

Council Agenda Item: #WS1

AGENDA CAPTION:

Discussion regarding the Police Department and Fire Department update for the NBA Tournament.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Police and Fire Departments will discuss the NBA Tournament impact on Addison.

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #WS2

AGENDA CAPTION:

Update on Vitruvian Development.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Discussion regarding Vitruvian Development Update.

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

No Attachments Available

Type:

Arapaho Road Bridge Painting

18-Jan-10

BIDDER			Bid Total
Southwest Building Concepts			\$137,750
Tartob Commercial Services			\$94,675
Triad Painting			\$45,500
Classic City Utility, Inc			\$48,800
Artistic Painting Company			\$134,760

Robin Jones - Street Superintendent

Council Agenda Item: #R 2f

AGENDA CAPTION:

Approval to award a bid in the amount of \$45,500 to Triad Painting to paint the Arapaho Road Bridge.

FINANCIAL IMPACT:

Budgeted Amount: \$50,000

Cost: \$45,500

This project is funded for 2009-10 in the Street Operations Budget

Project Manager: Robin Jones

BACKGROUND:

The blue paint on the Arapaho Road Bridge has oxidized and is in need of cleaning, priming, painting and sealing.

At the January 12, 2010 Council meeting the Town Council, at the advice of staff, rejected all bids for painting the Arapaho Road Bridge. Ten contractors had submitted bids all of which were in amounts higher than budgeted, some substantially higher. Staff believed that by making some modifications to the specifications, this project could be completed within budget. These modifications clarified the surface preparation portion of the specification, and eliminated one of the blue coats of paint.

Staff modified the specifications, sent a request for quotes to the previous bidders, and received five quotes. The low quote of \$45,500 was submitted by Triad Painting. Triad Painting has previously worked for the Landscape Department painting parts of the Blueprints Art Piece on Quorum Drive, and also has the contract for painting all traffic signal poles and arms on Belt Line Road. Early in 2009 Triad painted the signal poles at the Belt Line/Marsh Lane intersection for Public Works.

Additionally, Triad Painting included in their quote the painting of the concrete bridge supports.

RECOMMENDATION:

Staff recommends awarding this contract in the amount of \$45,500 for painting the Arapaho Road Bridge to Triad Painting.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

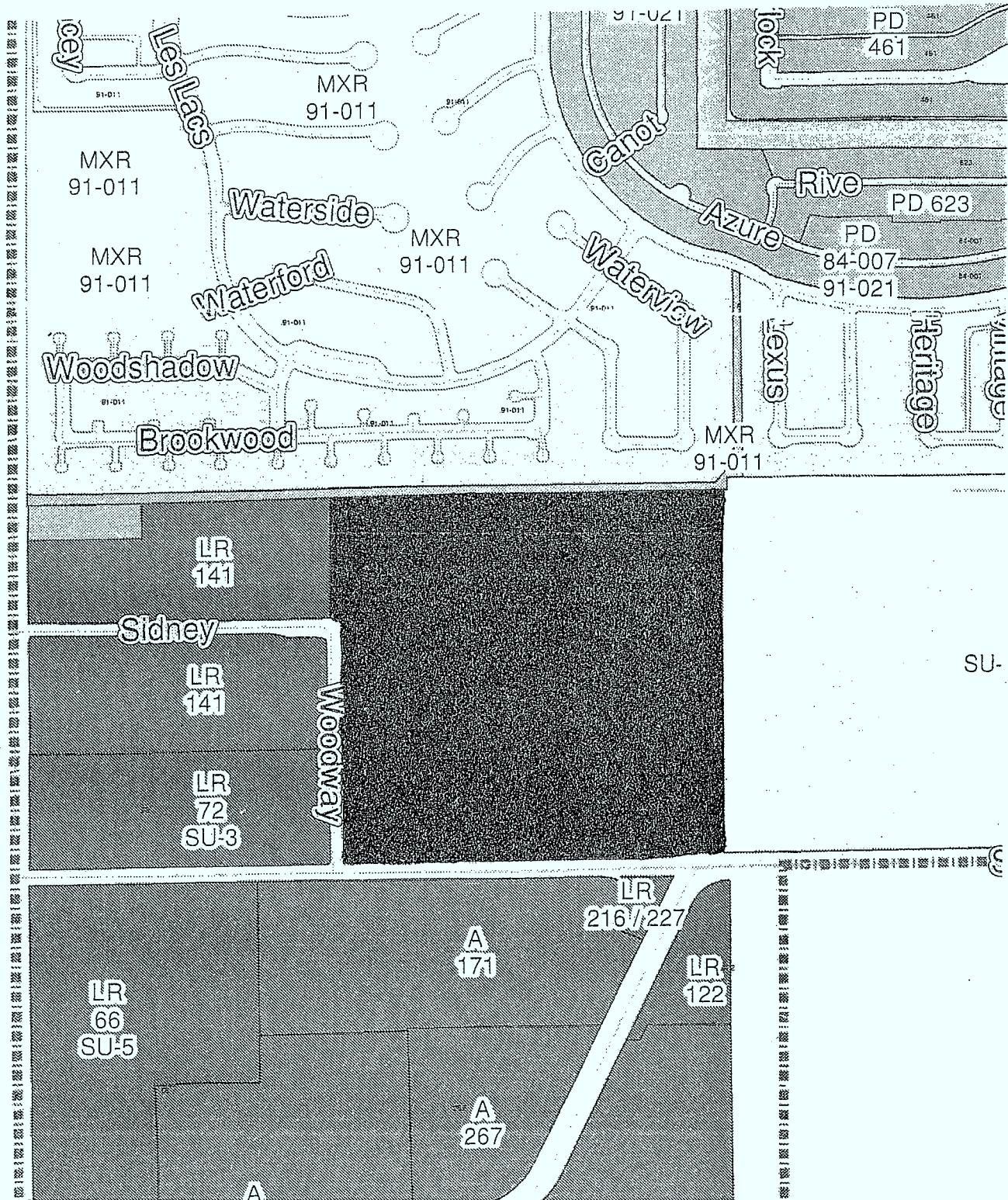
[Bid Tab](#)

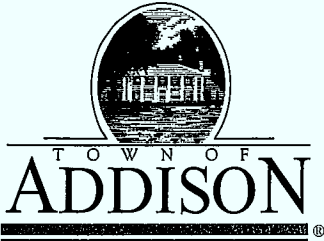
Type:

Backup Material

FINAL PLAT/Loos Addition

FINAL PLAT/Loos Addition. Requesting approval of a final plat for one lot of 40.649 acres, located in an R-1 (Residential-1) district, on the north side of Spring Valley Road, approximately 1,100 feet east of Marsh Lane, on application from the Dallas Independent School District, represented by Mr. Karl Crawley of Masterplan.





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

16801 Westgrove
Post Office Box 9010 Addison, Texas 75001-9010

January 22, 2010

STAFF REPORT

RE: Final Plat Approval

LOCATION: One lot of 40.649 acres, located in an R-1 District on the North side of Spring Valley Road Approximately 1,100 feet east of Marsh Lane

REQUEST: Approval of a final plat

APPLICANT: Dallas Independent School District, represented by Mr. Karl Krawley of Masterplan

DISCUSSION:

Background. The Dallas Independent School District has owned and operated a multi-venue sports complex on this site called Loos Field, since the early 1960s. The site has never been platted, as it was developed before Addison's requirement that sites be platted prior to construction.

At this point, DISD is taking a portion of the 4-.649-acre site and using it to construct the George Herbert Walker Bush Elementary School. In order to construct the school, the site must be platted.

Public Works Review. The Public Works Department has reviewed the proposed plat, and recommends the plat be revised to add the following items:

1. Right-of-way is required to be dedicated in accordance with the Town of Addison Transportation Plan at the proposed intersection of Spring Valley and Brookhaven Club Drive.
2. Revise easements based on latest construction plans.
3. Change all references of "City of Addison" to "Town of Addison."
4. Provide a closure sheet.

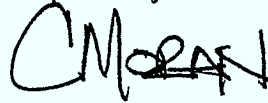
FINAL PLAT/Loos Addiiton
January 22, 2010

Page 2

RECOMMENDATION:

Staff recommends approval of the final for Loos Field Addition subject to the conditions listed above.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "CMORAN". The signature is stylized with a large, looped "C" and "M".

Carmen Moran
Director of Development Services

FINAL PLAT/Loos Addition
February 1, 2010

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 28, 2010, voted to recommend approval of the request for final plat approval for Loos Addition, subject to the following conditions:

1. Right-of-way is required to be dedicated in accordance with the Town of Addison Transportation Plan at the proposed intersection of Spring Valley and Brookhaven Club Drive.
2. Revise easements based on latest construction plans.
3. Change all references of "City of Addison" to "Town of Addison."
4. Provide a closure sheet.

Voting Aye: DeFrancisco, Doherty, Hewitt, Oliver, Resnik, Wheeler, Wood
Voting Nay: none
Absent: none



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

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

Memorandum

To: Carmen Moran
CC: Nancy Cline
From: Clay Barnett
Date: 1/21/2010
Re: Final Plat for Lot 1, Block 1 Loos Addition

-
1. Right-of-way is required to be dedicated in accordance with the Town of Addison Transportation Plan at the proposed intersection of Spring Valley and Brookhaven Club Drive.
 2. Revise easements based on latest construction plans.
 3. Change all references of "City of Addison" to "Town of Addison."
 4. Provide a closure sheet.

Council Agenda Item: #R 2d

AGENDA CAPTION:

FINAL PLAT/Loos Addition. Approval of a final plat for one lot of 40.649 acres, located in an R-1 (Residential-1) district, on the north side of Spring Valley Road, approximately 1,100 feet east of Marsh Lane, on application from the Dallas Independent School District, represented by Mr. Karl Crawley of Masterplan.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on January 28, 2010, voted to recommend approval of the request for final plat approval for Loos Addition, subject to the following conditions:

1. Right-of-way is required to be dedicated in accordance with the Town of Addison Transportation Plan at the proposed intersection of Spring Valley and Brookhaven Club Drive.
2. Revise easements based on latest construction plans.
3. Change all references of "City of Addison" to "Town of Addison."
4. Provide a closure sheet.

Voting Aye: DeFrancisco, Doherty, Hewitt, Oliver, Resnik, Wheeler, Wood
Voting Nay: none
Absent: none

FINANCIAL IMPACT:

No Financial Impact

BACKGROUND:

None

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

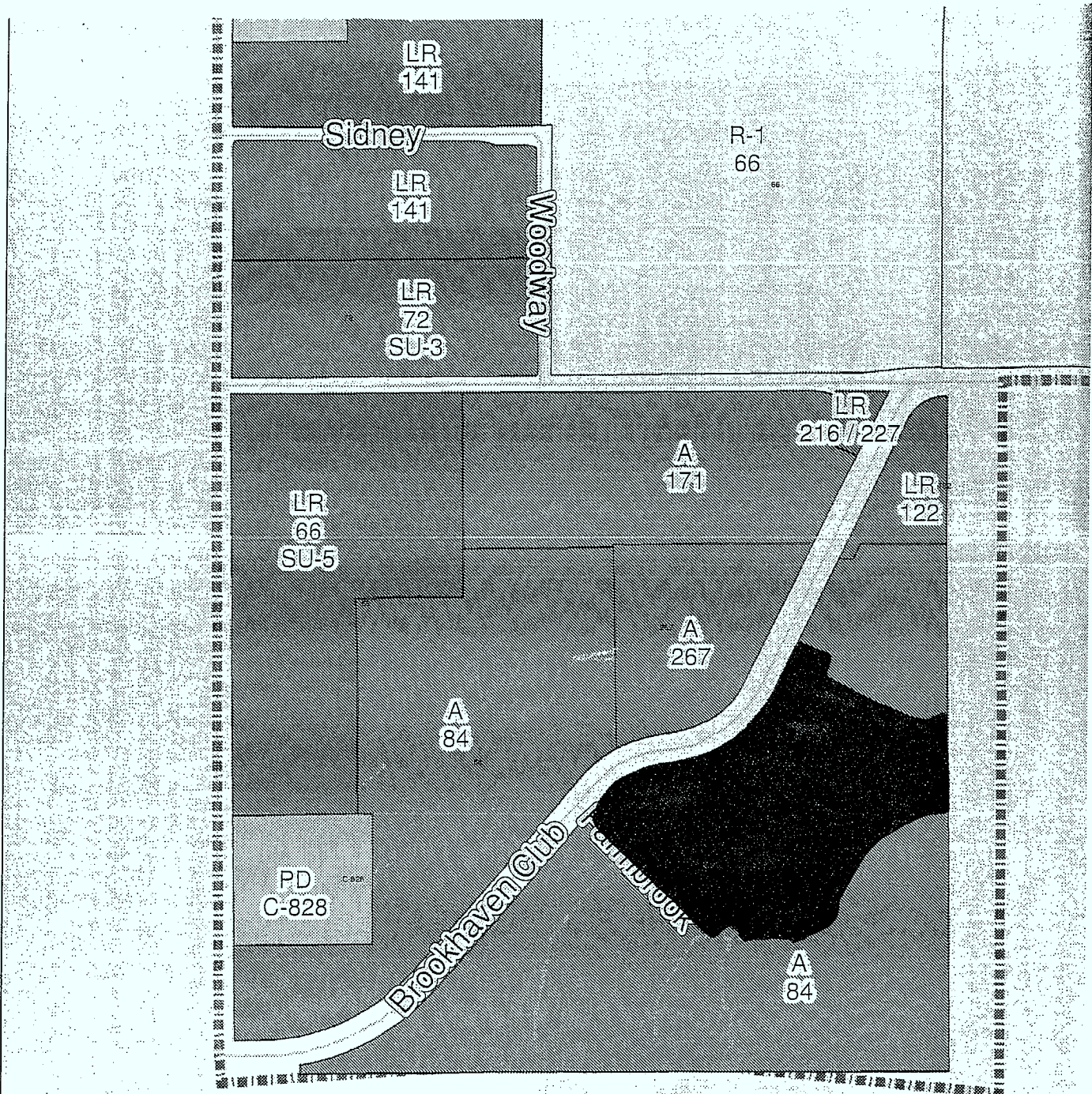
[Docket Map, Staff Report, and Commission Findings](#)

Type:

Backup Material

FINAL PLAT/Lots 1 and 2, Block B, Vitruvian Park Addition

FINAL PLAT/Lots 1 and 2, Block B, Vitruvian Park Addition. Requesting approval of a final plat for two lots totaling 11.6054 acres in the Vitruvian Park development, located at 3900 Brookhaven Club Drive, on application from UDR, represented by Mr. Bruce Dunne of Icon Consulting Engineers, Inc.





DEVELOPMENT SERVICES

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

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

January 22, 2010

STAFF REPORT

RE: Final Plat Approval

LOCATION: Two lots totaling 11.6054 acres in the Vitruvian Park development, located at 3900 Brookhaven Club Drive

REQUEST: Approval of a final plat

APPLICANT: UDR, represented by Mr. Bruce Dune of Icon Consulting Engineers, Inc.

DISCUSSION:

Background. This is the second plat for the Vitruvian Park development. It contains lots 1 and 2, Block B. Lot 2, Block B contains the proposed creek park, which will be dedicated to the Town. The Town, through a Master Facilities Agreement with UDR, is supervising the design of the streets and parks in this development. Icon Engineers has been working with the Public Works staff on the design of the infrastructure and platting, and will continue to work with the staff through final design and construction.

Public Works Review. The Public Works Department has reviewed the proposed plat and recommends the following revisions:

1. The location of the property line along the east boundary is unclear. Additionally there is no instrument reference for the property. There is an electric easement in this area that is not shown. The boundary between the Town of Addison and Farmers Branch should be labeled along with any and all abstract lines. Address as required.
2. Change all "sani" sewer easements to "sanitary" sewer easements.
3. Place a label for DCO Addison at Brookhaven on the face of the plat.
4. On Call 13, South 89d 50m 23s East needs to be revised to North 89d 50m 23s West.
5. Provide a closure sheet.

FINAL PLAT/Lots 12 and 2, Block B, Vitruvian Park Addition
January 22, 2010

Page 2

RECOMMENDATION:

Staff recommends approval of the final for Lots 1 and 2, Block B, Vitruvian Park Addition, subject to the conditions listed above.

Respectfully submitted,

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

Carmen Moran
Director of Development Services



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

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

Memorandum

To: Carmen Moran
CC: Nancy Cline
From: Clay Barnett
Date: 1/20/2010
Re: Final Plat Lots 1 & 2, Block B Vitruvian Park

-
1. The location of the property line along the east boundary is unclear. Additionally there is no instrument reference for the property. There is an electric easement in this area that is not shown. The boundary between the Town of Addison and Farmers Branch should be labeled along with any and all abstract lines. Address as required.
 2. Change all "sani" sewer easements to "sanitary" sewer easements.
 3. Place a label for DCO Addison at Brookhaven on the face of the plat.
 4. On Call 13, South 89d 50m 23s East needs to be revised to North 89d 50m 23s West.
 5. Provide a closure sheet.

FINAL PLAT/Lots 1 and 2, Block B, Vitruvian Park Addition
February 1, 2010

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 28, 2010, voted to recommend approval of the request for Final Plat approval for Lots 2 and 2, Block B, Vitruvian Park Addition, subject to the following conditions:

1. The location of the property line along the east boundary is unclear. Additionally there is no instrument reference for the property. There is an electric easement in this area that is not shown. The boundary between the Town of Addison and Farmers Branch should be labeled along with any and all abstract lines. Address as required.
2. Change all "sani" sewer easements to "sanitary" sewer easements.
3. Place a label for DCO Addison at Brookhaven on the face of the plat.
4. On Call 13, South 89d 50m 23s East needs to be revised to North 89d 50m 23s West.
5. Provide a closure sheet.

Voting Aye: DeFrancisco, Doherty, Hewitt, Oliver, Resnik, Wheeler, Wood
Voting Nay: none
Absent: none

Council Agenda Item: #R 2e

AGENDA CAPTION:

FINAL PLAT/Lots 1 and 2, Block B, Vitruvian Park Addition. Approval of a final plat for two lots totaling 11.6054 acres in the Vitruvian Park development, located at 3900 Brookhaven Club Drive, on application from UDR, represented by Mr. Bruce Dunne of Icon Consulting Engineers, Inc.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on January 28, 2010, voted to recommend approval of the request for Final Plat approval for Lots 2 and 2, Block B, Vitruvian Park Addition, subject to the following conditions:

1. The location of the property line along the east boundary is unclear. Additionally, there is no instrument reference for the property. There is an electric easement in this area that is not shown. The boundary between the Town of Addison and Farmers Branch should be labeled along with any and all abstract lines. Address as required.
2. Change all "sani" sewer easements to "sanitary" sewer easements.
3. Place a label for DCO Addison at Brookhaven on the face of the plat.
4. On Call 13, South 89d 50m 23s East needs to be revised to North 89d 50m 23s West.
5. Provide a closure sheet.

Voting Aye: DeFrancisco, Doherty, Hewitt, Oliver, Resnik, Wheeler, Wood
Voting Nay: none
Absent: none

FINANCIAL IMPACT:

No Financial Impact

BACKGROUND:

None

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[staff report, docket map and Commission findings](#)

Type:

Backup Material

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 010-000

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS CALLING A GENERAL ELECTION TO BE HELD ON MAY 8, 2010 FOR THE PURPOSE OF ELECTING **THREE (3) COUNCILMEMBERS FOR TWO (2) YEAR TERMS EACH; DESIGNATING FOUR (4) POLLING PLACES WITHIN THE CITY; ESTABLISHING OTHER PROCEDURES FOR THE CONDUCT OF THE ELECTION; ESTABLISHING A DATE FOR CANVASSING RETURNS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 41.001 of the Texas Election Code, as amended (the "Code"), specifies that the second Saturday in May shall be a uniform election date and that a general election of a city may be held on such day; and

WHEREAS, the City Council of the Town of Addison, Texas (the "City") has determined that the City shall conduct its general municipal election, in conjunction with Dallas County, on the second Saturday in May, 2010 and

WHEREAS, Section 8.04 of the City Charter provides that in each even-numbered year three (3) Council members shall be elected; and

WHEREAS, the City Council desires to and hereby calls a general election for the purpose of electing **three (3) persons to the office of Councilmember** for two (2) year terms each.

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

Section 1. Incorporation of Preamble. All of the above premises are true and correct and are incorporated into the body of this Ordinance as if copied herein in its entirety.

Section 2. Election Date; Purpose of Election; Officers and Terms of Office. That a general election shall be held in and throughout the City on **Saturday, May 8, 2010**, for the purpose of electing the following officers:

Three (3) Councilmembers for two (2) year terms each.

Section 3. Eligibility for Candidacy. In accordance with the City's Charter, no person shall be eligible for the office of Mayor or Councilmember unless that person is a qualified voter of the City, shall have resided in the City for at least one year prior to the election, and shall never have been convicted of a felony offense involving moral turpitude.

Section 4. Application for a Place on the Ballot. In accordance with Section 143.007 of the Texas Election Code (the "Code"), any eligible and qualified person may

have that person's name printed upon the official ballot as a candidate for the offices hereinbefore set forth by filing the person's sworn application with the City Secretary not earlier than **February 5, 2010 and not later than 5:00 p.m. on March 8, 2010**. Each such application shall be on a form as prescribed by Section 141.031 of the Code. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing of the City Secretary as provided by Section 52.094 of the Code. Notice of the time and place for such drawing shall be given in accordance with the Code.

Section 5. Runoff Election. If two or more candidates for a particular office tie for the number of votes required to be elected, there shall be a runoff election held on **June 12, 2010**. The runoff election shall be held in accordance with the Code.

Section 6. Election Precinct; Polling Place; Election Hours. The corporate limits of the City shall constitute four (4) election precincts for the election. The polling places for the general election shall be the **Country Place Elementary School, 2115 Raintree, Carrollton, Texas 75006**), **Addison Fire Department building (4798 Airport Parkway, Addison, Texas 75001)**, and **Addison Fire Station II (3950 Beltway Drive, Addison, Texas 75001)**, in accordance with and pursuant to the requirements of the Code, said polling place shall be open from 7:00 a.m. to 7:00 p.m. on the date of the election.

Section 7. Appointment of a Presiding Election Judge and Alternate Presiding Election Judge; Qualifications to Serve as Election Judge; Confirmation of Appointments; Notice of Appointments. The election shall be held as a joint election with Dallas County, and the County shall be responsible for appointing all election judges and clerks, and shall be responsible for their compensation.

Section 10. Method of Voting. The City Secretary is hereby authorized to contract with Dallas County for the conduct of the joint election, and Dallas County shall be responsible for an optical scanning voting system. Dallas County shall be responsible for the preparation of the official ballots for the election, and they shall conform to the requirements of the Code, and in so doing shall permit the voter to vote for **three (3) Councilmembers for two (2) year terms each**.

No elector shall vote for more than three (3) candidates for terms of two (2) years each.

Section 11. Governing Law; Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident, qualified electors of the City shall be eligible to vote at the election. In addition, the election materials enumerated in the Code shall be printed in both English and Spanish for use at the polling place and for early voting for the election.

Section 12. Publication and Posting of Notice. Notice of the election shall be given by posting a notice of election in both English and Spanish at Town Hall, 5300 Belt Line Road, Addison, Texas on the bulletin board or other location used for posting notices of the meetings of the City Council not less than twenty-one (21) days prior to the date upon which the election is to be held, and by publication of said notice at least once in a newspaper published in the City or if none, then in a newspaper of general circulation

within the City, the date of said publication to be not less than ten (10) days nor more than thirty (30) days prior to the date set for the election.

In addition thereto, a copy of the notice shall also be filed with the City Secretary at least twenty-one (21) days before the election. Upon publication of the election notice, the City Secretary shall secure a publisher's affidavit, which complies with the requirements of the Election Code.

Section 13. Early Voting. Early voting by personal appearance shall be conducted in accordance with Section 271.006 of the Texas Election Code. Bruce R. Sherbet, Dallas County Elections Administrator, is hereby appointed the Deputy Early Voting Clerk. Early voting by personal appearance will be conducted beginning [Monday, April 26, 2010](#), and [continue through Tuesday, May 4, 2010](#). Any qualified voter for the Joint Election may also vote early by personal appearance at the main early voting location:

DALLAS COUNTY RECORDS BUILDING
Office of the Elections Department, Eighth Floor
2377 N. Stemmons Freeway, Dallas, TX 75207

Or, at any of the following branch locations:

**DATES AND TIMES OF EARLY VOTING FOR THE JOINT
ELECTION TO BE HELD ON SATURDAY, MAY 8, 2010
FECHAS Y HORARIOS DE LAS VOTACIONES ADELANTADAS PARA LA CONJUNTA
ELECCIÓN
DEL SÁBADO, OCHO DE MAYO, 2010**

01	ADDISON FIRE STATION #1	4798 AIRPORT PKWY	ADDISON	75001
02	AUDELIA ROAD LIBRARY	10045 AUDELIA ROAD	DALLAS	75238
03	BALCH SPRINGS CITY HALL	3117 HICKORY TREE	BALCH SPRINGS	75180
04	CARROLLTON/FR BR ISD ADM	1445 N PERRY ROAD	CARROLLTON	75006
05	CEDAR HILL GOVERNMENT CTR	285 UPTOWN BLVD	CEDAR HILL	75104
06	COCKRELL HILL CITY HALL	4125 W CLARENDON	DALLAS	75211
07	COPPELL TOWN CENTER	255 W PARKWAY BLVD	COPPELL	75019
08	CROSSWINDS HIGH SCHOOL (Replaces Boze Learning Center)	1100 N CARRIER PKWY	GRAND PRAIRIE	75050
09	DALLAS COUNTY WCID #6	13503 ALEXANDER RD	BALCH SPRINGS	75180
10	DISD ADMINISTRATION BLDG	3700 ROSS AVE	DALLAS	75204
11	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN	DESOTO	75115

12	DUNCANVILLE LIBRARY	201 JAMES COLLINS	DUNCANVILLE	75116
13	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON	FR BR	75234
14	GARLAND CITY HALL	200 N FIFTH	GARLAND	75040
15	GARLAND ISD STUDENT SVC BLDG	720 STADIUM DR	GARLAND	75040
16	GARNER ELEMENTARY	145 POLO ROAD	GRAND PRAIRIE	75052
17	GLENN HEIGHTS CITY HALL	1938 S HAMPTON ROAD	GLENN HEIGHTS	75154
18	HARRY STONE REC CENTER	2403 MILLMAR DR	DALLAS	75228
19	HUTCHINS CITY HALL	321 N. MAIN ST	HUTCHINS	75141
20	IRVING ARTS CENTER	3333 N MACARTHUR	IRVING	75062
21	IRVING CITY HALL	825 W IRVING BLVD	IRVING	75060
22	JOSEY RANCH LIBRARY	1700 KELLER SPRINGS	CARROLLTON	75006
23	LAKESIDE ACTIVITY CENTER	101 HOLLEY PARK DR	MESQUITE	75149
24	LANCASTER LIBRARY	1600 VETERANS MEMORIAL	LANCASTER	75134
25	MARSH LANE BAPTIST CHURCH (Replacement for North Dallas Govt Ctr)	10716 MARSH LN	DALLAS	75229
26	OAK CLIFF SUB COURTHOUSE	410 S BECKLEY	DALLAS	75203
27	OUR REDEEMER LUTHERAN	7611 PARK LANE	DALLAS	75225
28	PLEASANT OAKS REC CENTER	8701 GREENMOUND	DALLAS	75227
29	RECORDS BUILDING	509 MAIN STREET	DALLAS	75202
30	RICHARDSON CIVIC CENTER	411 W ARAPAHO ROAD	RICHARDSON	75080
31	ROWLETT LIBRARY	3900 MAIN STREET	ROWLETT	75088
32	SACHSE CITY HALL	5560 HIGHWAY 78	SACHSE	75048
33	SEAGOVILLE CITY HALL	702 N. HWY 175	SEAGOVILLE	75159
34	SUNNYVALE TOWN HALL	127 N COLLINS ROAD	SUNNYVALE	75182
35	VALLEY RANCH LIBRARY	401 CIMARRON TRAIL	IRVING	75063
36	VETERANS ADM MEDICAL CTR	4500 S LANCASTER RD	DALLAS	75216
37	WEST DALLAS MULTIPURPOSE	2828 FISHTRAP	DALLAS	75212

38	WILMER COMMUNITY CENTER	101 DAVIDSON PLAZA	WILMER	75172
----	-------------------------	--------------------	--------	-------

DATES AND TIMES OF EARLY VOTING

FECHAS Y HORARIOS DE LAS VOTACIONES ADELANTADAS

APRIL 26(MONDAY THROUGH FRIDAY) April 30	8 AM TO 5 PM
26 DE ABRIL (LUNES A VIERNES) AL 30 DE ABRIL	8AM A 5PM.
MAY 1 (SATURDAY)	8 AM TO 5 PM
EL PRIMERO DE MAYO (SÁBADO)	8AM A 5PM.
MAY 2 (SUNDAY)	1 PM TO 6 PM
2 DE MAYO (DOMINGO)	1PM A 6PM
MAY 3 (MONDAY AND TUESDAY) MAY 4	7 AM TO 7 PM
3 DE MAYO (LUNES A VIERNES) AL 4 DE MAYO	7AM A 7PM.

02/03/2010 Subject to Change

All requests for early voting ballots by mail that are received by participating authorities will be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy, Dallas, Texas 75207 for processing. Persons voting by mail will send their voted ballots to the Dallas County Elections Department.

All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. Addison hereby waives its right to appoint a member to the Board, and will have Dallas County appoint a member for the Town. The participating authorities agree to appoint other deputy early voting judges/clerks.

A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each participating authority.

Section 14. Delivery of Returns; Preservation of Election Records. A general custodian of the voted ballots and all records of the joint Election as authorized by Section 271.010 of the Texas Election Code shall be appointed.

Access to the election records will be available to each participating authority as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Freeway, Dallas, Texas, at any time during normal business hours. The Election Administrator shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container.

Records of the election will be retained and disposed of in accordance with Addison's records retention schedules, and in accordance with the provisions of Title 6, Subtitle C, Chapters 201 through 205 Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the Election Administrator shall maintain the records until final resolution or until final judgement, whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the Elections Administrator any notice of any pending election contest, investigation, litigation, or Texas Public Information Act request, which may be filed with a participating authority. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, the Elections Administrator shall supply a written cost estimate for storage to requesting participant.

On the first business day that follows the date that the records of the election are eligible for destruction, the Election Administrator will notify in writing each participating authority of the planned destruction of any records of the election. Within fifteen days of receipt of the Election Administrator's notice of intent to destroy the records, each participating authority will provide the Election Administrator with written authorization to proceed with destruction or written instructions to withhold destruction.

Section 15. Canvassing of Returns. In accordance with the Code, the City Council of the City shall convene [on May 18, 2010, at 7:30 o'clock p.m.](#) to canvass the returns of the election.

Section 16. Necessary Actions. The Mayor, City Manager and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Section 17. Effective Date. This Ordinance shall be in full force and effect from and after its passage.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,
[the 9th day of February 2010.](#)

MAYOR-Joe Chow

ATTEST:

CITY SECRETARY-Lea Dunn

Council Agenda Item: #R 2b

AGENDA CAPTION:

Approval of an ordinance calling for a General Municipal Election for three (3) Councilmembers for two (2) year terms each. The proposed ordinance is attached. (Aprobación de una ordenanza que requiere una Elección Municipal General de tres (3) miembros del Consejo por dos (2) años cada uno. La ordenanza propuesta esta incluida.)

FINANCIAL IMPACT:

The Election costs are covered in the Budget.

BACKGROUND:

Candidates for the office of Councilmember may begin filing for a place on the ballot on February 5, 2010, and have until March 8, 2010 to file. The Town contracts with the Dallas County Elections Department to hold our election in conjunction with other elections in DallasCounty.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Election Ordinance for May 8, 2010](#)

Type:

Cover Memo

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS CHANGING THE NAME OF BROOKHAVEN CLUB DRIVE, A PUBLIC STREET WITHIN THE TOWN, TO VITRUVIAN WAY; AMENDING THE CODE OF ORDINANCES OF THE TOWN WHERE BROOKHAVEN CLUB DRIVE IS REFERENCED BY CHANGING SUCH REFERENCE TO VITRUVIAN WAY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Brookhaven Club Drive is a public street located within the Town of Addison, Texas, and the City Council of the Town desires to change the name of the street to Vitruvian Way as set forth herein and to make certain changes to the Town Code of Ordinances to reflect the name change.

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

Section 1. Change of Street Name. The name of the public street located within the Town of Addison, Texas (the "City"), Brookhaven Club Drive, is hereby changed to Vitruvian Way. The City Manager is authorized to take such actions as may be necessary in connection with such change, including posting new street name signs and causing the official map(s) of the City to be modified to reflect the change.

Section 2. Amendment. The Code of Ordinances (the "Code") of the City is hereby amended by amending Section 78-79 (Location of Signals), Section 78-81 (Yield Signs), Section 78-138 (School Zones - Generally), and Section 78-139 (School Zones - Signs) solely to change the name of Brookhaven Club Drive to Vitruvian Way as set forth below, and all other chapters, articles, sections, subsections, paragraphs, sentences, phrases and words of the Code are not amended but hereby ratified and affirmed.

A. Section 78-79 (Location of Signals) of the Code is amended to read as follows (additions are underlined, deletions are ~~struck through~~):

Sec. 78-79. Location of signals.

The director of public works is hereby authorized and directed to place a traffic control signal exhibiting different colored lights successively one at a time in accordance with state law at the following locations:

TABLE INSET:

On	At
Addison Road	Arapaho Road

Addison Road	Belt Line Road
Addison Road	Lindbergh Drive
Addison Road	Broadway Street
Addison Road	Airport Parkway
Addison Road	Keller Springs Road
Addison Road	Westgrove Drive
Addison Road	Sojourn Drive
Airport Parkway	Addison Road
Airport Parkway	Quorum Drive
Arapaho Road	Addison Road
Arapaho Road	Quorum Drive
Arapaho Road	Dallas Parkway
Arapaho Road	Edwin Lewis Drive
Belt Line Road	Commercial Drive
Belt Line Road	Addison Road
Belt Line Road	Business Avenue
Belt Line Road	Runyon Road
Belt Line Road	Marsh Lane
Belt Line Road	Midway Road
Belt Line Road	Surveyor Boulevard
Belt Line Road	Beltway Drive
Belt Line Road	Quorum Drive
Belt Line Road	Dallas Parkway
Beltway Drive	Marsh Lane
Beltway Drive	Belt Line Road
Beltway Drive	Midway Road
Broadway Street	Addison Road
Vitruvian Way Brookhaven Club Drive	Spring Valley Road
Vitruvian Way Brookhaven Club Drive	Marsh Lane
Business Avenue	Belt Line Road
Commercial Drive	Belt Line Road

Dallas Parkway	Belt Line Road
Dallas Parkway	Quorum Drive
Dallas Parkway	Arapaho Road
Dallas Parkway	Keller Springs Road
Dallas Parkway	Westgrove Drive
Dooley Road	Midway Road
Edwin Lewis Drive	Arapaho Road
Edwin Lewis Drive	Quorum Drive
Greenhill School Road	Spring Valley Road
Hornet Road	Midway Road
Keller Springs Road	Addison Road
Keller Springs Road	Quorum Drive
Keller Springs Road	Midway
Keller Springs Road	Dallas Parkway
Lindbergh Drive	Midway Road
Lindbergh Drive	Addison Road
Marsh Lane	Spring Valley Road
Marsh Lane	Belt Line Road
Marsh Lane	Vitruvian Way Brookhaven Club Drive
Marsh Lane	Pebble Beach
Marsh Lane	Beltway Drive
Marsh Lane	Realty Road
Midway Road	Belt Line Road
Midway Road	Spring Valley Road
Midway Road	Proton Drive
Midway Road	Beltway Drive
Midway Road	Hornet Road
Midway Road	Lindbergh Drive
Midway Road	Keller Springs Road
Midway Road	Dooley Road
Montfort Drive	Belt Line Road

Paladium Drive	Montfort Drive
Proton Drive	Midway Road
Quorum Drive	Airport Parkway
Quorum Drive	Arapaho Road
Quorum Drive	Belt Line Road
Quorum Drive	Westgrove Drive
Quorum Drive	Keller Springs Road
Quorum Drive	Dallas Parkway
Quorum Drive	Edwin Lewis Drive
Runyon Road	Belt Line Road
Sojourn Drive	Westgrove Road
Sojourn Drive	Addison Road
Spring Valley Road	<u>Vitruvian Way</u> Brookhaven Club Drive
Spring Valley Road	Greenhill School Drive
Spring Valley Road	Midway Road
Spring Valley Road	Marsh Lane
Surveyor Boulevard	Belt Line Road
Westgrove Drive	Addison Road
Westgrove Drive	Sojourn Drive
Westgrove Drive	Quorum Drive
Westgrove Drive	Dallas Parkway

B. Section 78-81 (Yield Signs) of the Code is amended to read as follows (additions are underlined, deletions are ~~struck through~~):

Sec. 78-81. Yield signs.

The director of public works is hereby authorized and directed to place yield right-of-way signs at the following locations:

TABLE INSET:

On	At
Addison Circle (eastbound)	Quorum Drive
Addison Circle (westbound)	Quorum Drive

Addison Circle (eastbound)	Lewis Place
Addison Circle (westbound)	Spectrum Drive
Addison Road	Keller Springs Road
Arapaho Road	Dallas Parkway
Belt Line Road	Dallas Parkway
Vitruvian Way Brookhaven Club Drive	Spring Valley Road (northbound)
Vitruvian Way Brookhaven Club Drive	Spring Valley Road (southbound)
Dallas Parkway	Arapaho Road
Dallas Parkway	Belt Line Road
Dooley Road	Dooley Road
LeGrande Drive	Winter Park Lane
Linda Lane (westbound)	Knots Landing
Linda Lane (westbound)	Planters Row
Linda Lane (westbound)	Upper Bay Road
Linda Lane (westbound)	Vinland Drive
Lindbergh Drive	Lindbergh Drive (southeast corner)
Midway Road	Belt Line Road
Midway Road	Spring Valley Road
Rush Circle	LeGrande Drive
Surveyor Boulevard	Belt Line Road
Wiley Post Road	Wright Brothers Drive
Wright Brothers Drive	Wiley Post Road

C. Section 78-138 (School Zones - Generally) of the Code is amended to read as follows (additions are underlined, deletions are ~~struck through~~):

Sec. 78-138. School zones--Generally.

A person commits an offense if he operates or drives a vehicle on the following designated school zone streets at a speed greater 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.

TABLE INSET:

Street	Extent	Speed (mph)
Addison Road	Between Westgrove Drive and the town limits and being the 16900 block through the 17000 block of Addison Road	20
<u>Vitruvian Way</u> Brookhaven Club Drive	Between Marsh Lane and Spring Valley Road being the 3700 block through the 4100 block of <u>Vitruvian Way</u> Brookhaven Club Drive	20
Sojourn Road	Between Voss Road and Addison Road and being the 4500 block through the 4900 block at Sojourn Road	20
Spring Valley Road	Between Marsh Lane and <u>Vitruvian Way</u> Brookhaven Club Drive being the 3700 block through the 4000 block of Spring Valley Road	20

D. Section 78-138 (School Zones – Signs) of the Code is amended to read as follows (additions are underlined, deletions are ~~struck through~~):

Sec. 78-139. Same--Signs.

The director of public works shall mark all school zones described in this article with appropriate street markings and signs showing the beginning and ending of such school zones, the speed limits within such school zones and the hours during the day during which such speed limits are effective. All speed limit regulations for school zones shall be effective only at such times as appropriate signs advising motorists of the fact are placed in conspicuous places. Speed regulations established in school zones in this article shall be effective on school days only during the following hours:

TABLE INSET:

Street	Times
Addison Road	7:00 a.m. to 8:30 a.m. Monday through Friday
	3:00 p.m. to 4:15 p.m., Monday through Friday
	1:15 p.m. to 2:00 p.m. on Friday only
<u>Vitruvian Way</u> Brookhaven Club Drive	7:00 a.m. to 8:30 a.m. Monday through Friday
	3:00 p.m. to 4:30 p.m. Monday through Friday
Sojourn Drive	7:00 a.m. to 8:30 a.m. Monday through Friday
	3:00 p.m. to 4:15 p.m. Monday through Friday
	1:15 p.m. to 2:00 p.m. on Friday only

Spring Valley Road	7:00 a.m. to 8:30 a.m. Monday through Friday
	3:00 p.m. to 4:30 p.m. Monday through Friday

Section 3. 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 4. 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 5. Effective Date. This Ordinance shall become effective from and after its passage and approval and its publication as may be required by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this _____ day of _____, 2010.

Joe Chow, Mayor

ATTEST:

By: _____
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

Council Agenda Item: #R 2g

AGENDA CAPTION:

Approval of an ordinance changing the name of Brookhaven Club Drive, within the Town, to Vitruvian Way; amending the Code of Ordinances of the Town where Brookhaven Club Drive is referenced by changing such reference to Vitruvian Way.

FINANCIAL IMPACT:

Budgeted Amount: \$0

Cost: \$400.

Funds for this name change are available in the Street Operations Budget

Project Manager: Robin Jones

BACKGROUND:

This name change recognizes the magnitude and significance of the Vitruvian Project by renaming the street on which it is constructed. The Vitruvian Project, when completed, will front 90% of what has been Brookhaven Club Drive.

All affected property owners have been notified of the Town's intent to change Brookhaven Club Drive to Vitruvian Way, and the Street Division fund expense of \$400 is to purchase the new street name signs.

RECOMMENDATION:

Staff recommends this ordinance changing the name of Brookhaven Club Drive, within the Town, to Vitruvian Way; amending the Code of Ordinances of the Town where Brookhaven Club Drive is referenced by changing such reference to Vitruvian Way.

COUNCIL GOALS:

Work to instill a "Sense of Community" in Addison's residents

ATTACHMENTS:

Description:

[Ordinance Revision](#)

Type:

Ordinance

TOWN OF ADDISON, TEXAS
RESOLUTION NO. R10-000

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT ELECTION AGREEMENT IN THE APPROXIMATE AMOUNT OF \$6,000.00 WITH DALLAS COUNTY TO CONDUCT THE TOWN OF ADDISON'S MUNICIPAL ELECTION ON MAY 8, 2010.

WHEREAS, the Council approved an Ordinance calling for a 2010 Municipal Election on the February 9, 2010, Agenda; and,

WHEREAS, the staff is recommending the Town contract with Dallas County Elections to hold the election; and,

WHEREAS, because it is a Joint election, Dallas County cannot give the Town the final cost until all cities that are going to participate have committed; and,

WHEREAS, the election typically runs less than \$6,000.00; however, the exact amount until after the election is over and all costs are determined; and,

WHEREAS, the Town would like to continue using the Dallas County Elections Division to conduct the elections; and,

WHEREAS, overall the Town has been very pleased with the service Dallas County has provided to us for the last elections, and the countywide election system provides more opportunities for our residents to vote during early voting; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON TEXAS:

THAT, the City Council does hereby authorize the City Manager to enter into a joint election agreement in the approximate amount of \$6,000.00, with Dallas County to conduct Addison's Elections on May 8, 2010.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, this 9th day of February, 2010.

Mayor-Joe Chow

ATTEST:

City Secretary-Lea Dunn

Council Agenda Item: #R 2c

AGENDA CAPTION:

Approval of a resolution to enter into a joint election agreement in an approximate amount of \$6,000 with Dallas County to conduct Addison's Municipal Election on May 8, 2010.
(Aprobación de una resolución para entrar en un acuerdo de elección conjunta por una cantidad de aproximadamente de \$6000 con el Condado de Dallas para llevar a cabo las elecciones municipales de Addison el 8 de Mayo de 2010.)

FINANCIAL IMPACT:

Approximately \$6,000.00.

BACKGROUND:

On February 9, 2010, the Council is considering the approval of an ordinance calling for the 2010 Municipal Election. Staff is recommending that the Town contract with Dallas County Elections to hold the election. We have met with the staff at Dallas County, and they will supply a draft of the final contract. Because it is a joint election, Dallas County cannot give us the final cost until all cities that are going to participate have committed. The election typically runs less than \$6,000; however, we will not know the exact amount until after the election is over and all costs are determined.

Staff would like to continue using the Dallas County Elections Division to conduct our election. We have been very pleased with the service Dallas County has provided to us for our last elections, and the countywide election system provides more opportunities for our residents to vote during early voting.

RECOMMENDATION:

Staff recommends approval subject to final approval by the City Attorney.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Resolution to Approve Election Contract with Dallas County](#)

Type:

Backup Material

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
REGULAR MEETING**

January 26, 2010

7:30 PM - Town Hall

5300 Belt Line Road, Dallas, TX 75254

Posted: 01-22-2009, 5:00 PM, Lea Dunn-City Secretary---Starting Times: There was no Work Session. Regular Session started at 7:30PM

Council Members Present:

Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble

Absent:

None

REGULAR MEETING

Item #R1 - Consideration of Old Business

Ron Whitehead mentioned that Glen Agritelley, owner of Mercy Wine Bar in Village on the Parkway, will be hosting this year's 2010 Challenger of Dallas Men's Professional Tennis Tournament at the T Bar M Racquet Club. Glen's Mercy Wine Bar has recently been named "One of the Country's Best" by Nightclub and Bar Magazine.

The following employees were introduced to the Council: Carren O'Neil with the Police Department and Raul Rivera with the Parks and Recreation Department.

There was no action taken.

Item #R2 - Consent Agenda

#2a - Approval of the Minutes for: 01/12/2010 Regular City Council Meeting and Work Session.

A motion to Approve was made by Councilmember Tom Braun.

The motion was seconded by Councilmember Blake Clemens.

The motion result was: Passed

Voting Aye: Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble

Voting Nay: None

#2b - Approval of an Ordinance amending the Code of Ordinances of the Town of Addison, Chapter 68, Signs, to amend various sections.

The Mayor requested that the section number be corrected. Ron Whitehead advised the correction had been made.

A motion to Approve was made by Councilmember Tom Braun.

The motion was seconded by Councilmember Blake Clemens.

The motion result was: Passed

Voting Aye: Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble

Voting Nay: None

Item #R3 - Presentation and discussion of the 2010 Special Event Sponsorship Sales Strategy.

Barbara Kovacevich introduced Audra Staton of PPI. Ms. Staton made the presentation.

There was no action taken.

Item #R4 - Presentation, discussion and consideration of approval to authorize City Manager to enter into contract with TIP Strategies in the amount of \$95,000.00 plus travel and data expenses to develop a comprehensive economic development plan for the Town.

Bob Phillips presented this Item and introduced John Roberts with TIP Strategies, Inc.

The Item was approved subject to City Attorney and City Manager approval of the contract.

A motion to Approve w/ Conditions was made by Councilmember Bianca Noble.

The motion was seconded by Councilmember Tom Braun.

The motion result was: Passed

Voting Aye: Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble

Voting Nay: None

Item #R5 - Presentation, discussion and consideration of approval to authorize the City Manager to extend construction bids for a period of 30 days for the construction of certain public infrastructure (Park and Streetscape Improvements) within that area of the Town generally known as Vitruvian

Park (Vitruvian Park Public Infrastructure Phase 1C).

A motion to Approve was made by Councilmember Blake Clemens.
The motion was seconded by Councilmember Don Daseke.
The motion result was: Passed
Voting Aye: Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble
Voting Nay: None

Item #R6 - Presentation, discussion and consideration of approval of Work Order No. 4 with HNTB Corporation for the renovation of median improvements along Belt Line Road from Marsh Lane to Preston Road.

A motion to Approve was made by Councilmember Don Daseke.
The motion was seconded by Councilmember Kimberly Lay.
The motion result was: Passed
Voting Aye: Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble
Voting Nay: None

Item #R7 - PUBLIC HEARING and discussion of a proposal by the staff to change the name of Brookhaven Club Drive to Vitruvian Way in order to re-brand the street as a part of the new Vitruvian Park neighborhood, and identify it as a distinctly Addison street.

Tom Braun recused himself and did not participate in the discussion.

The Mayor opened the Item as a Public Hearing. The following residents spoke:

Barbara Pitts Lester
Stalian Nita
Dick Lidgestrand
Arnold Claycomb
Luther Bernstein
Carlena Gibreth

The Mayor closed the Public Hearing.

There was no action taken.

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

Council Agenda Item: #R 2a

AGENDA CAPTION:

Approval of the Minutes for the Jaunary 26, 2010, Regular City Council Meeting.

FINANCIAL IMPACT:

N/A.

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[01/26/2010 Minutes for Regular Meeting](#)

Type:

Backup Material



MEMO

To: Ron Whitehead, City Manager
From: Randy Moravec, Chief Financial Officer
Re: Proposed Hotel
Public/Private Partnership (HP³) Policy
Date: January 27, 2010

Introduction

The Town of Addison has been approached by two of its hotels with requests for public participation in expansion of their meeting room facilities. The requests are based on the premise that public incentives are needed to make the projects financially feasible. It is in the Town's interests to have hotels that are competitive in the business and tourist travel market. The Town's mission is to "maintain a dynamic, progressive quality atmosphere in which to work, play and live with an emphasis on balanced growth." In support of this mission is the city goal to "provide for a diversified business climate" by pursuing "economic development through the use of innovative programs of work that seek to emphasize retention and the expansion of existing businesses." A vibrant and robust hotel market in Addison will also benefit Addison's many restaurants and retail establishments. In summary, it is in Addison's interests to develop a program to protect and enhance the economic viability of its hotels in the extremely competitive Dallas / Ft. Worth regional hospitality market.

Legal Basis

Home rule cities in Texas have been given broad latitude to encourage economic development. One statute, Chapter 380 of the Local Government Code, gives cities the ability to establish and provide for the administration of programs for "making loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality." Chapter 380 was enacted pursuant to Article 3, Section 52-a of the Texas Constitution, which authorizes the legislature to "provide for the creation of programs and the making of loans and grants of public money, other than money otherwise dedicated by this constitution to use for a different purpose, for the public purposes of development and diversification of the economy of the state, the elimination of unemployment or underemployment in the state... or the development or expansion of transportation or commerce in the state."

In the past, to encourage a major tenant to move into a retail site, the Town participated in a program to provide an economic development grant equivalent to 50 percent of the sales tax

above a minimum threshold amount to a retailer. The Town is currently considering an economic development incentive to a significant commercial enterprise to locate its offices within the Town. Subject to certain conditions (e.g., entering into an agreement to provide an economic development grant which includes, among other things, provisions to ensure that the economic development purpose of the grant is carried out), the Town could certainly use general property tax or sales tax to encourage development.

However, it is less clear that the Town can use hotel occupancy tax revenue to facilitate private economic development. Chapter 351 of the Tax Code details the use of hotel occupancy tax revenue. While this tax can be used to finance public convention and conference facilities, it generally does not allow for the use of hotel occupancy tax funds to expand or improve hotel facilities. Because of this limitation, the Town would facilitate development with property or sales taxes from the General fund.

Scope of Public Investment in Hotel Projects

The scope of the HP³ program in Addison is limited to existing hotels that strive to attract additional business through the expansion of their facilities. Eligible projects include addition of guest rooms and/or expansion of meeting or ballroom spaces to enhance a hotel's ability to host conferences. The program does not include rehabilitation or renovation of existing facilities.

Process for Public Funding of Private Hotel Development

Critical to the decision to direct public funding of private developments is the determination of the minimum level of benefits the Town hopes to achieve with any public/private partnership. For example, with the Addison Circle and Vitruvian Park developments, in which the Town funded supporting public infrastructure, the Town sought and achieved a 20:1 ratio of private investment to public investment. With the Vitruvian Park development, it was projected that the Town would receive a net present value benefit of \$5.3 million over a 25-year period with total property and sales tax revenue exceeding the costs of servicing debt associated with \$40 million of infrastructure investment.

It is anticipated that owners/managers of hotel properties will consider facility expansion if they believe that the project will generate additional income to the property. Expanded properties should generate additional guest room rentals, meeting space rentals, equipment rentals and catering/bar fees. The Town would also benefit from the additional revenue generated by the project. The Town would receive seven percent of guest room rentals through the hotel occupancy tax and one percent of revenues generated by meeting room rentals and catering fees. Because facility expansion is expected to increase the hotel's property value, the Town would receive additional property tax.

A hotel applying to the Town's HP³ program must indicate in its application the amount of additional revenue, by category, it expects to receive from the expansion project. The minimum threshold for public investment in the HP³ program is calculated on a net present value (NPV) over a ten-year period. The Town will not invest in projects that fail to return a minimum ten percent increase in average annual occupancy and sales tax revenues generated by the property. The level of public investment will also not exceed 20 percent of the hotel's capital investment.

Distribution of Public Investment

The demands on the Town's General fund limit the Town's ability to make initial investments in hotel expansion projects. Therefore, it is anticipated that the Town's investment will be distributed to the hotel as an annual payment from the General fund. The economic development payment will be remitted to the participating hotel following, among other things, receipt of a certified report from the hotel that confirms income generated by the hotel in excess of a base agreed to by the hotel and the Town from annual income statements preceding the facility expansion. The provision of such a report will be reflected in an agreement between the Town and the hotel, which agreement will include other provisions regarding the payment and use of the funds, including provisions for reimbursement of the funds if the hotel fails to comply with the terms of the agreement. The payments can be an amount equivalent to up to 50 percent of the actual *additional* tax revenue the Town received from the expansion project. The payments will be for a period not to exceed ten years and be remitted only to the hotel property owners approved in the original application. Transfer of ownership of the hotel property voids the HP³ program hotel occupancy tax remittances.

Council Agenda Item: #R3

AGENDA CAPTION:

Presentation, discussion and consideration of approval to authorize the City Manager to enter into agreement with Tabini Group for a grant of public money as an incentive to expand the Crowne Plaza Hotel.

FINANCIAL IMPACT:

The proposed funding of the Crowne Plaza expansion project would require the expenditure of as much as \$30,000 from the General fund for the next ten years. The 2009-10 Council Projects budget included \$215,360 for economic development purposes. However, with the \$150,000 dedicated to the location of the regional offices of Hilton Corporation, and the recent award of \$95,000 to TIP Strategies for creation of a comprehensive economic development plan, the budget for this function has been exhausted. A budget amendment will be required for this item.

BACKGROUND:

Please refer to the attached memorandum from Randy Moravec to Ron Whitehead concerning a proposed Hotel Public Private Partnership (HP3) policy that provides the basis for the grant of funds to the Tabini Group. Also attached is a letter from Kevin Van Dyke, Comptroller of the Tabini Group requesting a grant of public funds to facilitate funding of the project. Exhibit A is a form developed by the Town's Financial & Strategic Services department and completed by Tabani Group that quantifies the benefits associated with the hotel expansion.

RECOMMENDATION:

It is recommended the Council authorize the City Manager to enter into agreement with Tabani Group for annual grants not to exceed \$30,000 per year for 10 years. The agreement will be developed with assistance of the city attorney. Although this particular grant was made in context of a proposed hotel public/private partnership policy, staff recommends the council postpone adoption of a formal policy until TIP Strategies has developed its recommended comprehensive economic development plan, of which a HP3 program can be a component.

COUNCIL GOALS:

Provide For A Diversified Business Climate, Continue to Attract Visitors

ATTACHMENTS:

Description:

- [Proposed HP3 \(Hotel Public Private Partnership\) Policy Memo](#)
- [Tabini Group Application Letter](#)
- [Crowne Plaza Funding Exhibit](#)

Type:

- Backup Material
- Resolution Letter
- Exhibit



January 25, 2010

Town of Addison
PO Box 9010
Addison, TX 75001
Randy Moravec, Chief Financial Officer

Dear Mr. Moravec,

Please accept this letter as our official request on behalf of the Crowne Plaza Hotel for the Town of Addison to participate in furthering the economic development within your jurisdiction.

We were very pleased with Mr. Whitehead's assistance in resolving our questions concerning parking and Town ordinances. We are now very excited to announce that subject to lender approval we will be able to proceed with a new ballroom expansion at the Crowne Plaza Hotel. Based on estimated annual revenues of over \$ 2,000,000 this expansion will result in additional tax receipts to the Town of Addison because the hotel will be able to host a greater number of group events currently held in other cities.

Mr. Moravec, the lender approval depends in large part on your help in gaining Town Council ratification of tax rebates in future years, to partially offset the capital investment by hotel ownership. We are asking for 10% Town participation in our costs which are not expected to exceed \$ 3,000,000 to build, furnish, and equip the new facility. This 10% rebate could be returned to the property over a period of a few years on a straight line basis.

We look forward to your response to our proposal, and welcome the opportunity to speak to Mr. Whitehead and the Town Council should the need arise.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Van Dyke'.

Kevin Van Dyke
Controller, Hospitality Division

Cc: David Griffith, General Manager
Zaffar Tabani

EXHIBIT A

**TOWN OF ADDISON
HOTEL PUBLIC PRIVATE PARTNERSHIP PROGRAM
APPLICATION FORM**

Please complete all shaded areas

Hotel Name:
Crowne Plaza

Physical Address:
14315 Midway, Addison, TX 75001

Property Owner:
Tabini Group

Description of Expansion Project:
Project will add approximately 9,400 square feet of new banquet space.

Proposed Capital Investment
\$ 3,000,000

Annual Income Report:

Base Annual Income (For 12 Months Ended: 12 /31 /2010)

Guest room income	\$ 10,100,000
Meeting room income	-
Catering income	4,925,000
Beverage income	756,000
Other income (e.g. AV rental)	803,000
Total base income	\$ 16,584,000

Projected Annual Income:

Guest room income	\$ 10,887,800
Meeting room income	-
Catering income	6,244,900
Beverage income	840,700
Other income (e.g. AV rental)	856,800
Total projected income	\$ 18,830,200

Additional Annual Income:

Guest room income	\$ 787,800
Meeting room income	-
Catering income	1,319,900
Beverage income	84,700
Other income (e.g. AV rental)	53,800
Total additional annual income	\$ 2,246,200

Percentage over base 13.5%

Additional Annual tax revenue to Town:

Hotel Occupancy Tax (7% of additional Income)	\$ 55,146
Sales Tax (1% of additional taxable income)	12,890
Property Tax (based on \$.496 per \$100 of improvements)	14,900
Total annual tax revenue	\$ 82,936

Net Present Value of Additional Tax Revenue for 10 Years \$ 829,360
NPV as Percentage of Capital Investment 27.6%

Annual contribution at ten percent of hotel capital investment over ten years. \$ 30,000

Ratio of annual contribution to additional tax revenue 36%

Application Form Completed By:

Kevin Van Dyke Controller
Printed Name and Title

[Signature] 1-25-10
Signature/ Date

Council Agenda Item: #R5

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a Supplemental Agreement to the Agreement for Professional Service with Icon Consulting Engineers, Inc., in the amount not to exceed \$118,775.00, for additional professional services on the Vitruvian Park Phase 1 Infrastructure project.

FINANCIAL IMPACT:

Current Design/Inspection Contract Amount: \$2,235,350.00

Additional Design Cost: \$118,775.00

Source of Funds: General Obligation Bonds for Vitruvian Park

Project Manager: Clay Barnett, P.E.

BACKGROUND:

The Agreement for Professional Services for the Vitruvian Park Phase 1 Infrastructure with Icon Consulting Engineers, Inc. in the amount not to exceed \$1,997,200.00 was authorized by the City Council on April 8, 2008. A Supplemental Agreement to the Agreement for Professional Service for the design of the four bridges in the amount not to exceed \$58,500.00 was authorized by the City Council on February 24, 2009. A second Supplemental Agreement for Professional Service for the design of the structural design elements associated with the park package in the amount not to exceed \$107,550.00. A third Supplemental Agreement for Professional Service for the design of some additional park elements was authorized by the City Council on August 11, 2009. A fourth Supplemental Agreement for Professional Service for preliminary engineering for the relocation of Vitruvian Way was authorized by the City Council on November 24, 2009. This Supplemental Agreement includes the construction documents for the realignment of Brookhaven Club Drive (Vitruvian Way).

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to enter into a Supplemental Agreement to the Agreement for Professional Service with Icon Consulting Engineers, Inc., in the amount not to exceed \$118,775.00, for additional professional services on the Vitruvian Park Phase 1 Infrastructure project.

COUNCIL GOALS:

Promote Quality Transportation Services

ATTACHMENTS:

Description:

Type:

No Attachments Available

AMERICA THE BEAUTIFUL NARRATION

I was born on the 4th of July 1776. The Declaration of Independence is my birth certificate. The bloodlines of the world run through my veins because I offer hope and freedom to the oppressed. I'm 280 million individuals and the ghosts of many who have lived and died for me. I'm Washington, Jefferson and Lady Liberty standing in New York Harbor.

I stood at Lexington and Concord, and fired the shot heard round the world. I remember the Alamo, Gettysburg, and Pearl Harbor. I left heroic dead on the sands of Iwo Jima, on the bloody hills of Korea, and in the streaming jungles of Vietnam. I was held hostage in Iran, became the thunder and lightening of Desert Storm, and today stand side-by-side struggling democracies. When freedom called, I answered, and stay there until it was over, over there.

I was conceived in freedom and, God willing, in freedom I will spend the rest of my days. May I always possess the integrity, courage, and strength to keep myself unshackled, to remain a citadel of liberty, and a beacon of hope for the rest of the world.

This is my wish...my pledge...and my prayer. I am America the Beautiful

Council Agenda Item: #R4

AGENDA CAPTION:

Presentation and discussion regarding the Summer Musical.

FINANCIAL IMPACT:

No financial impact.

BACKGROUND:

The Town of Addison has produced the Summer Musical in cooperation with the WaterTower Theatre and Dallas Wind Symphony for the past three years. The budget each year was approximately 60,000; however, the expenses for 2010 are not included in the current budget.

RECOMMENDATION:

Staff met with WaterTower Theatre (WTT) and Dallas Wind Symphony (DWS) regarding how we could continue to produce the Summer Musical on half the budget of \$30,000; however, we were only able to reduce the expenses to \$40,000. In addition to the financial challenges, we also have a concern that the proposed production of "Kander & Ebb" is not easily recognizable so an increased marketing effort would be necessary.

Maintaining a relationship with these two organizations is important to our goal of supporting the arts in Addison. The Town has an established and ongoing relationship with WTT as our resident theatre company at the Addison Theatre Centre; however, without the Summer Musical, our work with DWS is limited to two quartet concerts during Symphonic Saturdays.

Staff is proposing two additional concerts with DWS that will be incorporated into existing events. This proposal allows DWS to showcase their full symphony and their larger Swing Band offering. The fees for these concerts are included in the current budgets for each event as follows:

Taste Addison -- A 16-member Swing Band playing music from the Big Band Era (possibly with a vocal talent) as the headline concert on Sunday afternoon. This concert appeals to a loyal demographic and is something we haven't offered at Taste Addison before. Cost is \$4,795 for a one hour concert or \$7,795 for a one hour concert with a vocal talent.

Kaboom Town -- A 50-member concert just prior to the fireworks with a special compilation of America the Beautiful accompanied by a live patriotic narration (attached.) This provides a unique 25th anniversary promotion and expands our patriotic offering. Cost is \$10,248.

COUNCIL GOALS:

Continue to Attract Visitors

ATTACHMENTS:

Description:

[America the Beautiful Live Narration](#)

Type:

Exhibit

Summary Sheet-Council Agenda Item #R7

SUMMARY:

Presentation, discussion and consideration of approval to authorize the City Manager to execute a Construction Contract and Change Order No. 1 with North Texas Contracting, Inc., in the amount of \$8,611,131.54 with contract duration of 550 calendar days for the construction of certain public infrastructure (including park, streetscape and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

FINANCIAL IMPACT:

Construction Contract Amount: \$8,611,131.54

Source of Funds:

- \$6,861,131.54 from General Obligation Bonds for Vitruvian Park
- \$1,000,000.00 from Dallas County
- \$750,000.00 from UDR, Inc.

Project Manager: Clay Barnett, P.E.

BACKGROUND:

The Master Facilities Agreement with UDR, Inc., which was approved by Council on October 9, 2007, outlined the funds available for Phase 1.

This phase of construction, labeled Vitruvian Park Public Infrastructure, Phase 1C, includes the improvements for the park along with the streetscape along Brookhaven Club Drive (Vitruvian Way) and Ponte.

The Town received bids on December 3, 2009. The lowest responsive bid received was \$10,515,815.30 from North Texas Contracting, Inc. Included in this figure are the award of Additive Alternates 1 & 2 and the time component of the bid. For A+B Bidding the Time Bid along with the base bid and additive alternates are used to determine the low bidder, however only the base bid plus any additive alternates is awarded. The time is taken into account at the completion of the project. The contractor is either awarded or penalized \$2,500/day based on the number of days under or over the amount bid respectively.

The table below summarizes the bids received for this work:

	North Texas Contracting, Inc.	Ed Bell Construction Co.	JC Commercial, Inc.
Base Bid (A)	\$8,759,270.30	\$10,148,343.88	\$9,365,387.50
Additive Alternate 1	\$313,385.00	\$532,185.00	\$431,469.23
Additive Alternate 2	\$68,160.00	\$190,764.00	\$130,427.52
Time Bid (B) Days Bid x \$2,500	\$1,375,000.00	\$1,745,000.00	\$1,287,500.00
Total	\$10,515,815.30	\$12,616,292.88	\$11,214,784.25

Upon determination of the apparent low bidder, North Texas Contracting, Inc., the Town of Addison met with North Texas Contracting, Inc. to discuss opportunities for cost savings without reducing or diminishing the quality of the park. The result of these discussions was Change Order No. 1, which reduces the cost of the bid by \$679,683.76.

Included in the award amount of \$8,611,131.54 is \$150,000.00 for potential change orders.

The Commissioners Court of Dallas County, Texas led by Maurine Dickey of Commissioner District No. 1 has committed to contribute \$2,000,000.00 to the Vitruvian Park Project of which \$1,000,000.00 is for the construction of trails and related items within the park. Court Order No. 2010 0139, which was approved on January 19, 2010, contains the commitment to fund these items. A Project Specific Agreement (PSA) with Dallas County will be brought to the Council at the next meeting.

RECOMMENDATION:

It is recommended that the Council authorize the City Manager to execute a Construction Contract and Change Order No. 1 with North Texas Contracting, Inc., in the amount of \$8,611,131.54 with contract duration of 550 calendar days for the construction of certain public infrastructure (including park, streetscape and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

Council Agenda Item: #R7

AGENDA CAPTION:

Presentation, discussion and consideration of approval to authorize the City Manager to execute a Construction Contract and Change Order No. 1 with North Texas Contracting, Inc., in the amount of \$8,611,131.54 with contract duration of 550 calendar days for the construction of certain public infrastructure (including park, streetscape and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

FINANCIAL IMPACT:

Construction Contract Amount: \$8,611,131.54

Source of Funds: General Obligation Bonds for Vitruvian Park Project Manager: Clay Barnett, P.E.

BACKGROUND:

See attachment.

RECOMMENDATION:

It is recommended that the Council authorize the City Manager to execute a Construction Contract and Change Order No. 1 with North Texas Contracting, Inc., in the amount of \$8,611,131.54 with contract duration of 550 calendar days for the construction of certain public infrastructure (including park, streetscape and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

COUNCIL GOALS:

Provide Quality Leisure Opportunities

ATTACHMENTS:

Description:

[Summary Sheet](#)

[Funding Commitment-Court Order](#)

Type:

Backup Material

Backup Material

COURT ORDER

ORDER NO. 2010 0139

32

DATE: January 19, 2010

STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held

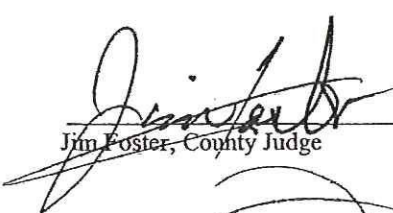
on the 19th day of January, 2010, on motion made by Kenneth A. Mayfield, Comm. District No. 4, and seconded by Maurine Dickey, Comm. District No. 1, the following order was adopted:

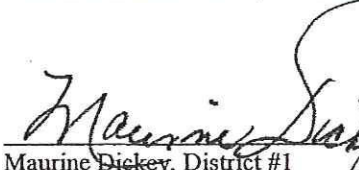
- WHEREAS, this matter was briefed before Commissioners Court on January 12, 2010; and
- WHEREAS, on February 17, 2009 by Court Order 2009-0339, the Commissioners Court approved Revision #14 of the TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROGRAM, Transportation Funding Commitments; and
- WHEREAS, the Commissioners Court desires further adjustment and update of Revision #14 to reflect changes in schedule, costs and scope for various projects and to include additional selected projects; and
- WHEREAS, the necessary revisions to the Transportation Funding Commitment Program are included in the attached listing of projects and costs, said listing being identified as Transportation Funding Commitments – Revision #15 and dated January 19, 2010.
- WHEREAS, one of the visions contained in the Strategic Plan calls for Dallas County to proactively address critical regional issues and specifically mentions strategies to address air quality and transportation needs. Completion of MCIP projects will address these issues.


IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court does hereby approve the specific projects and total funding commitment as identified in the attached "Transportation Funding Commitments – Revision #15 dated January 19, 2010 for funding in the Major Capital Development fund as authorized by the annual CIP plan and annual funding approvals; and

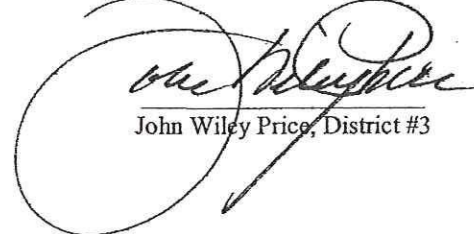
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said "Revision #15" supersedes and replaces in its entirety the previously approved "Revision #14.

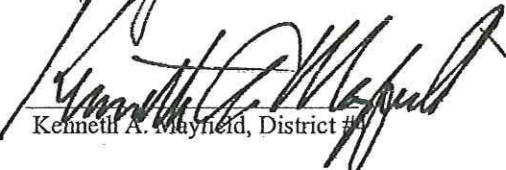
DONE IN OPEN COURT, this the 19th day of January, 2010.



 Jim Foster, County Judge


 Maurine Dickey, District #1


 Mike Cantrell, District #2


 John Wiley Price, District #3


 Kenneth A. Mayfield, District #4

Recommended For Approval: 
 Donald R. Holzwarth, P.E.,
 Director of Public Works

Project	City	Project No.	Funding Category	Project Type	Year Selected	2010	2011	2012	2013	2014	2015	2016	2017	Totals	Others	Cost	County Share	
Summary of District 1 Major Capital Improvement Program - Transportation Funding Commitments - Revision #15																		
Total Transportation Funding Available																		
Borrow by OBE in 2009 - 25% of \$50,000,000						8,335,531	11,817,977	11,884,556	7,599,106	9,409,810	9,767,885	9,767,885	9,767,885	70,450,775				
Payback in 2010, 2013-2015						0	0	-3,094,583	2,149,925	2,149,925	2,149,925	2,149,925	2,149,925	6,449,775				
Borrow by OBE in 2010-2012 - 25% of \$38,558,660						-2,500,000	-3,894,583	-3,094,583	0	0	0	0	0	-8,489,166				
Payback in 2012-2014						0	0	833,333	833,333	833,333	833,333	833,333	833,333	2,800,000				
Borrow by OBE in 2009-2015						0	0	0	0	0	0	0	0	0				
Payback in 2013-2015						0	0	0	0	0	0	0	0	0				
Borrow by OBE in 2007-25% of \$5,901,200						9,018,993	0	0	0	0	0	0	0	9,018,993				
Payback in 2010-2012						-133,522	-133,522	0	0	0	0	0	0	-267,044				
Carry over FY 2003, 100% FY 2009						500,000	0	0	0	0	0	0	0	500,000				
Indirect Budget Reduction Initiative						0	0	0	0	0	0	0	0	0				
Transfer from R43.1						0	0	0	0	0	0	0	0	0				
Projected Commitment Costs						0	0	0	0	0	0	0	0	0				
Belt Line Rd - SH 289/Preston to Dallas Pkwy	Dallas	10202	MCIP-T21	Widening	1999													
* Luna Rd - Northwest Highway to Royal Lane	*Dallas	10219	MCIP-Ser(T2)	Widening	2008			2,000,000	Pending NCTCOG Funding					2,000,000	2,737,235	19,200,000	15.2%	
Beltline - Jackson to IH 35E	*Carrollton	10403	MCIP-MI	Grade Sep.	2004	500,000	4,000,000							4,500,000	31,000,000	35,000,000	11.4%	
Normant Center Participation (DART)	*Irving	10702	MCIP-MI	Related Roads	2002	3,000,000								3,000,000	16,000,000	17,000,000	2.5%	
Loop 1213	Dallas	10213	MCIP-MI	Design/ROW	2004	300,000								300,000	7,000,000	10,000,000	30.0%	
IH 35 E Service Rd Design	Dallas	10222	MCIP-MI	Design	2010	300,000								300,000	500,000	1,000,000	30.0%	
Collins @ Plano Rd	*Richardson	12102	MCIP-Thor	Intersection	2000									0	371,000	371,000	0.0%	
Belt Line - Plano Rd to Jupiter Rd	*Richardson	12104	MCIP-Thor	Rehab.	2000	353,192	212,000							353,192	307,608	720,800	49.0%	
Main Street Line - Interocean Rd to US 75	*Richardson	12105	MCIP-Thor	Turn Lanes	2000		212,000							212,000	212,000	424,000	50.0%	
Belt Line @ Dallas Parkway	*Addicks	10303	MCIP-Thor	Intersection	2002		838,175							838,175	3,302,700	4,190,875	20.0%	
* Campbell @ Plano Rd	*Richardson	12106	MCIP-Thor	Intersection	2002	392,646								392,646	697,354	1,090,000	36.0%	
Loop 121 - Spur 408 to HDSE (Dist 12%) (Dist 4.88%)	Dallas	10208	MCIP-Thor	ROW	2004	90,000	90,000							180,000	180,000	360,000	50.0%	
Wentworth Lane - Shiloh Dr to Luna Rd	Dallas	10209	MCIP-Thor	New Road - RCD	2004		90,000							90,000	80,000	170,000	50.0%	
* Plano Rd - New to Preston	Dallas	10211	MCIP-Thor	Widening	2004		4,375,000							4,375,000	5,084,000	10,109,000	50.0%	
* Preston Turnpike - Webb Chapel to C.L.	Dallas	10217	MCIP-Thor	Thoroughfare	2007		6,000,000							6,000,000	18,000,000	36,000,000	50.0%	
* Spring Valley - Weatherford Int. to Coit Rd	Richardson/Dallas	10801	MCIP-Thor	Int./Reconstruct	2007	2,302,000								2,302,000	2,302,000	4,604,000	50.0%	
Keller Springs Interceptor Improvements	Addicks	10306	MCIP-Thor	Intersection	2007	500,000								500,000	500,000	1,000,000	50.0%	
Blanca Parkway - Loop 121 to IH 35E	Farmers Branch	10503	MCIP-Thor	New Road	2010					4,200,000				4,200,000	12,850,000	17,050,000	24.7%	
Hudson Branch Trail - Downtown Sta. to Josey Ln	*Carrollton	10405	MCIP-LUTI	Bike/Ped	2007	1,487,000								1,487,000	1,487,000	2,974,000	50.0%	
7 Dallas North Volney Phase 4	Dallas	10218	MCIP-LUTI	Bike/Ped	2007		4,075,000							4,075,000	4,075,000	8,150,000	50.0%	
Anapaho Rd to Le Lasa Trail Ext	Addicks	10304	MCIP-LUTI	Bike/Ped	2007	207,100								207,100	207,100	414,200	50.0%	
* Cottonwood Trail Transp. Links Section G	Dallas	10214G	MCIP-ST(L)UT	Po/Bike/Brg	2007	1,500,000								1,500,000	1,600,000	3,000,000	45.5%	
* Cottonwood Trail Transp. Links Section A	*Dallas/Richardson	10214A	MCIP-ST(L)UT	Po/Bike/Brg	2007	200,000	1,800,000							2,000,000	707,000	907,000	22.1%	
* Addison Trail (Ph. 34A)(Veh/velist)	Addicks	10307	MCIP-LUTI	Bike/Ped	2010	500,000	290,000							790,000	790,000	1,580,000	49.0%	
Addison Trail (Ph. 2) (NCTCOG)	Addicks	10308	MCIP-LUTI	Bike/Ped	2010	1,000,000								1,000,000	7,500,000	8,500,000	11.9%	
* Northaven/Nashier	Dallas	10221	MCIP-LUTI	Bike/Ped	2010		2,500,000							2,500,000	2,500,000	5,000,000	25.0%	
Marsh Lane Bridge	Farmers Branch	10502	MCIP-LUTI	Bike/Ped	2010	800,000								800,000	800,000	1,600,000	50.0%	
Duck Creek Trail	Richardson	12110	MCIP-LUTI	Bike/Ped	2010					1,220,000				1,220,000	1,220,000	2,440,000	40.1%	
Total Committed Costs Per Year						9,747,838	10,544,275	6,372,069	16,950,000	12,000,000	5,429,000	0	3,084,000	66,121,113	150,073,597	216,194,710	30.6%	
Estimated In-house Project Delivery Costs (25% of Total)						995,989	1,035,795	1,087,534	1,078,085	1,100,358	1,123,353	1,144,709	1,157,603	8,794,818				
Annual Unprogrammed Balance						4,476,196	-3,457,678	1,590,773	-5,901,664	837,697	6,920,203	8,623,176	3,516,232	15,704,935				
Cumulative Unprogrammed Balance						4,476,196	1,018,517	2,709,290	-3,192,373	-2,354,787	4,565,438	13,188,613	16,704,855					
Notes: * City, *COOT or Other Lead																		
1. Combined with Spring Valley reconstruction (12108) and added Dallas																		
2. Incorporates Weatherford Int (12103)																		
3. Section G of trail separated from rest of trail																		
4. Luna Rd funds to supplement '91 Bond Project - 273-00097																		
5. Section G of trail separated from rest of trail - City of Dallas Design Lead - Richardson lead for construction																		
6. Section G of trail separated from rest of trail - City of Dallas Design Lead - Richardson lead for construction																		
7. Project New changed and combined with Project 20212																		
8. \$2.4M available from 91 Bond																		
9. \$200K to be used from R43.1, bond amount # 2510 - 2010																		
256,113,296																		

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**FIRST AMENDMENT
TO MASTER FACILITIES AGREEMENT**

This First Amendment to Master Facilities Agreement (this “First Amendment”) is entered into and made effective _____, 2010 (the “Effective Date”), by and between the **TOWN OF ADDISON, TEXAS**, (“the City”), a Texas home rule municipality; **UDR, INC.**, a Delaware corporation (“UDR”); and **DCO BROOKS APARTMENTS LP, DCO GREENBROOK APARTMENTS LP, DCO TALISKER LP, DCO GARDEN OAKS LP, DCO GLENWOOD APARTMENTS LP, DCO CLIPPER POINTE LP, DCO SPRINGHAVEN LP, DCO ADDISON AT BROOKHAVEN LP,** and **DCO GREENHAVEN LP** (each being a Delaware limited partnership), and **DCO SAVOYE LLC**, a Delaware limited liability company (collectively the “Property Owners”).

Recitals:

WHEREAS, the City, UDR, and the Property Owners previously entered into that certain agreement entitled Master Facilities Agreement and dated March 11, 2008 (“Master Facilities Agreement”) in connection with redevelopment of certain real property located within the City and described in Exhibit “A” attached to and incorporated within the Master Facilities Agreement (such real property, together with all improvements thereon, being referred to herein as the “Property”); and

WHEREAS, collectively the Property Owners are the sole owners of the Property, and their respective ownership interests in and to the Property is set forth in Attachment 1 attached hereto and incorporated herein; and

WHEREAS, pursuant to that document entitled “Modification to Master Facilities Agreement” made on _____, 2009 (the “Modification”), the Master Facilities Agreement was modified to, among other things, reflect the conveyance of a portion of the Property by one of the Property Owners, DCO Greenhaven, LP, to another of the Property Owners, DCO Savoye LLC and to add DCO Savoye LLC as one of the owners of the Property and as Developer (as the term “Developer” is used in the Master Facilities Agreement); and

WHEREAS, as set forth in the Master Facilities Agreement, and including the Modification, with respect to the Property Owners, each, except for DCO Savoye LLC, is a limited partnership and, except for DCO Glenwood Apartments LP, the general partner of each of the limited partnerships is DCO Realty Inc., a Delaware corporation (“DCO Realty”); with respect to DCO Glenwood Apartments LP, the general partner is DCO Glenwood Apartments GP LLC, a Delaware limited liability company, and DCO Realty is its sole member; with respect to DCO Savoye LLC, the sole member of DCO Savoye LLC is DCO Realty; with respect to all of the Property Owners, DCO Realty has and possesses the power and authority to control (i.e. directly possesses the power to direct the management and policies without the consent or approval of any other person or entity) each of them, and is an Affiliate of UDR, and UDR has

ownership of and controls (i.e. directly possesses the power to direct the management and policies without the consent or approval of any other person or entity) DCO Realty; and

WHEREAS, the Master Facilities Agreement reflects that the development of the Property will occur in phases as shown in Exhibit “E” to the Master Facilities Agreement, and provides for the design and construction of certain public infrastructure improvements in connection with the phased development of the Property and for funding by the City to defray a portion of the cost to design and construct those improvements; and

WHEREAS, the Master Facilities Agreement provides that such funding by the City is to be in two parts, described and defined in the Master Facilities Agreement as Funding No. 1 and Funding No. 2 (and so called herein), and the amounts of each of Funding No. 1 and Funding No. 2 are allocated by the Master Facilities Agreement (including by Exhibits “C-1,” “C-2” and D thereof) according to the various phases of development and to type of public infrastructure improvement; and

WHEREAS, as to Funding No. 1, the Master Facilities Agreement provides that the proceeds therefrom are to be used to defray the costs of the design and construction of certain public infrastructure improvements in connection with the first two phases of the development, Phase I and Phase II, as set forth in Exhibit “C-1” to the Master Facilities Agreement, which exhibit reflects an allocation of funds for the public infrastructure improvements to be provided in Phase I and Phase II (such improvements being identified in Exhibit “C-1” as the “Phase I Infrastructure” and the “Phase II Infrastructure” and so called herein); and

WHEREAS, Phase I is being developed in sub-phases, and the City developed a written cost analysis and projections for the various sub-phases of Phase I and for Phase II which allocates the proceeds of Funding No. 1 to design costs and construction costs for all of the Phase I Infrastructure and the Phase II Infrastructure, it being the intent and objective to allocate the proceeds of Funding No. 1 to facilitate the completion of all of the Phase I Infrastructure and the Phase II Infrastructure; and

WHEREAS, the parties desire by this First Amendment to, among other things, amend Exhibit “C-1” to the Master Facilities Agreement to show an allocation of Funding No. 1 according to the several sub-phases of the Phase I Infrastructure (e.g., Phase IA, Phase IB) and to the Phase II Infrastructure, rather than according to the types (e.g., water, wastewater, drainage) of public infrastructure improvements, which amended Exhibit “C-1” is included as a part of Attachment 2 attached to this First Amendment and incorporated herein; and

WHEREAS, the design and construction of the first sub-phase of the Phase I Infrastructure, being identified in the amended Exhibit “C-1” attached hereto as Phase IA, has been completed, and the design of the second sub-phase of the Phase I Infrastructure, being identified in the amended Exhibit “C-1” attached hereto as Phase IB, has been completed and construction of the Phase IB public infrastructure improvements is under way; and

WHEREAS, the design of Phase IC of the Phase I Infrastructure, identified in the amended Exhibit “C-1” attached hereto as the Creek Area Park (the “Creek Area Park”), has been completed and the City has solicited bids to construct the same, but it is anticipated that the

cost to construct the Creek Area Park will exceed the amount originally allocated for the same as set forth in Exhibit “C-1” and in Exhibit “D” to the Master Facilities Agreement; and

WHEREAS, in order to accommodate the design and construction of the Creek Area Park, the parties desire, as set forth herein, to further modify Exhibit “C-1” and Exhibit “D” to the Master Facilities Agreement to reflect the anticipated increased design and construction costs, but the parties recognize that such modification will result in the reduction of proceeds from Funding No. 1 for the design and construction of subsequent sub-phases of the Phase I Infrastructure (such subsequent sub-phases being identified in the amended Exhibit “C-1” attached hereto as Phase ID and Phase IE) and of the Phase II Infrastructure; and

WHEREAS, the Master Facilities Agreement provides in Section 7.C. thereof that, except for the design and construction of “Other Parks” as described therein, if the cost to design and construct public infrastructure improvements (including any change orders) exceeds the projected total costs for such public infrastructure improvements as set forth in Exhibits “C-1” and “C-2” of the Master Facilities Agreement (such difference being the “Cost Differential”), UDR and the Property Owners will pay the City the difference between such costs and the projected total costs prior to execution of a contract (including a change order) related to such improvements; and

WHEREAS, in light of the anticipated Cost Differential for the design and construction of the Creek Area Park, the parties desire to reflect in this First Amendment the provision of the same; and

WHEREAS, the parties desire to make other amendments and modifications to the Master Facilities Agreement as set forth herein, including providing clarification regarding the management of the construction of public infrastructure improvements in certain future sub-phases, and an amendment to Exhibit “E” (as well as to Exhibit “C-1”) thereto to reflect an adjustment to the phasing of the development of the Property.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, and other good and valuable consideration, the City, UDR and the Property Owners do hereby contract and agree as follows:

Section 1. Incorporation of Recitals. The above and foregoing Recitals to this First Amendment are true and correct and are incorporated into this First Amendment and made a part hereof for all purposes.

Section 2. Amendments and Modifications. The Master Facilities Agreement is amended and modified as follows:

A. Exhibit “C-1,” Exhibit “D,” and Exhibit “E” to the Master Facilities Agreement are amended and modified so that they shall read as set forth in the Exhibit C-1, Exhibit D, and Exhibit E which are each attached to this First Amendment as a part of Attachment 2 and incorporated herein for all purposes.

B. It is the intent and objective of the Master Facilities Agreement that the proceeds of Funding No. 1 and Funding No. 2 be allocated to the design and construction of the applicable

Public Infrastructure Improvements so that a sufficient amount of such proceeds is available (e.g., spread across all Phases and sub-phases) to facilitate the completion of all of such Public Infrastructure Improvements. Accordingly, the City may, in its sole discretion and after consulting with the Developer, establish an allocation of such proceeds for each of Funding No. 1 and Funding No. 2.

C. The Master Facilities Agreement provides in part that UDR will act as the owner and construction manager for the construction of the Public Infrastructure Improvements for all purposes, including, observation, supervision and coordination of all construction work, in accordance with such terms, conditions and provisions as the parties may agree upon. The Master Facilities Agreement further provides that UDR will designate a person to serve as the construction manager (the "Construction Manager") for the applicable portion of the Public Infrastructure Improvements, who shall have significant experience in managing public work construction projects of the type that is the subject of the then applicable construction contract.

The parties recognize and agree that the construction of Phase IC of the Phase I Infrastructure (as shown in the amended Exhibit "C-1" attached hereto, and being identified as the Creek Area Park) and the construction of Phase ID of the Phase I Infrastructure (as shown in the said amended Exhibit "C-1" and which includes the construction of certain bridges) requires a heightened degree of construction management and oversight in light of the nature of the construction. Therefore, UDR, in addition to designating the Construction Manager, shall retain at UDR's sole cost and expense a third-party to serve as a project construction engineer (the "Project Construction Engineer") during and in connection with the construction of each of the Phase IC and the Phase ID Public Infrastructure Improvements, as well as the construction of Phase IB of the Phase I Infrastructure (as shown in the said amended Exhibit "C-1"). The Project Construction Engineer shall be a person licensed by the State of Texas to practice civil engineering and who shall have significant experience in, among other things, working in floodplains and inspecting bridge construction. The person retained and designated to serve as the Project Construction Engineer by UDR shall, prior to such designation and retention, have been evaluated by a panel of representatives of each of UDR and the City, and in selecting the Project Construction Engineer UDR shall give great weight to such evaluation. The Project Construction Engineer shall be subject to all of the terms and conditions set forth in Section 6.B.2.(b) of the Master Facilities Agreement pertaining to the Construction Manager.

For each of the said Phase IB, Phase IC and Phase ID of the Phase I Infrastructure, the Project Construction Engineer shall, among other things, prepare and submit to the City a written report each week regarding the progress of the applicable construction project, attend meetings as requested by the City with designated City staff members, regularly inspect the work of the contractor to guard the City against any defects and deficiencies, and review and process change orders. The responsibilities of the Project Construction Engineer shall not be delegated to any other persons, including to staff members of UDR, without the written approval of the City.

D. It is anticipated that the City will enter into a contract for the construction of Phase IC of the Phase I Infrastructure (the Creek Area Park), which contract will be in the amount of \$_____. As set forth in the amended Exhibit "C-1" attached hereto, the amount of Funding No. 1 allocated to such construction is \$_____, leaving a balance of \$600,000.00, with no additional funds for possible change orders to the construction contract. In order that full funding for the said construction contract be in place and some additional

funding for possible change orders be available, UDR and the Property Owners shall pay to the City the said sum of \$600,000.00 plus an additional \$150,000.00 (the "Change Order Amount") to be used by the City, as needed, for change order purposes. Such amounts shall be paid to the City on or before February ___, 2010. The City will separately track the Change Order Amount, and will place the same into an interest bearing account. In the event that all of the Change Order Amount is not used in connection with the construction of Phase IC of the Phase I Infrastructure, upon the final completion of the construction thereof the City shall return to UDR and the Property Owners any remaining portion thereof (together with any accrued interest thereon). The parties recognize that change orders for the construction of the Phase IC Infrastructure may exceed \$150,000.00, and that UDR and the Property Owners will timely pay any additional change order amounts.

E. Section 6, subsection B.2.(c) of the Master Facilities Agreement is amended to read as follows:

(c) The City acknowledges and agrees that UDR's services as construction manager and supervisor and coordinator of the Public Infrastructure Improvements is a valuable service and that it is customary for a construction manager to receive a fee for such services. The City agrees that, in connection with each construction contract, on a monthly basis UDR shall be entitled to be paid by the City an amount equivalent to eight (8%) percent of the total construction costs for the Improvements which are the subject of the construction contract for UDR's services as the construction manager (all such amounts to be paid solely from Funding No. 1 or Funding No. 2, as may be applicable); provided, however, that UDR shall be entitled to such payment if and only if the costs to design and construct (including the cost of any change orders as described in Section 6.B.3. of this Agreement) the applicable Improvement(s) do not exceed the amount to be paid for such Improvement(s) from Funding No. 1 or Funding No. 2 (as applicable) as allocated and set forth in **Exhibits "C-1", "C-2", and "D"** attached hereto. If following the completion of a construction project for which UDR received a management fee, it is determined that UDR was not entitled to the management fee, UDR shall reimburse to the City the management fee to the extent funding was not available to pay the same as described in the previous sentence.

For example: (i) as shown in the amended Exhibit "C-1" attached to this First Amendment, the amount allocated to the design and construction (including, without limitation, the construction management fee of 8% of the construction costs) of Phase IE of the Phase I Infrastructure is \$1,451,699. Assume that out of the \$1,451,699, \$100,000 of that amount is the design (e.g., engineering) cost, leaving a balance of \$1,351,699. The balance of \$1,351,699 will be used toward payment of the cost of construction (including the construction management fee of 8%), allocated as follows: \$1,251,573 for the actual construction costs, and \$100,126 (8% of \$1,251,573) for the construction management fee. If the actual cost of a construction contract to construct the public infrastructure improvements included in Phase IE is \$1,351,173, UDR and the Property Owners shall pay the City the difference between \$1,251,573 and the contracted cost of \$1,351,573, or \$100,000, prior to the City executing the Phase IE construction contract. UDR will be entitled to payment of a construction management fee based on the amount allocated in the amended Exhibit "C-1" to actually construct the Phase IE public infrastructure improvements (that is,

8% of \$1,251,573, or \$100,126), but is not entitled to payment of a construction management fee on the \$100,000 paid by UDR.

F. Section 7, subsection C of the Master Facilities Agreement, entitled “Participation in Excess Costs by UDR and the Property Owners,” is amended to read as follows:

C. Participation in Excess Costs by UDR and the Property Owners.

1. Except for the design and construction of the Other Parks as described and set forth in Section 6.E.2., in the event that the design (e.g., engineering) costs in a design contract and the construction costs in a construction contract (including costs for testing and inspection as described in Section 6.C. and Section 6.D, respectively, and subject to and including change orders as described in Section 6.B.3.) of any Improvement(s) shall exceed the projected total costs for the relevant Public Infrastructure Improvement(s) as set forth in Exhibits “C-1” and “C-2”, UDR and the Property Owners shall pay the City the difference between contracted costs (e.g., for design and/or construction) and projected total costs prior to the execution of atthe design contract or a construction contract by the City related to such Improvements.

For example, as shown in the amended Exhibit “C-1” attached to this First Amendment, the amount allocated to the design and construction (including, without limitation, the construction management fee of 8% of the construction costs) of Phase IE of the Phase I Infrastructure is \$1,451,699. Assume that out of the \$1,451,699, \$100,000 of that amount is the design (e.g., engineering) cost, leaving a balance of \$1,351,699. The balance of \$1,351,699 will be used toward payment of the cost of construction (including the construction management fee of 8%), allocated as follows: \$1,251,573 for the actual construction costs, and \$100,126 (8% of \$1,251,573) for the construction management fee. If the actual cost of a construction contract to construct the public infrastructure improvements included in Phase IE is \$1,351,173, UDR and the Property Owners shall pay the City the difference between \$1,251,573 and the contracted cost of \$1,351,573, or \$100,000, prior to the City executing the Phase IE construction contract.

2. For the Other Parks as described and set forth in Section 6.E.2., in the event that the actual design and construction costs (including costs for testing and inspection as described in Section 6.C. and Section 6.D, respectively, and subject to change orders as described in Section 6.B.3.) of the Other Parks shall exceed the projected total costs for the Other Parks as set forth in Exhibits “C-1” and “C-2”, UDR and the Property Owners shall, prior to the execution of the construction contract by the City related to the Other Parks or any of them, pay to the City the difference between the actual and projected total costs, but the cumulative amount of such payments for all of the Other Parks shall not exceed Six Hundred Thousand and No/100 Dollars (\$600,000.00).

G. Section 8, first paragraph is amended to read as follows:

Section 8. Default by UDR and the Property Owners. In the event of a default by UDR and the Property Owners, the City shall have the right to terminate this Agreement

by giving at least thirty (30) days written notice of such termination to UDR. Further, in the event of a default or other breach of this Agreement, the City shall have shall have all remedies available at law, in equity or otherwise to enforce this Agreement and seek damages.

H. Section 8, subsection C of the Master Facilities Agreement is amended to read as follows:

C. Insolvency. If at any time after the execution of this Agreement (i) any insolvency proceedings shall be instituted against Developer (that is, UDR or any of the Property Owners) pursuant to any Federal or State law now or hereafter enacted, or any receiver or trustee shall be appointed for all or any portion of Developer's business or property for which this Agreement is a material part, or any execution or attachment shall issue against Developer or any of Developer's business or property for which this Agreement is a material part, and any of such proceedings, process or appointment be not discharged, dismissed or otherwise adjudicated within sixty (60) days from the date of such filing, appointment or issuance or within such other time as provided by applicable law or as may be ordered by a court of competent jurisdiction;³ or (ii) Developer shall be adjudged insolvent, or Developer shall make an assignment for the benefit of creditors, or Developer shall file a petition or petitions for (or enters into) an arrangement for reorganization, liquidation, composition or any other arrangement with Developer's creditors, or (iii) in the event this Agreement is assumed and assigned under any Federal or State law including applicable Bankruptcy or such other insolvency laws now or hereafter enacted, or this Agreement shall pass to or devolve upon, by operation of law or otherwise, to anyone other than Developer (except as herein provided), without first curing all defaults and providing adequate assurance of future performance as deemed appropriate within the sole discretion of the City, and unless the Agreement is otherwise assumed and the obligations thereunder cured, then the occurrence of any one of the above stated such contingencies outlined in subsections (i), (ii), and (iii) shall be deemed to constitute and shall be construed as a breach and/or repudiation by Developer of Developer's rights and obligations hereunder and shall cause this Agreement ~~*ipso facto*~~ to be cancelled and terminated at the City's sole discretion effective as soon as permitted by then applicable law without thereby releasing Developer; and upon such termination this Agreement shall not be treated as an asset of Developer's estate.

Section 3. No Other Amendments. Except for the amendments, modifications and revisions to the Master Facilities Agreement stated herein, including, without limitation, in Section 2 hereof, all other terms, provisions and representations of the Master Facilities Agreement shall remain unchanged and in full force and effect.

Section 4. Counterparts. This First Amendment may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Section 5. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and is not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Section 6. Authority to Execute. The individuals executing this First Amendment on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this First Amendment to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this First Amendment in order for the same to be an authorized agreement of the party for whom the individual is signing this First Amendment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

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

TOWN OF ADDISON, TEXAS

UDR, INC., a Delaware corporation

By: _____
Ron Whitehead, City Manager

By: _____
Thomas E. Lamberth, _____

ATTEST:

By: _____
Lea Dunn, City Secretary

DCO BROOKS APARTMENTS LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

DCO GREENBROOK APARTMENTS LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Marcus M. Culwell, _____

By: _____
Marcus M. Culwell, _____

DCO TALISKER LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

DCO GARDEN OAKS LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Marcus M. Culwell, _____

DCO GLENWOOD APARTMENTS LP,
a Delaware limited partnership
By: DCO Glenwood Apartments GP
LLC, its General Partner

DCO CLIPPER POINTE LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: DCO Realty, Inc., its Sole
Member

By: _____
Marcus M. Culwell, _____

By: _____
Marcus M. Culwell, _____

DCO SPRINGHAVEN LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner
By: _____
Marcus M. Culwell, _____

DCO ADDISON AT BROOKHAVEN LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner
By: _____
Marcus M. Culwell, _____

DCO GREENHAVEN LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner
By: _____
Marcus M. Culwell, _____

DCO SAVOYE LLC,
a Delaware limited liability company
By: DCO Realty, Inc., its Sole Member
By: _____
Marcus M. Culwell, _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2010 by Ron Whitehead, City Manager of the **Town of Addison**, Texas, a Texas municipal corporation, on behalf of the said municipal corporation.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2010 by Marcus M. Culwell, Senior Vice President - Development of **UDR, Inc.**, a Maryland corporation, on behalf of the said corporation.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO BROOKS APARTMENTS LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO GREENBROOK APARTMENTS LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO TALISKER LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of

DCO GARDEN OAKS LP, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, Sole Member of DCO Glenwood Apartments GP LLC, a Delaware limited liability company, General Partner of **DCO GLENWOOD APARTMENTS LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO CLIPPER POINTE LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO SPRINGHAVEN LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO ADDISON AT BROOKHAVEN LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO GREENHAVEN LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, Sole Member of **DCO SAVOYE LLC**, a Delaware limited liability company, on behalf of the said limited liability company.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

ATTACHMENT 1
TO FIRST AMENDMENT TO MASTER FACILITIES AGREEMENT

[attach copy of Property showing ownership]

**ATTACHMENT 2
TO FIRST AMENDMENT TO MASTER FACILITIES AGREEMENT**

[attach revised Exhibits "C-1," "D" and "E"]



icon Consulting Engineers, Inc.
Civil Engineers - Designers - Planners
Bicentennial Financial Center
250 W. Southlake Blvd., Suite 117
Southlake, TX 76092
Phone: (817) 552-8210
Fax: (817) 552-3128

SCALE: 1"=250'

Infrastructure Improvements

Phase 1A	\$ 428, 228
Phase 1B	\$ 7, 100, 774
Phase 1C	\$ 9, 204, 467
Phase 1D	\$ 3, 630, 056
Phase 1E	\$ 1, 451, 699
Phase 2	\$ 1, 474, 783

TOTAL FUNDING \$23, 290, 007

- Phase 1A - Wastewater Improvements in Farmers Branch Creek
- Phase 1B - Paving, Drainage & Utility Improvements for Vitruvian Way
- Phase 1C - Park & Streetscape Improvements
- Phase 1D - Bridge Improvements
- Phase 1E - Vitruvian Way Realignment at Intersection of Spring Valley Road
- Phase 2 - Bella Lane from Vitruvian Way to Bridge

Phase 101:

392 Residential Units
16,000 sq. ft. Retail
\$67,750,000 Private Investment
Estimated Delivery January 2010

Phase 102:

352 Residential Units
10,500 sq. ft. Retail
17,600 sq. ft. Office
\$68,000,000 Private Investment
Estimated Delivery June 2011

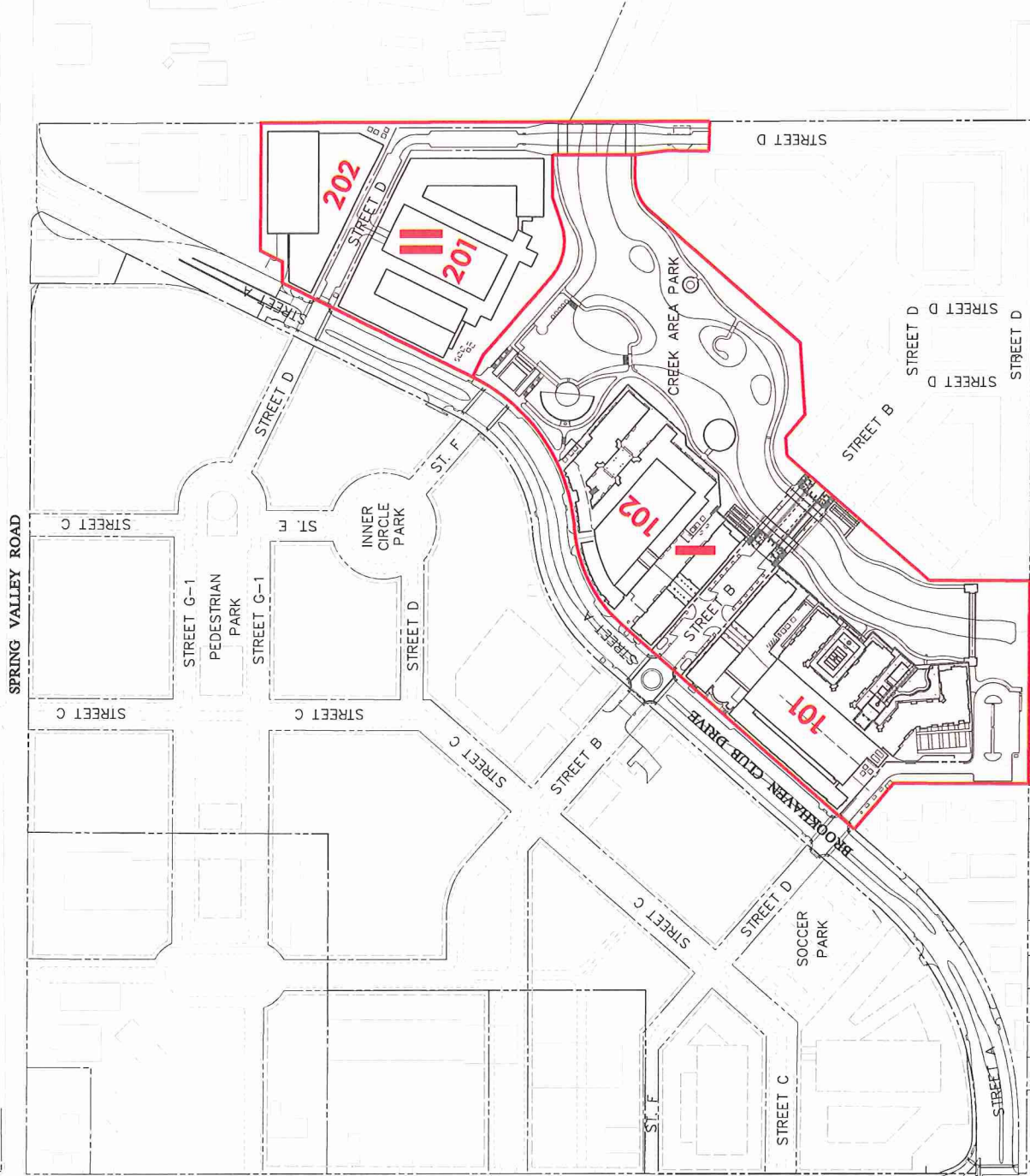
Phase 201 (Based on 5-story Design):

422 Residential Units
\$70,000,000 Private Investment
Estimated Delivery June 2012

Phase 202: TBD

Total Private Development:
1166 Residential Units
26,500 sq. ft. Retail
17,600 sq. ft. Office
\$205,750,000 Private Investment

* Private Development Figures and Timing are Current Estimates and are Subject to Change Based on Design Refinement and/or Market Influence.



**REVISED
EXHIBIT "C-1"
FUNDING NO. 1**

02/05/10

Icon Consulting Engineers, Inc.
 250 W. Southlake Boulevard, Suite 117
 Southlake, Texas 76092
 (817) 552-6210

Statement of Probable Cost
 Project: Brookhaven
 Summary of Improvements

Project No: 5019-01
 Date: Rev. 1/18/2010
 Prepared By: Bruce F. Dunne

SUMMARY OF IMPROVEMENTS	PROJECTED COST
FUNDING #1	
PHASE 1A	\$428,228
PHASE 1B	\$7,100,774
PHASE 1C	\$9,204,467
PHASE 1D	\$3,630,056
PHASE 1E	\$1,451,699
PHASE 2	\$1,474,783
TOTAL FUNDING #1	\$23,290,007
FUNDING #2	
WATER IMPROVEMENTS	\$1,226,702
WASTEWATER IMPROVEMENTS	\$464,221
DRAINAGE IMPROVEMENTS	\$733,670
STREET TYPE "B" IMPROVEMENTS	\$634,450
STREET TYPE "C" IMPROVEMENTS	\$2,675,181
STREET TYPE "D" IMPROVEMENTS	\$6,465,497
STREET TYPE "E" IMPROVEMENTS	\$643,703
STREET TYPE "F" IMPROVEMENTS	\$1,043,442
STREET TYPE "G-1" IMPROVEMENTS	\$1,556,027
STREET TYPE "G-3" IMPROVEMENTS	\$585,129
ANCILLARY PARK IMPROVEMENTS	\$561,307
TOTAL FUNDING #2	\$16,589,329
TOTAL SUMMARY OF IMPROVEMENTS	\$39,879,336

This "Statement of Probable Cost" is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition, the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, Icon Consulting Engineers, Inc. can not guarantee that actual costs will not vary from the opinions expressed herein.

Exhibit "D"

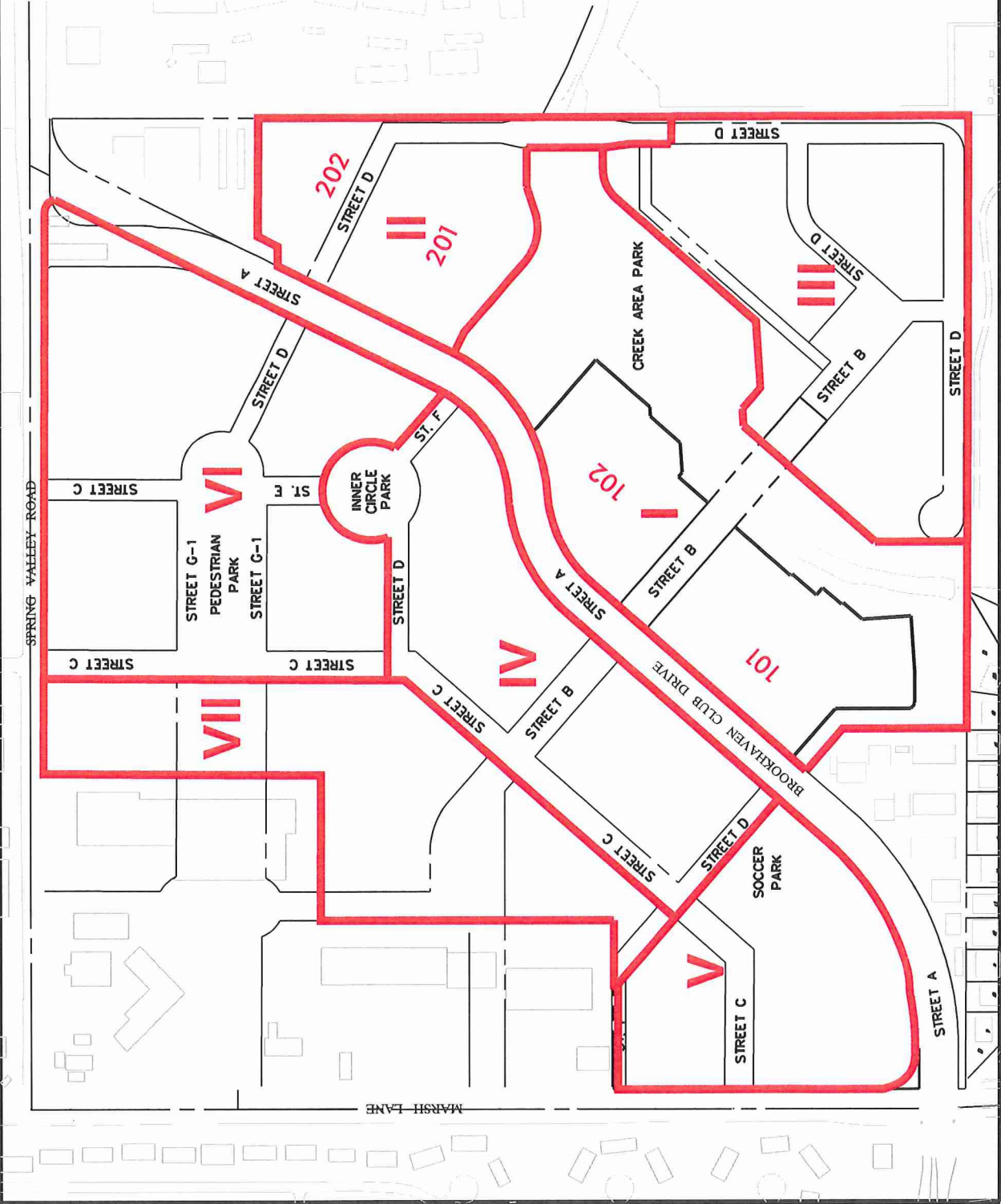
icon Consulting Engineers, Inc.
Civil Engineers - Designers - Planners
Bicentennial Financial Center
250 W. Southlake Blvd., Suite 117
Southlake, TX 76092
Phone: (817) 552-6210
Fax: (817) 552-3126



Scale: 1"=250'

EXHIBIT "E" VITRUVIAN DEVELOPMENT PHASING PLAN

01/19/10



Council Agenda Item: #R6

AGENDA CAPTION:

Presentation, discussion and consideration of approval of an Amendment to the Master Facilities Agreement, between the Town, UDR, Inc., and various property owners regarding public infrastructure improvements in the Vitruvian Park Area.

FINANCIAL IMPACT:

NA

BACKGROUND:

In March 2008 the Town of Addison and UDR entered into a Master Facilities agreement that detailed the proposed public infrastructure improvements related to the redevelopment of the property located in the Brookhaven Club area and the construction phasing and cost allocation of the proposed improvements. At the time of the execution of that agreement, the cost allocation for the various public infrastructure improvements were based on a proposed phasing schedule and conceptual plans.

The proposed amendment to the Master Facilities agreement reflects the modified phasing schedule as well as the revised cost allocations for the various projects within Funding I, Phase I and II, and modifies other provisions for clarification. The Town's total funding commitment for Funding I still remains at \$23,290,007.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A, Maintain Diversified Residential Housing Opportunities, Provide Quality Leisure Opportunities, Work to instill a "Sense of Community" in Addison's residents

ATTACHMENTS:

Description:

- [Master Facilities Agreement Amendment 1](#)
- [Master Facilities Agreement](#)

Type:

Backup Material
Backup Material

STATE OF TEXAS §
 § **MASTER FACILITIES AGREEMENT**
COUNTY OF DALLAS §

THIS Master Facilities Agreement (hereinafter "Agreement") is entered into this 11th day of March, 2008 (the "Effective Date"), by and between the TOWN OF ADDISON, TEXAS (the "City"), a home rule municipality; UDR, INC., a Maryland corporation ("UDR"); and DCO BROOKS APARTMENTS LP, a Delaware limited partnership, DCO GREENBROOK APARTMENTS LP, a Delaware limited partnership, DCO TALISKER LP, a Delaware limited partnership, DCO GARDEN OAKS LP, a Delaware limited partnership, DCO GLENWOOD APARTMENTS LP, a Delaware limited partnership, DCO CLIPPER POINTE LP, a Delaware limited partnership, DCO SPRINGHAVEN LP, a Delaware limited partnership, DCO ADDISON AT BROOKHAVEN LP, a Delaware limited partnership, and DCO GREENHAVEN LP, a Delaware limited partnership (collectively the "Property Owners").

RECITALS

WHEREAS, the City is a home rule municipality pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, collectively the Property Owners are the sole owners of all of that real property, together with the improvements thereon, which is located within the City and which is described in Exhibit "A" attached hereto and incorporated herein, and to which reference is made in Section 3 of this Agreement (the "Property"); and

WHEREAS, with respect to the Property Owners, each is a limited partnership and, except for DCO Glenwood Apartments LP, the general partner of each of the limited partnerships is DCO Realty Inc., a Delaware corporation ("DCO Realty"); with respect to DCO Glenwood Apartments LP, the general partner is DCO Glenwood Apartments GP LLC, a Delaware limited liability company, and DCO Realty is its sole member; with respect to the Property Owners, DCO Realty has and possesses the power and authority to control (i.e. directly possesses the power to direct the management and policies without the consent or approval of any other person or entity) each of them, and is an Affiliate of UDR, and UDR has ownership of and controls (i.e. directly possesses the power to direct the management and policies without the consent or approval of any other person or entity) DCO Realty; and

WHEREAS, the Property is currently the site of several apartment complexes, and the Property Owners, to the extent of their respective ownership of the Property, and UDR desire to redevelop the Property, and the City also wants to encourage the redevelopment of the Property; and

WHEREAS, the redevelopment of the Property consists of a well-planned, mixed use development with urban residential, commercial, and retail uses organized within a system of pedestrian-friendly streets and trails, integrating therein an existing creek, surrounding green space, and generous open space for recreation opportunities, along with water features, passive recreation amenities and scenic landscapes to provide enhanced aesthetics (the "Project"); and

WHEREAS, the Property is zoned PD Planned Development pursuant to Ordinance No. 007-034 of the City (the "Zoning Ordinance"), providing for a mix of residential, retail, office, and other uses, which Ordinance, among other things, approved a concept plan for the development of the Property (the "Concept Plan"); and

WHEREAS, UDR and the Property Owners anticipate that the development of the Property will extend over a period of up to fifteen (15) years following the Effective Date, will comprise approximately 5,400 housing units, and will occur in phases (collectively the "Phases"), and the parties understand that there may be sub-phases in certain Phases; and

WHEREAS, the development of the Property in accordance with the Zoning Ordinance and the Concept Plan will contribute important direct and indirect economic and social benefits to the City including, but not limited to, creation of a larger, urban-oriented residential population, additional jobs and increased property and sales tax revenues, and in particular such development will serve as a catalyst for the development and redevelopment of areas of the City surrounding the Property; and

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

WHEREAS, in connection with the development of the Property, the Developer advised the City that a contributing factor that would encourage the Developer to develop the Property would be an agreement by the City to provide funding to defray a portion of the cost to construct certain public facilities and improvements, which facilities and improvements are described in Exhibit "D" attached hereto and incorporated herein (the "Public Infrastructure Improvements") and consist primarily of the reconstruction of Brookhaven Club Drive, water system improvements, wastewater system improvements, drainage improvements, street improvements for various types of streets, and park improvements; and

WHEREAS, the City has adopted an Incentive Policy & Guidelines for Qualifying Projects (the "Incentive Policy"), which provides, among other things, (i) for the City to consider providing incentives to attract new, or to improve existing, residential assets, and (ii) for the identification of redevelopment zones and bond issue revenue for infrastructure, utilities, and streetscape as a primary incentive program; and

WHEREAS, the City Council has approved expenditure of public funds in the amount of Thirty Nine Million Eight Hundred Seventy Nine Thousand Three Hundred Thirty Six and No/100 (\$39,879,336.00) Dollars in order to participate in the costs of public facilities and improvements which will serve not only the development of the Property but the City at large as well (the "City's Financial Commitment"); and

WHEREAS, by this Agreement the parties desire to provide for, among other things, the allocation and expenditure of said authorized funds for the Public Infrastructure Improvements; and

WHEREAS, the City Council has adopted Resolution No. 008-002 on February 12, 2008 approving this Agreement with UDR and the Property Owners and authorizing the City Manager to execute the same.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, and other good and valuable consideration, the City, UDR and the Property Owners do hereby contract and agree as follows:

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

"Affiliate" means (i) all persons, corporations, or other entities which control UDR, and (ii) all persons, corporations or other entities under the control of UDR. As used in this definition of Affiliate, **"control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, corporation, or other entity, whether through ownership of voting securities or partnership interests, by contract, or otherwise without the consent or approval of any other person or entity.

"Concept Plan" means the Concept Plan for the Property, together with all conditions attached thereto, as approved by the City on October 9, 2007, and incorporated into City Ordinance No. 007-034. A true and correct copy of Ordinance No. 007-034 is attached hereto as **Exhibit "B"** and incorporated herein for all purposes.

"Developer" means UDR and the Property Owners.

"Development Plan" means a final development plan approved by the City for a Phase of the Project.

"Funding No. 1" means a portion of the City's Financial Commitment in the amount of Twenty Three Million Two Hundred Ninety Thousand Seven and No/100 Dollars (\$23,290,007.00) as reflected on **Exhibit "C-1"** attached hereto and incorporated herein.

"Funding No. 2" means a portion of the City's Financial Commitment in the amount of Sixteen Million Five Hundred Eighty Nine Thousand Three Hundred Twenty Nine and No/100 Dollars (\$16,589,329.00) as reflected on **Exhibit "C-2"** attached hereto and incorporated herein.

"Phase" or **"Phases"** means or refers to a particular portion of the private development of the Property as identified in the Concept Plan. It is anticipated that there may be as many as six (6) Phases, and they shall be respectively referred to herein as: "Phase I," "Phase II," "Phase III," "Phase IV," "Phase V," and "Phase VI." The Phases are as shown in **Exhibit "E."**

"Project" has the meaning set forth in the recitals.

"Public Infrastructure Improvements" or **"Improvements"** means the public streets, easements and other public rights-of-way, water, sewer and drainage facilities, park facilities and all other proposed public facilities and improvements shown and described (together with their projected design and construction costs) in the Concept Plan and in **Exhibits "C-1," "C-2," and "D"** attached hereto and incorporated herein.

Section 2. Purpose and Intent; City Funding.

A. Among other things, this Agreement is to encourage redevelopment of aging properties for the benefit of the City, the implementation of comprehensive plan policies relating to development of the Property, and to provide appropriate levels of public facilities and improvements to support such redevelopment and to enhance the quality of life for all citizens of the City.

B. It is the City's intention to finance the costs of the Public Infrastructure Improvements as set forth in this Agreement with the proceeds from the sale of its Certificates of Obligations. No other funds of the City, other than the proceeds of the Certificates of Obligation, are obligated or encumbered to provide the Public Infrastructure Improvements.

Section 3. Property. The Property subject to this Agreement is that real property described in Exhibit "A", which is attached hereto and made a part of this Agreement as if fully set forth, and is all of the land lying within PD Planned Development as established by Ordinance No. 007-034 of the City and as depicted on the Concept Plan attached thereto.

Section 4. Rights and Obligations of Parties.

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

B. Assignment.

1. Subject to the limitations stated herein, the Property Owners, to the extent of their respective ownership interests in the Property, and UDR shall have the right to sell, transfer, assign, pledge, or otherwise convey (collectively, "Assign" or "Assignment," and the person or entity to whom such Assignment is made being an "Assignee") their legal and equitable interest in the Property, in whole or in part, or any portion thereof, to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that neither an Assignment to: (i) an Affiliate of UDR; nor (ii) any real estate investor or developer with a principal who has a net worth of at least Fifty Million and No/100 Dollars (\$50,000,000.00) (a "Capitalized Assignee") shall require the written approval of the City. In the event such Assignee is an Affiliate of UDR, UDR shall provide written notice and information to the City of and regarding the Assignment (including the name of the Assignee, the type of entity, the state of formation, contact information, and a statement to the effect that the Assignee is an Affiliate of UDR) promptly following the Assignment and, upon the City's request, provide the City with written evidence establishing the relationship between UDR and such Affiliate and the then current ownership of and interests in the Property or portion thereof; in the event such Assignee is a Capitalized Assignee, UDR shall provide written notice and information to the City of and regarding the Assignment (including the name of the Assignee, the type of entity, the state of formation, contact information, and evidence establishing that the Assignee is a real estate investor or developer with a net worth of at least \$50,000,000.00) promptly following the Assignment and, upon the City's request provide the City with written evidence establishing the Capitalized Assignee's interest in the Property or portion thereof, that

the Assignee is a real estate investor or developer, and the Assignee's net worth. Except as authorized above, UDR and the Property Owners shall not, and shall have no authority to, Assign the Property or any interest therein, and any Assignment without the prior written consent of the City shall be void *ab initio*. Any Assignment shall include a specific acknowledgment that the respective Assignee is assuming the applicable possible reimbursement obligation regarding Funding No. 2, as stated in Section 7.F herein. Notwithstanding the foregoing, no Assignment by UDR and the Property Owners, or any of them, whether to an Affiliate, a Capitalized Assignee, or otherwise, shall relieve UDR or the Property Owners of or from their duties or obligations pursuant to this Agreement except as authorized in writing by the City, and the duties and obligations of UDR and the Property Owners under this Agreement may not be transferred or delegated without the prior written consent of the City, and any such attempted transfer or delegation without the prior written consent of the City shall be void *ab initio*.

2. During the term of this Agreement, any Assignee of the Property or any portion thereof, or of any of the rights or privileges under this Agreement, shall observe and perform all of the duties and obligations of UDR and the Property Owners as contained in this Agreement, or as it may be amended or revised, as such duties and obligations pertain to the portion of the Property which is Assigned. Any Assignment of the Property and/or this Agreement by UDR or the Property Owners shall be in writing and shall clearly provide that the Assignee shall observe and perform all of the duties and obligations of UDR and the Property Owners as contained herein and be bound by the terms and provisions of this Agreement; at the City's request, a true and correct copy of such writing shall be promptly provided to the City.

3. Any and all successors and Assignees of UDR or the Property Owners shall have all of the same rights, benefits, duties, obligations and liabilities of UDR and the Property Owners under this Agreement.

Section 5. Public Infrastructure Improvements Schedule.

A. **Schedule.** Exhibit "D", which is attached hereto and which is made a part of this Agreement as if fully set forth, sets forth a summary of the nature of the Public Infrastructure Improvements and the total anticipated costs and their costs to be associated with the Project. The Schedule describes the estimated total costs for a particular Improvement, for purposes of Section 7 of this Agreement.

B. **Dedication of Rights-of-Way; Development in Accordance with Laws.** Dedication of all rights-of-way, easements, and any other land or interest therein required for a Public Infrastructure Improvement shall be dedicated by UDR and the Property Owners, to the City by plat or separate instrument prior to construction of such Public Infrastructure Improvement. UDR and the Property Owners agree that such dedication in each instance does not exceed the amount required for infrastructure improvements that are roughly proportionate to the proposed development, and waives any claim or right to dispute or appeal the same only with regard to the dedications required herein. In the development of the Property, UDR and the Property Owners shall comply with all federal, state, and local laws, ordinances, rules, regulations, codes and standards applicable, thereto, including, without limitation, the Zoning Ordinance and the subdivision ordinances, rules, and regulations of the City, as of the Effective Date and as the same may be amended, modified or superseded provided such amended,

modified or superseded ordinances, rules and regulations do not prohibit or materially impair the construction of the Project as approved under Zoning Ordinance 007-034.

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

A. Design.

1. In connection with Funding No. 1 and Funding No. 2, the Developer shall recommend to the City a design professional (e.g., a professional engineering firm and professional engineer registered and licensed to practice engineering in the State of Texas) licensed to practice its professional service in the State of Texas (such design professional being referred to herein as the "Engineer") to engineer and/or otherwise design, as the case may be, the Public Infrastructure Improvements and to, without limitation, participate in the City's process to select a contractor to construct the Public Infrastructure Improvements. Developer will make such recommendation on the basis of the Engineer's reputation and the experience and qualifications to perform the services as represented by the Engineer. It is the parties' understanding that, as applicable, the professional fees for the Engineer shall be fair and reasonable, the same being the standard for the selection of a professional engineer as set forth in the Texas Professional Services Procurement Act, Chapter 2254, Tex. Gov. Code (the "Professional Services Procurement Act"). The costs of all such engineering services shall be paid for from available funds which are part of the City's Financial Commitment.

2. The City Council shall evaluate the recommendation of the Developer and the information submitted by the proposed Engineer and vote to approve or disapprove of the proposed Engineer at a negotiated price in accordance with the Professional Services Procurement Act, as the same may be applicable. If the City Council disapproves the same, Developer shall continue to follow the procedure set forth above until the City Council approves of the Engineer at a negotiated price, as applicable.

3. After the City Council's approval of the Engineer, the City shall enter into a contract with the Engineer at the negotiated price, as applicable (the "Engineering Contract") for that portion of the Public Infrastructure Improvements then under consideration, which shall provide, among other things, that the Engineer will engineer and/or otherwise design, as the case may be, the Public Infrastructure Improvements (or portion thereof), will participate in the City's process to select a contractor to construct the same, and will be engaged in the on-site review of the construction work.

B. Construction.

1. Engineering (or other design plans, as the case may be) consisting of design plans and specifications for the Improvements shall be submitted to the City Engineer for review and consideration of approval, which review and consideration shall be processed in accordance with the City's standard procedures for processing such plans and specifications, but which process shall not be unreasonably delayed. The City shall, following the City's final

approval of such plans and specifications, solicit bids (or pursue other authorized procurement methods) to construct the proposed Improvements in accordance with law. Following the opening of the bids (or other submissions in accordance with other authorized procurement methods) received, the City Engineer shall notify the Developer of the same and the City's proposal to the City Council regarding the award. The City Council shall thereafter select a contractor to construct the Public Infrastructure Improvements (or applicable portion thereof) and enter into a contract with the contractor. Prior to execution of any such construction contract, UDR shall have a reasonable opportunity to review the contract and recommend modifications as it deems appropriate regarding the contract to the City.

2. In conjunction and simultaneous with the construction of the Improvements, UDR and the Property Owners will be constructing certain private improvements upon that portion of the Property included within the applicable Phase. Upon the award and execution of the construction contract between the City and the contractor and in order to coordinate the construction of the public and private facilities, the City shall assign all of its rights, powers, duties and obligations under the construction contract to UDR, and UDR shall act and serve as the owner and construction manager under the contract for all purposes, including, observation, supervision and coordination of all construction work, in accordance with such terms, conditions and provisions as the parties may agree upon (and which, in connection with UDR's role as construction manager, shall include insurance provisions to be provided by UDR for the protection of UDR and the City, the costs of which are eligible to and may be paid from the proceeds of Funding No. 1 and Funding No. 2, as applicable, and provisions related to indemnity from UDR to the City) in connection therewith and with the following:

(a) UDR shall use best efforts to ensure that all Public Infrastructure Improvements are completed in a timely manner in accordance with the construction contract documents, plans and specifications. The City Manager may approve reasonable extensions to deadlines for performance of any work by UDR and the Property Owners, or their contractors, provided UDR, the Property Owners or their contractors are using due diligence and reasonable efforts to complete said work. UDR will facilitate weekly meetings with designated City staff members regarding the planning and construction of the Improvements, which meetings shall occur more often as may be requested by the City. UDR shall coordinate the construction as a construction manager, including confirming that the Engineer has inspected the work of the contractor to guard the City against, and shall notify the City of, any defects and deficiencies in the Improvements without assuming responsibility for the means and methods used by the contractor. UDR shall also coordinate testing by the geotechnical engineering firm selected by the City in accordance with Section 6.C. herein.

(b) (i) In connection with its obligations pursuant to such assignment, UDR shall consult with the City regarding the designation of, and thereafter designate, a person to serve as the construction manager (the "Construction Manager") for the applicable portion of the Public Infrastructure Improvements. UDR and the Property Owners shall be fully responsible for the Construction Manager and all of the Construction Manager's work and activities. Following such designation UDR shall promptly provide to the City the name of the person so designated and the person's contact information, and shall update such contact information in the event of any change.

(ii) The person designated by UDR as the Construction Manager shall have significant experience in managing construction projects of the type that is the subject of the then applicable construction contract (e.g., if the construction contract is for the construction of the Creek Area Park, the Construction Manager shall have significant experience in managing park construction projects). The Construction Manager shall meet and communicate with the City, including the Director of Public Works and the Director of Parks, on a regular basis. Among other things, the Construction Manger shall inform the City Manager of all emergencies and the occurrence of any unforeseen circumstances relating to the construction contract.

(iii) Should the performance of the designated Construction Manager be reasonably determined to be unsatisfactory to the City Manager as evidenced by written notice from the City Manager, UDR shall, if the Construction Manager has not cured the unsatisfactory performance as set forth in the notice within a reasonable period of time following written receipt of such request (but in any event not to exceed 30 days, but such time period may be extended if necessary in order to comply with any applicable federal, state, or local law or regulation), remove the current Construction Manager and appoint a replacement in accordance with the provisions of this subsection within a reasonable time period thereafter (but not to exceed 15 days).

(c) The City acknowledges and agrees that UDR's services as construction manager and supervisor and coordinator of the Public Infrastructure Improvements is a valuable service and that it is customary for a construction manager to receive a fee for such services. The City agrees that, in connection with each construction contract, on a monthly basis UDR shall be entitled to be paid by the City an amount equivalent to eight (8%) percent of the total construction costs for the Improvements which are the subject of the construction contract for UDR's services as the construction manager (all such amounts to be paid solely from Funding No. 1 or Funding No. 2, as may be applicable); provided, however, that UDR shall be entitled to such payment if and only if the costs to design and construct (including the cost of any change orders as described in Section 6.B.3. of this Agreement) the applicable Improvement(s) do not exceed the amount to be paid for such Improvement(s) from Funding No. 1 or Funding No. 2 (as applicable) as allocated and set forth in Exhibits "C-1", "C-2", and "D" attached hereto. If following the completion of a construction project for which UDR received a management fee, it is determined that UDR was not entitled to the management fee, UDR shall reimburse to the City the management fee to the extent funding was not available to pay the same as described in the previous sentence.

(d) Except as provided in paragraph (d) of this Section 6.B.2., UDR and the Property Owners shall fully resolve and completely pay or settle, by litigation or otherwise, any claims of the construction contractor or subcontractor, arising out of the performance of the construction contract without involving the City. Any construction contract for the construction of the Public Infrastructure Improvements shall specify that the contractor shall look solely to UDR and the Property Owners concerning any claim under the contract, except to the extent that a claim is directly related to the conduct of the City.

(e) In the event that claims from a contractor under a construction contract result from the wrongful failure by the City to make construction payments in accordance with

the terms of this Agreement, UDR may seek reimbursement in accordance with this paragraph. In the event UDR intends to seek reimbursement from the City for the expense incurred by UDR in resolving any claim caused directly by the City's wrongful failure to make such construction payments, UDR shall notify the City in writing of the claim and any proposed settlement or resolution. The City reserves the right upon such notice, and at the City's sole election, to make an audit of those limited portions of the financial books and records of the Developer which deal specifically with the particular Improvement which is the subject of such Developer requested reimbursement. Each construction contract regarding any of the Public Infrastructure Improvements shall provide for the City's right to audit the respective construction contractor's claims.

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

3. Notwithstanding the City's assignment of any construction contract to UDR as set forth above, all change orders shall be processed and approved by the City in accordance with the City's procedure for the review and approval thereof. It is anticipated that, in connection with the construction of Public Infrastructure Improvements, change orders may occur; to the extent a change order is necessary for the successful completion of a construction project as identified and described in the construction contract, plans and specifications therefor, the cost for such change order shall be paid from funds (e.g., funds from Funding No. 1 or Funding No. 2, as applicable) then available (if any) for the relevant Public Infrastructure Improvement in accordance with this Agreement. In the event and to the extent such funds are not available, UDR shall pay the change order in accordance with Section 7.C. of this Agreement.

4. The construction contract shall require, among other things, that the contractor provide performance and payment bonds in a form reasonably acceptable to the City. Bonds shall be issued by a surety company satisfactory to the City, licensed by the State of Texas to act as a Surety, and listed on the current U. S. Treasury Listing of Approved Sureties. All bonds shall be made on a form complying with the requirements of the laws of the State of Texas. The performance and payment bonds shall name the City and UDR and the Property Owners as joint obligees and beneficiaries. A surety bond shall also be executed and provided to the City to include a two-year maintenance requirement for the Public Infrastructure Improvements.

5. All Public Infrastructure Improvements shall become the sole property of the City upon completion of the work and acceptance of the work by the City. Upon final completion of the Improvements and acceptance thereof by the City in accordance with the construction contract for the Improvements for each Phase, the City shall take the Public Infrastructure Improvements free from any liens or encumbrances thereon except for any private utility easements; and with respect to the Creek Area Park only, the conveyance of the same to the City may include a restriction that the City will not, after the completion of the construction of the Creek Area Park and the City's acceptance thereof, make any material change to or material re-design of the Creek Area Park without the prior written consent of UDR, its authorized successors and assigns.

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

C. Testing. The City shall enter into a contract with a geotechnical engineering firm to provide soils testing services relating to the construction of Public Infrastructure Improvements. Costs of such services shall be paid for through available funds (e.g., funds from Funding No. 1 or Funding No. 2, as applicable) as allocated and set forth in Exhibits "C-1", "C-2", and "D" attached hereto. In no event shall the expenditures for "soils testing services" exceed 2% of the actual construction cost (as may be adjusted by change order as described in Section 6.B.3.) set forth in an executed construction contract for the construction of any Improvement(s) unless agreed upon in writing by both the City and UDR.

D. Inspection; Final Payment. The City shall have the right to use the City's own professional engineering employees for inspection of any and all construction of Improvements, and if the City does so, there shall be no inspection fees or changes to UDR or any Property Owner. Alternatively, the City may enter into a contract with an engineering firm (or other inspection firm as determined to be appropriate by the City) to provide inspection services relating to the construction of any Public Infrastructure Improvement(s). Costs of such services shall be paid for through available funds (e.g., funds from Funding No. 1 or Funding No. 2, as applicable) as allocated and set forth in Exhibits "C-1", "C-2", and "D" attached hereto. In no event shall the expenditures for "inspection services" exceed 4% of the actual construction cost (as may be adjusted by change order as described in Section 6.B.3.) set forth in an executed construction contract for the construction of any Improvement(s) unless agreed upon in writing by both the City and UDR. Notwithstanding the foregoing, the City reserves the right, but does not have the obligation, to inspect, test, measure, verify and approve the construction work on the Improvements as the City deems necessary. Final payment to the construction contractor shall not be made until the respective Improvement(s) described in the construction contract have been finally completed in accordance with such construction contract, plans and specifications and have been accepted by the City.

E. Park Improvements.

1. A portion of the Public Infrastructure Improvements includes a creek park and creek park open space (the "Creek Area Park"), the conceptual plan for which has been prepared by Kevin W. Sloan, Kevin Sloan Studio, Dallas, Texas and a true and correct copy of which is attached hereto as Exhibit "F" and is on file in the office of the City's Director of Development Services (the "Creek Area Park Plan"). The parties acknowledge and agree that the Creek Area Park Plan contemplates a high-quality facility, and that the design (e.g., preparation of plans and specifications based upon the Creek Area Park Plan) and eventual construction of the Creek Area Park shall take place in Phase I and shall be in accordance with and adhere to the Creek Area Park Plan. The design professional who will prepare the plans and specifications based upon the Creek Area Park Plan may be a subcontracting design professional of the Engineer selected by the City; if not, selection and execution of a contract with a design professional to prepare the plans and specifications shall be by the City in accordance with the process set forth in Section 6. The selection of and execution of a contract with a contractor to construct the Creek Area Park, shall be by the City in accordance with the process set forth in Section 6.

2. In connection with all other parks and open space areas of the Project (not including the Creek Area Park), which other parks and open space areas are identified on the attached Exhibit "E" (collectively, the "Other Parks"), the City and UDR shall establish a committee to recommend to the City a design professional to plan and design the same. The committee shall consist of three (3) City representatives and three (3) UDR representatives. Each member of the committee shall be entitled to vote on the recommendation to the City Council. Final selection of and execution of a contract with a design professional to design and prepare the plans and specifications for the Other Parks, and the selection of and execution of a contract with a contractor to construct the same, shall be by the City in accordance with the process set forth in Section 6.

F. Landscape Maintenance. The City shall maintain all landscaping and streetscaping in the public right-of-way and dedicated easements (except to the extent such maintenance is required to be performed by the owner of the fee simple title) and all dedicated park and creek areas, according to the specifications and standards set forth in each approved Development Plan, and as provided in the Landscape Maintenance Schedule attached to this Agreement as Exhibit "G". Also, in no event shall the City subsequently make any material changes to or materially redesign of the Creek Area Park after the completion and acceptance by the City without the prior written consent of the UDR and its successors and assigns, which consent shall not be unreasonably withheld, conditioned or delayed. The terms of this subsection 6.F, shall survive the termination of this Agreement.

Section 7. Allocation of City's Financial Commitment, Payment and Participation by UDR and the Property Owners in Excess Costs; UDR's Reimbursement Obligation; Ad Valorem Tax Valuation.

A. Allocation by designed Fundings and Payment. Funds (i.e., Funding No. 1 and Funding No. 2) for the design and construction of the Public Infrastructure Improvements (including UDR's 8% construction management fee) shall be allocated as described and identified in Exhibit "D" and shall not exceed the amounts set forth in Exhibits "C-1" and "C-2". If the actual costs of the Public Infrastructure Improvements in connection

with Funding No. 1 (including costs for design, construction, UDR's construction management fee, testing, and inspection, and change orders as described in Section 6.B.3.) are less than \$23,290,000.00, the funds remaining may be reallocated to pay for or to reimburse actual costs of Improvements for subsequent Public Infrastructure Improvements related to the Project. Payment of Funding No. 1 shall be made by the City in accordance with the procedures set forth in Section 6 of this Agreement.

B. Condition Precedent to Funding No. 2 Obligation. Notwithstanding any term herein to the contrary, the parties agree that as a condition precedent to the City's obligation to provide the funds necessary for the design or construction of, or otherwise in connection with, the Public Infrastructure Improvements contemplated in connection with Funding No. 2, the Developer shall have first completed and the City shall have issued certificates of occupancy for at least 600 residential units in connection with Phase I and/or Phase II.

C. Participation in Excess Costs by UDR and the Property Owners. Except for the design and construction of the Other Parks as described and set forth in Section 6.E.2., in the event that the design and construction costs in a construction contract (including costs for testing and inspection as described in Section 6.C. and Section 6.D, respectively, and subject to change orders as described in Section 6.B.3.) of any Improvement(s) shall exceed the projected total costs for the relevant Public Infrastructure Improvement(s) as set forth in Exhibits "C-1" and "C-2", UDR and the Property Owners shall pay the City the difference between contracted costs and projected total costs prior to the execution of the construction contract by the City related to such Improvements.

For the Other Parks as described and set forth in Section 6.E.2., in the event that the actual design and construction costs (including costs for testing and inspection as described in Section 6.C. and Section 6.D, respectively, and subject to change orders as described in Section 6.B.3.) of the Other Parks shall exceed the projected total costs for the Other Parks as set forth in Exhibits "C-1" and "C-2", UDR and the Property Owners shall, prior to the execution of the construction contract by the City related to the Other Parks or any of them, pay to the City the difference between the actual and projected total costs, but the cumulative amount of such payments for all of the Other Parks shall not exceed Six Hundred Thousand and No/100 Dollars (\$600,000.00).

D. Additional Public Improvements. In addition to the City's Financial Commitment related to the Improvements, if the City elects in its sole discretion to install and maintain any off-site right-of-way and other easement acquisition, future improvements, modifications, turn lanes, engineering or design costs, etc. related to Marsh Lane, Spring Valley Road, or intersections with said roadways, the City shall be solely responsible for, pay and cause to be installed and maintained any and all off-site right-of-way and other easement acquisition, future improvements, modifications, turn lanes, engineering or design costs, etc. related to Marsh Lane, Spring Valley Road, or intersections with said roadways.

E. Limitations on Payments. No payment for an Improvement to any Phase of the development of the Property shall be made by the City until a Development Plan for the Phase has been approved and the dedication of the rights-of-way, easements, and any other land

or interest therein required for such respective Improvement to serve such Phase has been dedicated to the City by plat or separate instrument(s).

F. Funding No. 2, Developer's Reimbursement Obligation. Developer anticipates that 5,400 residential units will be constructed on the Property and have received from the City certificates of occupancy prior to the fifteenth (15th) anniversary of the Effective Date of this Agreement. In the event Developer has not constructed 5,400 residential units and received from the City certificates of occupancy for the same within such time period, then Developer shall reimburse the City for a portion of the City's Financial Commitment in accordance with this paragraph. The amount of the reimbursement to be paid to the City by Developer shall be an amount equal to the percentage of the residential units not constructed and for which certificates of occupancy have not been issued compared to the total number of residential units multiplied by Funding No. 2 further multiplied by thirty (30%) percent. For illustration purposes, if the Developer constructs and obtains certificates of occupancy for 3,600 units by the fifteenth anniversary of the Effective Date of this Agreement, then Developer shall be obligated to reimburse the City \$1,658,767.00 as follows:

$5,400 - 3,600 = 1,800$ residential units not constructed/received no certificate of occupancy
 $1,800 / 5,400 = 33.33\%$ of the residential units not constructed/received no certificate of occupancy
 $33.33\% \times \$16,589,329$ [Funding No. 2] = \$5,529,223.36
 $\$5,529,223.36 \times 30\% = \$1,658,767.00$

This obligation shall survive the expiration or termination of this Agreement.

G. Ad Valorem Property Tax Values. As set forth in Section 2.B. above, the City intends to finance the costs of the Public Infrastructure Improvements as set forth in this Agreement solely with the proceeds from the sale of its Certificates of Obligations. In connection therewith, the City has caused to be prepared a financial analysis regarding the issuance of the Certificates of Obligation, a copy of which is attached to this Agreement as Exhibit "H" (the "Financial Analysis"). Among other things, the Financial Analysis includes (i) an estimate of the total projected revenues to be paid to the City from the Property (such revenues being the ad valorem taxes levied against the Property (land and improvements) and sales taxes generated from businesses located at and within the Property) beginning in 2008 and continuing through 2033, (ii) funds from the issuance of Certificates of Obligation in the amount of Twenty Four Million and No/100 Dollars (\$24,000,000.00) (issued for a 25 year term), which funds correlate to Funding No. 1 (the "First Issuance"), and (iii) funds from the issuance of Certificates of Obligation in the amount of Fifteen Million Nine Hundred Thousand and No/100 Dollars (\$15,900,000.00) (issued for a 23 year term), which funds correlate to Funding No. 2 (the "Second Issuance").

It is desired and anticipated by the parties that the private development and re-development of the Property by UDR and the Property Owners as described in this Agreement will be able to support and pay for, through the payment to the City of ad valorem property taxes and sales taxes, all costs associated with the First Issuance and the Second Issuance. The construction of private new improvements on and within the Property ("Private Improvements") and each being a "Private Improvement") which are subject to ad valorem property taxation by the City will facilitate the payment of such costs. As such Private Improvements are completed,

the Dallas Central Appraisal District or its successor ("DCAD") will, as of January 1 of a year following the completion of each Private Improvement (the "Initial Value Year," which typically should be the first year following the completion of a Private Improvement), establish the initial appraised value (the "Initial Value") of each completed Private Improvement, which Initial Value will then be applied against the City's tax rate adopted by the City for the Initial Value Year to determine the property tax owed to the City. The appraised value of each such Private Improvement will, in years following the Initial Value Year (each such year being a "Future Value Year"), be subject to re-appraisal by DCAD (the appraised value as determined by such re-appraisal being a "Future Value").

In the event the City successfully issues its Certificates of Obligation (either the First Issuance only, or both the First Issuance and the Second Issuance; the City's obligations under this Agreement being contingent upon such issuance in accordance with customary municipal practices and procedures), UDR and the Property Owners agree that if in any year while any of the Certificates of Obligation remain outstanding and unpaid, the Future Value of any Private Improvement is less than the Initial Value, UDR and the Property Owners will pay to the City the difference (if any) between the (i) the Initial Value multiplied by the property tax rate adopted by the City in and applicable to the Future Value Year (the "Future Value Year Tax Rate"), and (ii) the Future Value multiplied by the Future Value Year Tax Rate (such difference being the "Tax Differential"). Payment of the Tax Differential shall be made to the City at the same time as payment of ad valorem taxes for the Private Improvement are made to the City, but in any event not later than January 31 of the year next following the Future Value Year.

Example: In 2010, a Private Improvement is completed within the Property; the appraised value of the Private Improvement is determined by DCAD to be \$2,000,000.00 (the Initial Value) as of January 1, 2011 (2011 is the Initial Value Year). In 2013 (a Future Value Year), DCAD re-appraises the Private Improvement and reduces its appraised value to \$1,900,000.00 (a Future Value); the City's property tax rate in the Future Value Year is \$0.45 for each \$100 of assessed (the Future Value Year Tax Rate). Since the Future Value (\$1,900,000.00) is less than Initial Value (\$2,000,000.00), UDR and the Property Owners will pay to the City the difference between (i) \$9,000 ($\$2,000,000.00 / 100 \times \0.45) and (ii) \$8,550 ($\$1,900,000.00 / 100 \times \0.45), or \$450.00. Such payment will be made at the same time as payment of ad valorem taxes for the Private Improvement are made to the City, but in any event not later than January 31, 2014.

Section 8. Default by UDR and the Property Owners. In the event of a default by UDR and the Property Owners, the City shall have the right to terminate this Agreement by giving at least thirty (30) days written notice of such termination to UDR.

A. Events of Default. For purposes of this Agreement, the following circumstances shall constitute default by UDR and the Property Owners:

1. Failure to be granted a certificate of occupancy at least 600 residential units for the Phase I and Phase II dwelling units approved in a Development Plan or revision thereof within five (5) years following the later of such initial approval or approval of a revision.

2. Failure to dedicate to the City land and facilities for the Improvements in accordance with the schedule established in the Concept Plan or as required by the approved Development Plan.
3. Failure to provide payment to the City for the excess costs of any Public Infrastructure Improvements in accordance with Section 7.C.
4. Failure to satisfy any condition set forth in the Zoning Ordinance, the Concept Plan, or any approved Development Plan.
5. A violation or breach of any provision of this Master Facilities Agreement.

B. Cure by UDR and the Property Owners. Developer shall have a period of not more than ninety (90) days from the time of UDR's receipt of notice of default and termination is delivered by the City within which to cure any event of default described in subsection A. of this Section. If any such event of default remains uncured to the satisfaction of the City at the end of such ninety (90) day period, the City may immediately terminate this Agreement by giving written notice thereof to UDR. Notwithstanding the proceeding to the contrary, the City Manager may approve reasonable extensions to cure periods or deadlines for performance of any work by UDR and the Property Owners, or their contractors.

C. Insolvency. If at any time after the execution of this Agreement (i) any insolvency proceedings shall be instituted against Developer pursuant to any Federal or State law now or hereafter enacted, or any receiver or trustee shall be appointed for all or any portion of Developer's business or property for which this Agreement is a material part, or any execution or attachment shall issue against Developer or any of Developer's business or property for which this Agreement is a material part, and any of such proceedings, process or appointment be not discharged, dismissed or otherwise adjudicated within sixty (60) days from the date of such filing, appointment or issuance or within such other time as provided by applicable law or as may be ordered by a court of competent jurisdiction; or (ii) Developer shall be adjudged insolvent, or Developer shall make an assignment for the benefit of creditors, or Developer shall file a petition or petitions for (or enters into) an arrangement for reorganization, composition or any other arrangement with Developer's creditors under any Federal or State law now or hereafter enacted, or this Agreement shall pass to or devolve upon, by operation of law or otherwise, anyone other than Developer (except as herein provided), and unless the Agreement is otherwise assumed and the obligations thereunder cured, the occurrence of any one of such contingencies shall be deemed to constitute and shall be construed as a repudiation by Developer of Developer's rights and obligations hereunder and shall cause this Agreement *ipso facto* to be cancelled and terminated effective as soon as permitted by then applicable law without thereby releasing Developer; and upon such termination this Agreement shall not be treated as an asset of Developer's estate.

Section 9. Default by the City. In the event of a default by the City, UDR and the Property Owners shall have all remedies available at law and in equity to enforce this Agreement and seek damages.

Section 10. Representations by UDR and the Property Owners. UDR and the Property Owners hereby represent and warrant to the City that UDR and the Property Owners have, without the joinder of any other person or entity, the full right, power and authority to execute this Agreement and to carry out the obligations of UDR and the Property Owners hereunder.

Section 11. UDR, Property Owners' Indemnity.

A. UDR and the Property Owners (together, "Developer") covenant and agree to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (each an "Addison Person" and collectively the "Addison Persons"), from and against any and all costs, claims, liens, harm, damages, losses, judgments, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon any Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (1) the design and construction of the Public Infrastructure Improvements, (2) representations or warranties by Developer under this Agreement, and/or (3) any other act or omission under or in performance of this Agreement by Developer, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, or concessionaire of Developer, or any other person or entity for whom Developer is legally responsible, and their respective owners, officers, managers, employees, directors, agents, and representatives. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF ANY ADDISON PERSON OR BY CONDUCT OF AN ADDISON PERSON THAT GIVES RISE TO STRICT LIABILITY, BUT DOES NOT INCLUDE CLAIMS FOUND TO BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN ADDISON PERSON.

B. Developer shall promptly advise the City in writing of any claim or demand against any Addison Person or Developer related to or arising out of Developer's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Developer's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Developer of any of its obligations hereunder.

Section 12. Term. The term of this Agreement shall begin on the date first set forth above and, unless otherwise terminated in accordance with the provisions of this Agreement, shall end on the date on which the obligations of the parties under this Agreement shall have been completed, but in any event not earlier than the completion and fulfillment of the reimbursement obligation set forth in Section 7.F., above.

Section 13. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the completion of the construction of any private improvements or any Public Infrastructure Improvements is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences directly related to the

construction of the private improvements or the Public Infrastructure Improvements and not related or connected to the financing or funding of the development of the private improvements on the Property or any other financial aspect of such private development; delays caused by the franchise utilities serving the Property; fire or other casualty; court injunction; condemnation proceedings; or any like or similar circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal to the period such party was delayed.

Section 14. Texas Law to Apply; Venue. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, without reference to its conflict of law provisions. Venue for any action or matter under this Agreement lies in Dallas County, Texas. This Agreement and all of its terms and conditions are subject to applicable federal, state, and local laws, ordinances, rules, regulations, and codes, including, without limitation, the Zoning Ordinance and the City Charter of the Town of Addison, Texas.

Section 15. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership, joint venture, or joint enterprise among the parties.

Section 16. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and UDR and the Property Owners and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and UDR and the Property Owners.

Section 17. Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

Section 18. Notices. Where the terms of this Agreement require that notice in writing be provided or given, such notice shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed delivered and given (x) when received if delivered personally (y) three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requester and properly addressed as set forth below, and (z) twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Address for purpose of this Section are as follows:

TOWN OF ADDISON, TEXAS:

With a copies to:

Ron Whitehead
Office of the City Manager

Office of the City Attorney

5300 Belt Line Road
Dallas, Texas 75254-7606
Phone: (972) 450-7000
Fax: (972) 450-7043
Email: rwhitehead@addisontx.gov

5300 Belt Line Road
Dallas, Texas 75254

UDR and/or the PROPERTY OWNERS:

With copies to:

Tom Lamberth
UDR, Inc.
Three Lincoln Center
5430 LBJ Freeway, Suite 1250
Dallas, Texas 75240
Phone: 972.716.3560
Fax: 972.866.0163
Email: TLamberth@udr.com,

Leonard Hoffman
William S. Dahlstrom
Jackson Walker, L.L.P.
901 Main Street, Suite 6000
Dallas, Texas 75202
Phone: (214) 953-5823
Fax: (214) 953-5822
Email: lhoffman@jw.com, and
wdahlstrom@jw.com

The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

Section 19. Incorporation of Recitals. The recitals set forth herein are intended, and are hereby deemed, to be a part of this Agreement.

Section 20. Required Written Consent for Recording. This Master Facilities Agreement shall not be recorded except with the express written consent of the City, UDR and the Property Owners.

Section 21. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document. All exhibits, schedules and addenda attached to this Agreement are incorporated herein by reference and for all purposes. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

Section 22. Rights, Remedies Cumulative; Non-Waiver; Survival of Rights. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement,

shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

Section 23. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Section 24. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement for such party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

Section 25. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and is not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

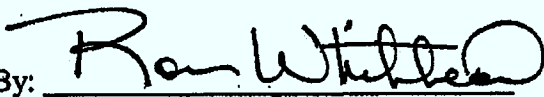
Section 26. Estoppels by City. Periodically Developer, a lender, prospective assignee or purchaser may request a certificate from the City confirming that to the best of City's knowledge, the Developer has not breached, nor is there an event which with the passage of time would constitute an event of default under this Agreement. The City agrees to cooperate and otherwise assist Developer and to execute, in form and content acceptable to the City, a simple certification on a periodic basis as described in this Section.

Section 27. Time. Time is of the essence in the performance by the parties of their respective obligations under this Agreement.

Section 28. Incorporation of Recitals, Exhibits. The recitals to this Agreement set forth above are a part of this Agreement. Exhibits "A" through "H" attached hereto are hereby incorporated in this Agreement in full by this reference and are deemed to be a part of this Agreement as fully as if set forth in the body hereof.

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

TOWN OF ADDISON, TEXAS

By: 

Ron Whitehead, City Manager

UDR, INC.

a Maryland corporation

By: 

Mark M. Culwell

Senior Vice-President - Developer

ATTEST:

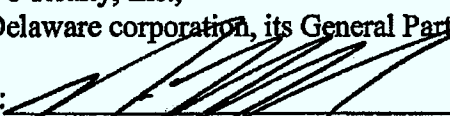
By: _____


City Secretary

DCO BROOKS APARTMENTS LP,
a Delaware limited partnership

By: DCO Realty, Inc.,
a Delaware corporation, its General Partner

By: _____


Mark M. Culwell
Authorized Agent

DCO GREENBROOK APARTMENTS LP,
a Delaware limited partnership

By: DCO Realty, Inc.,
a Delaware corporation, its General Partner

By: _____


Mark M. Culwell
Authorized Agent

DCO TALISKER LP,
a Delaware limited partnership

By: DCO Realty, Inc.,
a Delaware corporation, its General Partner

By: _____


Mark M. Culwell

DCO GARDEN OAKS LP,
a Delaware limited partnership

By: DCO Realty, Inc., its General Partner

By: _____


Mark M. Culwell
Authorized Agent

DCO GLENWOOD APARTMENTS LP,
a Delaware limited partnership

By: DCO Glenwood Apartments GP LLC,
a Delaware limited liability company, its General Partner

By: DCO Realty, Inc.,
a Delaware corporation, its Sole Member

By: 
Mark M. Culwell
Authorized Agent

DCO CLIPPER POINTE LP,
a Delaware limited partnership

By: DCO Realty, Inc.,
a Delaware corporation, its General Partner

By: 
Mark M. Culwell
Authorized Agent

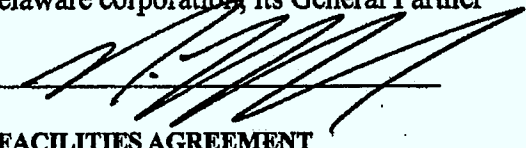
DCO SPRINGHAVEN LP,
a Delaware limited partnership

By: DCO Realty, Inc.,
a Delaware corporation, its General Partner

By: 
Mark M. Culwell
Authorized Agent

DCO ADDISON AT BROOKHAVEN LP,
a Delaware limited partnership

By: DCO Realty, Inc.,
a Delaware corporation, its General Partner

By: 
Mark M. Culwell
Authorized Agent

Mark M. Culwell
Authorized Agent

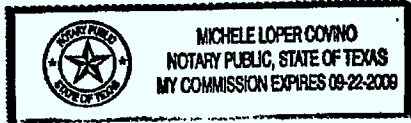
DCO GREENHAVEN LP,
a Delaware limited partnership

By: DCO Realty, Inc.,
a Delaware corporation, its General Partner

By: 
Mark M. Culwell
Authorized Agent

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on March 12, 2008 by Ron Whitehead, City Manager of the Town of Addison, Texas, a Texas municipal corporation, on behalf of the said municipal corporation.



Michele Loper Covino
NOTARY PUBLIC, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on March 10, 2008 by Mark M. Culwell, Senior Vice President - Development of UDR, Inc., a Maryland corporation, on behalf of the said corporation.



Maria Lopez
NOTARY PUBLIC, State of Texas

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on March 10, 2008 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of DCO BROOKS APARTMENTS LP, a Delaware limited partnership, on behalf of the said limited partnership.



Maria Lopez
NOTARY PUBLIC, State of Texas

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on March 10, 2008 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of DCO GREENBROOK APARTMENTS LP, a Delaware limited partnership, on behalf of the said limited partnership.



Maria Lopez
NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on March 10, 2008 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO TALISKER LP**, a Delaware limited partnership, on behalf of the said limited partnership.

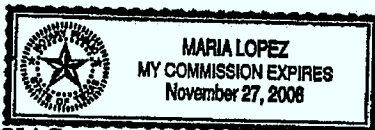


Maria Lopez
NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on March 10, 2008 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO GARDEN OAKS LP**, a Delaware limited partnership, on behalf of the said limited partnership.



Maria Lopez
NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on March 10, 2008 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, Sole Member of DCO Glenwood Apartments GP LLC, a Delaware limited liability company, General Partner of **DCO GLENWOOD APARTMENTS LP**, a Delaware limited partnership, on behalf of the said limited partnership.

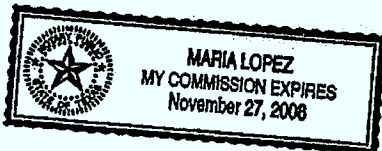


Maria Lopez
NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on March 10, 2008 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO CLIPPER POINTE LP**, a Delaware limited partnership, on behalf of the said limited partnership.



Maria Lopez
NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on March 10, 2008 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of DCO SPRINGHAVEN LP, a Delaware limited partnership, on behalf of the said limited partnership.



Maria Lopez
NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on March 10, 2008 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of DCO ADDISON AT BROOKHAVEN LP, a Delaware limited partnership, on behalf of the said limited partnership.



Maria Lopez
NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on March 10, 2008 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of DCO GREENHAVEN LP, a Delaware limited partnership, on behalf of the said limited partnership.



Maria Lopez
NOTARY PUBLIC, State of Texas

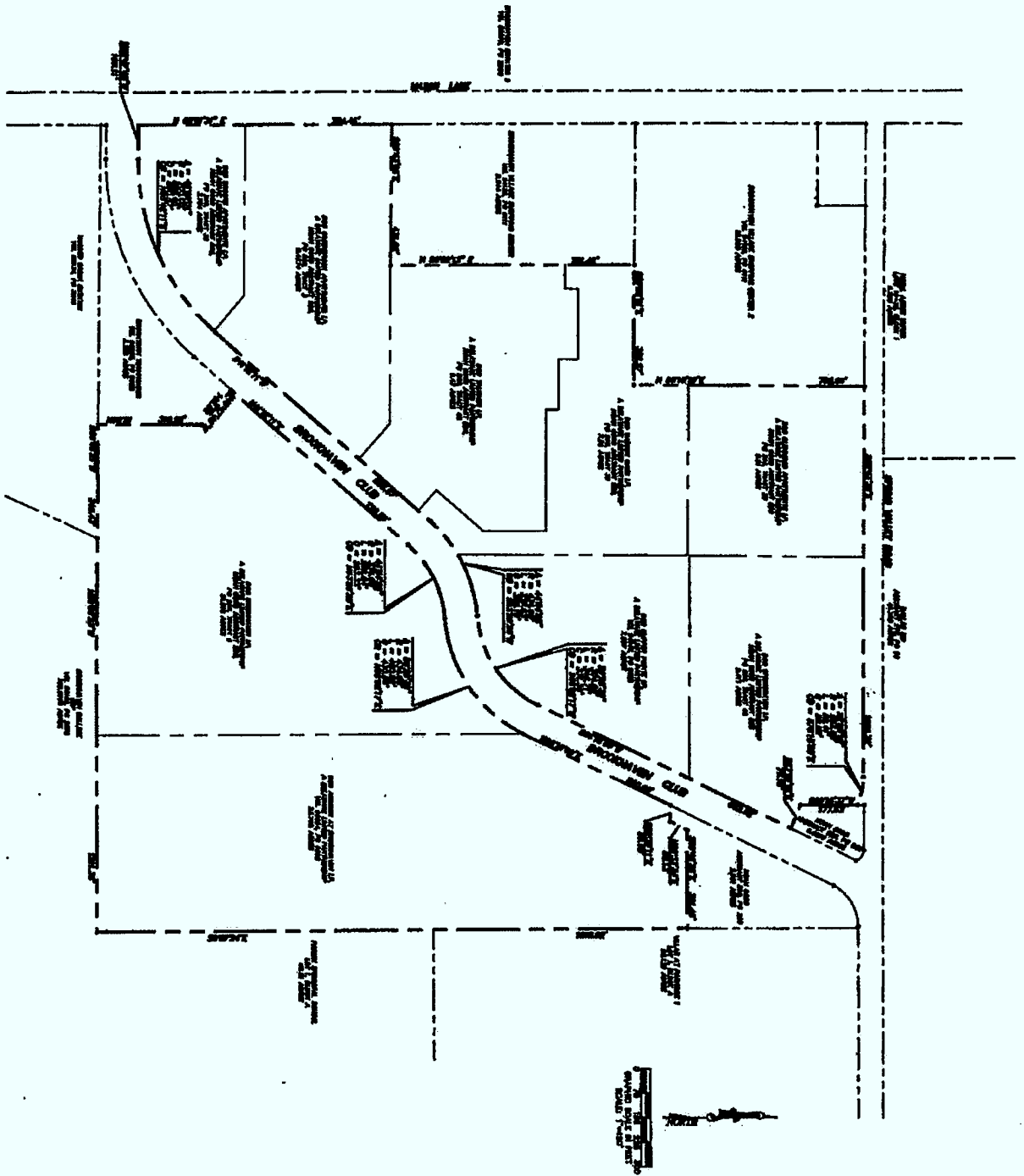


EXHIBIT "A" (PAGE 1 OF 5)
 MAP OF THE AREA

EXHIBIT A

EXHIBIT "A" (Page 2 of 5)
PROPERTY DESCRIPTION
(South of Brookhaven Club Drive)

BEING a tract of land situated in the Noah Good Survey, Abstract No. 520, being all of The Pier Addition, an Addition in the City of Addison, Texas according to the Plat thereof recorded in Volume 77233, Page 143 and all of Springhaven Apartments Addition, an Addition in the City of Addison, Texas according to the Plat thereof recorded in Volume 78015, Page 1834, both in Map Records, Dallas County, Texas and being all of those certain tracts of land conveyed by Special Warranty Deed to DCO Glenwood Apartments LP, recorded in Instrument No. 20070159781, DCO Springhaven LP, recorded in Instrument No. 20070153048, DCO Garden Oaks LP, recorded in Instrument No. 20070096223, DCO Clipper Pointe LP, recorded in Instrument No. 20070170325, DCO Talisker LP, recorded in Instrument No. 20070159777, DCO Greenbrook Apartments LP, recorded in Instrument No. 20070159785 and DCO Brooks Apartments LP, recorded in Instrument No. 20070086354, all in Official Public Records, Dallas County, Texas (collectively called "DCO tract") and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the Northwesterly ROW line of Brookhaven Club Drive with the East ROW line of Marsh Lane, said point being at the Southwest corner of said DCO tract;

THENCE: North 00 degrees 01 minutes 21 seconds East, along the East ROW line of Marsh Lane and an West line of said DCO tract, a distance of 784.46 feet to a point for corner at the Southwest corner of Brookhaven Village Shopping Center Addition, recorded in Volume 86225, Page 4769, Plat Records, Dallas County, Texas;

THENCE: along the common line of said Brookhaven Village Shopping Center Addition and said DCO tract, the following bearings and distances:

South 89 degrees 43 minutes 05 seconds East, a distance of 43.02 feet to a point for corner at the Southeast corner of said Brookhaven Village Shopping Center;

North 00 degrees 02 minutes 13 seconds East, a distance of 751.46 feet to a point for corner;

South 89 degrees 50 minutes 01 seconds East, a distance of 369.27 feet to a point for corner;

North 00 degrees 19 minutes 19 seconds East, a distance of 708.69 feet to a point for corner in the South ROW line of Spring Valley Road, said point being at the Northwest corner of said DCO tract and the Northeast corner of said Brookhaven Village Shopping Center Addition;

THENCE: South 89 degrees 43 minutes 35 seconds East, along the South ROW line of Spring Valley Road and the North line of said DCO tract, a distance of 1204.72 feet to a point at the beginning of a curve to the right, having a central angle of 22 degrees 55 minutes 19 seconds, a radius of 223.50 feet and a chord bearing South 78 degrees 15 minutes 58 seconds East, a distance of. 88.82 feet;

EXHIBIT A

EXHIBIT "A" (Page 3 of 5)

THENCE: Southeasterly, along said curve to the right, an arc distance of 89.41 feet to the end of said curve, in the West line of a tract of land conveyed to Crimson Tide Management by Warranty Deed recorded in Volume 98060, Page 3378, Deed Records, Dallas County, Texas, said point also being at the Northernmost Northeast corner of said DCO tract;

THENCE: South 00 degrees 16 minutes 37 seconds West, along the common line of said DCO tract and said Crimson Tide Management tract, a distance of 177.93 feet to a point for corner at the Southwest corner of said Crimson Tide Management tract;

THENCE: South 67 degrees 10 minutes 18 seconds East, along said common line, a distance of 77.19 feet to a point for corner in the Northwesterly ROW line of Brookhaven Club Drive, said point also being at the Southeast corner of said Crimson Tide Management tract;

THENCE: along the Northwesterly ROW line of Brookhaven Club Drive and the Southeasterly line of said DCO tract, the following bearings and distances:

South 26 degrees 18 minutes 00 seconds West, a distance of 862.02 feet to a point at the beginning of a curve to the right, having a central angle of 59 degrees 28 minutes 36 seconds, a radius of 334.00 feet and a chord bearing South 56 degrees 02 minutes 17 seconds West, a distance of 331.36 feet;

Southwesterly, along said curve to the right, an arc distance of 346.71 feet to a point at the end of said curve and the beginning of a curve to the left, having a central angle of 44 degrees 34 minutes 25 seconds, a radius of 434.00 feet and a chord bearing South 63 degrees 29 minutes 23 seconds West, a distance of 329.18 feet;

Southwesterly, along said curve to the left, an arc distance of 337.63 feet to a point at the end of said curve;

South 41 degrees 12 minutes 11 seconds West, a distance of 885.67 feet to a point at the beginning of a curve to the right, having a central angle of 49 degrees 00 minutes 01 seconds, a radius of 700.00 feet and a chord bearing South 65 degrees 42 minutes 12 seconds West, a distance of 580.57 feet;

Southwesterly, along said curve to the right, an arc distance of 598.65 feet to a point at the end of said curve;

North 89 degrees 47 minutes 48 seconds West, a distance of 103.11 feet to the PLACE OF BEGINNING and containing 54.017 acres of land.

EXHIBIT A

EXHIBIT "A" (Page 4 of 5)
PROPERTY DESCRIPTION
(North of Brookhaven Club Drive

BEING a tract of land situated in the Noah Good Survey, Abstract No. 520, being all of Millcreek Apartments, an Addition in the City of Addison, Texas according to the Plat thereof recorded in Volume 76235, Page 2247, Map Records, Dallas County, Texas and being all of that certain tract of land conveyed to DCO Brookhaven LP by Special Warranty Deed recorded in Instrument No. 200600407616, Official Public Records, Dallas County, Texas and all of that certain tract of land conveyed to DCO Greenhaven LP by Special Warranty Deed recorded in Instrument No. 200600335782, Official Public Records, Dallas County, Texas (collectively called "DCO tract") and being more particularly described as follows:

BEGINNING at a point for corner in the Southeasterly ROW line of Brookhaven Club Drive, said point being at the Northwest corner of said DCO tract and the Southernmost Southwest corner of a tract of land conveyed to The Lemmons Co. by Special Warranty Deed recorded in Volume 2002212, Page 5261, Deed Records, Dallas County, Texas;

THENCE: South 89 degrees 35 minutes 11 seconds East, along the common line of said DCO tract and said The Lemmons Co. tract, a distance of 50.05 feet to a point for corner;

THENCE: North 26 degrees 33 minutes 34 seconds East, along said common line, a distance of 58.13 feet to a point for corner;

THENCE: South 89 degrees 42 minutes 26 seconds East, continuing along said common line, a distance of 301.45 feet to a point for corner in the West line of Lot 1, Block A, The Villas at Parkside, Phase I, recorded in Volume 95174, Page 4325, Map Records, Dallas County, Texas, said point also being at the Northeast corner of said DCO tract and the Southeast corner of said The Lemmons Co. tract;

THENCE: South 00 degrees 07 minutes 24 seconds East, along the common line of said DCO tract and said Lot 1, Block A, The Villas of Parkside, Phase I, a distance of 1818.92 feet to a point for corner in the West line of Lot 1, Block A, Exxon Mobil Addition, recorded in Volume 2001198, Page 30, Map Records, Dallas County, Texas, said point also being at the Northeast corner of Brookhaven College Replat, recorded in Volume 86105, Page 2676, Map Records, Dallas County, Texas;

THENCE: North 89 degrees 50 minutes 23 seconds West, along the common line of said DCO tract and said Brookhaven College Replat, a distance of 1211.36 feet to an angle point at the Northeast corner of Wooded Creek Estates, recorded in Volume 78111, Page 553, Map Records, Dallas County, Texas;

THENCE: North 89 degrees 46 minutes 21 seconds West, along the common line of said DCO tract and said Wooded Creek Estates, a distance of 349.43 feet to a point for corner at the Southwest corner of said DCO tract and the Southeast corner of Brooktown Towne House, recorded in Volume 72019, Page 1320, Condominium Records, Dallas County, Texas;

EXHIBIT A

EXHIBIT "A" (Page 5 of 5)

THENCE: North, along the common line of said DCO tract and said Brooktown Towne House, a distance of 318.93 feet to an angle point;

THENCE: North 48 degrees 47 minutes 49 seconds West, along said common line, a distance of 142.08 feet to a point for corner in the Southeasterly ROW line of Brookhaven Club Drive, said point also being at the Southernmost Northwest corner of said DCO tract and the Northeast corner of said Brooktown Towne House;

THENCE: along the Southeasterly ROW line of Brookhaven Club Drive and the Northwesterly line of said DCO tract, the following bearings and distances:

North 41 degrees 12 minutes 11 seconds East, a distance of 729.50 feet to a point at the beginning of a curve to the right, having a central angle of 44 degrees 34 minutes 25 seconds, a radius of 334.00 feet and a chord bearing North 63 degrees 29 minutes 23 seconds East, a distance of 253.33 feet;

Northeasterly, along said curve to the right, an arc distance of 259.84 feet to a point at the end of said curve and the beginning of a curve to the left, having a central angle of 59 degrees 28 minutes 36 seconds, a radius of 434.00 feet and a chord bearing North 56 degrees 02 minutes 17 seconds East, a distance of 430.56 feet;

Northeasterly, along said curve to the left, an arc distance of 450.52 feet to a point at the end of said curve;

North 26 degrees 18 minutes 00 seconds East, a distance of 500.90 feet to the PLACE OF BEGINNING and containing 45.159 acres of land.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 007-034

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN, THE SAME BEING APPENDIX-A ZONING OF THE TOWN'S CODE OF ORDINANCES, BY CHANGING THE ZONING CLASSIFICATION ON AN APPROXIMATELY 99.176 ACRE TRACT OF LAND LOCATED IN THE BROOKHAVEN CLUB AREA OF THE TOWN (AN AREA BEING BOUNDED ON THE NORTH BY SPRING VALLEY ROAD, ON THE EAST BY THE CITY OF FARMERS BRANCH, ON THE SOUTH BY BROOKHAVEN COMMUNITY COLLEGE AND THE CITY OF FARMERS BRANCH, AND ON THE WEST BY MARSH LANE (AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A ATTACHED HERETO)) FROM (I) "A" APARTMENT DISTRICT (AS TO EIGHT (8) TRACTS OF LAND LOCATED WITHIN THE SAID 99.176 ACRE TRACT OF LAND AND CONTAINING APPROXIMATELY 87.7486 ACRES OF LAND) AND (II) PLANNED DEVELOPMENT DISTRICT (PD-CC, AS SET FORTH IN ORDINANCE NO. 828 OF THE TOWN) (AS TO ONE (1) TRACT OF LAND LOCATED WITHIN THE SAID 99.176 ACRE TRACT OF LAND AND CONTAINING APPROXIMATELY 9.4274 ACRES OF LAND) TO PD PLANNED DEVELOPMENT DISTRICT NO. 007-034 FOR RESIDENTIAL, RETAIL, AND OFFICE USES WITHIN A PEDESTRIAN ORIENTED VILLAGE; PROVIDING FOR AND ESTABLISHING USE REGULATION AND DEVELOPMENT CONDITIONS FOR THIS PLANNED DEVELOPMENT DISTRICT; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SAVING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a tract of land located within the Town of Addison, Texas (the "City"), comprising a portion of the City generally known as the Brookhaven Club area and containing approximately 99.176 acres of land (the "Property") (which Property is generally bounded on the north by Spring Valley Road, on the east by the City of Farmers Branch, on the south by Brookhaven Community College and the City of Farmers Branch, and on the west by Marsh Lane, and is further described by metes and bounds in Exhibit A attached hereto and incorporated herein), is in part zoned "A" Apartment District (as to eight (8) tracts of land comprising a portion of the Property and containing approximately 87.7486 acres of land) and in part zoned PD Planned Development District (PD-CC, as set forth in Ordinance No. 828 of the City, as to one (1) tract of land comprising a portion of the Property and containing approximately 9.4274 acres of land); and

WHEREAS, the owner of the Property filed an application with the Planning and Zoning Commission of the City requesting a change in zoning of the Property to PD Planned Development and an amendment to the official Zoning Map of the City in accordance with City's comprehensive Zoning Ordinance, the same being Appendix A-Zoning of the City's Code of Ordinances (the "Zoning Ordinance") and proposes to build a mixed use development in phases on the Property under a unified plan consisting of retail, restaurant, residential and office uses within a pedestrian-oriented village setting; and

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the State law and the ordinances of the City, have given the required notices and have held the required public hearings regarding the rezoning of the Property as hereinafter described; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at the said public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City recommended to the City Council the rezoning of the Property as set forth in this Ordinance; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing conducted by the City Council, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City and of the public health, safety and welfare.

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. The Comprehensive Zoning Ordinance of the Town of Addison, Texas, the same being Appendix A - Zoning of the Code of Ordinances of the City (the "Zoning Ordinance"), is hereby amended by changing the zoning on the Property (as described in Exhibit A attached hereto and incorporated herein) from (i) "A" Apartment District, as to eight (8) tracts of land comprising a portion of the Property and containing approximately 89.7486 acres of land, and (ii) from PD Planned Development District (PD-CC, as set forth in Ordinance No. 828 of the City), as to one (1) tract of land comprising a portion of the Property and containing approximately 9.4274 acres of land, to PD Planned Development District No. 007-034, in accordance with the requirements of this Ordinance (including all exhibits referenced herein, each of which is incorporated herein for all purposes), all applicable parts of the City's Zoning Ordinance, and all other applicable ordinances, rules and regulations of the City.

Section 3. Development. The Property shall be developed, occupied, and used only in accordance with the terms and conditions of this Ordinance and all exhibits attached hereto (all of which are incorporated herein and made a part hereof for all purposes), including, without limitation, the Planned Development Conditions and Standards, Brookhaven Village attached hereto as Exhibit "B" and incorporated herein for all purposes (and including all of the exhibits

attached to the said Planned Development Conditions and Standards), the Concept Plan attached hereto as Exhibit "C" and incorporated herein and made a part hereof for all purposes, the Street Standards attached hereto as Exhibit "D" and incorporated herein and made a part hereof for all purposes, Street Lighting and Street Furnishings attached hereto as Exhibit "E" and incorporated herein and made a part hereof for all purposes, and the Sustainability Guideline for Brookhaven Development attached hereto as Exhibit "E" and incorporated herein and made a part hereof for all purposes, with the City's Zoning Ordinance (and as the same may be hereafter amended or superseded), and with all other applicable ordinances, standards, rules and regulations of the City (and as the same may be hereafter amended or superseded).

Prior to development, occupancy, or use of any portion of the Property, a development plan must be submitted to and approved by the City in accordance with and as set forth in Article XV (Planned Development District) of the Zoning Ordinance and other applicable provisions. For purposes of the development of the Property and in connection with the issuance of a permit for such development, each phase of development of the Property, and each portion of the development of the Property as reflected in a development plan for that portion, constitutes a separate and distinct project for which a permit may be required.

Section 4. Building Permits, Certificates of Occupancy. No building permit or certificate of occupancy for any use on or in the Property shall be issued until there has been full compliance with this Ordinance and all other ordinances, rules, and regulations of the City.

Section 5. Zoning map. The official Zoning Map of the City shall be modified to reflect the zoning change herein made.

Section 6. Purpose. The amendment to zoning herein made has been made in accordance with the comprehensive plan of the City for the purpose of promoting the health, safety and welfare of the community, and with consideration of the reasonable suitability for the particular use and with a view of conserving the value of the buildings and encouraging the most appropriate use of land within the community.

Section 7. No Other Amendment: Savings. Except for the amendment and change made herein, the PD Ordinance is not otherwise amended hereby, and all other provisions thereof shall remain in full force and effect. 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 8. 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 not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

Section 9. 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 10. Effective date. This Ordinance shall become effective from and after its date of approval and passage and after publication as provided by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 9th day of October, 2007.



Joe Chow, Mayor

ATTEST:

By: 

Mario Cantzales, City Secretary

APPROVED AS TO FORM:

By: 

John Hill, City Attorney

**PROPERTY DESCRIPTION
PARCEL 1**

BEING a tract of land situated in the Noah Good Survey, Abstract No. 520, being all of The Pier Addition, an Addition in the City of Addison, Texas according to the Plat thereof recorded in Volume 77233, Page 143 and all of Springhaven Apartments Addition, an Addition in the City of Addison, Texas according to the Plat thereof recorded in Volume 78015, Page 1834, both in Map Records, Dallas County, Texas and being all of those certain tracts of land conveyed by Special Warranty Deed to DCO Glenwood Apartments LP, recorded in Instrument No. 20070159781, DCO Springhaven LP, recorded in Instrument No. 20070153048, DCO Garden Oaks LP, recorded in Instrument No. 20070096223, DCO Clipper Pointe LP, recorded in Instrument No. 20070170325, DCO Talisker LP, recorded in Instrument No. 20070159777, DCO Greenbrook Apartments LP, recorded in Instrument No. 20070159785 and DCO Brooks Apartments LP, recorded in Instrument No. 20070086354, all in Official Public Records, Dallas County, Texas (collectively called "DCO tract") and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the Northwesterly ROW line of Brookhaven Club Drive with the East ROW line of Marsh Lane, said point being at the Southwest corner of said DCO tract;

THENCE: North 00 degrees 01 minutes 21 seconds East, along the East ROW line of Marsh Lane and an West line of said DCO tract, a distance of 784.46 feet to a point for corner at the Southwest corner of Brookhaven Village Shopping Center Addition, recorded in Volume 86225, Page 4769, Plat Records, Dallas County, Texas;

THENCE: along the common line of said Brookhaven Village Shopping Center Addition and said DCO tract, the following bearings and distances:

South 89 degrees 43 minutes 05 seconds East, a distance of 43.02 feet to a point for corner at the Southeast corner of said Brookhaven Village Shopping Center;

North 00 degrees 02 minutes 13 seconds East, a distance of 751.46 feet to a point for corner;

South 89 degrees 50 minutes 01 seconds East, a distance of 369.27 feet to a point for corner;

North 00 degrees 19 minutes 19 seconds East, a distance of 708.69 feet to a point for corner in the South ROW line of Spring Valley Road, said point being at the Northwest corner of said DCO tract and the Northeast corner of said Brookhaven Village Shopping Center Addition;

THENCE: South 89 degrees 43 minutes 35 seconds East, along the South ROW line of Spring Valley Road and the North line of said DCO tract, a distance of 1204.72 feet to a point at the beginning of a curve to the right, having a central angle of 22 degrees 55 minutes 19 seconds, a radius of 223.50 feet and a chord bearing South 78 degrees 15 minutes 58 seconds East, a distance of 88.82 feet;

THENCE: Southeasterly, along said curve to the right, an arc distance of 89.41 feet to the end of said curve, in the West line of a tract of land conveyed to Crimson Tide Management by Warranty Deed recorded in Volume 98060, Page 3378, Deed Records, Dallas County, Texas, said point also being at the Northernmost Northeast corner of said DCO tract;

THENCE: South 00 degrees 16 minutes 37 seconds West, along the common line of said DCO tract and said Crimson Tide Management tract, a distance of 177.93 feet to a point for corner at the Southwest corner of said Crimson Tide Management tract;

THENCE: South 67 degrees 10 minutes 18 seconds East, along said common line, a distance of 77.19 feet to a point for corner in the Northwesterly ROW line of Brookhaven Club Drive, said point also being at the Southeast corner of said Crimson Tide Management tract;

THENCE: along the Northwesterly ROW line of Brookhaven Club Drive and the Southeasterly line of said DCO tract, the following bearings and distances:

South 26 degrees 18 minutes 00 seconds West, a distance of 862.02 feet to a point at the beginning of a curve to the right, having a central angle of 59 degrees 28 minutes 36 seconds, a radius of 334.00 feet and a chord bearing South 56 degrees 02 minutes 17 seconds West, a distance of 331.36 feet;

Southwesterly, along said curve to the right, an arc distance of 346.71 feet to a point at the end of said curve and the beginning of a curve to the left, having a central angle of 44 degrees 34 minutes 25 seconds, a radius of 434.00 feet and a chord bearing South 63 degrees 29 minutes 23 seconds West, a distance of 329.18 feet;

Southwesterly, along said curve to the left, an arc distance of 337.63 feet to a point at the end of said curve;

South 41 degrees 12 minutes 11 seconds West, a distance of 885.67 feet to a point at the beginning of a curve to the right, having a central angle of 49 degrees 00 minutes 01 seconds, a radius of 700.00 feet and a chord bearing South 65 degrees 42 minutes 12 seconds West, a distance of 580.57 feet;

Southwesterly, along said curve to the right, an arc distance of 598.65 feet to a point at the end of said curve;

North 89 degrees 47 minutes 48 seconds West, a distance of 103.11 feet to the PLACE OF BEGINNING and containing 54.017 acres of land.

EXHIBIT B

**PROPERTY DESCRIPTION
PARCEL 2**

BEING a tract of land situated in the Noah Good Survey, Abstract No. 520, being all of Millcreek Apartments, an Addition in the City of Addison, Texas according to the Plat thereof recorded in Volume 76235, Page 2247, Map Records, Dallas County, Texas and being all of that certain tract of land conveyed to DCO Brookhaven LP by Special Warranty Deed recorded in Instrument No. 200600407616, Official Public Records, Dallas County, Texas and all of that certain tract of land conveyed to DCO Greenhaven LP by Special Warranty Deed recorded in Instrument No. 200600335782, Official Public Records, Dallas County, Texas (collectively called "DCO tract") and being more particularly described as follows:

BEGINNING at a point for corner in the Southeasterly ROW line of Brookhaven Club Drive, said point being at the Northwest corner of said DCO tract and the Southernmost Southwest corner of a tract of land conveyed to The Lemmons Co. by Special Warranty Deed recorded in Volume 2002212, Page 5261, Deed Records, Dallas County, Texas;

THENCE: South 89 degrees 35 minutes 11 seconds East, along the common line of said DCO tract and said The Lemmons Co. tract, a distance of 50.05 feet to a point for corner;

THENCE: North 26 degrees 33 minutes 34 seconds East, along said common line, a distance of 58.13 feet to a point for corner;

THENCE: South 89 degrees 42 minutes 26 seconds East, continuing along said common line, a distance of 301.45 feet to a point for corner in the West line of Lot 1, Block A, The Villas at Parkside, Phase I, recorded in Volume 95174, Page 4325, Map Records, Dallas County, Texas, said point also being at the Northeast corner of said DCO tract and the Southeast corner of said The Lemmons Co. tract;

THENCE: South 00 degrees 07 minutes 24 seconds East, along the common line of said DCO tract and said Lot 1, Block A, The Villas of Parkside, Phase I, a distance of 1818.92 feet to a point for corner in the West line of Lot 1, Block A, Exxon Mobil Addition, recorded in Volume 2001198, Page 30, Map Records, Dallas County, Texas, said point also being at the Northeast corner of Brookhaven College Replat, recorded in Volume 86105, Page 2676, Map Records, Dallas County, Texas;

THENCE: North 89 degrees 50 minutes 23 seconds West, along the common line of said DCO tract and said Brookhaven College Replat, a distance of 1211.36 feet to an angle point at the Northeast corner of Wooded Creek Estates, recorded in Volume 78111, Page 553, Map Records, Dallas County, Texas;

THENCE: North 89 degrees 46 minutes 21 seconds West, along the common line of said DCO tract and said Wooded Creek Estates, a distance of 349.43 feet to a point for corner at the Southwest corner of said DCO tract and the Southeast corner of Brooktown Towne House, recorded in Volume 72019, Page 1320, Condominium Records, Dallas County, Texas;

EXHIBIT B

THENCE: North, along the common line of said DCO tract and said Brooktown Towne House, a distance of 318.93 feet to an angle point;

THENCE: North 48 degrees 47 minutes 49 seconds West, along said common line, a distance of 142.08 feet to a point for corner in the Southeasterly ROW line of Brookhaven Club Drive, said point also being at the Southernmost Northwest corner of said DCO tract and the Northeast corner of said Brooktown Towne House;

THENCE: along the Southeasterly ROW line of Brookhaven Club Drive and the Northwesterly line of said DCO tract, the following bearings and distances:

North 41 degrees 12 minutes 11 seconds East, a distance of 729.50 feet to a point at the beginning of a curve to the right, having a central angle of 44 degrees 34 minutes 25 seconds, a radius of 334.00 feet and a chord bearing North 63 degrees 29 minutes 23 seconds East, a distance of 253.33 feet;

Northeasterly, along said curve to the right, an arc distance of 259.84 feet to a point at the end of said curve and the beginning of a curve to the left, having a central angle of 59 degrees 28 minutes 36 seconds, a radius of 434.00 feet and a chord bearing North 56 degrees 02 minutes 17 seconds East, a distance of 430.56 feet;

Northeasterly, along said curve to the left, an arc distance of 450.52 feet to a point at the end of said curve;

North 26 degrees 18 minutes 00 seconds East, a distance of 500.90 feet to the PLACE OF BEGINNING and containing 45.159 acres of land.

EXHIBIT B

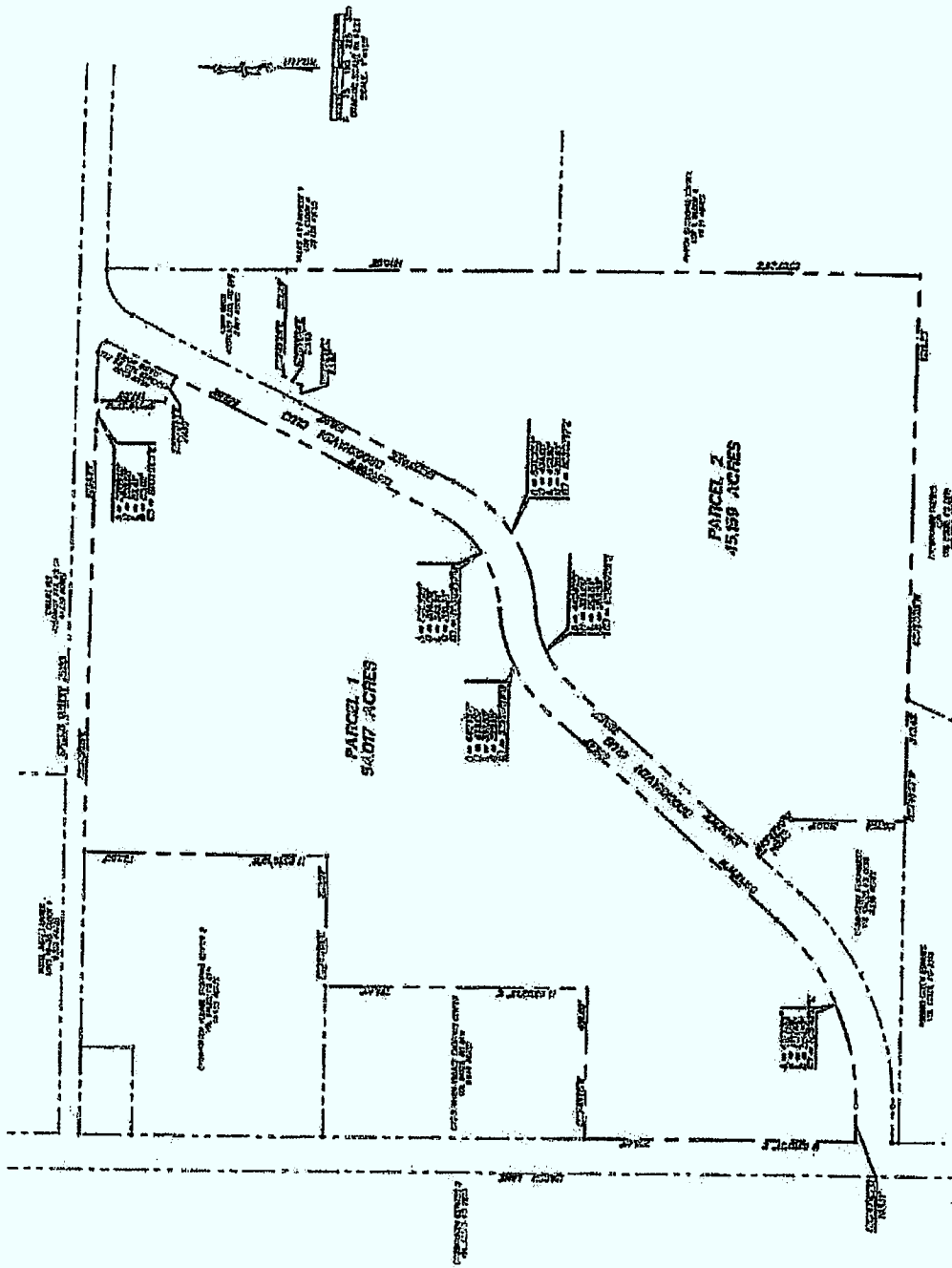


EXHIBIT B

EXHIBIT B
PLANNED DEVELOPMENT CONDITIONS AND STANDARDS

1. **Purpose.** The purpose of this Planned Development District No. 007-034 (the "PD District," "planned development district," or "district") is to create a mixed use environment under a unified plan consisting of retail, restaurant, residential and office uses within a pedestrian-oriented village setting, to be developed in accordance with all of the standards, terms and conditions of this Ordinance No. 007-034 (the "Ordinance"). These Planned Development Conditions, Brookhaven Village are incorporated into and made a part of the Ordinance for all purposes. Development, occupancy, and use of the Property and any portion thereof shall comply with development conditions set forth herein, with the Ordinance, with all applicable provisions of the Zoning Ordinance of the Town of Addison, Texas (the "City") (the same being Appendix A - Zoning of the Code of Ordinances of the City, and as it may be amended or superseded (the "Zoning Ordinance")), and with all other applicable ordinances, laws, rules, regulations, standards, and codes of the City and any other governmental entity or agency having jurisdiction over the Property or applicable portion thereof.

2. **Definitions, Interpretations.** Unless otherwise stated, the definitions and interpretations in the Zoning Ordinance apply to this Ordinance and the development conditions set forth herein.

3. **Concept Plan.** Development and use of the Property which is the subject of this Ordinance (which Property is described by metes and bounds and a survey of which is attached to this Ordinance as Exhibit "A") (the "Property") must substantially comply with the concept plan attached to the Ordinance as Exhibit "C" and incorporated into and made a part of this Ordinance for all purposes (the "Concept Plan").

4. **Development Plan.**

- a. **Plan Required.** Prior to and as a condition of the issuance of a building or any other permit for (i) any development, or (ii) the construction, erection, alteration, extension, placement or locating of any building, structure, or improvement whatsoever, within the Property or any portion thereof, a development plan for the same must be approved by the Planning and Zoning Commission and by the City Council in accordance with Article XV, Section 5 of the Zoning Ordinance. A development plan (whether submitted for the entire Property or for a portion thereof) must comply with the Conceptual Plan, the standards, terms and conditions of this Ordinance, the Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, codes and standards of the City and any other governmental entity or agency having jurisdiction over the Property or applicable portion thereof. Development, occupancy, and use of the Property or portion thereof which is covered by or the subject of a development plan must comply in all respects with the development plan. Upon approval of a development plan by the City Council, the same shall be incorporated into and made a part of this Ordinance for all purposes.

Office of the City Secretary

Ordinance 007-034

EXHIBIT B

5. Uses.

- a. Authorized Uses: Prohibited Uses. Only those uses identified herein as permitted uses, special uses, or accessory uses are authorized uses (subject to the terms, conditions and provisions of this Ordinance) within the Property. All other uses are expressly prohibited.
- b. Permitted Uses. The following uses of land are authorized as permitted uses within the Property. Uses are further classified according to general categories of land uses. To the extent expressly authorized by these PD District regulations, a general use category (e.g., "retail") may be identified on the Concept Plan or, except for residential uses, on a development plan. Upon approval of the Concept Plan or a development plan which includes a general use category, any use appearing or classified under such general use category in the use list set forth below, is authorized in accordance with the Concept Plan or development plan, as the case may be, any conditions attached thereto, and all other provisions of this Ordinance, the Zoning Ordinance, and any other ordinance, law, rule, regulation, code, and standard applicable thereto:

1. *Residential.* Residential uses within the Property are limited to the following:

Townhouse
Condominium
Multifamily

2. *Retail.* Retail uses within the Property are limited to the following (all uses listed below are for retail use only (whether or not so specified), and are subject to the General Conditions set forth in subsection e. of this Section 5):

Antique shop
Aquarium
Art gallery
ATM facilities
Bakery, retail sales only
Bank
Barber and beauty shop
Bicycle sales and service
Book or stationery store
Business support services
Camera shop
Candy, cigars and tobaccos, retail sales only

Caterer and wedding service (office only)
Cleaning, dyeing and laundry pick-up station for receiving and delivery of articles to be cleaned, dyed and laundered, but no actual cleaning, dyeing, or laundering work is to be done on the premises
Coffee shop (no seating on premises)
Convenience store
Cosmetic and beauty supplies
Dance studios
Department store
Donut and pastry shop, no seating on premises
Drug store, retail sales only
Electrical goods and fixtures for consumer use
Electronics store
Film developing and printing
Financial services
Fix-it shops, bicycle repair, saw filing and lawn mower sharpening, retail sales only
Florist, retail sales only
Furniture sales, repairs and upholstery
Gallery, for the display and sale of artworks
Grocery store, retail sales only
Hardware, sporting goods, toys, paints, wallpaper, clothing, retail sales only
Health club, private and public
Household and office furniture, furnishings and appliances, retail sales or rental only
Jewelry, optical goods, photographic supplies, retail sales only
Laundromat, equipped with automatic washing machines of the type customarily found in a home and where the customers may personally supervise the washing and handling of their laundry
Magazine store
Meat market, retail sales only
Medical and dental clinics
Movie DVD and VHS rental and sales
Optician and optical store
Pet and pet supplies
Photographer or artist studio
Pizza delivery shop, no seating on premises
Piano and musical instruments
Plumbing shop, without warehouse facilities (to include storage for ordinary repairs, but not storage for materials for contracting work)
Printing and copy shop, retail sales only

Professional offices for architect, attorney, engineer and real estate
Public garage, parking, no repairs
Retail Store
Seamstress, dressmaker, or tailor
Shoe repair shop, retail sales only
Sporting goods, toy & hobby store
Studio for the display and sale of glass, china, art objects, cloth and draperies
Studios, dance, music, drama, martial arts
Tailors
Telephone stores
Title companies
Travel services
Wearing apparel, including clothing, shoes, hats, millinery and accessories

3. *Office.* (Defined under article XXX of the Zoning Ordinance)
4. *Home office.* For the purposes of this PD District, "home office" means and includes office uses that are performed in a residential dwelling unit or in an office attached to a residential dwelling unit, that do not involve any structural change to the building or premises in which the use is conducted. A home office use, which is located on the ground floor of a building may include the employment of not more than three employees, including the person who is the primary resident of the residential dwelling unit where the home office use is conducted. A home office use which is located on any floor of a building other than the ground floor may not include the employment of any employee other than a person who is a primary resident of the residential dwelling unit where the home office use is conducted.
5. *Civic.* (Defined under article XXX of the Zoning Ordinance)
6. *Mixed use (with residential).* (Defined under article XXX of the Zoning Ordinance)
7. *Mixed use (with nonresidential).* (Defined under article XXX of the Zoning Ordinance)

c. Special Uses. A use listed below in this subsection may be permitted within the Property provided the same is first authorized by the approval of a special use permit in accordance with and subject to Article XX, Special Uses, of the City's Zoning Ordinance (and as the same may be modified or superseded):

1. Hotel.
2. Cleaning, dyeing and laundry pick-up station, with cleaning, dyeing and/or laundry work done on the premises.
3. Library, for loan of books and other materials typically performed by a public library.
4. Public safety facilities.
5. Restaurant.
6. Retirement home.
7. Sale of alcohol for on-premises consumption.
8. Transit facilities.

d. Accessory Uses. The following are permitted as accessory uses within the Property:

1. Community, social, hobby, or laundry facilities, for use by occupants of a residential development within the Property which are customary to residential developments.
2. Recreation space and facilities.
3. Parking and parking structures.
4. Other uses customarily incidental and subordinate to permitted uses and any special uses.

e. General Conditions. Development, occupancy, and use of the Property shall comply with the following conditions, as applicable:

1. *Retail use*. A retail use may be operated or conducted only in accordance with the following:
 - (a) Except as provided in subsection (b) below (regarding kiosks), a retail use is permitted only in connection with and as a part of a "mixed use (with residential)," as the same is defined in Article XXX of the Zoning Ordinance.
 - (b) Notwithstanding subsection (a) above (regarding a mixed use (with residential)), a retail use may be provided or conducted from and within a portable kiosk. For purposes hereof, "kiosk" means a small, free-standing one-story building or structure having a maximum floor area of 500 square feet which is portable in nature, is not permanent, and can be easily and readily moved from location to location. If a portable kiosk is to be occupied, it shall have a minimum floor area of 25 square feet. A portable kiosk for the purpose of providing or conducting a retail use is permitted anywhere within the Property.

- (c) Except as the same may be provided or conducted from a portable kiosk, free-standing retail is prohibited. For purposes hereof, "free-standing retail" means the use or occupancy of a free-standing building for a retail use.

6. Development Standards.

- a. For purposes of determining parking and open space compliance, the entire Property shall be considered as one lot. For example, retail parking in one phase of development, such as parking in a parking structure, may be applied to the required parking in another phase of retail development. Notwithstanding the consideration of the entire Property as one lot for parking and open space compliance purposes, parking for each development or phase of a development within the Property must be sufficient (and satisfy all of the standards set forth herein) for the development or phase thereof.
- b. Development, occupancy, and use of the Property shall comply with the development standards set forth in the following Table A:

TABLE A: DEVELOPMENT STANDARDS	
<p><u>Street Build-to Line</u></p> <p>All primary buildings, structures, walls, fences, and other improvements shall be constructed, located, placed, and erected along and contiguous to the applicable build-to line; provided, however, that not more than 30 percent of any street frontage may vary from the build-to line, except in that portion of the Property identified on the Concept Plan as "Subarea 1" not more than 50 percent of any street frontage may vary from the build-to line. The build-to line shall be measured from the closest right-of-way line of the adjacent street.</p>	<p><i>Street build-to lines within the Property are as follows (streets are as shown or identified on the Concept Plan):</i></p> <ul style="list-style-type: none"> ◦ 9 feet along A streets (as shown on the attached Exhibit "C" to this Ordinance No. 007-034) ◦ No less than 6 feet, no more than 9 feet along B streets (as shown on the attached Exhibit "C" to this Ordinance No. 007-034) ◦ No less than 6 feet, no more than 9 feet along all C streets (as shown on the attached Exhibit "C" to this Ordinance No. 007-034) ◦ 4 feet along all D streets (as shown on the attached Exhibit "C" to this Ordinance No. 007-034) ◦ No less than 6 feet, no more than 9 feet along all E streets (as shown on the attached Exhibit "C" to this Ordinance No. 007-034)

<u>Side Yard Setback</u>	None, except as required by the City's Fire Code (and as the same may be amended or superseded from time to time)	
<u>Rear Yard Setback</u>	None, except as required by the City's Fire Code (and as the same may be amended or superseded from time to time)	
<u>Maximum height of building</u>	No maximum height; except the portion of any building or other structure which is located within 100 feet of the property line of a lot or other parcel of land which is zoned for single family or apartment use or which is otherwise used or occupied for a residential use shall not exceed 60 feet in height. All heights are subject to FAA approval.	
<u>Minimum lot area</u>	No minimum lot area	
<u>Minimum lot width</u>	No minimum lot width	
<u>Minimum lot depth</u>	No minimum lot depth	
<u>Minimum area per Residential dwelling unit</u>	Efficiency	450 sq. ft.
	One-Bedroom	600 sq. ft.
	Two-Bedroom	850 sq. ft.
	Three-Bedroom	1,000 sq. ft.
	Townhouse	1,600 sq. ft.
	Office uses	500,000 sq. ft.
<u>Maximum nonresidential square footage</u>	Retail, restaurant and personal service uses	500,000 sq. ft.
<u>Maximum lot coverage</u>	95%	

c. Miscellaneous development standards:

1. Lot coverage:

- (a) The area of a porch or arcade fronting a public street is not included in the calculation of lot coverage.
- (b) The area of an above-grade parking structure is included in the calculations of lot coverage.

2. **Height:** Architectural features including, but not limited to, turrets, spires and towers may exceed maximum height of building provided that any such structure is no more than 15 feet higher than the maximum permitted height and has a floorplate which is ten percent, or less, of the ground floor area of the building of which it is a part.

3. **Setbacks:**

(a) *Overhangs and fireplaces.* The minimum setback requirements shall apply in all cases, except that fireplaces, eaves, bays, balconies and fireproof stairways may extend up to a maximum of five feet into the required setbacks.

(b) *Patios.* Patios may be constructed within the required setback zones.

7. **Open Space.**

a. Two acres for every 1,000 residents shall be dedicated for public open space use by the project applicant up to the point that dedication has been provided for 2,250 residents. After sufficient open space has been dedicated to meet the requirement for 2,250 residents, 1 1/2 acres of open space for each 1,000 residents shall be dedicated for public use by the project applicant. For purposes of this section, the number of residents expected to reside in the Property (or applicable portion thereof) shall be determined by estimating the number of dwelling units authorized for a proposed project, multiplied by a factor of 1.5 persons per dwelling unit.

b. Land proposed to be dedicated as public open space shall be clearly shown on the Concept Plan and final development plan submittals.

c. Land to be dedicated for public open space shall be approved initially by the planning and zoning commission and thereafter shall be submitted to the city council for consideration of acceptance of the proposed dedication. No dedication shall be deemed approved without express action of the city council in the form of a written "acceptance of dedication." Failure of the city council to execute an acceptance of dedication shall be deemed to be a refusal of the proposed dedication.

d. In its approval of any development plan, the Town may impose such conditions as deemed necessary to assure that the intent and purpose of this section is satisfied.

8. **Parking.**

Office of the City Secretary

Ordinance 007-034

EXHIBIT B

a. **Generally.** Off-street parking must be provided for the appropriate building use classification according to the following ratios:

1. **General retail.** (1/250 s.f.) One space per each 250 square feet of gross floor area.
2. **Furniture store.** (1/1,000 s.f.) One space per each 1,000 square feet of gross floor area.
3. **Medical or dental clinics.** (1/200 s.f.) One space per each 200 square feet of gross floor area.
4. **Bank or savings and loans.** (1/300 s.f.) One space per each 300 square feet of gross floor area.
5. **Office.** (1/300 s.f.) One space per each 300 square feet of gross floor area.

An office building or group of buildings, which shall total 50,000 square feet or more: (1/300 s.f.). One space per 300 square feet of gross leaseable area.

6. **Health club or studio for dance, music, drama, health and reducing.** (1/100 s.f.) One space per each 100 square feet of gross floor area.
7. **Residential.** One space/bedroom to a maximum of two spaces/unit.
8. **Hotel.** One space/hotel room plus one parking space per every 300 square feet of gross floor area of conference/banquet facilities.
9. **Civic.** To be determined by parking demand analysis study for proposed use and approved by the town's director of development services.
10. **Mixed use.** Number of spaces resulting from application of ratios provided above for respective uses in the development.

b. **Shared parking.** Uses may join in establishing shared parking areas if it can be demonstrated that the parking for two or more specific uses occurs at alternating time periods. Required parking shall be determined based on parking demand for the peak parking period as determined by a parking analysis study approved by the town's director of development services.

c. **Below-grade parking.** Off-street below-grade parking is permitted to the lot lines, but must be designed to allow planting of landscape.

d. **Parking garages.** Parking garage ramps shall not be expressed on the facades of parking structures fronting, or visible from public streets. Steel parking garages and steel guard cables on the garage facades are prohibited. The maximum length of an exposed parking structure along a street is 200 feet.

e. **Bicycle parking.** Bicycle parking shall be provided for all multi-family and commercial uses.

9. **Streets.** All streets and blocks in the Property shall conform to the provisions of this section.

Office of the City Secretary

Ordinance 007-034

EXHIBIT B

- a. *Street standards.* Standards for streets within the Property shall be as set forth in Exhibit "D," which is attached to this Ordinance, No. 007-034 and made a part hereof by reference. The Town's Master Thoroughfare Plan is amended to conform to Exhibit "D" for streets within this planned development district.
- b. *Street type and pattern.* The location of streets on the master thoroughfare plan is approximate. Precise location of streets shall be determined in conjunction with the approved Concept Plan and the approval of development plans.
- c. *Block length.* The length of a block shall not be less than 200 feet, nor more than 750 feet.

10. Exterior Appearance.

a. *Materials:*

1. At least 80 percent of the exterior cladding of all exterior walls fronting or visible from public streets (including above grade parking structures) shall be masonry construction. For purposes of this planned development district, "masonry construction" includes, but is not limited to brick, stone, cultured stone, glazing and plate glass, and split face concrete masonry units. An applicant, however may submit a design for construction of parking structures that employs alternative construction materials for exterior cladding with an application for a development plan. The alternative may be approved by the city upon determination that such construction will result in an appearance that is compatible with surrounding buildings and the overall character of the district.
2. At least 60 percent of exterior cladding of all walls not fronting on, or not visible from, public ways (including above grade parking structures) may be constructed of noncombustible materials including exterior stucco and fibrous cementitious material (e.g. hardi-material) construction.
3. The exterior cladding (excluding glass) of all buildings, (including above grade parking structures) shall be composed of not more than three materials (excluding roofs).
4. The following materials are prohibited as primary cladding materials:
Aluminum siding or cladding
Wood roof shingles
Unfinished concrete block (architecturally finished concrete block is permitted as a cladding material).

5. The following materials are prohibited as primary roofing materials:

Wood roof shingle

Composite shingles with less than a 50-year life

6. Balcony and patio railings and fences shall be constructed of wrought iron or metal. Wood fences and railings and chain-link fencing are prohibited.

b. *Windows:*

1. Where a retail use occupies the first floor, at least 70 percent of the first floor exterior wall facing a thoroughfare, street, boulevard or parking plaza shall be transparent glazing.
2. The exterior wall surface of all buildings above the first floor shall not be more than 50 percent glass.
3. Glass is to be clear or tinted, not reflective.

c. *Walls.* Walls attached to buildings shall be developed as architectural extensions of the building, constructed of the same material and in the same style.

d. *Color.* The dominant color of all buildings (including above-grade parking structures) shall be muted shades of color. Black and stark white shall not be used except as accent color. There are no restrictions on accent colors which comprise less than 1.0% of the building face, except that fluorescent colors are prohibited.

11. Landscape. Landscaping within the Property shall comply with the provisions in this section and with the standards contained in Article XXI, landscaping regulations of the Zoning Ordinance. Where conflicts exist between this section and the landscaping regulations, requirements in this section shall control.

a. Streetscape Zone. In the district, all streetscape elements, including street trees, lighting and other furnishings must be provided in the right-of-way, exclusive of driveways and access ways at points of ingress and egress to and from each lot.

1. Street Trees - Street trees shall be provided in accordance with the following:

- (a) Each street (except treeless mews streets) shall have street trees planted at uniform spacing, commencing no closer than 40 feet from the face of curb of intersecting streets.

- (b) Typically, street trees shall be planted as shown on Exhibit "D".
- (c) Street trees shall be large shade species having a minimum of four (4) caliper inches, selected in accordance with the Town's landscape regulations.

2. **Street Lighting** – Street lighting shall be provided in accordance with the following :

- (a) Each street shall have street lamps uniformly spaced between trees as shown on Exhibit "D(b) On A and B streets (as shown on the attached Exhibit "D"), locate street lamps at intervals no greater than 200 feet.
- (c) Street lamps shall be selected in accordance with Exhibit "E", attached to this Ordinance No. 007-034 showing acceptable selections.

3. **Street Furnishings** – Street furnishings shall be provided in accordance with the following:

- (a) Street furnishings shall include, but not be limited to, benches, trash receptacles, and bicycle racks.
- (b) Street furnishings shall be located at the discretion of the developer, subject to the approval of the town's Director of Parks and Recreation.
- (c) Street furnishings shall be selected in accordance with Exhibit "E", attached to this Ordinance No. 007-034, showing acceptable selections.

4. **Landscaping for Non-residential ground floor frontages.** Non-Residential ground floor frontages may pave the area between the building face and sidewalk.

5. **Landscaping for Residential ground floor frontages.** Residential ground floor frontages shall be required to landscape the entire area between the edge of sidewalk and the primary building façade, excluding access to sidewalks, stairs, stoops, porches and patios. This area must be irrigated, and may be landscaped with ground cover, low shrubs, and ornamental trees.

- b. Private Open Space. Private open space, which is owned and maintained by the developer, shall be landscaped and irrigated. The landscaping plan for the private

open space shall be approved by the Town as a part of the development plan approval for each development.

- c. **Parking Lot Screening.** Screening must be provided for all surface parking lots within the Property from all adjacent streets. The screening must extend along the entire street frontage of each surface parking lot, exclusive of (i) driveways and access ways at points of ingress and egress to and from the site, and (ii) visibility triangles. Screening shall be provided in accordance with the standards contained in Article XXI, Landscaping Regulations.

12. **Sustainability.**

All land contained within this Planned Development District shall be developed, and all buildings within this Planned Development District shall be constructed with the goal of providing a sustainable neighborhood. All developments shall conform to the requirements of the Brookhaven Neighborhood Sustainability Program, which is attached as Exhibit "F", attached to this Ordinance No. 007-034, and incorporated herein for all purposes.

13. **Screening:**

- a. Mechanical equipment shall be screened from view from all public roadways and located to minimize noise intrusion off each lot. The required screening must be composed of the same exterior materials as the buildings on the lot, or through the use of masonry walls, ornamental fence (80 percent opaque), evergreen landscape material, or combination thereof.
- b. Loading, service, and trash storage areas shall be screened from all public roadways. Refuse containers must be placed on a designed, reinforced concrete pad, including drive approach. The required screening must be composed of the same exterior materials as the buildings on the lot, or through the use of masonry walls, ornamental fence (80 percent opaque), evergreen landscape material, or combination thereof.
- c. All roof-mounted mechanical elements must be screened from view from the public right-of-way and neighboring properties. Screening must be architecturally compatible with the building design.

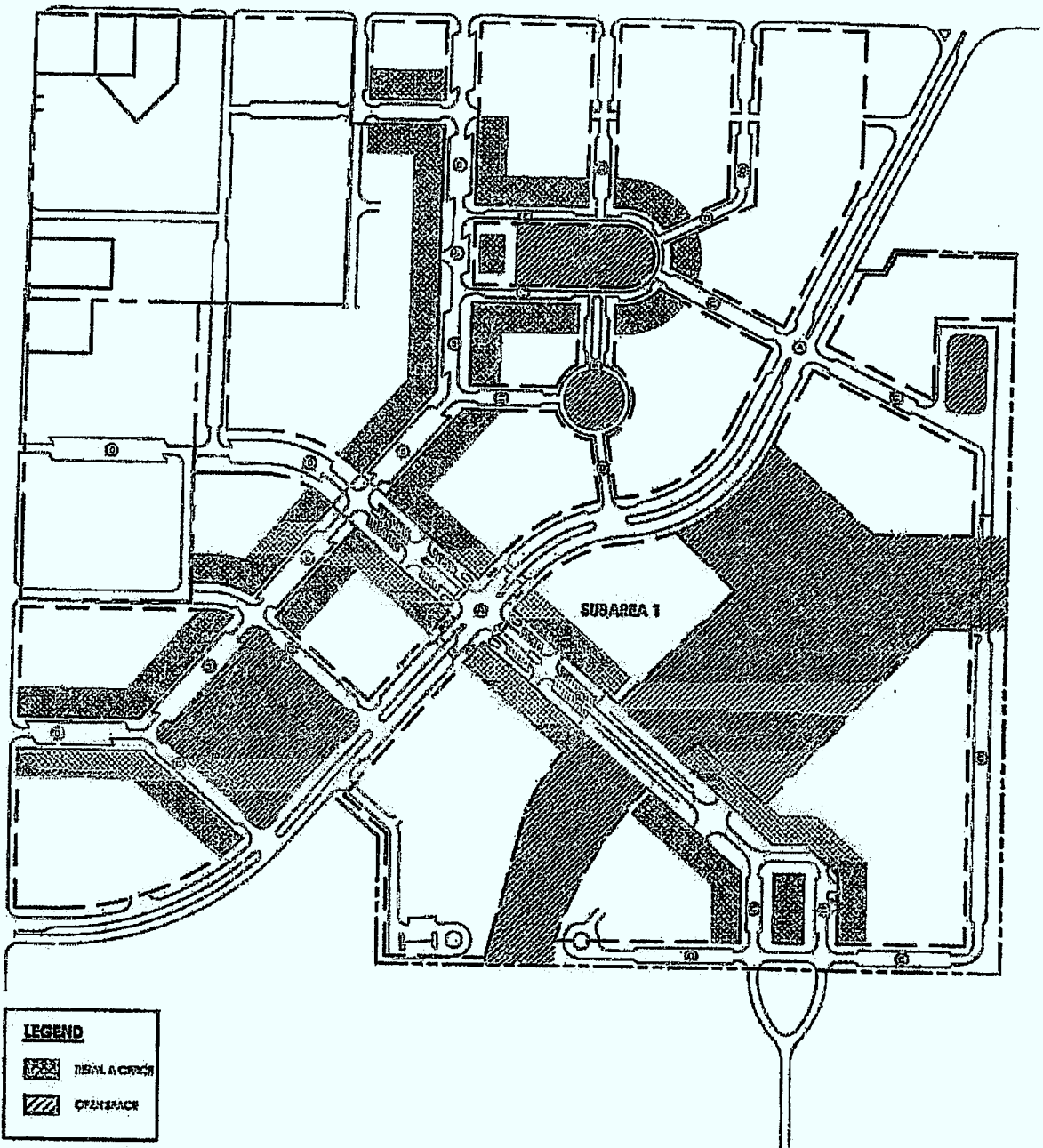
14. **Flexible Standards.** It is intended that all of the standards set forth in Sections 5-13 herein shall be flexible in order to encourage development within the Property. The planning and zoning commission and the city council may approve waivers to any standards set forth herein as part of the development plan provided any such waiver does not authorize a use not authorized in this planned development district, and does increase the allowable intensity or density of any land use.

Office of the City Secretary



Ordinance 007-034

EXHIBIT B

EXHIBIT B



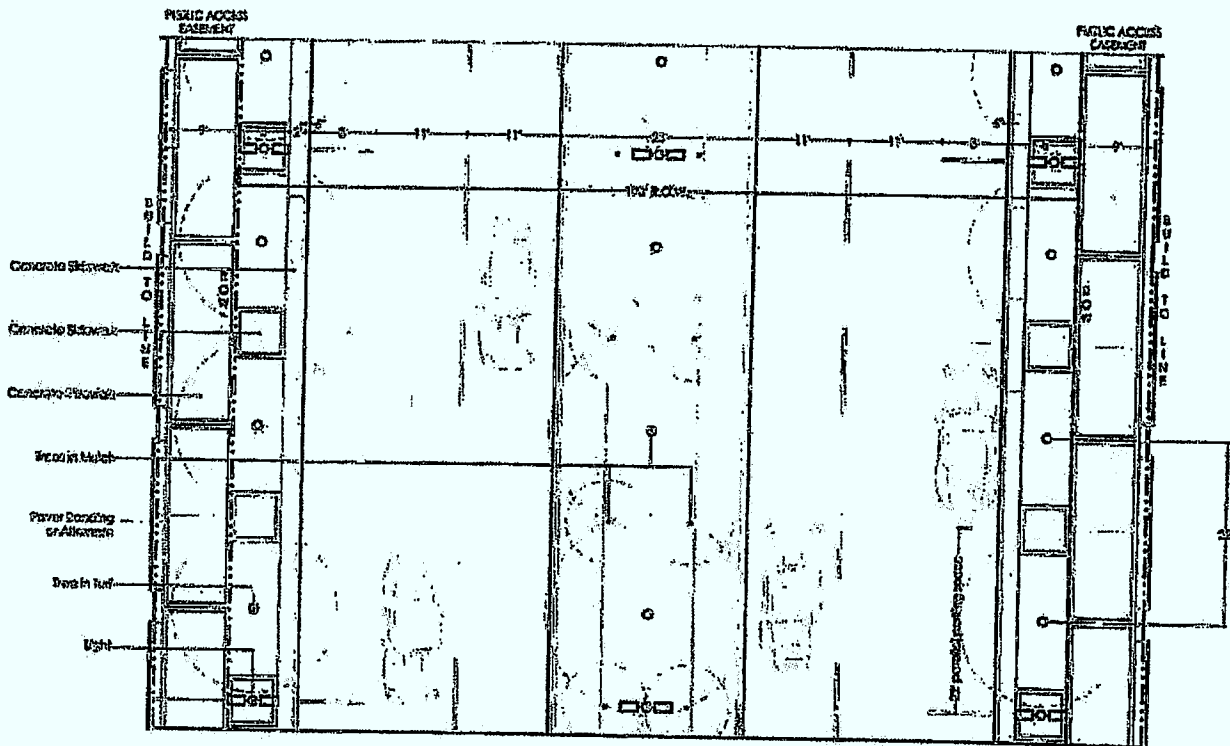
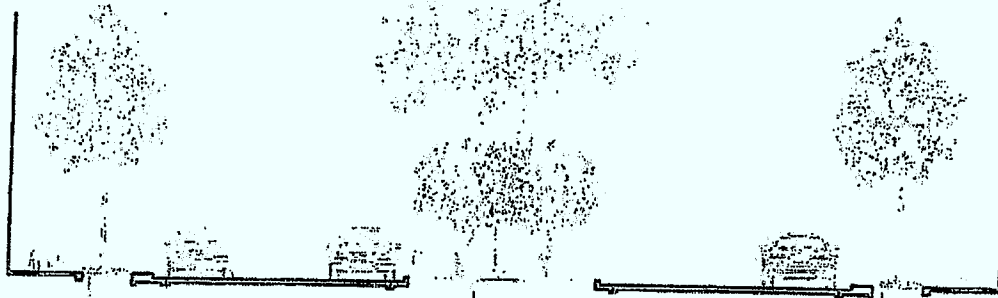
LEGEND

-  TRIAL & CRACK
-  OPEN SPACE



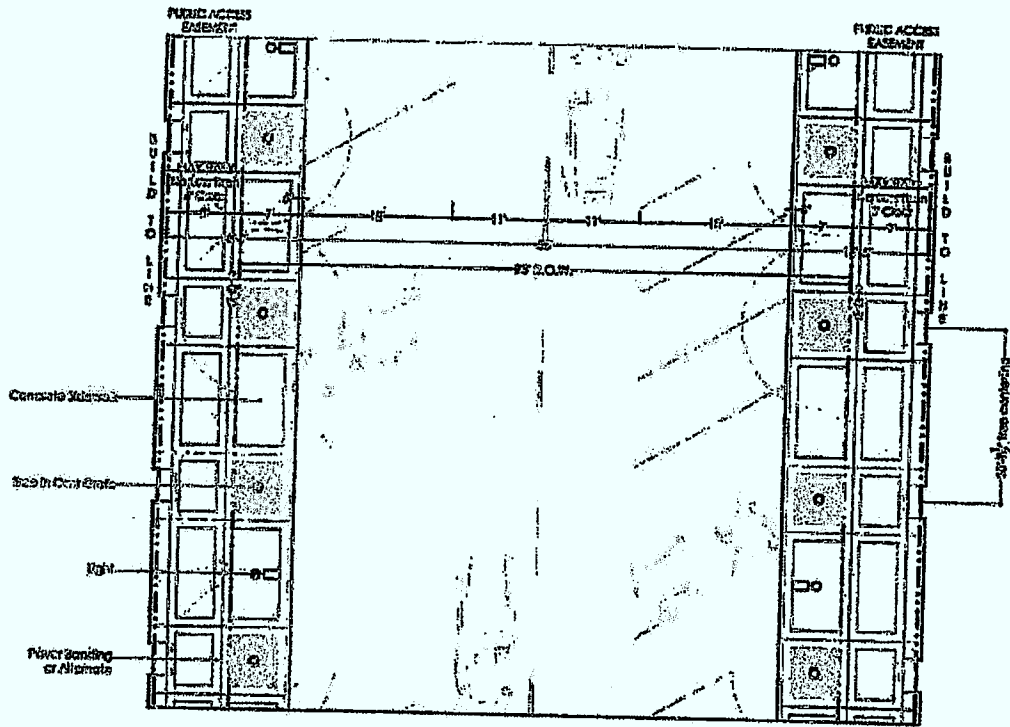
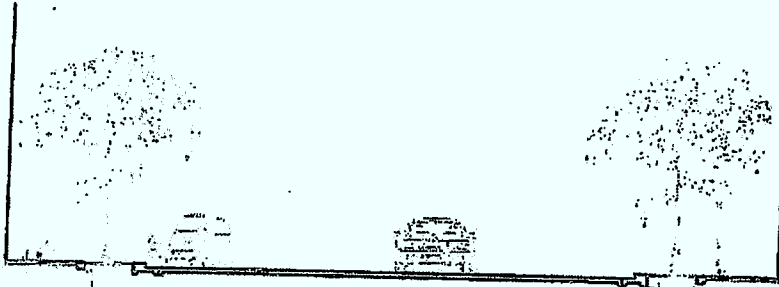
B R O O K H A V E N
EXHIBIT C - CONCEPT PLAN EXHIBIT B





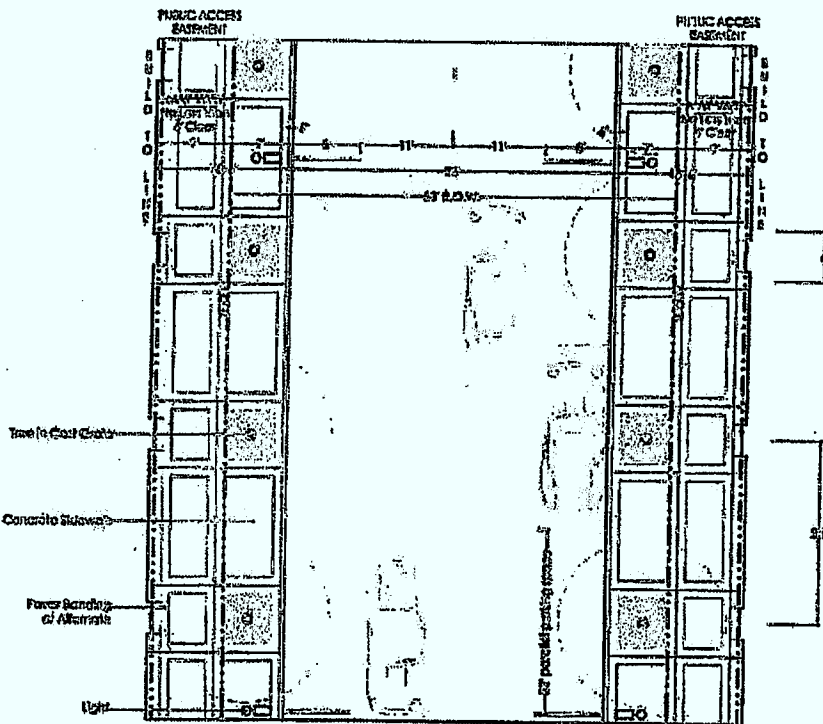
A - RESIDENTIAL BOULEVARD 100' P.O.W.
 EXHIBIT D - STREET STANDARDS EXHIBIT B





B - RETAIL STREET - 73' P.O.W.
 EXHIBIT D - STREET STANDARDS EXHIBIT B



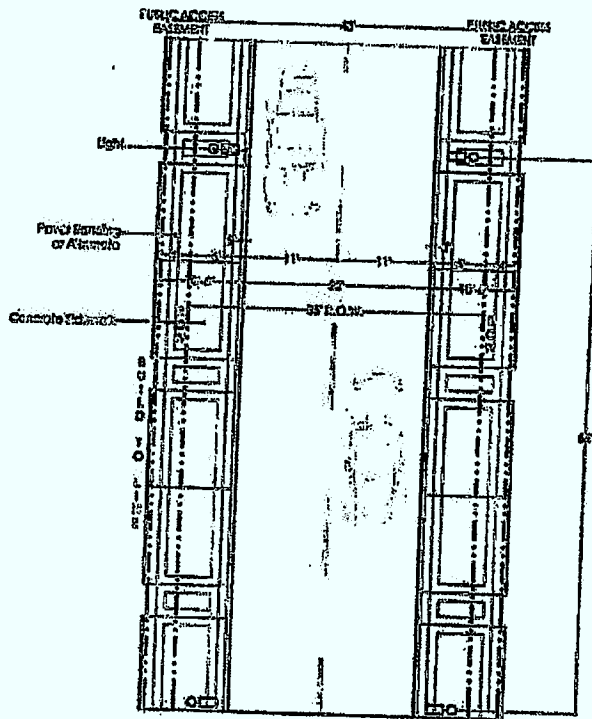
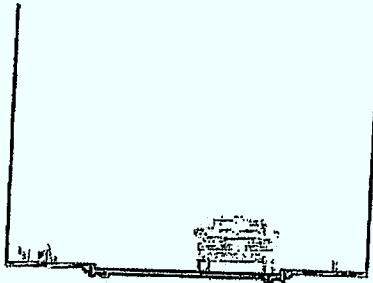


C - RESIDENTIAL STREET - 53' P.O.W.

EXHIBIT D - STREET STANDARDS

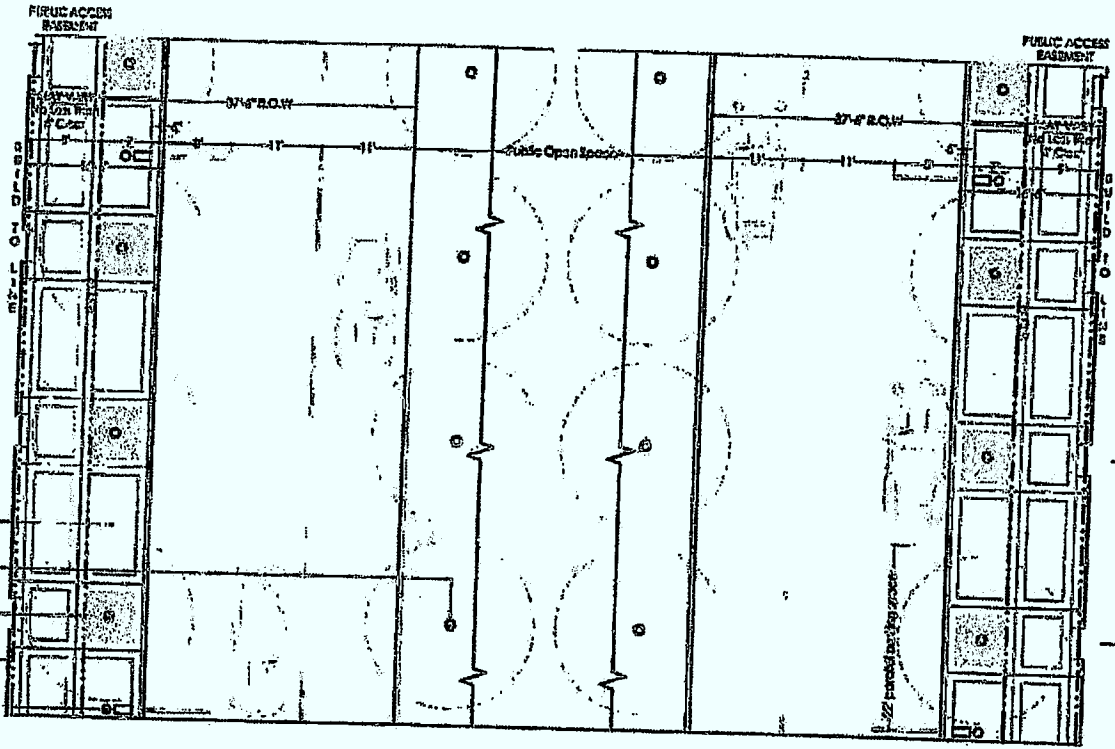
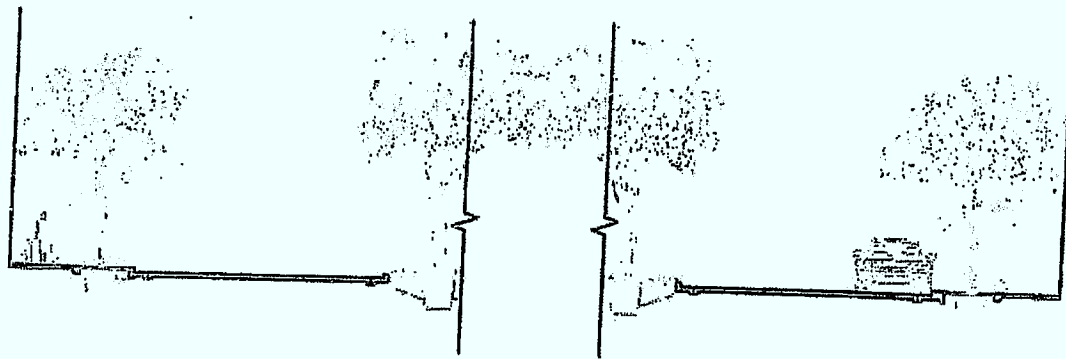
EXHIBIT B





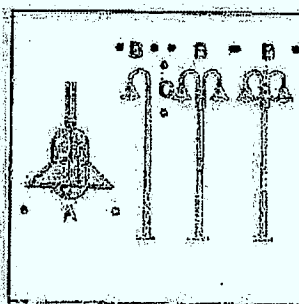
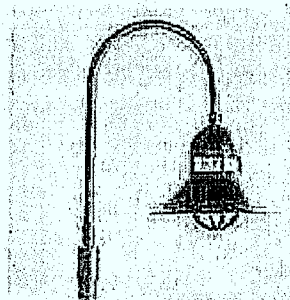
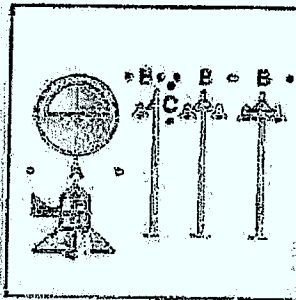
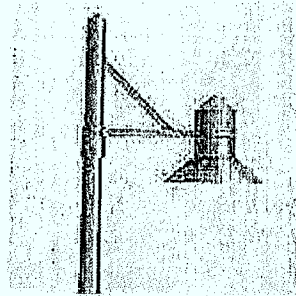
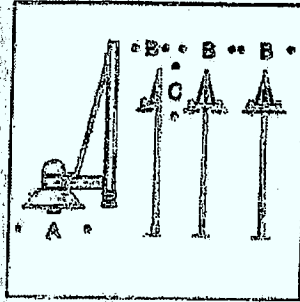
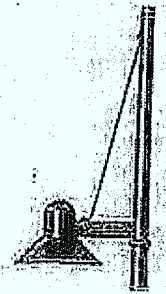
D - MEWS STREET - 35' R.O.W.
 EXHIBIT D - STREET STANDARDS **EXHIBIT B**





E - PARKWAY - VARIABLE WIDTH OPEN SPACE
 EXHIBIT D - STREET STANDARDS EXHIBIT B





Bega: Street Lights

STREET LIGHTING

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



EXHIBIT B

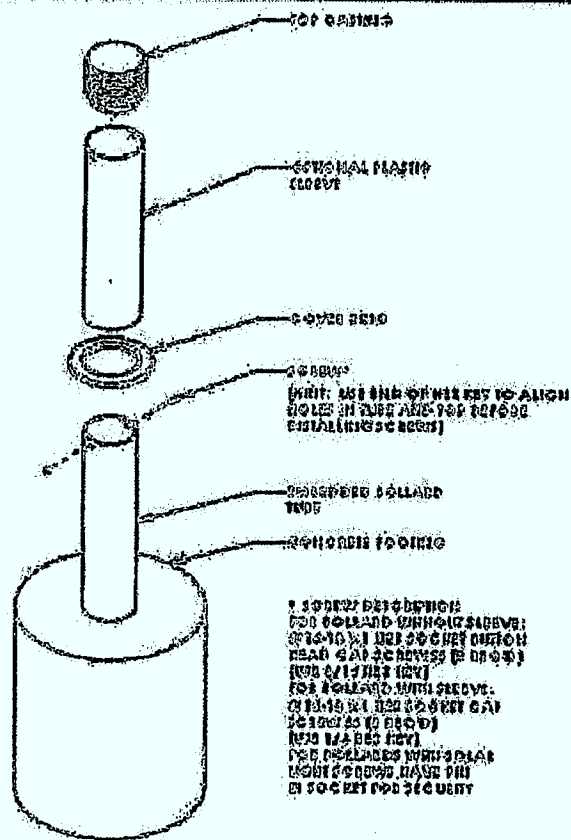


FIGURE 1
LANDSCAPE BOLLARD ASSEMBLY

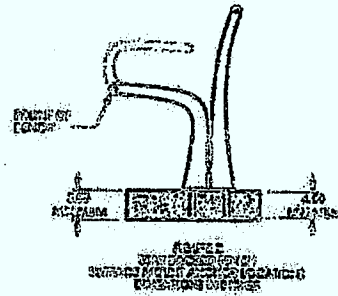
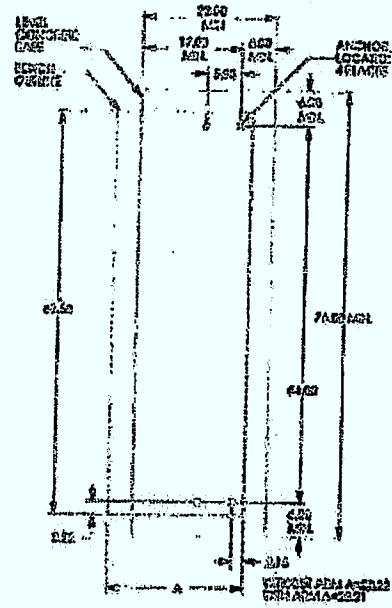
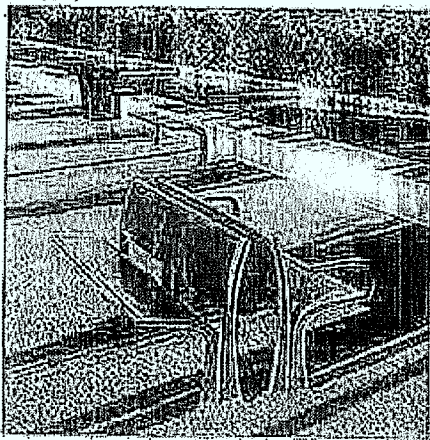
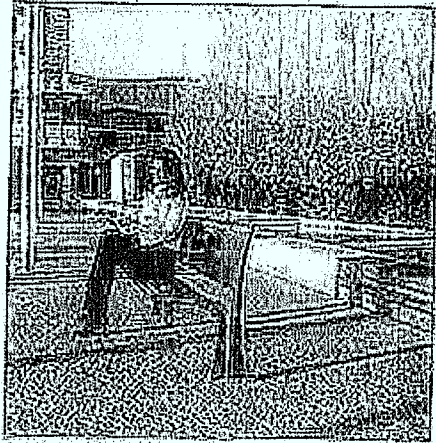
Landscape Forms: Annapolis Bollard

BOLLARD

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



EXHIBIT B



Landscape Forms: 35: Stay Bench

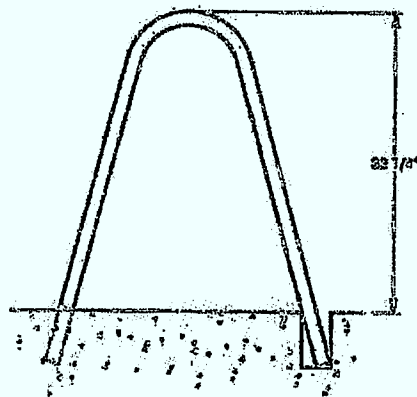
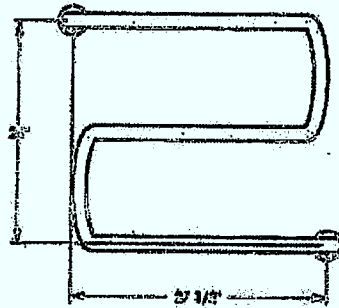
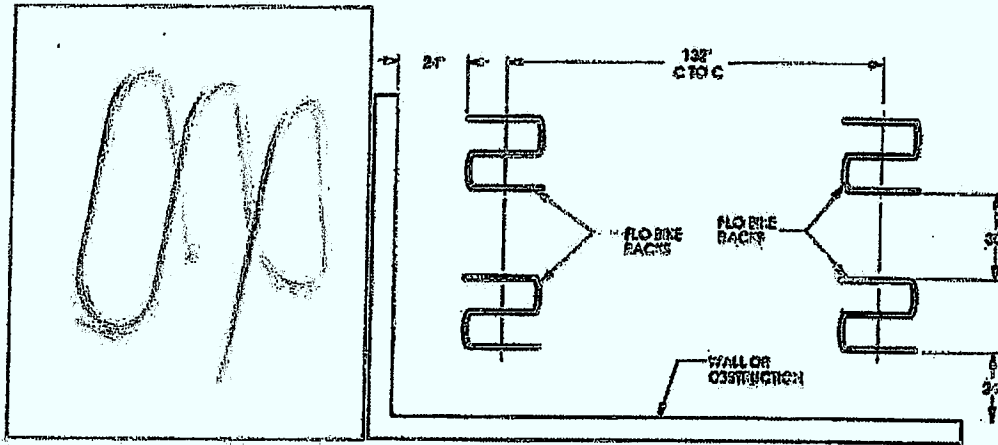
BENCH

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



KEVIN
SLOAN
STUDIO

EXHIBIT B



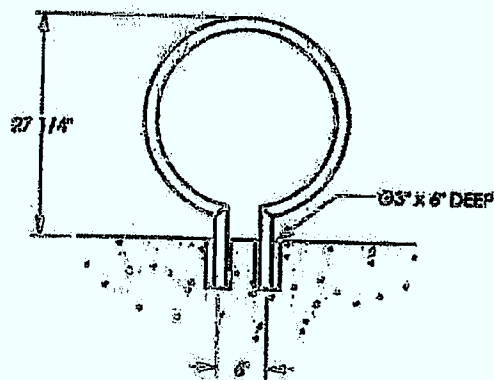
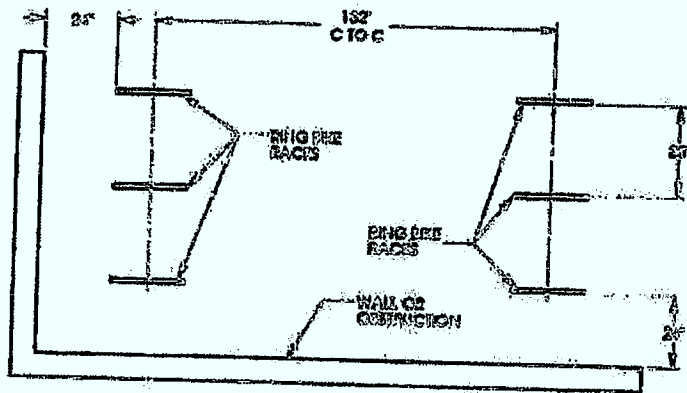
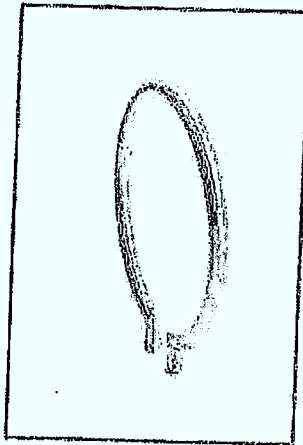
Landscape Forms: Flo2 Bike Rack

BIKE RACK

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



EXHIBIT B



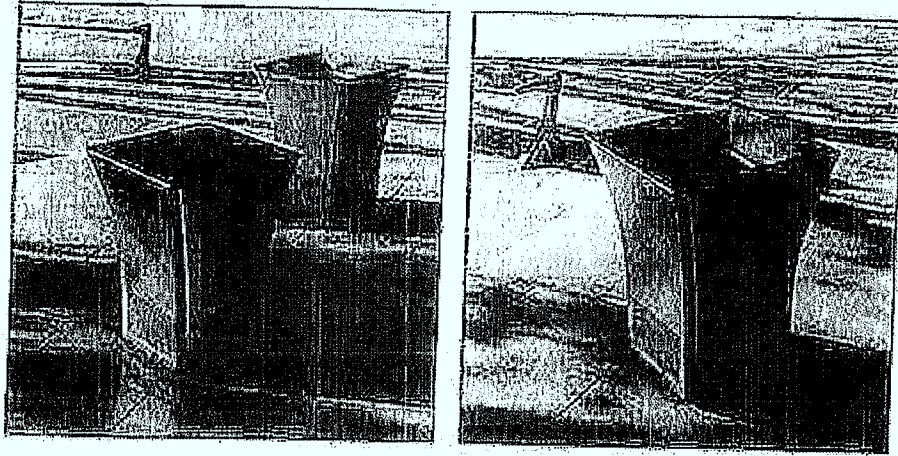
Landscape Forms: Ring Bike Rack

BIKE RACK

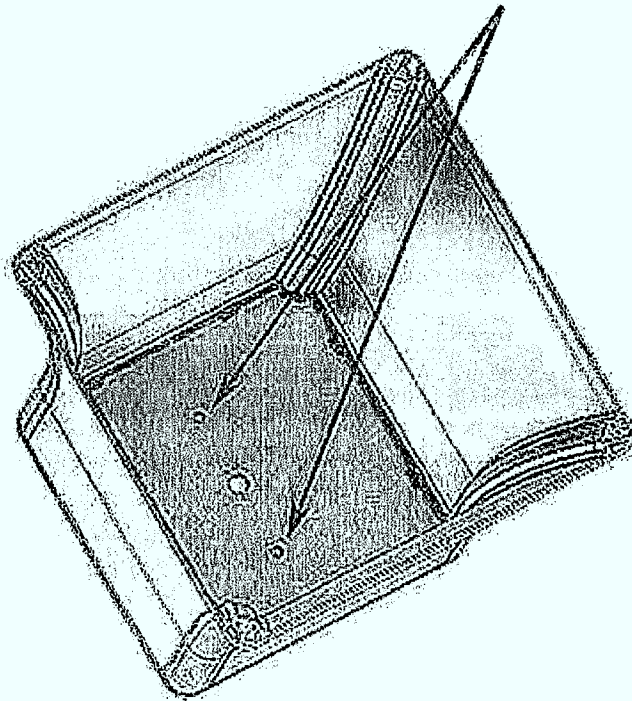
EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



EXHIBIT B



Holes for Surface Mounting



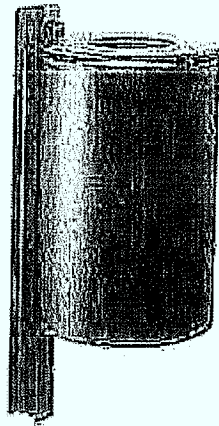
Landscape Forms: 35: Pitch Litter Receptacle

LITTER RECEPTACLE

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



EXHIBIT B



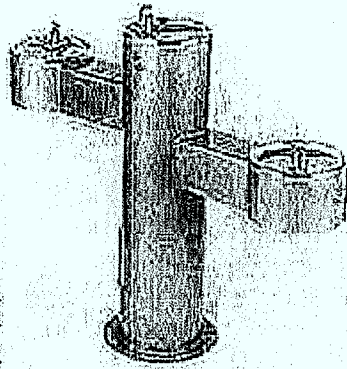
Hess: Punto Litter Receptacle

LITTER RECEPTACLE

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



EXHIBIT B



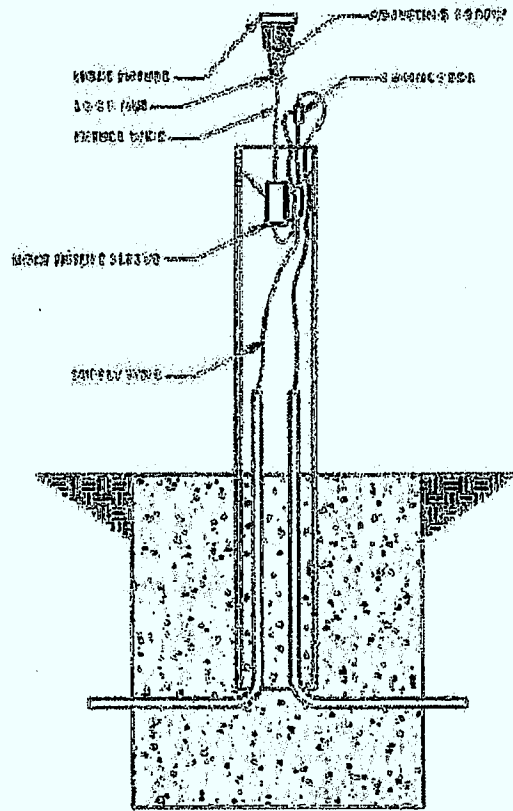
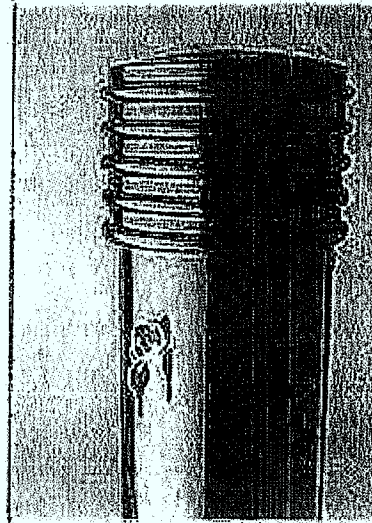
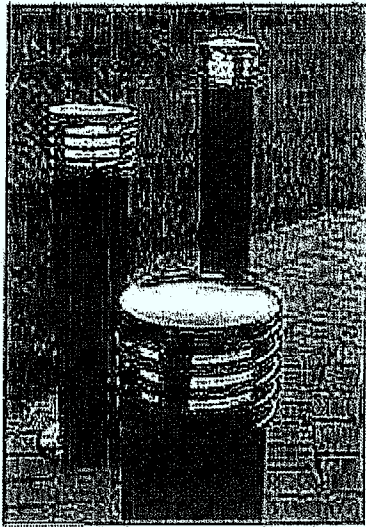
Most Dependable Fountains: Model 493SS, 325

DRINKING FOUNTAIN

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



EXHIBIT B



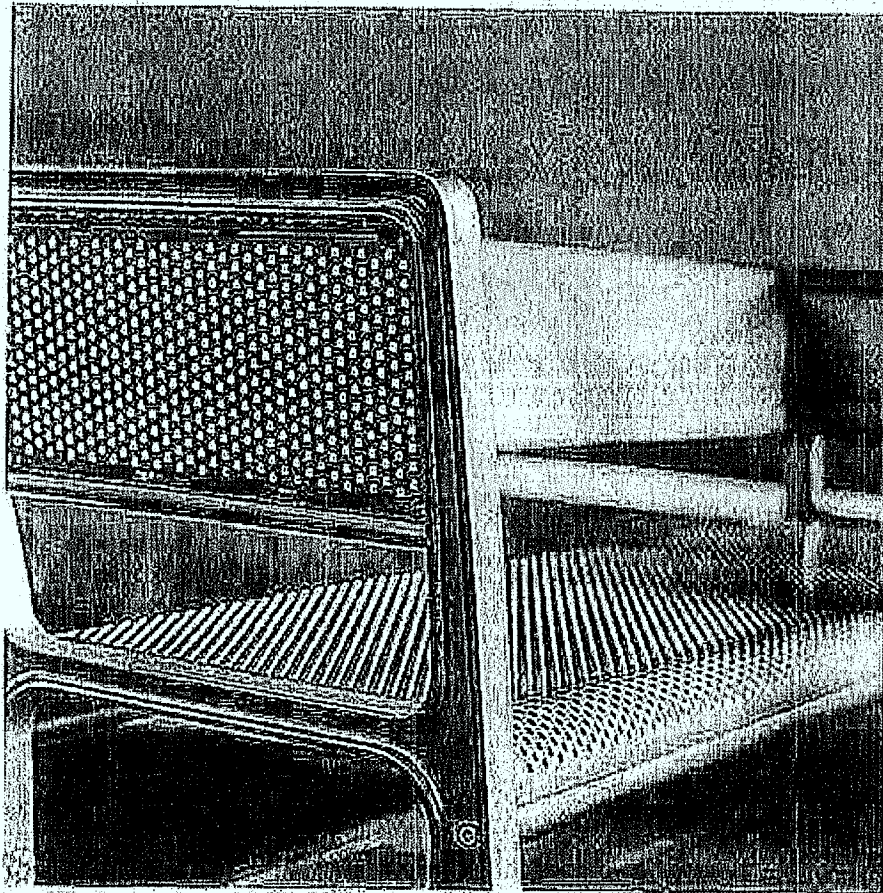
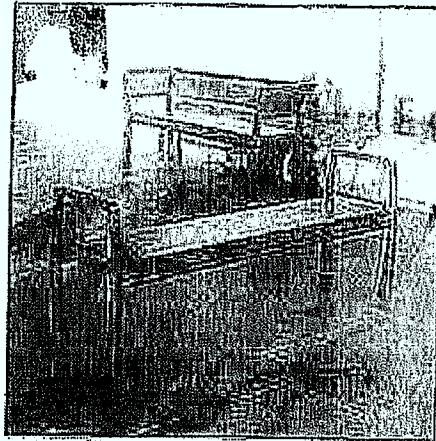
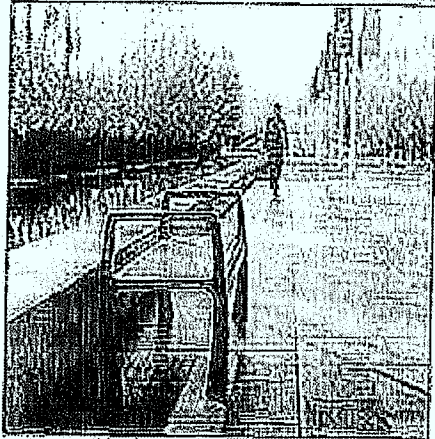
Landscape Forms: Annapolis Lighted Bollard

BOLLARD

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



EXHIBIT B



Landscape Forms: 35: Sit Bench

BENCH

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



EXHIBIT B

Sustainability Guidelines for Brookhaven Development, City of Addison

Category	General Description	Specific Metric/Details
	Include appropriate native plants that need minimal additional irrigation and pest control	Ensure that at least 60% of the landscaping consist of draught tolerant vegetation
	Reduce run-off pollution from conversion of site and construction	Create and execute a plan during the design to control erosion and sedimentation
	Minimize erosion and sedimentation	Create and implement a plan that uses vegetation, grading, and stabilization techniques to prevent erosion and reduce runoff
	Locate project such that 50% of the dwelling units and business entrances are within 1/2 mile of community services by walking route	1) Bank 2) Daycare 3) Civic Center 4) Hair Care 5) Hardware 6) Health Club 7) Laundry 8) Library 9) Pharmacy 10) Medical/Dental 11) Church 12) Post Office 13) Restaurant 14) School 15) Senior Care 16) Grocery 17) Theatre, or other uses
	Design residential portion of the project to have a minimum density of 20 dwelling units per acre	
	Provide two or more of the following housing types	1) Detached residential 2) Duplex or Townhouse 3) Multi-family dwelling < 4 stories 4) Multi-family 4-9 stories 5) Multi-family > 9 stories
Site	Use no more than 20% of development footprint for detached surface parking lots	Locate all parking at the side or rear of buildings w/no surface parking lot greater than 2 acres in size
	Principal entries should face a street, square, park, or plaza	
	Building-height-to-street-width proportions should not exceed a ratio of 1:3	
	Continuous sidewalks should be provided on both of all streets to promote pedestrian travel	Exclusively residential streets should not exceed speed limits of 20 mph. Non-residential or mixed use streets should not exceed speed limits of 25 mph
	Locate parks of at least 1/2 acre in size to be within 1/8 mile walking distance of 80% of all residential units	Provide outdoor recreational facilities in parks
	Locate project on an infill site, near existing adequate transit service	
	Locate project on a site served by existing water and sewer infrastructure.	
	Locate project on a previously developed site, with street network grid density of 30 centerline miles per sq. mile	

EXHIBIT B

Materials and Waste	Establish facilities to enable recycling of waste generated by occupants: paper, glass, plastics, metal, and cardboard	Ensure that building design contains adequate space and means (e.g. Chutes) for recycling collection areas
	Divert a minimum of 50% of construction debris from disposal in landfills and incinerators, when practical	Salvage materials for reuse in construction, and send additional materials to recycling facilities or charitable organization (e.g. Habitat for Humanity)
	Give preference to materials with manufacturing locations within 500 miles of project	Provide a list of materials which quality, indicating distance from manufacturing location to project
	Give preference to materials and products made from recycled or rapidly renewable materials	Provide a list of materials which quality, indicating nature of materials and % of composition

Energy	Perform fundamental commissioning of buildings' energy systems	Verify that all the energy systems in the building are installed, calibrated, and performing to the owner's requirements before occupancy
	Utilize daylight wherever possible	Incorporate daylighting considerations into building orientation, window, and skylight placement, and strategic shading into building design
	Build energy efficient building envelope	Comply with IECC 2006 standard
	Install Energy Star windows, doors, skylights	Specify windows, doors, and skylight with Energy Star Qualified ratings
	Use Energy Star qualified sealing and ensure building is properly sealed	Specify Energy Star qualified sealing
	Choose Energy Star qualified fixtures and bulbs (e.g. compact fluorescent lights) in all common areas and units	Specify lighting that has attained Energy Star certification
	Install lighting controls (motion sensors, daylight sensors, dimmers, and/or timers) in public areas.	N/A
	Buy Energy Star qualified refrigerators/freezers	Specify Energy Star qualified refrigerators/freezers
	Use Energy Star qualified Exit Signs	Specify Energy Star qualified exit sign
	Install Energy Star qualified ceiling fans	Specify Energy Star qualified ceiling fans
	Install insulation levels recommended by Energy Star for their cost effectiveness	Follow or exceed insulation R values as prescribed in IECC 2006.
	Use Energy Star qualified roof insulation	N/A
	Orient buildings so that the longer sides of the building are facing north/south and the shorter sides of the building are facing east/west, as masterplan allows.	
	Do not use CFC based refrigerants in HVAC systems	
Use building architecture to provide solar mitigation, as masterplan allows.		

EXHIBIT B

Water	Minimize use of potable water for irrigation	
	Install automatic rain shut-off mechanism on irrigation systems	Program all irrigation systems on property to shut off when raining
	Install high-efficiency toilets	Specify all toilets that use no more than 1.3 gallons/per/flush, where practical
	Install ultra-efficient sinks/aerators	Specify sinks/aerators that use no more than 1.8 gal/min
	Install ultra-efficient, low-flow showerheads	Specify showerheads that use no more than 1.8 gal/min
	Buy and install Energy Star qualified washing machines	Specify and install Energy Star qualified washing machines
	Buy and install Energy Star qualified dishwashers	Specify and install Energy Star qualified dishwashers
	Use highest-efficiency water heaters or boilers when available or practical	

Indoor Air Quality	Minimize exposure of occupants, indoor surfaces, and ventilation systems to tobacco smoke	Prohibit smoking inside common areas
	Use low off-gassing (low Volatile Organic Compound) adhesives and sealants	Comply with LEED NC 2.2 Guidelines, Credit EQ 4.1
	Use low off-gassing (low Volatile Organic Compound) carpets	Carpets should comply with Green Label Plus program
	Use low off-gassing (low Volatile Organic Compound) paints	VOC limits: Flats 50 g/L Non-Flats 150 g/L
	Monitor ventilation system's ability to maintain adequate IAQ	Install CO2 monitoring devices, outdoor air flow monitoring
	Install CO detectors	Install CO detectors in each unit, mechanical equipment areas, and all common spaces
	Use filtration media with a minimum MERV rating of 8	

EXHIBIT B



SCALE: 1"=250'

ICONA Consulting Engineers, Inc.
 Chattanooga - Dayton - Kansas
 International Phased Center
 280 W. Southlake Blvd., Suite 111
 Southlake, TX 75082
 Phone: (817) 802-4210
 Fax: (817) 683-3126

Phase I Infrastructure

Brookhaven Club Dr.	\$ 6,196,050
Street "B"	\$ 4,736,945
Water	\$ 675,000
Wastewater	\$ 321,125
Drainage	\$ 814,125
Creek Area Park	\$ 6,121,979
Subtotal Phase I	\$18,865,224

Phase II Infrastructure

Street "B"	\$ 929,010
Street "C"	\$ 1,427,616
Street "D"	\$ 844,743
Street "F"	\$ 145,628
Street "G-3"	\$ 568,823
Water	\$ 153,126
Wastewater	\$ 128,750
Drainage	\$ 185,500
Inner Circle Park	\$ 41,587
SubTotal Phase II	\$ 4,424,783

TOTAL FUNDING NO. 1 \$23,290,007

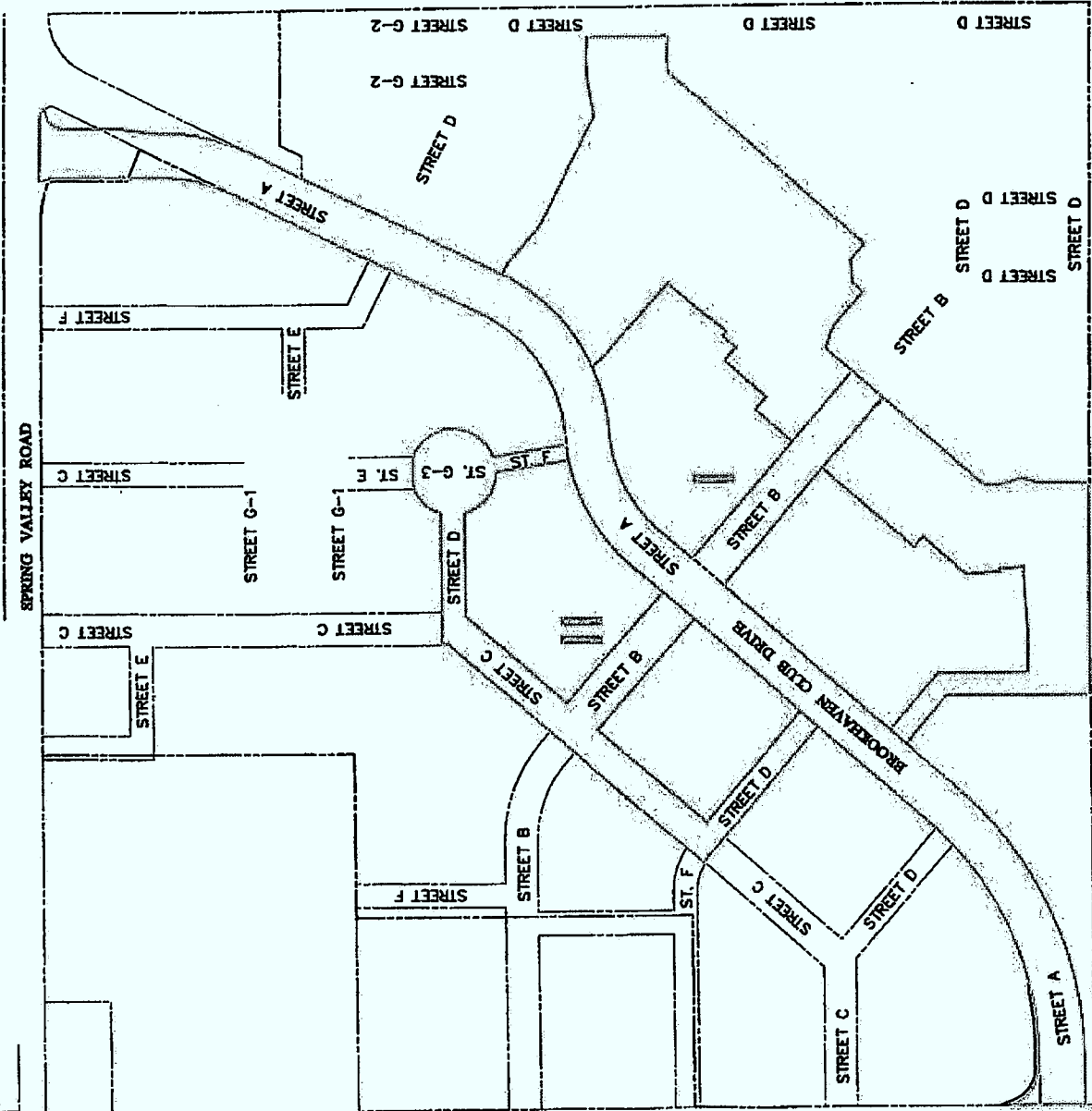


EXHIBIT "C-1"
FUNDING NO. 1
 02/07/08

EXHIBIT C-1



ICORA Consulting Engineers, Inc.
 Chartered Engineers - Designers - Planners
 Elemental Planners Center
 250 W. Southlake Blvd., Suite 117
 Southlake, TX 75082
 Phone: (817) 552-8210
 Fax: (817) 552-3128

SCALE: 1"=250'

Phase III Infrastructure

Street "B"	\$ 270,512
Street "D"	\$ 5,813,058
Street "G-2"	\$ 1,057,076
Water	\$ 427,500
Wastewater	\$ 240,626
Drainage	\$ 354,000
SubTotal Phase III	\$ 8,162,172

Phase IV Infrastructure

Street "C"	\$ 988,430
Street "D"	\$ 472,260
Water	\$ 633,750
Wastewater	\$ 37,500
Drainage	\$ 84,250
Soccer Park	\$ 243,390
SubTotal Phase IV	\$ 2,459,580

Phase V Infrastructure

Street "C"	\$ 1,612,200
Street "E"	\$ 625,764
Street "F"	\$ 846,213
Street "G-1"	\$ 1,512,664
Water	\$ 89,734
Wastewater	\$ 118,372
Drainage	\$ 274,574
Pedestrian Park	\$ 276,330
SubTotal Phase V	\$ 5,356,251

Phase VI Infrastructure

Street "B"	\$ 346,256
Street "F"	\$ 168,151
Water	\$ 41,533
Wastewater	\$ 54,786
SubTotal Phase VI	\$ 610,726

TOTAL FUNDING NO. 2	\$ 16,589,329
----------------------------	----------------------

EXHIBIT "C-2"
FUNDING NO. 2

02/07/08

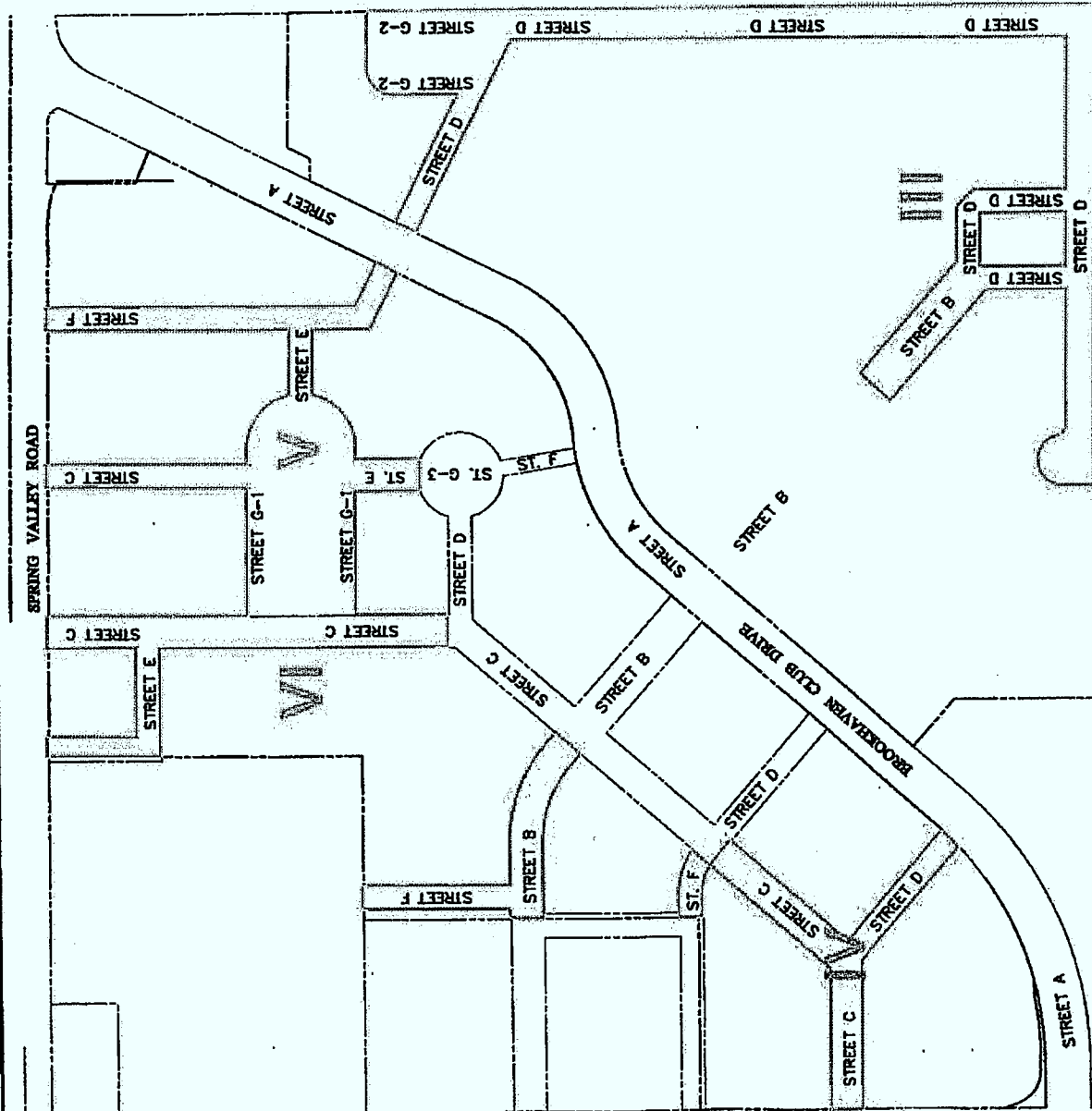


EXHIBIT C-2

Icon Consulting Engineers, Inc.
 250 W. Southlake Boulevard, Suite 117
 Southlake, Texas 76092
 (817) 552-6210

Statement of Probable Cost
 Project: Brookhaven
 Summary of Improvements


Project No: 5019-01
 Date: Rev. 2/02/2008
 Prepared By: Bruce F. Dunne

SUMMARY OF IMPROVEMENTS	PROJECTED COST
WATER IMPROVEMENTS	\$2,020,643
WASTEWATER IMPROVEMENTS	\$901,159
DRAINAGE IMPROVEMENTS	\$1,712,850
STREET TYPE "A" IMPROVEMENTS	\$6,196,050
STREET TYPE "B" IMPROVEMENTS	\$6,282,723
STREET TYPE "C" IMPROVEMENTS	\$4,028,246
STREET TYPE "D" IMPROVEMENTS	\$7,130,061
STREET TYPE "E" IMPROVEMENTS	\$625,764
STREET TYPE "F" IMPROVEMENTS	\$1,159,992
STREET TYPE "G-1" IMPROVEMENTS	\$1,512,664
STREET TYPE "G-2" IMPROVEMENTS	\$1,057,076
STREET TYPE "G-3" IMPROVEMENTS	\$568,823
CREEK AREA PARK IMPROVEMENTS	\$6,121,979
ANCILLARY PARK IMPROVEMENTS	\$561,307
TOTAL SUMMARY OF IMPROVEMENTS	\$39,879,336

This "Statement of Probable Cost" is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition, the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, Icon Consulting Engineers, Inc. can not guarantee that actual costs will not vary from the opinions expressed herein.

Exhibit "D"

EXHIBIT D


Consulting Engineers, Inc.
 Civil Engineers • Designers • Planners
 Registered Professional Office
 250 W. Southside Blvd., Suite 117
 Denver, CO 80222
 Phone: (303) 733-8800
 Fax: (303) 733-9128



SCALE: 1"=250'

EXHIBIT "E" BROOKHAVEN DEVELOPMENT PHASING PLAN

02/07/08

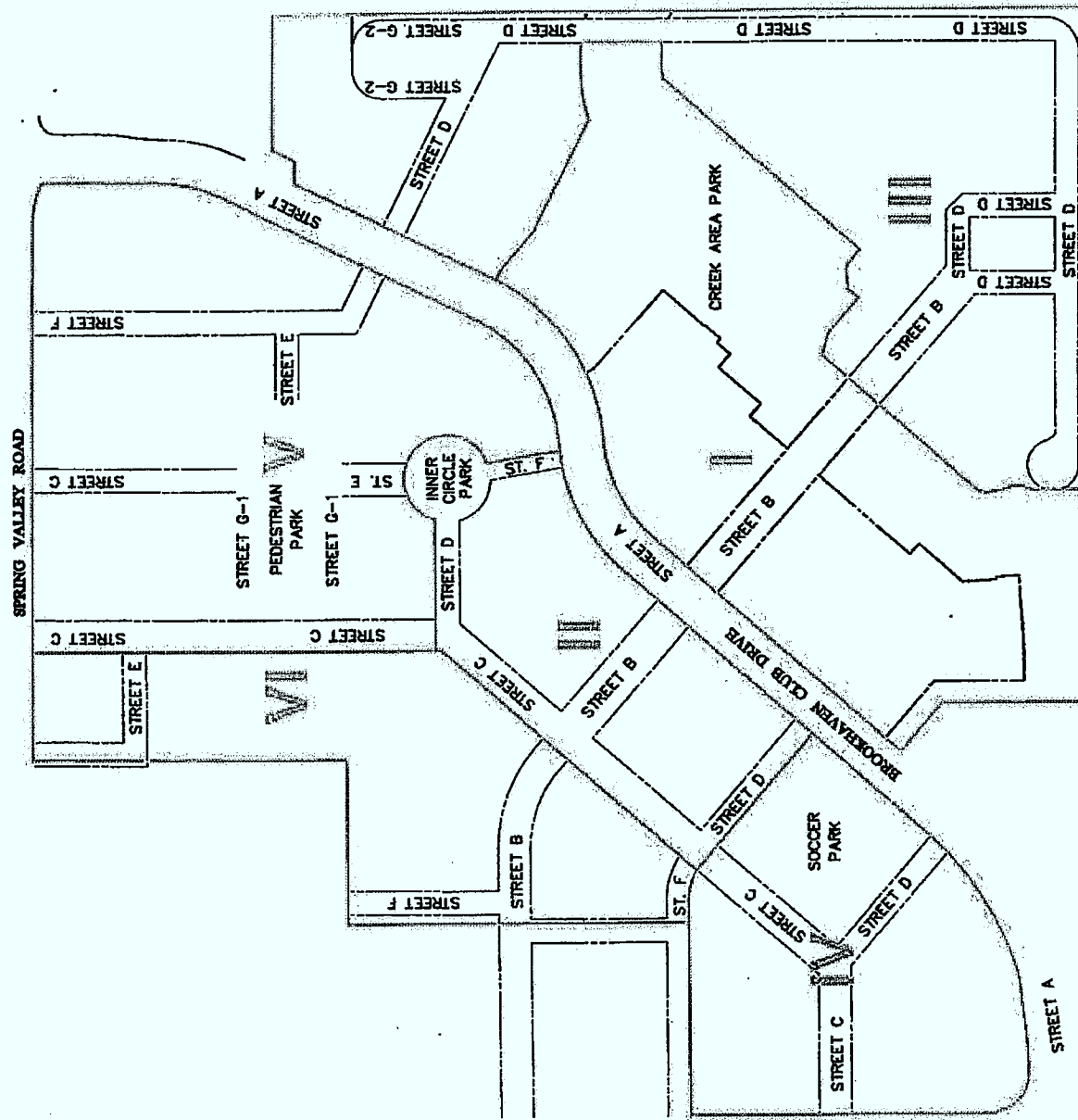
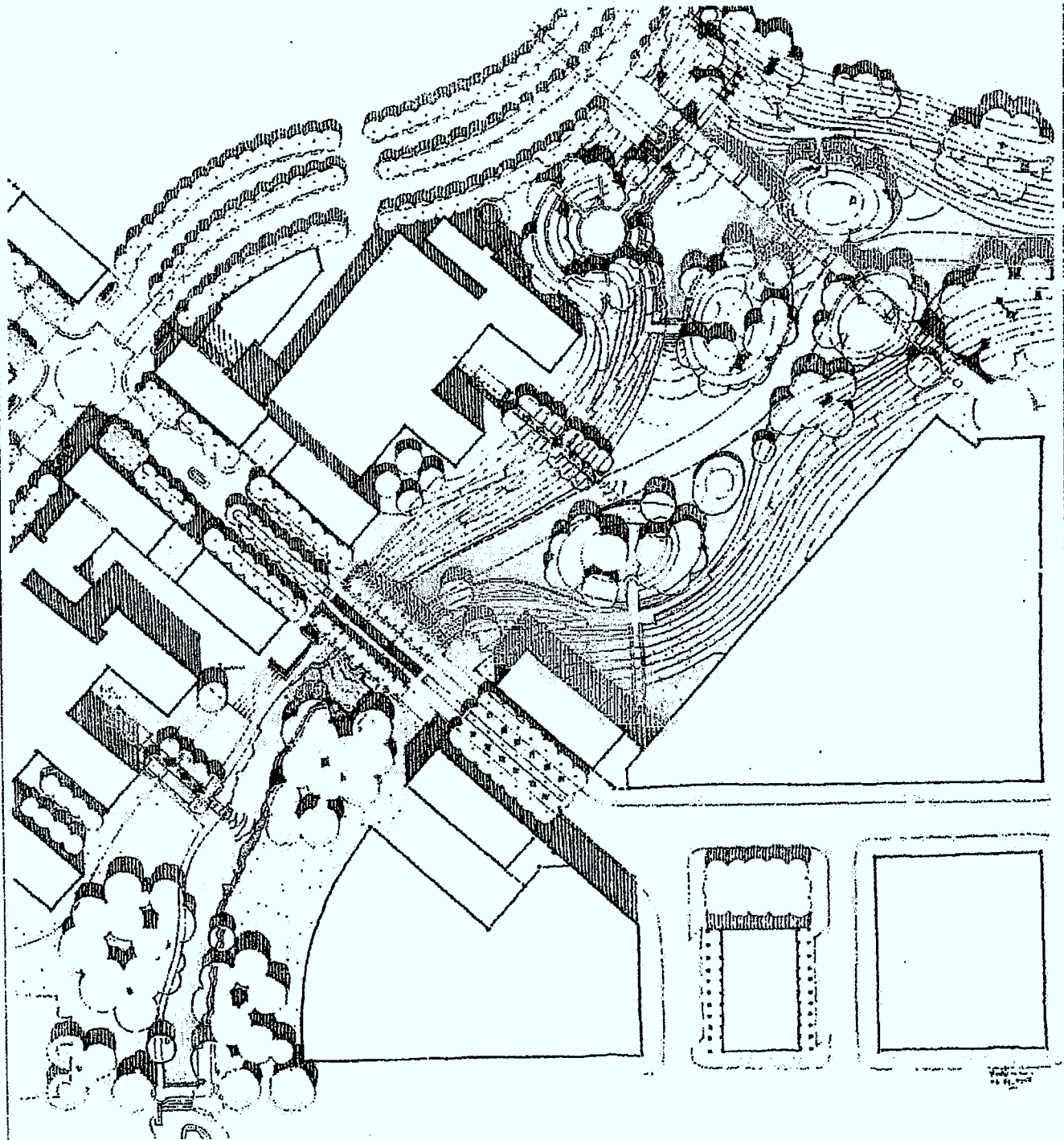


EXHIBIT E



B R O O K H A V E N

PRELIMINARY PARK DESIGN

EXHIBIT F

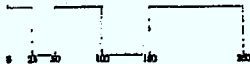


EXHIBIT "G"
PUBLIC LANDSCAPE MAINTENANCE SCHEDULE

LANDSCAPE MAINTENANCE

The following minimum standards of landscape maintenance shall be employed:

PART 1 – GENERAL

1.1 SCOPE:

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

1.2 DAMAGE:

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

PART 2 – PRODUCTS

2.1 COMMERCIAL FERTILIZER:

- A. Shade Trees, Groundcovers, and Non-Flowering Shrubs: 15-5-10 element percentage (3 ½ ratio) with a minimum 8% sulphur and 4% iron plus trace elements. Nitrogen source to be at least 50% slow release Ureaformaldehyde (UF) or Sulfur Coated Area (SCU).
- B. Flowering Trees, Flowering Shrubs, Perennials, and Annuals: 10-20-10 element percentage (1-2-1 ratio) with trace elements plus minimum 8% sulfur and 4% iron.
- C. Azaleas: Car Pool Acid Azalea and Camellia fertilizer, 5-20-3 analysis plus trace elements.

2.2 HERBICIDES:

A. Shrubs and Groundcover Beds:

1. Pre-emergent: Dimension & Gallary, to be determined.

2.3 PESTICIDES:

A. Spray as required for safe control of the particular insect or disease that may infest the plantings.

B. Complete spraying with a licensed applicator with the Texas Department of Agriculture.

2.4 BED MULCH:

A. Shredded hardwood mulch.

PART 3 – EXECUTION

3.1 WATERING:

A. Check operation of the automatic irrigation system and adjust timing as required.

B. Take into consideration specific site conditions and compensate system's timing for areas in shade, sloping areas, and weather conditions.

C. Program the controller so plan and lawn areas receive an inch to an inch and one-half of water per week. Refer to manufacturer for precipitation rates of the sprinkler heads.

D. Visually check the system weekly during the summer months and monthly December through March.

E. Promptly repair any damages to system and remedy operation problems.

3.2 FERTILIZING:

A. General: Refer to Part Schedules for fertilizer application intervals. Water thoroughly after each application.

B. Shade Trees: Fertilize annually at the rate of 1.5 lb. per inch of tree caliper by uniformly broadcasting fertilizer around the drip line of the tree. Use 3 ½ ratio.

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

3.3 PRUNING:

A. Trees: Complete this work with experienced tree pruning personnel only. In general, thin out and remove any dead wood and shape to maintain symmetry. DO NOT SHEAR OR TOP TREES.

B. Spring Flowering Trees and Shrubs: Complete pruning as noted above after blooming period.

C. Evergreen Shrubs: Prune selectively as their growth warrants to remain in bounds and to eventually form a solid mass. Remove any dead wood as needed. DO NOT SHEAR.

D. Groundcover: During growing season, shear to remain in bounds. Complete major pruning in early spring. Shear Liriope and Asian Jasmine to a height of 6" in early spring.

E. Perennials: Cut off and dispose of dead top growth after first frost. Remove blooms as they fade throughout the season.

3.4 PEST CONTROL:

A. Provide complete pesticide control as the need may occur. Carefully inspect lawn and plantings weekly and complete any needed control in a timely manner.

B. Carefully follow label instructions and complete spraying with licensed personnel only.

3.5 WEED CONTROL:

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

3.6 WEEDING/CULTIVATING:

A. Remove weeds and foreign grasses from bed areas weekly. Lightly cultivate beds once every two weeks during growing season. Discontinue groundcover bed cultivation once groundcovers/shrubs have covered.

3.7 CLEAN UP/LITTER REMOVAL:

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

3.8 BED MULCH:

A. Add mulch material to shrub and groundcover beds as needed to maintain two inch layer of mulch over the planning area.

B. Discontinue mulching when plants cover ground surface.

3.9 ANNUAL FLOWERS:

A. Plant annuals as scheduled in Part 4.

B. Coordinate color and type with Developer.

C. Cultivate beds with 1 inch peat moss, thoroughly mixed, prior to each change-out.

D. Fertilize as noted herein.

PART 4 – SCHEDULES

4.1 MAINTENANCE SCHEDULE

TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
FERTILIZE												
Shade Trees				•								
Spring Flowering Trees & Shrubs			(8-1-2 RATIO) AFTER BLOOM								• (1-2-1 RATIO)	
Tree Crapemyrtle						• (1-2-1 RATIO)						
Shrubs/Groundcover			(3-2-1 RATIO) •					(8-1-2 RATIO) •				
Annuals				• (1-2-1 RATIO)					(1-2-1 RATIO) •			
Perennials				•	(1-2-1 RATIO)			•				
HERBICIDES												
Pre Emergent	•	•										
Post Emergent		•	•									
Shrubs/Groundcover		•		•		•		•				
PESTICIDES	•				(AS REQUIRED)							•
PRUNING												
Shade Trees		•										
Spring Flowering Trees & Shrubs			(AFTER BLOOM)		•							
Evergreen Shrubs/Groundcover	•				(AS REQUIRED)							•
Tree Crapemyrtle		•				(REMOVE SUCKER GROWTH)				•		
CLEAN-UP/LITTER REMOVAL	•											•
IRRIGATION CHECK	•	•	•					(WEEKLY)				•
FLOWER PLANTING				•						(BEDDING PLANTS & BULBS)		•

UDR Brookhaven Area Development Financial Analysis

Fiscal Year	Total Projected Revenues	25 Year (2008/09) to 2010		25 Year (2010/11) to 2033		Total	Estimated Taxable Assessed Value (000's)	Estimated Value (000's)	Estimated Tax (000's)	Estimated Net Benefit (Cost)	Estimated Total	Estimated Value (000's)
		Principal	Interest	Principal	Interest							
2009 (1)	\$ (287,397)	\$ 1,481,200	\$ 1,481,200	\$ 1,481,200	\$ 1,481,200	\$ 1,481,200	\$ 3,620,240,000	\$ 3,620,240,000	\$ (1,778,597)	\$ 1,068,000	\$ 1,068,000	\$ 3,620,240,000
2010	28,321	1,110,900	1,110,900	1,110,900	1,110,900	1,110,900	3,765,049,500	3,765,049,500	(1,082,379)	801,000	801,000	3,765,049,500
2011	439,071	1,095,950	1,746,850	1,110,900	1,088,000	1,088,000	3,916,651,584	3,916,651,584	(1,753,580)	790,000	790,000	3,916,651,584
2012	793,370	1,085,360	1,743,390	1,033,390	767,375	1,232,375	4,072,277,647	4,072,277,647	(1,429,981)	743,500	743,500	4,072,277,647
2013	1,162,769	989,925	1,744,850	989,925	718,375	1,233,375	4,235,168,753	4,235,168,753	(1,034,332)	682,000	682,000	4,235,168,753
2014	1,545,804	828,165	1,743,165	828,165	692,000	1,232,000	4,235,168,753	4,235,168,753	(185,306)	694,250	694,250	4,235,168,753
2015	1,844,083	899,755	1,744,755	899,755	636,125	1,230,125	4,235,168,753	4,235,168,753	729,598	625,000	625,000	4,235,168,753
2016	2,359,234	807,300	1,747,300	807,300	572,500	1,232,500	4,235,168,753	4,235,168,753	874,834	538,625	538,625	4,235,168,753
2017	2,789,859	763,025	1,748,025	763,025	503,000	1,233,000	4,235,168,753	4,235,168,753	1,024,546	465,625	465,625	4,235,168,753
2018	3,238,629	716,680	1,746,680	716,680	385,125	1,230,125	4,235,168,753	4,235,168,753	1,184,089	341,750	341,750	4,235,168,753
2019	3,704,228	698,265	1,743,265	698,265	286,125	1,231,125	4,235,168,753	4,235,168,753	1,353,705	248,125	248,125	4,235,168,753
2020 (2)	4,502,048	617,550	1,747,550	617,550	197,625	1,232,625	4,235,168,753	4,235,168,753	1,523,873	144,500	144,500	4,235,168,753
2021	4,681,892	584,420	1,744,420	584,420	109,000	1,234,500	4,235,168,753	4,235,168,753	1,708,097	88,625	88,625	4,235,168,753
2022	4,866,766	508,875	1,743,875	508,875	30,000	1,230,000	4,235,168,753	4,235,168,753	1,892,766	3,170,750	3,170,750	4,235,168,753
2023	5,060,956	450,685	1,745,685	450,685	0	1,233,825	4,235,168,753	4,235,168,753	2,083,521	3,420,732	3,420,732	4,235,168,753
2024	5,261,764	389,735	1,744,735	389,735	0	1,230,625	4,235,168,753	4,235,168,753	2,285,894	18,214,595	18,214,595	4,235,168,753
2025	5,471,462	325,910	1,745,910	325,910	0	1,233,125	4,235,168,753	4,235,168,753	2,492,427			4,235,168,753
2026	5,688,402	259,095	1,744,095	259,095	0	1,232,625	4,235,168,753	4,235,168,753	2,711,682			4,235,168,753
2027	5,914,899	189,175	1,744,175	189,175	0	1,234,500	4,235,168,753	4,235,168,753	2,936,224			4,235,168,753
2028	6,150,295	115,920	1,745,920	115,920	0	1,233,825	4,235,168,753	4,235,168,753	3,170,750			4,235,168,753
2029	6,394,947	39,215	1,744,215	39,215	0	1,230,000	4,235,168,753	4,235,168,753	3,420,732			4,235,168,753
2030												
2031												
2032												
2033												
Total	\$ 28,321	\$ 17,945,750	\$ 42,096,750	\$ 17,945,750	\$ 11,722,250	\$ 27,742,250						

Notes:

- (1) First year's appraisal shows a negative amount due to UDR's demolition of existing apartments.
- (2) New construction ends in 2019. Beginning in 2020, new construction amounts are the increase in existing values (4% per year).
- (3) Fiscal Year End 2008 appraised value as provided by City Staff. Assumes 4% growth for 5 years; no growth thereafter.
- (4) Assumes 100% collection rate.

Council Agenda Item: #ES1

AGENDA CAPTION:

Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate commercial or financial information that the City Council has received from, and/or to deliberate the offer of a financial or other incentive to, a business prospect or business prospects that the City Council seeks to have locate, stay or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #ES2

AGENDA CAPTION:

Closed (Executive) session of the City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) about pending litigation, to wit: Thielsch Engineering, Inc. v. Town of Addison, Texas, et al, Cause No. 08-00463, 95th District Court, Dallas County, Texas.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R8

AGENDA CAPTION:

Consideration of any action regarding commercial or financial information that the City Council has received from, and/or action regarding the offer of a financial or other incentive to, a business prospect or business prospects that the City Council seeks to have locate, stay or expand in the territory of the Town of Addison and with which the City Council is conducting economic development negotiations.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

No Attachments Available

Type:

Council Agenda Item: #R9

AGENDA CAPTION:

Consideration of any action regarding pending litigation, to wit: Thielsch Engineering, Inc. v. Town of Addison, Texas, et al, Cause No. 08-00463, 95th District Court, Dallas County, Texas.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available