and Venue. This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas, and Landlord and Tenant both irrevocably agree that venue for any dispute concerning this Lease or any of the transactions contemplated herein shall be in any court of competent jurisdiction in Dallas County, Texas.

49. Entire Agreement and Amendments. This Lease, consisting of forty-nine (49) paragraphs and Exhibits A through B attached hereto, embodies the entire agreement between Landlord and Tenant and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Except as otherwise specifically provided herein, no agreement hereafter made shall be effective to change, modify, discharge or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by or in behalf of the party against whom enforcement of the change, modification, discharge or abandonment is sought.

EXECUTED as of the day month and year first above written.

LANDLORD:

ADDISON AIRPORT OF TEXAS, INC.

By: [Signature]

Its: [Signature]

CITY OF ADDISON, TEXAS

By: [Signature]

Its: _____

TENANT:

By: Lawson Ridgeway

Its: _____ 51

STATE OF TEXAS }
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Henry Stuart
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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16 day of March, 19 84.

Barth L. James
Notary Public
Dallas
County, Texas

STATE OF TEXAS }
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Redding
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 purpose and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of April, 19 84.

Jacque Sharp
Notary Public
Dallas
County, Texas



STATE OF TEXAS }
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Laurson Ridgeway
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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16 day of March, 19 84.

Joe Renshaw
Notary Public
Dallas
County, Texas

AGREEMENT FOR
OPERATION OF THE ADDISON AIRPORT
BETWEEN
THE CITY OF ADDISON, TEXAS
AND
ADDISON AIRPORT, INC.

THIS AGREEMENT, made and entered into the 30th day of December, 1976, by and between the CITY OF ADDISON, TEXAS, a municipal corporation acting by and through the City Council (hereinafter "City") and ADDISON AIRPORT, INC., a Texas corporation (hereinafter "Company"), with an address at P.O. Box 34067, Dallas, Texas 75234.

WITNESSETH:

WHEREAS, the City has entered into a Contract of Sale whereby the City will acquire the principal portions of the existing Airport known as Addison Airport, in Dallas County, Texas, it being contemplated that the City will purchase approximately three hundred sixty-four (364) acres ("Property"), in part with federal funds available for such purpose, the Property being reflected and described on Exhibit "1" attached hereto.

WHEREAS, the City and the Company are desirous of having the Company operate and conduct all lawful, reasonable and appropriate activity at the Airport for the use of the general public and generally in accordance with the operations description set forth in Section 7 hereof, and

WHEREAS, in the exercise of its lawful authority, the City has entered into that certain Grant Agreement with the United States of America (acting through the Federal Aviation Administration (FAA), dated December 30, 1976, for the purpose of obtaining funds for the acquisition of the Property.

WHEREAS, the Company agrees to carry out the terms and conditions set forth in that certain Grant Agreement; and

WHEREAS, the City, during the term of this Agreement, agrees to consult with the FAA on the adjustment or modification of any term or condition in the Grant Agreement which because of the peculiar circumstances of the Airport operation the Company believes to be unworkable or impractical; and

WHEREAS, it has been found and determined by the City in accordance with its lawful duties, that it is essential, appropriate and necessary for its public purposes and for the public to acquire such adequate general aviation facilities; and

WHEREAS, the Mayor of the City of Addison has been duly authorized and empowered to execute the Agreement; and

WHEREAS, it is the intention of the parties that the Airport shall be operated in a manner as would be accomplished by a reasonably prudent airport operator and in accordance with sound business practices;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, the parties hereto hereby agree and contract as follows:

The City hereby leases to Company, and the Company hereby takes, upon the terms and conditions hereinafter specified, the following premises:

- (i) the land described in Exhibit "1" as the Property and the Improvements thereon owned by the City;
- (ii) all easements, rights and appurtenances relating to the land (all property described in clauses (i) and (ii) above is herein sometimes collectively called the "Leased Premises"); and
- (iii) City hereby assigns to Company all of its right, title and interest in and to the leases set forth in Exhibit "B" to the Contract of Sale.

As consideration for this Agreement, and in addition to the rents payable hereunder, the Company agrees to pay to the City the sum of Eight Hundred Thousand (\$800,000.00) Dollars, in cash, said payment to be made simultaneous with the release of this Agreement from escrow pursuant to that certain Escrow Agreement dated December 30, 1976, by and between the City, Company and Southwest Land and Title Company ("Escrow Agreement").

In the event this Agreement is not delivered out of escrow to the City and is returned to Company by reason of the Escrow Agreement, the Company shall have no liability for any payment to the City hereunder and this entire Agreement shall be null and void and of no force or effect as of the date this Agreement is executed.

Section 1. Definitions

(a) "Airport" means the Addison Airport as shown on Exhibit "2" hereof;

(b) "Improvements" means all improvements that specifically serve the Airport, including, but not limited to, streets, roadways, parking areas, aprons, runways, sewers and waterlines, all buildings and structures and additions, substitutions, accessions, and replacements thereto on the Leased Premises.

(c) "Gross Receipts" means all monies paid to the Company for sales made and for services rendered or agreed to be rendered at or from the Airport regardless of the time or place of receipt of the order therefor, and for sales made and for services rendered or agreed to be rendered outside the Airport if the order therefor is received at the Airport, the charges, rentals, fees and other payments of whatever kind of nature paid to the Company under any lease, sublease, permit, license, or any other agreement, oral or written, relating to the Airport, all landing, parking and other fees and charges paid to the Company from any user of the Airport, revenues paid to the Company for the sale or delivery of aviation fuel, petroleum and other products, including any fuel flowage fees, any other revenues of any type arising out of or in connection with the Company's services and operations at the Airport, including its operations thereof. Any addition, change, modification or alteration in the Company's method of performing its Airport function or responsibility which would adversely effect the Gross Receipts shall first require the approval of the City.

Section 2. Representations by City

The City is the duly and lawfully created, existing and recognized owner of the Leased Premises, having the power to enter into the transactions hereunder, and by proper action the City has been duly authorized to execute and deliver this Agreement.

Section 3. Representations by Company

The Company is a corporation duly incorporated under the laws of the State of Texas, is in good standing under the laws of said State; is duly authorized to do business in the State of Texas; has the power to enter into this Agreement without violating the terms of any other agreement to which it may be a party; and by proper corporate action had been duly authorized to execute and deliver this Agreement.

It generally will occupy and possess the Leased Premises for the public purposes of the City as set forth in Section 7 hereof.

Section 4. Term of Agreement

Subject to the terms, covenants, conditions and agreements contained in this Agreement, the Company shall have and hold the Leased Premises for a term commencing on the date of closing of the purchase of the Property in the Contract of Sale and ending 20 years thereafter.

The Company agrees to yield and deliver peaceably to the City possession of the Leased Premises together with all buildings, structures, improvements, additions and other installations therein or thereon, on the date of the expiration of this Agreement, promptly and in good operating condition, the intention being that when the Leased Premises are returned to the City they shall be in first-class condition giving due consideration to normal wear and tear and shall be free and clear of any and all liens, debts, contracts, leases or encumbrances of whatsoever kind, nature and description.

Section 5. Rent

(a) Company shall pay the City, on demand, the sum of \$100,000.00, as a special assessment for public improvements to be made by the City of Addison. The Company shall not be assessed or otherwise be liable for any further such assessments made outside of the Leased Premises during the term of the Agreement.

(b) The Company agrees to pay the City \$6,250.00 per month, or 3% of the Company's monthly Gross Receipts, whichever amount is the greater. Such installment shall be payable to the City of Addison, Dallas County, Texas, commencing on the 20th day of the second month after the effective date of this Agreement for the first month hereof, and on the 20th day of each calendar month thereafter for the calendar month preceding. Payment of such amounts shall be reduced by any real property or personal property taxes assessed by the City of Addison on the Property or assessed by the City of Addison on the Improvements or this Agreement, commencing with the effective date of this Agreement, such reduction to be credited against the next succeeding installments of rent hereunder from and after date of payment of such taxes by the Company. The Company shall render to the City, on the 20th day of each calendar month, a sworn statement showing its Gross Receipts for each preceding month.

Section 6. Taxes and Assessments

The Company shall pay when due and before any fine, penalty, interest or cost may be added for non-payment: all levies, fees, water and sewer rents or other rents, rates and charges, permit fees, inspection fees and other charges, if any, in each case whether general and special, ordinary and extraordinary, which are lawfully imposed, whether or not the same were within the contemplation of the parties

hereto, together with any interest and penalty thereon, which imposed or levied upon or assessed against or in respect to this Agreement, or which may be a lien upon the Leased Premises. The Company shall pay all of the personal property taxes assessed by the City for the year 1976.

Section 7. Uses of Leased Premises

(a) The Company shall have control of the operation of the Leased Premises and shall operate them on a nondiscriminatory and uniform basis consistent with the normal public use of airports of a similar kind, and in accordance with all applicable laws and regulations. The use of the areas thereof shall be for the following purposes only:

- (i) For the handling and accommodation of operators, crews and travelers arriving at or departing from the Leased Premises;
- (ii) For the storage, parking, maintenance and servicing of aircraft in covered and open areas;
- (iii) For the sale, maintenance, repair, servicing, overhaul, conversion and modification of aircraft, and aircraft engines, assemblies, accessories and component parts;
- (iv) For the storage of fuel and for the fueling of aircraft;
- (v) For the charter and leasing of aircraft;
- (vi) For schools for the training of aeronautical pilots, mechanics, repairmen, navigators and dispatchers, and other aeronautical personnel;
- (vii) For the storage, parking, maintenance, servicing and fueling of automotive vehicles, automotive equipment and other equipment owned or operated by the Company in connection with the operation of the Leased Premises or by other persons using the Leased Premises for other purposes authorized hereunder;
- (viii) For the operation of stores, concessions and other consumer service activities, reasonably required for the accommodation of operators, crews and travelers arriving at or departing from the Leased Premises by aircraft, and other persons doing business with or who are the guests of the Company or other users of the Leased Premises;
- (ix) For the fabrication, manufacture, testing or development of aeronautical materials which will be used or installed in aircraft at the Leased Premises; and
- (x) For all operational, administrative, office and other such related functions in connection with the activities authorized hereunder;

The provisions of this Section shall be inserted and enforced by the Company in the agreement(s) of any other future user of the Leased Premises.

(b) In the performance of the Uses of the Airport granted by the City hereunder, the Company agrees to operate the Airport for the use and benefit of the public; to make available all airport facilities and services to the public on fair and reasonable terms and without unjust discrimination and to provide space on the Airport, to the extent available, and to grant rights and privileges for use of the landing facilities of the Airport to all qualified persons, firms and corporations desiring to conduct aeronautical operations at the Airport.

(c) The Company shall perform the above-named Uses in a manner which shall be compatible with the latest FAA-approved Airport Layout Plan.

(d) Any clause or provision of this Agreement to the Company notwithstanding:

(i) The Company agrees to operate the Airport in accordance with the obligations of the City to the Federal Government under above-described Grant Agreement. In furtherance of this general covenant, but without limiting its general applicability, the Company specifically agrees to operate the Airport for the use and benefit of the public; to make available all airport facilities and services to the public on fair and reasonable terms and without discrimination and to provide space on the Airport, to the extent available, and to grant rights and privileges for use of the landing area facilities of the Airport to all qualified persons, firms and corporations desiring to conduct aeronautical operations on the Airport. In this connection, the Company may from time to time adopt standard rules and regulations concerning the use and operation of the Airport, provided such rules and regulations shall not constitute a violation of the Grant Agreement.

(ii) It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act.

(iii) The City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent the Company from erecting, or permitting to be erected, any building or other structures on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

(iv) This Agreement shall be subordinate to the provisions of any existing or future agreement entered into between the City and the United States to obtain federal aid for the improvement or operation and maintenance of the Airport.

Section 8. Orderly Conduct of Operations

The Company shall conduct its operations in a proper and orderly manner and will not annoy, disturb or be offensive to others. The Company shall take all reasonable measures to control the conduct, demeanor and appearance of its employees, agents, representatives, contractors, and the conduct and demeanor of its customers, invitees and those doing business with it in the Leased Premises.

The terms of this Section shall be inserted and enforced by the Company in the agreement(s) of any other user of the Airport.

Section 9. Standards of Operation

The Company shall not knowingly commit any nuisances on the Leased Premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the Leased Premises.

The terms of this Section shall be inserted and enforced by the Company in the agreement(s) of any other user of the Airport.

Section 10. Insurance

The Company will maintain at its expense insurance on the Leased Premises of the following character:

(a) Insurance against loss or damage to improvements by fire, lightning, other risks from time to time included under the standard extended coverage policies, and sprinkler and vandalism and malicious mischief, all in amounts sufficient to prevent City or Company from becoming co-insurers of any loss under the applicable policies but in any event in amounts not less than 80% of the full insurable value of the Leased Premises. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to City, and, thereafter, proper adjustment in the limits of insurance coverage shall be affected.

(b) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises, such insurance to afford protection to City of not less than \$500,000.00 with respect to any one accident, and not less than \$200,000.00 with respect to property damage. Policies of such insurance shall be for the benefit of City and Company.

(c) Workmen's compensation insurance covering all persons employed by Company in connection with any work done on or about the Leased Premises with respect to which claims for death or bodily injury could be asserted against City, Company or the Leased Premises, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.

(d) If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, erupting, collapsing, imploding or exploding, in the minimum amount of \$100,000.00 for damage to property resulting from such perils.

(e) Such other insurance on the improvements in such amounts and against such other insurable hazards which at the time are commonly obtained in the case of property similar to the improvements

(f) In addition to all other insurance required hereunder, the Company will maintain at its expense hangar keeper's liability insurance providing for coverage in the following limits: \$200,000.00 per aircraft and \$400,000.00 per occurrence on property damage to aircraft in the care, custody or control of the Company.

Section 11. Carriers, Insureds, etc.

The insurance referred to in Section 10 shall be effected under a valid and enforceable policy or policies or contract or contracts issued by (1) an insurer or insurers permitted to do business in the State of Texas approved by the City, which approval will not be unreasonably withheld. Such insurance shall name as the insured parties thereunder the City and the Company, as their respective interest may appear. The Company may prosecute any claim against, or contest any settlement proposed by, any insurer at its expense. In such event, the Company may bring such prosecution or contest any settlement in the name of the City, Company or both, and City will join therein at the Company's written request upon the City's receipt of an agreement by the Company to indemnify City against all costs, liabilities and expenses in connection with such prosecution or contest.

Section 12. Delivery of Evidence of Insurance

Company shall deliver to the City at the execution and delivery of this Agreement the original or duplicate policies or satisfactory

evidence of insurance or insurance certificates. Insurance required in Section 10 hereof. The Company shall within ten days prior to the expiration of any such insurance, deliver in the place of expired policies other original or duplicate policies or other certificates of the Insurers endorsed as in above provided in Section 10 hereof evidencing renewal of such insurance.

Section 13. Casualty

If any Improvements or any part thereof owned by the City shall be damaged or destroyed by fire, theft or other casualty, the Company shall with reasonable promptness and diligence, rebuild, replace, and repair any damage or destruction to the Improvements, at its expense in conformity with the requirements of Section 14, in such manner as to restore the same to a unit of equal size, quality and condition to that which existed prior to such damage or destruction. Insurance proceeds payable with respect to such casualty shall belong to the Company to the extent necessary to make such repairs.

It is agreed that damage or destruction, whether partial or total, by any cause whatsoever, of the Improvements, except upon termination of this Agreement as is provided for herein, shall not release the Company from any obligation under this Agreement.

Section 14. Maintenance and Repair

The Company agrees and acknowledges that it has received the Leased Premises in good order and condition, and further agrees to accept the premises as is. The Company further agrees that it will, at its expense, keep and maintain the Leased Premises, and the Improvements in good repair and appearance, and in good mechanical condition, except for ordinary wear and tear, and will with reasonable promptness make all, interior and exterior, structural and non-structural, foreseen and unforeseen, ordinary and extraordinary changes, repairs, substitutions and replacements (substantially equivalent to the original work) of any kind and nature which may be required to be made upon or in connection with the Leased Premises and Improvements or any part thereof, in order to keep and maintain the Leased Premises and Improvements in as good repair, mechanical condition and appearance as they were originally, except for ordinary wear and tear.

Section 15. Failure to Commence and Complete Repairs

In the event the Company fails to commence or complete repairs, replacements or painting which is required hereunder within a period of thirty days after written notice from the City, or fails to continue and diligently complete any such repair, the City may at its option make such repairs, replacement or do such painting, the cost of which shall be paid by the Company upon written demand.

Subject to the right of existing sub-leases, the City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Airport for the purpose of inspecting the Leased Premises, for observing the performance by the Company of its obligations under this Agreement, and for the doing of any act or thing which the City may be obligated or have the right to do under this Agreement.

Nothing in this Section shall impose or shall be construed to impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so. The City shall not in any event be liable for any injury or damage to any property or to any person happening on or about the Leased Premises nor for any injury or damage to the Leased Premises nor to any property of the Company or of any other person located in or thereon other than those occasioned by the acts of the City.

Section 16. Alterations, Construction by Company for Airport Purposes

Company may erect structures, make improvements, install fixtures, or do any other construction work on the Leased Premises, or alter, modify or make additions, improvements, repairs to, or replacement of any Improvements or any structure now existing or hereafter built on the Leased Premises.

Any such alterations, additions, improvements, installations, repairs, substitutions or replacements shall be expeditiously completed, in compliance with all laws, ordinances, orders, rules, regulations and requirements applicable thereto. All work done in connection with each such alteration, addition, improvement, installation, repair, substitution or replacement shall comply with the requirement of any insurance policy required to be maintained by Company hereunder, with any applicable requirements of the Agreement.

Any improvement to or alteration of the Airport under this Section or under Section 17 shall be consistent with the latest FAA-approved version of the Airport Layout Plan.

Section 17. Alteration, Construction by City

The City may erect structures, make improvements, install fixtures, or do any other construction work on the Airport, whether Airport-related or not; provided, however, the erection of such structures, the making of such improvements, the installation of such fixtures, or the doing of such construction work shall not unreasonably interfere with the operation or development of the Airport, including the maximization of revenues. The City shall give the Company reasonable advance written notice of any action taken hereunder.

Any such alterations, additions, improvements, installation, repairs, substitutions or replacements shall be completed in compliance with all laws, ordinances, orders, rules, regulations and requirements applicable thereto. All work done in connection with each alteration, addition, improvements, installation, repair, substitution or replacement shall be done at the City's expense and shall comply with the requirement of the insurance policy required to be maintained by the City or Company, hereunder. As to any construction, buildings or other structures constructed by the City which are not related to the Airport and its operations, Company shall not be required to furnish insurance.

Section 18. Liens

The Company will not directly or indirectly create or permit to be created or to remain, and will promptly discharge, at its expense, any mortgage, lien, security interest, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to:

- (a) The Leased Premises or any part thereof,
- (b) City's ownership interest, or
- (c) the Rent or other sums payable by Company under this Agreement.

The existence of any mechanic's, laborer's, materialmen's, supplier's, or vendor's lien, or any right in respect thereof shall not constitute a violation of this provision if payment is not yet due upon the contract or for goods or services, or the lien(s) are being contested in good faith by the Company.

This Section shall not apply to security interests or other liens with respect to buildings or improvements on, or which may later be constructed on, the Leased Premises which are not owned by the City.

Section 19. Prices and Rates

The Company shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service. In furtherance of this objective, a list of charges will be maintained and available for inspection by the public for all services, materials, supplies and privileges provided by the Company and any Airport tenant. However, the Company, and any Airport tenant, may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

The Company shall, from time to time, as the need arises, make and publish changes in the prices being charged; provided, however, fifteen (15) days prior to any such changes, the Company shall provide to the City a list of such charges. If no objection is received by the City to such changes in prices within fifteen (15) days, the price changes shall become effective. The City may object to any changes in prices within the fifteen-day period; provided, however, the only basis for any such objection by the City will be on the ground that such pricing change would constitute a violation of a present or future Grant Agreement with the Federal Aviation Administration.

It is further understood and agreed that in the event others on the Airport undertake to sell or dispense fuels or lubricants for aircraft or other machinery being used on the Airport, the Company shall impose reasonable standards consistent with any grant agreements with respect to any fueling operations in order to assure adequate safety and efficient operations on or about the Airport. Further, any persons selling or dispensing fuel or lubricants for aircraft or other machinery shall pay to the Company a reasonable and non-discriminatory fuel flowage fee.

Section 20. Subleases

(a) The Company shall have the right and is expressly hereby authorized to sublease such portions of the Leased Premises as it shall deem appropriate for the growth and development of the Airport and the maximization of revenues; provided any such sublease shall be for the purpose of carrying out one or more of the activities set forth in Section 7. During the existence of this Agreement, all revenues from any sublease shall belong to the Company, subject only to the rights of the City to a percentage of Gross Receipts as provided in Section 5 (b).

(b) The Company shall not enter into any sublease with any tenant which is owned or controlled, in whole or in part, by any of the officers, directors or stockholders of the Company without the prior written approval of the City, which approval shall not be unreasonably withheld.

(c) The Company shall not enter into any sublease unless the term of such sublease, including any renewal or option provisions, expires and terminates on or before twenty years after the effective date of this Agreement, without the prior written consent of the City.

(d) Upon request by the Company, at any time to time, that a sublease is entered into by the Company, the City shall deliver to any such subtenant its estoppel certificate, certifying unto the subtenant that this Agreement is in full force and effect.

Section 21. Applicable Governmental Requirements

The Company agrees,

(a) at its expense, to procure from governmental authority, having jurisdiction, all licenses, certificates, permits or other authorization which may be necessary for the conduct of its operations or for any additional construction required pursuant to the terms of this Agreement.

(b) that it shall, at its expense, comply with and cause the Leased Premises and Company's operations to comply with all governmental statutes, laws, rules, orders, regulations and ordinances affecting the Leased Premises or any part thereof or the use or occupancy or any part thereof.

Section 22. Indemnification

Company covenants and agrees that it will defend, indemnify and save harmless the City, its council, officers, agents and employees from and against any and all actions, suits, claims, demands, liabilities, losses, damages, costs, expenses or judgments of any nature whatsoever, arising from:

(a) any injury to, any nuisance, or the death of any person or any damage to property on the Leased Premises, or any damage to property on the Leased Premises, or in any manner growing out of or connected with the use, non-use, condition or occupancy of the Leased Premises or any part thereof or resulting from the condition thereof,

(b) the ownership, use or non-use or condition of the Improvements, or

(c) violation by Company of any agreement or condition of this Agreement, and of any contract or agreement to which Company is a party, or any restriction, statute, law, ordinance or regulation or otherwise, in each case affecting the Leased Premises or the ownership, occupancy or use thereof.

In case any action or proceeding be brought against the City by reason of any such claim, the Company covenants upon notice from the City to resist or defend such action, and the City will cooperate and assist in the defense of such action or proceeding, if reasonably requested so to do by the Company; provided, however, that the Company shall not be liable for damages not covered by insurance required to be carried pursuant to this Agreement and caused solely by the negligence or deliberate act of the City, or any of its council, officers, agents, servants or employees. This provision shall not operate to indemnify others when liability for damages arises due to the fault of such others, unless they are insured or indemnified parties under the insurance policies or contracts required by this Agreement.

Section 23. Federal Airport Aid

The City has made application to the Federal Aviation Administration for a grant(s) of federal funds to partially defray the cost of acquiring the Leased Premises. The Company, in its management, operation, maintenance and use of the Airport, shall be subject to and hereby assumes the terms, conditions and provisions of any and all grant agreements and project applications imposed on the City by the Federal Aviation Administration, and any other federal obligations or restrictions with respect thereto. The Company shall in its agreements with other users of the Airport insert in said agreements the appropriate provisions and requirements as required by any and all of the provisions of the grant agreement and the project applications, the assurances set forth therein and any other federal obligations or restrictions with respect thereto.

To the extent that the City considers it prudent, considering the requirements attached to the acceptance of such funds, the City shall continue to apply for and make maximum use of all available federal and state funds for the development of the Airport; provided nothing in this Section obligates or requires the City to apply for such funds, other than funds necessary to acquire Additional Purchases.

Section 24. Notice to Indemnified Parties

Notwithstanding the indemnification set forth in Section 22, the Company shall forward to the City a copy of every notice, summons, complaint, or other process received in any legal proceedings encompassed by such indemnification or in any way affecting the rights of the City, or any other indemnified party.

Section 25. Liability of Officials

No officers, agent or employee of the City or the Company shall be personally liable for any of their acts carrying out the provisions of the Agreement, in exercising any power or authority granted to them pursuant to the Agreement, it being understood that in such matters they act as agents and representatives of the City and the Company.

Section 26. Non-Discrimination

Company will, in its operations on the Airport, be bound by the Civil Rights obligations imposed on the City. Company will not deny any benefits to or otherwise discriminate against any person or group on the basis of race, color, sex, or national origin. Company will comply with applicable portions of, and will effect City's compliance with the Attachment 2 (including OST Regulations, Part 21) attached hereto and incorporated herein by reference for all purposes.

Section 27. OMBE: Advertisements, Bids, Concessions:

In addition to complying with the above and normal procedures required of the City by state/federal law and agreements, the Company will send a copy of all invitations for bids, advertised or negotiated, for concessions or other businesses at the Airport to the appropriate Office of Minority Business Enterprise (OMBE) representative as identified by the FAA Regional Civil Rights Office. The Company will disclose and make information about the contracts, contracting procedures and requirements available to the designated OMBE representative and minority firms on the same basis that such information is disclosed and made available to other organizations or firms. Responses by minority firms to invitations for bids shall be treated in the same manner as all other responses to the invitations for bids.

Section 28. Assignment

Except as explicitly set forth herein or contemplated by this Agreement, the Company shall not assign, sublet, sell, convey or transfer its rights under this Agreement or any part thereof without the prior written consent of the City, provided, however, that this Agreement may be assigned in its entirety without such consent for a period of one year from the effective date of this Agreement. The City hereby agrees that it will not unreasonably withhold its consent to such an assignment or sublease, sale, transfer, and shall not make any charge for any such assignment, sublease, sale or transfer made with its consent.

Section 29. Events of Default and Remedies

The following shall be "events of default" as to the Company under this Agreement and the term "event of default" as to the Company shall mean, whenever it is used in this Agreement, any one or more of the following events:

(a) Failure by the Company to pay when due or cause to be paid when due the Rent required to be paid under Section 5 hereof.

(b) Failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty days after written notice, specifying such failure and requesting that it be remedied, given to the Company by the City, unless the City shall agree in writing to an extension of such time prior to its expiration.

(c) The Leased Premises shall be abandoned, deserted or vacated by the Company or any lien shall be filed against the Leased Premises or any part thereof in violation of this Agreement and shall remain unreleased for a period of sixty days from the date of such filing unless within said period the Company is contesting in good faith the validity of such lien.

(d) The dissolution or liquidation of the Company or the filing by the Company or a voluntary petition in bankruptcy, or failure by the Company within sixty days to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises, or the adjudication of the Company as a bankrupt, or general assignment by the Company for the benefit of its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Company in any proceeding for its reorganization instituted under the provisions of the general bankruptcy act, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of the Company", as used in this subsection, shall not be construed to include cessation of the corporate existence of the Company following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting actions contained in Section 29 hereof, which such dissolution or liquidation it is acknowledged will occur.

Section 30. Remedies on Default

Whenever any event of default as to the Company referred to in Section 29 hereof shall have happened and be subsisting, the City may take any one or more of the following remedial steps as against the Company:

(a) The City may re-enter and take possession of the Leased Premises without terminating this Agreement and sublease (or operate as a sublessee) the Leased Premises for the account of the Company, holding the Company liable for the difference between the rents and other amounts payable by the Company hereunder and the rents and other amounts payable by such sublessee in such subleasing or, if operated by the City, the difference between the net revenues received from such operations and the rents and other amounts payable by the Company hereunder.

(b) The City may terminate this Agreement.

(c) The City may take whatever other action at law or in equity as may appear necessary or desirable to collect the rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Agreement.

Section 31. No Remedy Exclusive

No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or hereafter existing under law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, unless such notice is herein expressly required by law.

Section 32. No Additional Waiver Implied

In the event any covenant contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 33. Termination by Company

The Company may terminate this Agreement upon the occurrence of any one or more of the following reasons:

(a) In the event the Airport shall be closed or its operations curtailed by more than fifty percent of its achieved operating level in terms of daily average departing and arriving flights, the Company in its reasonable discretion may cease or curtail its operations in the Leased Premises during the period that the Airport operations have ceased or have been so curtailed, and if such condition shall continue unabated for more than two years, the Company shall have the right and option to terminate the Agreement upon thirty days prior written notice to the City.

(b) The City shall fail to perform any of its obligations under this Agreement within sixty days after receipt of notice of default hereunder from the Company (except where fulfillment of its obligations require activity over a period of time and the City shall commence to perform whatever may be required for fulfillment within sixty days after the receipt of notice and continue such performance without interruption, except for causes beyond its control).

Upon the occurrence of any of the foregoing events, or at any time thereafter during the continuation of any such condition, the Company may, by sixty days written notice terminate this Agreement, such termination to be effective upon the date set forth in such notice and to have the same effect as if the terms hereof had expired on that date, subject, as aforesaid, to the provisions of this Section.

No waiver by the Company of any default on the part of the City, in the performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the City shall be or shall be construed to be a waiver by the Company of any other or subsequent default in the performance of any of said terms, covenants and conditions.

Section 34. Access and Egress

Except as set forth in this Agreement, the City hereby grants to the Company full and unrestricted access to and egress from the Leased Premises and between the Leased Premises and the public roadways for the Company, its employees, guests, patrons, invitees, contractors, suppliers of materials, furnishers of services, its or their equipment, vehicles, machinery and other property, without charge to Company or to said employees, guests, patrons, invitees, contractors, suppliers of materials and furnishers of services, or their said equipment, vehicles, machinery or other property.

Section 35. Company's Right to Remove Property

The Company shall have the right at any time during the term of this Agreement or any renewal or extension thereof, or at the expiration or earlier termination thereof, to remove any nonessential personal property which it may have on the Leased Premises, including, without limitation, furniture, equipment and machinery; provided the City will purchase from the Company, at its then fair market value, any personal property which the City deems essential.

Section 36. Termination, Settlement

In the event the City exercises its right to terminate the Agreement or any part thereof, the Company and the City shall endeavor in good faith to negotiate a sale by the Company to the City or its designee of the Company's personal property located on the Leased Premises. Upon termination of the Agreement, the City may, and the Company shall, remove any improvements on the Leased Premises belonging to the Company at the Company's expense if required by the City.

Section 37. Settlement

In the event that any sums due or to become due the Company upon termination of this Agreement are paid or payable to the City, the City shall not have any obligation to make such payment or settlement to the Company,

(i) until receipt of payment due to City from Company in accordance with pertinent provisions of this Agreement under which termination is permitted and,

(ii) until Company has paid all other sums due under this Agreement.

Section 38. Quiet Enjoyment

The City covenants that through the term hereof, the Company shall have, hold and enjoy peaceful and uninterrupted possession of all of the Leased Premises, subject to the performance of the covenants as herein provided.

Section 39. No Third Party Beneficiary

No provision contained in or incorporated by the Agreement shall create or give to any third party or parties any claim or right of action against the Company or the City, beyond such claims or rights of action which legally exist in the absence of any provision of said Agreement.

Section 40. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement.

Section 41. Binding Effect

All of the covenants, conditions, and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Company, subject to the limitations contained herein restricting such assignment by the Company, to the same extent as if each such successor and assign were in each case named as a party to this Agreement. This Agreement may not be altered, modified, or discharged except by a writing signed by the City and the Company.

Section 42. Governing Law

This Agreement shall be governed by and interpreted under and in accordance with the laws of the State of Texas.

Section 43. Venue

The venue of any action drawn under this Agreement shall lie in Dallas County, in the State of Texas.

Section 44. Force Majeure

Neither the City or the Company shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control, and the time for performance shall be automatically extended by the period the party is prevented from performing its obligations hereunder.

Section 45. Issuance of Revenue Bonds for Future Improvements

City and Company acknowledge that as the Airport develops such circumstances may require that additional improvements ("Future Improvements") will be needed in order to provide convenient and necessary services at the Airport. Subject to the approval of plans and specifications by the City as submitted by the Company, the City may make such acquisitions, additions, extensions, improvements and modifications to the Airport as shall be recommended by the Company. In order to obtain funds for such purposes, the City, in its discretion, may provide for the issuance of Airport revenue bonds.

Section 46. Airport Boundaries

The City will not grant any access, privilege, license, or permission of any kind to any person, firm or corporation using, owning or occupying any land outside the designated boundaries of the Airport as shown on Exhibit "2" hereof, to use or have access to the Airport.

Section 47. Covenant by Company

It is understood and agreed by the parties hereto, that the Company will not make any improvements, changes, alterations, modifications, or removals at the Airport, which will effectively destroy the ability of the Airport to render firstclass service to its customers and for the maximization of revenues.

Section 48. Record Keeping

The Company shall maintain in accordance with accepted accounting practice and make available to an authorized representative of the City for consideration records, books and its annual audit prepared by an Independent Certified Public Accountant. The Company shall permit such authorized representative of the City to inspect such books and records during ordinary business hours of the Company and at times reasonably convenient to the Company.

Section 49. Notices

Notices provided for in this Agreement shall be sufficient if sent by registered mail, postage prepaid, addressed if to the City — The City of Addison, P. O. Box 144, Addison, Texas, 75001, Attention: City Administrator, or to such other address and person it may direct in writing; and if to Company — Addison Airport, Inc., P. O. Box 34067, Dallas, Texas 75234, or to such other address and person as it may direct in writing. Notices shall be deemed completed when mailed unless otherwise herein required.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed as of the date first above written.

ATTEST:

Joyce H. Devers
SECRETARY

CITY OF ADDISON, TEXAS

BY: [Signature]

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

ADDISON AIRPORT, INC.

ATTEST:

[Signature]
SECRETARY

BY: [Signature]

FIELD NOTES

BEING a tract of land out of the E. Cook Survey, Abstract 326, the William Lomax Survey, Abstract 792, the George Syms Survey, Abstract 1344, the William Rowe Survey, Abstract 1257, and part of Lot 1, and Lot 2 of Block "A" of Carroll Estates Addition, Dallas County, Texas, and being more fully described as follows:

BEGINNING at a fence post found for the apparent intersection of the North right-of-way line of Keller Springs Road, a 50 foot street, and the East line of Dooley Road, a 60 foot street, said beginning point being S 89° 58' 54" E 30.00 feet, thence N 0° 05' 50" E 25.00 feet from the apparent northwest corner of the E. Cook Survey, Abstract 326;

THENCE N. 89° 58' 54" W. a distance of 105.72 feet with the North line of said Keller Springs Road to an angle point in the right-of-way;

THENCE N. 56° 19' 03" W. a distance of 90.20 feet with said angle in the right-of-way to a point in the East right-of-way line of Dooley Road;

THENCE N. 0° 03' 47" W. a distance of 1457.70 feet with the East line of said Dooley Road to a point;

THENCE N. 20° 38' 30" W. a distance of 170.87 feet to the apparent West right-of-way line of said Dooley Road;

THENCE S. 0° 03' 47" E. a distance of 313.49 feet with the apparent West line of said Dooley Road to a point;

THENCE N. 89° 23' 56" W. a distance of 208.00 feet to an iron pin;

THENCE N. 0° 14' 32" W. a distance of 161.00 feet to an iron pin;

THENCE N. 89° 56' 00" W. a distance of 203.65 feet to a point;

THENCE N. 20° 38' 30" W. a distance of 2156.07 feet to a point in the apparent East right-of-way line of New Dooley Road, a 100 foot street;

THENCE N. 0° 09' 30" E. a distance of 1189.87 feet with the East line of said New Dooley Road;

THENCE N. 89° 53' 26" E. a distance of 1165.44 feet to a point in the apparent West line of Dooley Road;

THENCE S. 0° 03' 47" E. with the apparent West line of Dooley Road, at 335.02 feet passing a concrete monument for a total distance of 1550.38 feet to an iron pin;

THENCE S. 20° 46' 10" E. a distance of 539.44 feet with the West line of said Dooley Road to an iron pin for the beginning point of a curve to the left;

THENCE in a southeasterly direction with the curved West line of said Dooley Road having a central angle of 69° 19' 04", a radius of 337.18 feet a distance of 407.93 feet to a point in the South right-of-way line of Keller Springs Road;

THENCE N. 89° 54' 46" E. a distance of 2135.61 feet with the South line of said Keller Springs Road to a point in the West right-of-way line of Addison Road;

THENCE S. 0° 14' 20" E. a distance of 307.44 feet with the West line of said Addison Road to an iron pin;

THENCE S. 89° 45' 40" W. a distance of 200.00 feet to a point;

THENCE S. 0° 14' 20" E. a distance of 210.72 feet to a point;

THENCE S. 43° 16' W. a distance of 1595.29 feet to an iron pin;

THENCE S. 46° 44' E. a distance of 202.51 feet to a point;

THENCE S. 20° 43' E. a distance of 350.85 feet to a point;

THENCE N. 69° 17' E. a distance of 30.00 feet to a point;

THENCE N. 71° 12' 51" E. a distance of 185.72 feet to a point;

THENCE N. 44° 44' 08" E. a distance of 7.05 feet to an iron pin found for the Southwest corner of a tract of land conveyed to O.J. Broughton and E.E. Ericson by deed recorded in Volume 4350, Page 491, Deed Records of Dallas County;

THENCE N. 89° 54' 40" E. a distance of 819.46 feet with the South line of the Broughton tract to an iron pin in the West line of said Addison Road;

THENCE S. 0° 14' 20" E. a distance of 490.82 feet with the West line of said Addison Road to a point in the apparent common survey line between the William Lomax Survey, Abstract 792, and the E. Cook Survey, Abstract 326;

THENCE S. 89° 37' 20" E. a distance of 58.08 feet with said common survey line to a point in the West line of said Addison Road and the beginning of a curve to the left;

THENCE Southerly with said curve, and the West line of Addison Road, having a central angle of 1° 53' 11", a radius of 746.30 feet, for a distance of 24.57 feet;

THENCE S. 26° 12' 50" E. 34.05 feet with the West line of Addison Road to the beginning of a curve to the right;

THENCE in a southeasterly direction with the curved West line of said Addison Road having a central angle of 25° 50', a radius of 686.30 feet for a distance of 309.44 feet;

THENCE S. 0° 22' 50" E. a distance of 2081.91 feet with the West line of said Addison Road to an angle point in the right-of-way;

THENCE N. 89° 37' 10" E. a distance of 10.00 feet with said angle in the right-of-way to a point in the West line of said Addison Road;

THENCE S. 0° 22' 50" E. a distance of 812.30 feet with the West line of Addison Road to a point;

THENCE S. 69° 37' W. a distance of 185.70 feet to a point;

THENCE S. 0° 22' 50" E. a distance of 263.11 feet to a point;

THENCE S. 66° 06' 26" W. a distance of 17.27 feet to a point;

THENCE S. 0° 22' 50" E. a distance of 211.04 feet to an iron pin in the North right-of-way line of the St. Louis and Southwestern Railroad;

THENCE S. 66° 06' 26" W. a distance of 759.90 feet with the North line of said St. Louis and Southwestern Railroad to an iron pin and the most easterly corner of Addison Airport Industrial District;

THENCE N. 67° 01' 55" W. a distance of 273.80 feet to an iron pin in the easterly line of said Addison Airport Industrial District;

THENCE N. 20° 39' 35" W. a distance of 572.28 feet with the easterly line of said Addison Airport Industrial District to an iron pin;

THENCE S. 75° 48' 25" W. a distance of 448.95 feet to a point;
 THENCE N. 89° 56' 35" W. a distance of 658.63 feet to a point;
 THENCE N. 0° 03' 25" E. a distance of 160.00 feet to a point;
 THENCE N. 89° 56' 35" W. a distance of 160.00 feet to a point in the East right-of-way line of Dooley Road;
 THENCE N. 0° 03' 25" E. a distance of 10.00 feet with the East line of Dooley Road to a point;
 THENCE S. 89° 56' 35" E. a distance of 797.46 feet to a point;
 THENCE N. 75° 48' 25" E. a distance of 408.36 feet to an iron pin in the easterly line of said Addison Airport Industrial District;
 THENCE N. 20° 39' 35" W. a distance of 2386.20 feet with the easterly line of said Addison Airport Industrial District to an iron pin for the northeast corner of Addison Airport Industrial District;
 THENCE N. 20° 43' 53" W. a distance of 320.72 feet to an iron pin;
 THENCE N. 89° 49' 30" E. a distance of 9.98 feet to an iron pin;
 THENCE N. 20° 17' 10" W. a distance of 389.50 feet to an iron pin;
 THENCE N. 89° 54' 10" W. a distance of 117.08 feet to an iron pin in the apparent East right-of-way line of said Dooley Road;
 THENCE N. 0° 05' 50" E. a distance of 502.30 feet with the apparent East line of said Dooley Road to the place of beginning and containing 365.340 acres of land, more or less, save and except the following 1 acre tract;

Beginning at a fence post found for the apparent intersection of the North right-of-way line of Keller Springs Road, a 50 foot street, and the East line of Dooley Road, a 60 foot street, said point being S. 89° 58' 54" E. 30.00 feet, thence N. 0° 05' 50" E. 25.0 feet from the apparent northwest corner of the E. Cook Survey, Abstract 326; Thence N. 89° 58' 54" W. 105.72 feet with the apparent North line of Keller Springs Road; Thence N. 56° 19' 03" W. 90.20 feet to a point in the East line of Dooley Road; Thence N. 0° 03' 47" W. 1457.70 feet with the apparent East line of Dooley Road; Thence N. 20° 38' 30" W. 170.87 feet to a point in the apparent West line of Dooley Road and the BEGINNING POINT of this description;

THENCE S. 0° 03' 47" E. 209.0 feet with the West line of Dooley Road;
 THENCE N. 89° 23' 56" W. 208.0 feet to an iron pin;
 THENCE N. 0° 14' 32" W. 209.0 feet to an iron pin;
 THENCE S. 89° 23' 56" E. 208.0 feet to the place of beginning and containing 1.0 acres of land, more or less.

The plat hereon is a true and accurate representation of the property as determined by actual survey, the lines and dimensions of said property being as indicated by the plat; all improvements being within the boundaries of the property.

Easements of record that could be located are shown. This plat is subject to any easements of record not shown.

5 JAN 1977
 Date

W. J. Wischmeyer
 W. J. Wischmeyer
 Registered Professional Engineer



EXHIBIT "A"
 PROPERTY MAP
 ADDISON MUNICIPAL AIRPORT
 ADDISON, TEXAS

Riewe & Wischmeyer, Inc.
 CONSULTING ENGINEERS
 DALLAS TEXAS
 DECEMBER 1976

ADDENDUM TO GROUND LEASE,
dated March 2, 1984
by and among
the City of Addison, Texas,
Addison Airport of Texas, Inc.
and Lawson Ridgeway

This Addendum is attached to and made a part of the foregoing and above referenced Lease for all purposes. In the event of conflict or inconsistency between the printed portion of this Lease and this Addendum, the terms of this Addendum shall control.

A. The words "general office uses" are added to the list of the purposes for which Tenant may use and occupy the demised premises contained in paragraph 6 of the printed portion of this Lease.

B. To induce Landlord to allow use and occupancy of the demised premises for general office purposes, Tenant agrees to give preference to prospective office tenants whose businesses are aeronautically related (hereinafter referred to as "preferred tenant") conditioned upon (i) availability of space, (ii) willingness of the preferred tenant to pay market rental rates, (iii) the preferred tenant's credit standing favorably comparing to those of other prospective tenants, and (iv) willingness of the preferred tenant to enter into a term of agreement comparable to those offered by other prospective tenants.

EXECUTED the day and year first above written.

ASSIGNOR:

James Redgenway

ASSIGNEE:

James Redgenway
President, Great Southwest Homes, Inc.
CONSENT OF LESSOR

The undersigned is the Lessor in the lease described in the foregoing Assignment and hereby consents to the assignment of the lease to Assignee, waiving none of their rights thereunder as to the Lessee or the Assignee.

LESSOR:

CITY OF ADDISON

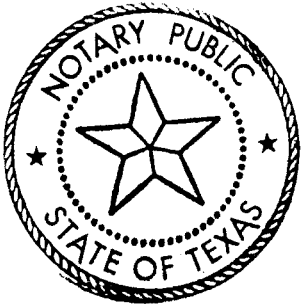
By *Jerry Redden*
ADDISON AIRPORT OF TEXAS, INC.

By *[Signature]*

THE STATE OF TEXAS X

COUNTY OF DALLAS X

This instrument was acknowledged and sworn and subscribed to before me on this the 23rd day of October, 1985.



[Signature]
Notary Public, State of Texas

ASSIGNMENT OF LEASE

THIS AGREEMENT is made this the 31st day of May, 1988, at Addison, Texas, between GREAT SOUTHWEST HOMES, INC., a Texas corporation, hereinafter called "Assignor", and TARFIVE, INC., a Texas corporation, hereinafter called "Assignee".

WHEREAS, a lease executed on March 2, 1984 between CITY OF ADDISON and ADDISON AIRPORT OF TEXAS, INC. as Lessor, and LAWSON RIDGEWAY as Lessee, by the terms of which certain real property located on the Addison Airport was leased to the Lessee upon the terms and conditions provided therein; and

WHEREAS, an Assignment of Lease executed on October 23, 1985, between CITY OF ADDISON and ADDISON AIRPORT OF TEXAS, INC., as the Lessor, and the Assignor as Lessee upon the terms and conditions provided therein; and

WHEREAS, the Assignor now desires to assign the lease to Assignee, and the Assignee desires to accept the assignment thereof;

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), receipt of which is hereby acknowledged, and the agreement of the Assignee, hereinafter set forth, the Assignor hereby assigns and transfers to the Assignee, its successors and assigns, all of its right, title and interest in and to the lease hereinbefore described, a copy of which is attached hereto as Exhibit "A", and the Assignee hereby agrees to and does accept the assignment, and in addition expressly assumes and agrees to keep, perform and fulfill all the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by the Assignor as the Lessee thereunder, including the making of all payments due to or payable on behalf of the Lessor under said lease when due and payable.

This agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

EXECUTED the day and year first above writtn.

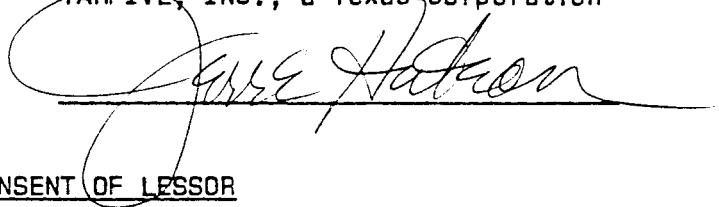
ASSIGNOR:

GREAT SOUTHWEST HOMES, INC., a
Texas corporation



ASSIGNEE:

TARFIVE, INC., a Texas corporation

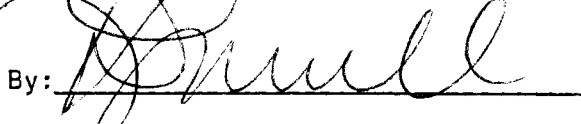


CONSENT OF LESSOR

The undersigned is the Lessor in the lease described in the foregoing Assignment and hereby consents to the assignment of the lease to Assignee, waving none of their rights thereunder as to the Lessee or the Assignee.

LESSOR:

CITY OF ADDISON

By: 

ADDISON AIRPORT OF TEXAS, INC.

By: 

STATE OF TEXAS }
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared LAWSON RIDGEMAN
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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of MAY, 19 88.

Diana Saucier
Notary Public DIANA SAUCIER

County, Texas



Notary Public, State of Texas
My Commission Expires 9-25-84

STATE OF TEXAS }
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Jerre Huton
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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of June, 19 88.

Diana Saucier
Notary Public Diana Saucier

County, Texas



DIANA SAUCIER
COMMISSION EXPIRES
SEPTEMBER 25, 1989

STATE OF TEXAS }
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared D. LYNN SPRULL
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 purpose and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of AUGUST, 19 88.

Gregory L Dunham
Notary Public Dallas

County, Texas



GREGORY L DUNHAM
Notary Public, State of Texas
My Commission Expires Mar. 19, 1990

STATE OF TEXAS }
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Sami Stewart
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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of July, 19 88.

Millene Harris
Notary Public Dallas

County, Texas

Commission Expires 08/16/89

EXHIBIT "A"

Being a LEASEHOLD ESTATE In and to the following described property as created by that certain Ground Lease Agreement by and between the City of Addison, a municipal corporation and Addison Airport of Texas, Inc., a Texas corporation, Lessor and Lawson Ridgeway and/or Assigns, Lessee, dated ___-___-___, recorded in Volume 86022, Page 0124, Deed Records, Dallas County, Texas; as assigned to Great Southwest Homes, Inc. by Assignment of Lease attached to said Lease; and being more particularly described as follows:

BEING a tract of land situated In the William Lomax Survey, Abstract No. 792, Dallas County, Texas, also being located on Addison Municipal Airport, Addison, Texas, and being more particularly described as follows:

COMMENCING at the Intersection of the South right-of-way line of Westgrove Road and the West right-of-way line of Addison Road;

THENCE, West along the South right-of-way line of Westgrove Road a distance of 759.59 feet to a point in the West right-of-way line of Claire Chennault (60-foot R.O.W.); said point being the Point of Beginning;

THENCE, South 0 deg. 07 min. 20 sec. East, along the said West right-of-way a distance of 260.00 feet to a point;

THENCE, West a distance of 260.55 feet to a point;

THENCE, North a distance of 260.00 feet to a point on the South right-of-way of Westgrove Road;

THENCE, East along said South right-of-way a distance of 260.00 feet to the Point of Beginning and containing 1.554 acres of land, more or less.

When recorded, RETURN TO:

Kathryn Nicholson
4750 East McDermott, Secretariat & Minick
5400 Paradise Tower
1201 Elm Street
Dallas, Texas 75270

COUNTY CLERK WARD
PORTIONS OF THIS
DOCUMENT NOT
RECORDED
WAS RECORDED

11:00 DEED
10/10/88

STATE OF TEXAS §
COUNTY OF DALLAS §

SUBSTITUTE TRUSTEE'S DEED

This SUBSTITUTE TRUSTEE'S DEED ("Deed") is executed as of the 7th day of September, 1988, by the Substitute Trustee.

W I T N E S S E T H :

WHEREAS, GREAT SOUTHWEST HOMES, INC., a Texas corporation ("Grantor"), executed and delivered to DAVID T. OBERFELL, as trustee ("Trustee"), for the benefit of MBANK DALLAS, NATIONAL ASSOCIATION ("MBank"), a Deed of Trust, Security Agreement and Assignment of Rents (as same may have been heretofore amended, the "Deed of Trust"), dated December 1, 1985, filed of record in Volume 86007, Page 0906 of the Deed of Trust Records of Dallas County, Texas, to secure those certain \$3,700,000.00 Industrial Development Revenue Bonds (Great Southwest Homes, Inc. Center 1 Project) Series 1985 issued by Addison Airport Improvement Authorities, Inc., a Texas non-profit corporation (as same may have been heretofore amended, the "Note"); and

WHEREAS, the Deed of Trust conveyed to the said Trustee, in trust, the entire leasehold estate and interest of the lessee under the Ground Lease dated March 2, 1984, by and among the City of Addison, Texas, Addison Airport of Texas, Inc. and Lawson Ridgeway, which Ground Lease was assigned by Lawson Ridgeway, as lessee thereunder, to Grantor, covering certain land located in Dallas County, Texas, which is as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes, together with all improvements thereon and appurtenances thereto (such land, improvements and appurtenances being hereinafter referred to as the "Real Property") and certain personal property ("Personal Property") situated on or related to the Real Property, which is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference for all purposes, subject, however, to any and all exceptions, encumbrances or other matters affecting title to which the lien of the Deed of Trust is subordinate, whether by operation of law or otherwise (the Real Property, the Personal Property and any and all of Grantor's rights, titles and interests in any other property, whether real or personal, as described or otherwise included as collateral under the Deed of Trust are hereinafter, collectively, referred to as the "Mortgaged Property"); and

WHEREAS, the Note and the liens securing the same have been assigned to MCorp MANAGEMENT SOLUTIONS, INC. ("Beneficiary"), by that certain Assignment of Loan Documents, Liens and Security Interests executed by MBank and dated as of January 1, 1988; and

WHEREAS, default has occurred under the terms of the Note and Deed of Trust and Beneficiary, as the current owner and holder of the Note and the beneficiary under the Deed of Trust, in accordance with the terms of the Deed of Trust, removed the Trustee, and the undersigned (the "Substitute Trustee"), was duly appointed as a substitute trustee of the trust created in the Deed

SUBSTITUTE TRUSTEE'S DEED - Page 1

9/13/88 75
88078/1420

38178 1420

of Trust, pursuant to that certain Removal of Trustee and Appointment of Substitute Trustee, dated May 17, 1988, pursuant to which the Beneficiary authorized and directed the Substitute Trustee to sell the Mortgaged Property under the provisions of the Deed of Trust; and

WHEREAS, pursuant to said authorization and direction and fully in accordance with the terms of the Deed of Trust, the Substitute Trustee sold the Mortgaged Property at public auction at the Courthouse door of Dallas County, Texas between the hours of 10:00 a.m. and three (3) hours after such time, on Tuesday, the 6th day of September, 1988, after having given written notice pursuant to Notice of Substitute Trustee's Sale (the "Notice") of the time, place and terms of such proposed sale as prescribed by law and by the terms of the Deed of Trust, by means of (i) having posted or having caused to be posted the Notice for at least twenty-one (21) days preceding the date of sale at the Courthouse door of Dallas County, Texas, (ii) having filed or having caused to be filed the Notice with the Clerk of Dallas County, Texas at least twenty-one (21) days preceding the date of sale, and (iii) having served or having caused to be served a copy of the Notice by certified mail, return receipt requested, on each debtor obligated to pay the debt evidenced by the Note and Deed of Trust at the address for each such debtor according to the current records of Beneficiary, all in accordance with Tex. Prop. Code Ann. §51.002, as heretofore amended; and

WHEREAS, at such sale the Mortgaged Property was sold by the Substitute Trustee to Beneficiary (hereinafter referred to as the "Grantee") at the hour of 10:50 a.m. for and in consideration of the sum of THREE MILLION NINE HUNDRED TWENTY THOUSAND SEVEN HUNDRED TWENTY-THREE AND 80/100 DOLLARS (\$3,920,723.80), the Grantee being the best and highest bidder therefor, and said consideration being the best and highest bid therefor.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Substitute Trustee, by virtue of the powers granted to the Substitute Trustee by the Deed of Trust and the aforesaid Removal of Trustee and Appointment of Substitute Trustee and in consideration of the foregoing premises and of the value expressed above given to the Substitute Trustee, by the said Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY the Mortgaged Property unto the said Grantee.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular, the rights and appurtenances thereto and in any wise belonging, to the said Grantee, its successors and assigns, forever; and for and on behalf of the said Grantor, and the successors and assigns of said Grantor, the Substitute Trustee does hereby bind the said Grantor, and the successors and assigns of said Grantor, to WARRANT and FOREVER DEFEND, all and singular, the Mortgaged Property, insofar as authorized by said Deed of Trust, unto the said Grantee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND this 7th day of September, 1988.

SUBSTITUTE TRUSTEE:

Kathryn Nicholson
 KATHRYN NICHOLSON

STATE OF TEXAS §
COUNTY OF DALLAS §

The foregoing instrument was ACKNOWLEDGED on the 7th day of September, 1988, by KATHRYN NICHOLSON, the Substitute Trustee.

[S E A L]

Catherine M. DeGax
Notary Public, State of Texas

My Commission Expires:



ADDRESS OF GRANTEE
FOR TAX STATEMENTS

Management Solutions, Inc.
P.O. Box 224255
Dallas, Texas 75222-4255
ATTN: Ms. Kathy Rainy

420:0090688B.90
090788CMG1

EXHIBIT "A"

BEING a tract of land situated in the William Lomas Survey, Abstract No. 792, Dallas County, Texas, also being located on Addison Municipal Airport, Addison, Texas, and being more particularly described as follows:
COMMENCING at the intersection of the South right-of-way line of Westgrove Road and the West right-of-way line of Addison Road;
THENCE, West along the South right-of-way line of Westgrove Road a distance of 739.39 ft. to a point in the West right-of-way of Claire Chennault (a 60 ft. ROW); said point being the Point of Beginning;

THENCE, S 0° 07' 20" E, along the said West right-of-way a distance of 260.0 ft. to a point;
THENCE West a distance of 260.33 ft. to a point;
THENCE North a distance of 260.00 ft. to a point on the South right-of-way of Westgrove Road;
THENCE East along the said South right of way a distance of 260.00 ft. to the Point of Beginning, containing 1.336 acres (67,670.8984 sq. ft.) of land, more or less.

Being the same real property covered by lease dated March 2, 1984 referenced in Deed of Trust, Securing Agreement and Assignment of Rents recorded in Volume 84128, Page 4794, Deed of Trust Records, Dallas County, Texas.

EXHIBIT "B"

Personal Property

1. All materials, supplies, equipment, apparatus and other items attached to, installed in or used (temporarily or permanently) in connection with any of the Real Property (as herein defined) at any time from and after the date of the Deed of Trust through and including the date of foreclosure of the lien of the Deed of Trust, and all renewals, replacements, and substitutions thereof and additions thereto, including but not limited to any and all partitions, ducts, shafts, pipes, radiators, conduits, wiring, window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, stokers, pumps, dynamos, transformers, generators, fans, blowers, vents, switchboards, elevators, mail conveyors, escalators, compressors, furnaces, cleaning, call and sprinkler systems, fire extinguishing apparatus, water tanks, swimming pools, heating, ventilating, plumbing, laundry, incinerating, air conditioning and air cooling systems, water, gas and electric equipment, disposal, dishwashers, washers, dryers, refrigerators and ranges, cafeteria equipment, and recreational equipment and facilities of all kinds.

2. All of the right, title and interest of Grantor in and to all personal property (other than fixtures) of any kind as defined in Chapter 9 of the Texas Uniform Commercial Code, including but not limited to all furniture, furnishings, equipment, machinery, goods, general intangibles, money, accounts, contract rights, and inventory, now or hereafter located upon, within or about the Real Property, together with all accessories, replacements and substitutions therefor and the proceeds thereof.

420:0090688B.90

5291 82188

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1892 OCT 12 AM 8 40

STATE OF TEXAS
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly re-
corded in the volume and page of the names recited
of Dallas County, Texas as stamped herein by me.

SEP 13 1988



Earl R. Baisley
COUNTY CLERK, Dallas County, Texas

ASSIGNMENT OF LEASE

THIS AGREEMENT is made as of this the 9th day of September, 1988, at Addison, Texas, between MCorp Management Solutions, INC., a Texas corporation, hereinafter called "Assignor", and REALTY ALLIANCE OF TEXAS, LTD., a Texas limited partnership, hereinafter called "Assignee."

TRUST DEED
1/11/89

WHEREAS, a lease was executed on March 2, 1984 between CITY OF ADDISON and ADDISON AIRPORT OF TEXAS, INC. as Lessor, and LAWSON RIDGEWAY as Lessee, by the terms of which certain real property located on the Addison Airport was leased to the Lessee upon the terms and conditions provided therein; and

WHEREAS, an Assignment of Lease was executed on October 23, 1985, between CITY OF ADDISON and ADDISON AIRPORT OF TEXAS, INC., as the Lessor and GREAT SOUTHWEST HOMES, INC., as Lessee upon the terms and conditions provided therein; and

WHEREAS, an Assignment of Lease was executed on May 31, 1988 by and among City of Addison and Addison Airport of Texas, Inc., as the Lessor and Great Southwest Homes, Inc. and Tarfive, Inc., as Lessee upon the terms and conditions provided therein; and

WHEREAS, by Substitute Trustee's Deed dated September 7, 1988, the interest of Tarfive, Inc. was transferred to Assignor; and

WHEREAS, the Assignor now desires to assign the lease to Assignee, and the Assignee desires to accept the assignment thereof;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, and the agreement of the Assignee, hereinafter set forth, the Assignor hereby assigns and transfers to the Assignee, its successors and assigns, all of its right, title and interest in and to the lease hereinbefore described covering the property more particularly described on Exhibit "A" attached hereto and incorporated herein, and the Assignee hereby agrees to and does accept the assignment, and in addition expressly assumes and agrees to keep, perform and fulfill all the terms, covenants,

89004/577

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conditions and obligations required to be kept, performed and fulfilled by the Assignor as the Lessee thereunder, including the making of all payments due to or payable on behalf of the Lessor under said lease when due and payable.

This agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

EXECUTED the day and year first above written.

ASSIGNOR:

MCORP MANAGEMENT SOLUTIONS, INC.,
a Texas corporation

By: [Signature]
Name: _____
Title: _____

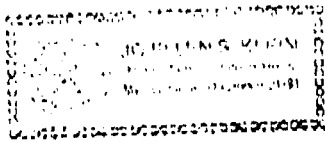
ASSIGNEE:

REALTY ALLIANCE OF TEXAS, LTD.,
a Texas limited partnership
By: Texas Associated Realty, Inc.
(Its General Partner)

By: [Signature]
Jerre Hutson Vice President

STATE OF TEXAS
COUNTY OF Dallas

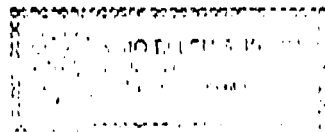
This instrument was acknowledged before me on 11-18-88 by Kathy Burch Vice Pres. of MCorp Management Solutions, Inc. a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public Signature
Ellen S. Klein
Notary Public Printed or Typed Name
My commission expires: 9-21-91

STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on 11-18-88 by Jerre Hutson Vice Pres. of Texas Associated Realty, Inc. a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public Signature
Ellen S. Klein
Notary Public Printed or Typed Name
My commission expires: 9-21-91

2571D092485B.00
092788jdk1

39006 0578

EXHIBIT "A"

Being a LEASEHOLD ESTATE in and to the following described property as created by that certain Ground Lease Agreement by and between the City of Addison, a municipal corporation and Addison Airport of Texas, Inc., a Texas corporation, Lessor and Lawson Ridgeway and/or Assigns, Lessee, dated 10-23-35, recorded in Volume 86022, Page 0124, Deed Records, Dallas County, Texas; as assigned to Great Southwest Homes, Inc. by Assignment of Lease attached to said Lease; and being more particularly described as follows:

BEING a tract of land situated in the William Lomax Survey, Abstract No. 797, Dallas County, Texas, also being located on Addison Municipal Airport, Addison, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the South right-of-way line of Westgrove Road and the West right-of-way line of Addison Road;

THENCE, West along the South right-of-way line of Westgrove Road a distance of 759.59 feet to a point in the West right-of-way line of Claire Chennault (60-foot R.O.W.); said point being the Point of Beginning;

THENCE, South 0 deg. 07 min. 20 sec. East, along the said West right-of-way a distance of 260.00 feet to a point;

THENCE, West a distance of 260.55 feet to a point;

THENCE, North a distance of 260.00 feet to a point on the South right-of-way of Westgrove Road;

THENCE, East along said South right-of-way a distance of 260.00 feet to the Point of Beginning and containing 1.534 acres of land, more or less.

Page 1 of 1

GSW Center

Return to:

Kathryn K. Minton
Winstead, McGuire, Seabrook & Minick
8400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270

89004 0579

STATE OF TEXAS
COUNTY OF DALLAS
JAN 6 1980

Any person who...
STATE OF TEXAS
COUNTY OF DALLAS
JAN 6 1980

JAN 6 1980



Earl R. Rainey
COUNTY CLERK, DALLAS COUNTY, TEXAS

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1980

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ASSIGNMENT OF GROUND LEASE

THIS AGREEMENT is made as of this the ^{7th} 15 day of March, 1990, at Addison, Texas, between REALTY ALLIANCE OF TEXAS, LTD., a Texas limited partnership, hereinafter called "Assignor", and ITALIX ACQUISITION CORPORATION, a Texas corporation, hereinafter called "Assignee."

WHEREAS, a lease (the "Lease") was executed on March 2, 1984 between CITY OF ADDISON and ADDISON AIRPORT OF TEXAS, INC. as Lessor, and LAWSON RIDGEWAY as Lessee, by the terms of which certain real property located on the Addison Airport was leased to the Lessee upon the terms and conditions provided therein;

WHEREAS, an Assignment of Lease was executed on October 23, 1985, between CITY OF ADDISON and ADDISON AIRPORT OF TEXAS, INC., as the Lessor and GREAT SOUTHWEST HOMES, INC., as Lessee upon the terms and conditions provided therein;

WHEREAS, an Assignment of Lease was executed on May 31, 1988 by and among City of Addison and Addison Airport of Texas, Inc., as the Lessor and Great Southwest Homes, Inc. and Tarfive, Inc., as Lessee upon the terms and conditions provided therein;

WHEREAS, by Substitute Trustee's Deed dated September 7, 1988, the interest of Tarfive, Inc. was transferred to MCORP MANAGEMENT SOLUTIONS, INC., a Texas corporation ("MSI");

WHEREAS, an Assignment of Lease was executed on September 8, 1988, by MSI and Assignor, as Lessee, upon the terms and conditions provided therein; and

WHEREAS, the Assignor now desires to assign the Lease to Assignee, and the Assignee desires to accept the assignment thereof.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, and the agreement of the Assignee, hereinafter set forth, the Assignor hereby assigns and transfers to the Assignee, its successors and assigns, all of its right, title and interest in and to the Lease hereinbefore described covering the property

more particularly described on Exhibit "A" attached hereto and incorporated herein, and the Assignee hereby agrees to and does accept the assignment, and in addition expressly assumes and agrees to keep, perform and fulfill all the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by the Assignor as the Lessee thereunder, including the making of all payments due to or payable on behalf of the Lessor under said Lease when due and payable.

This agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

EXECUTED the day and year first above written.

ASSIGNOR:

REALTY ALLIANCE OF TEXAS, LTD.,
a Texas limited partnership

By: Pine Valley Resources Corporation,
an Ohio corporation, its sole
general partner

By: [Signature]
Name: Richard Q. Wheeler
Title: Director

ASSIGNEE:

ITALIX ACQUISITION CORPORATION,
a Texas corporation

By: [Signature]
Name: Richard Q. Wheeler
Title: Director

CONSENT OF LESSOR

The undersigned is the Lessor in the Lease described in the foregoing Assignment and hereby consents to the assignment of the Lease to Assignee waiving none of their rights thereunder as to the Lessee or the Assignee.

LESSOR:

CITY OF ADDISON

By: [Signature]

Name: LYNN SPRUILL

Title: MAYOR

ADDISON AIRPORT OF TEXAS, INC.

By: [Signature]

Name: SAM STUART

Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared James Watson, Vice President of PINE VALLEY RESOURCES CORPORATION, an Ohio corporation, sole general partner in REALTY ALLIANCE OF TEXAS, LTD., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and limited partnership and in the capacity therein stated.

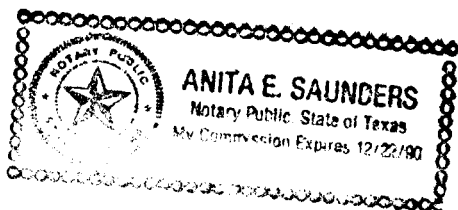
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of February, 1990.

[Signature]
Notary Public - State of Texas

My Commission Expires:

12/22/90

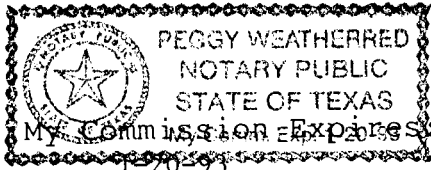
Anita E. Saunders
Printed/Typed Name of Notary Public



STATE OF TEXAS §
 §
COUNTY OF DALLAS §
 TARRANT

BEFORE ME, the undersigned Notary Public, on this day personally appeared Richard O. Wheeler, of ITALIX ACQUISITION CORPORATION, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and limited partnership and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of February, 1990.



Peggy Weatherred
Notary Public - State of Texas
Peggy Weatherred

Printed/Typed Name of Notary Public

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Lynn Spruill, of the CITY OF ADDISON, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of February, 1990.

Gretchen S. Acevedo
Notary Public - State of Texas

My Commission Expires:
September 26, 1993

GRETCHEN S. ACEVEDO
Printed/Typed Name of Notary Public



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Sam Stuart, of ADDISON AIRPORT OF TEXAS, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and limited partnership and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of February, 1990.

Willene Paris
Notary Public - State of Texas

My Commission Expires:
08/16/92

WILLENE PARIS
Printed/Typed Name of Notary Public

257:D890410ZZZ.00
022090/lpl

ASSIGNMENT OF GROUND LEASE

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS ASSIGNMENT OF GROUND LEASE (the "Assignment"), is entered into and effective as of March 31, 1999, at Addison, Texas, between ITALIX ACQUISITION CORPORATION ("Assignor") and AIR 276 I, L.P., a Texas limited partnership ("Assignee").

WHEREAS, Assignor is the Lessee under that certain GROUND LEASE as described and defined on Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, the Assignor now desires to assign the Ground Lease to Assignee, and Assignee desires to accept the Assignment thereof; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

AGREEMENT

1. Assignor hereby assigns, bargains, sells and conveys to Assignee, effective as of the date above, all of Assignor's rights, title and interest in and to the Ground Lease.
2. Prior to the effective date of this Assignment, Assignee agrees to pay an Assignment Fee in the amount of Four Hundred Fifty Dollars and No/100 (\$450.00) to Landlord.
3. Assignee hereby agrees to be bound by and to comply with the terms of this Ground Lease.
4. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

EXECUTED the day and year first above written.

ASSIGNOR:

ITALIX ACQUISITION CORPORATION

By: James D. Pratt
James D. Pratt, President

ASSIGNEE:

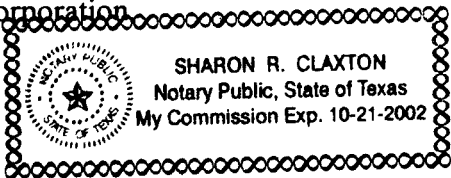
AIR 276 I, L.P., a Texas limited partnership

By: Air 276, Inc., a Texas corporation

By: *[Signature]*
Gary B. Crouch, President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30 day of March, 1999 by JAMES D. PRATT, President of ITALIX ACQUISITION CORP., a Texas corporation on behalf of said corporation.



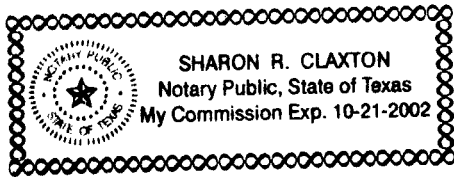
My Commission Expires:
10-21-2002

Sharon R. Claxton
Notary Public, State of Texas

SHARON R. CLAXTON
(Printed or Typed Name of Notary)

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30 day of March, 1999 by GARY B. CROUCH, President of AIR 276, INC., a Texas corporation, general partner of AIR 276 I, LTD., a Texas limited partnership on behalf of said partnership.



My Commission Expires:
10-21-2002

Sharon R. Claxton
Notary Public, State of Texas

SHARON R. CLAXTON
(Printed or Typed Name of Notary)

EXHIBIT "A"

LEGAL DESCRIPTION

Being a Leasehold Estate in and to the real property described below as created by that certain Ground Lease Agreement (the "Ground Lease") by and between the City of Addison, Texas, a municipal corporation and Addison Airport of Texas, Inc., a Texas corporation, collectively as Landlord and Lawson Ridgeway and/or assigns ("Lawson"), as Tenant, recorded in Volume 86022, Page 0124 of the Deed Records of Dallas County, Texas, and (i) as assigned to Great Southwest Homes, Inc. ("GSW") by Assignment of Lease (a copy of which was attached to the Ground Lease); (ii) as assigned by GSW to Tarfive Inc. by Assignment of Lease dated May 31, 1988, recorded as an attachment to instrument recorded in Volume 90054, Page 1648, Deed Records, Dallas County, Texas; (iii) as assigned and acquired by MCorp Management Solutions, Inc. ("MCorp") by Substitute Trustee's Deed dated September 7, 1988 recorded in Volume 88178, Page 1420, Deed Records, Dallas County, Texas following foreclosure of that certain Deed of Trust, Security Agreement and Assignment of Rents dated December 1, 1985, recorded in Volume 86007, Page 0906, Deed of Trust Records, Dallas County, Texas; (iv) as assigned by MCorp to Reality Alliance of Texas, Inc. ("Reality") by Assignment of Lease dated September 8, 1988 recorded in Volume 89004, Page 0577, Deed Records, Dallas County, Texas; (v) as assigned by Reality to Italix Acquisition Corporation by Assignment of Ground Lease dated March 15, 1990, recorded in Volume 90054, Page 1648, Deed Records, Dallas County, Texas; and (vi) as assigned to Air 276 I, L.P., by Assignment of Ground Lease dated March 30, 1999 and filed in the Deed Records of Dallas County, Texas.

The property covered by the leasehold estate created pursuant to the Ground Lease is as follows:

Description of a 1.5535 acre tract of land in the Town of Addison, Texas, being in the William Lomax Survey, Abstract No. 792, Dallas County, Texas, also being located on Addison Municipal Airport, Addison, Texas and being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "Powell & Powell" cap found for corner at the intersection of the West right of way line of Claire Chennault (60-feet wide, undedicated right-of-way at this point) and the South right-of-way line of Westgrove Road (60-foot right-of-way at this point);

THENCE, SOUTH 00 degrees 07 minutes 20 seconds East, with said West line of Claire Chennault, a distance of 260.00 feet to a 1/2-inch iron rod with "Powell & Powell" cap found for corner;

THENCE, WEST, a distance of 260.55 feet to an "x" cut in concrete found for corner, said point being the Southeast corner of that tract of land described in Ordinance No. 085-049 enacted by the City Council of the Town of Addison on the 13th day of August, 1985, to designate said tract as Planned Development, District "PD";

THENCE, NORTH, with the East line of said Planned Development tract, a distance of 260.00 feet to a 1/2-inch iron rod with "Powell & Powell" cap found for corner, said point being in said South right-of-way line of Westgrove Road;

THENCE, EAST, with said South line of Westgrove Road, a distance of 260.00 feet to the POINT OF BEGINNING;

CONTAINING, 67,671 square feet or 1.5535 acres of land, more or less.

ASSIGNMENT OF GROUND LEASE
(Air 276 I, L.P. and Fortune Capital, Inc. to ADS Air 2000, L.P.)

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS ASSIGNMENT OF GROUND LEASE (the "Assignment"), is entered into and effective as of July 7, 2000, at Addison, Texas, between AIR 276 I, L.P., a Texas limited partnership, and FORTUNE CAPITAL, INC., a Texas corporation (collectively, "Assignor") and ADS AIR 2000, L.P., a Texas limited partnership ("Assignee").

WHEREAS, a Ground Lease was executed on March 2, 1984 between the City of Addison and Addison Airport of Texas as the Landlord and Lawson Ridgeway as the Tenant recorded in Volume 86022, Page 0124, of the Deed Records of Dallas County, Texas, by the terms of which certain real property located on Addison Airport was leased to Lawson Ridgeway; and

WHEREAS, by that Assignment of Lease dated October 23, 1985, recorded in Volume 86022, Page 0124 of the Deed Records of Dallas County, Texas, the above described Ground Lease was assigned from Lawson Ridgeway as assignor to Great Southwest Homes, Inc. as assignee; and

WHEREAS, by that Assignment of Lease dated May 31, 1988, recorded at Volume 90054, Page 1648 of the Deed Records of Dallas County, Texas, the above described Ground Lease was assigned by Great Southwest Homes, Inc. as assignor to Tarfive, Inc. as assignee; and

WHEREAS, by Substitute Trustee's Deed dated September 7, 1988, recorded at Volume 88178, Page 1420 of the Deed Records of Dallas County, Texas, the interest of Tarfive, Inc. was transferred to MCorp Management Solutions, Inc. ("MSI"); and

WHEREAS, by that Assignment of Lease dated September 8, 1988, recorded at Volume 89004, Page 0577 of the Deed Records of Dallas County, Texas, the above described Ground Lease was assigned by MSI as assignor to Realty Alliance of Texas, Ltd. as assignee; and

WHEREAS, by that Assignment of Ground Lease dated March 15, 1990, recorded at Volume 90054, Page 1648 of the Deed Records of Dallas County, Texas, the above described Ground Lease was assigned by Realty Alliance of Texas, Ltd., as assignor to Italix Acquisition Corporation ("Italix") as assignee; and

WHEREAS, by that Assignment of Lease dated March 31, 1999, recorded at Volume 99063, Page 1763 of the Deed Records of Dallas County, Texas, the above described Ground Lease was assigned by Italix as assignor to Air 276 I, L.P.; and

WHEREAS, by Assignment of Ground Lease dated of even date herewith an undivided fifty percent (50%) interest in and to the above described Ground Lease was assigned by Air 276 I, L.P., a Texas limited partnership, to Fortune Capital, Inc., a Texas corporation; and

WHEREAS, the Ground Lease (herein so called) is more particularly described in the attached Exhibit A; and

WHEREAS, the Assignor now desires to assign the Ground Lease to Assignee, and Assignee desires to accept the Assignment thereof; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

AGREEMENT

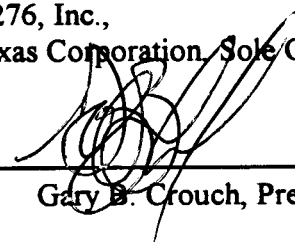
1. Assignor hereby assigns, bargains, sells and conveys to Assignee, effective as of the date above, all of Assignor's rights, title and interest in and to the Ground Lease.
2. Prior to the effective date of this Assignment, Assignee agrees to pay an Assignment Fee in the amount of Four Hundred Fifty Dollars (\$450.00) to Landlord.
3. Assignee hereby agrees to be bound by and to comply with the terms of the Ground Lease.
4. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

EXECUTED the day and year first above written.

ASSIGNOR:

AIR 276 I, L.P.,
a Texas Limited Partnership

By: Air 276, Inc.,
a Texas Corporation, Sole General Partner

By: 

Gary B. Crouch, President

FORTUNE CAPITAL, INC.,
a Texas Corporation

By: [Signature]
Yong Gang Shen, Vice President

ASSIGNEE:

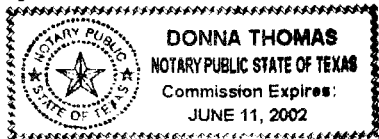
ADS AIR 2000, L.P.,
a Texas Limited Partnership

By: ADS 2000, Inc.
a Texas Corporation
Sole General Partner

By: [Signature]
Tom Bijou, President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

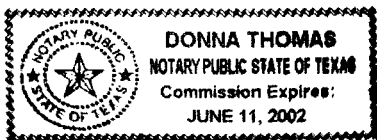
THIS INSTRUMENT was acknowledged before me on the 29 day of June, 2000, by GARY B. CROUCH, President of AIR 276, INC., a Texas corporation, Sole General Partner of 276 AIR I, L.P., a Texas limited partnership, on behalf of said limited partnership.



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS INSTRUMENT was acknowledged before me on the 29 day of June, 2000, by YONG GANG SHEN, Vice President of FORTUNE CAPITAL, INC., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

THIS INSTRUMENT was acknowledged before me on the 7th day of July, 2000, by TOM BIJOU, President of ADS 2000, Inc., a Texas corporation, Sole General Partner of ADS AIR 2000, L.P., a Texas limited partnership, on behalf of said limited partnership.

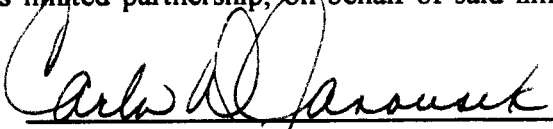

Notary Public, State of Texas

EXHIBIT A

Being a leasehold estate in and to the real property described below as created by that certain Ground Lease (the "Ground Lease") by and between the City of Addison, Texas, a municipal corporation, and Addison Airport of Texas, Inc., a Texas corporation, collectively as landlord and Lawson Ridgeway and/or assigns ("Lawson"), as tenant, recorded in Volume 86022, Page 0124 of the Deed Records of Dallas County, Texas, and (i) as assigned to Great Southwest Homes, Inc. ("GSW") by Assignment of Lease (a copy of which was attached to the Ground Lease); (ii) as assigned by GSW to Tarfive, Inc. by Assignment of Lease dated May 31, 1988, recorded as an attachment to instrument recorded in Volume 90054, Page 1648, Deed Records, Dallas County, Texas; (iii) as assigned and acquired by MCorp Management Solutions, Inc. ("MCorp") by Substitute Trustee's Deed dated September 7, 1988 recorded in Volume 88178, Page 1420, Deed Records, Dallas County, Texas following foreclosure of that certain Deed of Trust, Security Agreement and Assignment of Rents dated December 1, 1985, recorded in Volume 86007, Page 0906, Deed of Trust Records, Dallas County, Texas; (iv) as assigned by MCorp to Reality Alliance of Texas, Inc. ("Reality") by Assignment of Lease dated September 8, 1988 recorded in Volume 89004, Page 0577, Deed Records, Dallas County, Texas; (v) as assigned by Reality to Italix Acquisition Corporation by Assignment of Ground Lease dated March 15, 1990, recorded in Volume 90054, Page 1648, Deed Records, Dallas County, Texas; and (vi) as assigned to Air 276 L.L.P., by Assignment of Ground Lease dated March _____, 1999 and filed in the Deed Records of Dallas County, Texas.

Said Ground Lease covers a portion of the property encumbered by that certain lease entitled Agreement for the Operation of the Addison Airport (the "Operating Agreement") between the City of Addison and Addison Airport, Inc. dated December 30, 1976, as amended, filed October 22, 1997, recorded in Volume 97206, Page 5413, Deed Records of Dallas County, Texas. The terms of the Operating Agreement as they relate to premises covered by the Ground Lease (other than the payment of rent) are incorporated into the Ground Lease during the term of the Operating Agreement, and the interest of Addison Airport, Inc. has been assigned to Addison Airport of Texas, Inc.

The property covered by the leasehold estate created pursuant to the Ground Lease is as follows:

Description of a 1.5535 acre tract of land in the Town of Addison, Texas, being in the William Lomax Survey, Abstract No. 792, Dallas County, Texas, also being located on Addison Municipal Airport, Addison, Texas and being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "Powell & Powell" cap found for corner at the intersection of the West right-of-way line of Claire Chennault (60-foot wide, undedicated right-of-way) and the South right-of-way line of Westgrove Road (60-foot right-of-way at this point);

THENCE, SOUTH 00 degrees 07 minutes 20 seconds East, with said West line of Claire Chennault, a distance of 260.00 feet to a 1/2-inch iron rod with "Powell & Powell" cap found for corner;

THENCE, WEST, a distance of 260.55 feet to an "x" cut in concrete found for corner, said point being the Southeast corner of that tract of land described in Ordinance No. 085-049 enacted by the City Council of the Town of Addison on the 13th day of August, 1985, to designate said tract as Planned Development, District "PD";

Archon Financial
Agreement of Ground Lessor
4444 Westgrove

A-1

THENCE, NORTH, with the East line of said Planned Development tract, a distance of 260.00 feet to a 1/2-inch iron rod with "Powell & Powell" cap found for corner, said point being in said South right-of-way line of Westgrove Road;

THENCE, EAST, with said South line of Westgrove Road, a distance of 260.00 feet to the POINT OF BEGINNING;

CONTAINING, 67,671 square feet or 1.5535 acres of land, more or less.

Archon Financial
Agreement of Ground Lessor
4444 Westgrove

A-2

Council Agenda Item: #R12

DEPARTMENT: City Manager

SUMMARY: During the 2005 Legislative Session, Senate Bill 286 was approved that requires at least one (1) hour of training on the Open Meetings Act for public officials. Officials who are in office before January 1, 2006 have one year to complete the required training. Officials who are elected or appointed on or after January 1, 2006 have ninety (90) days in which to complete the required training. There are no grand-fathering provisions for public officials who may have attended open government training in the past. We are in the process of providing that training to our Councilmembers, P&Z Commissioners, and BZA Members.

Additionally, SB 286 requires public officials to receive at least one (1) hour of training on the Public Information Act, unless the person designated as the Public Information Coordinator receives the training. The City Secretary of the municipality can be designated as the Public Information Coordinator and can satisfy the training requirements of this bill for the Council. The City Secretary already serves as the person responsible for responding to public information requests on behalf of the City and approval of the attached resolution would institutionalize this practice.

By approving the resolution designating the City Secretary as the Public Information Coordinator, our Council, P&Z Members, and BZA Members will not be required to receive the training on the Public Information Act.

FINANCIAL IMPACT: None

RECOMMENDATION:

Staff recommends the Council approve a Resolution designating the City Secretary as the Town's Public Information Coordinator.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE OF THE TOWN OF ADDISON, TEXAS, DESIGNATING A PUBLIC INFORMATION COORDINATOR TO SATISFY THE TRAINING REQUIREMENTS OF TEXAS GOVERNMENT CODE SECTION 552.012; DESIGNATING THE CITY SECRETARY TO SERVE AS THE PUBLIC INFORMATION COORDINATOR; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 552.012 of the Texas Government Code (the "Code") requires each elected or appointed public official who is: (1) a member of a multimember governmental body; (2) the governing officer of a governmental body that is headed by a single officer rather than by a multimember governing body; or (3) the officer for public information of a governmental body, to complete a course of training of at least one hour regarding the responsibilities of the governmental body with which the official serves and its officers and employees under Chapter 552 of the Code (the "Public Information Act" or "Act"); and

WHEREAS, Section 552.012(c) of the Code authorizes a public official to designate a "public information coordinator" to satisfy the training requirements for the public official if the public information coordinator is primarily responsible for administering the responsibilities of the public official or governmental body under the Act; and

WHEREAS, designation of a public information coordinator does not relieve a public official from the duty to comply with any other requirement of the Act that applies to the public official; and

WHEREAS, the City Council of the Town of Addison, Texas believes that it is to the advantage of the City to designate a public information coordinator to satisfy the training requirement of Texas Government Code Section 552.012 in lieu of all of the City's public officials taking the training; and

WHEREAS, of the City's public officials may still take the training at their option.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. Incorporation of Premises. The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof.

Section 2 Designation of Public Information Officer. Pursuant to Section 552.012(c) of the Texas Government Code, the Town Council of the Town of Addison, Texas (the "City") and the City Manager hereby designate a public information coordinator as set forth

in Section 3 below to satisfy the training requirements of Section 552.012 of the Texas Government Code for all of the City's public officials who are subject to such requirements.

Section 3. City Secretary as Public Information Officer. The City Secretary is designated as the City's public information coordinator. The City's public information coordinator is primarily responsible for administering the responsibilities of the City's public officials under the Texas Public Information Act.

Section 4. Training. The City's public information coordinator shall complete the training course regarding the responsibilities of the City's public officials under the Texas Public Information Act not later than the 90th day after the date the coordinator assumes the duties as coordinator.

Section 5. Savings. This Resolution shall be cumulative of all other resolutions of the City and shall not repeal any of the provisions of those resolutions except in those instances where the provisions of those Resolutions are in direct conflict with the provisions of this Resolution.

Section 6. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Resolution are severable, and if any section, paragraph, sentence, phrase, clause or word in this Resolution or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution, and the City Council hereby declares that it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this ___ day of _____, 2006.

Joe Chow, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

CC MEETING: February 21, 2006

DATE: February 14, 2006

TO: Leonard Martin, City Manager

FROM: Ashley D. Mitchell, City Secretary

SUBJECT: RESOLUTION DESIGNATING THE CITY SECRETARY TO SERVE AS PUBLIC INFORMATION COORDINATOR

BACKGROUND:

During the 2005 Legislative Session, Senate Bill 286 was approved that requires at least one (1) hour of training on the Open Meetings Act for public officials. The Texas Attorney General's Office has released a training video that is to be viewed as part of the required training. Officials who are in office before January 1, 2006 have one year to complete the required training. Officials who are elected or appointed on or after January 1, 2006 have ninety (90) days in which to complete the required training. There are no grand-fathering provisions for public officials who may have attended open government training in the past.

Additionally, SB 286 requires public officials to receive at least a one (1) hour of training on the Public Information Act unless the person designated as the Public Information Coordinator receives the training. The City Secretary of the municipality can be designated as the Public Information Coordinator and can satisfy the training requirements of this bill for the Council. The City Secretary already serves as the person responsible for responding to public information requests on behalf of the City and approval of the resolution would institutionalize this practice.

By approving the resolution designating the City Secretary as the Public Information Coordinator, public officials will not be required to receive the training on the Public Information Act.

The City Secretary is obtaining copies of the "Open Government Training" video from the Attorney General's Office for viewing by Council and will coordinate the viewing of the video. The City Secretary will serve as the coordinator for the training and will further serve as the Records Custodian for the certificates.

FINANCIAL IMPLICATIONS:

None

STAFF RECOMMENDATION/ACTION DESIRED:

Approve a Resolution designating the City Secretary as the Public Information Coordinator.

ATTACHMENTS:

Resolution

Council Agenda Item: #R13

SUMMARY:

The Metrocrest Chamber of Commerce is in the process of recruiting nominations for the Leadership Metrocrest program.

FINANCIAL IMPACT:

Budgeted Amount: \$1,620.00 (cost covers two participants)

Cost: \$1,620.00

BACKGROUND:

Nominations for the 2006/07 Class of Leadership Metrocrest are currently being solicited. The Leadership Metrocrest program takes place over a nine-month period beginning with a two-day retreat in September. Participants gain knowledge on a wide range of community and governmental issues, meet community leaders, and generally broaden their knowledge of the Metrocrest community.

The Town has generally sponsored one resident and one staff member to attend Leadership Metrocrest. Feedback from attendees indicates that this has been a very valuable experience. The attendees gain knowledge, understanding, and insights that benefit the Town and the community as a whole.

RECOMMENDATION:

Staff recommends that Council consider sponsoring one resident in the 2006/2007 Leadership Metrocrest class. The City Manager will select the staff member.

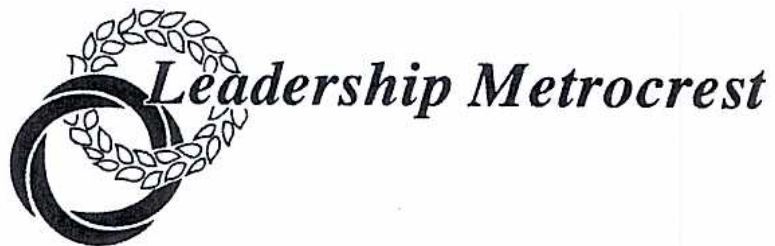
Previous Leadership Metrocrest Participants

Resident Appointments

Rich Beckert
Brad Bradbury
Virgil Burkhart
Greg Hirsch
Elizabeth Knott
Roger Mellow
Scott Wheeler
Todd Meier

Staff Appointments

Mark Acevedo
Sharon Bell
Rob Bourestom
Ron Davis
Hamid Khaleghipour
Noel Padden
Robert Phillips
Chris Terry
Judy Stafford



June 7, 2006

Mr. Ron Whitehead
Town of Addison
P. O. Box 9010
Addison, TX 75001-9010

Dear Ron:

It is recruiting time again for Leadership Metrocrest. We look forward to the Town of Addison participating again this year for Class XVIII of this award winning Leadership Metrocrest Program! This program is a community leadership network and forum, conducted by the **METROCREST Chamber of Commerce**, to assist leaders in better understanding their communities and to facilitate their ability to contribute to the future well-being of those communities. Graduates of the program have found the experience not only educational and enlightening, but have found it useful in facilitating their participation in many levels of community service.

Over 400 area business, education, government, civic and community participants have graduated from the program over the past seventeen years. Please feel free to contact me at 972-416-6600 regarding the program or the application process. The deadline for submitting your application is August 11, 2006.

Can we count on the Town of Addison to join this group of involved citizens and send a participant through the program this year?

Sincerely,

A handwritten signature in cursive script that reads "Rita Moore".

Rita Moore
Program Coordinator

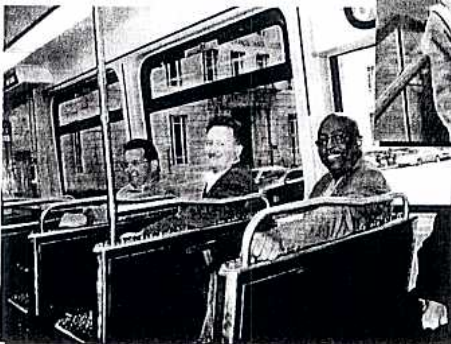
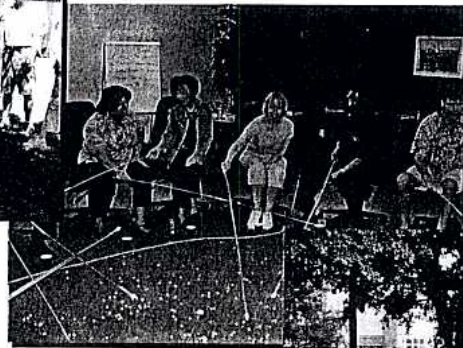
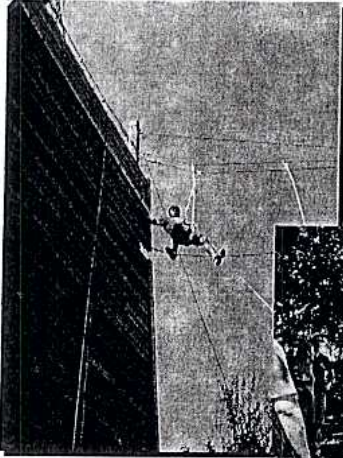


METROCREST

CHAMBER OF COMMERCE
ADDISON, CARROLLTON, FARMERS BRANCH

LEADERSHIP METROCREST

LEADERSHIP METROCREST is a program of the Metrocrest Chamber of Commerce which identifies, educates, trains and motivates potential community leaders. The goal is to provide an extensive and knowledgeable base of understanding and communication links that allow graduates to take leadership roles in the Metrocrest civic, business and non-profit organizations.



The nine-month course begins in September with a mandatory two-day retreat. Class members meet one day a month studying various aspects of the Metrocrest's inner workings, such as city, county and state government, education, business, criminal justice, economic development, transportation and environment, human services and arts and recreation. Tuition is \$800.00.

**BE PART OF
CLASS XVIII!**

CALL RITA MOORE TODAY FOR
MORE INFORMATION
972-416-6600

Citizen Academy Graduates
All Classes

FirstName	LastName	Street	Suite	City	State	Zip	HomePhone	OfficePhone	Email Address	Class
Anne	Adams	14893 Oaks North Dr.		Dallas	TX	75254	9723863954	9723869656	anne_adams@worldspan.com	CA00
Judy	Barrett	14637 Lexus Ave.		Addison	TX	75001-3132	9723867944	9723867944	jrbrlb@msn.com	CA00
Brad	Bradbury	3918 Bobbin Ln.		Addison	TX	75001-3101	9729808106	9729808106	HCBtex@aol.com	CA00
Gilbert	Bruneman	14848 Winnwood Rd.		Dallas	TX	75254	9722333304	9724897678	gbruneman@aol.com	CA00
Merle	Bruneman	14848 Winnwood Rd.		Dallas	TX	75254	9722333304			CA00
Virgil	Burkhardt	4007 Winter Park Ln.		Addison	TX	75001-4904	9724908517		vgburk@attbi.com	CA00
Karen	Gassett	16301 Ledgement Ln.	Apt. 262	Addison	TX	75001-6213	9722489513	2142372015	kkgassett@worldnet.att.net	CA00
Linda	Groce	4102 Pokolodi Cir.		Addison	TX	75001-3152	9724904326			CA00
Neil	Hewitt	4014 Morman Ln.		Addison	TX	75001-4901	9729341260	9722806716	nhewitt@us.ibm.com	CA00
Gregory	Hirsch	14713 Sherlock Dr.		Addison	TX	75001-3116	4693740717	4693846531	ghirsch@ci.addison.tx.us	CA00
Andrew	Hoelle	3914 Azure Ln.		Addison	TX	75001-6677	9722478106		ahoelle@hotmail.com	CA00
Richard	Jeffcoat	4910 Goodman Ave.	Apt. 1921	Addison	TX	75001-3379	9727611292	9726874788	Bob_Karl@msn.com	CA00
Robert	Karl	15658 Witt Pl.	Apt. 4236	Addison	TX	75001-6677	9723851835			CA00
Elizabeth	Knott	14925 Oaks North Dr.		Dallas	TX	75254	9729606408	2145056555	Elizabeth@knott.org	CA00
Jimmy	Niemann	14921 Bellbrook Dr.		Dallas	TX	75254-7673	9723873135	2147822850	jniemann@e-rewards.com	CA00
Beverly	Roberts	4040 Morman Ln.		Addison	TX	75001-7945	9723929460	9728512181	bevrob2@aol.com	CA00
Kathleen	Schaffer	17037 Knots Landing		Addison	TX	75001-5033	9722480243	9724232225	shomble@aol.com	CA00
Virginia	Wallace	14820 Le Grande Dr.		Addison	TX	75001-4911	9724507038	9729802665	vballace@comcast.net	CA00
Bob	Baumann	4004 Sherry Lane		Addison	TX	75001	9728660070	9728669199	Bob-baumann@attbi.com	CA02
Ted	Bernstein	3875 Weller Run Ct.		Addison	TX	75001	9724069677	N/A	t.bernstein@sbcglobal.net	CA02
Stephen	Blum	17030 Planters Row		Addison	TX	75001	2143947827	9727206645	Steve@frontlineimaging.com	CA02
B.L.	Brady	3876 Weller Run Ct.		Addison	TX	75001	9724886791		blbrady@aol.com	CA02
Anita	Braun	14616 Lexus Avenue		Addison	TX	75001	9723850706		TKBrauns@attbi.com	CA02
Tom	Braun	14616 Lexus Dr.		Addison	TX	75001	9723871557	9725292444	TKBrauns@attbi.com	CA02
Barbara	Colegrove	15022 Bellbrook Drive		Dallas	TX	75254	9723871557		baracole@aol.com	CA02
Patricia	French	3876 Weller Run Ct.		Addison	TX	75001	9724886791	9724886791		CA02
Bob	Jacoby	4016 Rive Lane		Addison	TX	75001	9722334536	2146511447	bjacoby@yahoo.com	CA02
Sheridan	Jones	3911 Bobbin Lane		Addison	TX	75001	9722392239	9722392239	thinkskj@worldnet.att.net	CA02
Ursula	Kelley	14616 Heritage		Addison	TX	75001	9723850171	9725712801	ursula3ita@aol.com	CA02
Dennis	Kraft	14726 Celestial Pl.		Dallas	TX	75254	9727261812	9729915800	Krafthouse@aol.com	CA02
Irina	Marchenko	4130 Proton 50-B		Addison	TX	75001	9723874244		crockie@swbell.net	CA02
Barbara	Mathews	14625 Lexus Avenue		Addison	TX	75001	9726615485	9722326023		CA02
Roger	Mellow	14840 Lochinvar Drive		Dallas	TX	75254	9723875785	9723875785	Roger@mellownet.com	CA02
Margaret	Miles	14664 Bentwater Ct.		Addison	TX	75001	9722436068		fancitoo@attbi.com	CA02
John	Parker	14677 Wayside Ct.		Addison	TX	75001	9722441833	9724041034	jbpph20@aol.com	CA02
Skip	Robbins	14770 Maiden Ct.		Dallas	TX	75254	9727884083	9726057526	skip1019@aol.com	CA02
Phyllis	Silver	15720 Artist Way #4912		Addison	TX	75001	9726224340	9726224340		CA02
Donald	Walden	3785 Waterford Drive		Addison	TX	75001-7955	9722412857			CA02
John	Bailey	4093 Oberlin Way		Addison	TX	75001	2147271347	9726618472	jabailey@mtiamerica.com	CA04
Cathy K.	Bernstein	3875 Weller Run Ct.		Addison	TX	75001	9724069677	n/a	t.bernstein@sbcglobal.net	CA04
Robert D.	Brewster	3781 Waterside Ct.		Addison	TX	75001	9722475968	9724208314	Frog4900@aol.com	CA04
James R.	Christensen	3880 Emerald Ct.		Addison	TX	75001	9726201270	9726503434	jim-christensen@webtv.net	CA04
Alessandra	Day	14593 Blueberry Ct.		Addison	TX	75001	97240-0959		m.day7@comcast.net	CA04
Michael	Day	14593 Blueberry Ct.		Addison	TX	75001	9724060959		m.day7@comcast.net	CA04

**Citizen Academy Graduates
All Classes**

Chris	DeFrancisco	3917 Bobbin Ln.		Addison TX	75001	9723923572	2145154964	Christidefrancisco@frostaffbank.com	CA04
Kathryn	Farrer	4815 Westgrove Dr.	#301	Addison TX	75001	9727139293	n/a	KLFARRER@EV1.net	CA04
Gena Lou	Fulmer	17031 Knots Landing		Addison TX	75001	9722500127	9727536841	genaf@comcast.net	CA04
Carlana	Gilbreth	3728 Brookhaven Club Dr.		Addison TX	75001	9722432861	n/a	n/a	CA04
Glenda	Hoelle	3914 Azure Ln.		Addison TX	75001	9722478106	n/a	ghoelle@yahoo.com	CA04
Albert	Jandura	14936 Oaks North Dr.		Dallas TX	75254	9727020202	9727020202	AJANDURA@swbell.net	CA04
Richard E.	Jeffcoat	15725 Artist Way	#11040	Addison TX	75001	9723851835	n/a	n/a	CA04
Todd C.	Meier	14857 Towne Lake Cir.		Addison TX	75001	9722395882	2145618731	TCM51@msn.com	CA04
Daniel	Moulton	3901 Azure Ln.		Addison TX	75001	9726207523	9726207523	dan.moulton@comcast.net	CA04
Bianca	Noble	4008 Bobbin Ln.		Addison TX	75001	9723858573	9724533186	bianca.noble@verizon.com	CA04
Scott	Noble	4008 Bobbin Ln.		Addison TX	75001	9723858573	9723851880	snoble_99@yahoo.com	CA04
Cathy A.	Norton	14640 Waterview Cr.		Addison TX	75001	9722474047	2143609951	calicatnortone@yahoo.com	CA04
Teresa	Perry	3837 Azure Ln.		Addison TX	75001	9724881862	4692313353	bperrybap@comcast.net	CA04
Sandra	Silver	3822 Canot Ln.		Addison TX	75001	9722430023	9724580400	SJSILVER@swbell.net	CA04
Sheldon	Srulevitch	3832 Park Pl.		Addison TX	75001	9722479667	n/a	RBS99@aol.com	CA04
Sara Lynn	Stokes	3901 Azure Ln.		Addison TX	75001	9726207523	2147682270	lynnstokes@comcast.net	CA04
Alden D.	Tinnin	4130 Proton Dr.	#50-B	Addison TX	75001	9723874244	9727649386	atinnin@swbell.net	CA04
Lori	Ward	14801 Lake Forest Dr.		Dallas TX	75254	9723929295	2148407188	Loriward@Deloitte.com	CA04
Kathryn	Wheeler	14925 Havenshire Pl.		Dallas TX	75254	9725036777	n/a	wheelerskw@comcast.net	CA04
Teresa J.	Wilkin	4133 Towne Green Cir.		Addison TX	75001	2146931503	n/a	teresawilkin@yahoo.com	CA04
Alan	Wood	14609 Lexus Ave.		Addison TX	75001	9729912911	2145593900	alan.b.wood@sbcglobal.net	CA04
Katherine	Wood	14609 Lexus Ave.		Addison TX	75001	9729912911	n/a	Wood_family@sbcglobal.net	CA04
Stanley	Attuguayefio	17200 Westgrove Dr.	Apt. 434	Addison TX	75001	9722503178	n/a	Wood_family@sbcglobal.net	CA04
Bob	Barrett	14637 Lexus Ave.		Addison TX	75001-3132	9723867944	9723867944	jrbrfb@msn.com	CA98
Laurel	Brewster	3822 Azure Ln.		Addison TX	75001-7901			laurel.brewster@dal.frb.org	CA98
Robert	Brewster	3822 Azure Lane		Addison TX	75001				CA98
Lary	Brown	383 Lakeview Court		Addison TX	752001	9726207098	9729970700		CA98
John	Caris	3883 Weller Run Ct.		Addison TX	75001	9722472988			CA98
Doreen	Cluck	3734 Brookhaven Club Dr.		Addison TX	75001	9722413905			CA98
John	Cummings	3817 Azure Ln.		Addison TX	75001-7902	9722471384			CA98
Don	Daseke	5656 Celestial Rd.		Dallas TX	75254	9729609015			CA98
Carol	Doepfner	4006 Bobbin Ln.		Addison TX	75001-3103	9722339722	9723073229		CA98
Mary	Edrich	4015 Bobbin Ln.		Addison TX	75001-3104	9723927561	9723927561		CA98
Bonnie	Hill	14700 Marsh Ln.	#1025	Addison TX	75001	9724889991	9724889990	blbrady1@aol.com	CA98
David	Holmes	3880 Lakeview Ct.		Addison TX	75001	9726209755	9728889382		CA98
Charles	Hughes	14639 Waterview Circle		Addison TX	75001				CA98
Paula	Jandura	14936 Oaks North Dr.		Dallas TX	75254	9727020202		jandura@swbell.net	CA98
John	Jeffers	4015 Bobbin Ln.		Addison TX	75001-3104				CA98
Robert	Mason	3834 Azure Lane		Addison TX	75001	9722410964			CA98
John	Meleky	17030 Vinland Dr.		Addison TX	75001	9722484799	9727132895		CA98
Karen	O'Neill	14723 Sherlock Dr.		Addison TX	75001-3116	9727749534	9726630500		CA98
Peggy	Petty	3768 Waterford Dr.		Addison TX	75001	9724843628	2148558205		CA98
Dee	Saunders	3796 Waterford Dr.		Addison TX	75001-7952	9724881914			CA98
Joan	Tuma	4021 Azure Lane		Addison TX	75001	9723850421			CA98
Dale	Wilcox	3868 Lakeview Ct.		Addison TX	75001				CA98

Citizen Academy Graduates
All Classes

