



CITY OF DALLAS

LANDMARK COMMISSION

Monday, December 6, 2010

AGENDA

BRIEFINGS:	Dallas City Hall 1500 Marilla St., Dallas, TX 75201, Room 5/E/S	11:30 a.m.
PUBLIC HEARING:	Dallas City Hall 1500 Marilla St., Dallas, TX 75201, Council Chambers, 6 th floor	1:00 p.m.

Theresa O'Donnell, Director
Mark Doty, Sr. Planner Historic Preservation
Carolyn Horner, Sr. Planner Historic Preservation

BRIEFING ITEMS

* The Landmark Commission may be briefed on any item on the agenda if it becomes necessary.

1. Educational Briefing, Motions & Quasi-judicial, by Tammy Palomino, Assistant City Attorney.
2. Report on the National Trust Historic Preservation Conference, Austin Texas, October 27-30, 2010, by Tammy Palomino and Mark Doty, Senior Planner, Sustainable Development and Construction.

CONSENT ITEMS

1. 2601 SOUTH BOULEVARD

South Boulevard/Park Row Historic District
CE101-004(MD)
Mark Doty

Request: A Certificate of Eligibility (CE) for a tax exemption on 100 percent of land and improvements for a period of ten years and approval of \$134,722.36 in expenditures spent on rehabilitation within the three years prior to the CE approval.

Applicant: Thesis Wright Johnson

Application Filed: 11/4/2010

Staff Recommendation: Approval of the Certificate of Eligibility and approval of \$134,722.36 in expenditures spent on rehabilitation prior to the issuance of the Certificate of Eligibility.

2. 5837 VICTOR STREET

Junius Heights Historic District
CE101-005(MD)
Mark Doty

Request: A Certificate of Eligibility (CE) for a tax exemption on 100 percent of land and improvements for a period of ten years.

Applicant: Mary M. Mesh

Application Filed: 11/4/2010

Staff Recommendation: Approval of the Certificate of Eligibility.

3. 3500 S FITZHUGH AVENUE

Fair Park Historic District
CA101-051(MD)
Mark Doty

Request:

- 1) Esplanade/Parry Avenue gates - Fair Park Interpretive Program - Two revised panel sizes.
- 2) Esplanade/Parry Avenue gates - Fair Park Interpretive Program - Relocated substory and overview panels.
- 3) Esplanade/Parry Avenue gates - Fair Park Interpretive Program - Change portico identification material from metal to mineral based coating.

Applicant: Quimby McCoy Preservation Architecture LLP

Application Filed: November 4, 2010

Staff Recommendation:

- 1) Two revised panel sizes. – Approve drawing package dated 11/01/2010 with the finding the proposed work is consistent with the criteria for signs in the preservation criteria Section 9.2, and it meets the standards in City Code Section 51A-4.501(g)(6)(C)(ii).
- 2) Relocated substory and overview panels. - Approve drawing package dated 11/01/2010 with the finding the proposed work is consistent with the criteria for signs in the preservation criteria Section 9.2, and it meets the standards in City Code Section 51A-4.501(g)(6)(C)(ii).
- 3) Change portico identification material from metal to mineral based coating. - Approve drawing package dated 11/01/2010 with the finding the proposed work is consistent with the criteria for signs in the preservation criteria Section 9.2, and it meets the standards in City Code Section 51A-4.501(g)(6)(C)(ii).

Task Force Recommendations:

- 1) Two revised panel sizes. – Approve.
- 2) Relocated substory and overview panels. – Approve.
- 3) Change portico identification material from metal to mineral based coating. – Approve with conditions - Approved as proposed with clarification that portico signs will differentiate current name of building with smaller font, parentheses, color and prefix: Now...(current building name).

4. 6127 BRYAN PARKWAY

Swiss Avenue Historic District
CA101-054(CH)
Carolyn Horner

Request: Brick approval for previously-approved new construction.

Applicant: Lancaster Parker

Application Filed: November 4, 2010

Staff Recommendation: Brick approval for previously-approved new construction. – Approve - The proposed bricks in photograph dated 11/04/10 meet the criteria in Ordinance 18563, Section 14(a)(10)(B), and meet the standards in City Code Section 51A-4.501(g)(6)(C)(ii).

Task Force Recommendations: Brick approval for previously-approved new construction. – Approve with conditions - Task Force recommends only the light brown brick. The light brown brick typifies the style and period of the main building, whereas the white brick is not typical to the neighborhood.

5. 101 N CLINTON AVENUE

Winnetka Heights Historic District
CA101-037(CH)
Carolyn Horner

Request:

- 1) Remove oak railing that was installed without a Certificate of Appropriateness.
- 2) Install a brick railing to match existing.

Applicant: Nancy Scott

Application Filed: November 4, 2010

Staff Recommendation:

1) Remove oak railing that was installed without a Certificate of Appropriateness. – Approve - The proposed work is consistent with the preservation criteria in Ordinance 18369, Section 9(a)(11)(A), and meets the standards in City Code Section 51A-4.501(g)(6)(C)(i).

2) Install a brick railing to match existing. – Approve -The proposed work is consistent with the preservation criteria in Ordinance 18369, Section 9(a)(11)(A), and meets the standards in City Code Section 51A-4.501(g)(6)(C)(i).

Task Force Recommendations:

- 1) Remove oak railing that was installed without a Certificate of Appropriateness.
- 2) Install a brick railing to match existing.

No quorum, comments only. Task Force ok with submittal.

DISCUSSION ITEMS

1. 1800 MAIN STREET, Suite 100

Mercantile Bank
CA101-053(MD)
Mark Doty

Request: New entry signage on Main Street facade.

Applicant: Page Southerland Page

Application Filed: November 4, 2010

Staff Recommendation: New entry signage on Main Street facade. – Approve - Approve both options on drawings dated 11/15/2010 with the finding the proposed work is consistent with the criteria for signs in the preservation criteria Sections 10.1 and 10.2, and it meets the standards in City Code Section 51A-4.501(g)(6)(C)(i).

Task Force Recommendations: New entry signage on Main Street facade. - Approve with the preference that channel set letters be used, but pin mounting is also approved.

2. 807 ELM STREET

West End Historic District
CD101-004(MD)
Mark Doty

Request: Demolish contributing structure that poses an imminent threat to public health and safety.

Applicant: Metzger & McDonald PLLC - Steve Metzger

Application Filed: November 4, 2010

Staff Recommendation: Demolish contributing structure that poses an imminent threat to public health and safety. – Deny - The proposed demolition does not meet the standards in City Code Section 51A-4.501(h)(4)(C) because the owner has not shown that the structure constitutes a documented major and imminent threat to public health and safety; the demolition or removal is required to alleviate the threat to public health and safety; and there is no reasonable way, other than demolition or removal, to eliminate the threat in a timely manner.

Task Force Recommendations: Demolish contributing structure that poses an imminent threat to public health and safety. – Approve.

3. 1035 E 9th STREET

Tenth Street Historic District
CD101-006(MD)
Mark Doty

Request: Demolition of a structure pursuant to a court order.

Applicant: City Attorney's Office - Andrew Gilbert

Application Filed: November 4, 2010

Staff Recommendation: Demolition of a structure pursuant to a court order. – Approve - The proposed demolition meets the standards in City Code Section 51A-4.501(i)(7) because the City Attorney has received a court issued order for demolition and the suspension of the certificate of demolition is not a feasible option to alleviate the nuisance in a timely manner.

Task Force Recommendations: Demolition of a structure pursuant to a court order. – Approve.

4. 1125 E 11th STREET

Tenth Street Historic District
CD101-005(MD)
Mark Doty

Request: Demolition of a structure pursuant to a court order.

Applicant: City Attorney's Office - Andrew Gilbert

Application Filed: November 4, 2010

Staff Recommendation: Demolition of a structure pursuant to a court order. – Approve - The proposed demolition meets the standards in City Code Section 51A-4.501(i)(7) because the City Attorney has received a court issued order for demolition and the suspension of the certificate of demolition is not a feasible option to alleviate the nuisance in a timely manner.

Task Force Recommendations: Demolition of a structure pursuant to a court order. – Approve.

OTHER BUSINESS ITEMS

1) Approval of Minutes of the November 1, 2010 Landmark Commission Meeting.

2) The Landmark Commission Designation Committee is scheduled to meet on Wednesday, December 15, 2010, 5:45 p.m., Dallas City Hall, 1500 Marilla Street, Room 5/D/N.

Note: The official Designation Committee Agenda will be posted in the City Secretary's Office and City Website at www.ci.dallas.tx.us/cso/boardcal.shtml. Please review the official agenda for location and time change.

ADJOURNMENT

EXECUTIVE SESSION NOTICE

The Commission may hold a closed executive session concerning one or more of the following topics:

- a. seeking the advice of its attorney about pending or contemplated litigation, settlement offers, or any matter in which the duty of the commission's attorney to his client under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act; [Texas Government Code §551.071]*
- b. deliberating the purchase, exchange, lease, or value of real property if deliberation in open meeting would have a detrimental effect on the position of the city in negotiations with a third person; [Texas Government Code §551.072]*
- c. deliberating a negotiated contract for a prospective gift or donation to the city if deliberation in an open meeting would have a detrimental effect on the position of the city in negotiations with a third person; [Texas Government Code §551.073]*
- d. deliberating the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to the hear a compliant or charge against an officer or employee unless the officer or employee who is the subject of the deliberation requests a public hearing; or [Texas Government Code §551. 074]*
- e. deliberating the deployment, or specific occasions for implementation, of security personnel or devices. [Texas Government Code §551.076]*
- f. Discussing or deliberating commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay, or expand in or near the city and with which the city is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect. [Texas Government Code §551. 086]*



LANDMARK COMMISSION

December 6, 2010

FILE NUMBER: CE101-004(MD)

PLANNER: Mark Doty

LOCATION: **2601 South Boulevard**

DATE FILED: 11/4/2010

COUNCIL DISTRICT: 7

DISTRICT: South Blvd/Park Row

SIZE OF REQUEST: 4,296

MAPSCO: 46S

APPLICANT: Thesis Wright Johnson

OWNER: JOHNSON THESIS WRIGHT

REQUEST: A Certificate of Eligibility (CE) for a tax exemption on 100 percent of land and improvements for a period of ten years and approval of \$134,722.36 in expenditures spent on rehabilitation within the three years prior to the CE approval.

SUMMARY: This is a single-family house which was built in 1931 and is a contributing structure in the historic district.

In Revitalizing Historic Districts, property owners are eligible to receive an exemption based on rehabilitation on 100 percent of the land and improvement value on the city portion of the property taxes for a period of 10 years. This exemption requires that rehabilitation completed on the property must be at minimum, 25 percent of the pre-rehabilitation improvement value.

Improvements Value (2010):	\$130,480
Land Value:	\$ 40,950
Required Expenditures:	\$ 32,620
Estimated Expenditures:	\$134,722
Estimated Total Exemption:	\$ 24,400

Notes on the estimated exemptions:

** The estimated value after rehabilitation does not account for any increase in value due to appreciation.*

*** Tax estimates are based on the new city tax rate of 0.797%. Properties with homestead exemptions are assumed to increase in taxable value at the capped rate of 10% till it reaches the "estimated new value after rehabilitation".*

The applicant has completed rehabilitation on the property, which includes: exterior painting, new tile roof and concrete repair. The Landmark Commission may approve expenditures made up to three years prior to the Landmark Commission's approval of a Certificate of Eligibility. A default completion date will be 12/6/2013. The Certificate of Eligibility shall expire if the rehabilitation work has not been completed by that time.

STAFF RECOMMENDATION: Approval of the Certificate of Eligibility and approval of \$134,722.36 in expenditures spent on rehabilitation prior to the issuance of the Certificate of Eligibility.

Historic Tax Exemption Application

Step 1 – Application for a Certificate of Eligibility

Property Information

Property Address: 2601 South Blvd, Dallas TX 75215

Legal description: Lot 10 & N 1/2 lot 11 Block 9 / 1286

Provide a metes and bounds attachment if no lot and block can be determined.

Building name (if applicable): _____

Historic district or pending historic district: South Blvd Park Row

Year the historic structure was built: 1926

Is this a contributing structure? yes

Owner Information

Please list all of the property owner(s): T Wright Johnson

Mailing address: 2601 South Blvd

City, state and zip code: Dallas TX 75215

Phone number: 214 457-0852 Fax number: none

Applicant Information (if different then the property owner)

Applicant name: same as above

Mailing address: _____

City, state and zip code: _____

Phone number: _____ Fax number: _____

Email: _____

Rehabilitation Information

Estimated Rehabilitation Investment: \$134,722.36

Current Use: private residence Proposed Use: private residence

For any exterior work, has a Certificate of Appropriateness (CA) been approved yet? yes

If not, when will the application for a CA be considered? _____

Projected Construction Time and Estimated Date of Completion: March 2010 – May 2010

Lien Holder Information (if applicable)

Primary mortgage company: Midland Mortgage Co

Contact person: Kevin Clements

Correspondence address: PO Box 268912, Oklahoma City, Ok 73126

Secondary mortgage company: _____

Contact person: _____

Correspondence address: _____

Other lienholder: _____

Contact person: _____

Correspondence address: _____

Financial Information

The following information can be obtained from the Dallas Central Appraisal District website (www.dallascad.org and click search for appraisals). The City of Dallas will use the tax values for the year prior to the application beings made.

The date this application is submitted to the city: November 2010

Improvement Value: \$130,480

Land Value: \$40,950

Has the Property Received Any Previous Tax Relief? If so, Please Explain: no

Is this in a TIF District? (<http://maps.dallascityhall.com> and click Economic Development)? no

** Please attach a copy of the dallascad.org account information for the property to this application**

If Applying for an Urban Historic District Conversion Exemption

Total Building Square Footage: _____

Retail Square Footage: _____

Office Square Footage: _____

Residential Square Footage: _____

Number of Jobs Created: _____

Type of Exemption that is being applied for:

Category		Type	Required Expenditures	Amount	Duration	Renewable
Urban Historic Districts Includes all properties located within the Urban historic district area shown on the last page of the Information packet	<input type="checkbox"/>	Based on Rehab	75%	100%	10 years	Yes
	<input type="checkbox"/>	Based on Rehab	50%	Added Value	10 years	Yes
	<input type="checkbox"/>	Residential / ground floor conversion	50% must be converted to residential and 65% of ground floor must be converted to retail	100%	5 years	No

**** A Residential / Ground Floor Conversion exemption may be applied for in addition to an exemption Based on Rehab**

Category		Type	Required Expenditures	Amount	Duration	Renewable
Revitalizing Historic Districts Includes properties located in: <ul style="list-style-type: none"> • Junius Heights • Lakecliff • Peak's Suburban • South Blvd. / Park Row • 10th Street • Wheatley Place • Winnetka Heights 	<input checked="" type="checkbox"/>	Based on Rehab	25%	100%	10 years	Yes
	<input type="checkbox"/>	Maintenance	3%	Added Value	3 years	Yes

Category		Type	Required Expenditures	Amount	Duration	Renewable
"Citywide" Includes properties located in: <ul style="list-style-type: none"> • Munger Place • State Thomas • Swiss Avenue • All properties not located within the Urban or Revitalizing historic districts 	<input type="checkbox"/>	Based on Rehab	50%	Added Value	10 years	Yes
	<input type="checkbox"/>	Endangered Property	25%	100%	10 years	Yes

Category		Type	Required Expenditures	Amount	Duration	Renewable
Ownership by a non-profit entity open to the public	<input type="checkbox"/>	Non-profit	Be a designated historic landmark that is open to the public and is owned by a non-profit with	100%	As long as the building is owned by a non-profit entity and is open to the public	Annually

PLEASE NOTE: All tax exemption approvals that accumulatively (new applications and renewals) will receive exemptions totaling in excess of \$50,000 will have to be approved by both the Landmark Commission and the City Council.

Record of expenditures for work that has already been completed

This form MUST be completed and submitted with this application. Only work that was approved by the Landmark Commission in the determination of eligibility counts towards meeting the minimum required expenditure. All receipts must be cataloged and totaled to qualify as a complete application. Receipts submitted without the attached form or an attached form similar to the one provided will be returned to the applicant. Pay affidavits or pay schedules may be submitted in lieu of this form.

Please either fill out the below chart or attach a chart similar to the one shown below to document the receipts being submitted to staff:

Date	Company	Category of Work	Receipt Page Number	Amount
5/15/10	Roberto Remodeling	Painting	157118	300.00
5/17/10	Roberto Remodeling	Painting	157119	1700.00
4/20/10	Town & Country	Concrete Repair	9578	2500.00
5/24/10	Roberto Remodeling	Painting	157120	300.00
5/28/10	Roberto Remodeling	Painting	157122	160.00
5/28/10	Roberto Remodeling	Painting	157124	2500.00
6/05/10	Roberto Remodeling	Painting	157125	1000.00
4/14/10	Town & Country	Roof Replacement		126,262.36
TOTAL:				134,722.36

When ALL of the rehabilitation has been completed, the applicant must submit the Step 2 application with the documentation demonstrating the additional expenditures spent after the Certificate of Eligibility approval.

RECEIPT

DATE 5-15-10 No. 157118

RECEIVED FROM Bishop T.W. Johnson \$300.00

Three hundred & no DOLLARS

FOR RENT FOR Purchase of Bldg supplies material

ACCOUNT		<input checked="" type="radio"/> CASH	FROM <u>5-15-10</u>
PAYMENT	<u>300 00</u>	<input type="radio"/> CHECK	TO
BAL. DUE		<input type="radio"/> MONEY ORDER	BY <u>Roberto Aliso</u>

2701

RECEIPT

DATE 5-17-10 No. 157119

RECEIVED FROM Bishop T.W. Johnson \$1,700.00

Seventeen hundred & no DOLLARS

FOR RENT FOR Scrap + Plymter replacing wood (Plym)

ACCOUNT		<input checked="" type="radio"/> CASH	FROM	TO
PAYMENT	<u>1700 00</u>	<input type="radio"/> CHECK	BY <u>Roberto Aliso</u>	
BAL. DUE		<input type="radio"/> MONEY ORDER		

2701

STORE YOUR DUPLICATE CHECKS IN YOUR CHECK BOX.

Track your expenses...

<input type="checkbox"/> Clothing	<input type="checkbox"/> Food	<input type="checkbox"/> Transportation	EXEMPT DEDUCTIBLE ITEM
<input type="checkbox"/> Credit Card	<input type="checkbox"/> Utilities	<input type="checkbox"/> Mortgage	
<input type="checkbox"/> Entertainment	<input type="checkbox"/> Insurance	<input type="checkbox"/> Other	

4/20/10

Emmie McKnight

Two thousand Five Hundred

Concrete Work

BALANCE FORWARD	
THIS ITEM	<u>500.00</u>
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

9578

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

RECEIPT

DATE 6-24-10 No. **157120**

RECEIVED FROM John Randall Miller 200 \$ 300.00

DOLLARS

FOR RENT FOR materials supply

ACCOUNT		<input checked="" type="radio"/> CASH	FROM	TO
PAYMENT	<u>300.00</u>	<input type="radio"/> CHECK	BY	<u>Roberto Aledo</u>
BAL. DUE		<input type="radio"/> MONEY ORDER		

2701

RECEIPT

DATE 5-28-10 No. **157122**

RECEIVED FROM T. W. Johnson 100 \$ 160.00

DOLLARS

FOR RENT FOR materials

ACCOUNT		<input type="radio"/> CASH	FROM	TO
PAYMENT	<u>160.00</u>	<input type="radio"/> CHECK	BY	<u>Roberto Aledo</u>
BAL. DUE		<input type="radio"/> MONEY ORDER		

2701

RECEIPT

DATE 5-28-10 No. **157124**

RECEIVED FROM T. W. Johnson 100 \$ 250.00

DOLLARS

FOR RENT FOR 1400.00 bal. Pd. 1200.00 5/19/10 bal. 3100.00 Pd. 2500.00 5/29/10 bal 600.00

ACCOUNT		<input type="radio"/> CASH	FROM	TO
PAYMENT	<u>2500.00</u>	<input type="radio"/> CHECK	BY	<u>Roberto Aledo</u>
BAL. DUE	<u>600.00</u>	<input type="radio"/> MONEY ORDER		

2701

RECEIPT

DATE 6-5-10 No. **157125**

RECEIVED FROM T W Johnson 100 \$ 1000.00

DOLLARS

FOR RENT FOR Comp of printing gave extra 400.00 for work

ACCOUNT	<u>600.00</u>	<input checked="" type="radio"/> CASH	FROM	TO
PAYMENT	<u>1000.00</u>	<input type="radio"/> CHECK	BY	<u>Roberto Aledo</u>
BAL. DUE	<u>0</u>	<input type="radio"/> MONEY ORDER		

Town & Country

INVOICE

COPY

4900 Preston, Suite H. Frisco, TX. 75034
Office 972-377-8188 Fax 972-987-5223

TO: State Farm- Work Completed
Please see supplement for chimney flashing

DATE 4-14-2010

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
37.51 sq's	Removed old tile roofing (including felt) - main house		123,418
2.5 sq's	Removed 5 ply roofing in place		
3.0 sq's	Built up 5 ply roofing, including 2 story charge		
43.50 sq's	Installed Ludowici tile		
43.50 sq's	Steep charge and 2 nd story		
3 wk	Skytrack rental		
5	Pipe jacks		
1 LF	Valley metal		
13.54 sq's	Removed old roofing including felt		
13.54 sq's	Removed wood shingles		
1354 SF	Installed 1/2" plywood		
15 sq's	Installed new shingles including 2 nd story charge		
3	Pipe jacks		
2	D & R satellite		
3 each	Copper flashing for large chimneys, please supplement	525	1,575
1	City of Dallas permit/inspection.		1269.36
Address: 2601 South Blvd Dallas, TX 75215 Reference: Ralph Sign allowance			
Insured: Thesis Johnson			
Claim#: 43-V166-751			
			TOTAL \$126,262.36

Make all checks payable to Town and Country Roofing, Inc.

Statement of Understanding

THE STATE OF TEXAS §
COUNTY OF DALLAS §

I certify that the information in the application for a tax exemption, including all supporting documentation, is complete and correct.

I authorize members of the Landmark Commission and city officials to visit and inspect the property as necessary to certify eligibility and verification for a tax exemption.

I acknowledge that I have read and understand the program regulations, and that I will not receive an exemption until all program requirements have been met and a letter of verification obtained.

I understand that all rehabilitation work must be completed by the time specified by the Landmark Commission (or within 3 years after the date of the Landmark Commission's determination of eligibility if a completion date was not specified). If the deadline for completion is subsequently extended by the Landmark Commission all rehabilitation work must be completed by the extended time specified. I understand that penalties may apply if I do not complete the work.

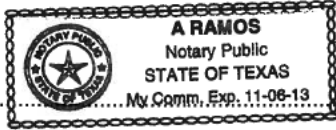
I understand that I must make an annual application to Dallas County Appraisal District each year in order to receive the exemption for that year, and that if I do not make the application in time, I will lose the ability to receive a tax exemption for that year.

Owner's Name: T. Wright Johnson

Owner's Signature: [Handwritten Signature]

This instrument was acknowledged before me on Nov. 5, 2010

by (print name of owner) Thesis W. Johnson



Notary Stamp Here My Comm. Exp. 11-06-13 Notary Signature [Handwritten Signature]



Residential Account #00000147361000000

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Main Improvement](#) [Additional Improvements](#) [Land](#) [Exemptions](#)
[Estimated Taxes](#) [History](#)

Property Location (Current 2011)

Address: 2601 SOUTH BLVD
Neighborhood: 1DSM22
Mapsc0: 46-S (DALLAS)

DCAD Property Map



Print Homestead Exemption Form

YAHOO! Maps

Owner (Current 2011)

JOHNSON THESIS WRIGHT
 2601 SOUTH BLVD
 DALLAS, TEXAS 752152337

Multi-Owner (Current 2011)

Not Applicable (N/A)

Legal Desc (Current 2011)

- 1: EDGEWOOD
 - 2: BLK 9/1286 LOT 10 & N 1/2 LOT 11
 - 3: SOUTH BLVD & ATLANTA
 - 4: VOL92247/3478 EX120992 CO-DALLAS
 - 5: 1286 009 01000 1001286 009
- Deed Transfer Date:** 12/17/1992

Value

2010 Certified Values	
Improvement:	\$130,480
Land:	+ \$40,950
Market Value:	=\$171,430
Revaluation Year:	2010
Previous Revaluation Year:	2007

Main Improvement (Current 2011)

Building Class	25	Construction Type	FRAME	# Baths (Full/Half)	2/1
Year Built	1931	Foundation	PIER AND BEAM	# Kitchens	1
Effective Year Built	1931	Roof Type	HIP	# Bedrooms	5
Actual Age	80 years	Roof Material	TILE	# Wet Bars	0
CDU (Condition / Desirability / Utility)	GOOD	Fence Type	CHAIN	# Fireplaces	2
Living Area	4,296 sqft	Ext. Wall Material	BRICK VENEER, STUCCO	Sprinkler (Y/N)	N
Total Area	4,296 sqft	Basement	NONE	Deck (Y/N)	N
% Complete	100%	Heating	CENTRAL FULL	Spa (Y/N)	N
# Stories	TWO STORIES	Air Condition	CENTRAL FULL	Pool (Y/N)	N
Depreciation	45%			Sauna (Y/N)	N

Additional Improvements (Current 2011)

#	Improvement Type	Construction	Floor	Exterior Wall	Area (sqft)
1	STORAGE BUILDING	UNASSIGNED	UNASSIGNED	FRAME	600
2	DETACHED GARAGE	BK-BRICK	CONCRETE	BRICK VENEER	600

Land (Certified 2010)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	SINGLE FAMILY RESIDENCES	SINGLE FAMILY DISTRICT 7,500 S	75	182	13,650,000 SQUARE FEET	STANDARD	\$3.00	0%	\$40,950	N

*** All Exemption information reflect Certified 2010. ***

Exemptions (Certified 2010)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	DALLAS	DALLAS ISD	DALLAS COUNTY	DALLAS CO COMMUNITY COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
HOMESTEAD EXEMPTION	\$34,286	\$32,143	\$34,286	\$34,286	\$34,286	\$0
VETERANS EXEMPTION	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$0
Taxable Value	\$125,144	\$127,287	\$125,144	\$125,144	\$125,144	\$0

Exemption Details

Estimated Taxes (Certified 2010)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	DALLAS	DALLAS ISD	DALLAS COUNTY	DALLAS CO COMMUNITY COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.797	\$1.237811	\$0.2531	\$0.09923	\$0.271	N/A
Taxable Value	\$125,144	\$127,287	\$125,144	\$125,144	\$125,144	\$0
Estimated Taxes	\$997.40	\$1,575.57	\$316.74	\$124.18	\$339.14	N/A
Tax Ceiling	N/A	N/A	N/A	N/A	N/A	N/A
Total Estimated Taxes:						\$3,353.03

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an **official tax bill** from the appropriate agency when they are prepared. Taxes are collected by the agency sending you the **official tax bill**. To see a listing of agencies that collect taxes for your property. [Click Here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates

Certificate of Appropriateness (CA)
City of Dallas Landmark Commission

CA 090 - 110 (MD)
 Office Use Only

Name of Applicant: T. Wright Johnson
 Mailing Address: 2601 South Blvd
 City State and Zip Code: Dallas, TX 75215
 E-mail: joyfuljenjane@att.net
 Daytime Phone: 214 457-0852 Fax: _____
 Relationship of Applicant to Owner: Owner

Building Inspection:
 Please see signed drawings before issuing permit:
 Yes _____ No
 RECEIVED BY
 Planner's Initials
 017 29 2009

PROPERTY ADDRESS: 2601 South Blvd
 Historic District: South Blvd / Park Row

PROPOSED WORK:

Development Services

Please describe your proposed work simply and accurately. Attach extra sheets and supplemental material as requested in the submittal criteria checklist.

On July 8th 2009, during a hail storm we encountered severe hail damage. According to the insurance company and Roofers, the roof on both houses need to be replace. The second house is the garage.

Signature of Applicant: [Signature] Date: 10/28/09
 Signature of Owner: [Signature] Date: 10/28/09
 (IF NOT APPLICANT)

APPLICATION DEADLINE:

Application material must be completed and submitted by the **FIRST THURSDAY OF EACH MONTH, 12:00 NOON**, (see official calendar for exceptions), before the Dallas Landmark Commission can consider the approval of any change affecting the exterior of any building. This form along with any supporting documentation must be filed with a Preservation Planner at City Hall, 1500 Marilla 5CN, Dallas, Texas, 75201. **You may also fax this form to 214/670-0728. DO NOT FAX PAINT COLORS OR PHOTOGRAPHS.**

Please use the enclosed criteria checklist as a guide to completing the application. Incomplete applications cannot be reviewed and will be returned to you for more information. You are encouraged to contact a Preservation Planner at 214/670-4538 to make sure your application is complete.

OTHER:

In the event of a denial, you have the right to an appeal within 30 days after the Landmark Commission's decision. You are encouraged to attend the Landmark Commission hearing the first Monday of each month at 1:00 pm in Council Chambers of City Hall (see exceptions). Information regarding the history of past certificates of appropriateness for individual addresses is available for review in 5CN of City Hall.

Please review the enclosed Review and Action Form Memorandum to the Building Official, a Certificate of Appropriateness has been:

- APPROVED.** Please release the building permit. - GARAGE ROOF
- APPROVED WITH CONDITIONS.** Please release the building permit in accordance with any conditions.
- DENIED.** Please do not release the building permit or allow work.
- DENIED WITHOUT PREJUDICE.** Please do not release the building permit or allow work.

Department of Development Services _____ Date: 12/11/09
 MAIL STRUCTURE ROOF ←

Statement of Minimum Expenditures

THE STATE OF TEXAS _____ §

COUNTY OF DALLAS _____ §

BEFORE ME, the undersigned authority, personally appeared the person whose name is signed below, and being by me duly sworn, deposed as follows:

"My name is (insert name of owner here) T. Wright Johnson, ("the Owner") and I am the owner of the property at (insert street address here) 2601 South Blvd, Dallas Texas ("the Property"). I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated. I have personal knowledge of the facts contained in this affidavit. The facts stated herein are all true and correct.

I certify that the information in this application for a tax exemption, including all attachments, is complete and correct. I certify that I have made the minimum expenditure on the rehabilitation project in compliance with any certificates of appropriateness or predesignation certificates of appropriateness.

I authorize members of the Landmark Commission and city officials to visit and inspect the property as necessary to certify eligibility and verification for a tax exemption.

I acknowledge that I have read and understand the program regulations, and that I will not receive an exemption until all program requirements have been met and a letter of verification obtained. I understand that all rehabilitation work, if not already complete, must be completed by the time specified by the Landmark Commission (or within 3 years after the date of the Landmark Commission's determination of eligibility if a completion date was not specified). If the deadline for completion is subsequently extended by the Landmark Commission all rehabilitation work must be completed by the extended time specified. I understand that penalties may apply if I do not complete the work.

I understand that the owner of the Property must make an application to Dallas County Appraisal District each year in order to receive the exemption for that year, otherwise, the owner will lose the ability to receive a tax exemption for that year.

All property taxes are current and no city of Dallas fees, fines, or penalties are owed on the Property or on any other real property owned in whole or in part, directly or indirectly, by the Owner. For the purpose of this statement, an interest in real property does not include any interest in real property held indirectly through a mutual or common investment fund such as a real estate investment trust that holds real estate assets unless the person in question participates in the management of the fund or the trust"

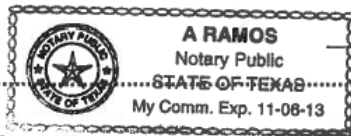
Owner's Name: T. Wright Johnson

Owner's Signature: [Signature]

This instrument was sworn and acknowledged before me on Nov. 5, 2010

by (print name of owner) Theris W. Johnson

Notary Signature: [Signature]



Notary Stamp Here

Notary Signature



LANDMARK COMMISSION**December 6, 2010**

FILE NUMBER: CE101-005(MD)

PLANNER: Mark Doty

LOCATION: **5837 Victor Street**

DATE FILED: 11/4/2010

COUNCIL DISTRICT: 14

DISTRICT: Junius Heights

SIZE OF REQUEST: 1,857

MAPSCO: 46C

APPLICANT: Mary M. Mesh**OWNER:** MESH MARY M**REQUEST:** A Certificate of Eligibility (CE) for a tax exemption on 100 percent of land and improvements for a period of ten years.**SUMMARY:** This is a single-family house which was built in 1916 and is a contributing structure in the historic district.

In Revitalizing Historic Districts, property owners are eligible to receive an exemption based on rehabilitation on 100 percent of the land and improvement value on the city portion of the property taxes for a period of 10 years. This exemption requires that rehabilitation completed on the property must be at minimum, 25 percent of the pre-rehabilitation improvement value.

Improvements Value (2009):	\$115,080
Land Value:	\$ 74,400
Required Expenditures:	\$ 28,770
Estimated Expenditures:	\$ 39,550
Estimated Total Exemption:	\$ 18,254

Notes on the estimated exemptions:

** The estimated value after rehabilitation does not account for any increase in value due to appreciation.**** Tax estimates are based on the new city tax rate of 0.797%. Properties with homestead exemptions are assumed to increase in taxable value at the capped rate of 10% till it reaches the "estimated new value after rehabilitation".*

The applicant has completed rehabilitation on the property, which includes: foundation, framing, plumbing and roofing. The Landmark Commission may approve expenditures made up to three years prior to the Landmark Commission's approval of a Certificate of Eligibility. A default completion date will be 11/1/2013. The Certificate of Eligibility shall expire if the rehabilitation work has not been completed by that time.

STAFF RECOMMENDATION: Approval of the Certificate of Eligibility.

Historic Tax Exemption Application

Step 1 – Application for a Certificate of Eligibility

Property Information

Property Address: 5837-5839 Victor Street Dallas, TX 75214

Legal description: Lot 9 _____ Block 14/1654 _____

Provide a metes and bounds attachment if no lot and block can be determined.

Building name (if applicable): _____

Historic district or pending historic district: Junius Heights Historic District

Year the historic structure was built: 1916

Is this a contributing structure? Yes

Owner Information

Please list all of the property owner(s): Mary M Mesh

Mailing address: 5837 Victor Street

City, state and zip code: Dallas, TX 75214

Phone number: 214-823-7073 / 972-969-3995 wrk Fax number: 972-969-3562

Applicant Information (if different then the property owner)

Applicant name: _____

Mailing address: _____

City, state and zip code: _____

Phone number: _____ Fax number: _____

Email: _____

Rehabilitation Information

Estimated Rehabilitation Investment: \$39,550

Current Use: Duplex, 1/2 residence 1/2 rental Proposed Use: convert to single family residence

For any exterior work, has a Certificate of Appropriateness (CA) been approved yet? NA

If not, when will the application for a CA be considered? _____

Projected Construction Time and Estimated Date of Completion: 5 weeks, 12/10/2010

Lien Holder Information (if applicable)

Primary mortgage company: Chase Bank

Contact person: Joshua Claudio

Correspondence address: 6310 Mockingbird Lane, Dallas, TX 75214

Secondary mortgage company: NA

Contact person: _____

Correspondence address: _____

Other lienholder: NA

Contact person: _____

Correspondence address: _____

Financial Information

The following information can be obtained from the Dallas Central Appraisal District website (www.dallascad.org and click search for appraisals). The City of Dallas will use the tax values for the year prior to the application beings made.

The date this application is submitted to the city: 11/02/2010

Improvement Value: \$123,660

Land Value: \$74,400

Has the Property Received Any Previous Tax Relief? If so, Please Explain: No

Is this in a TIF District? (<http://maps.dallascityhall.com> and click Economic Development)? _____

** Please attach a copy of the dallascad.org account information for the property to this application**

If Applying for an Urban Historic District Conversion Exemption

Total Building Square Footage: _____

Retail Square Footage: _____

Office Square Footage: _____

Residential Square Footage: _____

Number of Jobs Created: _____

Type of Exemption that is being applied for:

Category		Type	Required Expenditures	Amount	Duration	Renewable
Urban Historic Districts Includes all properties located within the Urban historic district area shown on the last page of the Information packet	<input type="checkbox"/>	Based on Rehab	75%	100%	10 years	Yes
	<input type="checkbox"/>	Based on Rehab	50%	Added Value	10 years	Yes
	<input type="checkbox"/>	Residential / ground floor conversion	50% must be converted to residential and 65% of ground floor must be converted to retail	100%	5 years	No
** A Residential / Ground Floor Conversion exemption may be applied for in addition to an exemption Based on Rehab						

Category		Type	Required Expenditures	Amount	Duration	Renewable
Revitalizing Historic Districts Includes properties located in: <ul style="list-style-type: none"> • Junius Heights • Lakecliff • Peak's Suburban • South Blvd. / Park Row • 10th Street • Wheatley Place • Winnetka Heights 	<input checked="" type="checkbox"/>	Based on Rehab	25%	100%	10 years	Yes
	<input type="checkbox"/>	Maintenance	3%	Added Value	3 years	Yes

Category		Type	Required Expenditures	Amount	Duration	Renewable
"Citywide" Includes properties located in: <ul style="list-style-type: none"> • Munger Place • State Thomas • Swiss Avenue • All properties not located within the Urban or Revitalizing historic districts 	<input type="checkbox"/>	Based on Rehab	50%	Added Value	10 years	Yes
	<input type="checkbox"/>	Endangered Property	25%	100%	10 years	Yes

Category		Type	Required Expenditures	Amount	Duration	Renewable
Ownership by a non-profit entity open to the public	<input type="checkbox"/>	Non-profit	Be a designated historic landmark that is open to the public and is owned by a non-profit with	100%	As long as the building is owned by a non-profit entity and is open to the public	Annually

PLEASE NOTE: All tax exemption approvals that accumulatively (new applications and renewals) will receive exemptions totaling in excess of \$50,000 will have to be approved by both the Landmark Commission and the City Council.

Cost Estimates

The following list is a general guide to determine what may be used towards expenditures for the exemptions, which includes but is not limited to:

- Architectural and engineering services if directly related to the eligible costs described above
- Carpentry
- Demolition and cleanup if directly related to the eligible costs described
- Electrical
- Elevators determined to be necessary to utilize the building
- Exterior doors
- Exterior brick veneers or treatments
- Facade items
- Flooring
- Foundation
- Gutter where necessary for structural integrity
- Heating and cooling
- Interior work that becomes a permanent part of the building that will help preserve the structure
- Mechanical
- Painting (exterior and interior)
- Porch
- Plumbing
- Rehabilitation of a contributing structure used for the required parking
- Roofing
- Security and/or fire protection systems
- Sheetrocking
- Siding
- Structural walls
- Structural subfloors
- Structural ceilings
- Termite damage and treatment
- Windows
- Other items deemed necessary by the Landmark Commission that assist in preserving of the historic structure

Ineligible costs include, but are not limited to, the following:

- Landscaping
- Legal and accounting fees
- Overhead
- Plumbing and electrical fixtures; provided, however, documented replacement of historic fixtures may be considered eligible
- Purchasing tools
- Repairs of construction equipment
- Supervisor payroll
- Taxes
- Any other items not directly related to the exterior appearance or the structural integrity or viability of the building

Briefly list the scope of work (attach a separate sheet of paper if necessary):

	Amount
1. Convert 2 nd kitchen to master bedroom _____	3700 _____
2. Remove 2 nd hot water heater, cap line, repaint hallway/closet _____	2400 _____
3. Renovate 1 st kitchen, new floors, paint, install tile, etc _____	10386 _____
4. Demo/renovate 2 nd bathroom to master bathroom _____	7186 _____
5. Create opening between duplexes _____	2500 _____
6. Install tile floor, paint 1 st bathroom _____	1745 _____
7. Electrical/Gas/Water – covert 2 meters to 1 meter for entire house__	3350 _____
8. Paint, repair cracks, replace doors on all other rooms _____	4275 _____
9. Install new "old" oak hardwood flooring, refinish existing hardwoods	4008 _____
Total estimated expenditures of applicable costs:	\$39,550 _____

PLEASE NOTE: Step 2 of this application process requires applicants to submit copies of receipts or other documentation, such as pay affidavits or schedules of value provided by a licensed architect or engineer proving that the required expenditure on rehabilitation has actually been made. Be sure to document your rehabilitation expenditures so that you can provide this information to the city when you apply for verification.

Statement of Understanding

THE STATE OF Texas §
COUNTY OF Dallas § adw

I certify that the information in the application for a tax exemption, including all supporting documentation, is complete and correct.

I authorize members of the Landmark Commission and city officials to visit and inspect the property as necessary to certify eligibility and verification for a tax exemption.

I acknowledge that I have read and understand the program regulations, and that I will not receive an exemption until all program requirements have been met and a letter of verification obtained.

I understand that all rehabilitation work must be completed by the time specified by the Landmark Commission (or within 3 years after the date of the Landmark Commission's determination of eligibility if a completion date was not specified). If the deadline for completion is subsequently extended by the Landmark Commission all rehabilitation work must be completed by the extended time specified. I understand that penalties may apply if I do not complete the work.

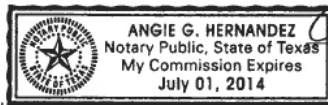
I understand that I must make an annual application to Dallas County Appraisal District each year in order to receive the exemption for that year, and that if I do not make the application in time, I will lose the ability to receive a tax exemption for that year.

Owner's Name: Mary M Mesh _____

Owner's Signature: Mary M Mesh

This instrument was acknowledged before me on November 2, 2010

by (print name of owner) MARY M. MESH



Angie G. Hernandez

Notary Stamp HereNotary Signature



Home | Find Property | Contact Us

Residential Account #0000016833400000

Location Owner Legal Desc Value Main Improvement Additional Improvements Land Exemptions
Estimated Taxes History

Property Location (Current 2011)

Address: 5837 VICTOR ST
Neighborhood: 1DSG08
Mapsco: 46-C (DALLAS)

Legal Desc (Current 2011)

1: JUNIUS HEIGHTS
2: BLK 14/1654 LT 9
3:
4: VOL95228/4855 DD111595 CO-DALLAS
5: 1654 014 009 1DA1654 014
Deed Transfer Date: 11/22/1995

DCAD Property Map



Print Homestead Exemption Form

YAHOO! Maps

Owner (Current 2011)

MESH MARY M
5837 VICTOR ST
DALLAS, TEXAS 752144739

Multi-Owner (Current 2011)

Not Applicable (N/A)

Value

2010 Certified Values	
Improvement:	\$123,660
Land:	+ \$74,400
Market Value:	= \$198,060
Revaluation Year:	2010
Previous Revaluation Year:	2009

Main Improvement (Current 2011)

Building Class	04	Construction Type	FRAME	# Baths (Full/Half)	2/0
Year Built	1916	Foundation	POST	# Kitchens	2
Effective Year Built	1916	Roof Type	GABLE	# Bedrooms	2
Actual Age	95 years	Roof Material	COMP SHINGLES	# Wet Bars	0
CDU (Condition / Desirability / Utility)	FAIR	Fence Type	NONE	# Fireplaces	2
Living Area	1,857 sqft	Ext. Wall Material	FRAME	Sprinkler (Y/N)	N
Total Area	1,857 sqft	Basement	NONE	Deck (Y/N)	N
% Complete	100%	Heating	CENTRAL FULL	Spa (Y/N)	N
# Stories	ONE STORY	Air Condition	CENTRAL FULL	Pool (Y/N)	N
Depreciation	60%			Sauna (Y/N)	N

Additional Improvements (Current 2011)

#	Improvement Type	Construction	Floor	Exterior Wall	Area (sqft)
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1	DETACHED GARAGE	FR-FRAME	CONCRETE	FRAME	400
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Land (Certified 2010)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	MFR - DUPLEXES	SINGLE FAMILY DISTRICT 7,500 S	62	150	9,300.0000 SQUARE FEET	STANDARD	\$8.00	0%	\$74,400	N

* All Exemption information reflect Certified 2010. *

Exemptions (Certified 2010)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	DALLAS	DALLAS ISD	DALLAS COUNTY	DALLAS CO COMMUNITY COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
HOMESTEAD EXEMPTION	\$20,598	\$25,299	\$20,598	\$20,598	\$20,598	\$0
Taxable Value	\$177,462	\$172,761	\$177,462	\$177,462	\$177,462	\$0

**Exemption Details
Estimated Taxes (Certified 2010)**

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	DALLAS	DALLAS ISD	DALLAS COUNTY	DALLAS CO COMMUNITY COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.797	\$1.237811	\$0.2531	\$0.09923	\$0.271	N/A
Taxable Value	\$177,462	\$172,761	\$177,462	\$177,462	\$177,462	\$0
Estimated Taxes	\$1,414.37	\$2,138.45	\$449.16	\$176.10	\$480.92	N/A
Tax Ceiling	N/A	N/A	N/A	N/A	N/A	N/A
Total Estimated Taxes:						\$4,659.00

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an **official tax bill** from the appropriate agency when they are prepared. Taxes are collected by the agency sending you the **official** tax bill. To see a listing of agencies that collect taxes for your property. [Click Here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates are calculated by using the most current certified taxable value multiplied by the most current tax rate. **It does not take into account other special or unique tax scenarios.** If you wish to calculate taxes yourself, you may use the TaxEstimator to assist you.



LANDMARK COMMISSION

December 6, 2010

FILE NUMBER: CA101-051(MD)
LOCATION: **3500 S FITZHUGH AVENUE**

PLANNER: Mark Doty
DATE FILED: November 4, 2010
DISTRICT: Fair Park

COUNCIL DISTRICT: 7
ZONING: CR,CS,IM,MF-2(A),NS(A),PD-288

MAPSCO: 46-Q
CENSUS TRACT: 0027.02,0029.00

APPLICANT: Quimby McCoy Preservation Architecture LLP

REPRESENTATIVE:

OWNER:

BACKGROUND / HISTORY:

REQUEST:

- 1) Esplanade/Parry Avenue gates - Fair Park Interpretive Program - Two revised panel sizes.
- 2) Esplanade/Parry Avenue gates - Fair Park Interpretive Program - Relocated substory and overview panels.
- 3) Esplanade/Parry Avenue gates - Fair Park Interpretive Program - Change portico identification material from metal to mineral based coating.

STAFF RECOMMENDATION:

- 1) Two revised panel sizes. – Approve drawing package dated 11/01/2010 with the finding the proposed work is consistent with the criteria for signs in the preservation criteria Section 9.2, and it meets the standards in City Code Section 51A-4.501(g)(6)(C)(ii).
- 2) Relocated substory and overview panels. - Approve drawing package dated 11/01/2010 with the finding the proposed work is consistent with the criteria for signs in the preservation criteria Section 9.2, and it meets the standards in City Code Section 51A-4.501(g)(6)(C)(ii).
- 3) Change portico identification material from metal to mineral based coating. - Approve drawing package dated 11/01/2010 with the finding the proposed work is consistent with the criteria for signs in the preservation criteria Section 9.2, and it meets the standards in City Code Section 51A-4.501(g)(6)(C)(ii).

TASK FORCE RECOMMENDATION:

- 1) Two revised panel sizes. – Approve.
- 2) Relocated substory and overview panels. – Approve.
- 3) Change portico identification material from metal to mineral based coating. – Approve with conditions - Approved as proposed with clarification that portico signs will differentiate current name of building with smaller font, parentheses, color and prefix: Now...(current building name).

Certificate of Appropriateness (CA)
City of Dallas Landmark Commission

CA 101-051 [MD]
 Office Use Only

Name of Applicant: Quimby McCoy Preservation Architecture, LLP
 Mailing Address: 3200 Main Street, #3.6
 City, State and Zip Code: Dallas, Texas 75226
 E-mail: _____
 Daytime Phone: 214-977-9118
 Relationship of Applicant to Owner: Preservation Consultant

Building Inspection:
 Please see signed drawings before issuing permit:
 Yes ___ No ___
 Planner's Initials

PROPERTY ADDRESS: 3500 S. Fitzhugh/ 1300 Robert B Cullum Blvd.
 Historic District: Fair Park

RECEIVED BY

PROPOSED WORK: NOV 03 2010
 The Fair Park Comprehensive Development Plan, 2004, calls for interpretative signage throughout the park. This project is funded by city bond funds with a matching grant from Preserve America Services.

The grants funding is focused on the Esplanade and Parry Avenue Gate area of Fair Park and includes restoration of historic signage, building identification, and interpretative signage.

The Preserve America grants are given to help promote heritage tourism and tell of our nation's stories. Telling these stories of Fair Park will enhance the experience of visitors to the park. The interpretive signage will include an Orientation Kiosk for the Esplanade area, Overview Panels of Fair Park, Sub-Story Panels of the Esplanade, and Interpretative Labels for art and architecture in the area. The funding is not available at this time to expand the interpretative signage into the rest of the park but the design can be adapted for use throughout the park.

A Certificate of Appropriateness is sought for the following changes to the Interpretative Program at Fair Park project:

- 1) Revised panel size:
 - a. Overview Panel
 - b. Substory Panel
 - c. Orientation Kiosk
 - d. Omitted concrete base on Interpretive Label
- 2) Relocated panels:
 - a. Substory Panel 3.2
 - b. Substory Panel 3.3
 - c. Overview Panels 2.1-2.7
- 3) Changed material of Portico Identification from metal to mineral based coating

See attached sheets: Interpretation Program at Fair Park Gate:
 EG0.3 Sign Location Plan, dated 11-01-10
 EG2.1 Type 2 Overview Panel, dated 10-15-10
 EG3.1 Type 3A Substory Panels, dated 11-09-10
 EG1.1 Type 1 Orientation Kiosk, dated 11-09-10
 EG4.1 Type 4A & 4B Interpretive Labels, dated 11-09-10

Signature of Applicant: *[Signature]* Date: 11-10-10
 Signature of Owner: *[Signature]* Date: 11.10.10
 (IF NOT APPLICANT)

APPLICATION DEADLINE:

Application material must be **completed and submitted by the FIRST THURSDAY OF EACH MONTH, 12:00 NOON**, (see official calendar for exceptions), before the Dallas Landmark Commission can consider the approval of any change affecting the exterior of any building. This form along with any supporting documentation must be filed with a Preservation Planner at City Hall, 1500 Marilla 5CN, Dallas, Texas, 75201. **You may also fax this form to 214/670-0728. DO NOT FAX PAINT COLORS OR PHOTOGRAPHS.**

Please use the enclosed criteria checklist as a guide to completing the application. Incomplete applications cannot be reviewed and will be returned to you for more information. You are encouraged to contact a Preservation Planner at 214/670-4538 to make sure your application is complete.

OTHER:

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- APPROVED.** Please release the building permit.
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- DENIED WITHOUT PREJUDICE.** Please **do not** release the building permit or allow work.

Department of Development Services

Date

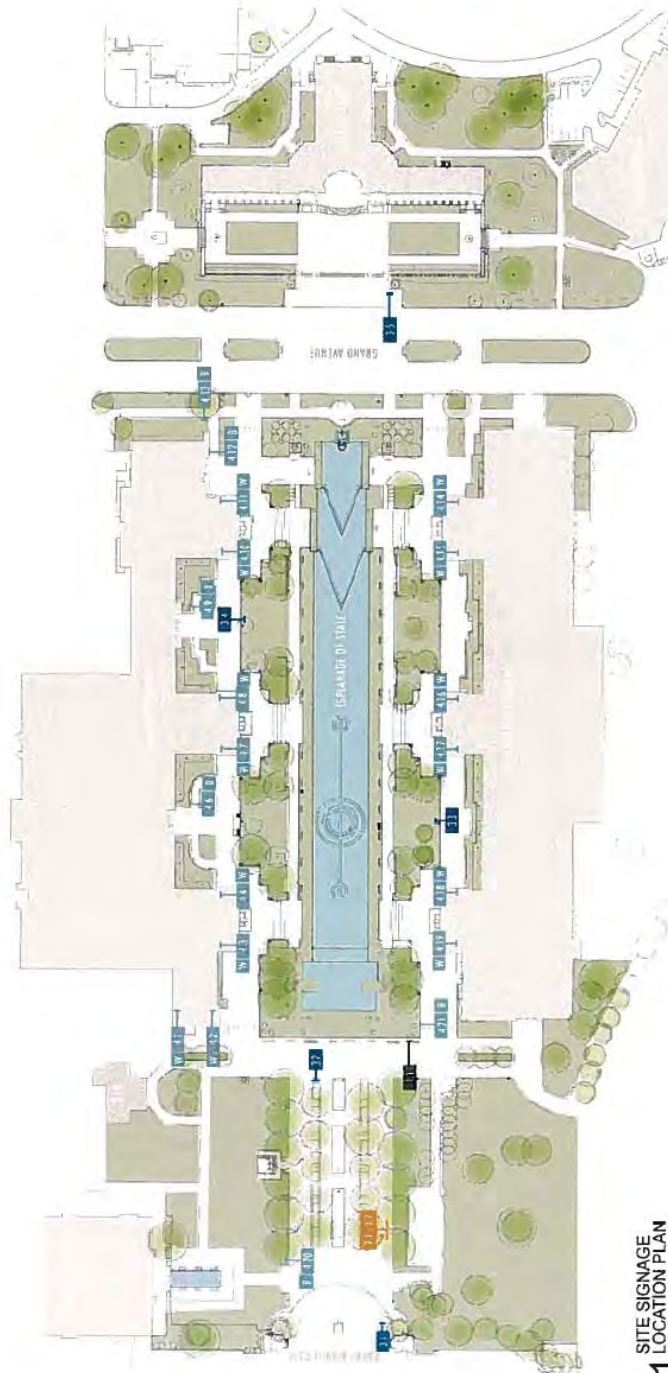
Signage Location Plan

Final sign locations to be determined on site with environmental graphic designer, contractor and landscape architect. Signage to be installed in accordance with any plan and/or approved stakes. All underground utilities, casings, phone/cables, and/or electrical lines to be located by contractor prior to installation.

The interpretive signage will be installed in/on the materials listed below.

- **Cross Installation:** Contractor to install matching grass or ground cover. Locations: 3.1, 3.3, 3.4, 4.13, 4.20, 4.21
- **Brick paver installation:** Contractor to salvage and reinstall brick. Mock-up required for any replacement brick. Locations: 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 3.2
- **Exposed aggregate:** Contractor to patch exposed aggregate with matching aggregate. Mock-up required. Locations: 1.1, 3.5, 4.8, 4.9, 4.12
- **Wall-mounted on historic walls constructed of plaster over hole clay tile:** Patching to match existing substrate. Painting touch-ups to be completed with mineral-based coating manufactured by Kalm or approved equal. Mock-up required. All wall penetrations to be sealed as required for Locations: 4.1, 4.2, 4.3, 4.4, 4.7, 4.8, 4.10, 4.11

- 1.1 — Orientation Kiosk (1 total)
- 2.1 — Overview Panels Distance between panels TBD (7 panels)
- 3.1 — Substory (5 total)
- 4.1 — Interpretive Labels
- 4.2 — Wall-Style
- 4.3 — Ballard (20 total)



**SITE SIGNAGE
LOCATION PLAN**

11/1/10

Type 1 Orientation Kiosk

2-sided orientation kiosk with cast resin detail, map and brochure holder

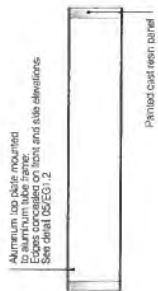
Production Notes:

All final engineering and shop drawings to be provided by Contractor. Contractor to engineer footing, structure and attachments in compliance with local codes. See Specifications for details. See EOG's for mounting conditions. Contractor to ensure surfaces and constructions are waterproofed.

Site conditions to be field-verified for footing, foundation and installation. Gallagher & Associates to provide resin shape detail as digital artwork to selected Contractor.

Graphic Specs:

Typical layout depicted. Final digital artwork to be issued to selected Contractor.



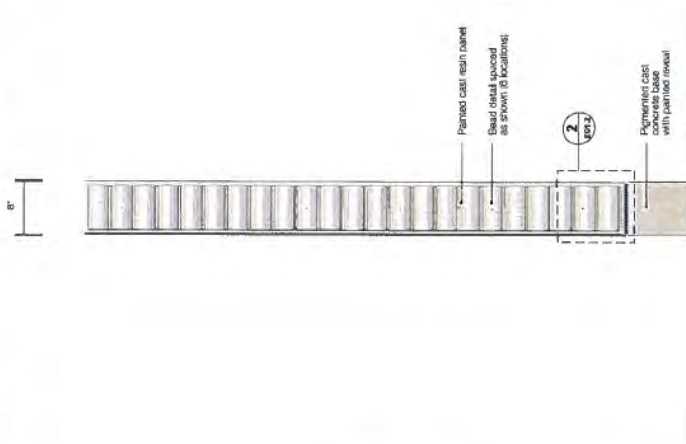
PLAN ORIENTATION KIOSK
SCALE: 3/4"=1'-0"



FRONT ELEVATION ORIENTATION KIOSK
SCALE: 3/4"=1'-0"



BACK ELEVATION ORIENTATION KIOSK
SCALE: 3/4"=1'-0"



SIDE ELEVATION ORIENTATION KIOSK
SCALE: 3/4"=1'-0"

11/1/10

Type 2 Overview Panel

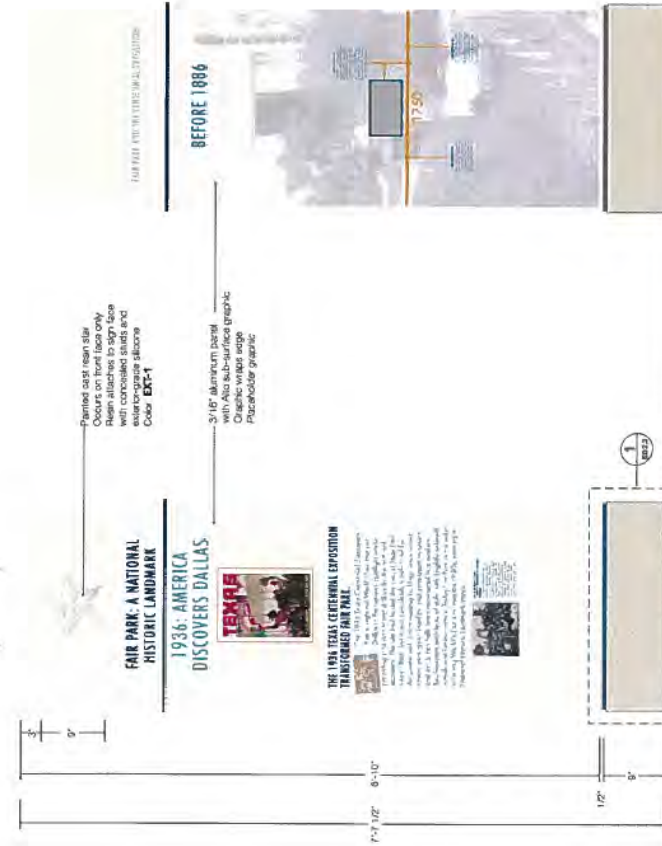
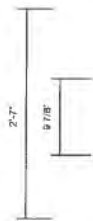
2-sided overview panel with cast resin detail and interpretive graphics

Production Notes:
 All final engineering and shop drawings to be provided by Contractor.
 Contractor to insure surfaces and prepare for exterior conditions.
 Site conditions to be field-verified for footing, foundation and installation.
 Callagher & Associates to provide resin shape detail as digital artwork to selected Contractor.

Graphic Specs:
 Typical layout depicted. Final digital artwork to be issued to selected Contractor.
 Quantity: 7



01
 PLAN OVERVIEW PANEL
 SCALE: 1/8" = 1'-0"

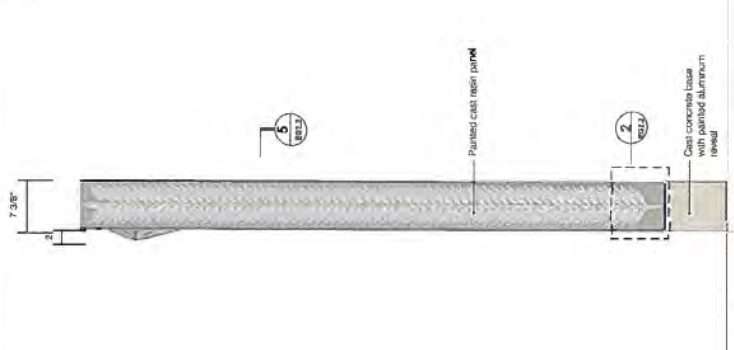


02
 FRONT ELEVATION OVERVIEW PANEL
 SCALE: 3/16" = 1'-0"

03
 BACK ELEVATION OVERVIEW PANEL
 SCALE: 3/16" = 1'-0"

Footing TBD based on final location. See sheet EG2.3 for details.

04
 SIDE ELEVATION OVERVIEW PANEL
 SCALE: 3/16" = 1'-0"



11/1/10

Type 3 Substory Panel

2-sided substory panel with cast resin detail and interpretive graphics

Production Notes:
 All final engineering and shop drawings to be provided by Contractor.
 Contractor to engineer structure and attachments in compliance with local codes.
 See Specifications for details. See EGO.2 for mounting conditions.
 Contractor to ensure surfaces are prepared for exterior conditions.
 All materials and finishes are to be approved.
 Site conditions to be field-verified for footing, foundation and installation.
 Calligher & Associates to provide resin shape detail as digital artwork to selected Contractor.

Graphic Specs:
 Typical layout depicted. Final digital artwork to be issued to selected Contractor.



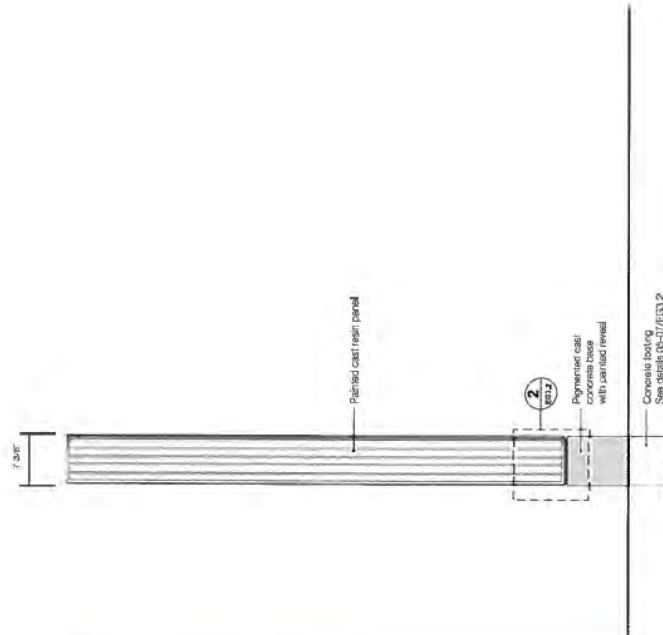
01 PLAN SUBSTORY PANEL
SCALE 3/4" = 1'-0"



02 FRONT ELEVATION SUBSTORY PANEL
SCALE 3/4" = 1'-0"



03 BACK ELEVATION SUBSTORY PANEL
SCALE 3/4" = 1'-0"



04 SIDE ELEVATION SUBSTORY PANEL
SCALE 3/4" = 1'-0"

11/1/10

Type 4A Bollard Interpretive Labels
 Type 4B Wall-Mounted Interpretive Labels

Interpretive labels with printed graphics

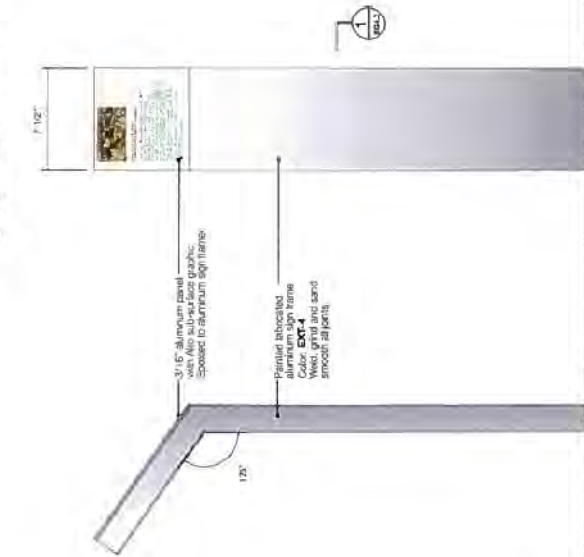
Production Notes:
 All final engineering and shop drawings to be provided by Contractor. Contractor to engineer structure and attachments in compliance with local codes. Contractor to provide all necessary permits. Contractor to ensure surfaces are prepared for exterior conditions and constructions are waterproofed. Site conditions to be field-verified for footing, foundation and installation.

Callagher & Associates to provide main shape detail as digital artwork to selected Contractor.

Graphic Specs:
 Typical layout depicted. Final digital artwork to be issued to selected Contractor.



01 PLAN BOLLARD INTERPRETIVE LABEL
 SCALE: 1/8"=1'-0"

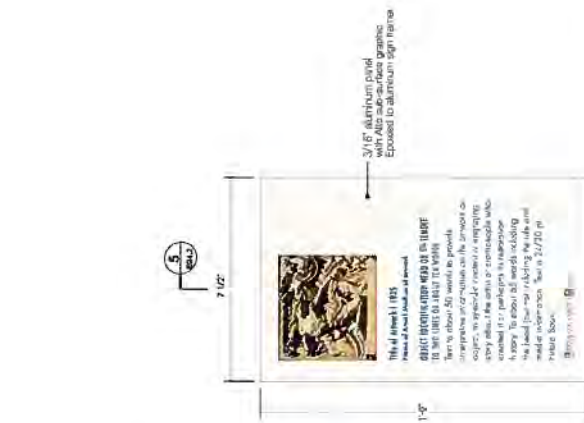


02 SIDE ELEVATION BOLLARD INTERPRETIVE LABEL
 SCALE: 1/8"=1'-0"

03 FRONT ELEVATION BOLLARD INTERPRETIVE LABEL
 SCALE: 1/8"=1'-0"

04 SECTION BOLLARD INTERPRETIVE LABEL
 SCALE: 1/8"=1'-0"

05 DETAIL ELEVATION BOLLARD/WALL-MTD INTERPRETIVE LABEL
 SCALE: 1/8"=1'-0"



11/1/10

GENERAL NOTES

1. PAINT LETTERS WITH MINERAL BASED COATING LETTERS MANUFACTURED BY KEM MINERAL COATINGS OR EQUAL.
2. COLOR REFERENCE WHEN INDICATED, IS TO THE PLOCHERE COLOR SYSTEM.
3. FINAL COLOR SELECTION BY ARCHITECT WITH MINERAL BASED COATING. COLOR P103 (TAN), TOUCH UP AS REQUIRED.
4. PREPARE EXISTING WALL SURFACE FOR LETTER PAINTING.
5. ARCHITECT WILL PROVIDE FINAL ARTWORK TO SELECTED CONTRACTOR.

PORTICO OF TEXAS REF TO DETAIL 04/A2.3
HALL OF TRANSPORTATION
(NOW CENTENNIAL BUILDING)

02 TEXAS PORTICO ID HC.1
SCALE 1/8"=1'-0"

PORTICO OF CONFEDERATE STATES REF TO DETAIL 04/A2.3
HALL OF TRANSPORTATION
(NOW CENTENNIAL BUILDING)

03 CONFEDERATE STATE OF AMERICA PORTICO ID HC.2
SCALE 1/8"=1'-0"

PORTICO OF SPAIN COLOR P369 MODERATE REDDISH BROWN;
HALL OF TRANSPORTATION COLOR P321 (GREYISH RED)
(NOW CENTENNIAL BUILDING) FONT STELLAR CLASSIC SG TT MEDIUM

04 SPAIN PORTICO ID HC.3
SCALE 1/8"=1'-0"

PORTICO OF UNITED STATES REF TO DETAIL 04/A2.3
FORMER SITE OF THE HALL OF TRANSPORTATION
(NOW AUTOMOBILE BUILDING)

05 UNITED STATES OF AMERICA PORTICO ID HC.4
SCALE 1/8"=1'-0"

PORTICO OF MEXICO REF TO DETAIL 04/A2.3
FORMER SITE OF THE HALL OF TRANSPORTATION
(NOW AUTOMOBILE BUILDING)

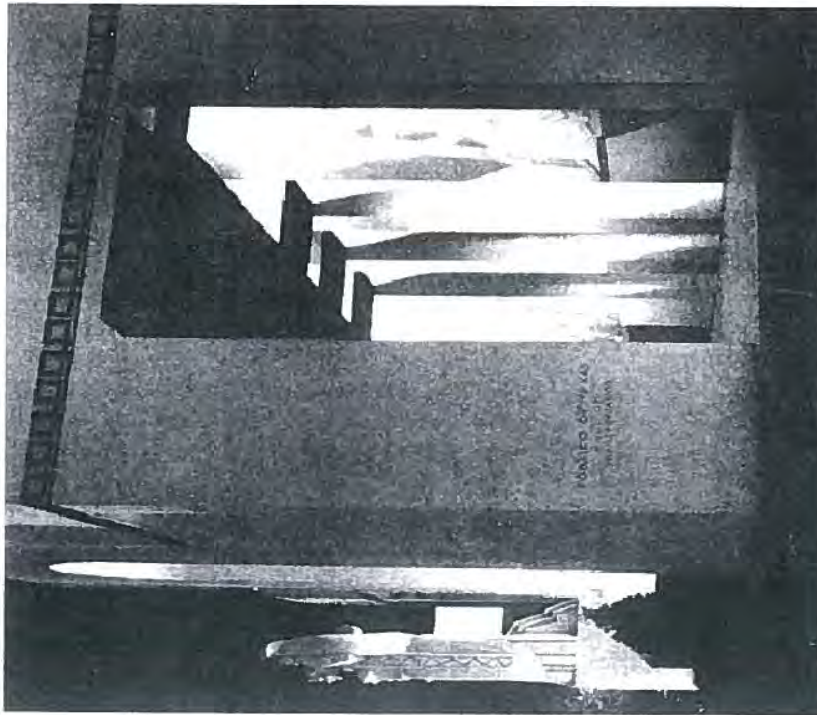
06 MEXICO PORTICO ID HC.5
SCALE 1/8"=1'-0"

PORTICO OF FRANCE REF TO DETAIL 04/A2.3
FORMER SITE OF THE HALL OF TRANSPORTATION
(NOW AUTOMOBILE BUILDING)

07 FRANCE PORTICO ID HC.6
SCALE 1/8"=1'-0"



11-15-10



NOTE: HISTORIC IMAGE PROVIDED FOR DESIGN ASSISTENT. REFERENCE A2.4 FOR ADDITIONAL INFORMATION.

01 TYP. PORTICO ID LOCATION
SCALE 1/8"=1'-0"

11/1/10

TASK FORCE RECOMMENDATION REPORT
FAIR PARK

DATE: 11/10/2010
TIME: 11:00 am
MEETING PLACE: Fair Park, Tower Building Conference Room

Applicant Name: Nancy McCoy (Quimby McCoy Preservation Architecture, LLP)
Address: 3500 S. Fitzhugh (Esplanade/Parry Avenue gates)
Date of CA/CD Request: 11/3/2010

RECOMMENDATION:

Approve Approve with conditions Deny Deny without prejudice

Recommendation / comments / basis:

*Approved as proposed with clarification that
particle signs will differentiate current name
of building with smaller font, parentheses,
color and prefix: now ...*

Task force members present

<input type="checkbox"/> Bob Hilbun	<input checked="" type="checkbox"/> Gary Skotnicki	<input type="checkbox"/> Craig Haney
<input checked="" type="checkbox"/> Nigel Brown (Chair)	<input checked="" type="checkbox"/> Craig Holcomb	<input type="checkbox"/> Virginia McAlester
<input checked="" type="checkbox"/> Edgar L. Dunn	<input checked="" type="checkbox"/> Steve Johns	

Ex Officio staff members Present Mark Doty Louise Elam Daniel Huerta

Simply Majority Quorum: yes no (four makes a quorum)

Maker: *Dunn*
2nd: *Johns*
Task Force members in favor: *all*
Task Force members opposed: *none*
Basis for opposition:

CHAIR, Task Force *Nigel Brown* DATE *11/10/10*

The task force recommendation will be reviewed by the landmark commission in the City Council chamber, Room 5ES, starting at 10:00 with a staff briefing.

The Landmark Commission public hearing begins at 1:00 pm in Room 6EN, the Council Chamber, which allows the applicant and citizens to provide public comment.



LANDMARK COMMISSION

December 6, 2010

FILE NUMBER: CA101-054(CH)
LOCATION: **6127 BRYAN PARKWAY**
COUNCIL DISTRICT: 14
ZONING: PD-63

PLANNER: Carolyn Horner
DATE FILED: November 4, 2010
DISTRICT: Swiss Avenue
MAPSCO: 36-Y
CENSUS TRACT: 0011.01

APPLICANT: Lancaster Parker

OWNER: Lancaster and Melanie Parker

BACKGROUND / HISTORY:

REQUEST:

Brick approval for previously-approved new construction.

STAFF RECOMMENDATION:

Brick approval for previously-approved new construction. – Approve - The proposed bricks in photograph dated 11/04/10 meet the criteria in Ordinance 18563, Section 14(a)(10)(B), and meet the standards in City Code Section 51A-4.501(g)(6)(C)(ii).

TASK FORCE RECOMMENDATION:

Brick approval for previously-approved new construction. – Approve with conditions - Task Force recommends only the light brown brick. The light brown brick typifies the style and period of the main building, whereas the white brick is not typical to the neighborhood.

CA-101-054(CCH)

Certificate of Appropriateness (CA) City of Dallas Landmark Commission

Name of Applicant: LANCASTER PARKER
Mailing Address: 3400 GREENWAY BLVD APT. M108
Daytime Phone: 214 859 6818 Fax: 214 859 6699
Relationship of Applicant to Owner: OWNER

Property Address: 6127 BRYAN PKWY.
Historic District: MUNGER SWISS AVE.
Routine Maintenance: Yes No

Building Inspection: Please see signed drawings before issuing permit: NOV 04 2010
Development Services
Planner's Initials: BY
2010

PROPOSED WORK:

Please describe your proposed work simply and accurately. Attach extra sheets and supplemental material as requested in the submittal criteria checklist.

BRICK APPROVAL FOR NEW CONSTRUCTION

Signature of Applicant: [Signature] Date: 11/4/10

Signature of Owner: _____ Date: _____
(IF NOT APPLICANT)

APPLICATION DEADLINE:

Application material must be completed and submitted by the FIRST THURSDAY OF EACH MONTH, 5:00 p.m. before the Dallas Landmark Commission can consider the approval of any change affecting the exterior of any building. This form along with any supporting documentation must be filed with a Preservation Planner at City Hall, 1500 Marilla 5CN, Dallas, Texas, 75201. You may also fax this form to 214/670-0728.
Please do not fax paint colors or color photographs.

Please use the enclosed criteria checklist as a guide to completing the application. Incomplete applications cannot be reviewed and will be returned to you for more information. You are encouraged to contact a Preservation Planner at 214/670-4538 to make sure your application is complete.

OTHER:

In the event of a denial, you have the right to an appeal within 30 days after the Landmark Commission's decision. You are encouraged to attend the Landmark Commission hearing the first Monday of each month at 1:00 pm in Council Chambers of City Hall. Information regarding the history of past certificates of appropriateness for individual addresses is available for review in 5CN of City Hall.

Please review the enclosed Review and Action Form Memorandum to the Building Official, a Certificate of Appropriateness has been:

- APPROVED.** Please release the building permit.
- APPROVED WITH CONDITIONS.** Please release the building permit in accordance with any conditions.
- DENIED.** Please do not release the building permit or allow work.

Department of Development Services

Date

Certificate of Appropriateness

City of Dallas

Historic Preservation

Rev. 3/27/01, 2-11-02, 1-29-03, 5-1-04, 7-8-04, 2-28-05



TASK FORCE RECOMMENDATION REPORT

Swiss Avenue/Munger Place

DATE: 11-16-2010

TIME: 5:30pm

MEETING PLACE: Lakewood Library

APPLICANT NAME: Lancaster & Melanie Parker

PROPERTY ADDRESS: 6127 Bryan Parkway

DATE of CA / CE REQUEST: November 4, 2010

RECOMMENDATION:

Approval Approval with conditions Denial Denial without prejudice

Recommendation / comments/ basis:

Task Force recommends only the light brown brick.
The light brown brick typifies the style and period of the
main bldg. Whereas the white brick is not typical to the
neighborhood.

Task force members present

Kathleen Ragsdale Wesley Powell David Dillon
 JoAnna Hampton John Mark Guest Greg Johnston
 Morgan Harrison Virginia McAlester (Alt.) Cheryl Scott

Ex Officio staff members Present: Carolyn Horner

Simply Majority Quorum: yes no

Task Force members in favor: 5
Task Force members opposed: 0
Basis for opposition:

CHAIR, Task Force [Signature] DATE 11/16/2010

The task force recommendation will be reviewed by the landmark commission in the City Council chamber, Room 5ES, starting at 11:00 with a staff briefing.

The landmark commission public hearing begins at 1:00 pm in Room 6EN, the Council Chamber, which allows the applicant and citizens to provide public comment.



LANDMARK COMMISSION

December 6, 2010

FILE NUMBER: CA101-037(CH)
LOCATION: **101 N CLINTON AVENUE**
COUNCIL DISTRICT: 3
ZONING: PD-87

PLANNER: Carolyn Horner
DATE FILED: November 4, 2010
DISTRICT: Winnetka Heights
MAPSCO: 54-F
CENSUS TRACT: 0046.00

APPLICANT: Nancy Scott

OWNER: Nancy Scott

BACKGROUND / HISTORY: N/A

REQUEST:

- 1) Remove oak railing that was installed without a Certificate of Appropriateness.
- 2) Install a brick railing to match existing.

STAFF RECOMMENDATION:

- 1) Remove oak railing that was installed without a Certificate of Appropriateness. – Approve - The proposed work is consistent with the preservation criteria in Ordinance 18369, Section 9(a)(11)(A), and meets the standards in City Code Section 51A-4.501(g)(6)(C)(i).
- 2) Install a brick railing to match existing. – Approve - The proposed work is consistent with the preservation criteria in Ordinance 18369, Section 9(a)(11)(A), and meets the standards in City Code Section 51A-4.501(g)(6)(C)(i).

TASK FORCE RECOMMENDATION:

No quorum, comments only.

- 1) Remove oak railing that was installed without a Certificate of Appropriateness.
 - 2) Install a brick railing to match existing.
- Task Force ok with submittal.

Certificate of Appropriateness (CA)
City of Dallas Landmark Commission

CA 101 - 037 (CH)
 Office Use Only

Name of Applicant: Nancy Scott
 Mailing Address: 101 N. Clinton Ave.
 City, State and Zip Code: Dallas, TX 75208
 Daytime Phone: 972-897-0935 Fax: _____
 Relationship of Applicant to Owner: SELF

Building Inspection:
 Please see signed drawings before issuing permit:
 Yes: 2010
 Planner's Initials
 Development Services

PROPERTY ADDRESS: 101 N. Clinton Ave., Dallas 75208
 Historic District: Winnetka Heights

PROPOSED WORK:

Please describe your proposed work simply and accurately. Attach extra sheets and supplemental material as requested in the submittal criteria checklist.

Remove oak railing (not approved on prior CA) and replace with matching brick wall as requested by commission. Brick wall will be an exact match to existing brick wall on porch. Brick wall will be 6 1/2" wide and 28 1/2" tall (same height as existing brick wall). Brick colors and wall pattern will match

Signature of Applicant: Nancy Scott Date: 10/18/10 ^{existing brick wall.}

Signature of Owner: _____ Date: _____
 (IF NOT APPLICANT)

APPLICATION DEADLINE:

Application material must be **completed and submitted by the FIRST THURSDAY OF EACH MONTH, 12:00 NOON** (see official calendar for exceptions), before the Dallas Landmark Commission can consider the approval of any change affecting the exterior of any building. This form along with any supporting documentation must be filed with a Preservation Planner at City Hall, 1500 Marilla 5BN, Dallas, Texas, 75201. **You may also fax this form to 214/670-4210. DO NOT FAX PAINT SAMPLES OR PHOTOGRAPHS.**

Please use the enclosed criteria checklist as a guide to completing the application. Incomplete applications cannot be reviewed and will be returned to you for more information. You are encouraged to contact a Preservation Planner at 214/670-4538 to make sure your application is complete.

OTHER:

In the event of a denial, you have the right to an appeal within 30 days after the Landmark Commission's decision. You are encouraged to attend the Landmark Commission hearing the first Monday of each month at 1:00 pm in Council Chambers of City Hall (see exceptions). Information regarding the history of past certificates of appropriateness for individual addresses is available for review in 5BN of City Hall.

Please review the enclosed Review and Action Form Memorandum to the Building Official, a Certificate of Appropriateness has been:

- APPROVED.** Please release the building permit.
- APPROVED WITH CONDITIONS.** Please release the building permit in accordance with any conditions.
- DENIED.** Please do not release the building permit or allow work.
- DENIED WITHOUT PREJUDICE.** Please do not release the building permit or allow work.

Sustainable Construction and Development

Date



TASK FORCE RECOMMENDATION REPORT
Winnetka Heights / Lake Cliff

DATE: 11-9-2010
TIME: 5:30pm

MEETING PLACE: Oak Cliff Chamber of Commerce, 400 S. Zang, Ste 110

APPLICANT NAME: Nancy Scott

PROPERTY ADDRESS: 101 N. Clinton

DATE of CA / CE REQUEST: October 29, 2010

RECOMMENDATION:

Approval Approval with conditions Denial Denial without prejudice

Recommendation / comments/ basis:

The task force did not have a quorum, so the recommendation box should not have been marked.

Task force members present

Tony Ecds Trace Beard April Clark
 Kyle Ward Peter Murgola 2^o Brenda Garza
 Jeffrey Fahrenholz (Alt.) 1^o Annie Pratt (Alt.)

Ex Officio staff members Present: Carolyn Horner

Simply Majority Quorum: yes no

The task force did not have a simple majority quorum. Only four members out of nine were present.

Task Force members in favor: 4
Task Force members opposed: 0
Basis for opposition:

CHAIR, Task Force

DATE

11/9/10

The task force recommendation will be reviewed by the landmark commission in the City Council chamber, Room 5ES, starting at 11:00 with a staff briefing.

The landmark commission public hearing begins at 1:00 pm in Room 6EN, the Council Chamber, which allows the applicant and citizens to provide public comment.



LANDMARK COMMISSION

December 6, 2010

FILE NUMBER: CA101-053(MD)
LOCATION: **1800 MAIN STREET, Suite 100**
COUNCIL DISTRICT: 14
ZONING: PD-619

PLANNER: Mark Doty
DATE FILED: November 4, 2010
DISTRICT: Mercantile Bank
MAPSCO: 45-L
CENSUS TRACT: 0031.01

APPLICANT: Page Southerland Page

REPRESENTATIVE:

OWNER:

BACKGROUND / HISTORY:

REQUEST:

New entry signage on Main Street facade.

STAFF RECOMMENDATION:

New entry signage on Main Street facade. – Approve - Approve both options on drawings dated 11/15/2010 with the finding the proposed work is consistent with the criteria for signs in the preservation criteria Sections 10.1 and 10.2, and it meets the standards in City Code Section 51A-4.501(g)(6)(C)(i).

TASK FORCE RECOMMENDATION:

New entry signage on Main Street facade. - Approve with the preference that channel set letters be used, but pin mounting is also approved.

CA101-053 (MD)

Certificate of Appropriateness (CA) City of Dallas Landmark Commission

Building
Inspection:
Please see
signed drawings
before issuing
permit:

Yes _____

No _____
Planner's Initials

RECEIVED BY

Name of Applicant: PAGE SOUTHERLAND PAGE
Mailing Address: 3500 MAPLE AVENUE, #600
Daytime Phone: 214 522 3900 Fax: 214 522 4380
Relationship of Applicant to Owner: TENANT

Property Address: 1800 MAIN STREET
Historic District: _____
Routine Maintenance: Yes _____ No

NOV 04 2010

PROPOSED WORK:

Please describe your proposed work simply and accurately. Attach extra sheets and supplemental material as requested in the submittal criteria checklist.

NEW SIGNAGE FOR TENANT, PAGE SOUTHERLAND PAGE, TO BE LOCATED IN THE FORMER BANK LOBBY AND BANKING HALL ON FIRST AND SECOND FLOORS INCLUDING THE MEZZANINE LEVEL. SIGNAGE LOCATED ON MAIN STREET ENTRANCE ONLY.

Signature of Applicant: [Signature] Date: 10/7/10

Signature of Owner: [Signature] Date: 10/07/10

(IF NOT APPLICANT)

Forest City Residential Group, Inc.

APPLICATION DEADLINE:

Application material must be completed and submitted by the FIRST THURSDAY OF EACH MONTH, 5:00 p.m. before the Dallas Landmark Commission can consider the approval of any change affecting the exterior of any building. This form along with any supporting documentation must be filed with a Preservation Planner at City Hall, 1500 Marilla 5CN, Dallas, Texas, 75201. You may also fax this form to 214/670-0728.
Please do not fax paint colors or color photographs.

Please use the enclosed criteria checklist as a guide to completing the application. Incomplete applications cannot be reviewed and will be returned to you for more information. You are encouraged to contact a Preservation Planner at 214/670-4538 to make sure your application is complete.

OTHER:

In the event of a denial, you have the right to an appeal within 30 days after the Landmark Commission's decision. You are encouraged to attend the Landmark Commission hearing the first Monday of each month at 1:00 pm in Council Chambers of City Hall. Information regarding the history of past certificates of appropriateness for individual addresses is available for review in 5CN of City Hall.

Please review the enclosed Review and Action Form
Memorandum to the Building Official, a Certificate of Appropriateness has been:

- APPROVED.** Please release the building permit.
- APPROVED WITH CONDITIONS.** Please release the building permit in accordance with any conditions.
- DENIED.** Please do not release the building permit or allow work.

Department of Development Services

Date

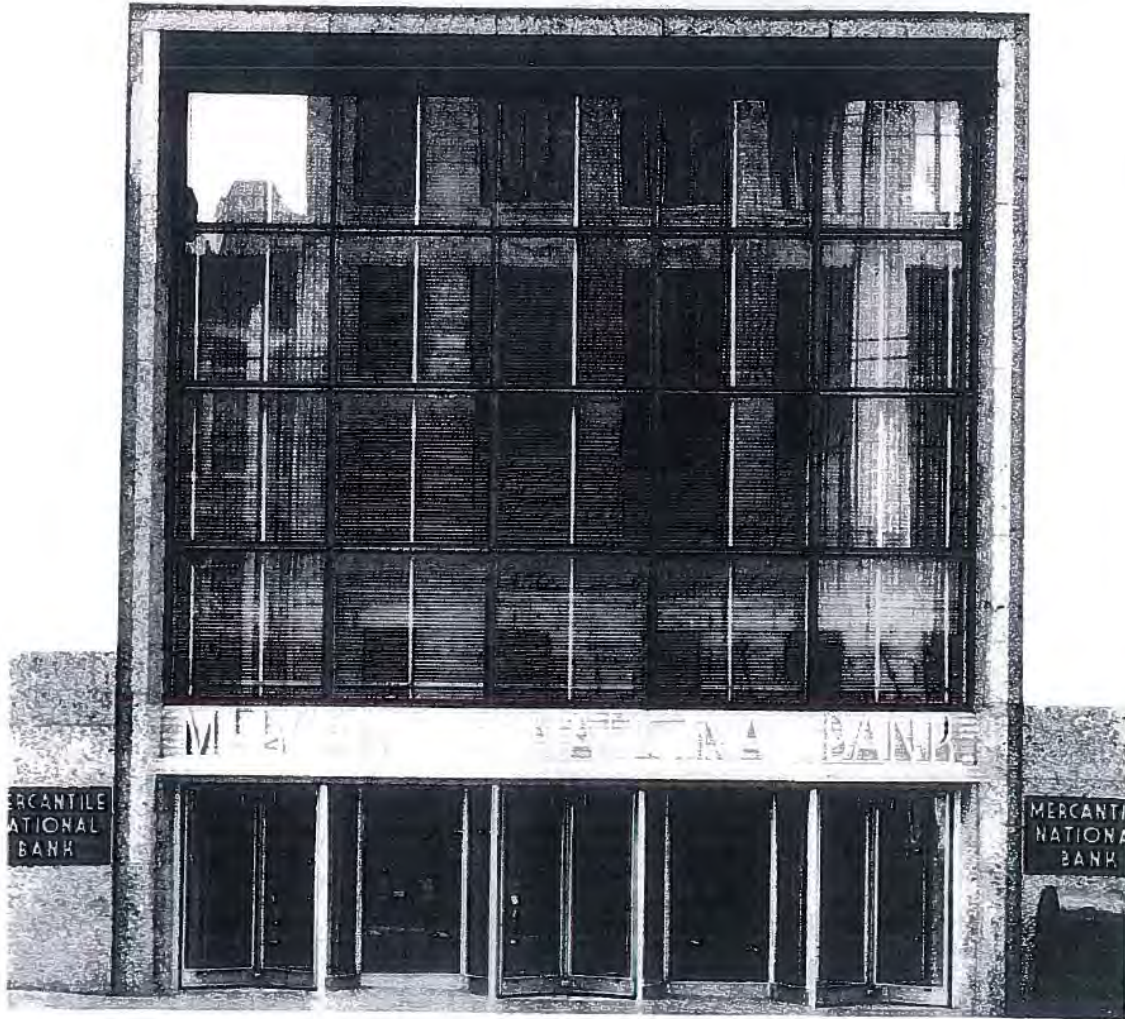
Certificate of Appropriateness

City of Dallas

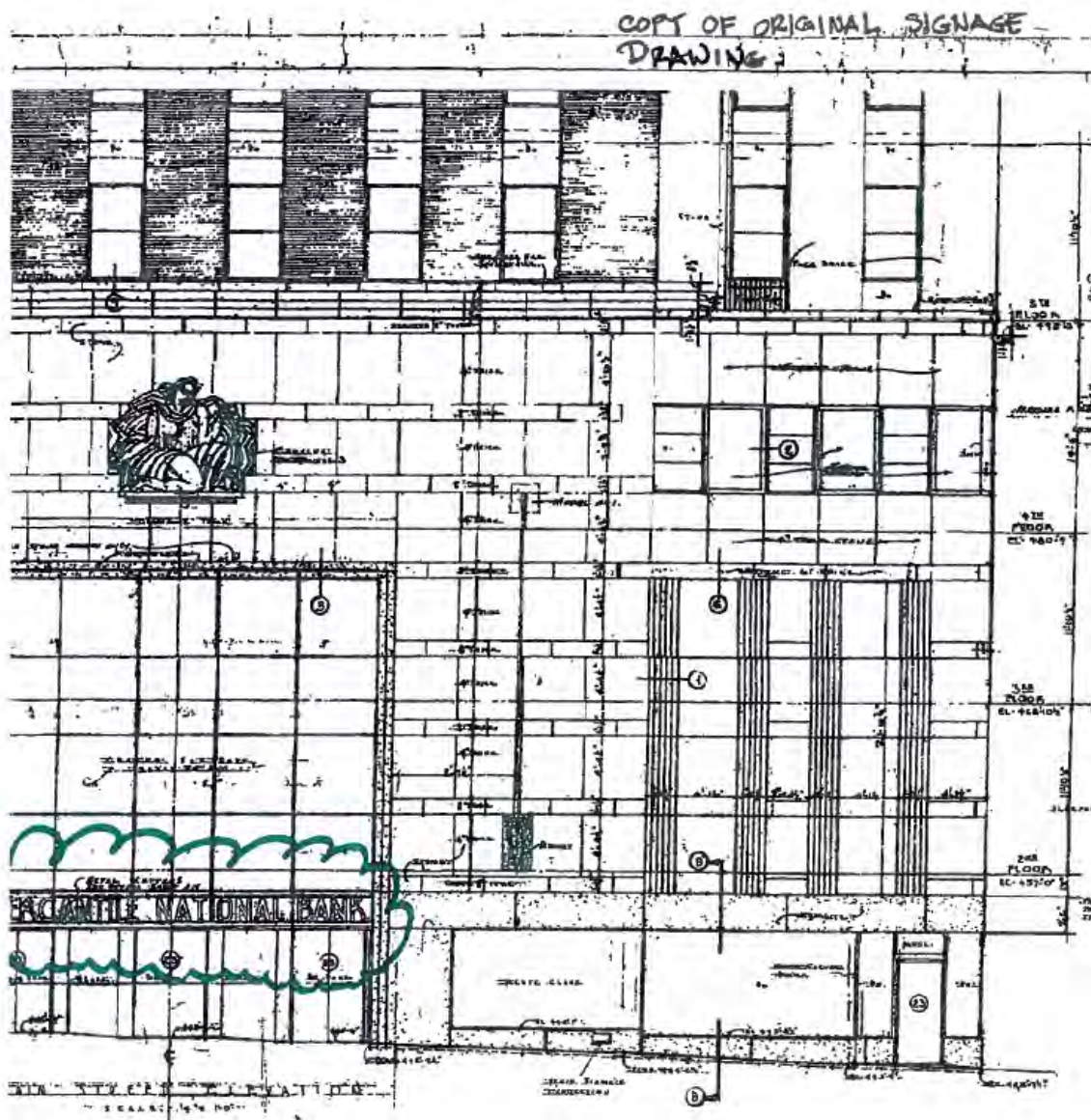
Historic Preservation

Rev 3/27/01, 2-11-02, 1-28-03, 5-1-04, 7-8-04, 2-28-05

1704 MAIN STREET

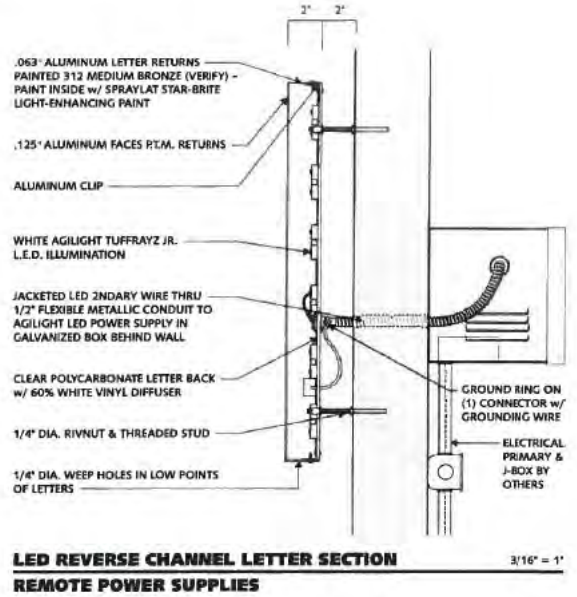


Historic image of Mercantile entry signage.

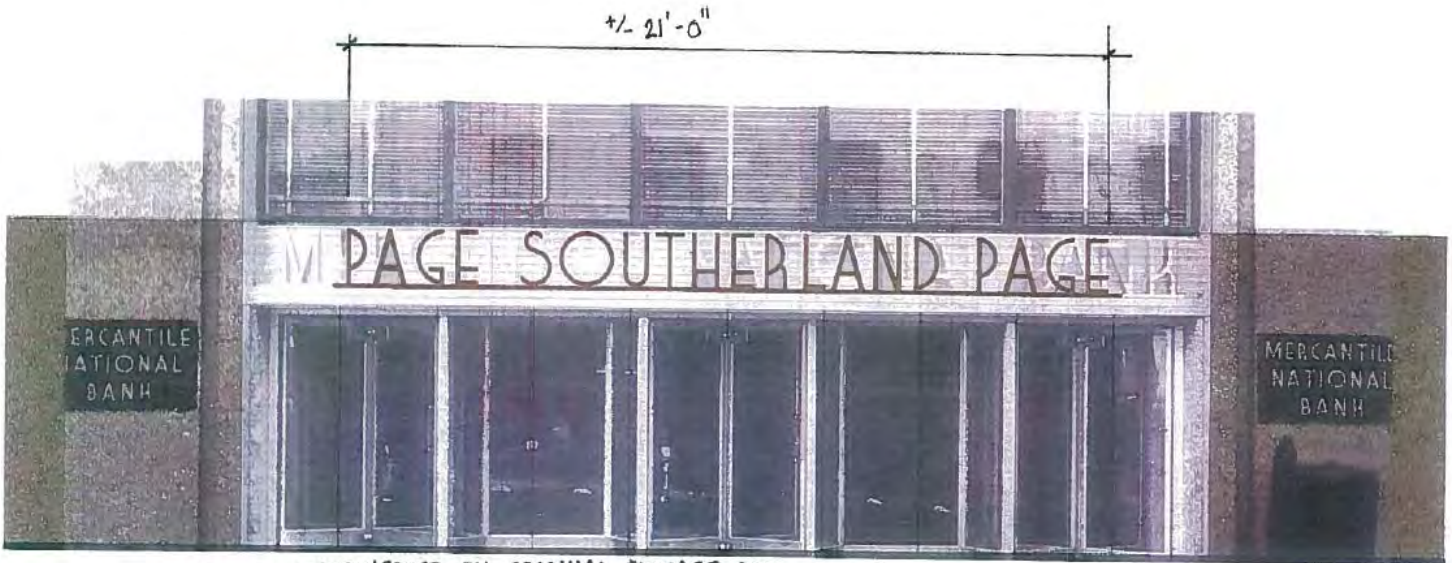


Original elevation for Mercantile entry signage.

Option A



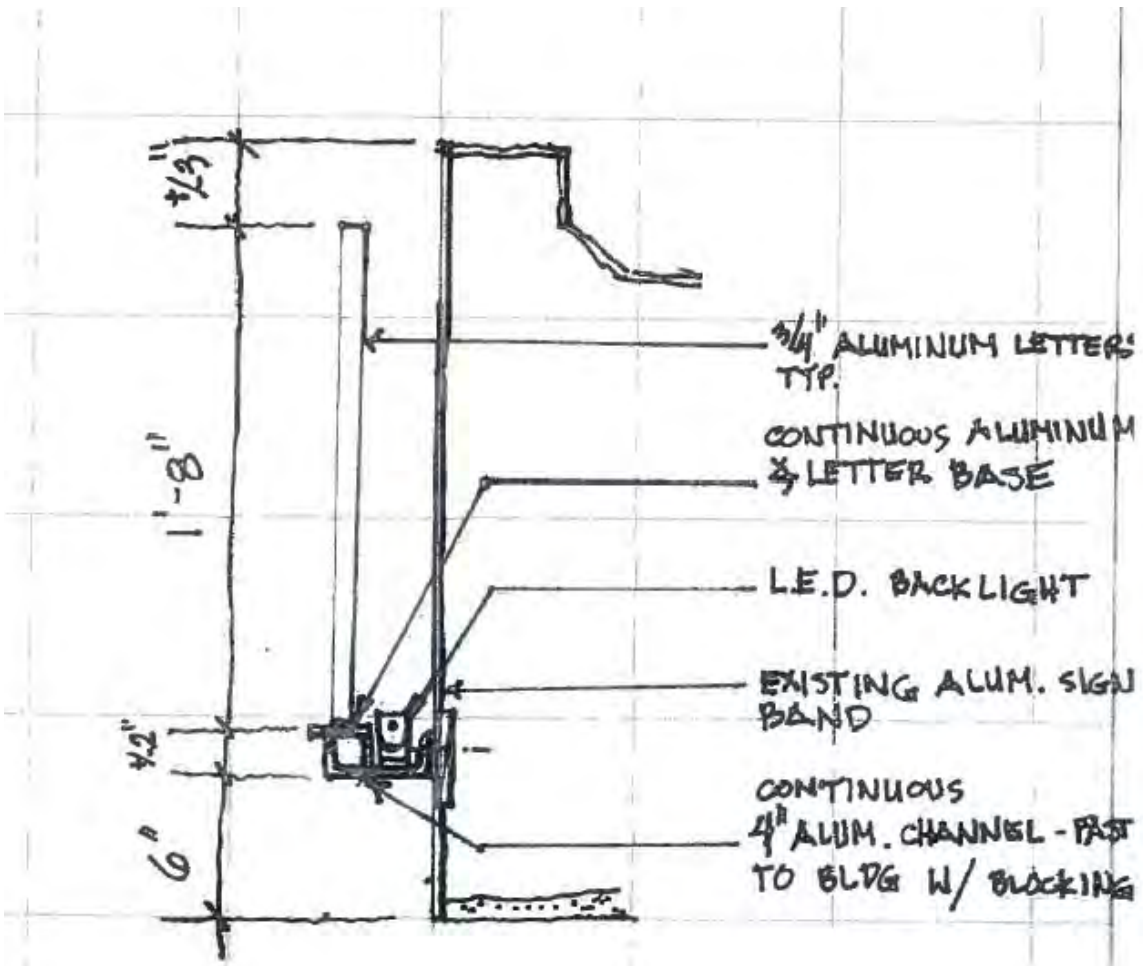
11/15/10



* NOTE: SUPERIMPOSED ON ORIGINAL SIGNAGE FOR FONT, PROPORTION & SIZE RELATIONSHIP TO ORIGINAL.

1/4" = 1'-0"

11/15/10



$1\frac{1}{2}'' = 1'-8''$

11/15/10

PROPOSED NEW SIGNAGE - DETAIL
 EXHIBIT 'B'

Option B

Doty, Mark

From: Aguirre, Joe
Sent: Thursday, November 04, 2010 4:21 PM
To: 'Mattia Flabiano'
Cc: Doty, Mark
Subject: RE: PageSoutherlandPage CA Submittal

Hello Mr. Mattia,
The sign on the Mercantile Building is allowed by the city code. The application can be applied for anytime after you get your Certificate of Appropriateness. I will copy Mark Doty and confirm your request.
Joe Aguirre
City of Dallas Sign Inspector
214-670-8132

From: Mattia Flabiano [redacted]
Sent: Thursday, November 04, 2010 1:47 PM
To: Aguirre, Joe
Subject: RE: PageSoutherlandPage CA Submittal

Joe,
I have attached our CA for proposed signage for the Mercantile Building. We plan to move in early January 2011 to the first, second and third floors of the historic Mercantile Building. We are leasing the former Banking Hall with our entrance directly off of Main Street. No other tenants access the building through this entrance. I sent the preliminary CA for Mr. Doty to review before we officially submit it to the City of Dallas. Mark suggested that I contact you to have you review the proposed signage and offer any comments regarding the proposed signage. Ordinance No. 26522 which establishes the overlay historic district number 129 (Mercantile National Bank Building) allows for signage.

We would appreciate it if you have an opportunity to review the attached documents for compliance with the City of Dallas downtown signage requirements and offer any comments that we may need to incorporate into the final signage design.

Thank you,

Mattia J. Flabiano III, AIA
Principal | Architect

PAGE SOUTHERLAND PAGE, LLP
tel: 214 522 3900

From: Doty, Mark [mailto:mark.doty@dallascityhall.com]
Sent: Thursday, November 04, 2010 1:02 PM
To: Mattia Flabiano
Cc: Taylor, Luann; Aguirre, Joe
Subject: RE: PageSoutherlandPage CA Submittal

Joe Aguirre, 214 670 8132. He is also copied on this email.

Please coordinate with him for a review within the next week if possible.

Mark Doty

City of Dallas
Historic Preservation Division
Sustainable Development & Construction Department
1500 Marilla St., 5BN
Dallas, Texas 75201

11/4/2010

TASK FORCE RECOMMENDATION REPORT
CENTRAL BUSINESS DISTRICT/WEST END/INDIVIDUAL

DATE: 11/10/2010
TIME: 3:00 pm
MEETING PLACE: Dallas City Hall, 1500 Marilla 5BN

Applicant Name: Mattia Flabiano (Page Southerland Page)
Address: 1800 Main Street (Mercantile Building)
Date of CA/CD Request: 11/4/2010

RECOMMENDATION:

Approve Approve with conditions Deny Deny without prejudice

Recommendation / comments / basis: Approve with the preference that
channel set letters be used, but pin mounting is also
approved

Task force members present

<input type="checkbox"/> Gary C. Coffman (Chair)	<input checked="" type="checkbox"/> Joseph Piwetz	<input checked="" type="checkbox"/> Tammy Chambliss
<input checked="" type="checkbox"/> Jay Firsching	<input checked="" type="checkbox"/> Alan B. Richards	<input checked="" type="checkbox"/> Isabel Mandujano
<input checked="" type="checkbox"/> Carolina Pace	<input checked="" type="checkbox"/> Charles Neel	<input checked="" type="checkbox"/> Chris Andersen

Ex Officio staff members Present Mark Doty

Simply Majority Quorum: yes no (four makes a quorum)

Maker: Jay Firsching
2nd: Tammy Chambliss
Task Force members in favor: Unanimous
Task Force members opposed:
Basis for opposition:

CHAIR, Task Force Joseph J Piwetz DATE Nov. 11, 2010

The task force recommendation will be reviewed by the landmark commission in the City Council chamber, Room 5ES, starting at 10:00 with a staff briefing.

The Landmark Commission public hearing begins at 1:00 pm in Room 6EN, the Council Chamber, which allows the applicant and citizens to provide public comment.



LANDMARK COMMISSION

December 6, 2010

FILE NUMBER: CD101-004(MD)
LOCATION: **807 ELM STREET**

PLANNER: Mark Doty
DATE FILED: November 4, 2010

COUNCIL DISTRICT:2
ZONING: CA-1(A)

DISTRICT: West End
MAPSCO: 45-P
CENSUS TRACT: 0031.01

APPLICANT: Metzger & McDonald PLLC - Steve Metzger

REPRESENTATIVE:

OWNER:

BACKGROUND / HISTORY:

REQUEST:

Demolish contributing structure that poses an imminent threat to public health and safety.

STAFF RECOMMENDATION:

Demolish contributing structure that poses an imminent threat to public health and safety. – Deny - The proposed demolition does not meet the standards in City Code Section 51A-4.501(h)(4)(C) because the owner has not shown that the structure constitutes a documented major and imminent threat to public health and safety; the demolition or removal is required to alleviate the threat to public health and safety; and there is no reasonable way, other than demolition or removal, to eliminate the threat in a timely manner.

TASK FORCE RECOMMENDATION:

Demolish contributing structure that poses an imminent threat to public health and safety. – Approve.

METZGER & McDONALD PLLC

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS, MEDIATORS & COUNSELORS

STEVEN C. METZGER
DIRECT DIAL 214-740-5030

3626 N. HALL STREET, SUITE 800
DALLAS, TEXAS 75219-5133
214-969-7600
WWW.PMKLAW.COM

FACSIMILE 214-224-7555
214-523-3838
214-969-7635

November 2, 2010

Via Hand Delivery

Mark Doty
City of Dallas
Historic Preservation Division
Sustainable Development and Construction Department
1500 Marilla 5BN
Dallas, Texas 75201

Re: PCB Properties, LLC - Application for Certificate of Demolition and Removal - City of Dallas Landmark Commission, 807 Elm Street, Dallas, Texas 75202

Dear Mr. Doty:

With this letter we are delivering for filing a Certificate of Demolition and Removal ("CD") for the City of Dallas Landmark Commission on behalf of PCB Properties, LLC with respect to 807 Elm Street, Dallas, Texas 75202, a building located at the bottom of the southern most portion of the West End Historic District. Along with the appropriately executed CD, we are delivering the following items as attachments/exhibits in accordance with the requirements of Section 51A-4.501(h), which CD is being filed as the structure continues to pose an immanent threat to public health and safety:

1. Affidavit of representative of PCB Properties, LLC, the owner.
2. Six pictures of the structure from the ground level in its current condition.
3. Survey plat 8½ by 17 inches together with reduced survey plat on 8½ by 11 inch paper.
4. Print of Dallas Central Appraisal District Commercial Account No. 00000100297000000 with respect to 807 Elm Street.
5. Pictorial concept redevelopment plan (artist rendition) reflecting green space as option A with ultimate proposed redevelopment for multi story structure.
6. Hennessey Engineering, Inc. original report dated August 27, 2010.
7. Hennessey Engineering, Inc. report dated September 29, 2010 with attachments including Godwin Construction LLC report dated September 29, 2010.

8. Hennessey Engineering, Inc. report letter dated November 1, 2010 conceptually addressing a procedure for reconstruction of the old building together with distressed building pictures and architectural drawings and preliminary structural drawings for potential remodel.
9. Godwin Construction LLC letter dated November 1, 2010 estimating demolition and construction costs of submitted structural modifications to the building at 807 Elm Street based upon Hennessey Engineering, Inc. November 1, 2010 preliminary structural drawings.
10. Asbestos Abatement and Consulting Proposal prepared by EHP Consulting LLC available for execution assuming demolition is approved (together with detailed cost estimates attached).
11. Billy L. Nabors Demolition Proposal and Contract dated August 31, 2010 assuming demolition is approved.
12. North Texas Water Proofing and Restoration, Inc. Project/Proposal Contract advising of estimated cost of scope of work for exterior of building at 807 Elm Street assuming no demolition of the property.
13. Appraisal of two commercial buildings and a tract of vacant land located at 801 Elm Street, 807 Elm Street and 804 Pacific Avenue dated April 16, 2010 [notes that 807 Elm Street "as is" valuation at such date is approximately \$280,000, assuming expenditure of \$80,100 for demolition of the structure].
14. Repair Agreement between the City of Dallas and PCB Properties, LLC for 807 Elm Street, Dallas, Texas 75201 executed August 13, 2010 together with the following items as estimates of pricing to comply with such Repair Agreement, should the building not be demolished with the exception of the structural challenges described in the Hennessey Engineering, Inc. reports:
 - Summary 807 pricing which totals \$1,873,643.61 including the North Texas Waterproofing and Restoration, Inc. project proposal with respect to the estimated cost of the scope of the work for exterior building 807 Elm Street.
 - JP Construction Services proposal dated September 2, 2010 with respect to a number of items contained on the summary.
 - Cummings Electrical, Inc. electrical bid dated September 7, 2010 in the base amount of \$87,500 plus sales tax which should work out to be \$94,718.75.
 - Texas Roof Management, Inc. roof repair estimate dated September 2, 2010 at \$8,876.50.

- Grand Openings, Inc. windows and doors preliminary pricing estimate dated September 2, 2010 totaling \$125,778.
- MTZ Construction LLC bid dated September 3, 2010 covering various items listed on the Summary which total \$13,272.
- North Texas Water Proofing and Restoration, Inc. proposal/contract dated January 14, 2010 covering the exterior of 807 Elm Street at \$1,600,000.

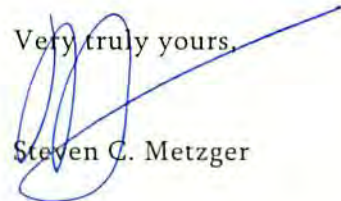
In accordance with Section 51A-4.501(h)(2)(e), Exhibits 1, 2, 3, 5, 6, 7, 8 and 9 above are required to be included with the CD, the balance of the exhibits are for additional information in support of the imminent threat to public health and safety and that there is no reasonable way, other than demolition or removal, to eliminate the threat in a timely manner. Please note that the asbestos abatement will occur prior to demolition of the building assuming the CD is approved.

We understand that a preliminary review of this application and related material will be held by a Neighborhood Task Force between November 9-12, 2010 at Room 5BN at 1500 Marilla. We will be available to appear at that review to answer any questions that may occur. We understand that a final hearing on this application will be held before the Landmark Commission on Monday, December 6, 2010 at 1:00 p.m. on that date. We will also be present at that date to make a presentation and/or be available to respond to any appropriate questions from the members of the Landmark Commission.

Kindly acknowledge receipt of the enclosed material by acknowledgment of the counterpart of this letter on the line provided for that purpose below.

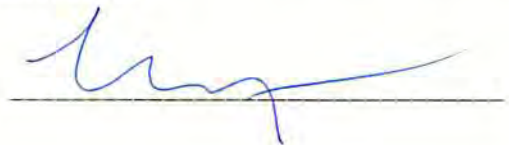
Should you have any questions in connection with the material delivered today, please do not hesitate to contact the undersigned at any time at 214-740-5030 direct or at the address or email address set forth above.

Very truly yours,


Steven C. Metzger

cc: PCB Properties LLC
5307 E. Mockingbird Lane, Suite 200
Dallas, Texas 75206
Attn: Michael G. Merritt
Taylor Burns

CD filing and exhibits received this ____ day of
November, 2010.



Certificate for Demolition and Removal (CD)
City of Dallas Landmark Commission

CD <u>101</u> - <u>004</u> [<u>MD</u>] Office Use Only
--

1. Name of Applicant: PCB Properties LLC/Steven C. Metzger
 MAILING Address: 5307 E. Mockingbird Lane, Suite 200 City Dallas State Texas Zip 75206
 Daytime Phone: 214-740-5030 Fax: 214-224-7555
 Relationship of Applicant to Owner: _____

ADDRESS OF PROPERTY TO BE DEMOLISHED: 807 Elm Street Zip 75202
 Historic District: _____

RECEIVED BY

NOV 04 2010

Development Services

Proposed Work:

2. Indicate which 'demolition standard(s) you are applying:
- Replace with more appropriate/compatible structure
 - No economically viable use
 - Imminent threat to public health / safety
 - Demolition noncontributing structure because newer than period of significance

3. Describe work and submit required documents for the demolition standard you are applying:
 (please see attached checklist)

Imminent threat to public health and safety; structural engineering report and real estate appraisal provides supporting evidence. Asbestos abatement to occur prior to demolition of building. See also summary statement attached.

Application Deadline:

This form must be completed before the Dallas Landmark Commission can consider the approval of any demolition or removal of a structure within a Historic District. This form along with any supporting documentation must be filed by the first Thursday of each month by 12:00 Noon so it may be reviewed by the Landmark Commission on the first Monday of the following month, 1500 Marilla 5BN, Dallas, Texas, 75201. (See official calendar for exceptions to deadline and meeting dates). You may also fax this form to 214/670-4210, **DO NOT FAX PHOTOGRAPHS.**

Use Section 51A-3.103 OF THE Dallas City Code and the enclosed checklist as a guide to completing the application. Incomplete applications cannot be reviewed and will be returned to you for more information. You are encouraged to contact a Preservation Planner at 214/670-4538 to make sure your application is complete.

Other: In the event of a denial, you have the right to an appeal. You are encouraged to attend the Landmark Commission hearing the first Monday of each month. Information regarding the history of certificates for individual addresses is also available for review.

4. Signature of Applicant: PCB Properties LLC by Steven Metzger Date: 11/2/2010

5. Signature of Owner: [Signature] V.P. Date: 11.2.2010
 (IF NOT APPLICANT)

Review the enclosed Review and Action Form

Memorandum to the Building Official, a Certificate for Demolition and Removal has been:

- APPROVED. Please release the building permit.
- APPROVED WITH CONDITIONS. Please release the building permit in accordance with any conditions.
- DENIED. Please do not release the building permit or allow work.
- DENIED WITHOUT PREJUDICE.. Please do not release the building permit or allow work.

 Sustainable Development and Construction Date

Attachment To Certificate for Demolition and Removal (CD)

In July 2009, PCB Properties, LLC acquired by foreclosure properties located at 807 Elm Street along with 804 Pacific Avenue which is immediately to the north of 807 Elm Street. Both of these properties were previously owned by West End Square, Ltd., a Texas limited partnership controlled by Andrew B. Kasnetz formed February 1, 2001 with 800 Pacific Avenue, LLC, a Texas limited liability company as its general partner. West End Square, Ltd. acquired the 807 Elm Street property during 2001 from West End Partners I, Ltd., a Texas limited partnership organized June 16, 1995 which acquired the subject property June 20, 1995 from JMB Dallas Land, LC pursuant to a Special Warranty Deed with Vendors Lien dated and filed June 20, 1995. West End Partners I, Ltd. controlled the property from June 20, 1995 through mid 2001. West End Square, Ltd. controlled the property during the period from mid 2001 through July 7, 2009.

The building located at 807 Elm Street was originally constructed during 1925 and consists of 5 stories with a basement that opens into the basement of 804 Pacific Avenue. The 807 Elm Street building has been vacant for many years, the exact length of time unknown but estimated to be well over 30 years. The total square footage in the building in approximately 20,025 square feet and appraisals (as late as April 16, 2010) suggest that its highest and best use is either to “hold for future development” with demolition at some point in the future to make way for other usable facilities.

Since its acquisition in July 2009, PCB Properties, LLC has cleaned out the building at 807 Elm Street, spent a great deal of time analyzing potential uses, the structural soundness and the ability to renovate the property into some other use, all without success. In each instance when discussions have occurred with potential purchasers, no one seems to want the 807 Elm Street building, but all are interested in the land. The building is registered under the Vacant Building Program with Certificate No. 1151894 issued April 19, 2010.

PCB Properties, LLC employed Hennessey Engineering, Inc. and others to perform various testing of the structural soundness to ensure that the building itself will not fall down on its own. Hennessey Engineering, Inc., and in particular Peter Hennessey has extensive historic building restoration experience, including the restoration of the nearby Higginbotham Pearl Stone Building, West End Market Place and historic preservation of county courthouses [see Hennessey Engineering, Inc. letter dated September 29, 2010].

The application to which this explanation is attached seeks to demolish or remove the structure at 807 Elm Street as it poses as imminent threat to public health or safety the standards for which under Section 51A-4.501(h)(2)(E) requires the submission of the following items:

- (i) Records depicting the current condition of the structure, including drawings, pictures or written descriptions [see numerous pictures submitted with the application].
- (ii) A study regarding the nature, imminence and severity of the threat, as performed by licensed architect or engineer [see Hennessey Engineering, Inc. reports dated August 27, 2010, September 29, 2010 and November 1, 2010].

- (iii) A study regarding both the cost of restoration of the structure and the feasibility (including architectural and engineering analysis) of the restoration of the structure, as performed by a licensed architect or engineer [see Hennessey Engineering report letter dated November 1, 2010 together with its various attachments and Godwin Construction, LLC analysis of alternative construction methods dated November 1, 2010].

On the basis of the material submitted with this application, on behalf of PCB Properties, LLC, please enter findings that:

- The structure at 807 Elm Street constitutes a documented major and imminent threat to public health and safety.
- The demolition of the building located at 807 Elm Street is required to alleviate the threat to public health and safety.
- There is no reasonable way other than demolition to eliminate the threat in a timely manner.

Submitted on behalf of PCB Properties, LLC.

By: 

Steven C. Metzger
3626 N. Hall Street, Suite 800
Dallas, Texas 75219
Tel: 214-740-5030
Fax: 214-224-7555
Email:

Affidavit

Before me the undersigned on this day personally appeared Michael G. Merritt who on his or her oath certifies that the statements contained in the application for a certificate of demolition and removal are true and correct to the best of his or her knowledge and that he or she is the owner, principle, or authorized representative of the subject property.

Michael G. Merritt, V.P.

Affiant's signature

Subscribed and sworn to before me this 2nd day of November, 2010.

Christi L. Slough

Notary Public





D2 -
9



D2 -
10

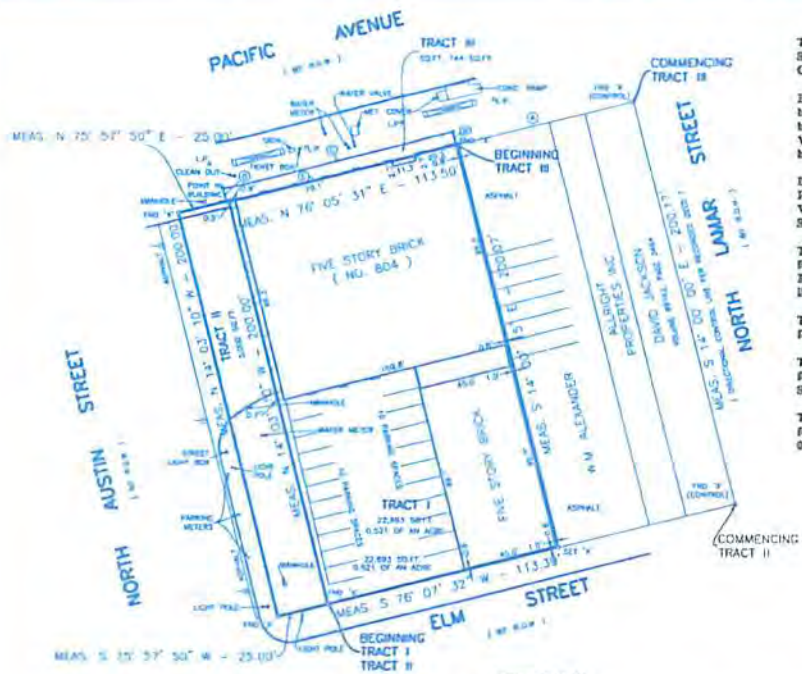






D2-
13





TRACT I
STATE OF TEXAS:
COUNTY OF DALLAS:

BEING a tract of land situated in the City of Dallas, Dallas County, Texas, being a part of Block 3146 according to the official Map of the City of Dallas, being a tract of land conveyed to West End Square, LTD as recorded in Volume 208197A, Page 7422 of the Deed Records of Dallas County Texas and being more particularly described by notes and bounds as follows:

BEGINNING at an 'X' found for corner at the intersection of the North Right of Way line of Elm Street (80 foot Right of Way) with the East Right of Way line of North Austin Street (80 foot Right of Way) and being the Southwest corner of said West End Square tract;

THENCE North 14 degrees 03 minutes 18 seconds West, a distance of 200.00 feet to a point in the building, said point being the intersection of the said East Right of Way line of North Austin Street with the South Right of Way line of Pacific Avenue (80 foot Right of Way);

THENCE North 76 degrees 05 minutes 31 seconds East, a distance of 113.50 feet to a point in the building;

THENCE South 14 degrees 09 minutes 15 seconds East, a distance of 200.87 feet to an 'X' found for corner in the said North Right of Way line of Elm Street;

THENCE South 76 degrees 07 minutes 32 seconds West, a distance of 113.39 feet to the PLACE OF BEGINNING and containing 23,493 square feet or 0.531 of an acre of land.

TRACT II
STATE OF TEXAS:
COUNTY OF DALLAS:

BEING a 5,000 square foot License Estate, conveyed to West End Square, Ltd., as recorded in Instrument # 2007-0066568, Official Public Records, Dallas County, Texas, and being a Northeast portion of North Austin Street (80 foot Right of Way), situated at the Southwest side of City Block 3146, of the Original Town of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 143, Page 401 of the Map Records of Dallas County, Texas, being situated in the J.N. Bryson Survey, Abstract No. 149, Dallas County, Texas and being more particularly described by notes and bounds as follows:

COMMENCING from an 'X' found for corner at the intersection of the Northwest Right of Way line of Elm Street (80 foot Right of Way) with the Southwest Right of Way of North Lamar Street (80 foot Right of Way), said point being the Southwest corner of a tract of land conveyed to David Jackson as recorded in Volume 89162, Page 3464 of the Deed Records of Dallas County, Texas;

THENCE South 76 degrees 07 minutes 32 seconds West, along the said Northwest Right of Way of Elm Street, a distance of 200.65 feet to an 'X' set for corner, said point being at the intersection of the said Northwest Right of Way of Elm Street with the said Northeast Right of Way line of North Austin Street, said point being the Southwest corner of a tract of land conveyed to West End Square LTD as recorded in Volume 208197A, Page 7422 of the Deed Records of Dallas County, Texas, said point being the PLACE OF BEGINNING;

THENCE South 75 degrees 57 minutes 50 seconds West, a distance of 25.00 feet to an 'X' set for corner;

THENCE North 14 degrees 03 minutes 18 seconds West, a distance of 200.00 feet to an 'X' set for corner;

THENCE North 75 degrees 57 minutes 50 seconds East, a distance of 25.00 feet to a point in a building, said point being the Northwest corner of said West End Square LTD tract and being the intersection of the said Northeast Right of Way of North Austin Street with the Southeast Right of Way line of Pacific Avenue (80 foot Right of Way);

THENCE South 14 degrees 03 minutes 18 seconds East, a distance of 200.00 feet to the PLACE OF BEGINNING and containing 5,000 square feet of land.

TRACT III
STATE OF TEXAS:
COUNTY OF DALLAS:

BEING a 744 square foot License Estate, a Southeast portion of Pacific Avenue (80 foot Right of Way), situated at the Northwest side of City Block 3146, of the Original Town of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 143, Page 401 of the Map Records of Dallas County, Texas, being situated in the J.N. Bryson Survey, Abstract No. 149, Dallas County, Texas and being more particularly described by notes and bounds as follows:

COMMENCING from an 'X' found for corner at the intersection of the Southeast Right of Way line of Pacific Avenue (80 foot Right of Way) with the Southwest Right of Way of North Lamar Street (80 foot Right of Way), said point being the Northeast corner of a tract of land conveyed to David Jackson as recorded in Volume 89162, Page 3464 of the Deed Records of Dallas County, Texas;

THENCE South 76 degrees 05 minutes 31 seconds West, along the said Southeast Right of Way of Pacific Avenue, a distance of 87.91 feet to a point in building for corner, said point being in the North line of a tract of land conveyed to West End Square LTD as recorded in Volume 208197A, Page 7422 of the Deed Records of Dallas County, Texas;

THENCE North 13 degrees 55 minutes 50 seconds West, a distance of 6.54 feet to a point for corner in said Right of Way of Pacific Avenue, said point being the PLACE OF BEGINNING;

THENCE South 76 degrees 04 minutes 10 seconds West, a distance of 114.87 feet to a point for corner;

THENCE North 13 degrees 55 minutes 38 seconds West, a distance of 6.50 feet to a point for corner;

THENCE North 76 degrees 05 minutes 31 seconds East, a distance of 114.07 feet to the PLACE OF BEGINNING and containing 744 square feet of land.

CERTIFICATION

To: PARK CITIES BANK, FIDELITY NATIONAL TITLE, & WEST END SQUARE, LTD

I hereby certify that: (a) on the 8th day of January, 2007, this plat of survey was made from an on-the-ground survey by the undersigned or under the supervision of the undersigned as per the field notes shown on this survey and correctly shows: (i) the legal description of the subject property by notes and bounds, and by reference to the recorded plat of the subject property, (ii) the boundaries and area (in both acres and square feet) of the subject property, (iii) the area, location and type of visible buildings and improvements thereon, (iv) the location and total number of surface parking spaces on the subject property, (v) the location on the subject property of all paved surfaces, including sidewalks, walkways, fire lanes, driveways, areas of access, lawns and egress, and any curb cuts on or adjacent to the subject property, (vi) the location of all proposed or existing right-of-ways, easements, building setback lines and any other matters of record of which I have knowledge or have been advised whether or not of record affecting the subject property with recording information indicated, (vii) the location of all fences on the subject property, (viii) all abutting dedicated public streets providing access to the subject property, together with the width and name thereof; (b) all monuments shown actually exist, and the location thereof is correctly shown; (c) the distance to the nearest intersecting street is as shown hereon; (d) except as shown hereon, there are no (i) visible encroachments upon the subject property by improvements on adjacent property, (ii) visible encroachments on adjacent property, streets, alleys, or building setback lines by any improvements on the subject property, except as shown, (iv) visible conflicts or protrusions; (e) the subject property lies in Zone X according to the Flood Insurance Rate Map Community Panel No. 48113C-4345 J dated 5-23-2001, and so portion thereof lies within a "Special Flood Hazard Area Insulated by 100-Year Flood" Zones as defined by the US Department of Housing and Urban Development, Federal Insurance Administration or the Federal Emergency Management Agency; (f) I agree to and assent from the subject property is provided by North Austin Street (80 foot right-of-way), the same being paved, dedicated public right-of-way; and (g) this survey substantially complies with the current Texas Society of Professional Land Surveyors Standards and Specifications for a Category IA, Condition II, Section 3.1, Survey as defined by the "Texas Society of Professional Surveyors Manual of Practices for Land Surveying in Texas."

LINE TABLE: TRACT III

A	=	3	19	00	11"	R	=	87.91
B	=	17	89	80"	R	=	13.9	
C	=	3	19	04	10"	R	=	114.87
D	=	1	17	38	10"	R	=	6.50
E	=	8	76	05	31"	R	=	114.07

[Signature]

Barry Rhodes R.P.L.S. # 3491

THE ABOVE DESCRIBED PROPERTY LIES WITHIN A FLOODED HAZARD AREA ACCORDING TO THE F.L.M.A. FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48113C-4345 J ZONE X 5-23-2001

THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR PARK CITIES BANK, FIDELITY NATIONAL TITLE, & WEST END SQUARE, LTD. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THE RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.

SURVEY PLAT

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 804 PACIFIC AVENUE in the city of DALLAS, Texas.

The plat hereon is a true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat, the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, all notes and approvals accurate.

THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS EXCEPT AS SHOWN.

Registered Professional Land Surveyor
RHODESSURVEYING@YAHOO.COM
P.O. BOX 2327 ROWLETT TEXAS 75030
PHONE 972-475-8940 FAX 972-475-9036

BARRY RHODES

Scale: 1" = 40' Date: 1-18-2007 C.F. No. 295772-D-20 Job no. R1130 Drawn by CM



TITLE AND ABSTRACTING WORK FURNISHED BY FIDELITY NATIONAL TITLE



Commercial Account #00000100297000000

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Improvements](#) [Land](#) [Exemptions](#) [Estimated Taxes](#) [Building Footprint](#) [History](#)

Location

Address: 807 ELM ST
Market Area: 1DSJ7B
Mapsc0: 45-P (DALLAS)

DCAD Property Map

[View Photo](#)

[Print Homestead Exemption Form](#)

[YAHOO! Maps](#)

Owner

PCB PPTIES LLC
 5307 E MOCKINGBIRD LN STE 200
 DALLAS, TEXAS 752065115

Multi-Owner

Not Applicable (N/A)

Legal Desc

- 1: ORIGINAL TOWN OF DALLAS
 - 2: BLK 31/46 PT LT 6 & PT LT 7
 - 3: ACS 0.1022 44.5X100
 - 4: INT200900193801 DD07072009 CO-DC
 - 5: 0046 031 00600 1000046 031
- Deed Transfer Date:** 7/8/2009

Value

2010 Proposed Values	
Improvement:	\$45,500
Land:	+ \$244,750
Market Value:	= \$290,250
Tax Agent: TURNER J ELMER REALTORS	
Revaluation Year:	2010
Previous Revaluation Year:	2009

Property Review

Enter PIN From Hearing Notice

- [LMA Review](#)
- [IMA Review](#)
- [Income Method](#)

Improvements

#	Desc: OFFICE BUILDING	Total Area: 20,025 sqft	Year Built: 1925
1	Construction: B-REINFORCED CONCRETE FRAME Foundation (Area): CONCRETE BEAM (3,960 sqft) Net Lease Area : 20,025 sqft # Stories: 5 # Units: 0 Basement (Area): FULL (4,005 sqft) Heat: CENTRAL HEAT A/C: CENTRAL A/C	Depreciation Physical: 80% Functional: + 0% External: + 0% Total: = 80% Quality: AVERAGE Condition: POOR	Appraisal Method INCOME

Land

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	COMMERCIAL IMPROVEMENTS	CENTRAL AREA DISTRICT 1	5	0	4,450.0000 SQUARE FEET	STANDARD	\$55.00	0%	\$244,750	N

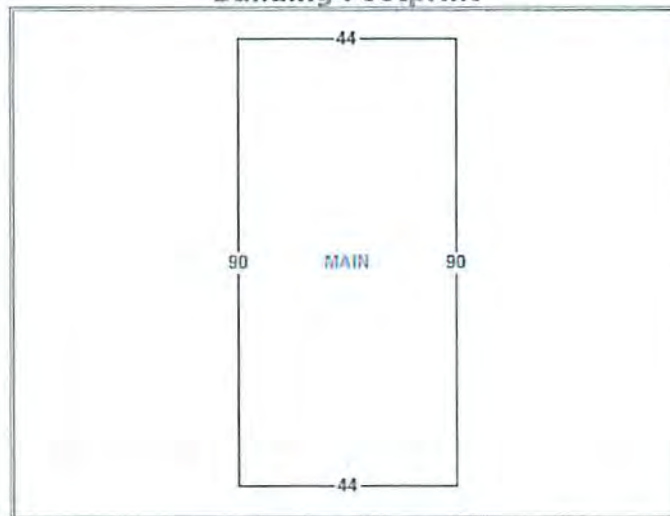
Exemptions
No Exemptions
Estimated Taxes

	City	School	County	College	Hospital	Special District
Taxing Jurisdiction	DALLAS	DALLAS ISD	DALLAS COUNTY	DALLAS CO COMMUNITY COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.7479	\$1.271343	\$0.233312	\$0.0949	\$0.274	N/A
Taxable Value	\$290,250	\$290,250	\$290,250	\$290,250	\$290,250	\$0
Estimated Taxes	\$2,170.78	\$3,690.07	\$677.19	\$275.45	\$795.29	N/A
Tax Ceiling					N/A	N/A
Total Estimated Taxes:						\$7,608.77

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an **official tax bill** from the appropriate agency when they are prepared. Taxes are collected by the agency sending you the **official** tax bill. To see a listing of agencies that collect taxes for your property. [Click Here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates are calculated by using the most current certified taxable value multiplied by the most current tax rate. **It does not take into account other special or unique tax scenarios.** If you wish to calculate taxes yourself, you may use the TaxEstimator to assist you.

Building Footprint



History

D2 -
17



This website is for informational purposes only. Title research should be performed at the appropriate County Clerks office. This is not deemed a legal document.

Account History #0000010029700000

[Owner](#) [Legal Desc](#) [Market Value](#) [Taxable Value](#) [Exemptions](#)

Owner / Legal Description

Year	Owner	Legal Description
2010	PCB PPTIES LLC 5307 E MOCKINGBIRD LN STE 200 DALLAS, TEXAS 752065115	1: ORIGINAL TOWN OF DALLAS 2: BLK 31/46 PT LT 6 & PT LT 7 3: ACS 0.1022 44.5X100 4: INT200900193801 DD07072009 CO-DC 5: 0046 031 00600 1000046 031 Deed Transfer Date: 7/8/2009
2009	WEST END SQUARE LTD 2702 MCKINNEY AVE STE 100 DALLAS, TEXAS 752042508	1: BLK 31/46 2: PT LOT 6 & PT LOT 7 ACS 0.1022 3: 44.5X100 4: VOL2001026/7422 DD02012001 CO-DC 5: 0046 031 00600 1000046 031 Deed Transfer Date: 2/7/2001
2008	WEST END SQUARE LTD 2702 MCKINNEY AVE STE 100 DALLAS, TEXAS 752042508	1: BLK 31/46 2: PT LOT 6 & PT LOT 7 ACS 0.1022 3: 44.5X100 4: VOL2001026/7422 DD02012001 CO-DC 5: 0046 031 00600 1000046 031 Deed Transfer Date: 2/7/2001
		1: BLK 31/46 PT LOT 6 & PT LOT 7 ACS

<p>2007</p>	<p>WEST END SQUARE LTD 2702 MCKINNEY AVE STE 100 DALLAS, TEXAS 752042508</p>	<p>2: 0.1022 3: 44.5X100 4: VOL2001026/7422 DD02012001 CO-DC 5: 0046 031 00600 1000046 031 Deed Transfer Date: 2/7/2001</p>
<p>2006</p>	<p>WEST END SQUARE LTD 2702 MCKINNEY AVE STE 100 DALLAS, TEXAS 752042508</p>	<p>1: BLK 31/46 2: PT LOT 6 & PT LOT 7 ACS 0.1022 3: 44.5X100 4: VOL2001026/7422 DD02012001 CO-DC 5: 0046 031 00600 1000046 031 Deed Transfer Date: 2/7/2001</p>
<p>2005</p>	<p>WEST END SQUARE LTD 2702 MCKINNEY AVE STE 100 DALLAS, TEXAS 752042508</p>	<p>1: BLK 31/46 2: PT LOT 6 & PT LOT 7 ACS 0.1022 3: 44.5X100 4: VOL2001026/7422 DD02012001 CO-DC 5: 0046 031 00600 1000046 031 Deed Transfer Date: 2/7/2001</p>
<p>2004</p>	<p>WEST END SQUARE LTD 2702 MCKINNEY AVE STE 100 DALLAS, TEXAS 752042508</p>	<p>1: BLK 31/46 2: PT LOT 6 & PT LOT 7 ACS 0.1022 3: 44.5X100 4: VOL2001026/7422 DD02012001 CO-DC 5: 0046 031 00600 1000046 031 Deed Transfer Date: 2/7/2001</p>
<p>2003</p>	<p>WEST END SQUARE LTD 2702 MCKINNEY AVE STE 100 DALLAS, TEXAS 752042508</p>	<p>1: BLK 31/46 2: PT LOT 6 & PT LOT 7 ACS 0.1022 3: 44.5X100 4: VOL2001026/7422 DD02012001 CO-DC 5: 0046 031 00600 1000046 031 Deed Transfer Date:</p>

		2/7/2001
2002	WEST END PARTNERS I LTD ATTN STEPHEN H KANOFF 701 COMMERCE ST STE 200 DALLAS, TEXAS 752042508 UNASSIGNED	1: BLK 31/46 2: PT LOT 6 & PT LOT 7 ACS 0.1022 3: 44.5X100 4: VOL2001026/7422 DD02012001 CO-DC 5: 0046 031 00600 1000046 031 Deed Transfer Date:
2001	WEST END PARTNERS I LTD ATTN STEPHEN H KANOFF 701 COMMERCE ST STE 200 DALLAS, TEXAS 752042508 UNASSIGNED	1: BLK 31/46 2: PT LOT 6 & PT LOT 7 ACS 0.1022 3: 44.5X100 4: VOL2001026/7422 DD02012001 CO-DC 5: 0046 031 00600 1000046 031 Deed Transfer Date:
2000	WEST END PARTNERS I LTD ATTN STEPHEN H KANOFF 701 COMMERCE ST STE 200 DALLAS, TEXAS 752042508 UNASSIGNED	1: BLK 31/46 2: PT LOT 6 & PT LOT 7 ACS 0.1022 3: 44.5X100 4: VOL95119/1015 DD061995 CO-DALLAS 5: 0046 031 00600 1000046 031 Deed Transfer Date:

Market Value

Year	Improvement	Land	Total Market	Homestead Capped
2010	\$45,500	\$244,750	\$290,250	N/A
2009	\$45,500	\$244,750	\$290,250	N/A
2008	\$1,000	\$244,750	\$245,750	N/A
2007	\$2,750	\$200,250	\$203,000	N/A
2006	\$2,750	\$200,250	\$203,000	N/A
2005	\$2,750	\$200,250	\$203,000	N/A
2004	\$2,750	\$200,250	\$203,000	N/A
2003	\$25,000	\$178,000	\$203,000	N/A
2002	\$214,990	\$200,250	\$415,240	N/A
2001	\$214,990	\$200,250	\$415,240	N/A

2000	\$185,570	\$200,250	\$385,820	N/A
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Taxable Value

Year	City	ISD	County	College	Hospital	Special District
2010	\$290,250	\$290,250	\$290,250	\$290,250	\$290,250	\$0
2009	\$290,250	\$290,250	\$290,250	\$290,250	\$290,250	\$0
2008	\$245,750	\$245,750	\$245,750	\$245,750	\$245,750	\$0
2007	\$203,000	\$203,000	\$203,000	\$203,000	\$203,000	\$0
2006	\$203,000	\$203,000	\$203,000	\$203,000	\$203,000	\$0
2005	\$203,000	\$203,000	\$203,000	\$203,000	\$203,000	\$0
2004	\$203,000	\$203,000	\$203,000	\$203,000	\$203,000	\$0
2003	\$203,000	\$203,000	\$203,000	\$203,000	\$203,000	\$0
2002	\$415,240	\$415,240	\$415,240	\$415,240	\$415,240	\$0
2001	\$415,240	\$415,240	\$415,240	\$415,240	\$415,240	\$0
2000	\$385,820	\$385,820	\$385,820	\$385,820	\$385,820	\$0

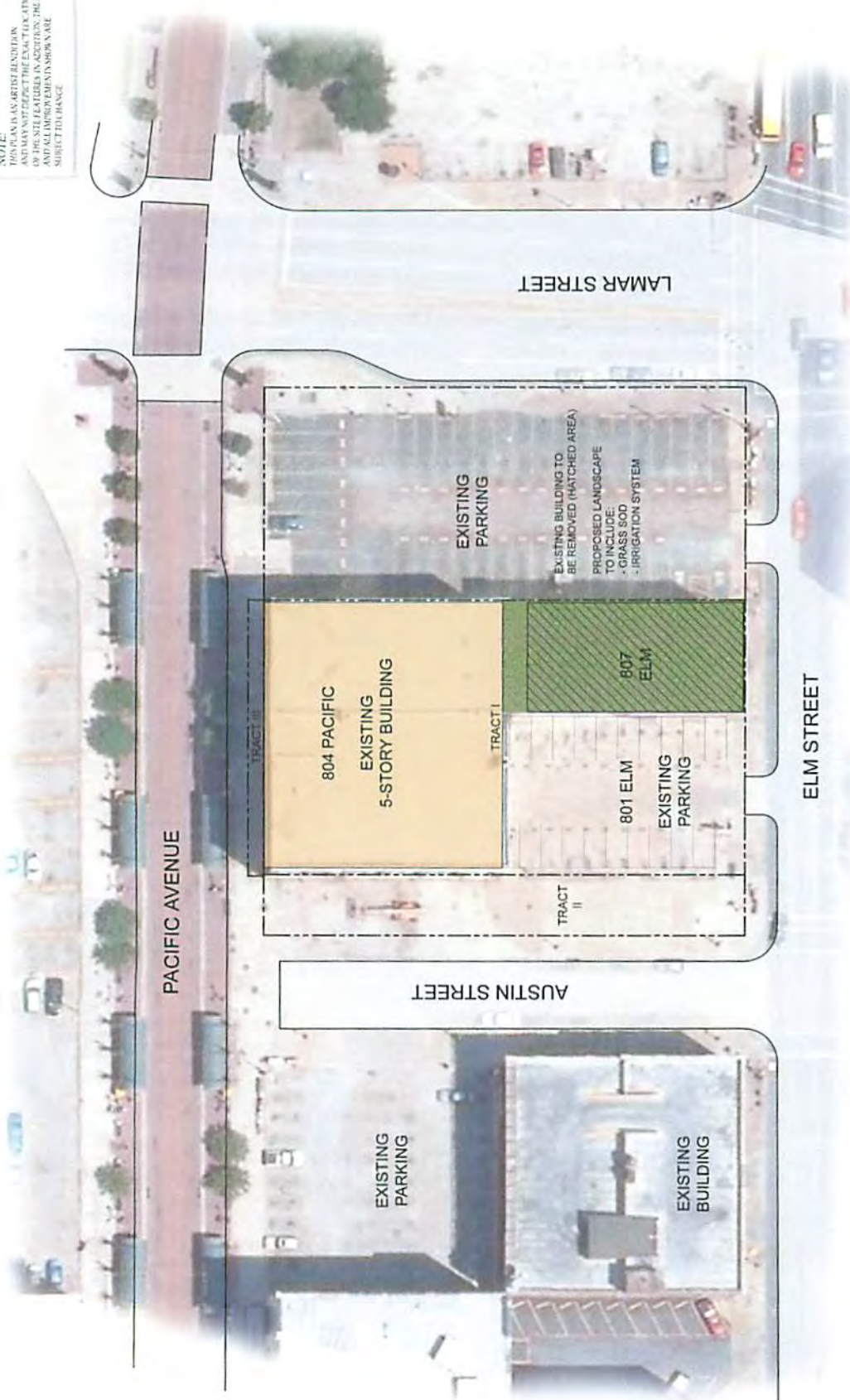
Exemptions

2010	No Exemptions
2009	No Exemptions
2008	No Exemptions
2007	No Exemptions
2006	No Exemptions
2005	No Exemptions
2004	No Exemptions
2003	No Exemptions
2002	No Exemptions
2001	No Exemptions
2000	No Exemptions

Exemption Details History

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NOTE:
THIS PLAN IS AN ARTIST'S RENDERING
AND MAY NOT REFLECT THE EXACT LOCATION
OR THE SIZE OF FEATURES. IN ADDITION, THE PLAN
AND ALL IMPROVEMENTS SHOWN ARE
SUBJECT TO CHANGE.



LAMAR STREET

EXISTING
PARKING

EXISTING BUILDING TO
BE REMOVED (HATCHED AREA)
PROPOSED LANDSCAPE
TO INCLUDE:
- GRASS SOD
- IRRIGATION SYSTEM

804 PACIFIC
EXISTING
5-STORY BUILDING

801 ELM
EXISTING
PARKING

807
ELM

ELM STREET

PACIFIC AVENUE

AUSTIN STREET

EXISTING
PARKING

EXISTING
BUILDING

D2 -
23



**CONCEPTUAL REDEVELOPMENT PLAN
807 ELM STREET, DALLAS, TX**

OWNER: PCB PROPERTIES LLC

HENNESSEY ENGINEERING, INC.

1417 W. MAIN ST. - SUITE 100 - CARROLLTON, TEXAS 75006-6912
(972) 245-9478 - FAX (972) 245-7087

Mr. Taylor Burns
Assistant Vice President
Park Cities Bank
5307 E. Mockingbird, Suite 200
Dallas, TX 75206

August 27, 2010

Re: 807 Elm
Phone: 214-370-4500, 214-616-2940 cell
E-Mail: tburns@parkcitiesbank.com

HE: 64
Fax: 214-548-2518

Dear Mr. Burns:

A structural engineering analysis was performed on the 807 Elm building to review the condition of the structure and the long-term deterioration of the building materials.

The building is a 5-story structure, which has been vacant for decades with resulting distress in the structural frame of the building. The exterior walls are constructed of brick veneer with masonry tile backup. The foundation is constructed with footings on compressible alluvial clays.

An analysis of the foundation shows extensive cracking in the slab with settlement around the heavily loaded columns, which are supported on the footings. The footings have settled with an upward thrust on the slab, creating a cracked condition and elevating the center of the slab several inches above the low points of the columns. The basement walls are cracked with evidence of seepage of water through the walls and degradation of the reinforcing of the walls.

The first floor structural slab is 8" thick with support provided by the round columns, which have capitals directly below the slab. The 3/8" size reinforcing is exposed on the bottom of the slab, which contributes to rusting and no fire protection of the structural frame. The slab is extensively cracked with large cracks occurring at the grid line of the columns and then radial cracks extending out from the diagonals of the columns.

Floor Level 5 indicates a progressive collapse yield line failure of the slab with the higher negative moments around the top of the slab. Progressive collapse is creating a yielding condition forcing additional moment being carried by the weaker underside reinforcing of the slab. A similar progressive collapse condition occurred at the World Trade Center, where the upper floors fell onto the lower floors causing the building to suddenly collapse. The cracks range in thickness from 1/8" to 3/4", which exceeds the allowable tolerance of the International Building Code.

STRUCTURAL

CIVIL

PLANNING

SURVEYING

INDEX OF EXHIBITS

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- LEVEL 2.....EXHIBIT "B.2"
- LEVEL 3..... EXHIBIT "B.3"
- LEVEL 4.....EXHIBIT "B.4"
- LEVEL 5.....EXHIBIT "B-5"

3. SLAB CRACKING DIAGRAMS-

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- LEVEL 2.....EXHIBIT "C.2"
- LEVEL 3..... EXHIBIT "C.2"
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- BUILDING D- SOUTH ELEVATION.....EXHIBIT "D.1"

5. BASEMENT INTERIOR DETAIL-

- BASEMENT INTERIOR COLUMN.....EXHIBIT "E"
- TYPICAL BASEMENT WALL PILASTER....EXHIBIT "E.1"

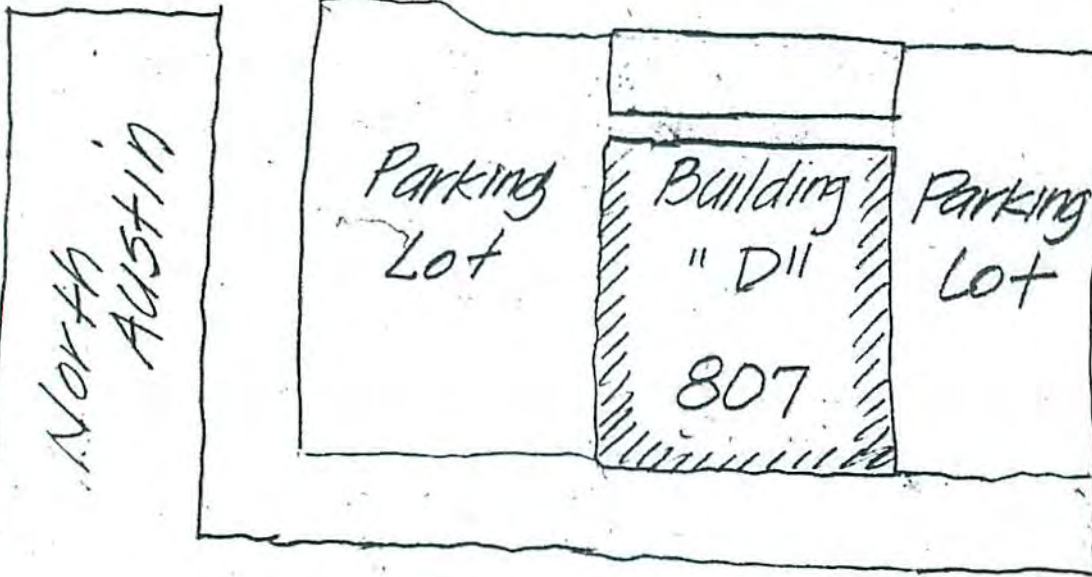
6. PICTURE LEGEND- EXHIBIT "F"-

- SOUTH & EAST ELEVATION___ P1
- WEST ELEVATION_____ P2
- NOTRH ELEVATION_____ P3
- WEST & SOUTH ELEVATION_ P4
- TYPICAL FLOOR CRACK_____ P5
- TYPICAL INTERIOR COLUMN_ P6
- EXPOSED SLAB REINF._____ P7
- FIRST FLOOR LEVEL_____ P8
- TYPICAL SLAB REINF_____ P9
- TYPICAL SLAB REINFORCING_ P10
- CONC. BEAM UNDER SIDEWALK___ P11
- EXPOSED CONCRETE BEAM_____ P12



Pacific Avenue

Dart Rail



Elm Street

SITE PLAN

EXHIBIT "A"

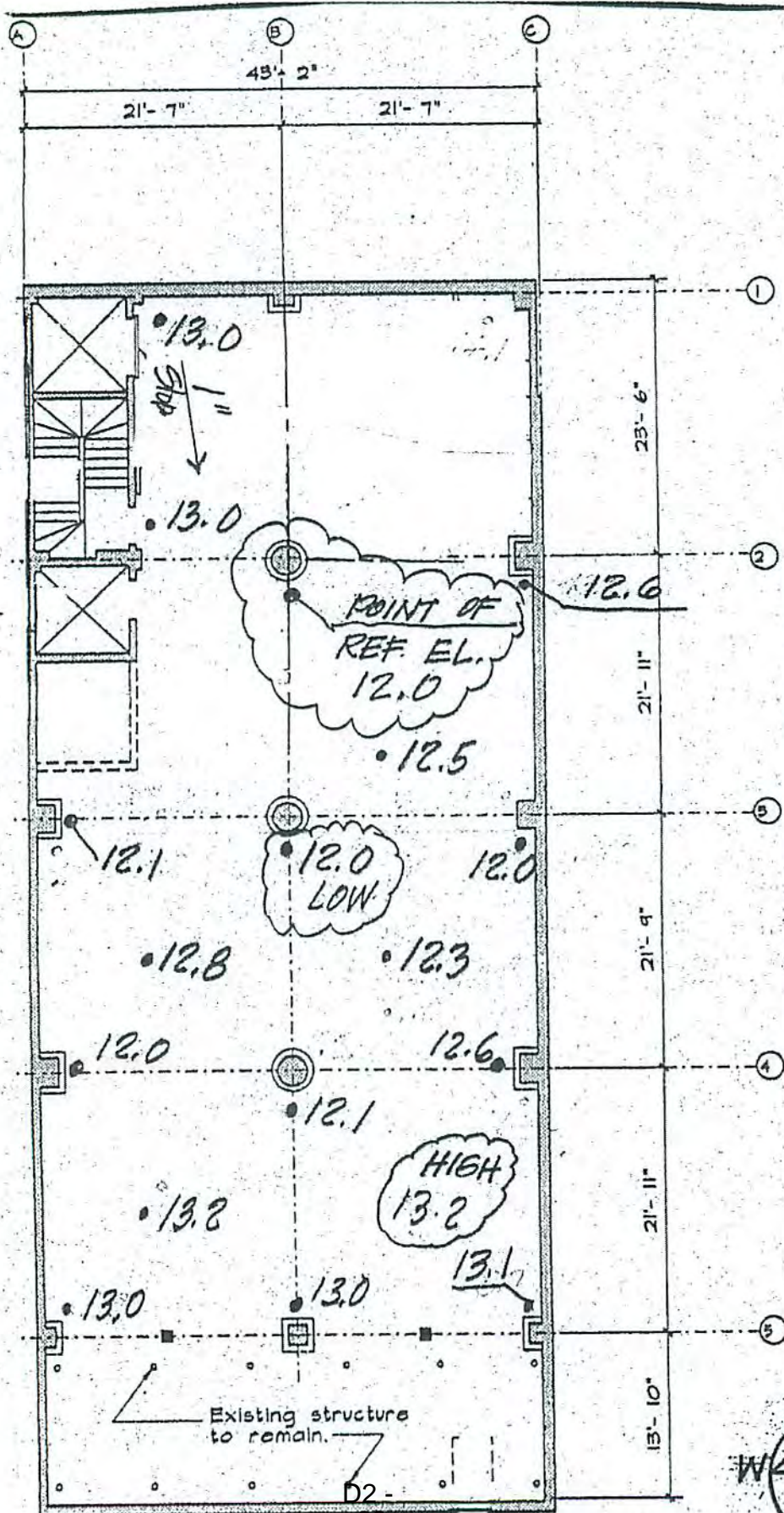


EXHIBIT "B"
 BASEMENT LEVEL
 WATER LEVEL ELEVATIONS



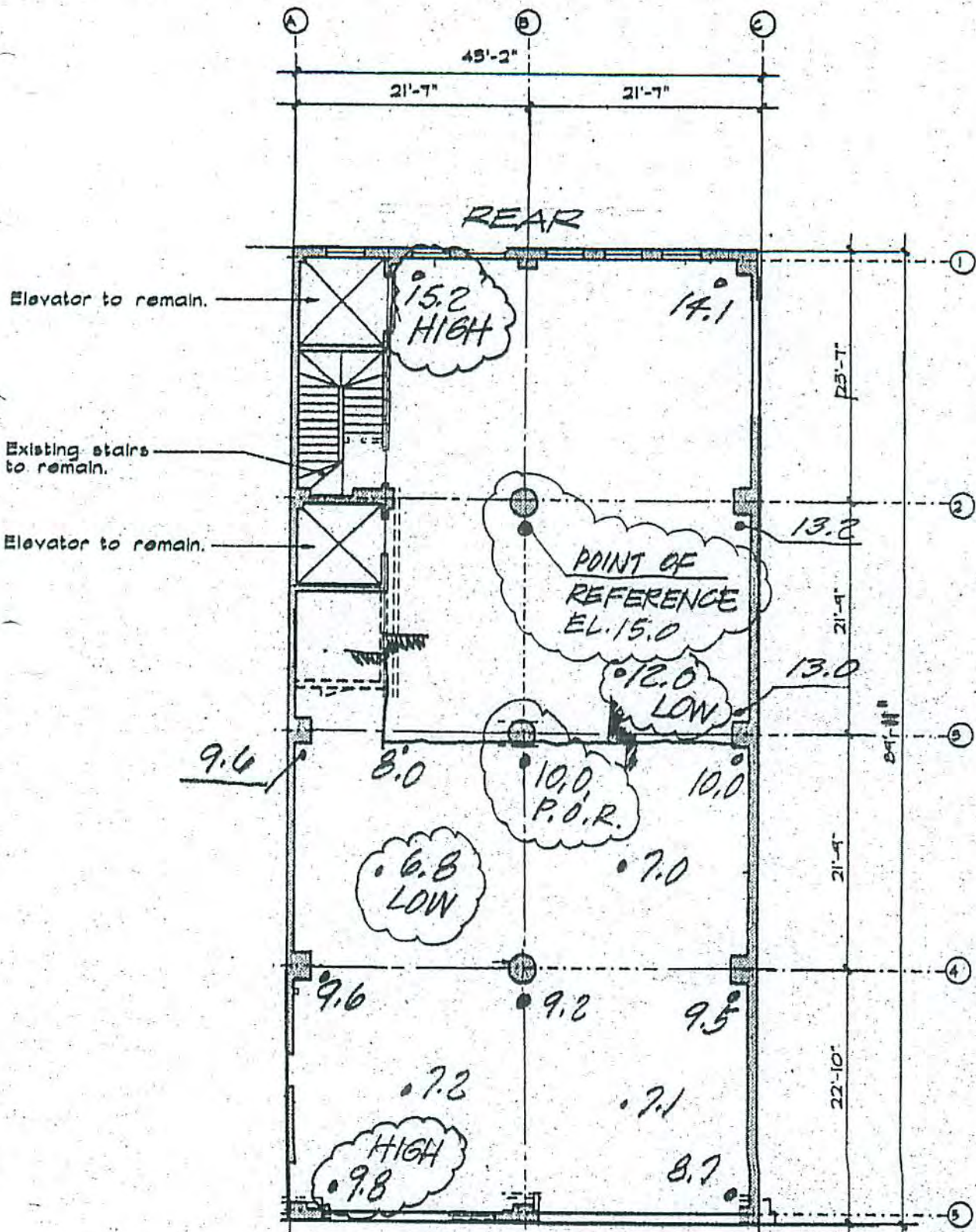
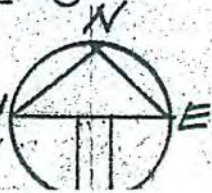


EXHIBIT "B.1"

LEVEL 1
WATER LEVEL ELEVATIONS



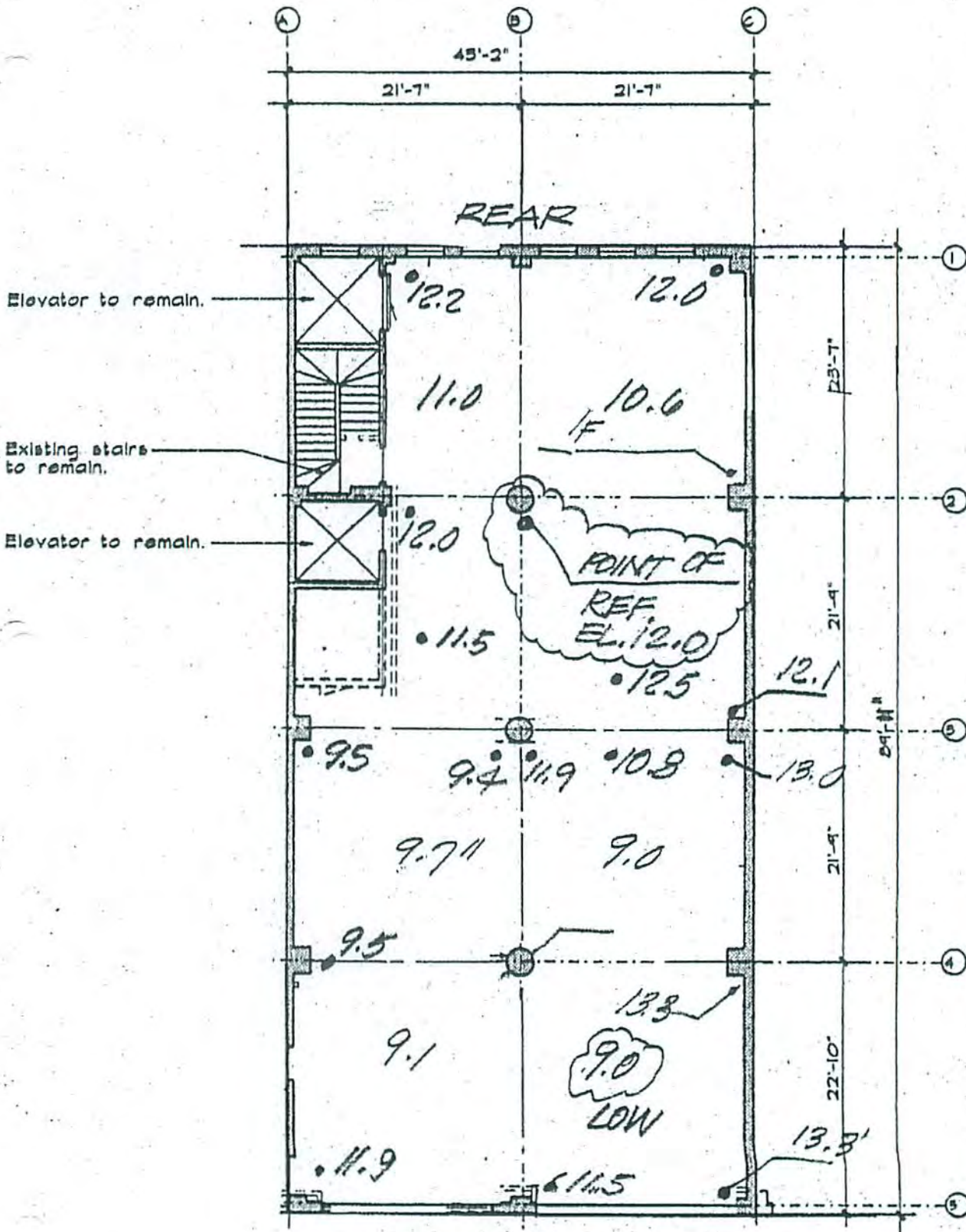



EXHIBIT "B.2"

LEVEL 2
 WATER LEVEL ELEVATIONS W 

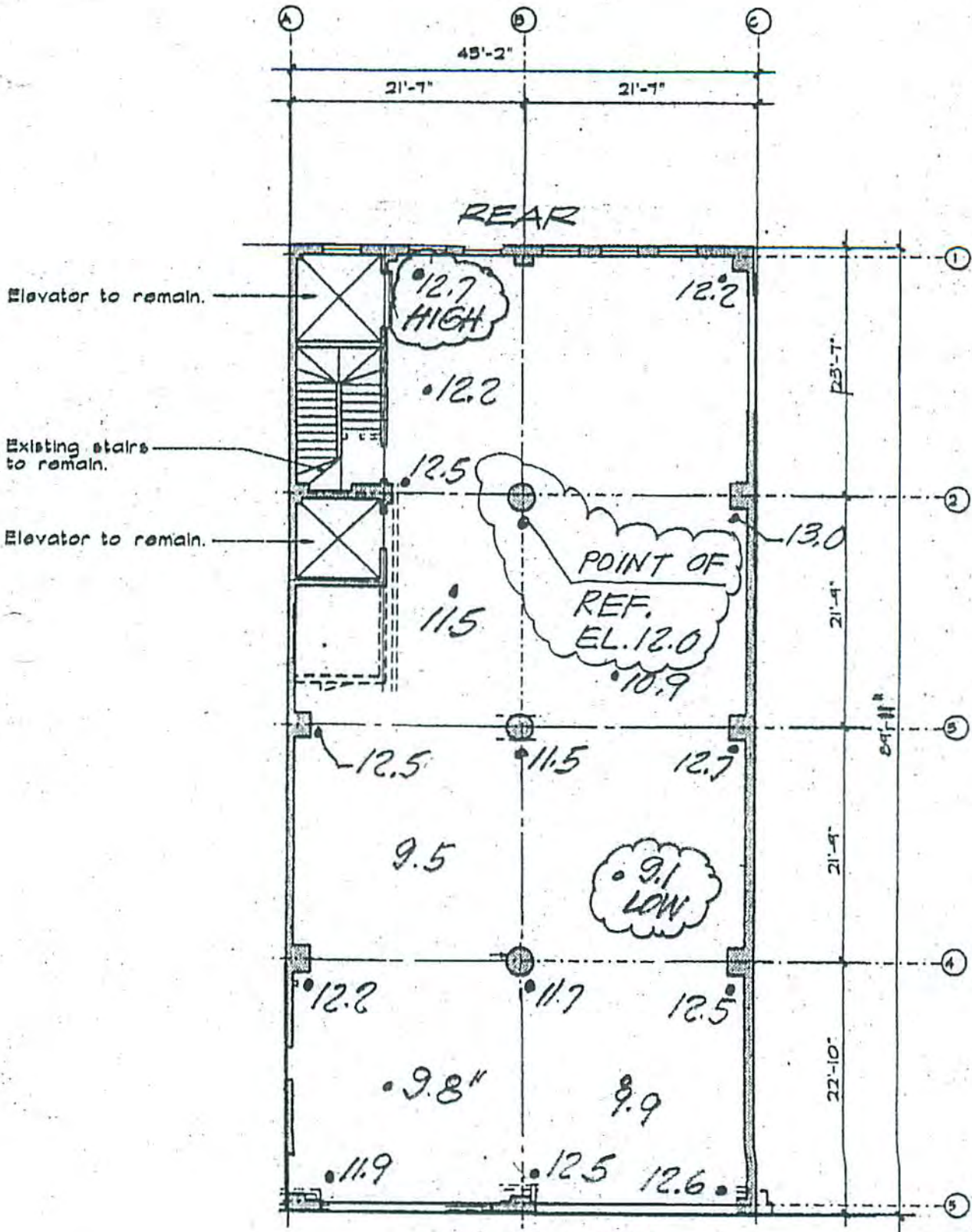


EXHIBIT "B.3"

LEVEL 3
WATER LEVEL ELEVATIONS



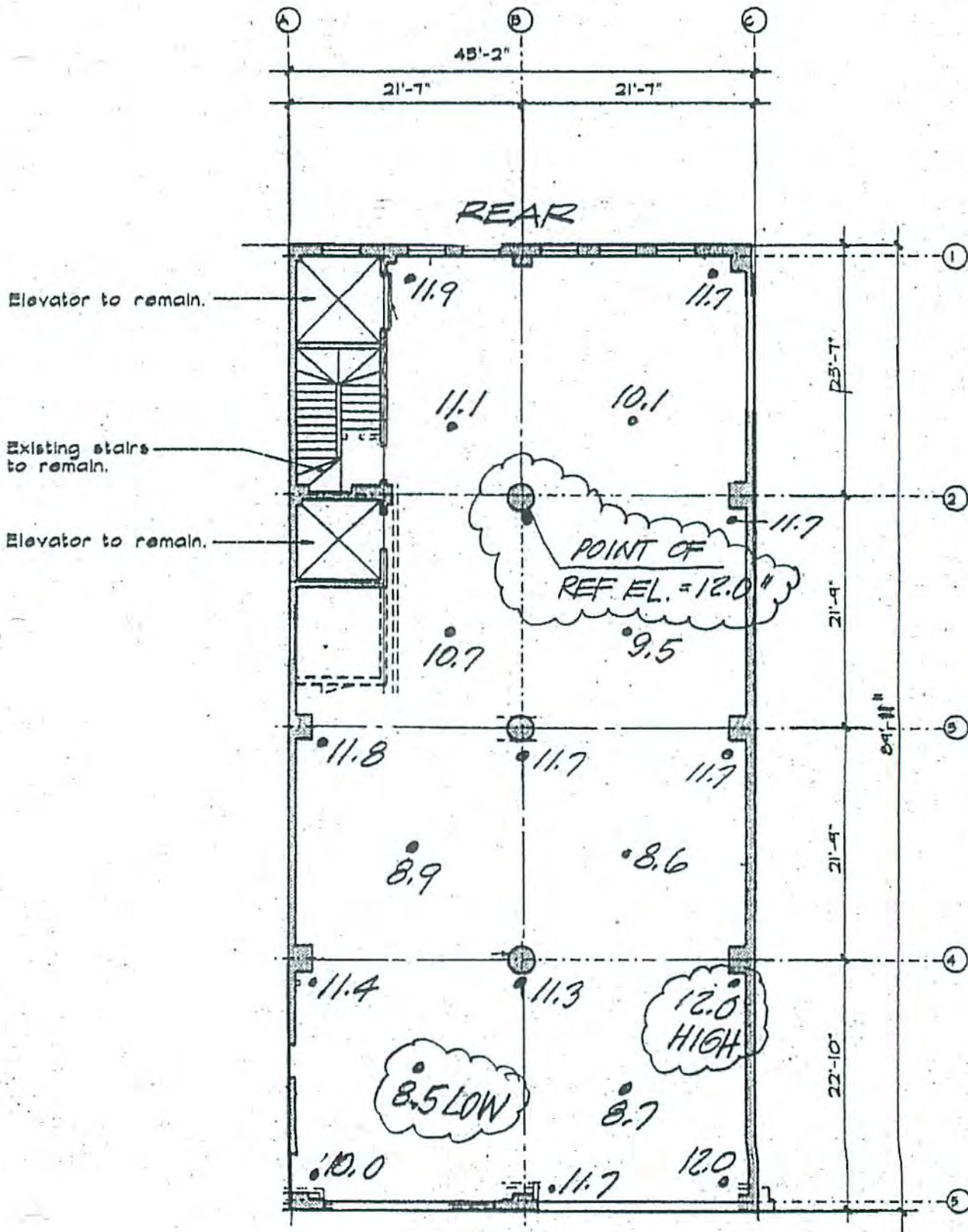
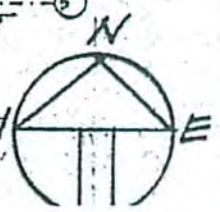


EXHIBIT "B.4"

LEVEL 4
WATER LEVEL ELEVATIONS



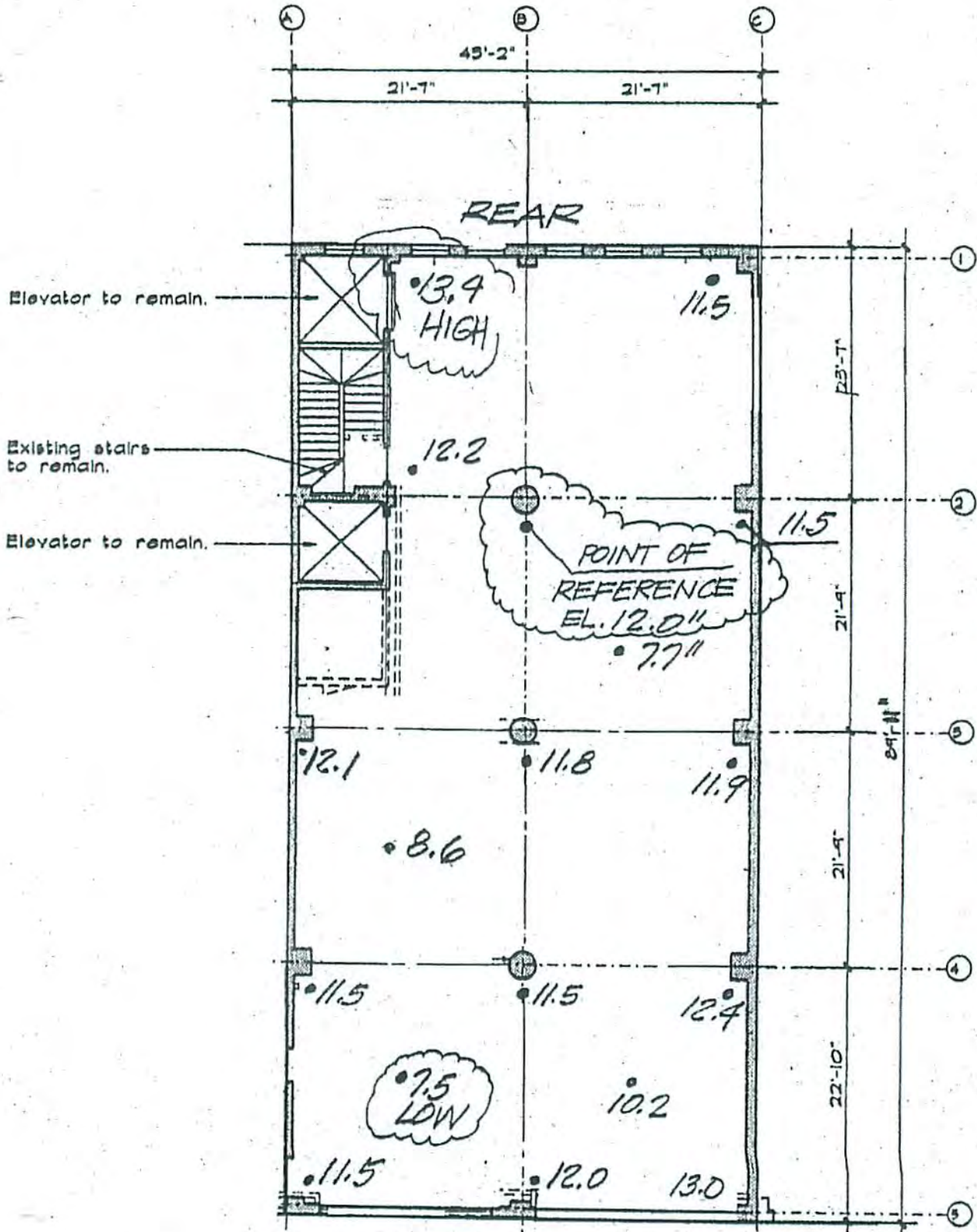


EXHIBIT "B.5"

LEVEL 5
 WATER LEVEL ELEVATIONS
 D2-33
 N
 W E

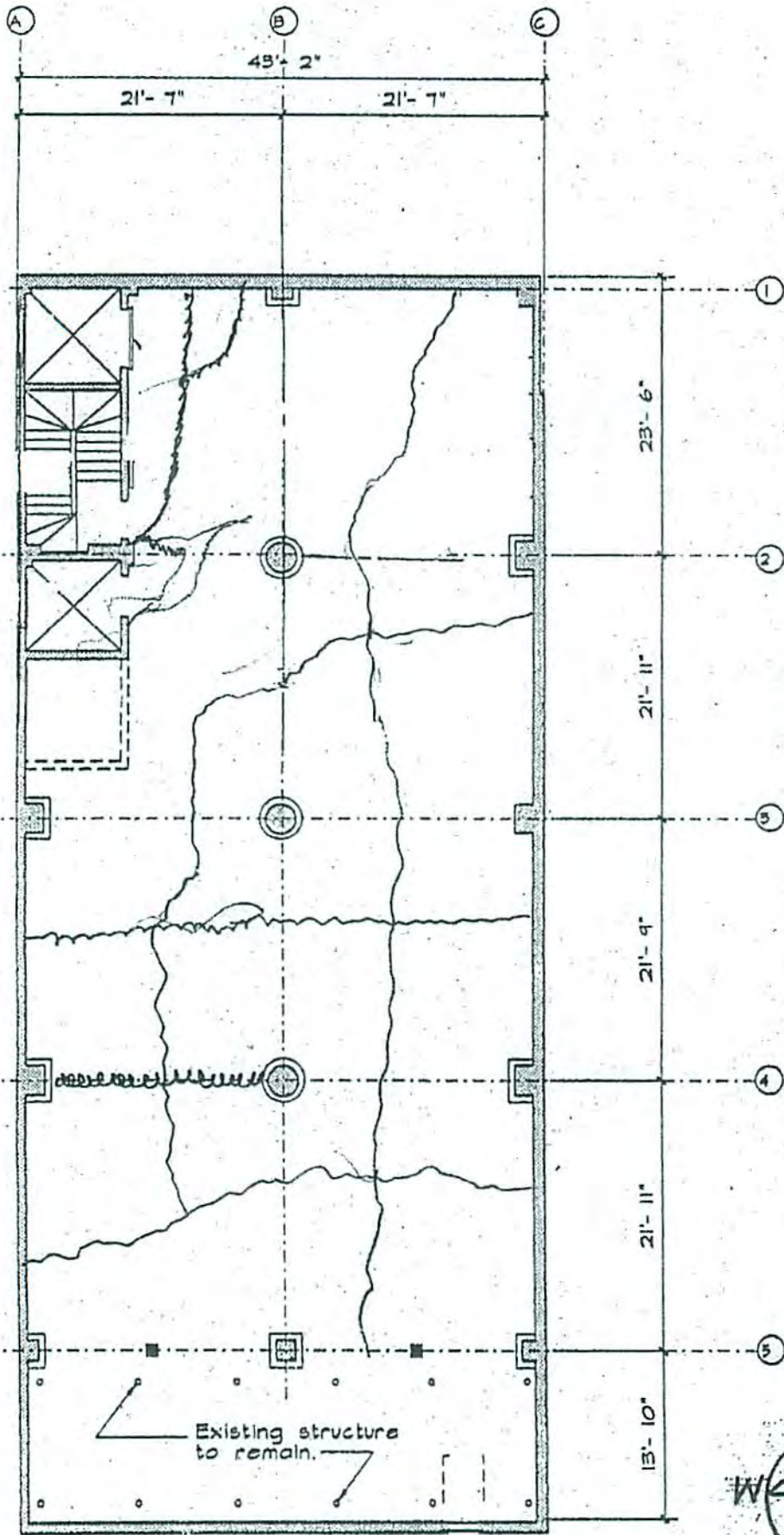
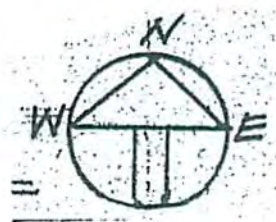


EXHIBIT 11C
BASEMENT LEVEL
SLAB CRACKING DIAGRAM (APPROX.)



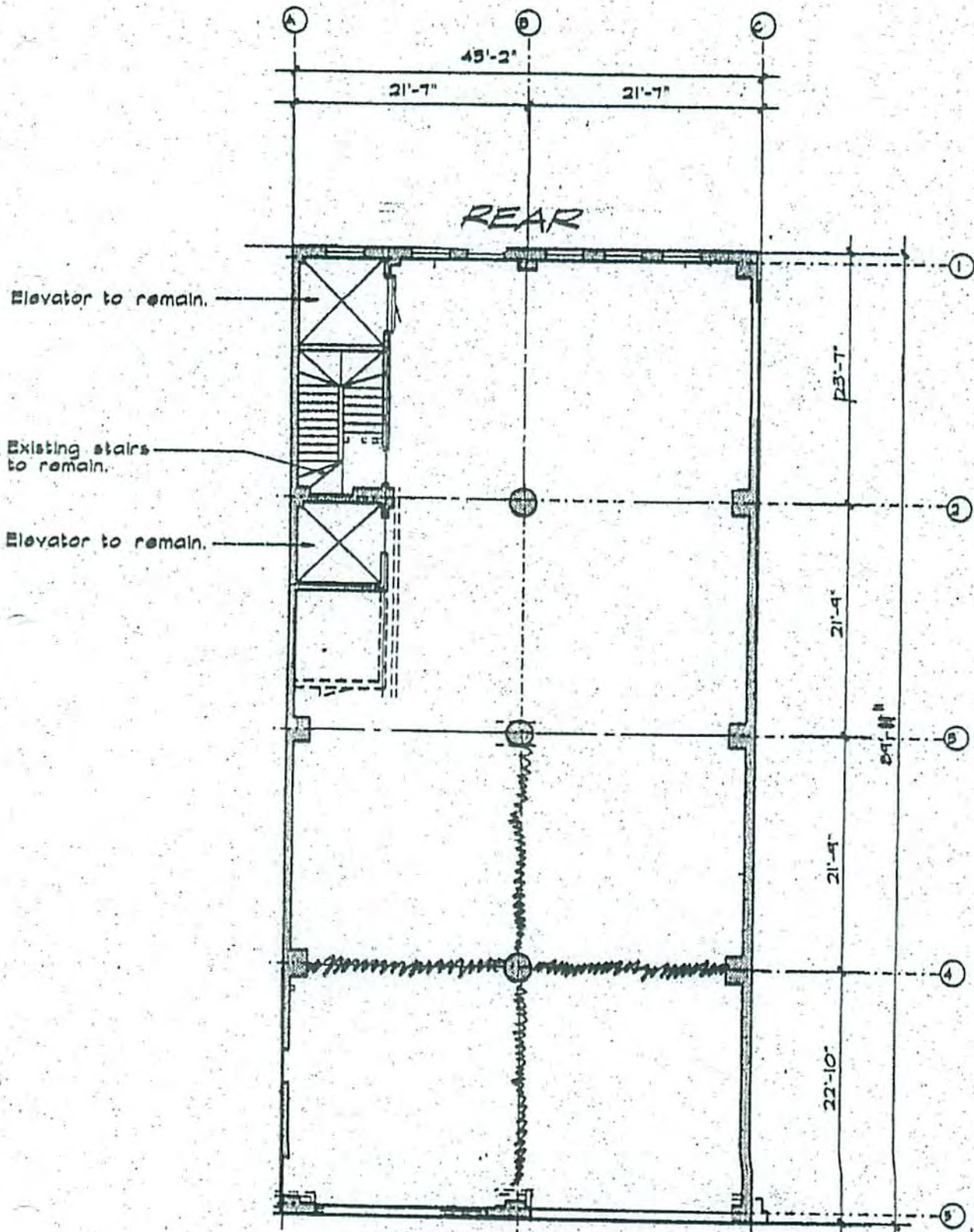


EXHIBIT "C.1"

LEVEL : 1
SLAB CRACKING DIAGRAM



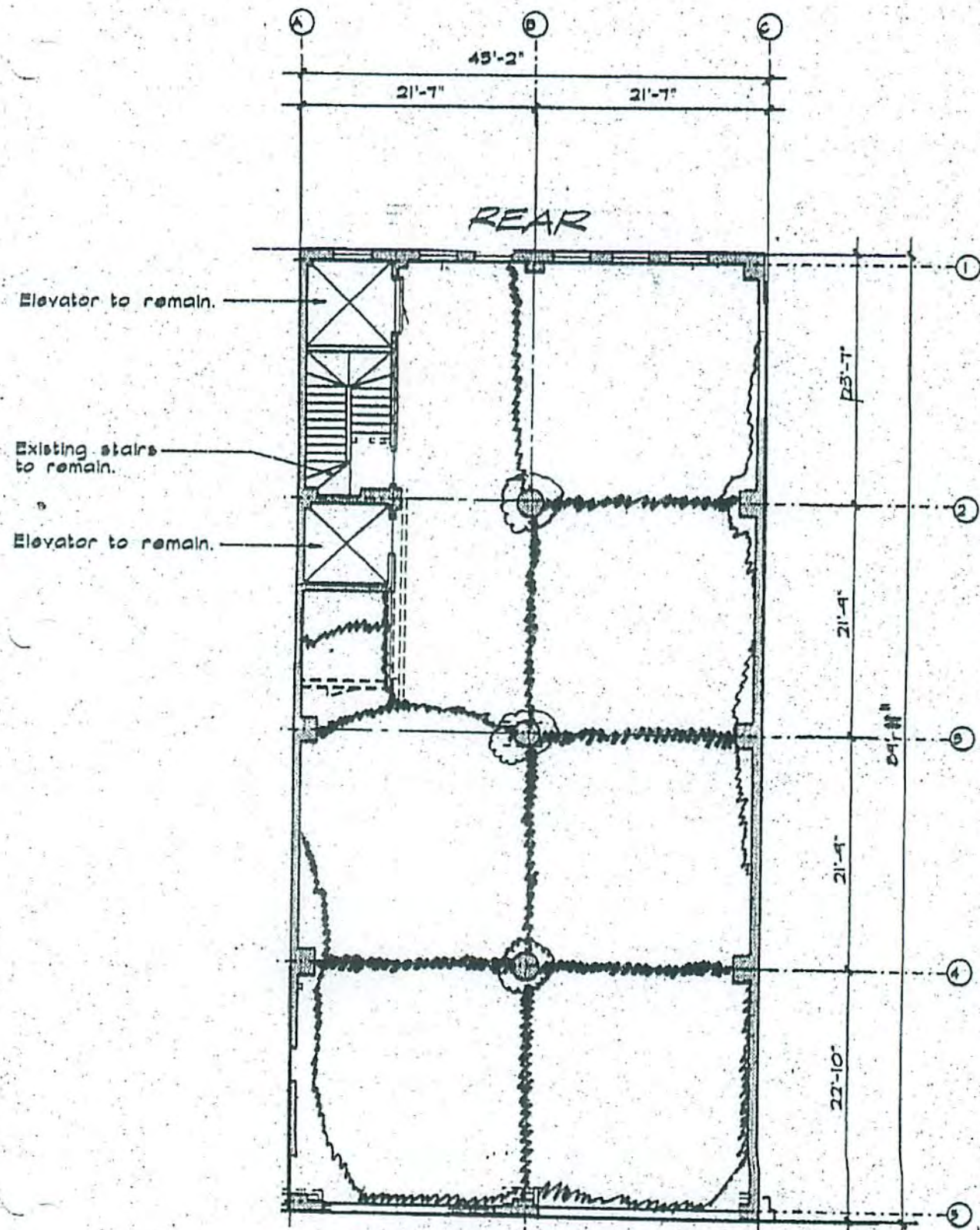
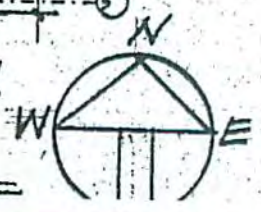


EXHIBIT "C.2"

LEVEL : 2, 3, 4, 5 SIM.
 SLAB CRACKING DIAGRAM



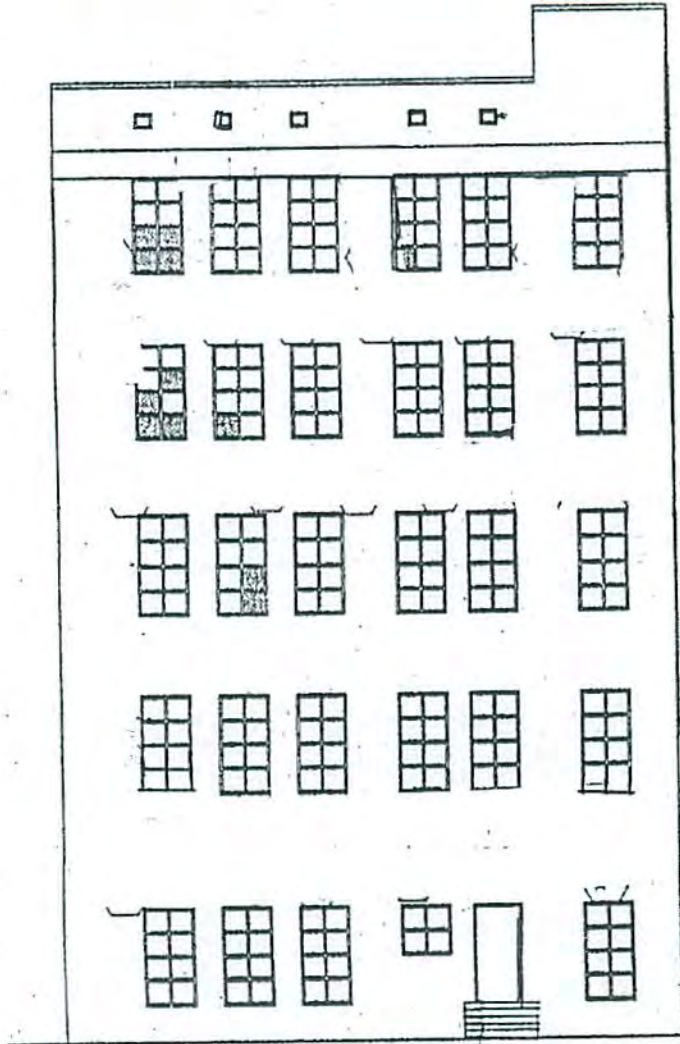
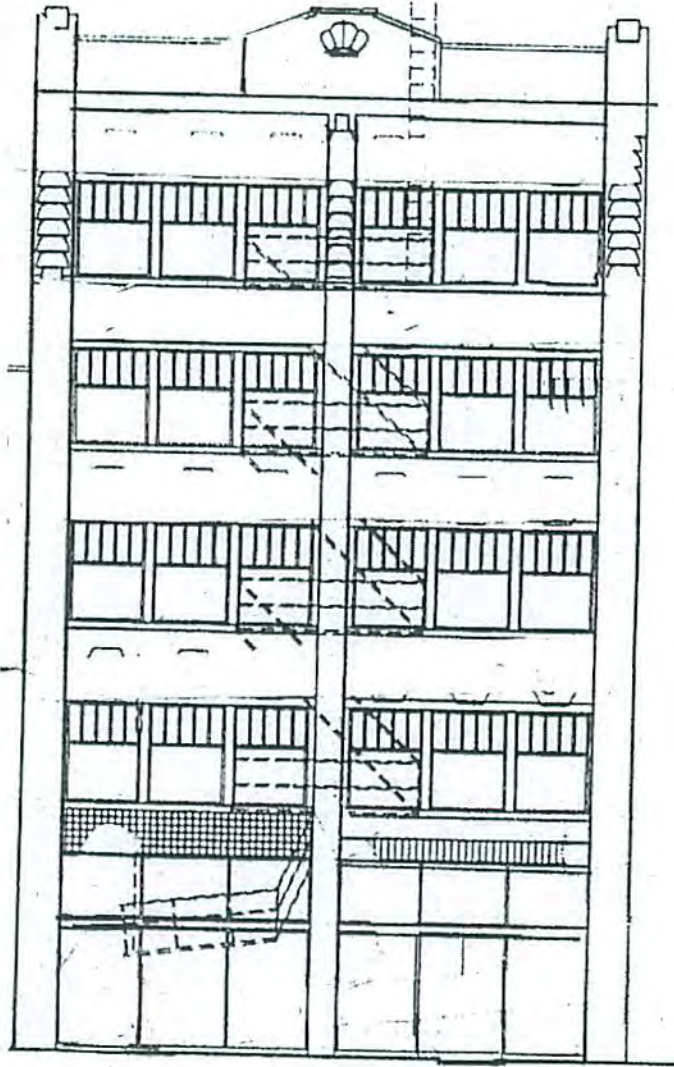


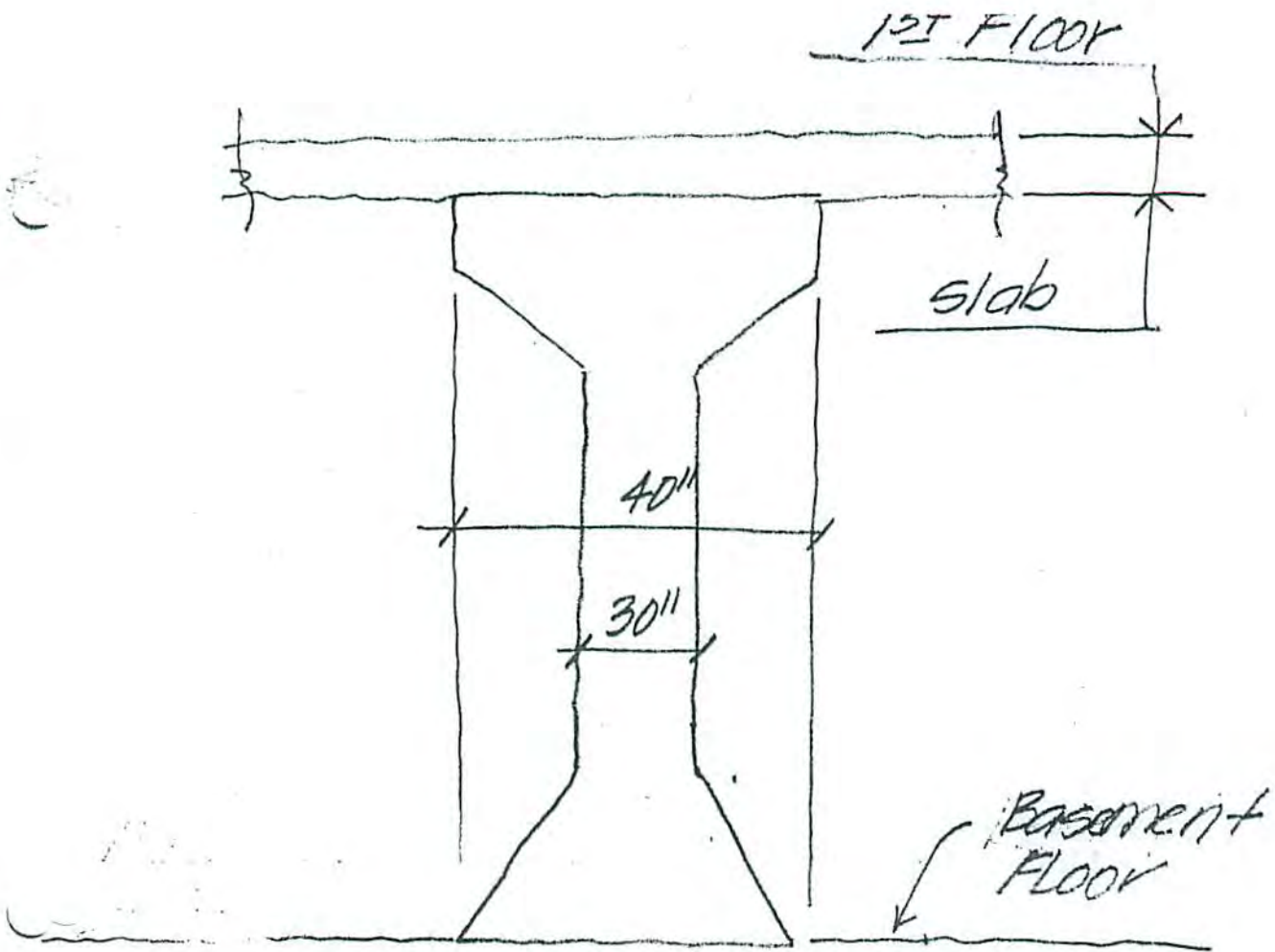
EXHIBIT "D"

Building D
North Elevation

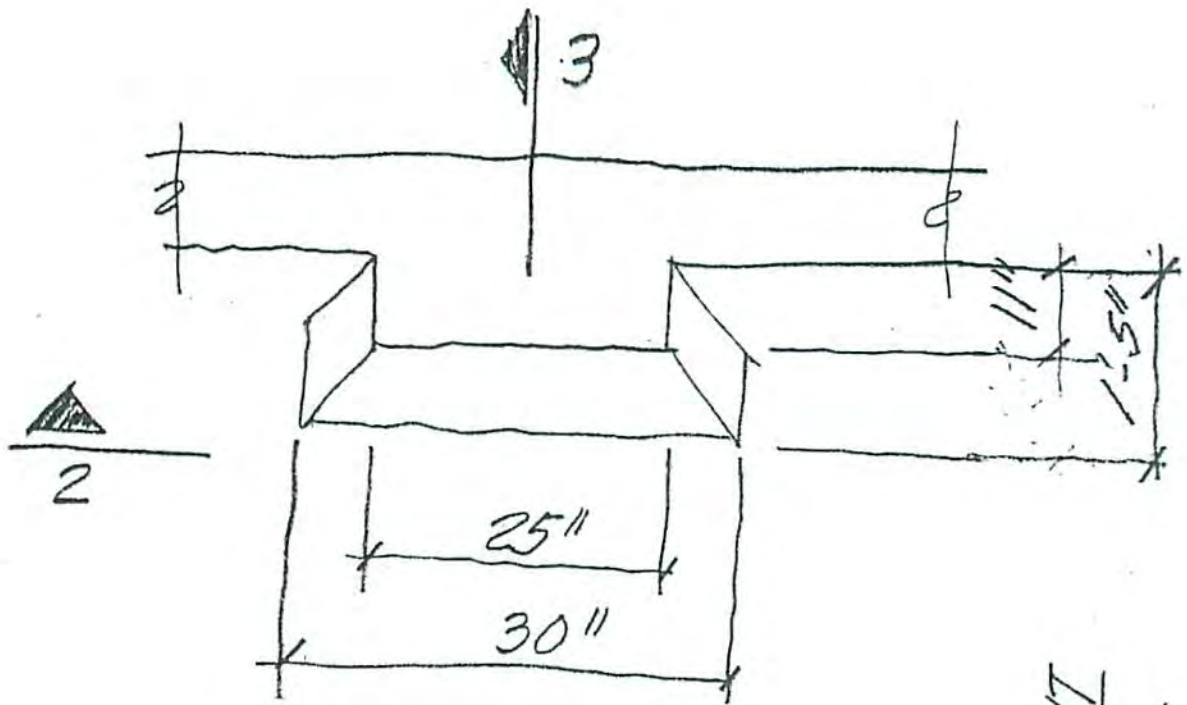
SCALE: 1/8"=1'-0"



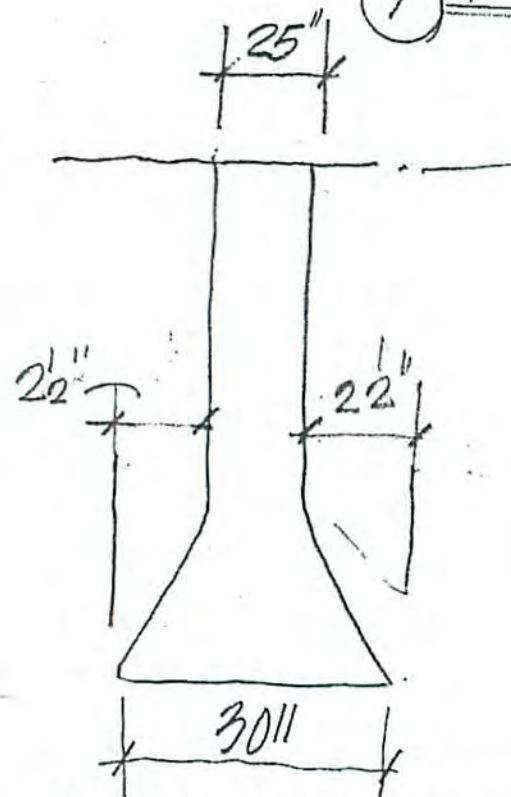
BUILDING D - EXHIBIT "D.1"
SOUTH ELEVATION



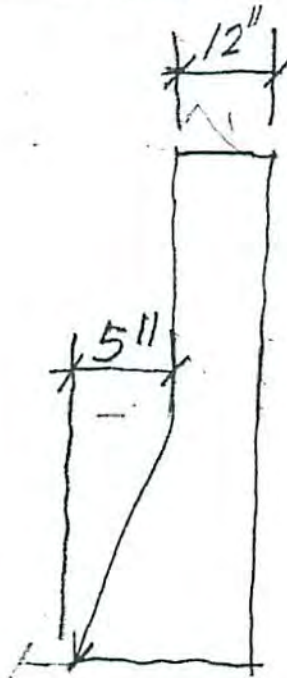
BASEMENT INTERIOR COL.
EXHIBIT "E"



① PLAN VIEW

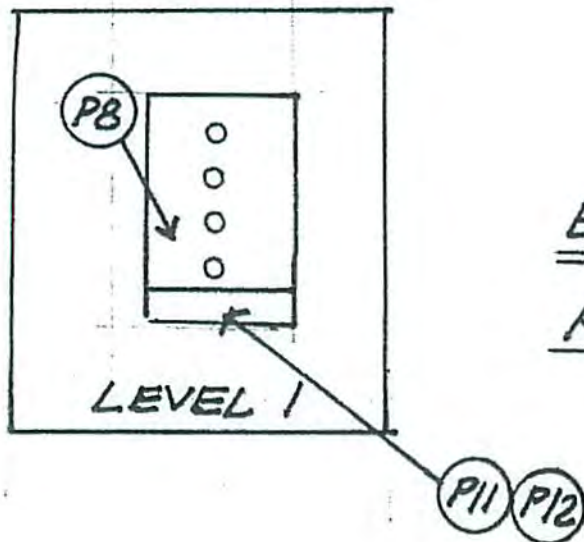
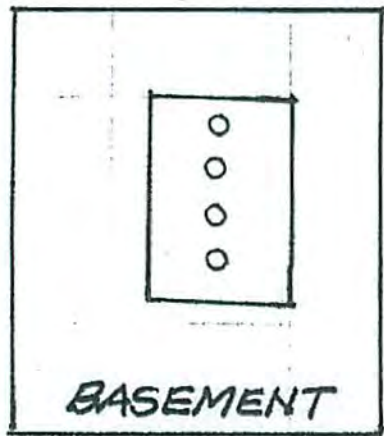
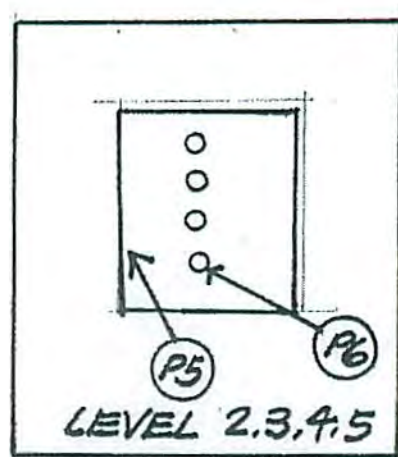
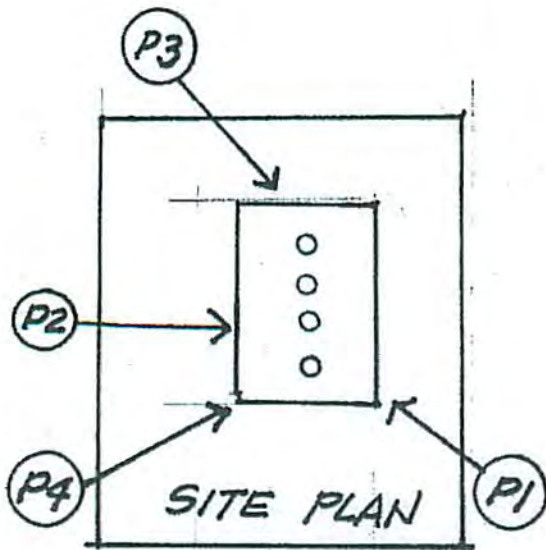


② ELEVATION



D2
40 ③ SECTION

EXHIBIT "E.1"
TYPICAL BASEMENT
WALL PILASTER



- (P7) TYPICAL EXPOSED
- (P9) SLAB REINF.
- (P10)

EXHIBIT "F"
PHOTO LEGEND

EXHIBIT "F"



SOUTH & EAST ELEVATION - P1



WEST ELEVATION - P2

EXHIBIT "F"



WEST AND SOUTH ELEVATIONS – P3



NORTH ELEVATION – P4

EXHIBIT "F"



TYPICAL CRACK - LEVEL 2,3,4,5. - EAST, WEST, AND SOUTH SIDES -P5



TYPICAL INTERIOR COLUMN - P6

EXHIBIT "F"

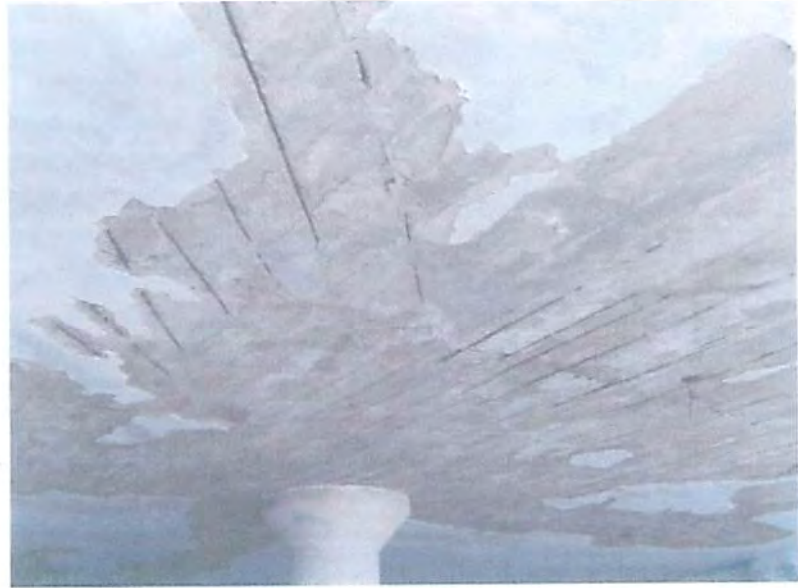


TYPICAL, EXPOSED SLAB REINFORCEMENT. -P7



FIRST FLOOR LEVEL - P8

EXHIBIT "F"



TYPICAL SLAB REINFORCING - P9



TYPICAL SLAB REINFORCING - P10

EXHIBIT "F"



BEAM UNDER FRONT OF BUILDING – P11



NO COVER FOR BOTTOM OF BEAM SUPPORT OF SIDEWALK – P12

HENNESSEY ENGINEERING, INC.

1417 W. MAIN STREET, SUITE 100 • CARROLLTON, TEXAS 75006

Voice 972-245-9478 • Fax 972-245-7087 • E-mail: heneng2@aol.com

PCB Properties, LLC
5307 E. Mockingbird, Suite 200
Dallas, TX 75206

September 29, 2010

Re: 807 Elm
Phone: 214-370-4500, 214-616-2940 cell
E-Mail: tburns@parkcitiesbank.com

HE: 64
Fax: 214-548-2518
cc: smetzger@PMKLAW.COM

Dear Professionals:

On Tuesday, September 14, field testing and engineering coring of concrete was performed on the vacant 5 -story distressed 807 Elm building. Concrete cores were taken at the distressed concrete slab, where years of water penetration, rusted reinforcing, and crumbling concrete has created a large deflection in the slabs. These deflections are in the order of 3" over a span of 20', which indicates the yielding of the remaining reinforcing with large distressed cracking in the concrete to redistribute the excessive floor loads.

The concrete cores show the crumbling of the concrete and the rust decay on the original ½" reinforcing bars. As the reinforcing rusts, the volume of the steel can expand to 10 times its original size, which creates excessive stresses in the concrete causing the concrete to crack, fall off, and expose the reinforcing to more weathering. This also produces the tenuous situation where fireproofing is removed, exposing the reinforcing to excessive heat conditions, which leads to weakness and failure of the building's structure.

The forensic testing shows areas of crumbling concrete and rusting of reinforcing. The cracking of the concrete is caused by the amount of deflection in the slab due to yielding of the reinforcing steel and spalling of the concrete due to expansion of the rusting reinforcing steel. These specific conditions lead to progressive collapse of the slab, which could add additional load onto the slab below and creating an imminent threat to the public safety causing the building to collapse without warning. The thickness of the slab varies from 7-1/4" to 8-1/2" with spans varying to 23'. The excessive 3" to 4" deflections within these spans shows the degree of distress and yielding in the reinforcing.

The building was constructed around 1925 when minimum strength was common within reinforcing bars. The reinforcing was made from steels, which failed to meet the more stringent requirement of structural steel beams or rails at time of production. The basement ceiling, which is severely cracked with rusted reinforcing, extends below the sidewalk of Elm Street creating a dangerous condition.

The core samples show less than 2,000-PSI strength in concrete due to the long-term curing of the concrete matrix, though there is variation in the condition of the concrete and strength. The reinforcing is randomly spaced in some locations with exposure on the bottom surface, then other conditions have 3" of cover on the concrete on the bottom which limits the deflective strength and utilization of the reinforcing.

Floor Level 5 indicates a progressive collapse yield line failure of the slab with the higher negative moments around the top of the slab. Progressive collapse is creating a yielding condition forcing additional moment being carried by the weaker underside reinforcing of the slab. A similar progressive collapse condition occurred at the World Trade Center, where the upper floors fell onto the lower floors causing the building to suddenly collapse. The cracks range in thickness from 1/8" to 3/4", which exceeds the allowable tolerance of the International Building Code.

The large cracks in the slab contribute to the 3" of deflection between the elevation of the support points of the slab at the columns and the centerline elevations of the slab. At the south end of the building on Level 5, the slab has failed, contributing to a nominal 6" difference in elevation over the floor slab. The functional use of the flooring to support normal occupancy loads with acceptable stability is not possible within the existing building due to extensive distress and unsafe conditions.

The masonry walls have deteriorated with long term exposure to weathering, including moisture penetration and expansion of water droplets during freezing conditions. The exterior of the building has common masonry walls along the east and west side of the structure. Deterioration of the adjacent buildings required their removal and the existing masonry shows pockets of distresses around the exterior. Bricks are loose on the masonry, which creates dangerous conditions for pedestrians or vehicles at the ground floor level. The beam pockets and cracks in the masonry allow water to penetrate the interior of the building and the masonry walls, which decays the interior strength of the structure. When freezing conditions occur, the water within the structure expands causing large cracks and additional cracking in the masonry or concrete materials. These exposed conditions have occurred over decades, resulting in increasing distress in the structure.

Weathering has distressed the masonry and deteriorated the mortar joints. In some locations, bricks have fallen from the upper floors creating dangerous conditions for pedestrians or vehicle traffic below. Citizens are aware of previous damage claims by personnel using adjacent property due to bricks and structural elements falling off the building. These distressed conditions are pervasive throughout the building and necessitate the demolition of the building to provide a safe environment for citizens of Dallas

The enclosed exhibits document the deteriorated condition of the building, including the five floors, settling foundations, and exterior masonry walls subject to falling material due to weathering conditions. The attached Godwin report dated September 23, 2010, documents the poor quality of construction and deteriorated unsafe conditions.

Hennessey Engineering, Inc. has extensive historic building restoration experience; including the restoration of the nearby Higginbotham Pearl Stone building, West End Market Place, and historic preservation of County Courthouses. Each of these structures involved analysis of existing conditions, and evaluating the structural integrity of the building for adaptive reuse with historic preservation of the critical elements. Hennessey Engineering Inc. has worked on this building at 807 Elm for over ten years and has witnessed the continuing deterioration of the structure.

After decades of neglect due to deterioration, weathering, and poor economic conditions, the 807 Elm structure and architectural finish of the building falls into an unsafe condition. There have been attempts to restore the building, though in each case, the condition and layout of the building prevents economic use of the structure. The existing conditions prevent a suitable remediation program. The surrounding area would benefit by facilitating improved development of a combined lot, which would enhance the economic conditions and provide desirable commercial space and safety for the citizens of Dallas.

The building has to resist a combination of distresses, including dead loads, live loads, wind loads, settling loads, potential earthquake loads or destructive tornado wind loads. These distress conditions could occur due to the deterioration of reinforcing, leading to progressive collapse by one floor falling and over loading the floor below, with resulting collapse of the entire structure. An analysis of specific slab deflections show that the deflections increase on the higher-level floors due to water penetration from leaking roof conditions over the past decades. These structural deteriorated material conditions lead to a collapsible structure.

There is imminent danger of the structure falling due to gravity forces and wind distress causing destruction of life and property in surrounding areas. Collapse could occur this year or next year or at a future date, depending on the actual loads applied to the building by unusual, though predictable weather and climatic conditions.

Yours sincerely,



Peter F. Hennessey, P.E.
President, TBPE# F-002956



Alan D. Page, B.S.
Project Manager

PFH/ckk
HE/Cyndi/2010/J0064Letter2-C complete
Enclosures



GODWIN CONSTRUCTION L.L.C.
General Contractors

PCB Properties, LLC
5307 E. Mockingbird Suite 200
Dallas, Texas 75206
FAX 214 370 4501

September 29, 2010

REPORT: 807 Elm
Core Sample Report

We have taken the requested concrete core samples and made site measurements of the slab failures. We have observed the causing conditions to prepare a report of our findings.

We met on site with Alan Page of Hennessey Engineering Inc. for the sampling purposes. We collaborated to decide on the locations of the tests to be taken of the concrete and masonry. We readily agreed on the methods of the initial location selection and on the extent of the succeeding tests as the results became known.

This 5 story building was built around 1925.

The remaining parts of the passenger elevator doors and cage enclosure are both of the typical early elevator design. The floor door is wire glass in a steel sliding frame. The cage door is an open grate parallelogram horizontal-collapse style. An operator was required to operate the motor rheostat and the door for passengers. The single interior stairway has a partial spiral tread design that is not in compliance with any locally adopted code that I know.

The freight elevator remnants also show no recognizable signs of an emergency brake on the track guide. The floor doors are sliding fire doors. Stair doors are wood. Windows are wood in wood frames with weighted rope counterbalances. All of this is even further evidence that the code was not strongly enforced.

It is unlikely that the upper floors of the building have been approved by the city for occupancy in many years. There are so many violations of even the old SCBC code requirements that recent legal use is not evident.

Discussions of the causing factors of the floor fractures led us to study the exterior in more detail than originally intended. Using telescope optics, we found that some of the westerly adjoining building brick wall remains are not visibly secure at the 5th floor. Further, the ground floor brick wall remains are poorly supported by their remaining mortar operating in tension. Both ends of the remaining west wall structure are similarly exposed and succumbing to incremental failures. Recovered mortar samples can be scratched with a fingernail to show easy separation of the sand from the mortar body. This wall is actively unsafe and commands removal by even casual observation.

The first sign of a progressive building collapse is clearly evident. That is the series of cracks near ALL of the floor bearing points. I tested enough of these cracks to convince myself that they are not simple "temperature" cracks, but structural failures in tension, aggravated by the extensive spalling of the concrete under-side embedment of the rusted reinforcing bars. These bars are both 5/8" square twisted and plain 1/2" diameter steel. Recovered twisted bars were rusted to leave as little as 1/8" of steel. Many of the exposed plain rebars are rusted to a cross sectional reduction of 1/3 of the material. Of course, there is no reinforcement value to the concrete where the steel is rusted.

The overlay of concrete on the rear portion of the first floor hides the certain crack pattern in that area. However, I note that every single bearing point on each of the stories is accompanied by an open crack along the supporting element without any significant offset space. I am certain that the failure pattern also exists in that hidden area. Note that the crack pattern is circular at the building corners where the perpendicular supports brace each other against twisting a little. This would be expected to cause the fracture corner to be circular.

The cracks at the columns occur directly at the outer perimeter of the monolithic capital. There is so little variance in the pattern perfection that variations are expected to be of the aggregate size. Cracks between column capital perimeters are generally so straight that tension failure at the line of contraflexure is certain.

Many of the lower bars of the slab are exposed by the extensive spalling. I conclude that temperature movements over the years has spalled the unusually (code violating) thin concrete embedment to offer no adhesion of the concrete to the reinforcing steel at these areas. The thick rust indicates well aged exposure of the steel. There are no signs of water coming from above. Hence, one must conclude that the spalling is an old condition. The exposed steel simply acts as a "clothes line" to support the slab pieces. There is no wonder that the floor is so sagged at the center of each panel.

We can see that some of the exposed reinforcing bars are bent in unusual randomness to probably redirect the course of a crack as observed. The crack patterns are so classic as to be conclusive that the weight of the floor and any stored goods and traffic is only supported by shear in the reinforcing bar that occurs in workable lengths over the capitals and perimeter beams.

I stress the working length of the reinforcing steel because the visible bars are not deformed as is commonly used in concrete that was placed after the 1940's era. Our core samples revealed the existence of some twisted square steel bars in the lower portion of the pour which would be expected to offer more contribution to the tensile value of composite concrete if it truly bonded to the steel. A single core sample revealing deformed steel showed absolutely no adhesion of the concrete to the steel. Further, 3 of the 4 examples of plain un-deformed steel bars showed absolutely no signs of concrete adhesion. One sample did show normal concrete adhesion. That is not enough percentage to expect anywhere near a working structure.

Prior measurements by Hennessey Engineering, Inc. showed significant sagging of the concrete floor panels. These panels are roughly 22 feet square. Thus some 400 square feet of the slab is hanging from the embedded steel that is inside of the support crack areas. For our crew's safety in taking the samples, I calculated that there is enough area of embedded bar to hold the weight in shear. I still wonder if there is enough tension strength in the concrete below the bars to support the 32000# dead load of a floor panel for a further extended time.

Most of the cracks can be penetrated by pen knife probing from above the slab after the dirt is blown out. I note that the ceiling does not display the compression marks below the floor cracks. I am certainly experienced enough in supporting failed structures to conclude that the floor areas between the column and beam supports will be the first areas of collapse as age continues to affect the highly visible deterioration of the underside of the slab.

Any added loads, occupancy movements or even large wind and temperature activity will eventually reduce the bond of the concrete to the steel and to itself to cause the concrete to continue to spall. Even if the roof and windows are kept weather tight, this present structural failure can be expected to progress to produce failures of larger chunks of concrete. The usefulness of the building is negated by the first sign of such deterioration.

I elected to discontinue my personal and crew risk after making those observations. I cannot say when the first occurrence of collapse will occur. I can not envision a repair. Vacant use of the building may be questionable. Any active use of the building would increase the indeterminate risk.

Note that the roof and floors remain fairly parallel at each floor level. However, they all similarly slope to the front. The construction tools were far less sophisticated in those days than they are today. Foundation construction was far less developed than today. Moreover, expected accuracy was much less important to the builder of that era than today.

The uncontrolled lower rebar embedment on every floor gives logical rise to the conclusion that quality control was inadequate in the construction of that building. This further supports my fear that the floor panel reinforcing does not adequately span the capitals to provide sufficient laps to develop the full strength of the reinforcement. Hence, the round column capital floors would be cracked directly under the capital perimeter as they are.

The floor thickness measured at our core holes show some significant variations that are not explainable except for lack of supervision or care. The floors are not trowel finished so I suspect that the finish design was based on a covering of wood flooring. There are signs of that at the one example of bath floor finish.

My conclusion is that the building has settled quite slowly to the front. The rate of settlement is indeed slow. I would expect the entry door to show signs of that settlement. However, upon investigation, I find that the basement runs under the sidewalk as was

common for that era. There was surely a freight access door for street deliveries. There was commonly a bottle glass pavement section for basement illumination. That whole structure has long since rotted. Steel supports have been added. The concrete beams are significantly deteriorated and will surely continue in my expectations of further deterioration. Dampness has accelerated the under-walk structure deterioration as I expect to occur in the main building with its aging process.

Observations showed that the columns are not well constructed, but reasonably plumb. We paid special attention to the locations where the plaster finish coat has spalled to see if there are signs of cold joints or induced failure. There were modest signs of cold joints, but none of failure.

We found that the concrete core samples from the floor would not withstand more than 3 or 4 inches of core depth sawing before breaking. We saved them as being typical; of the concrete used in the columns. The broken samples clearly demonstrate the typical weakness of the concrete in tension and in shear. In conclusion, I see no reasonable way to salvage the building.

Thank You,

B.C. Godwin

cc: Hennessey Engineering, Inc.

Hen 5025 R5

DISTRESSED BUILDING PICTURES

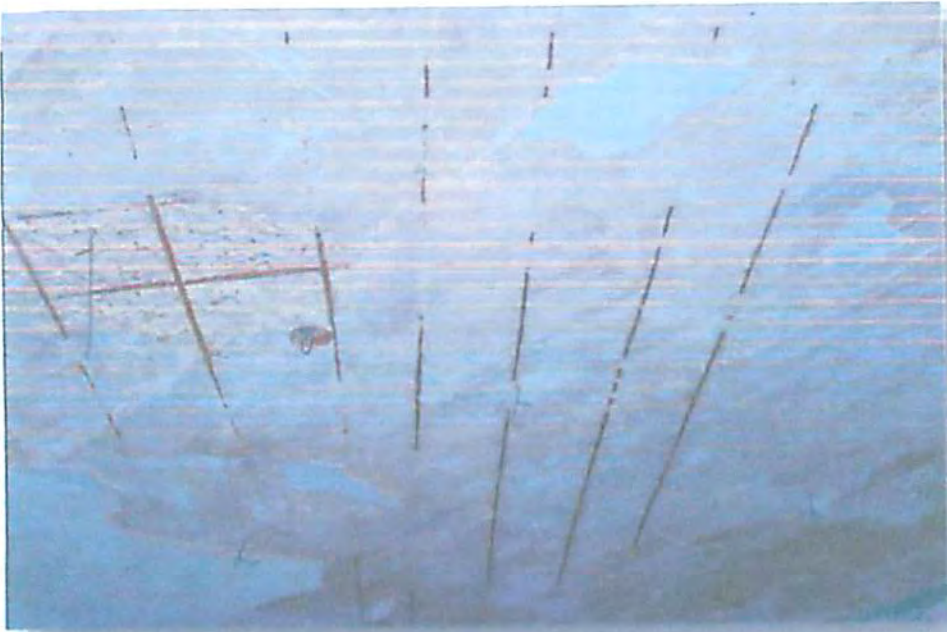




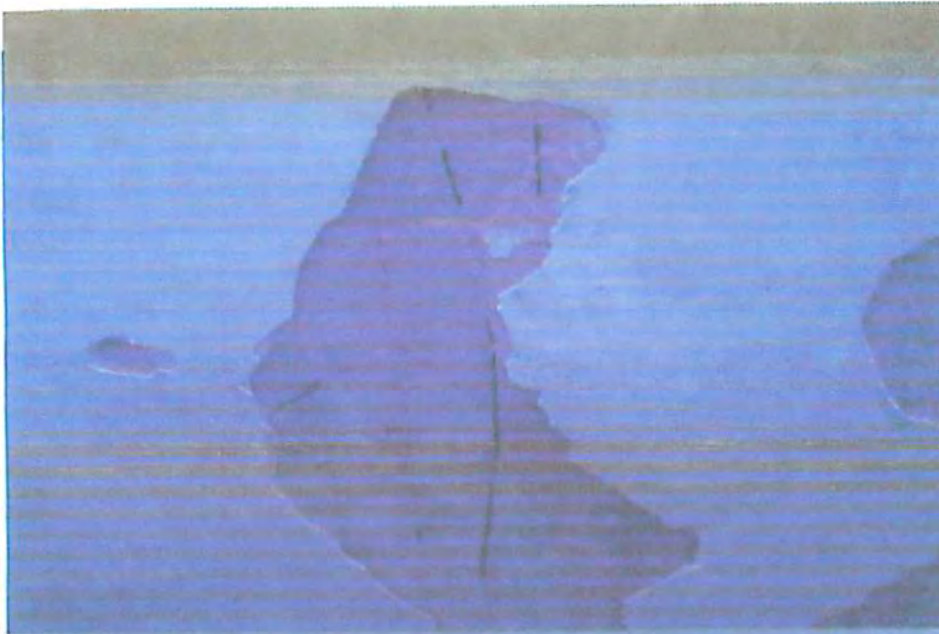
1. SECOND FLOOR SLAB REINFORCING.



2. 2ND FLOOR "FIRST FLOOR CEILING" TYPICAL.
AND RUSTED REINFORCING



3. 2ND FLOOR "FIRST FLOOR CEILING" TYPICAL.



4. SECOND FLOOR CEILING.



5. TYPICAL CRACKS, FLOORS 2-5.



6. TYPICAL CRACKING AT COLUMNS, FLOORS 2-5.



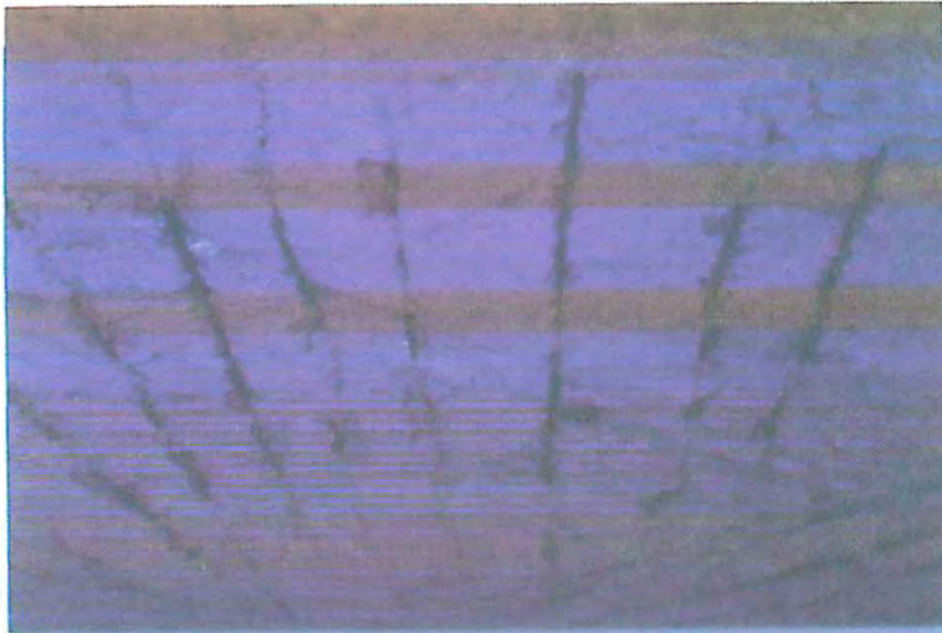
7. TYPICAL AT FLOORS 2-5.



8. TYPICAL AT FLOORS 2,3,4,5 WITH
MANY SLAB CRACKS



9. 3RD FLOOR WITH TYPICAL LARGE CRACKS



10. TYPICAL, FLOORS 2-5.



11. TYPICAL, FLOORS 2-5.



12. SOUTH WEST CORNER OF BUILDING



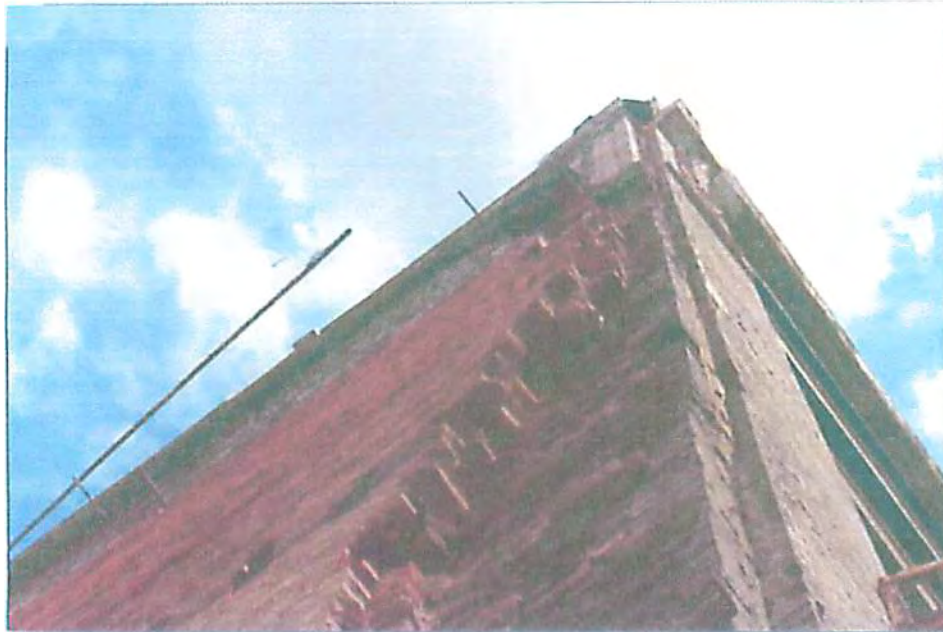
13. S.W. CORNER OF BUILDING



14. N.W. CORNER OF BUILDING



15. S.W. CORNER OF BUILDING, BROKEN MASONRY & LOOSE MORTAR



16. WEST SIDE OF BUILDING



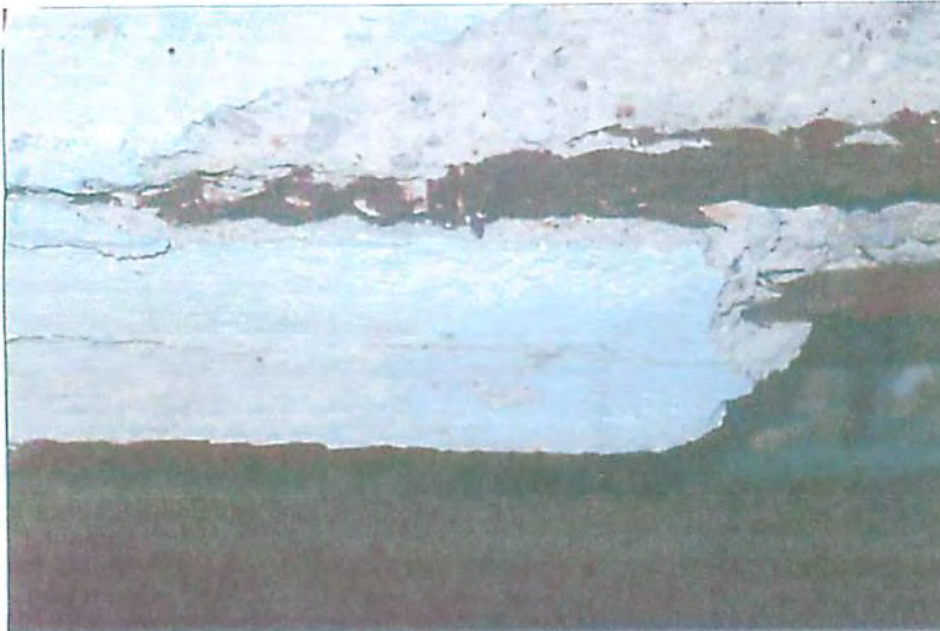
17. BEAM UNDER SIDEWALK.



18. SLAB REINFORCING UNDER SIDEWALK.



19. SLAB AND BEAM REINFORCING UNDER SIDEWALK.



20. BEAM UNDER SIDEWALK, MISSING CONCRETE AND WEAKENED RUSTED REINFORCING



21. BASEMENT, WEST WALL WATER BUILD-UP.

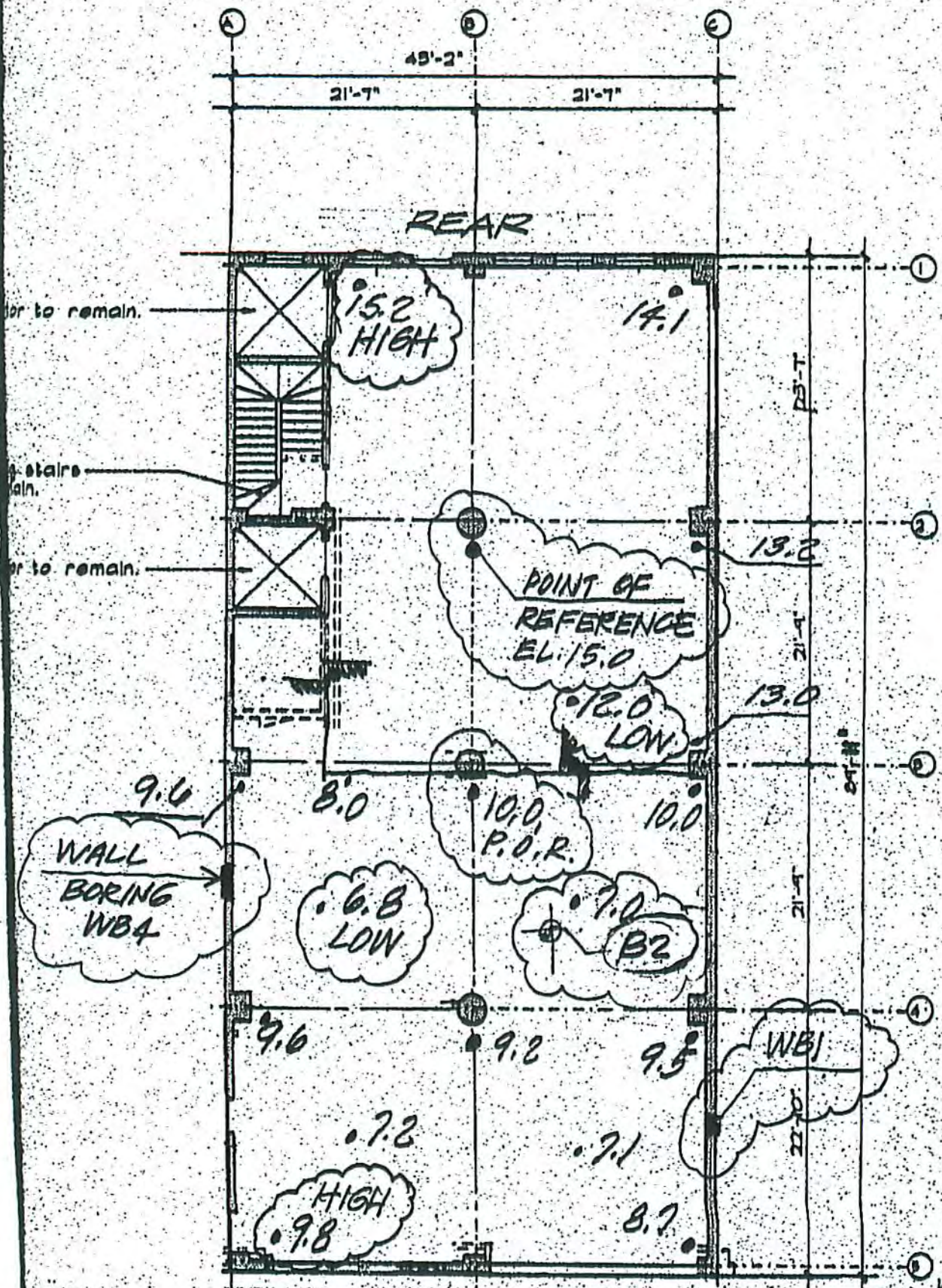


EXHIBIT B.1

LEVEL 1
WATER LEVEL ELEVATIONS



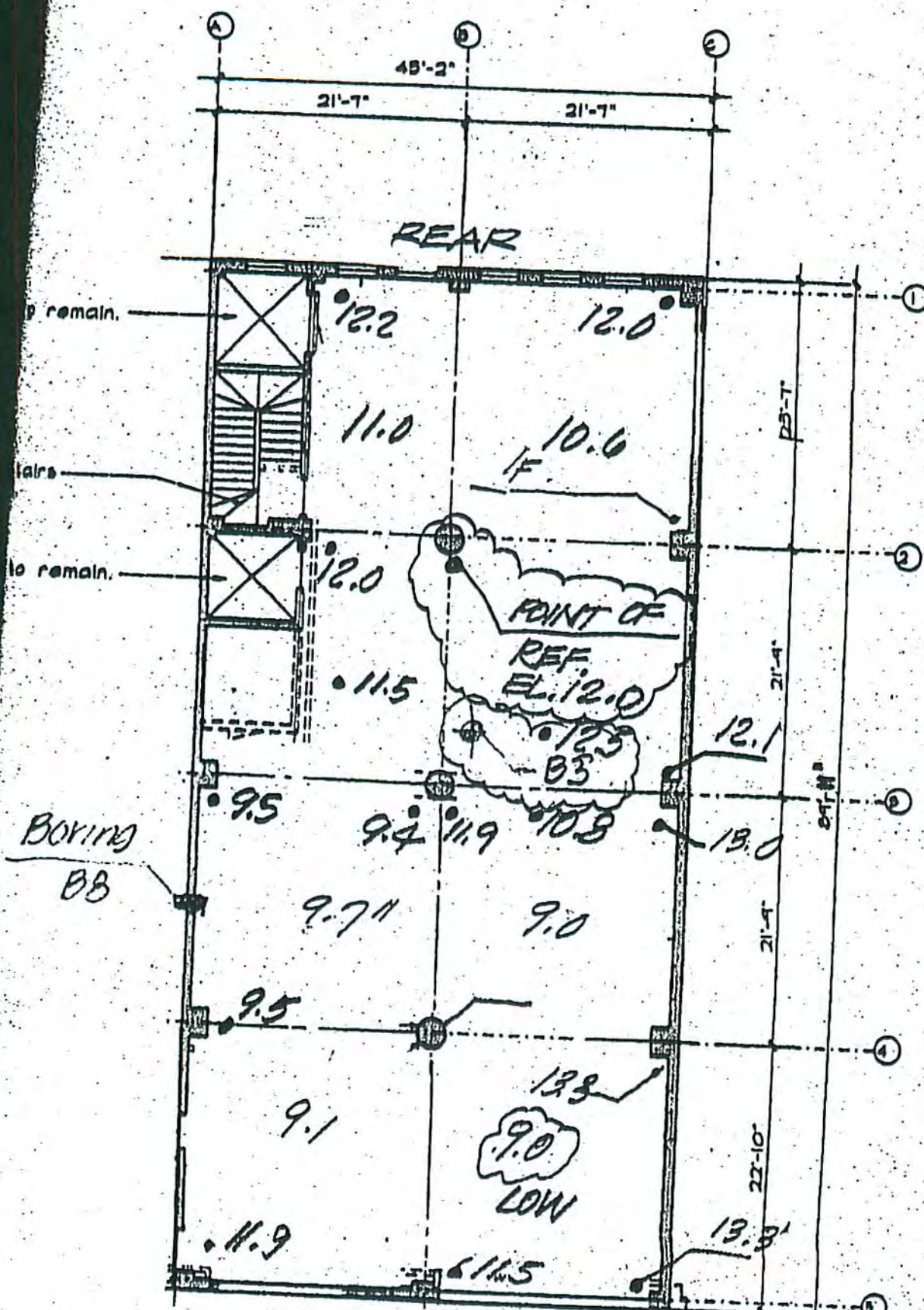


EXHIBIT "B.2"

LEVEL 2
WATER LEVEL ELEVATIONS

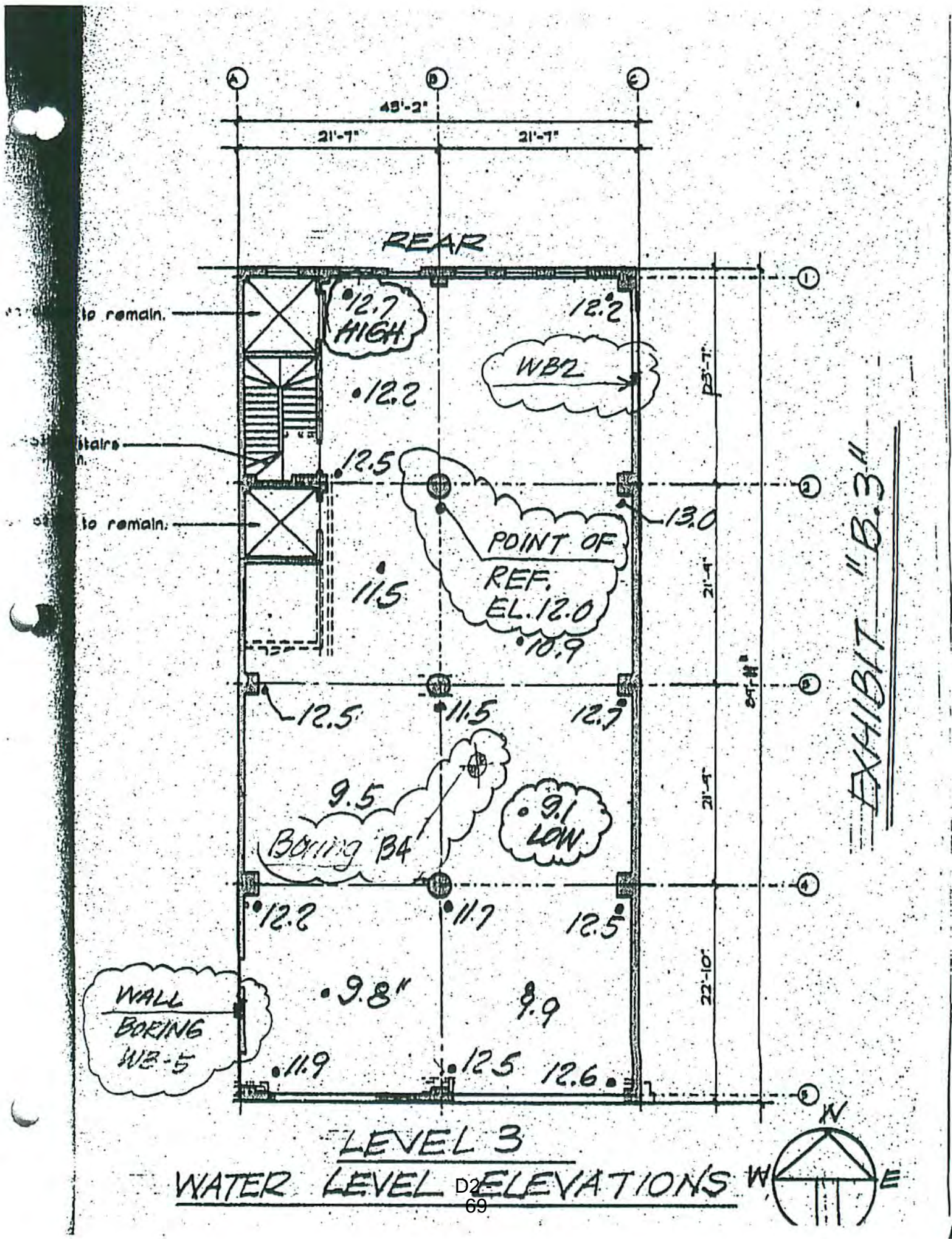


EXHIBIT "B.3"

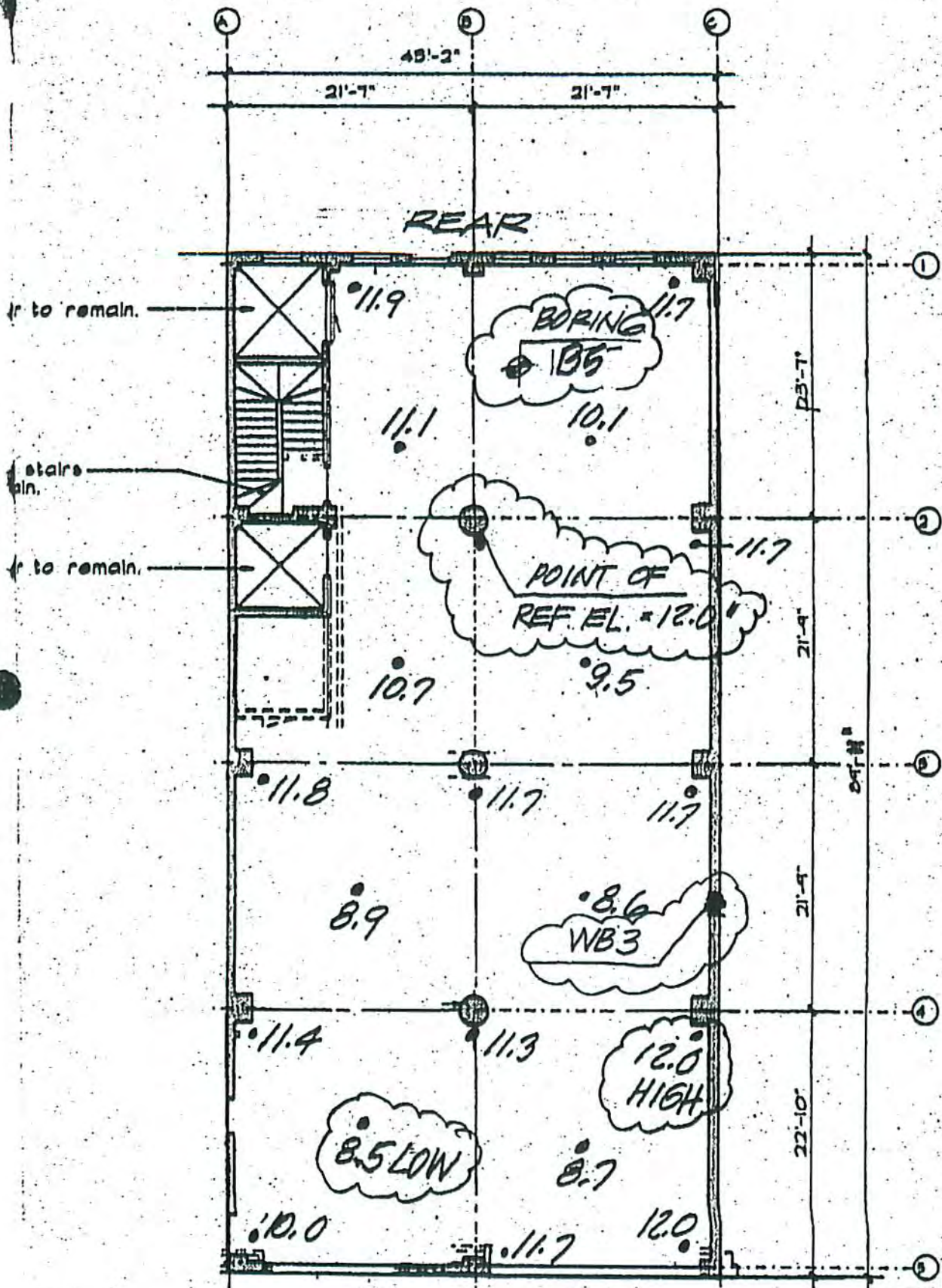


EXHIBIT "B.4"

LEVEL 4
WATER LEVEL ELEVATIONS



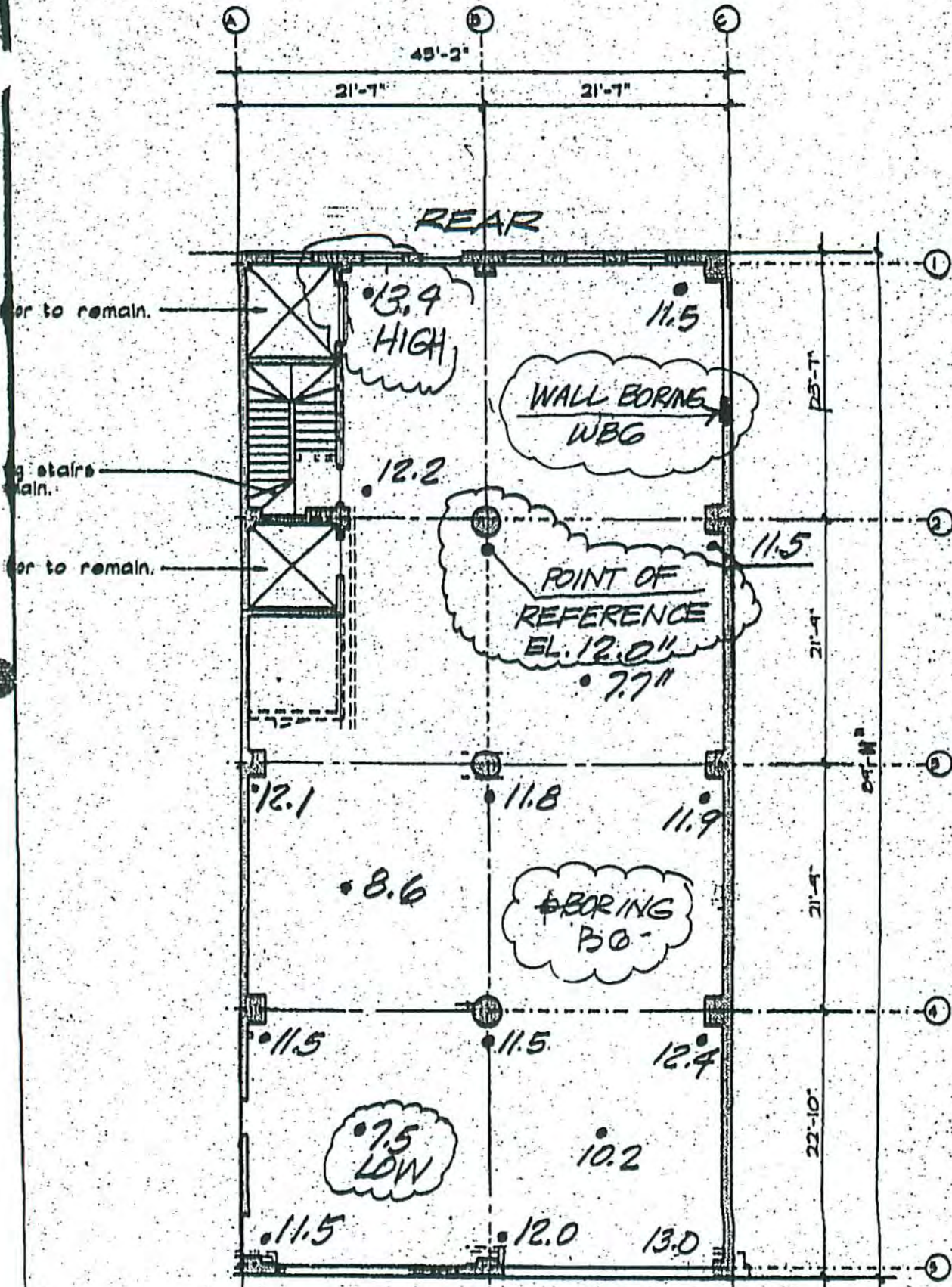


EXHIBIT 'B.5'

LEVEL 5
WATER LEVEL ELEVATIONS



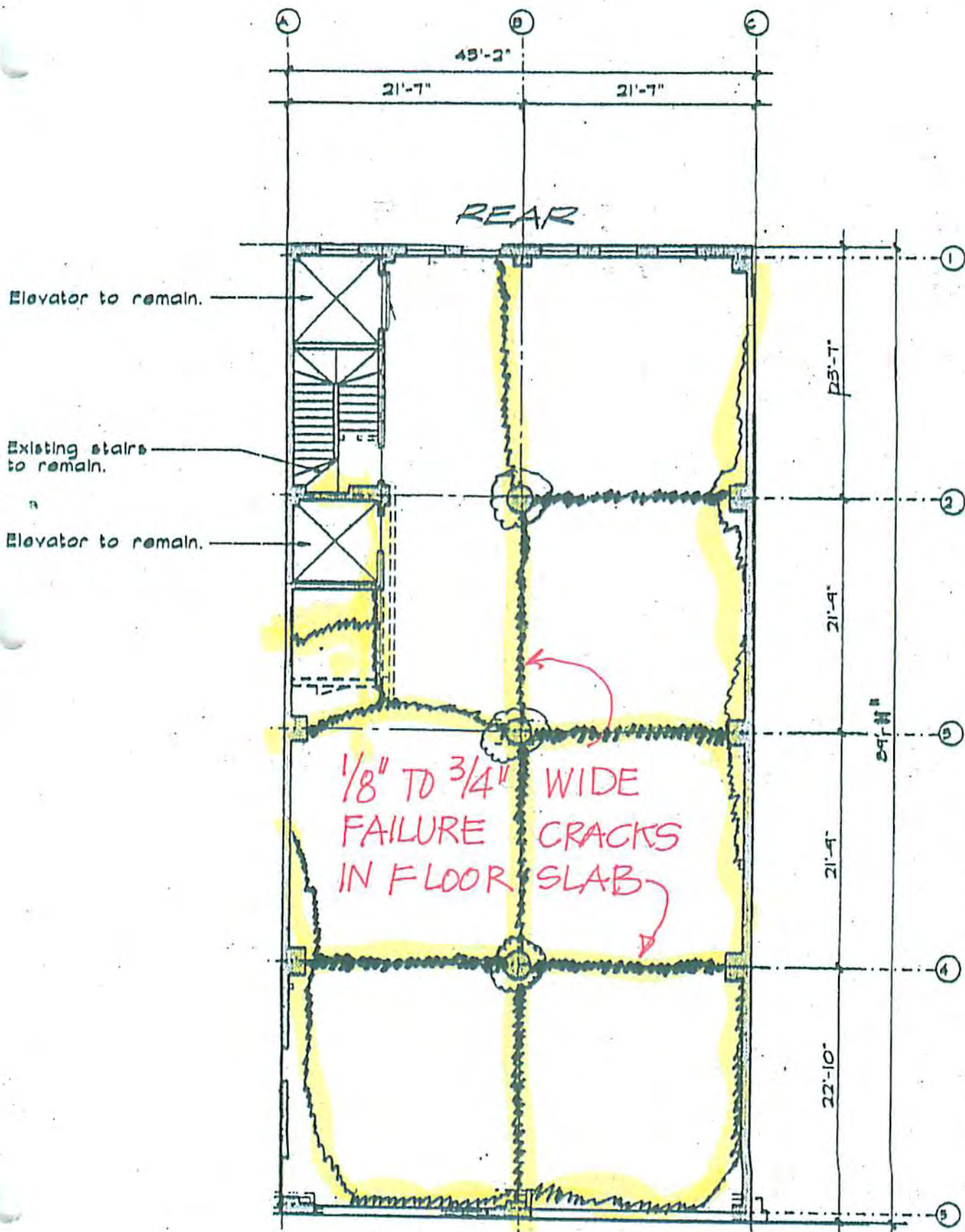


EXHIBIT "C.2"

LEVEL : 2, 3, 4, 5 SIM.
SLAB CRACKING DIAGRAM



HENNESSEY ENGINEERING, INC.

1417 W. MAIN STREET, SUITE 100 • CARROLLTON, TEXAS 75006

Voice 972-245-9478 • Fax 972-245-7087 • E-mail: heneng2@aol.com

PCB Properties, LLC
5307 E. Mockingbird, Suite 200
Dallas, TX 75206

November 1, 2010

Re: 807 Elm
Phone: 214-370-4500, 214-616-2940 cell
E-Mail: tburns@parkcitiesbank.com

HE: 0064
Fax: 214-548-2518
cc: smetzger@PMKLAW.COM

Dear Professionals:

The structure at 807 Elm Street constitutes an imminent threat to public health and safety. The demolition or removal is required to alleviate the threat to public safety. There is no reasonable way other than demolition or removal to eliminate this threat in a timely manner.

The building at 807 Elm Street requires shoring from the basement to the first floor and from the first floor through the upper floors to the roof. This allows the roof to be demolished by cutting the concrete into one foot by two foot rectangles of nominal 200 lbs weight and transferring the sections of concrete to an elevator for removal. It is unreasonable to deal with this building in any manner other than demolition, because in doing so would require dealing with the failing floors and overall structural integrity of the building as it stands. You would need to essentially take the building apart and rebuild it from the inside to the outside.

Taking this building apart would require a sequence of progressive demolition from the top to the bottom, shoring exterior walls with permanent braces then re-pouring concrete floor slabs of reconstructed floors. In order to achieve this demolition and reconstruction, there is an estimated cost of approximately \$3 million to perform the construction services which are shown on the "Godwin construction estimates". This is just an estimated cost and after construction begins it will most likely be discovered that costs will increase due to the lack of structural integrity of the existing structure. If part of the structure collapses during renovation, this estimate could increase to become an unlimited budget item.

The enclosed drawings show the existing architectural layout and the proposed structural demolition of a five story building with a reconstructed four story building to accommodate the floor elevations of the adjacent building. This allows for the integrated structure and a location for mechanical and electrical services behind a parapet wall above the fourth floor of the reconstructed building. Due to the failing nature of the interior structure of the building at 807 Elm Street, the saw cutting of small segments for removal is necessary so that reconstruction of individual column grid areas is possible without losing the functional ties within the current structure. The reconstructed concrete floors also strengthen the existing frame to improve the resistance for lateral wind loads.

The whole process is impractical when you must demolish the entire building piece by piece from the inside and reconstruct this old building which still has no functional use. It would be more beneficial for everyone to demolish the entire building and rebuild a new building that would have a functional use.

For the above reasons and in conformance with Dallas Development Code; Ordinance No. 19455, Section 51A-4.501, Subsection (h)(B)(iii); the structure poses an imminent threat to public health and safety. It is our strong recommendation that the building located at 807 Elm Street be demolished at this time.

Yours sincerely,



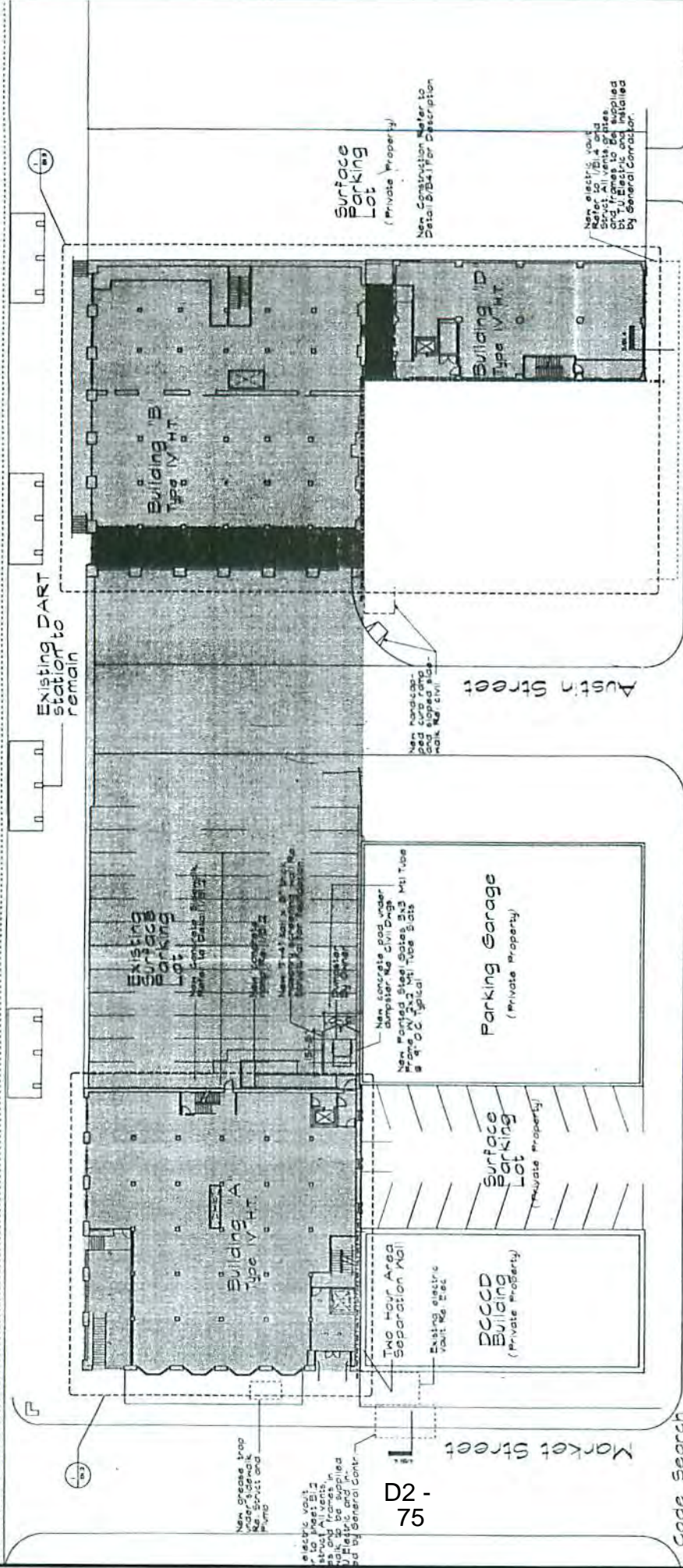
Peter F. Hennessey, P.E.
President, TBPE# F-002956

Alan D. Page, B.S.
Project Manager

PFH/ckk
HE/Cyndi/2010/J00641.letter5.doc
Enclosures



Pacific Avenue (DART Rail Line) (Private Property)



D2 - 75

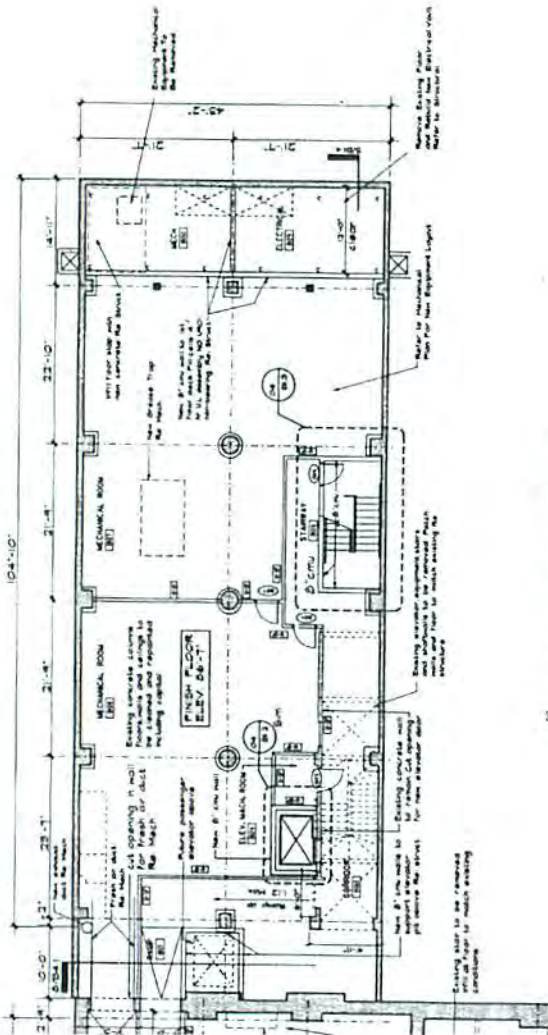
Code Search

Building Designation	Number of Floors	Basement	Basement Footage	Total Building Footage	Basement Footage	Type of Construction	Maximum Floor Area	Area of Building Footage	Basement Footage	Maximum Floor Area	Basement Footage	Occupancy Classification	Total Area A1 Occupancy	Total Area A1 Occupancy	Mixed Occupancies	Area/Occupancy Separation	Area/Occupancy Separation
Building "D"	5	2.5 TO	11610	2.5 TO	11610	IV HT	13500	X 2	X 2	X 2	X 2	A 5 - R / Future	11610	7740	10512	4 Hour to 'C'	2 Hour to 'C'

SITE PLAN
 807 ELM STREET
 HENNINGSEN ENGINEERING, INC.
 1001 N. W. 10th St., Suite 100, Fort Worth, TX 76102-4913
 Phone: 817-335-1000 Fax: 817-335-1001
 DALLAS, TEXAS
 DESIGN DRAWN DATE SCALE NOTES FILE NO.
 NOT FOR CONSTRUCTION
 1/24/17

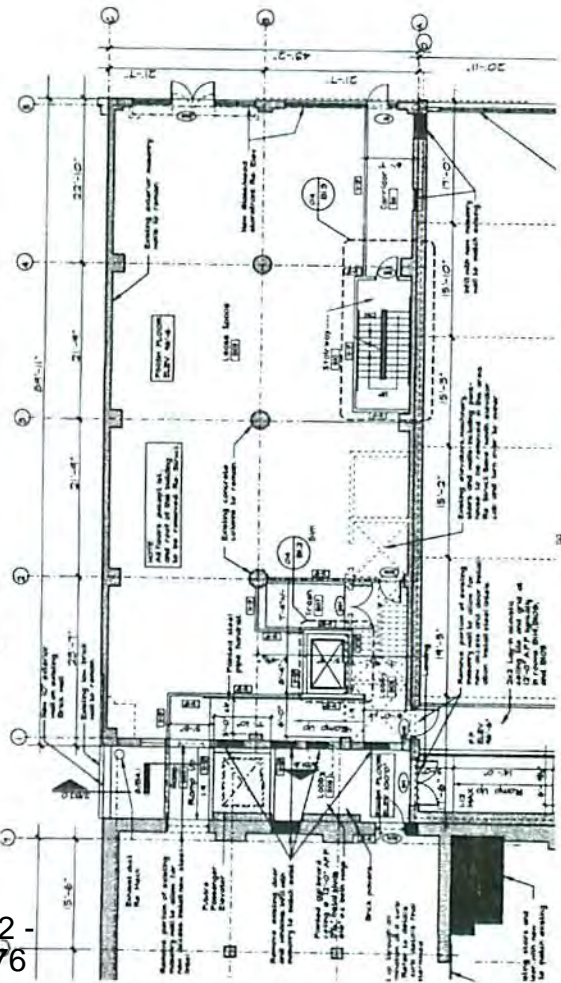
ELM STREET

1001 Elm, Certificate of Registration No. 1-022825
 Exp. 01/31/2025
 No. 01, 2015-23394 in 1/1/2016/2017/2018/2019/2020/2021/2022



1 BASEMENT PLAN
SCALE 1/8"=1'-0"

D2 - 76

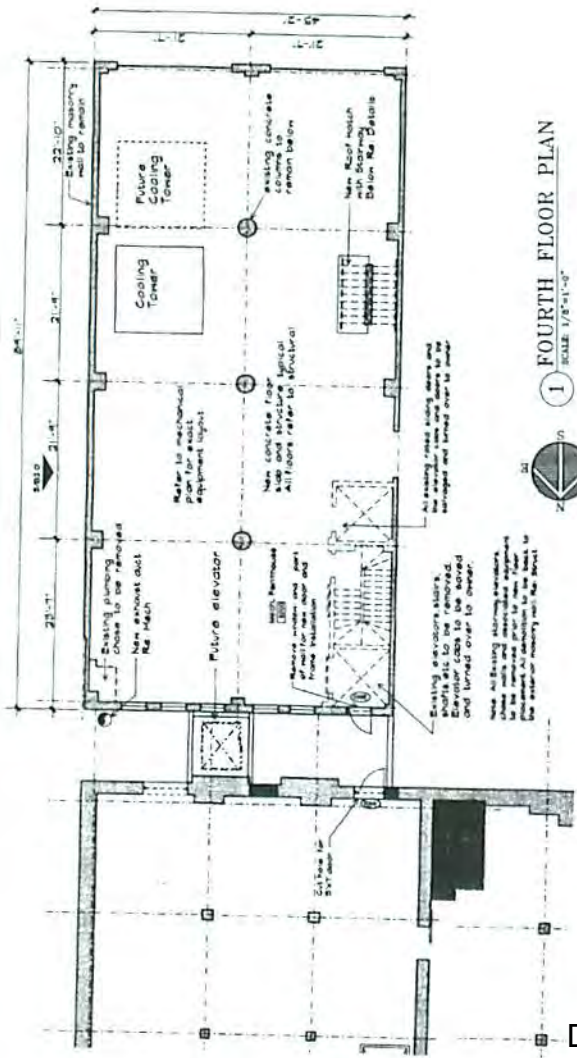


2 FIRST FLOOR PLAN
SCALE 1/8"=1'-0"

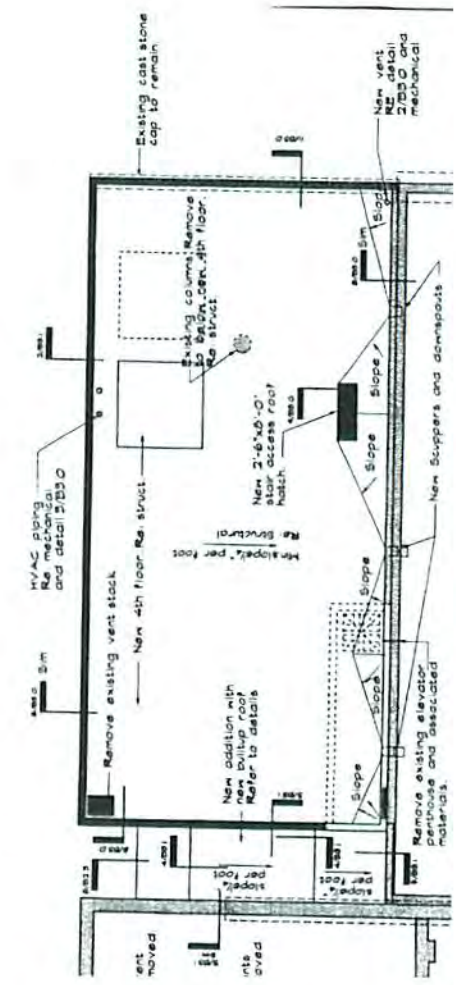
NOT FOR CONSTRUCTION

BASEMENT & FIRST FLOOR PLANS			
H	BERNARDY ENGINEERING, INC.	707 E.M. STREET	
H	1417 W. 20th ST. SUITE 100, DALLAS, TEXAS 75208-2011	PHONE: 214-241-1414 FAX: 214-241-1415	
DESIGN DRAWN	DATE	SCALE	NOTES
			DALLAS, TEXAS
			FILE NO.
			2004
			2

THIS PLAN, Certificate of Registration No. F-022706
 Issued Nov. 27, 2010, is a duplicate of the original plan.



1 FOURTH FLOOR PLAN
SCALE 1/8"=1'-0"



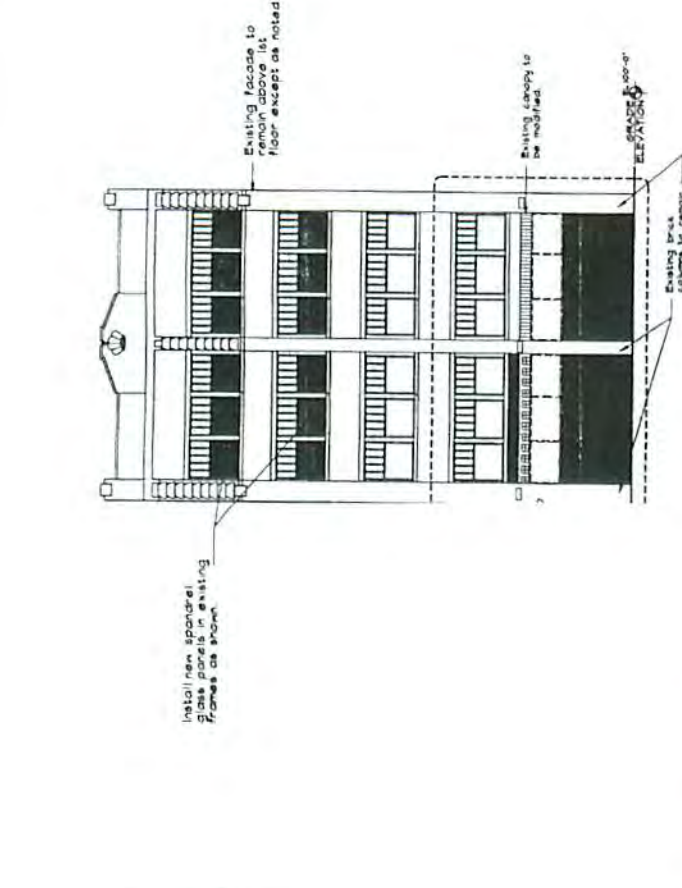
2 ROOF PLAN
SCALE 1/8"=1'-0"



NOT FOR CONSTRUCTION

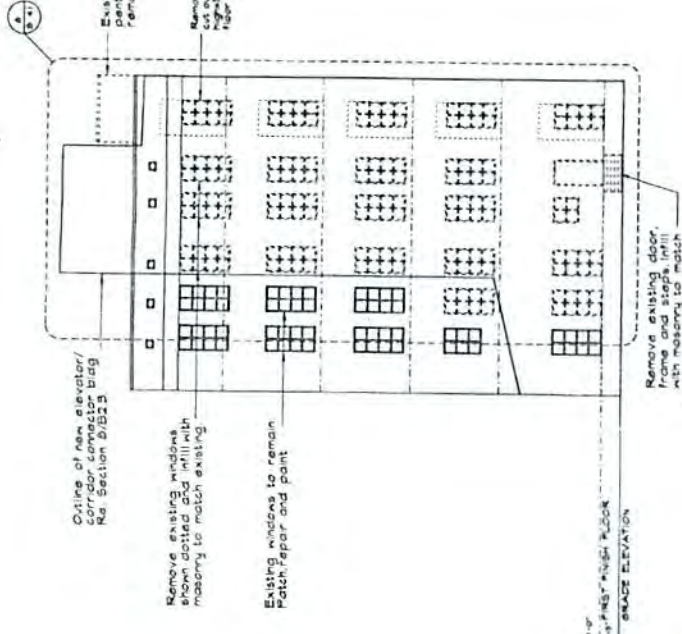
FOURTH FLOOR & ROOF PLANS			
HENNESSEY ENGINEERING, INC.			
707 ELM STREET DALLAS, TEXAS 75202-5127 PHONE: 214-760-8400 FAX: 214-760-8401			
DESIGN/DRAWN	DATE	SCALE	NOTES
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2008 Print Specification of Autodesk Revit 2008
New 21 2008 5/1/2008 4/10/2008 2008 2008 2008 2008 2008



1 Buildings South Elevation (Demolition)
SCALE 3/4"=1'-0"

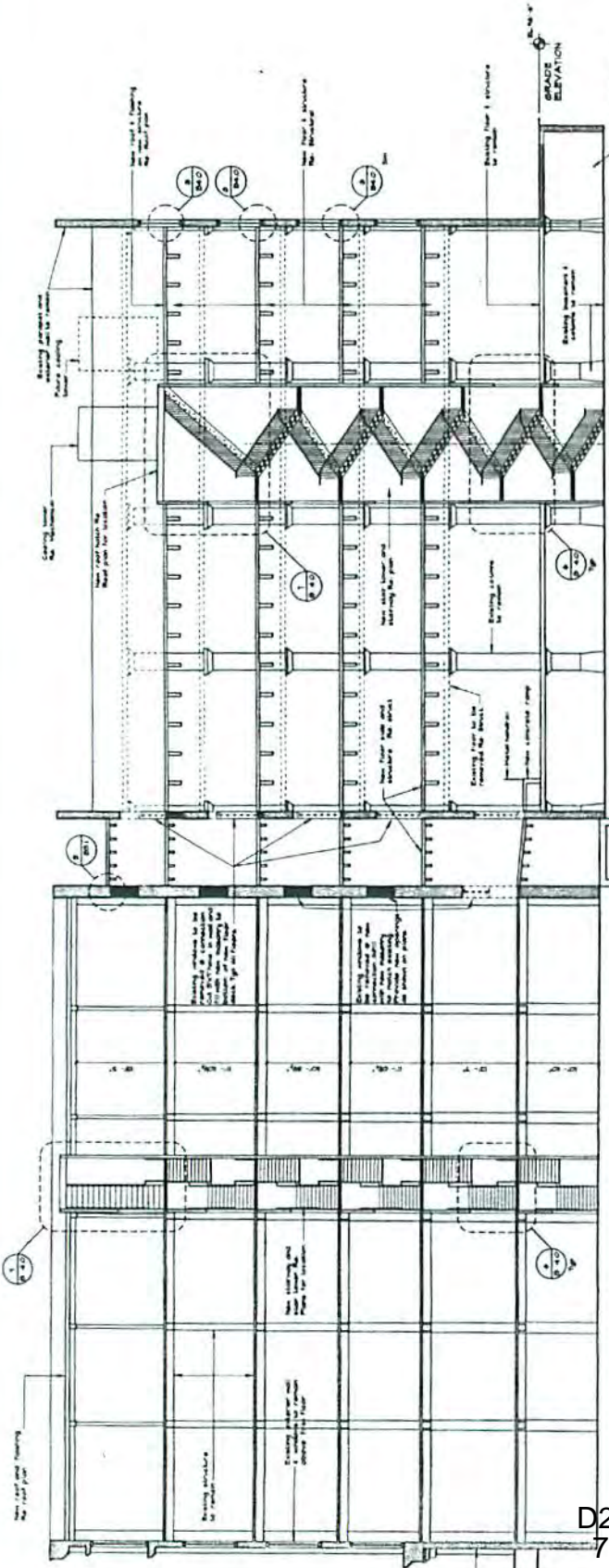
2 Building D North Elevation (Demolition)
SCALE 3/4"=1'-0"



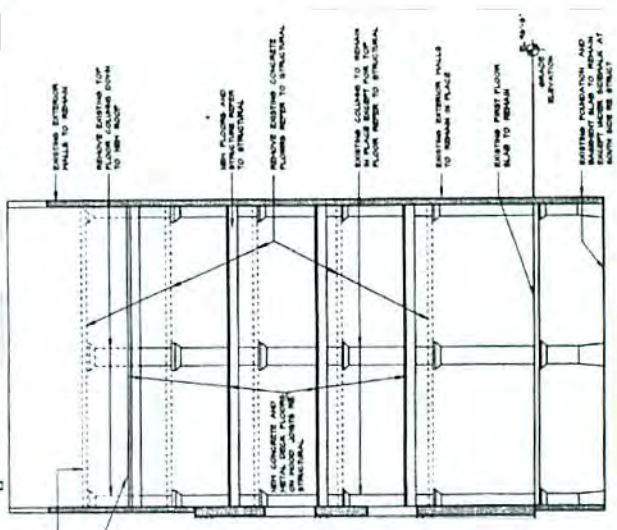
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BUILDING ELEVATIONS			
807 ELM STREET			
HENNESSY ENGINEERING, INC.			
1117 W. MAIN ST., SUITE 100, DALLAS, TX 75201-9111			
PHONE: 469-250-4499 FAX: 469-250-7507			
DALLAS, TEXAS			
DESIGN (DRAWN)	DATE	SCALE (NOTES)	FILE
—	—	1/4"=1'-0"	2004 - 4

100% Final Certificate of Registration No. 1-020204
 Issue 01 - 2010 - 5/17pm - H:\DRAWINGS\2004\JURNA\J04H0204.rvt



1 BUILDING SECTION
LOOKING EAST
SCALE 1/8"=1'-0"

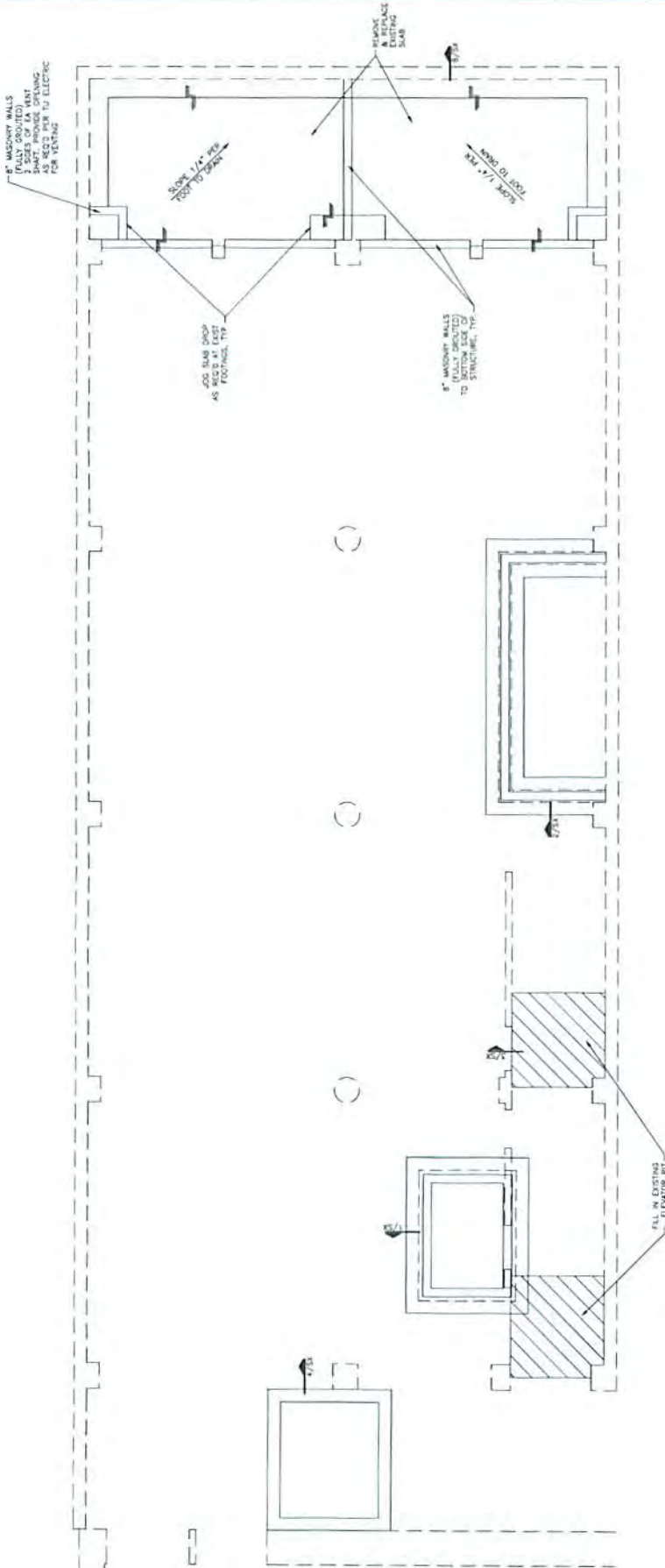


2 BUILDING SECTION
LOOKING NORTH
SCALE 1/8"=1'-0"

NOT FOR CONSTRUCTION

BUILDING SECTIONS			
807 ELM STREET			
HENNESSY ENGINEERING, INC.			
1111 W. WOOD ST. SUITE 200, CARROLLTON, TX 75006-3918			
PHONE: 972-242-8878 FAX: 972-242-7097			
DALLAS, TEXAS			
DESIGN/ DRAWN	DATE SCALE NOTES FILE		
	10 WEEKS		5

2007 Fire Codebook of Regulations No. 6-2007B
 No. 01, 2007-11-01, 11/01/2007, 11/01/2007, 11/01/2007



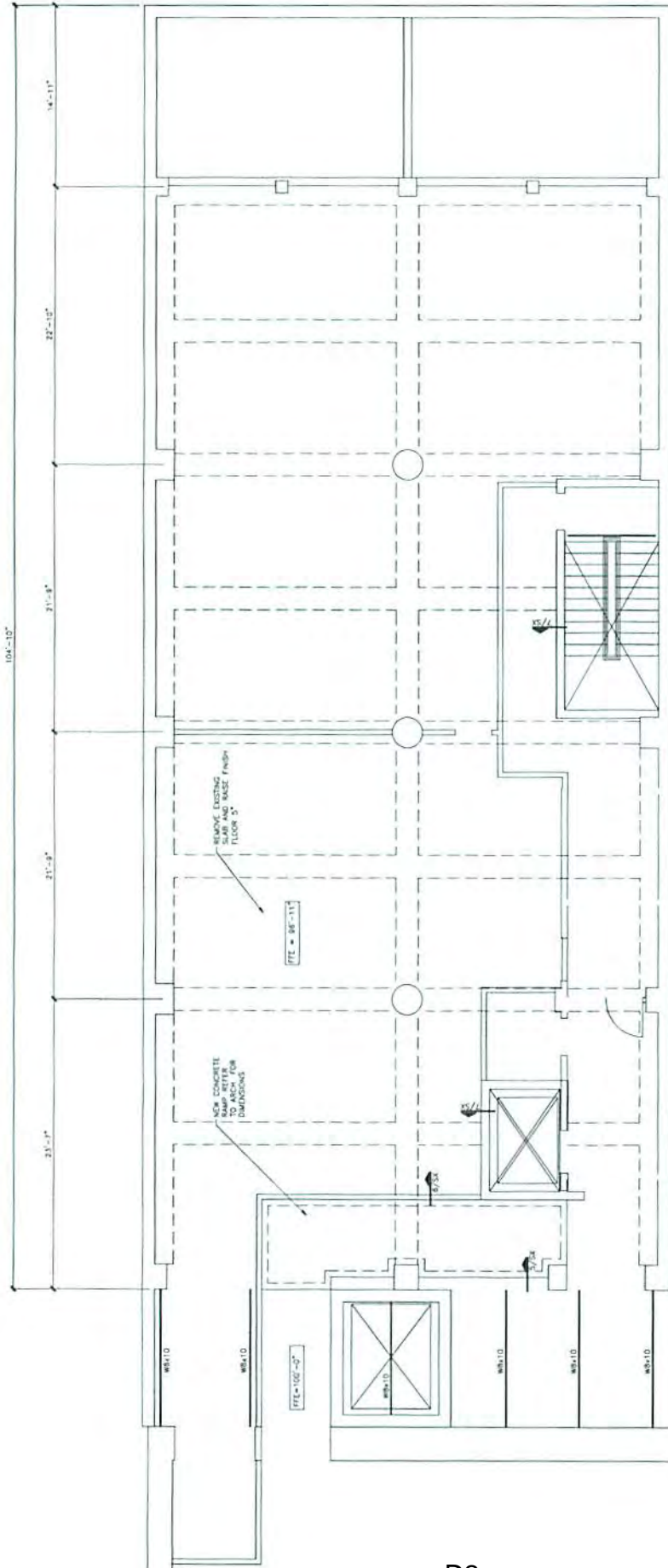
NOT FOR CONSTRUCTION

BASEMENT FOUNDATION PLAN			
807 ELM STREET			
HENNESSEY ENGINEERING, INC.			
E			
DESIGN SHEET	DATE	SCALE	FILE NO.
HE	01/11/2010	1/8" = 1'-0"	00564
DALLAS, TEXAS			ST

I BASEMENT FOUNDATION
SCALE: 1/8" = 1'-0"



UNAN. 11-2009
 State of Texas, Commission of Registration No. 7-022608
 Exp. 01-31-2015-534pm
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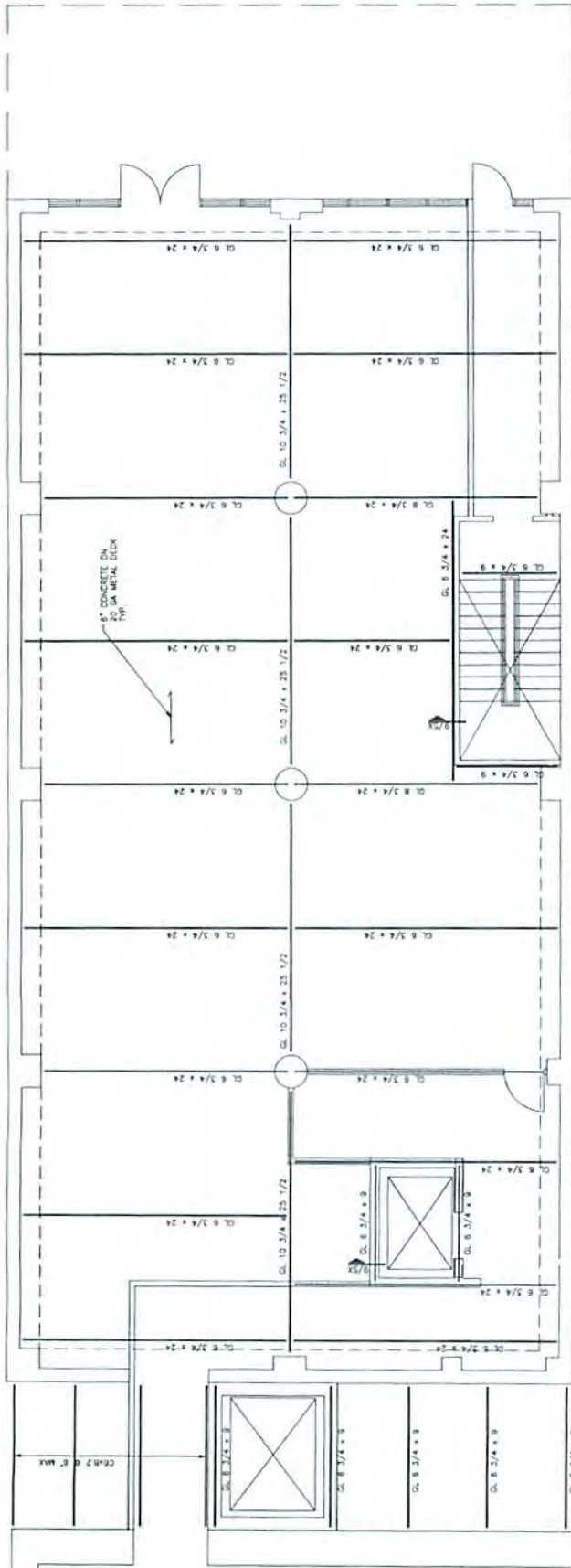
NOT FOR CONSTRUCTION

1 FOUNDATION PLAN
SCALE: 1/4"=1'-0"



FOUNDATION PLAN			
807 ELM STREET			
HENNESSEY ENGINEERING, INC.			
DALLAS, TEXAS			
DESIGN	DRAWN	DATE	SCALE
ME	ME	10-11-11	1/4"=1'-0"
NO.	PROJECT	DATE	SCALE
152	10054	10/11/11	1/4"=1'-0"

MAIN FLOOR
1891 Firm Certificate of Registration No. F-202308
Exp. 01/2019-2/28/2019 in (106484252000,10054,10054.dwg)



NOT FOR CONSTRUCTION

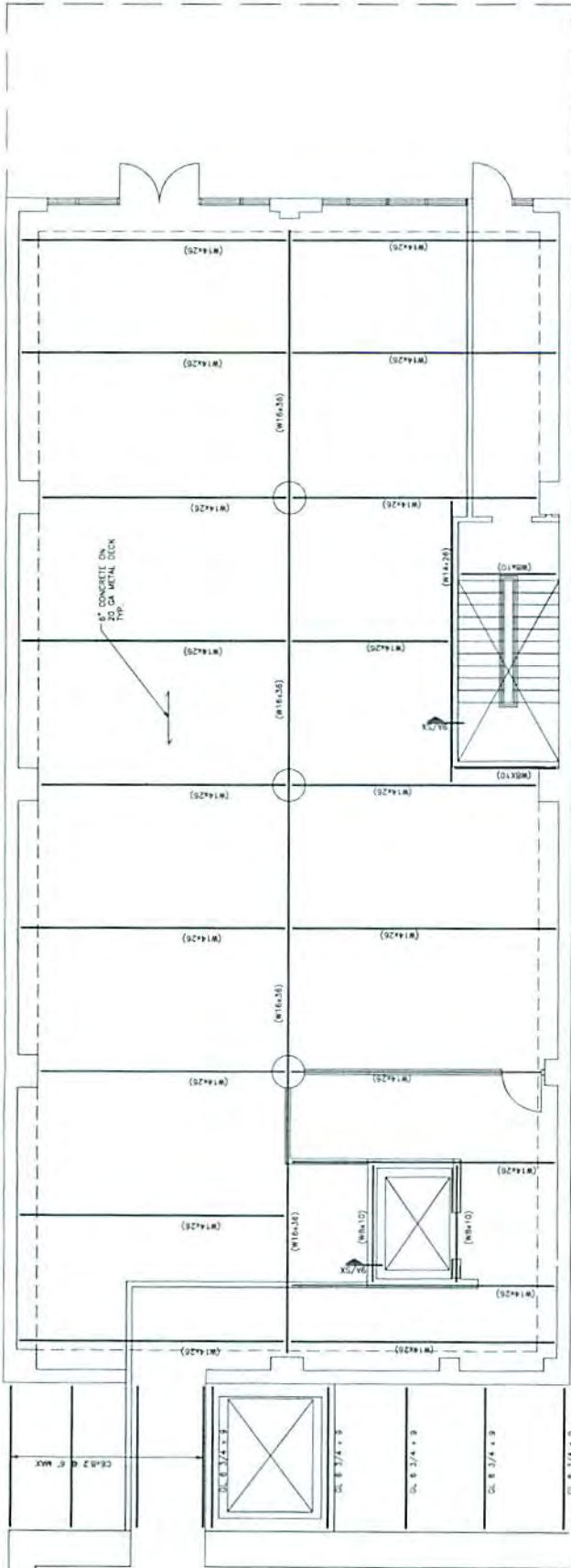
SECOND FLOOR FRAMING-WOOD	
807 ELM STREET	
HENKESSEY ENGINEERING, INC.	
DALLAS, TEXAS	
DESIGNER	DATE
DRAWN	SCALE
FILE NO.	PROJECT NO.
20084	1
53	

DATE: 11/20/10
 PROJECT: 20084-0004-0004.dwg
 TITLE: 2nd Floor Framing
 DRAWN: J. HENKESSEY
 CHECKED: J. HENKESSEY
 DATE: 11/20/10

OPTION 1: WOOD FRAMING



1 SECOND FLOOR FRAMING
 SCALE: 1/4"=1'-0"



NOT FOR CONSTRUCTION

SECOND FLOOR FRAMING-STEEL	
807 ELM STREET	
HENNESSEY ENGINEERING, INC.	
DALLAS, TEXAS	
DATE	10/12/11
PROJECT	FILE
NO.	00584
REV.	15/11

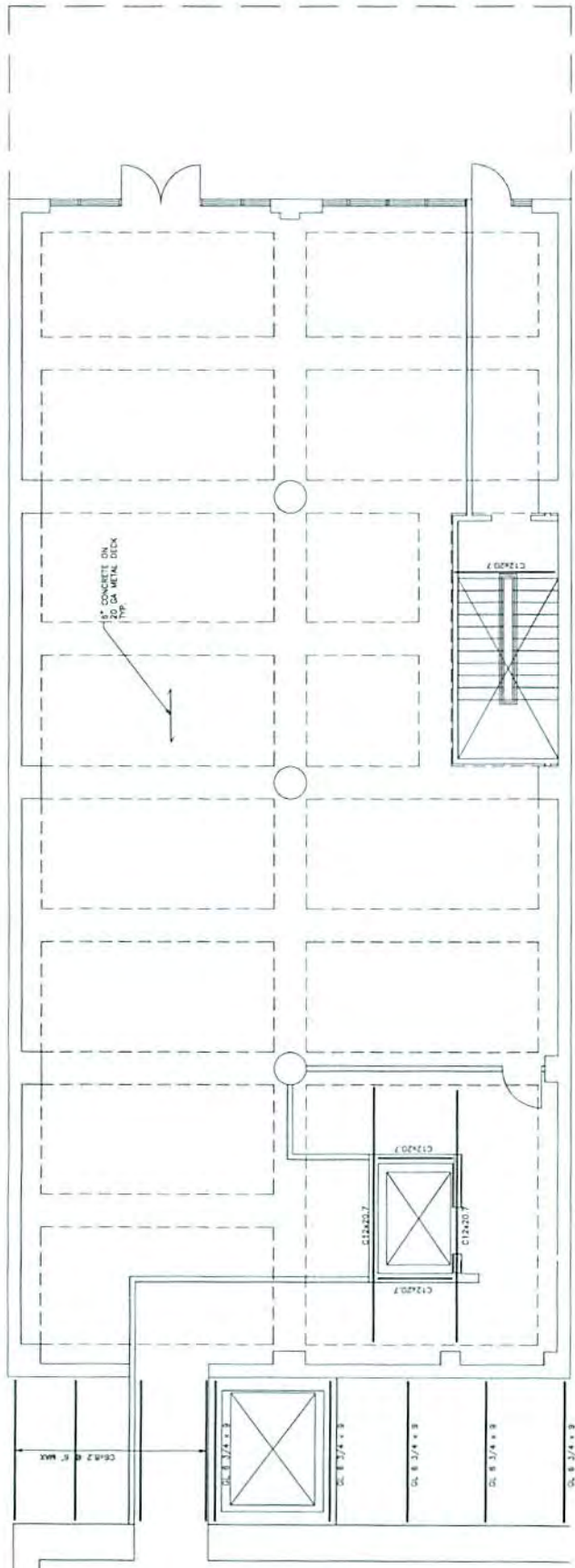
OPTION 2: STEEL FRAMING

1 SECOND FLOOR FRAMING
SCALE: 1/4"=1'-0"



DATE: 10/12/11
 PROJECT: 807 ELM STREET
 PROJECT NO.: F-00584
 SHEET NO.: D2-83

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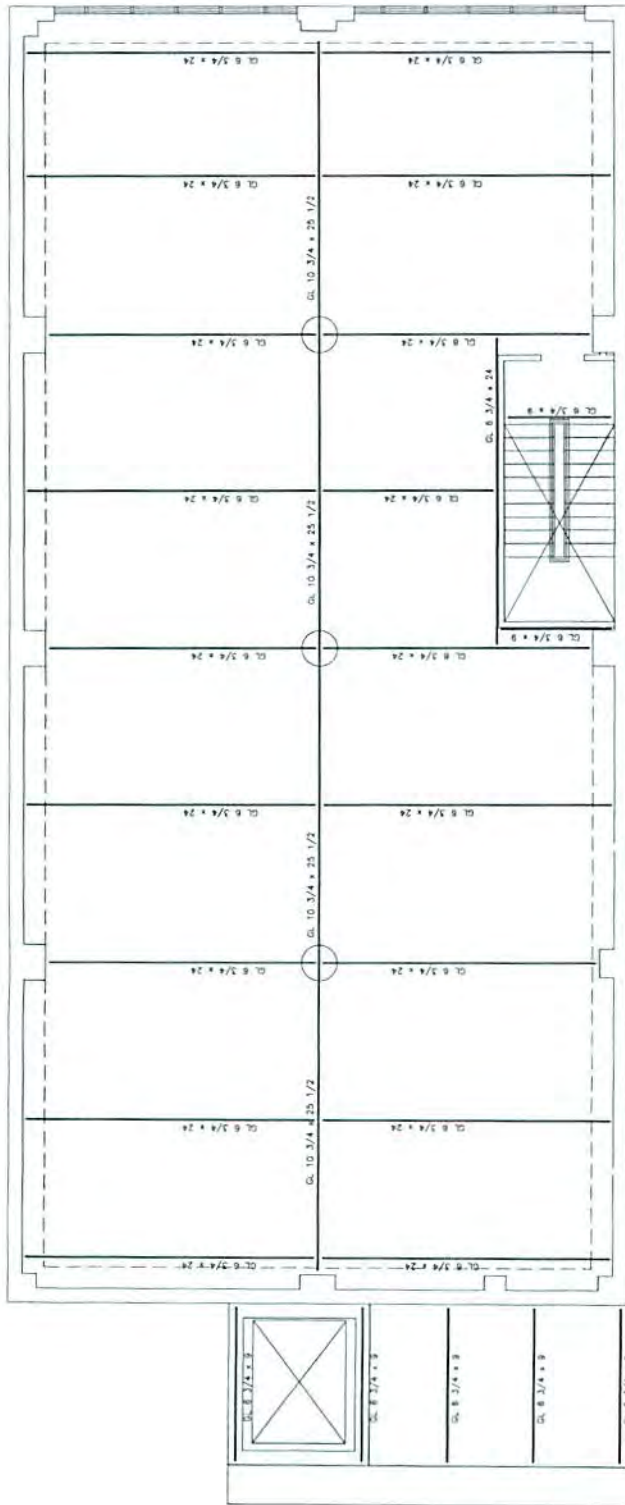
NOT FOR CONSTRUCTION

SECOND FLOOR FRAMING-CONCRETE
 807 ELM STREET
 HENNESSEY ENGINEERING, INC.
 DALLAS, TEXAS
 DATE SCALE NOTES FILE NO.
 SHEET 1 OF 1

OPTION 3: CONCRETE FRAMING
 1 SECOND FLOOR FRAMING
 SCALE 1/4"=1'-0"



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 USER: j
 PLOT: Nov 21, 2010 8:39am
 PLOT: C:\Users\j\Documents\2000\2004\2004.dwg



OPTION 1: WOOD FRAMING

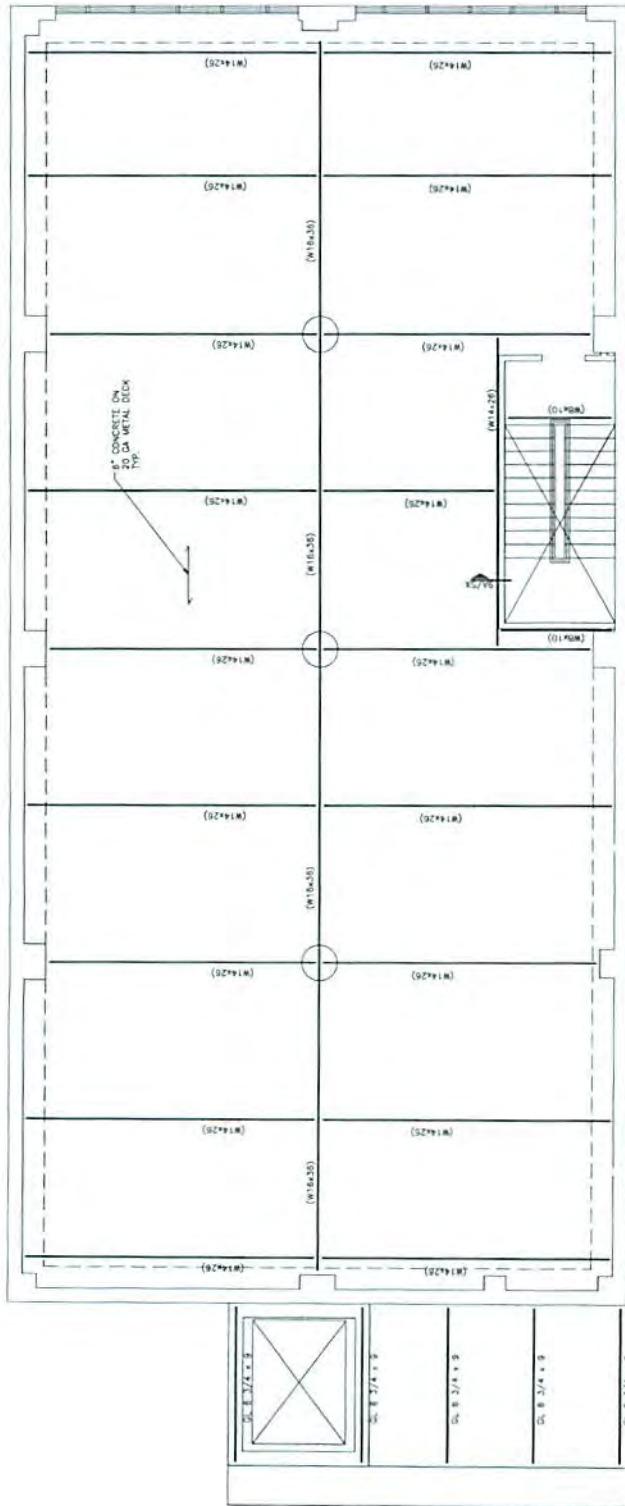


1 THIRD & 4TH FLOOR FRAMING PLAN
SCALE: 1/4"=1'-0"

NOT FOR CONSTRUCTION

THIRD & FOURTH FLOOR FRAMING-WOOD	
807 ELM STREET	
H HENNESSY ENGINEERING, INC.	
DALLAS, TEXAS	
DESIGN (NAME)	DATE
THE	PROJECT
FILE	JOB#
FILE	JOB#

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 TIME: 11:11 AM
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 USER: JHENSEY
 PLOT: 11/11/2015 11:11 AM



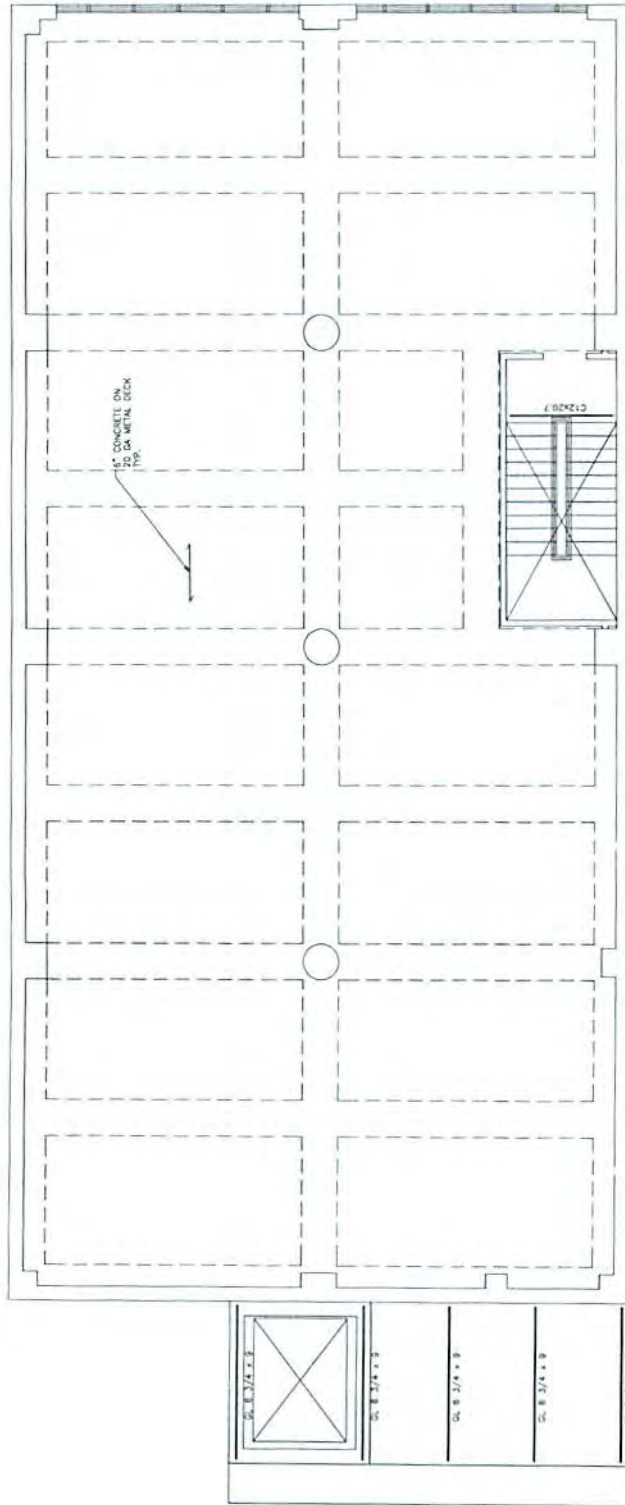
NOT FOR CONSTRUCTION

THIRD & FOURTH FLOOR FRAMING-STEEL
 807 ELM STREET
 HENNESSY ENGINEERING, INC.
 DALLAS, TEXAS
 DATE SCALE NOTES FILE NO.
 HE

OPTION 2: STEEL FRAMING
 1 3RD & 4TH FLOOR FRAMING PLAN
 SCALE: 1/4"=1'-0"



DATE: 2010-04-14
 FILE: 2010-04-14-3RD & 4TH FLOOR FRAMING-STEEL.dwg
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 PLOT: 2010-04-14 10:00 AM
 PLOTTER: HP DesignJet 5000



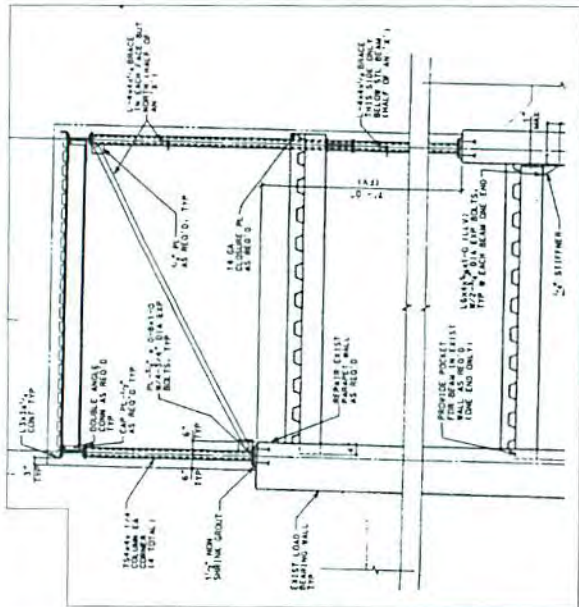
NOT FOR CONSTRUCTION

THIRD & FOURTH FLOOR FRAMING-CONCRETE			
807 ELM STREET			
HENNESSEY ENGINEERING, INC.			
DALLAS, TEXAS			
DESIGNER	DATE	SCALE	FILE NO.
HE	---	---	J0004

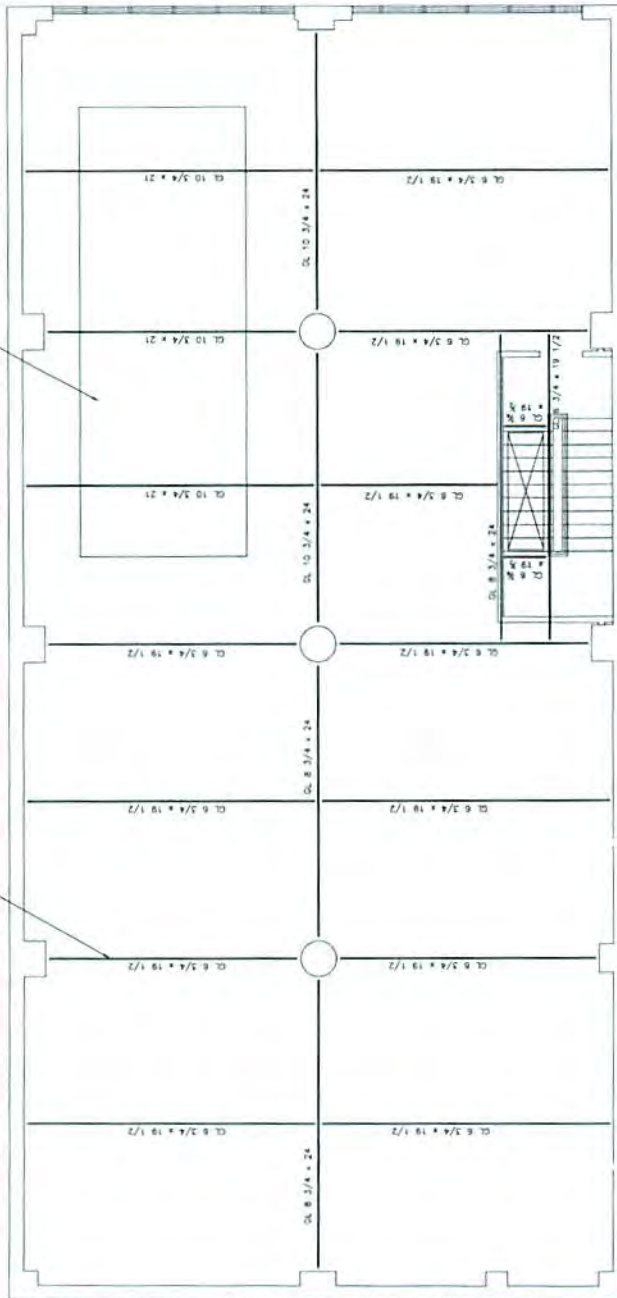
OPTION 3: CONCRETE FRAMING
1 3RD & 4TH FLOOR FRAMING PLAN
 SCALE: 1/4"=1'-0"



DATE: 01-20-2010 04:10pm H:\DRAWINGS\2000\J0004\J0004.dwg
 TITLE: 3rd & 4th Floor Framing
 USER: HENNESSEY\J0004\J0004.dwg
 DATE: 01-20-2010 04:10pm H:\DRAWINGS\2000\J0004\J0004.dwg



D2 - 88



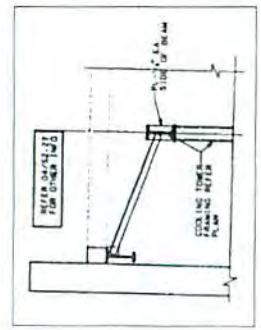
NOT FOR CONSTRUCTION

FIFTH FLOOR FRAMING PLAN
 807 ELM STREET
 HENNESSEY ENGINEERING, INC.
 1000 LUCKA STREET, SUITE 1000
 DALLAS, TEXAS 75201
 SHEET NO. 505
 DATE: 10/11/11
 SCALE: AS SHOWN
 FILE: 1000LUCKA0505.dwg
 DRAWN BY: JCS

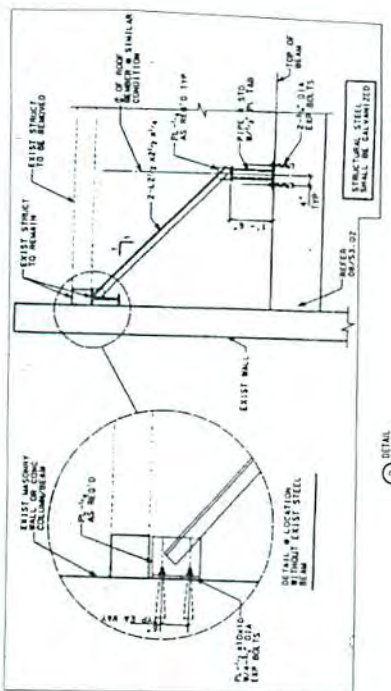
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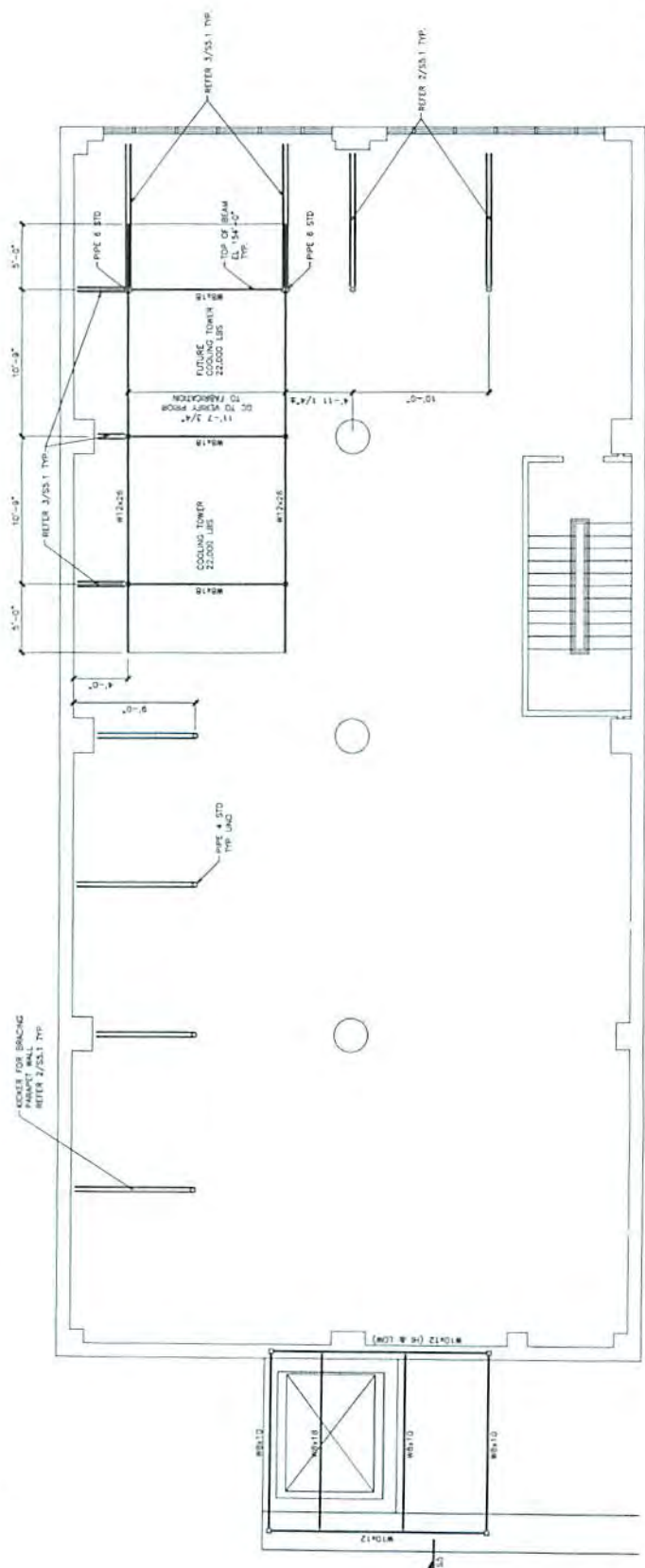
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1 DETAIL



2 DETAIL



1 ROOF FRAMING PLAN
SCALE: 1/4"=1'-0"

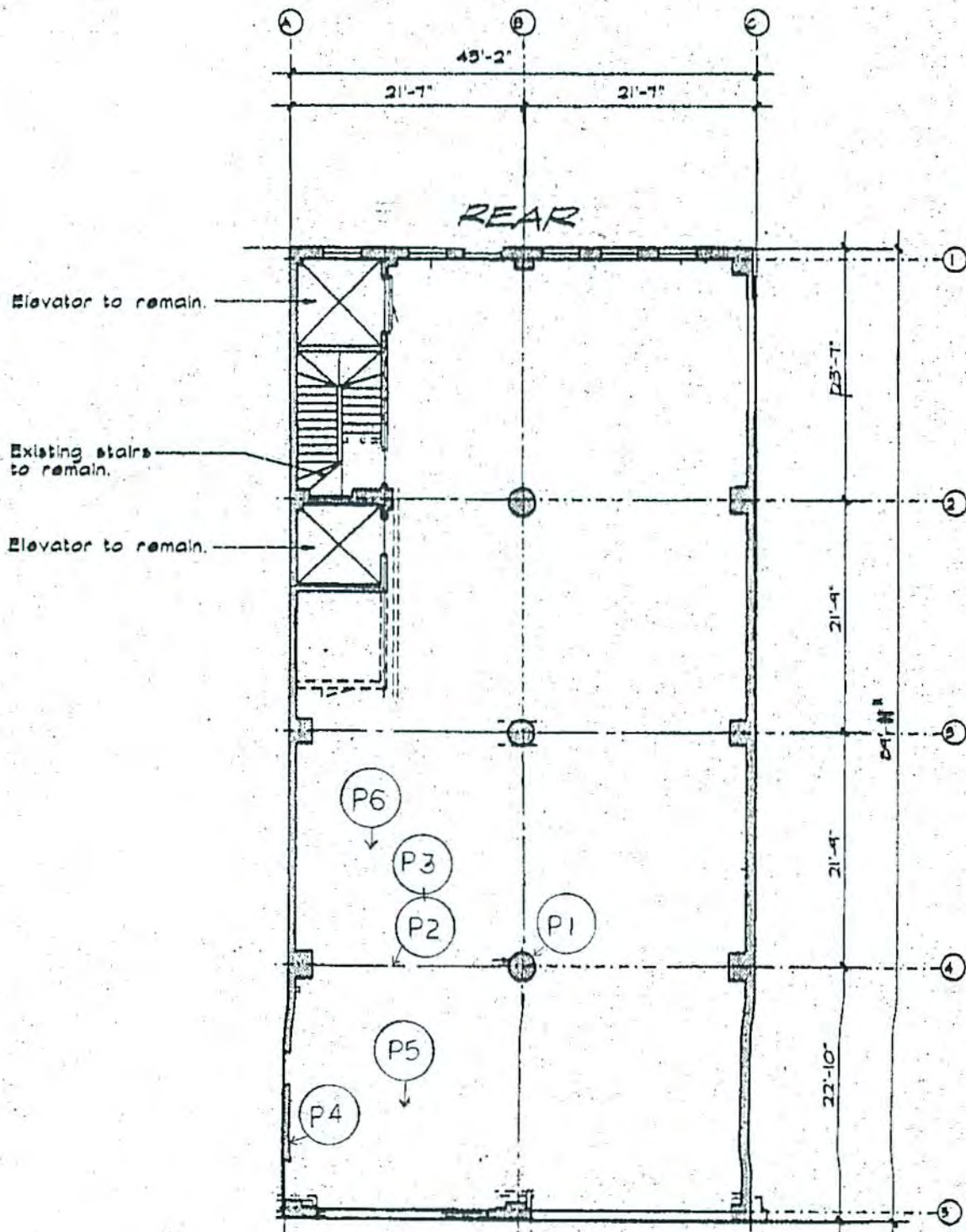


NOT FOR CONSTRUCTION

ROOF FRAMING PLAN	
ADDRESS, OWNER NAME	
HENNESSEY ENGINEERING, INC.	
DATE	FILE NO.
CITY, TEXAS	SCALE
DATE	NOTES
BY	REVISION
NO.	SS: 1

- ROOF PLAN NOTE
- REFER TO TRUSSING NOTES ON DETAIL SHEETS FOR BRACING REQUIREMENTS NOT SHOWN ON ROOF PLAN.
 - PLATE BRACING CONNECTED AND WELDED TO TOP WALL PLATE AT CORNER.

TYPE Firm Certificate of Registration No. F-002358
 Exp. 07/2015-06/2018
 HENNESSEY ENGINEERING, INC.



Elevator to remain.

Existing stairs to remain.

Elevator to remain.

REAR

P6

P3

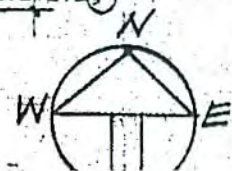
P2

P1

P5

P4

PHOTO LOCATIONS
10.15.10 LEVEL-5



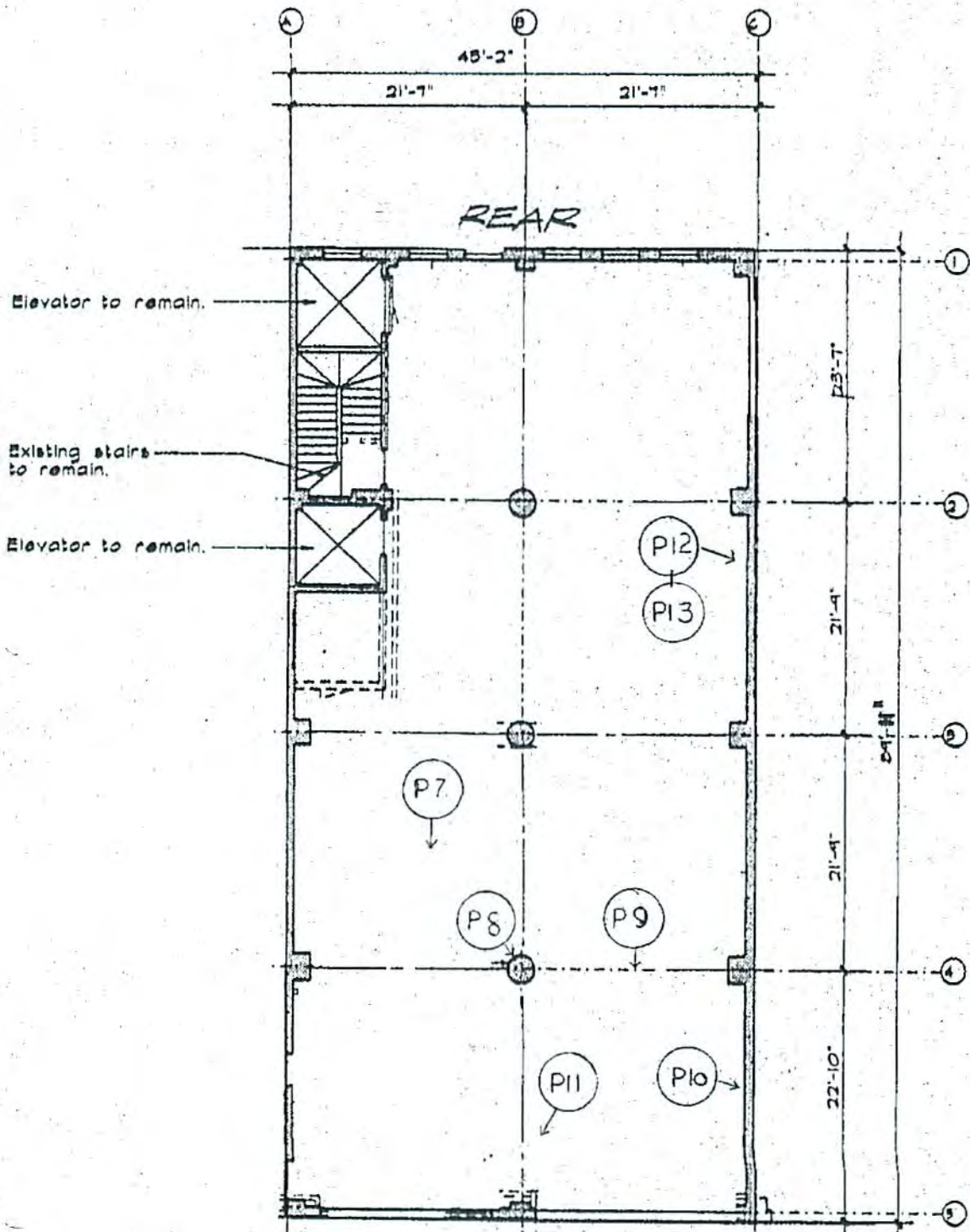


PHOTO LOCATIONS
10.15.10 LEVEL 4



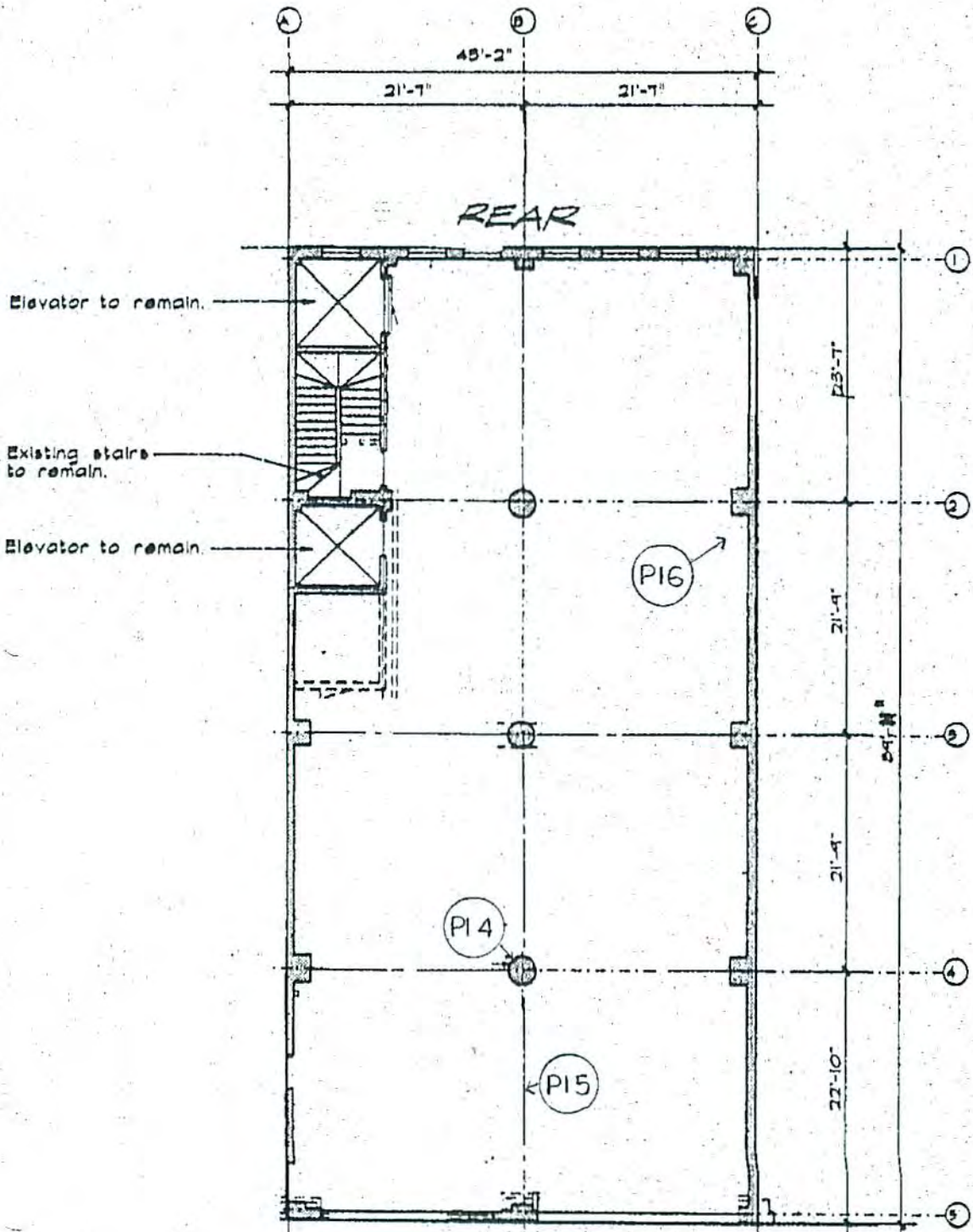
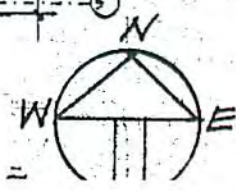


PHOTO LOCATIONS
 10.15.10 LEVEL 3



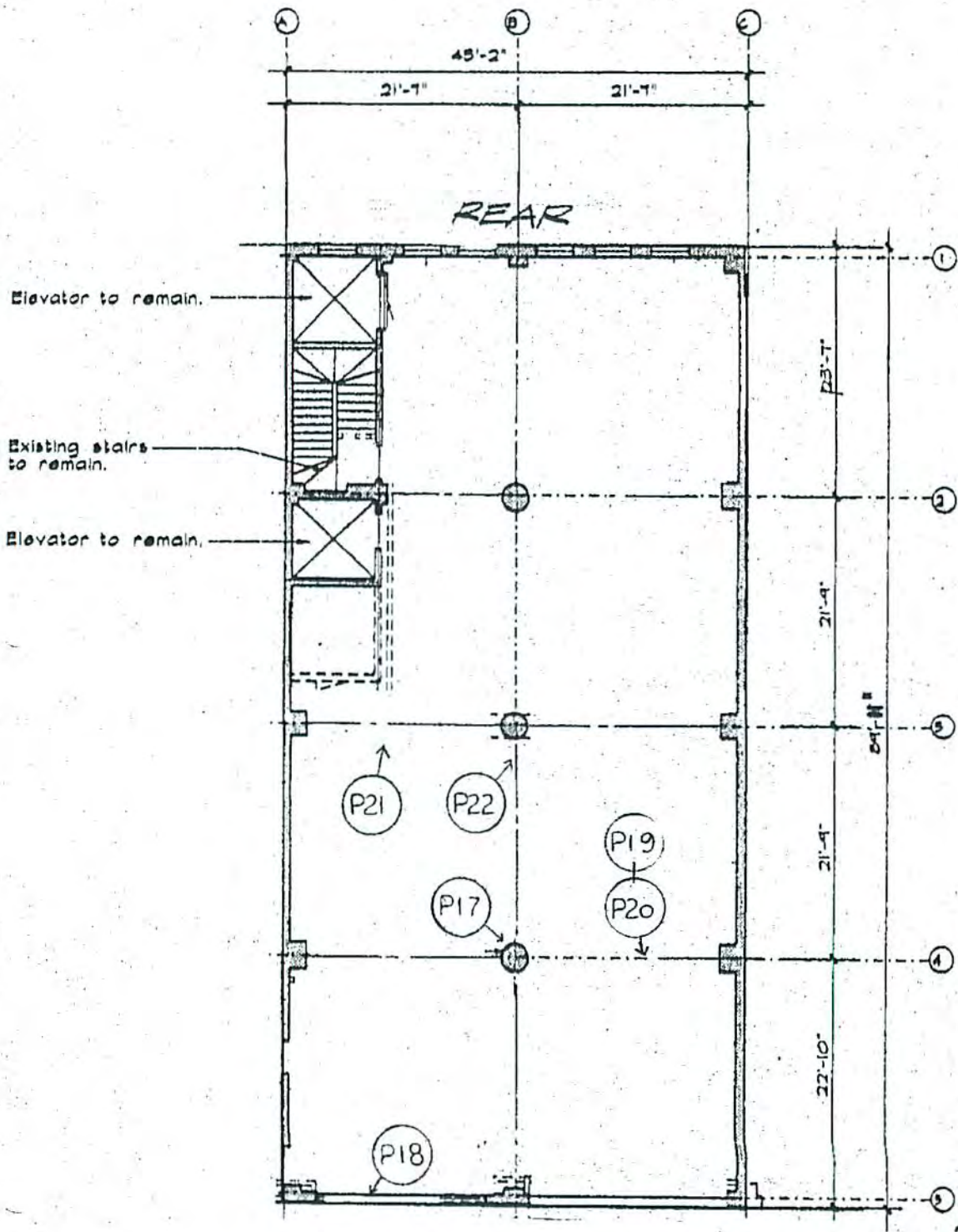
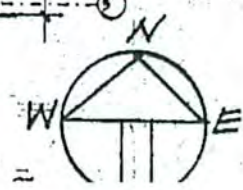


PHOTO LOCATIONS
10.15.10 LEVEL 2



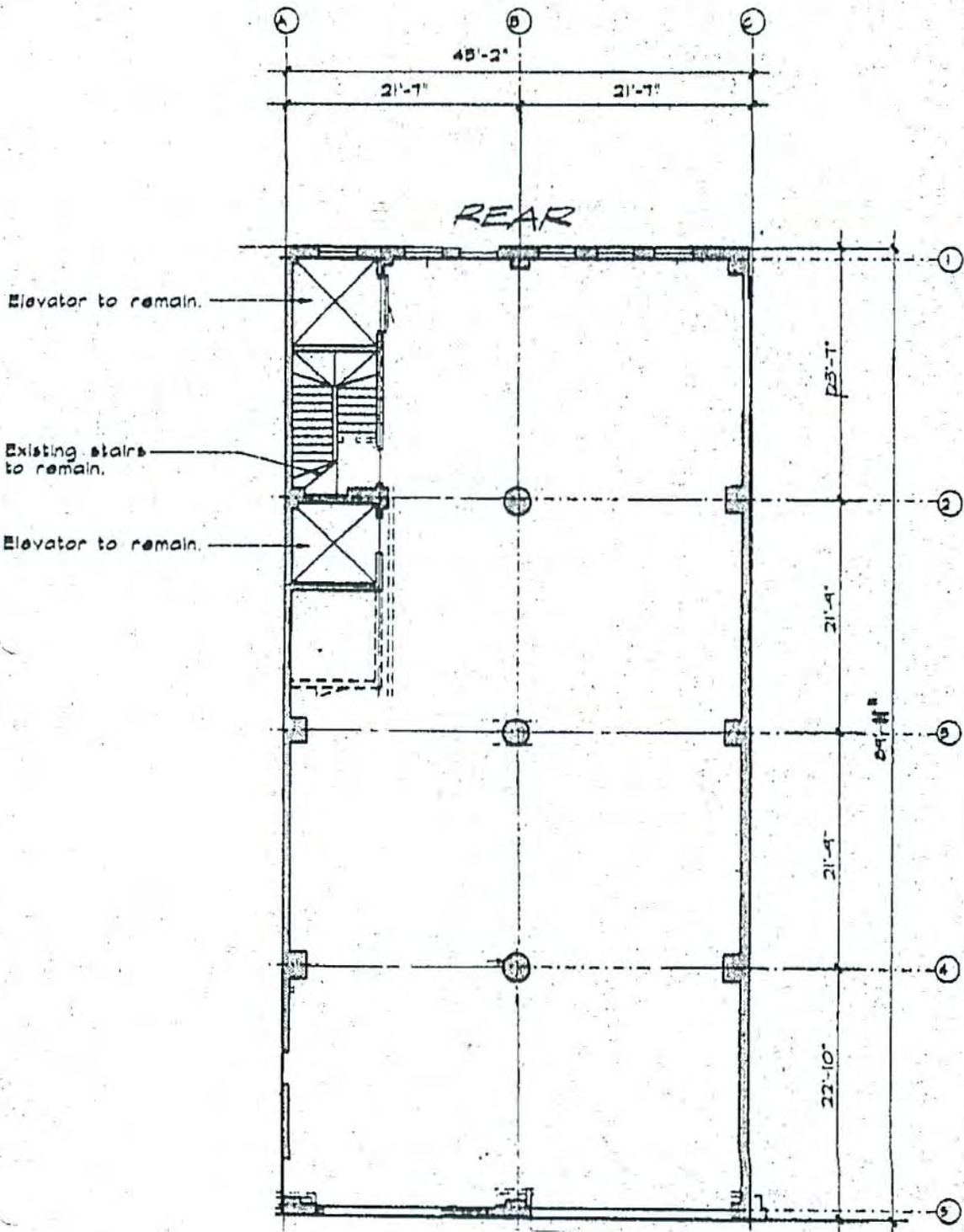


PHOTO LOCATIONS
10, 15, 10 LEVEL 1

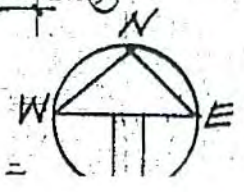


PHOTO LEGEND
10.15, 2010
807 ELM ST.

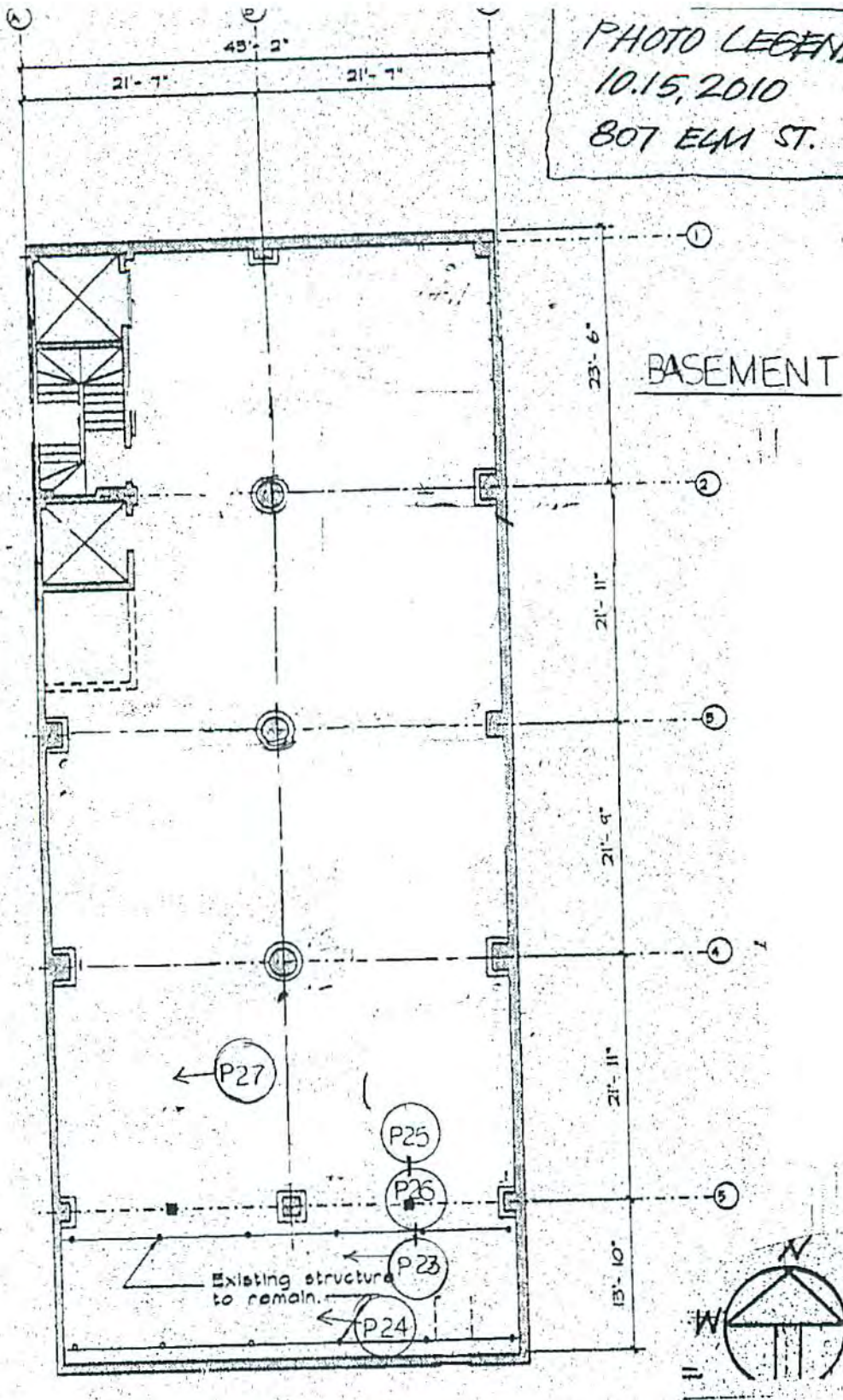




PHOTO: P1

WHAT IT IS: FLOOR SLAB CRACKS HAPPENING AT INTERIOR COLUMN, AT 5TH FLOOR. GRID B4.

HERE IS THE PROBLEM: INADEQUATE TOP REINFORCING STEEL IN SLAB WITH 1/8" TO 1" OPEN CRACKS EXTENDING RADIAL FROM COLUMN WITHOUT TOP REINFORCING, CAUSING OVERSTRESS, AND HAPPENING AT MOST OF THE COLUMNS ON EVERY FLOOR.



PHOTO: P2

WHAT IT IS: FLOOR SLAB CRACK ON INTERIOR SLAB EXTENDING BOTH EAST AND WEST OF THE COLUMN, AT 5TH FLOOR. GRID A4 TO B4 & B4 TO C4.

HERE IS THE PROBLEM: INADEQUATE SLAB REINFORCING FOR THE SLAB SPAN, WITH 1" OPEN CRACK EXTENDING HORIZONTALLY. SLAB SLOPES DOWN BOTH NORTH AND SOUTH FROM CRACK.



PHOTO: P3

WHAT IT IS: FLOOR SLAB CRACK ON INTERIOR SLAB EXTENDING BOTH EAST AND WEST OF THE COLUMN, AT 5TH FLOOR. GRID A4 TO B4.

HERE IS THE PROBLEM: INADEQUATE SLAB REINFORCING FOR THE SLAB SPAN, WITH 1" OPEN CRACK EXTENDING HORIZONTALLY. SLAB SLOPES DOWN BOTH NORTH AND SOUTH FROM CRACK.



PHOTO: P4

WHAT IT IS: FLOOR SLAB CRACK NEAR EXTERIOR WALL/BEAM, WEST WALL OF BUILDING, HAPPENING ON 5TH TO 2ND FLOOR. GRID A5 TO C5.

HERE IS THE PROBLEM: INADEQUATE BOND REINFORCING BETWEEN SLAB AND BEAM.



PHOTO: P5

WHAT IT IS: PROTRUDING BOTTOM REINFORCING AT 5TH FLOOR.

HERE IS THE PROBLEM: BOTTOM REINFORCEMENT EXPOSED AND RUSTED, CAUSED BY EXPOSURE TO THE ELEMENTS AND EXCESSIVE SLAB SPANS.



PHOTO: P6

WHAT IT IS: CEILING AT 5TH FLOOR, SHOWING SLOPE AND EXPOSED REBAR.

HERE IS THE PROBLEM: SLAB DEFLECTED DUE TO INADEQUATE REINFORCING.



PHOTO: P7

WHAT IT IS: CEILING AT 5TH FLOOR LEVEL. SLAB REBAR DEFLECTION.

HERE IS THE PROBLEM: SLAB HAS DEFLECTED DUE TO SPAN AND CONDITION OF REBAR, SLAB MAY CONTINUE TO DEFLECT AND ULTIMATLEY FAIL.



PHOTO: P8

WHAT IT IS: LEVEL 4, FLOOR LEVEL AT COLUMN, GRID B-4.

HERE IS THE PROBLEM: TOP OF SLAB HAS CRACKED AT PERIMETER OF COLUMN INADEQUATE SLAB REINFORCEMENT IN CAPITAL.



PHOTO: P9

WHAT IT IS: SLAB CRACK AT TOP OF SLAB FROM GRID B4 TO C4.

HERE IS THE PROBLEM: CONTINUOUS CRACK IN TOP OF SLAB PRODUCED BY INADEQUATE SLAB REINFORCEMENT.



PHOTO: P10

WHAT IT IS: 4TH FLOOR, EAST SIDE OF BUILDING, SLAB CRACK

HERE IS THE PROBLEM: CONTINUOUS CRACK IN SLAB AT TOP OF SLAB AND INADEQUATE REINFORCEMENT IN SLAB.



PHOTO: P11

WHAT IT IS: 4TH FLOOR, CEILING EXPOSED REBAR.

HERE IS THE PROBLEM: SLAB REINFORCEMENT RUSTED AND HAS NO CONCRETE COVER.



PHOTO: P12

WHAT IT IS: LEVEL 4, GRID C1 TO C5

HERE IS THE PROBLEM: CONTINUOUS CRACK IN SLAB IN TOP OF SLAB AT EAST SIDE;
INSUFFICIENT BONDING OF SLAB TO PERIMETER BEAM.

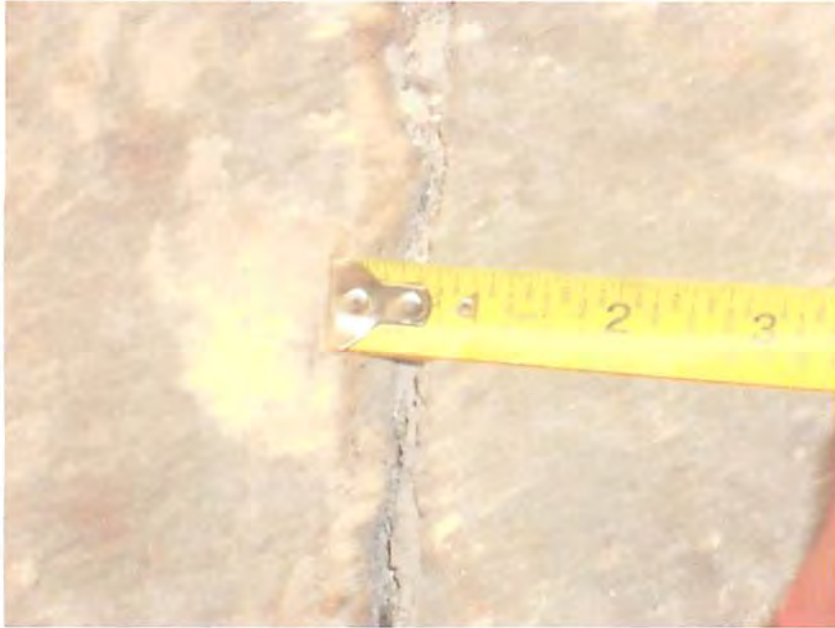


PHOTO: P13

WHAT IT IS: 4TH FLOOR PERIMETER BEAM CRACK, GRID C1 TO C5.

HERE IS THE PROBLEM: CONTINUOUS CRACK IN SLAB IN TOP OF SLAB APPROXIMATELY $\frac{3}{4}$ " WIDE. INADEQUATE SLAB REINFORCING.



PHOTO: P14

WHAT IT IS: 3RD FLOOR, COLUMN GRID B-4.

HERE IS THE PROBLEM: CRACKING IN SLAB SAME AS PERIMETER OF CAPITAL BELOW INADEQUATE REINFORCING IN SLAB.

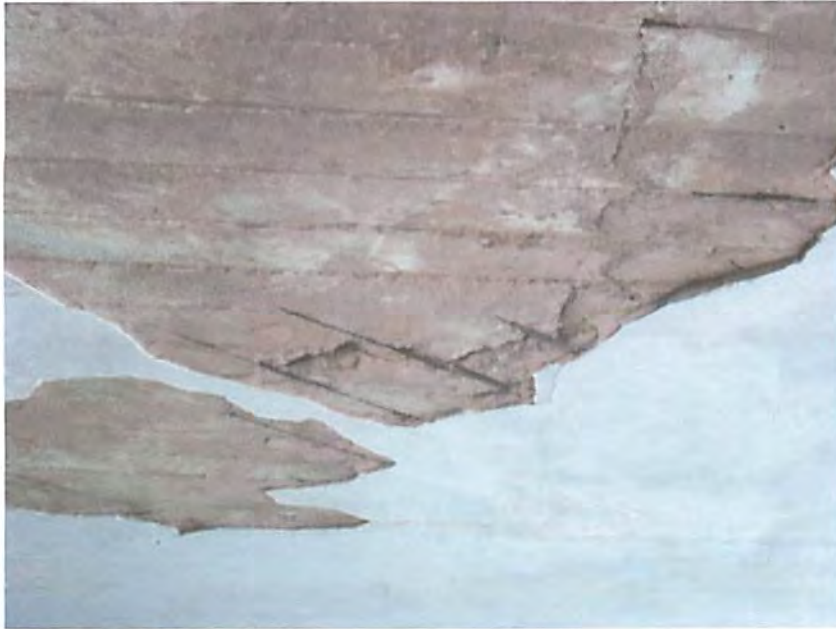


PHOTO: P15

WHAT IT IS: LEVEL 3, CEILING EXPOSED REINFORCING.

HERE IS THE PROBLEM: RUSTY REINFORCING, DECREASED STRENGTH OF CONCRETE, AND NO COVER OVER REBAR.



PHOTO: P16

WHAT IT IS: 3RD FLOOR BOTTOM OF SLAB CRACK.

HERE IS THE PROBLEM: CRACK FROM 4TH FLOOR; FLOOR SHOWS THROUGH TO BOTTOM OF SLAB.



PHOTO: P17

WHAT IT IS: 2ND FLOOR, COLUMN GRID B4.

HERE IS THE PROBLEM: CRACKS IN TOP OF SLAB; INADEQUATE SLAB REINFORCING AT COLUMN.



PHOTO: P18

WHAT IT IS: 2ND FLOOR PERIMETER BEAM CRACK, GRIDS A5-B5

HERE IS THE PROBLEM: CRACK IN EXTERIOR CONCRETE BEAM. SLAB HAS DEFLECTED.



PHOTO: P19

WHAT IT IS: 2ND FLOOR, GRID B4-C

HERE IS THE PROBLEM: CONTINUOUS CRACK IN TOP OF SLAB. SLAB HAS DEFLECTED.



PHOTO: P20

WHAT IT IS: LEVEL 2

HERE IS THE PROBLEM: A 1" CRACK IN TOP OF SLAB CAUSED BY SLAB DEFLECTED.



PHOTO: P21

WHAT IT IS: 2ND FLOOR, GRIDS A3-B3

HERE IS THE PROBLEM: CONTINUOUS CRACK IN SLAB IN TOP OF SLAB; SLAB HAS DEFLECTED.

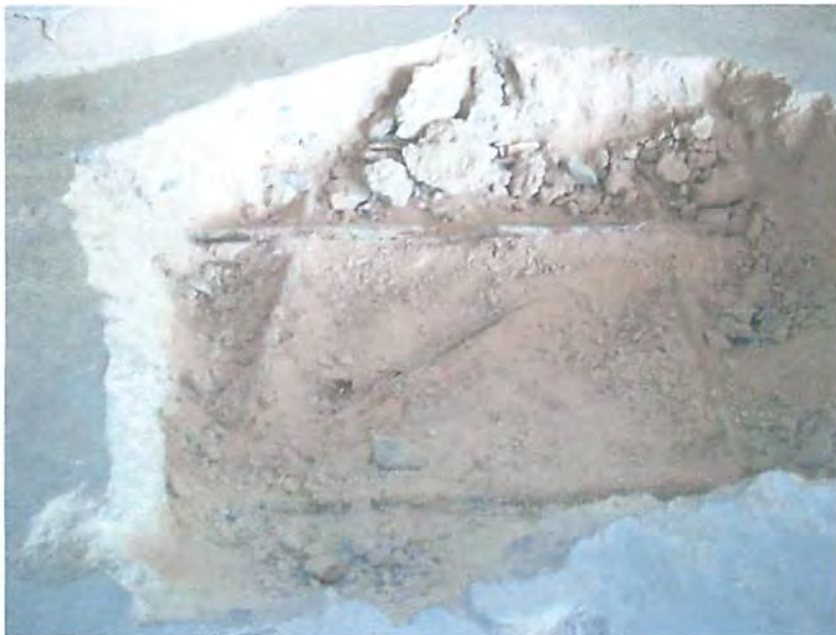


PHOTO: P22

WHAT IT IS: LEVEL 2, GRID B5

HERE IS THE PROBLEM: EXPOSED REBAR, CONFIRMING NO TOP REINFORCING IN SLAB.



PHOTO: P23

WHAT IT IS: AREA UNDER SIDEWALK

HERE IS THE PROBLEM: ADDED SHORING TO SUPPORT DETERIORATED CONCRETE SLAB AND BEAMS; REINFORCING IN CONCRETE BEAMS AND SLABS RUSTING AND MOST BASE PLATES ARE COMPLETELY RUSTED.



PHOTO: P24

WHAT IT IS: AREA UNDER SIDEWALK

HERE IS THE PROBLEM: ADDITIONAL STEEL BEAMS AND COLUMNS USED WITH DETERIORATED CONCRETE, CONCRETE BEAMS AND SLABS, RUSTY REBAR



PHOTO: P25

WHAT IT IS: AREA UNDER SIDEWALK

HERE IS THE PROBLEM: ADDITIONAL STEEL COLUMNS AND BEAMS TO SUPPORT DETERIORATED CONCRETE BEAMS AND SLABS. EXISTING BEAMS AND STEEL COLUMNS HAVE DETERIORATED.



PHOTO: P26

WHAT IT IS: AREA UNDER SIDEWALK

HERE IS THE PROBLEM: ADDITIONAL STEEL COLUMNS AND BEAMS TO SUPPORT DETERIORATED CONCRETE BEAMS AND SLABS. EXISTING BEAMS AND STEEL COLUMNS HAVE DETERIORATED.



PHOTO: P27

WHAT IT IS: BASEMENT CEILING

HERE IS THE PROBLEM: SLAB HAS DEFLECTED; REBAR IS EXPOSED AND RUSTY WITH NO COVER.

DISTRESSED BUILDING PICTURES



1. SECOND FLOOR SLAB REINFORCING.



2. 2ND FLOOR "FIRST FLOOR CEILING" TYPICAL.



3. 2ND FLOOR "FIRST FLOOR CEILING" TYPICAL.



4. SECOND FLOOR CEILING.



5. TYPICAL CRACKS, FLOORS 2-5.



6. TYPICAL CRACKING AT COLUMNS, FLOORS 2-5.



7. TYPICAL AT FLOORS 2-5.



8. TYPICAL AT FLOORS 2-5.



9. 3RD FLOOR



10. TYPICAL, FLOORS 2-5.



11. TYPICAL, FLOORS 2-5.



12. SOUTH WEST CORNER OF BUILDING



13. S.W. CORNER OF BUILDING



14. S.W. CORNER OF BUILDING



15. S.W. CORNER OF BUILDING



16. WEST SIDE OF BUILDING



17. BEAM UNDER SIDEWALK.



18. SLAB REINFORCING UNDER SIDEWALK.



19. SLAB AND BEAM REINFORCING UNDER SIDEWALK.



20. BEAM UNDER SIDEWALK.



21. BASEMENT, WEST WALL WATER BUILD-UP.



GODWIN CONSTRUCTION L.L.C.
General Contractors

PCB Properties, LLC
5307 E. Mockingbird Suite 200
Dallas, Texas 75206
FAX 214 584 2518

November 1, 2010

ESTIMATE: 807 Elm
Modify structure using 3 construction methods

Gentlemen,

We have estimated the demolition and construction costs of the submitted structural modifications to the subject. We have defined some details in order to complete only the structure that we believe to be appropriate for finish-out by others. Windows, store front, curtain wall, floor covering, ceilings, partitions, electrical, mechanical and plumbing are estimated from preliminary drawings. However, we submit a list of suggested allowance for some of these works based on Mean's published preliminary estimate costs for these works. We have no declared occupancy on which to base an interior partition, door, floor covering, or décor allowance.

Note particularly, that we include the replacement of the concrete first floor. It is apparent that the original floor has exposed the deterioration evidence after the submitted drawings were made. This new floor would be at an elevation of 5" above the present floor grade. The new public sidewalk would be sloped up 3" to allow this drainage feature at the entry.

The submitted architectural lay-out plans and the Hennessey Engineering preliminary structural plans indicate modifications to eliminate the existing 5th floor and to make only the remaining upper 3 floors match the rear building floor grades.

We include a budget to build the rear 6 story floors between the buildings. We assume that the east and west wall gaps will be enclosed in a curtain wall by others with the other exterior work.

We have included estimates for the demolition and removal of the westerly neighbor's remnants of a brick wall and the front fire escape. The existing roll-up and man doors on the west side of the building will be removed. The openings will be structurally filled with brick. The existing block wall infills will be structurally strengthened. We have separately set allowances for additional work to prepare the building for use as a concrete shell. An interior estimate is based on a nominal finish out.

In response to Hennessey Engineering request that we present you with estimates of the modifications by operation, we have lumped the hard costs with the tool, equipment and ancillary costs to set reasonable budgets that are dependent on the final details that the parties finally approve for construction.

The attached estimates are for the 3 different proposed alternates for the structural frame systems:

Thank You,


B.C. Godwin

Hen 5025 E4

cc: Steven Metzger
FAX 214 224 7555

Alternative #1 HEAVY TIMBER FRAME with concrete-steel composite deck.

1. Rent, set and K.D. construction elevator.....	\$ 15,500.00
2. Cut and fill rear windows & r/u doors to rough openings.....	10,500.00
3. Demo stairs and exist elevator shafts.....	15,600.00
4. Shore 5 floors.....	25,800.00
5. Saw cut 6 slabs.....	16,500.00
6. Load and dump floors.....	111,500.00
7. Form and pour 5 wall beams.....	58,800.00
8. Set joists and decks.....	284,500.00
9. Pour 4 decks.....	219,700.00
10. Form 1 st floor and wall beam.....	72,000.00
11. Pour 1 st floor.....	30,300.00
12. Demo and pour new sidewalk.....	15,100.00
13. Interior steel-concrete stair and masonry shaft walls.....	61,800.00
Sub total.....	\$937,600.00
14. Structural supervision, overhead, profit.....	187,500.00
Estimated structural contract...	<u>\$1,125,100.00</u>

Allowances:

15. Demo and haul west wall brick overlay.....	28,000.00
16. Demo and haul front fire escape.....	15,500.00
17. Roof, parapet & sheet metal.....	36,000.00
18. Windows, store front and bldg. gap curtain walls.....	44,600.00
19. 2-stop elevator and shaft.....	76,800.00
20. 6-stop elevator and shaft.....	140,800.00
Sub total.....	\$341,700.00
21. Allowance supervision, overhead, profit.....	68,300.00
Estimated allowances contract.....	<u>\$410,000.00</u>
22. Partitions, doors, ceilings, painting, cabinets, floor covering net...	300,000.00

Some typical budgets for utilities:

A. Electrical.....	\$ 198,000.00
B. HVAC.....	272,000.00
C. Plumbing.....	160,000.00
Sub total.....	\$ 630,000.00
D. Utility supervision, overhead & profit	126,000.00
Estimated utility contracts.....	<u>\$ 756,000.00</u>

Estimated total of construction contracts.....	\$2,591,100.00
With \$250,000.00 contingencies.....	\$ 2,841,100.00
Commercial: Add applicable sales tax.	

Alternative #2 STEEL FRAME with concrete-steel composite deck.

1. Rent, set and K,D. elevator.....	\$ 15,500.00
2. Cut and fill rear windows & r/u doors to rough openings.....	10,500.00
3. Demo stairs and exist elevator shafts.....	15,600.00
4. Shore 5 floors.....	25,800.00
5. Saw cut 6 slabs.....	16,500.00
6. Load and dump floors.....	111,500.00
7. Form and pour 5 wall beams.....	58,800.00
8. Set joists and decks.....	357,100.00
9. Pour 4 decks.....	219,700.00
10. Form 1 st floor, column and wall beams.....	72,000.00
11. Pour 1 st floor.....	30,300.00
12. Demo and pour new sidewalk.....	15,100.00
13. Interior steel-concrete stair and masonry shaft walls.....	61,800.00
Sub total.....	\$ 1,010,200.00
14. Structural supervision, overhead & profit.....	202,000.00
Estimated structural contract.....	<u>\$1,212,200.00</u>

Allowances

15. Demo and haul residual west wall brick overlay.....	28,000.00
16. Demo and haul front fire escape.....	15,500.00
17. Roof, parapet, sheet metal.....	36,000.00
18. Windows, store front and bldg. gap curtain walls.....	44,600.00
19. 2-stop elevator and shaft.....	76,800.00
20. 6-stop elevator and shaft.....	140,800.00
Sub total.....	\$ 341,700.00
21. Allowance items supervision, overhead & profit.....	68,300.00
Estimated Allowance item contract.....	<u>\$410,000.00</u>
22. Partitions, doors, ceilings, painting, cabinets, floor covering net.	300,000.00

Some typical budgets for utilities:

A. Electrical.....	\$ 198,000.00
B. HVAC.....	272,000.00
C. Plumbing.....	160,000.00
Sub total.....	\$ 630,000.00
D. Utility supervision, overhead & profit.....	126,000.00
Estimated utility contracts.....	<u>\$ 756,000.00</u>

Estimated total of construction contracts.....	\$ 2,678,200.00
With \$250,000.00 contingencies.....	\$ 2,928,200.00

Commercial: Add applicable sales tax.

Alternative #3 CONCRETE FRAME with concrete-steel composite deck.

1. Rent, set and K,D. elevator.....	\$ 15,500.00
2. Cut rear windows & fill r/u doors to rough openings.....	10,500.00
3. Demo stairs and exist elevator shafts.....	15,600.00
4. Shore 5 floors.....	25,800.00
5. Saw cut 6 slabs.....	16,500.00
6. Load and dump floors.....	111,500.00
7. Form and pour 5 wall beams.....	58,800.00
8. Set joists and decks.....	218,000.00
9. Pour 4 decks.....	236,900.00
10. Form 1 st floor, column and wall beams.....	72,000.00
11. Pour 1 st floor.....	32,400.00
12. Demo and pour new sidewalk.....	15,100.00
13. Interior steel-concrete stair and masonry shaft walls.....	61,800.00
Sub total.....	\$ 860,400.00
14. Structural supervision, overhead & profit.....	172,000.00

Estimated structural contract.....\$ 1,032,400.00

Allowances:

15. Demo and haul residual west wall brick overlay.....	28,000.00
16. Demo and haul front fire escape.....	15,500.00
17. Roof, parapet, sheet metal.....	36,000.00
18. Windows, store front and bldg. gap curtain walls.....	44,600.00
19. 2-stop elevator and shaft.....	76,800.00
20. 6-stop elevator and shaft.....	140,800.00
Sub total.....	\$ 341,700.00

21. Allowance items supervision, overhead & profit..... 68,300.00

Estimated allowance item contract..... \$ 410,000.00

22. Partitions, doors, ceilings, painting, cabinets, floor covering net. 300,000.00

Some typical budgets for utilities:

A. Electrical.....	\$ 198,000.00
B. HVAC.....	272,000.00
C. Plumbing.....	160,000.00
Sub total.....	\$ 630,000.00

D. Utility supervision, overhead & profit..... 126,000.00

Estimated utility contracts.....\$ 756,000.00

=====
Estimated total of construction contracts.....\$ 2,498,400.00

With \$250,000.00 contingencies.....\$ 2,748,400.00

Commercial: Add applicable sales tax



10455 N. Central Expressway
Suite 109
Dallas, Texas 75214
Phone: (972) 943-7995
Fax (866) 591-5692
www.ehpDallas.com

August 24, 2010

Mr. Taylor Burns
Park Cities Bank
5307 E. Mockingbird Lane, Suite 200
Dallas, Texas 75206

Re: **Asbestos Abatement and Consulting Proposal**
807 Elm Street – Dallas, Texas

Dear Mr. Burns:

EHP Consulting, L.L.C. (EHP) appreciates the opportunity to provide you with this proposal for Asbestos Consulting and Abatement Services at the above referenced property. The abatement activities will focus on the professional, licensed removal of approximately 2,500 square feet of interior wall texture (on plaster), 675 square feet of vinyl floor tile/mastic, 400 square feet of exterior painted texture, 800 square feet of exterior black wall mastic, and 8,200 square feet of exterior plaster wall surfacing. The subject property and related improvements are located at 807 Elm Street in Dallas, Dallas County, Texas.

This proposal is based on review of a previous "Pre-Demolition Asbestos Survey" completed by EHP, report dated August 17, 2010, and a pre-bid site walk through with all contractors. As part of proposal development activities, EHP obtained bids from four (4) qualified asbestos abatement contractors: ARC Abatement, Empire Environmental, North Star Abatement, and HP Envirovision were the contractors asked to provide bids on the project. ARC Abatement presented the lowest bid for the asbestos abatement project (see attached bids).

Proposal Assumptions

The following conditions are assumed to exist as the basis for this proposal:

- *Work will be performed upon approval to proceed (ATP) and completion of the Texas Department State and Health Services (TDSHS) 10-working day notification period.*
- *The work areas will be unoccupied and accessible to EHP and related contractor personnel during the project period.*
- *Electricity and water will provided by the building owner. Parking and temporary rental of the any required parking spaces (along east wall) will be the responsibility of the owner. Temporary relocation of the parking attendant kiosk will also be the responsibility of the owner.*
- *Security fencing IS included in the contractor's cost estimate.*
- *This proposal does NOT include the TDSHS Notification filing fee which is sent directly to the owner listed on the project notification. This fee will not exceed \$2,500.00.*

Mr. Taylor Burns
Asbestos Abatement/Consulting Proposal
807 Elm Street – Dallas, Texas
Page 2,

**BUDGET ESTIMATE
ASBESTOS ABATEMENT SERVICES**

	<u>Task</u>	<u>Cost</u>
1.	ARC's cost for the removal of all identified ACMs per EHPs report dated August 17, 2010, and site walk thru (see attached bids).....	\$ 48,680.00*
2.	Project management, contractor management, & contract administration (7.5% of contractors cost).....	\$ 3,651.00
3.	Pre-Demolition Asbestos Survey, Confirmation Sampling, & Point Counting (already completed)	\$ 1,400.00
4.	Asbestos bid/performance specification development, bid appropriation, & project notification.....	\$ 2,950.00
5.	Air monitoring labor & analysis during abatement, project management, & OSHA compliance air sampling (15 days @ \$500.00/day).....	\$ 7,500.00**
6.	Consulting hours (project meetings, management, regulatory correspondence, etc.) (10 hours @ \$ 125.00/hour).....	\$ 1,250.00
7.	Final Reporting (lump)	<u>\$ 500.00</u>
TOTAL COST:		\$65,931.00

* Should water and/or electricity be required from the contractor, a daily rate of \$250.00 will be added to the final invoice.
** This cost is based on a project period of 15 days. Should the project take more/fewer days to complete, the final invoice will be adjusted accordingly (daily rate \$500/day).

Should you find the terms of this proposal acceptable, please indicate by signing the space provided below. Please return via facsimile to my attention at (866) 591-5692. Thank you again for the opportunity to provide you with this budget estimate. Should you have any questions pertaining to the above referenced scope of work or related costs, please do not hesitate to call me at (214) 417-9280.

For PARK CITIES BANK:

For EHP CONSULTING, L.L.C.:

Signature



Signature

Title

President
Title

Date

July 9, 2010
Date



- Asbestos Abatement
- Mold Remediation
- Lead Removal
- Demolition and
- Restoration

AUSTIN - DALLAS - HOUSTON - SAN ANTONIO - WACO - SHREVEPORT

2710 National Place Garland, Texas 75041
800-495-4272 Toll Free-972-271-1583 Office-972-271-1586 Fax

August 23, 2010

B-10-410

Park Cities Bank
ATT: Mr. Taylor Burns
5307 E. Mockingbird Lane, Suite 200
Dallas, Texas 75206

RE: Asbestos Abatement @ 807 Elm Street Dallas, TX

Dear Mr. Burns,

ARC ABATEMENT 1, Ltd. proposes to provide supplies, equipment, materials, documentation, and supervision to complete this project. Insurance provided at \$1,000,000.00 for Automobile, \$5,000,000.00 for General Liability, and Statutory limits for Worker's Compensation. ARC is a licensed asbestos abatement contracting company with trained, state-registered workers and supervisors who have a current physical. Local, state and federal guidelines are observed throughout projects. In addition to asbestos, ARC performs mold remediation, lead abatement, hazardous material cleanups, demolition and other similar services.

ARC ABATEMENT 1, Ltd. requires the following to be provided by the Owner: access to power, temporary storage of supplies, disposal of non-ACM waste and removal of all items stored in the work areas.

Any alteration or deviation from this proposal involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents or delays beyond our control.

ARC ABATEMENT 1, Ltd. appreciates the opportunity to submit this proposal and looks forward to working with you in the future. Should you have any questions or require further information, please do not hesitate to call this office.

Sincerely,

Rick Rickels

Rick Rickels
Project Manager

B-10-410

SCOPE OF WORK

The work includes the removal of the following asbestos containing materials:
Approximately 2,500 SF of Interior Wall Texture, 675 SF of Vinyl Floor Tile/Mastic,
400 SF of Exterior Texture, 8,200 SF of Exterior Plaster Surfacing and 800 SF of
Exterior Black Mastic at the above listed facility.

State Fees and Air Monitoring/Specifications-Project Design are not included in this proposal.

METHOD OF REMOVAL

All material shall be removed and disposed of in the appropriate landfill as per specifications.

DURATION

Duration shall be 15 working days.

PRICE

Asbestos Abatement **\$ 48,680.00**

Please see page 3 for requested cost breakouts.

Note: If bonding is required ADD 2% surcharge to unit cost.

Net 10 days quotation valid for 30 days.

Accepted on _____
Date

By _____
Signature/Title

B-10-410

Contractor Supplied Water	\$ 575.00
Re-Mobilization – (Not in base number)	\$ 950.00
Swing Stage	\$ 12,500.00
Temporary Fencing	\$ 775.00

All sums payable under this Agreement shall be paid to ARC Abatement 1, Ltd. at 300 South Second Street, Waco, McLennan County, Texas.

In the event there is a dispute over the terms of this agreement or work performed under this agreement, venue for any action will be in McLennan County, Texas



HP EnviroVision

August 23, 2010

PROPOSAL #M9682-10

Mr. Taylor Burns
Park Cities Bank
5307 E. Mockingbird Lane, Suite 200
Dallas, TX 75206

tburns@parkcitiesbank.com

RE: **Asbestos Abatement of Vacant Building**
807 Elm Street, Dallas, TX

HP ENVIROVISION (HP) appreciates the opportunity to present this proposal for the abatement of asbestos containing materials / environmental remediation at above referenced site as further identified in the scope of work section and this proposal.

HP to perform the work per local, state and federal guidelines, including regulations of the Environmental Protection Agency (EPA), Occupational Safety & Health Administration (OSHA), and the Texas Department of State & Health Services (DSHS).

Our bid includes insurance coverages with \$5M limit on General Liability including contractors pollution liability, and \$1M limits on Microbial (mold) services. We carry \$1M limits on Commercial Auto and Employer's Liability with Statutory Worker's Compensation statutory. HP also carries a \$4M umbrella policy.

HP is licensed by the Texas Department of State Health Services as an asbestos abatement contractor (#80-0630), asbestos transporter (#40-0178), certified as a "Lead Firm", Certification Number #2110142, licensed Mold Remediation Company #RCO 0106, and a Mold Contractor (James Palet), #MRC 0111.

The DSHS asbestos removal fee is not included with our bid. DSHS will send this removal fee invoice directly to the building owner for payment. Fees are determined by the quantity of asbestos to be abated. DSHS calculates fees at \$30 per Asbestos Reporting Unit (ARU) plus 3%; each 160 square feet or 260 linear feet of asbestos abated equals one ARU. Upon award or notice to proceed, as a courtesy, HP will file or amend the mandatory ten (10) working day notification to DSHS via Certified Mail. (Note: The maximum fee per project is \$3,210 and a minimum of \$55 - Schools maximum fee is \$320)

We appreciate the opportunity to submit this proposal, and look forward to the opportunity to demonstrate our professional capabilities. To proceed, please return one signed copy of this bid proposal, or issue a notice to proceed so that we may schedule the work.

Sincerely,

Mike Livengood

Mike Livengood
Project Manager

460 S. Belt Line, #430 Irving, Texas 75060 (972) 399-0068, Fax 972-986-6013

D2 -
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PROPOSAL # M9682-10

SCOPE OF WORK: This bid proposal includes the following environmental services, per EHP's Asbestos Survey dated August 17, 2010;

807 Elm Street, Dallas, TX:

- A) **Interior Wall Texture, First Floor:** Asbestos abatement of approximately 2,968 square feet of texture on plaster walls inside a negative pressure enclosure system(s) with a shower decontamination system.
- B) **Flooring Materials, First Floor:** Asbestos abatement of approximately 136 square feet of floor tile and underlying black mastic applied to a finished concrete substrate underneath ceramic tile, inside a negative pressure enclosure with critical barriers and ½ wall splash guards. HP to remove and dispose of cove baseboard at HP's option as needed to access flooring materials. HP to use hand tools and/or mechanical methods to remove flooring tiles. For mastic removal, HP to use hand tools and ChemSafe's "Clear" no odor, high flash point (> 200 degree) mastic remover.
- C) **Flooring Materials, Second Floor:** Asbestos abatement of approximately 163 square feet of floor tile and underlying black mastic applied to a finished concrete substrate inside a negative pressure enclosure with critical barriers and ½ wall splash guards. HP to remove and dispose of cove baseboard at HP's option as needed to access flooring materials. HP to use hand tools and/or mechanical methods to remove flooring tiles. For mastic removal, HP to use hand tools and ChemSafe's "Clear" no odor, high flash point (> 200 degree) mastic remover. HP reserves the right to use RFCI methods on the Second Floor, if applicable.
- D) **Texture on Exterior (East) Wall, Outside, Five Stories:** Asbestos abatement of 6,800 square feet of texture on brick surface. HP to install scaffolding for the entire face, contain manageable areas each day to abate based on NESHAP methods and EHP's directive.
- E) **Black Mastic & Exterior Painted Texture, Front (South) Side, One Story:** Asbestos abatement of approximately 230 square feet of black mastic / buttons and painted texture from the front of the building, first floor level up to the metal fire escape.
- F) **Temporary Fencing:** HP to provide rented fencing and gate to be installed on the East side of the building (approximately 20' out from the building, running from the sidewalk to the back edge of the building in a "C" shape configuration), with a gate for HP's and asbestos container access.

PROJECT DURATION - FINAL REPORT:

Project duration for asbestos abatement is estimated at ten to fifteen (10-15) work days, depending on weather. HP will work Monday-Saturday, day shifts, up to 10 hours per work shift. At project completion HP to provide either client or consultant a final report via either email, direct mail (bound report or CD disk PDF format).

WASTE TRANSPORT - DISPOSAL:

Asbestos wastes generated will be packaged, labeled, manifested, transported and disposed of by HP for the owner to an EPA / DSHS approved landfill. The original (signed) copy of the waste manifest will be sent back to the owner directly by the landfill. Only where available, will HP use the owner's on-site waste container to dispose of any non-asbestos trash unless otherwise indicated.

PROPOSAL # M9682-10

Bid Qualifications - Responsibilities of Owner/Others:

- 1) **Utilities:** Bid based on the client / owner providing adequate site electrical sources for the proposed work. If not available HP to provide for cost plus 15%. Note: HP to provide water for the project.
- 2) **Parking:** Allow for placement, when applicable, of asbestos disposal containers next to the structure and parking for HP employees.
- 3) **Containment Watch or Security** excluded for when HP is not on site.
- 4) **Contents:** Structure is scheduled for demolition.
- 5) **Refurbishment:** Structure is scheduled for demolition.
- 6) **Tape Damage:** Structure is scheduled for demolition.
- 7) **Accessibility:** Materials to be physically accessible, openly exposed, not requiring demolition to access unless specified. Access: Owner to provide unimpeded access to the East side of the building, and Owner to provided access to half of the sidewalk in front of the building.
- 8) **Other hazardous materials,** if present, are excluded. Client shall timely inform HP as to the identity and location of any known hazardous - toxic materials - conditions at the project site. Owner is responsible for any costs associated with testing for, abating, or delays caused from the presence of other hazardous materials.
- 9) **Insurances:** HP carries \$5M Gen. Liability, \$1M Auto & Work Comp, plus a \$4M umbrella, any additional coverage to be provided at cost + 15%. Owner to be listed as an additional insured. Property / Builder's risk insurance by owner. Waiver of Subrogation is included
- 10) **Air Testing - Consultant:** DSHS regulations require the owner to provide and pay for all air testing, consulting services independently. Air lab excluded. Bid based on PCM type air clearance. Design, sampling, air monitoring and consulting excluded. HP reserves right to adjust pricing or approve of owner selected air lab, consultant, project design-work plan, specifications when not provided / available at time of bid.
- 11) **OSHA airs:** HP to complete a Negative Exposure Assessment or OSHA air tests
- 12) HP's bid proposal is to be incorporated into any project / contract documents.
- 13) **Notice:** Owner or their agent to notify subcontractors, employees, tenants affected by the asbestos abatement work prior to HP's mobilization as required by OSHA.
- 14) **Delays:** HP will be excused for any delay beyond our reasonable control, such as, Acts of God, labor disputes, accidents, inclement weather, acts of public authority, acts of the Owner, or other unforeseen contingencies.
- 15) **Status:** HP's status is that of an independent contractor and to provide services only as indicated by the owner or their representatives.
- 16) HP reserves the right to adjust pricing / time for a change in regulatory enforcement
- 17) **Fees:** DSHS removal fee, taxes, special assessments and charges required by public bodies, utilities to be paid for by the owner unless otherwise indicated.
- 18) Project start date and duration shall be mutually agreed upon.
- 19) **Multi-Layer:** Bid based on single layers of materials unless specifically identified. If double layer wallboard / sheetrock / flooring materials, etc. are encountered an additional charge will apply to remove the second layer.
- 20) **Flooring materials** covered by fixed items (walls, cabinets, etc.) or in slab stress cracks are excluded. HP to abate up to covered surfaces.
- 21) **Flooring materials:** An additional charge may apply to abate excessive floor filler-leveler, non-asbestos mastics, and porous surfaces.
- 22) **Demolition:** Demolition of the structure is by others.

PROPOSAL # M9682-10

METHOD(S) OF REMOVAL:

HP has based our bid on performing the work per federal, state, and local guidelines throughout the abatement process. HP will provide state licensed personnel with current training, and medical exams for working with asbestos materials.

Personnel will don respiratory protection equipment consisting negative pressure ½ mask respirators and/or full face Powered Air Purifying Respirators (PAPR's) depending on the type of material and anticipated airborne fiber levels. HP will provide our personnel with personal protective equipment as needed for the project including: disposable suits, rubber boots, gloves, safety glasses, hard hats, respirator disinfectants, safety lanyards / harnesses, and hearing protection.

For materials to be abated inside Negative Pressure Containment(s), HP will install 6 mil critical barriers, 1-2 layers of 4 mil wall poly, 1-2 layers of 6 mil floor poly, shower decontamination unit and filter effluents to 5 um. Negative air pressure will be accomplished using 600-2500 CFM negative air units monitored by direct reading or printout manometers. Air exchange will be based on -0.02 negative pressure or 4 exchanges per hour.

Flooring abatement (tile/black mastic) will be performed using the recommended work practices of the Resilient Floor Covering Institute (RFCI). RFCI methods do not require negative pressure containment of the work area, use of protective clothing / respirators, or air testing. HP will package and dispose of asbestos flooring wastes generated to a DSHS/EPA approved landfill. Flooring mastics will be abated using ChemSafe's "Clear" No Odor, High Flash Point (> 200 degree) mastic remover.

Flooring abatement (e.g. tile/black mastic) to be performed inside a negative pressure enclosure with 6 mil critical barriers, single layer ½ wall splash guards, and a shower decon system. Owner to move out all furnishings covering the flooring materials to provide HP with an openly exposed floor surface. HP to use ChemSafe's "Clear", no odor, high flash point (> 200 degree) liquid mastic remover and either mechanical means or spud bars to wet remove floor tiles / linoleum.

COMPENSATION FOR SERVICES:

First Floor Interior Wall Texture	\$ 9,369.00
First Floor Flooring	\$ 408.00
Second Floor Flooring	\$ 601.00
Exterior Texture, East Wall, Five Stories	\$ 28,037.00
Scaffolding for East Wall	\$ 16,075.00
Fence Rental for East Wall	\$ 560.00
Exterior Paint / Black Mastic, South Wall, First Floor	\$ 1,850.00
Total Lump Sum Base Bid:	\$ 56,900.00 *

(Fifty Six Thousand Nine Hundred Dollars & 00/100)

Mobilization / Project Setup / Final Report
 Asbestos Abatement (See Page 2 Scope of Work)
 (Includes Labor, Insurances, Overhead, Profit)
 Materials (poly, tapes, suits, filters, solvents, bags, etc.)
 Trade Equipment (decons, negative air units, vacuums)
 Asbestos Waste Manifest, Transportation & Disposal
 OSHA compliance air tests of HP employees

PROPOSAL # M9682-10

*Asbestos abatement is tax exempt per the Texas sales and use tax section 151.0048(a)(3)(A) of the Texas Tax Code. HP pays sales tax on materials.

DSHS Notification Fees	\$	by owner
Air Testing / Licensed Consultant Services	\$	by owner

TERMS: Completion / Net 30 Days / 1.5% monthly finance charge or maximum allowed by law on amounts past due 30 days / No Retainage / Bonding Excluded. Proposal valid for 30 days. Client to pay costs and expenses, including reasonable attorneys' fees, incurred by HP should collection proceedings be necessary.

Please sign below to indicate your acceptance of this proposal, and to serve as your "notice to proceed" with the work. Acceptance also serves as **authority for HP to file any required notifications to regulatory agencies (e.g. DSHS)**, and to sign the waste disposal manifest on the owner's behalf unless instructed otherwise.

_____	_____
Company Name	Purchase Order # (if applicable)

_____	_____
Print Name	Title
Authorized Representative	

_____	____/____/____
Signature	Date

Fax Signed Copies to: 972-986-6013

460 S. Belt Line, #430 Irving, Texas 75060 (972) 399-0068

Empire Environmental

MOLD REMEDIATION ♦ ASBESTOS ABATEMENT ♦ LEAD ABATEMENT ♦ DEMOLITION

Reply to
Martin Robledo
Phone: 214-327-3653
Fax: 214-321-5669

August 23, 2010

Mr. Taylor Burns
Park Cities Bank
5707 E. Mockingbird Lane, Ste 200
Dallas, Texas 75206

Proposal for Asbestos Removal Services at the following site

COMMERCIAL BUILDING
807 ELM STREET
DALLAS, TEXAS

Mr. Burns

Empire Environmental Group (EEG) would like to thank you for the opportunity to submit pricing on the above referenced project. EEG will provide all necessary supervision; labor, materials and supplies required to be in compliance with Federal, State and local specifications as well as observing all related regulations that apply to this proposal.

SCOPE OF WORK

This scope of work is based on survey data which was generated by EHP Consulting and discussions with Mr. Russell McMillan This proposal includes and covers the following items:

ASBESTOS MATERIALS

- Removal of vinyl floor tile mastic located in 2nd floor/restroom estimated quantity 400 sf
- Removal of vinyl floor tile/mastic black located in 1st floor estimated quantity 275sf
- Removal of interior wall texture on plaster walls located in 1st floor estimated quantity 2,500 sf
- Removal of exterior painted texture located in south entrance 1st level on exterior tile and metal post estimated quantity 400 sf
- Removal of exterior black mastic located in south entrance under tile and west wall estimated quantity 800 sf
- Removal of exterior plaster surfacing located in east wall-all levels 8,000 sf

PRICING SHETT BREAKDOWN

Disposal of ACM Waste	\$ 3,000.00
OSHA Personnel/Air Monitoring	\$ 2,250.00
Cost for Removal of Asbestos Materials This Includes Labor, Materials and Equipment	\$ 52,425.00
Scaffold Platform all Levels Labor and Equipment	\$ 19,500.00
Parking Fees	\$ 1,250.00
Empire to Provide Water /Per City of Dallas Code	\$ 1,525.00

Total Cost for Completion of the above referenced scope of work is \$ 79,950.00
Seventy nine thousand nine hundred fifty &no/100s

ACM/UNIT RATES

- Mobilization/Remobilization fee each \$ 1,250.00
- Interior Wall Texture \$ 3.95 sf
- Exterior Wall Texture \$ 5.10 sf
- Exterior Black Mastic \$3.00 sf
- VCT/ mastic \$3.00 sf

INCLUSIONS:

- OSHA MONITORING
- WATER PER DURATION OF ABATEMENT PHASE
- COMPLETION OF SCOPE OF WORK WITH IN 25 WORKING DAYS
- DISPOSAL OF ACM TO APPROVED LANDFILL
- INSURANCE LIABILITY/UMBRELLA

EXCLUSIONS:

- Third Party Air Monitoring
- State Health Department Fees
- Owner to Supply Electricity
- Demolition Permits/Fess
- Street or Side walk Temporary Permits
- Security Guard or Fire Watch
- Any Temporary Fencing

.Suggestions regarding this proposal that will allow our company EEG to be more competitive are welcome and appreciated. Do contact me at your earliest convenience with inquiries, submissions, or considerations.

Sincerely,

Martin Robledo
Project Manager
Empire Environmental Group LLC

ACCEPTED BY:

Company: _____

Name: _____

Signature: _____

Date: _____



8/23/2010

Mr. Taylor Burns
Park Cities Bank
5307 East Mockingbird Lane, Suite 200
Dallas, Texas 75206

**RE: Asbestos Abatement
Vacant Commercial Building
807 Elm Street**

Dallas, Texas 75202

Dear Mr. Burns,

North Star Abatement Corporation (NSAC) is pleased to have the opportunity of submitting this proposal for Asbestos Abatement (hereinafter the 'Service') at the Vacant Commercial Building, located at 807 Elm Street, in Dallas, Texas (hereinafter the "Site").

NSAC offers more than 20 years of combined knowledge and experience in the asbestos, lead, and mold remediation industries. NSAC offers the following benefits to our clients:

- licensed, bonded and insured;
- 24 hour emergency response;
- capacity to bid and perform services for any size project;
- in-house Project Quality Inspection Program ensuring our clients that proper and safe control requirements and procedures are used on each project;
- ongoing training for our employees to stay abreast of industry changes; and
- licensed employees, as applicable.

1.0 Site Information

NSAC's proposal is based on the preliminary information given to NSAC by Mr. Russell McMillian of EHP Consulting, LLC during a site walk on August 10, 2010. NSAC understands the scope of work involves the removal of interior wall texture on plaster walls, vinyl floor tile and associated mastic, exterior painted texture, exterior plaster surfacing, and exterior black mastic throughout designated areas of the interior of the 1st and 2nd floors and on the exterior walls of the 1st floor on the south side of the building and the entire side of the east side of the building.

2.0 Scope of Work

Bid

- Removal of 3000 square feet of wall texture on plaster located on the walls and columns throughout the entire 1st floor	\$11,320.00
- Removal of 228 square feet of floor tile and associated mastic throughout designated areas of the 2nd floor	\$850.00
- Removal of 8000 square feet of exterior plaster surfacing on the east wall - all floors	\$82,170.00
- Removal of 800 square feet of exterior painted texture and exterior black mastic located at the South entrance - 1st level on exterior tile and metal post and west wall on brick	\$5,600.00
 Total amount of bid for detail	 <hr/> \$99,940.00

Completion of Project:

20 day(s) at 8 hour shift(s)

3.0 Close-out Documentation

At the completion of the Services, NSAC will provide final close-out documentation consisting of daily project logs, abatement sign-in sheets, contractor visual inspection forms, etc. NOTE: All close-out documentation will be in digital format unless otherwise specified.

4.0 Project Fees

NSAC's fees based on the above Scope of Work is: (1) lump sum or (2) unit costing.

5.0 Invoicing and Payment Terms

This project will be invoiced upon completion of services. Payment is due upon receipt. Any additional Services requested, other than those listed above, will be billed at NSAC's unit rates as per attached rate schedule.

6.0 Standard of Care and Limitations

These Services will be performed in accordance with generally accepted practices of the profession undertaken in similar services at the same time and in the same geographical area. No other warranties or guarantees, either expressed or implied, apply to the services hereunder.

7.0 Client Responsibilities

Client is to provide all necessary power and water, as applicable, and unrestricted access to the Site to complete the above listed Services.


8.0 Schedule, Notice to Proceed

These Services can proceed upon receipt (by fax, regular mail, or email) of the attached 'Authorization to Proceed'. This proposal will remain in effect for 30 days.

Upon signature of the attached Terms and Conditions of Service, NSAC will initiate services for the project.

Again, NSAC appreciates the opportunity to provide this proposal. If you have any questions, please do not hesitate to give me a call at (972) 288-0110, by fax (972) 288-0330 or email a

Sincerely,


George Lopez

TERMS AND CONDITIONS OF SERVICE

NORTH STAR ABATEMENT CORPORATION

Scope of Work; Related Work Exclusion; Acceptance of Terms. North Star Abatement Corporation ('NSAC') shall perform services ('Services') set forth in NSAC's Proposal No. AP598, dated 8/23/10 attached hereto and incorporated herein by reference (the Proposal). The Proposal in combination with these Terms and Conditions of Service shall constitute the agreement between the parties hereto (the 'Agreement'). For purposes herein, the term 'Site' shall generally mean the property at which the Services are to be conducted, and the term 'Target Area' shall mean that specific portion of the Site where the services are being performed, as specified in the Proposal. The Proposal (and costs thereunder) shall be valid for 30 days from the Proposal date. Initiation of the Services shall constitute agreement and acceptance of the terms hereunder. Labor, materials and outside services for design, sampling, air monitoring and clearance sampling or other construction services are not included in the Services unless otherwise specified in the Proposal. For the purposes of this Agreement the term 'Client' shall mean the client signing this Agreement and for whom the Services are performed.

2. Payment Terms. In consideration for the performance of the Services, NSAC shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be made within fifteen (15) days after Client's receipt of NSAC's invoice. If Client objects to any portion of an invoice, it shall notify NSAC in writing within ten (10) days from the date of actual receipt of the invoice and shall timely pay that portion of the invoice not in dispute. Invoices shall be deemed past due if not paid in full within thirty days after the invoice date. Past due invoices and any sums improperly withheld by Client shall accrue interest thereon at the rate of 1.5% per month but not exceeding the maximum rate allowed by law. Client agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by NSAC should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, Client understands that cost estimates and schedules are based upon NSAC's best judgment of Site conditions and other requirements at the time of Proposal and should be used by Client for planning purposes only. NSAC will endeavor to perform the Services within the estimates but will notify Client in the event cost estimates are likely to be exceeded.

Unless otherwise specified in the Proposal, Client will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import, sales, use, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services.

In the event NSAC is required to respond to any subpoena or provide testimony (as a fact or expert witness) in connection with the Services, Client will reimburse NSAC for time and expenses in accordance with NSAC's then current hourly fee schedule.

3. NSAC Representations. The Services will be performed in accordance with standards customarily provided by a firm rendering the same or similar services in the immediate geographic area during the same time period. EXCEPT FOR THE LIMITED EXPRESS WARRANTY STATED ABOVE, NSAC MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE SERVICES OR AS TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE WITH RESPECT TO ANY MATERIALS OR COMPONENTS PROVIDED OR INSTALLED BY NSAC, CLIENT OR BY ANY THIRD PARTY. In performing the Services, NSAC will take reasonable precautions to prevent injury or loss to persons or property at the Site and minimize damage to the Site; however, NSAC represents that abatement services may damage or alter the Site; Site restoration is an out-of-scope service unless otherwise provided in the Proposal. It is understood and agreed that NSAC will be responsible for supervision and Site safety measures only for its own employees and shall not be responsible for the supervision of or health & safety precautions or plans for any third parties, including subcontractors or other parties present at the Site.

4. Client Representations. Client understands the nature of NSAC's Services and presence at the Site and shall ensure that NSAC has safe and reasonable access to the Site for the performance of the Services. Client shall furnish or cause to be furnished to NSAC an accurate Site map and all information known or available to Client, including, but not limited to, building plans, prior environmental inspection/investigation results, reports or studies and renovation activities at the Site which may pertain to or have bearing upon the Services. Client shall timely inform NSAC as to the identity and location of any hazardous or toxic materials or conditions on or near the Site. NSAC may rely upon, but shall not be responsible for the accuracy of, any data provided by Client or Client's agent. Client shall immediately transmit new, updated or revised information as it becomes available during the Services. Except as otherwise provided in the Proposal, Client will secure all necessary approvals, permits, licenses and consents necessary to commence and complete the Services.

Client shall maintain sufficient casualty insurance (including, but not limited to fire, theft vandalism, natural cause, act of God, etc.) during the term of the Services to cover any losses or damages at the Site, including damage to or destruction of NSAC's property, tools or equipment or to materials and components being installed by NSAC on behalf of Client.

5. Relationship of Parties. NSAC, its employees, agents, affiliates or subcontractors shall act solely as an independent contractor in performing the Services. NSAC shall have no right or authority to act for Client and will not enter into any agreement in the name of or on behalf of Client unless otherwise agreed in writing. Nothing in these Terms & Conditions shall be construed to give any rights or benefits to any party other than Client and NSAC.

6. Delays; Changed Conditions. In the event Services cannot be performed on or before the projected due date because of circumstances beyond the reasonable control of NSAC, including, but not limited to, strike, fire, riot, excessive precipitation, act of God, unforeseen building conditions, site access limitations, scheduling delays, health/safety risks, government action, third party act or omission or Client act or omission, this Agreement shall be amended in writing by Client and NSAC. In the event Site conditions change materially from those observed or described to NSAC at the time of Proposal, the parties may execute a written change order evidencing equitable adjustments to the Proposal and Project Cost. Client understands that said changed conditions or delay may postpone or suspend the Services and result in losses or expenses for which NSAC is not liable. In the event a timely and equitable change order cannot be negotiated by the parties, NSAC, at its discretion, may terminate its Proposal, Services and Agreement with Client and be compensated as per Section 7.

7. Termination. Client or NSAC may terminate this Agreement upon three (3) days prior written notice should the other party fail substantially to perform in accordance with these Terms & Conditions through no fault of the terminating party. Further, NSAC may terminate Services as described in Section 6 hereunder. Client shall compensate NSAC for the Services performed up to the date of receipt of termination plus any and all reasonable costs incurred in terminating the Services in accordance with NSAC's then current fee schedule.

8. Microbial Growth Remediation Services. By accepting this agreement, Client acknowledges the following: (1) microbes, including, but not limited to, bacteria, fungi and their metabolites (hereinafter, collectively "Microbial Growth"), are naturally occurring living biological organisms found worldwide; (2) the presence of Microbial Growth, whether airborne or located on building or other materials is a natural phenomenon; (3) environmental conditions that contribute to the presence and growth of Microbial Growth include, but are not limited to moisture & humidity, temperature and nutrient sources all of which factors are commonly present in building structures; (4) Microbial Growth, as a biological entity, may reappear after remediation is complete if environmental conditions are favorable; (5) federal, state and local regulations do not presently define permissible exposure levels or remediation standards for the various types of Microbial Growth; (6) NSAC does not and cannot represent that the Site contains no non-hazardous, hazardous, harmful or toxic Microbial Growth, or other latent conditions beyond those present the Target Area(s) upon completion of remediation activities by NSAC and as confirmed by clearance sampling; (7) NSAC's successful remediation of the Target Areas will be confirmed by clearance sampling performed by Client's or Client's insurance carrier's independent consultant; and (8) Client shall release NSAC from all further liability with respect to the Services by Client, its agents, representatives and their respective successors and assigns upon obtaining final clearance results.

9. Other Limitations. NSAC cannot and does not warrant the accuracy of prior or subsequent information/data, reports and services, including clearance

TERMS AND CONDITIONS OF SERVICE

NORTH STAR ABATEMENT CORPORATION

sampling services, performed by third parties at the Site. In performing the Services, NSAC will take reasonable precautions to avoid damage to the site and Client agrees to hold harmless and indemnify NSAC for any claims, payments or other liability, including reasonable attorneys fees, for damages to any susceptible portion or structural elements of the site which are not (i) accurately and clearly identified by Client or others prior to commencement of the Services, (ii) accurately and clearly depicted on plans; or (iii) called to the attention of NSAC prior to performing the Services.

10. Insurance. NSAC maintains the following insurance coverages: Commercial General Liability Insurance (\$1,000,000 per occurrence for Bodily Injury & Property Damage); Comprehensive Automobile Bodily Injury and Property Damage Liability Insurance (\$1,000,000 per occurrence for owned, nonowned and hired vehicles), Statutory Workers Compensation Insurance (as prescribed by applicable law); and Errors and Omissions Insurance, (\$1,000,000 per claim). NSAC will provide Certificates of Insurance to Client upon written request.

11. Indemnity; Liability Limit.

A. NSAC SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL LAWSUITS, CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES, TO THE EXTENT THE SAME ARISE FROM (I) A BREACH BY NSAC OF THESE TERMS & CONDITIONS; (II) VIOLATION OF LAW BY NSAC IN PERFORMING THE SERVICES OR (III) NEGLIGENCE OR OMISSIONS OF NSAC IN PERFORMING THE SERVICES. IN ANY EVENT, NSAC'S AGGREGATE LIABILITY TO ANY AND ALL PARTIES UNDER THIS INDEMNITY SHALL IN NO EVENT EXCEED CLIENT'S ACTUAL RECOVERIES UNDER THE TYPES AND LIMITS OF INSURANCE SPECIFIED IN SECTION 10 (INSURANCE), IMMEDIATELY ABOVE. CLIENT AGREES TO RELEASE, DEFEND AND INDEMNIFY NSAC FROM AND AGAINST ALL FURTHER LIABILITY UNDER THE ABOVE INDEMNITY. CLIENT AND NSAC AGREE THEY SHALL NOT BE LIABLE TO EACH OTHER FOR PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

B. CLIENT SHALL INDEMNIFY, DEFEND, AND HOLD NSAC HARMLESS FROM AND AGAINST ANY AND ALL LAWSUITS, CLAIMS, LIABILITIES, ACTIONS, CAUSES OF ACTION, DEMANDS, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES, BY WHOMEVER ASSERTED, TO THE EXTENT THAT SUCH CLAIM, PROPERTY DAMAGE, INJURY OR DEATH RESULTED FROM (I) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT OR CLIENT'S AGENT; (II) VIOLATION OF LAW OR REGULATION BY CLIENT OR CLIENT'S AGENT; (III) CLIENT OR NSAC'S ALLEGED INVOLVEMENT AT THE SITE AS AN OWNER, OPERATOR, ARRANGER, GENERATOR OR TRANSPORTER OF HAZARDOUS SUBSTANCES OR WASTES OR OTHER REGULATED MATERIAL; OR (IV) INACCURATE INFORMATION PROVIDED BY CLIENT TO NSAC. CLIENT UNDERSTANDS THE NATURE OF ABATEMENT SERVICES MAY INVOLVE DAMAGE TO BUILDING. BUILDING COMPONENTS AND/OR BUILDING STRUCTURAL SYSTEMS; CLIENT AGREES TO HOLD NSAC HARMLESS SHOULD ANY SUCH DAMAGE OCCUR THROUGH NO NEGLIGENCE OF NSAC. CLIENT AND NSAC AGREE THEY SHALL NOT BE LIABLE TO EACH OTHER FOR PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

C. LIABILITY LIMIT. WITH RESPECT TO THE SERVICES PERFORMED BY NSAC, ITS EMPLOYEES, AGENTS, AFFILIATES AND SUBCONTRACTORS, CLIENT UNDERSTANDS AND AGREES THAT DAMAGE, COSTS, EXPENSES, OR OTHER LIABILITY, DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, PROFESSIONAL ACTS, ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, AND VIOLATION OF LAW, SHALL BE LIMITED TO \$10,000 OR THE PROJECT COST, WHICHEVER IS LESS.

12. Assignments. This Agreement or any interest, claim or obligation hereunder shall not be assigned or transferred by Client to any party or parties without the prior written consent of NSAC. Nothing herein shall prevent NSAC from employing independent contractors, subcontractors to assist in performing the Services.

13. Non-Waiver; Invalidity. In the event that a provision herein shall for any reason be held invalid, illegal or unenforceable in any respect, such finding shall not affect the enforceability of any other provision of these Terms & Conditions. Failure or delay in exercising any right, power or remedy under these Terms & Conditions shall not impair any right, power or remedy which any party hereto may have, nor shall any such failure or delay be construed to be a waiver of any such right, power or remedy or an acquiescence in any breach or default hereunder absent an express, written waiver or acquiescence, nor shall any waiver of any breach or default be deemed a waiver of any default or breach subsequently occurring under these Terms & Conditions. This Agreement may be executed via facsimile or by transmitting originals; any number of executed counterparts will constitute one and the same instrument.


14. Applicable Law. THE SERVICES, PROPOSAL AND THESE TERMS & CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. Venue for any legal action hereunder shall be in county where Services are performed.

15. Precedence; Amendments. These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice to proceed, oral communications or other agreement regarding the Services. These Terms & Conditions replace and supersede all prior discussions and agreements between and among Client and NSAC with respect to the matters contained herein. These Terms & Conditions herein may be amended only by an agreement signed by both NSAC and Client.

16. Effective Date. This Agreement shall be effective as of 8/23/10.

North Star Abatement Corporation

Client: Park Cities Bank

By: 

By:

Name: George Lopez

Name: Mr. Taylor Burns

Title: Sales Operation

Title:

Billy L. Nabors Demolition

Billy L. & Joan Nabors, Inc.

DEMOLITION & EXCAVATION

2802 N. HWY 175, SEAGOVILLE, TX 75159

TEL. (972) 287-2287 FAX (972) 287-4168

www.naborsdemo.com

PROPOSAL AND CONTRACT

Proposal No. 10-205C

Emersons Commercial Management US, LLC
10300 Meadow Rd Ste 256
Dallas, TX 75231
Attention: Stephen Doherty

August 31, 2010
Ph: 214-801-5623
Fax: 214-360-4798

We hereby propose to furnish all materials, equipment and labor to accomplish the demolition at 807 Elm Street - Dallas, TX as follows:

1. Seal connection in the basement & waterproof at the building to remain.
2. Demolish existing five story building.
3. Leave concrete and brick in the basement
4. Backfill basement with common fill dirt.
5. Replace sidewalk.
6. Load, transport, & legally dispose of resultant debris.

For the consideration of \$82,000.00 including sales/use tax.

Subject to the following conditions:

1. Nabors will rent parking from the east lot- Central Parking. Nabors needs 22 parking spots for 15 days and we have \$6,600.00 in our budget for that.
2. Owner must make arrangements for Nabors to access the site on the west parking lot. We would need this lot for 4 weeks.
3. Nabors will be required to leave the basement wall @ the street. Nabors will break the remaining 3 walls 2'-4' below street elevation
4. Should owner furnish a sales tax exemption certificate to Nabors, sales tax shall be deducted.

The following items are specifically excluded from this proposal:

1. Handling of EPA regulated materials.
2. Cost of parking rental on the west lot owned by PCB Properties LLC



Initial

Page 1 of 2

Proposal No. 10-205C

The above work will be completed in a substantial and workmanlike manner according to industry standard practices for **EIGHTY TWO THOUSAND DOLLARS (\$82,000.00)**. A final invoice shall be submitted upon completion of the above-described work. **All invoices are due and payable upon receipt, and shall be paid in full within 15 days thereafter.** Any alteration or deviation from the above specifications involving additional costs of material, equipment and / or labor will be executed only upon written orders, and will become an additional charge over and above the amount specified herein. Any and all modifications to this agreement shall be in writing. This proposal is subject to our re-evaluation if it is not accepted and a contract executed within thirty (30) days of the above date.

Respectfully submitted for
Billy L. & Joan Nabors, Inc.

By: George Gomez
George Gomez

ACCEPTANCE OF PROPOSAL AND AWARD OF CONTRACT

The foregoing proposal is hereby accepted. **Billy L. and Joan Nabors, Inc.** is hereby authorized to furnish all materials, equipment and labor to complete the work as specified above. By virtue of this authorization, I am entering into a binding contract on behalf of PCB Properties. I (we) agree to abide by the terms and conditions of this contract. Payment shall be made as specified above.

Accepted by: Mike Merritt Printed: MIKE MERRITT
Title: VP Date: 9-2-10

Privileged and Confidential.
This Fax, and any attachments thereto, is intended only for the use by the addressee(s) named herein and may contain legally privileged or confidential information. If you are not the intended recipient of this Fax, you are hereby notified that any dissemination, distribution or copying of this Document, and any attachments thereto, is strictly prohibited. If you have received this fax in error, please notify me at (972) 287-2287 and permanently delete the original and any copy of any e-mail and any printout thereof.



Member of



2414 East Highway 80 Suite 100 Mesquite, TX 75149 Phone: 972-289-7000 Fax: 972- 289-7311
Web site ntxwater.com

Project Proposal/Contract

Date: 1-14-10

North Texas Waterproofing, a division of Western Waterproofing of America, A Missouri Corporation, with an office in Dallas submits the following Proposal/Contract to; **Emersons Commercial Management**, to perform services and to provide materials described under "Scope of Work" below at the following location: **807 Elm.**

Price: The price for the described in the "Scope of Work" is **See Below** to be paid in accordance with Section 2 of the General Conditions attached to this proposal/contract.

Scope: Exterior Assessment of the 807 Elm Building.

1. On the exterior of the building 807 Elm Street the following scope of work will be as follows.
 - All of the mortar will need to be repointed between the brick and the stone.
 - There are many brick that are broken; they will need to be replaced. There are also areas that have loose brick; they will need to be secured with Dura-Lock system which is a series of pins that go between the exterior brick and the cavity wall.
 - After the exterior has been secured and pointed we will pressure wash the brick and stone. Once clean we will install clear penetrating sealer to the entire exterior to slow any water infiltration from entering.

- **NOTE:** This cost is just an estimate to try and get you in the ballpark of what it is going to cost to restore the building. We did figure in the cost of the following items, bonds, city permits, scaffolding the entire building, blocked parking, parking, capture water, Shoring and protective fencing. **\$1,600,000.00**
- **Exclusions:** I did not evaluate the exterior windows, They will need to be replaced or restored as well.

Acceptance: By signing this proposal, the Purchaser accepts as a binding contract all of its terms and conditions, including the General Conditions attached to this proposal/contract. This proposal/contract shall expire automatically unless the above name purchaser shall have delivered a copy of this proposal/contract, duly signed by it, to Western on or before the 30th day from the date hereof. No modifications by Purchaser to this Proposal/Contract, or the General Conditions, shall become a part of the contract unless specifically agreed to in writing by Western, and shall automatically make the Proposal/Contract void and of no effect.

Date Accepted: _____

PURCHASER

NORTH TEXAS WATERPROOFING

Signature: _____

Signature: _____

Print: _____

Print: _____

Company: _____

Company: _____

Title: _____

Title: _____



GENERAL TERMS OF CONTRACT

1. **CHANGES IN THE WORK.** It is understood that the type of work called for in this Agreement may require changes as the work progresses. Contractor will perform changes in the work (including changes requested by Customer) only after consultation with the Customer, and execution of a written agreement covering the changes in the scope of the work including any changes in Contract Price and time for performance.

2. **PAYMENT TERMS.** Payment of the Contract Price, shall be made monthly upon receipt of an invoice for portion of the Work performed during that month. If any invoice remains unpaid to the 20th day following receipt by Customer, Customer agrees to pay Contractor interest at the rate of ten percent (10%) per annum from the due date until paid.

3. **TAXES.** Contractor's price Excludes applicable taxes imposed on the work or materials included in this contract, to the extent required by law to be collected by Contractor. Such taxes may be separately itemized on invoices.

4. **SECURITY FOR PAYMENT.** Customer understands that if Contractor is not paid it can assert a lien against the property. Contractor will issue waivers of its lien rights only to the extent it receives payment.

5. DELAYS AND CLAIMS.

A. **Liability Only for Acts within Contractor's Control.** Contractor will be excused and will not be liable for any damages, whether direct, incidental or consequential, for any delay or failure in performance (including but not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by Contractor's suppliers and carriers) except to the extent caused by, or within the direct control of Contractor.

B. **Notice of Claims, When.** Any claims by Customer against Contractor must be presented in writing with particulars to Contractor within twenty days after they arise; otherwise Contractor shall have no responsibility or liability for such claims.

6. INSURANCE AND INDEMNIFICATION.

A. Customer shall purchase and maintain property insurance on its property and liability insurance to cover the acts or omissions of its agents and employees at the Site.

B. Contractor maintains insurance as shown on the attached Insurance Addendum. A certificate showing coverage limits and Carriers will be issued to Customer prior to beginning work at the Site.

C. Contractor agrees to indemnify Customer from any loss, damage or expense which Customer suffers as a result of claims asserted against Customer by third parties (including Contractor's employees) which arise out of Contractor's work at the Site, to the extent caused by the negligent acts or omissions of Contractor or anyone for whom Contractor is responsible. Customer agrees to indemnify Contractor for any loss, damage or expense, which Contractor suffers as a result of claims asserted against Contractor by third parties (including Customer's employees) which arise out of Customer's activities at the Site, to the extent caused by the negligent acts or omissions of Customer or anyone for whom Customer is responsible.

7. LIMITED WARRANTY AND EXCLUSIVE REMEDIES.

A. **Workmanship.** For a period of one year from the date of substantial completion of Contractor's Work covered hereby, Contractor warrants that it will promptly repair or replace any improper or defective workmanship performed by Contractor under this contract, provided that Contractor has been paid for all work performed, and Contractor has received written notice from Customer of any such defective workmanship within 20 days after Customer first becomes aware thereof (provided such is within the aforesaid one-year period). Contractor will not pay for any inspections or repairs performed by others prior to receipt of notice and a reasonable opportunity to make repairs, if warranted.

B. **Warranty on Materials.** Contractor warrants that it will use only new materials unless specified otherwise in this Contract, and will deliver to Customer warranties issued by the manufacturer of the materials, if available. Contractor shall have no obligation under any such manufacturer's warranty.

C. **Disclaimer of Other Warranties.** THE PROVISIONS IN PARAGRAPHS A AND B ARE THE EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

D. **Mold Exclusion.** Contractor specifically excludes from any and all warranties connected with this Work any warranty against the growth, infestation or spread of mold, mildew, or other fungal, bacterial or biological substance however caused.

8. OBLIGATIONS OF CUSTOMER AT SITE OF WORK

A. **Site Conditions.** For work performed by Contractor at the site, Customer shall provide without charge to Contractor (i) sufficient and proper space for handling and storing the materials and equipment of Contractor; (ii) sufficient power and water for the performance of the Work; (iii) removal of all obstructions to performing the Work as economically as possible.

B. **Unanticipated Conditions.** If Contractor encounters unanticipated conditions or structural features, not reasonably ascertainable upon such inspection or testing as was allowed by Customer, Contractor will so advise Customer, and the parties will work out a mutually acceptable adjustment to the Work, the Contract Price, and the time of completion prior to continuation of the work.

C. **Asbestos, Lead, Mold and PCB.** Contractor is not equipped to deal with hazardous material, including but not limited to asbestos, lead, mold or polychlorinated biphenyl ("PCB"). Customer warrants that the Work will not expose Contractor's workers or any other persons to contact with or exposure to such substances. If Contractor encounters material reasonably believed to be asbestos, lead mold or PCB or other hazardous substance which has not been rendered harmless, Contractor shall immediately stop Work in the area affected and report the condition to the Customer. The Work in the affected area shall not thereafter be resumed except by written agreement of the Customer and Contractor. The Work in the affected area shall be resumed in the absence of such hazardous substance, or when it has been rendered harmless and so agreed in writing by the Customer and Contractor. All cost of testing for, removal of, or to render asbestos, lead, mold or PCB harmless, shall be born by Customer.

9. **DEFAULT BY CUSTOMER.** If Customer fails, or is unable for any reason, to make any payment when due, or prevents Contractor from completing its Work in a timely and uninterrupted manner, or fails to comply with any term, condition or provision of this Contract, Contractor may resort to any remedy available to it by this Contract, or by law.

10. **REMEDIES OF CONTRACTOR.** In case of any default by Customer, Contractor may, after reasonable notice and opportunity to cure, not to exceed 10 days; (a) demand payment of the contract price, less a sum equal to Contractor's cost of any labor and materials not furnished or ordered if the Work is not complete, (b) enter the premises and remove its equipment and any unused material (c) invoke and pursue such other or additional remedies as may be provided by law.

11. **DISPUTE RESOLUTION.** The parties shall attempt to resolve disputes between themselves, using more senior officials of their respective organizations if necessary, and prior to the institution of any legal action, they agree to meet with a mutually agreeable or, upon mutual application, court appointed mediator for a minimum of one five hour session. In any such dispute resolution, each party shall bear their own expenses. In the event of any legal action to enforce the terms of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees from the other.

12. **HOURS OF WORK.** Contractor is obligated to perform the Work only during its regular working hours and has no responsibility to work beyond such regular hours. All time beyond regular hours which is required by Customer shall be paid for by Customer in addition to the contract price, at applicable premium rates of pay.

13. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties. No representations, statements, correspondence or discussions between Contractor and Customer or Customer's Representative shall be a part of this Contract unless specifically referred to in this Contract.

14. **MODIFICATION.** No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless said waiver, alteration or modification be in writing and signed by a duly authorized representative of each party.

STANDARD INSURANCE ADDENDUM
Indicating Insurance Carried by
North Texas Waterproofing and Restoration Co.
and incorporated into its Proposal/Contract Submitted to
Emersons Commercial Management ("Customer")
Project: **807 Elm Restoration**

Contractor maintains, and shall maintain, Insurance coverage substantially as outlined below, throughout the life of the project which is the subject of the Proposal, Bid, Contract or Subcontract to which this Addendum is attached ("Project"). Any contract or subcontract entered into is qualified to include this coverage, exclusive of any other insurance requirements.

Workers Compensation coverage is maintained in all states where Contractor operates, including the state in which the project which is the subject of this proposal or bid is located. Employer's Liability coverage is also included with limits up to \$1,000,000. Stop gap coverage is provided in monopolistic states: ND, OH, WA, WY.

Carrier: **The Travelers Indemnity Company of America** (All states except AZ, MA, OR, WI and monopolistic.)
Travelers Property Casualty Company of America (AZ, MA, OR and WI)

General Liability coverage is written on the ISO COMMERCIAL GENERAL LIABILITY FORM CG 0001 10 01 which includes the following:

Carrier: **Travelers Property Casualty Company of America**

COVERAGES

- Bodily Injury
- Broad Form Property Damage
- Premises/Operations
- Products/Completed Operations
- Contractual Liability
- Medical Payments
- Fire Damage Legal Liability
- Personal and Advertising Injury
- Independent Contractor's Liability
- Coverage for Explosion, Collapse, and Underground
- Separation of Insureds/Severability of Interest

POLICY	LIMITS
General Aggregate ⊕	\$4,000,000
Products Comp/op Aggregate	4,000,000
Personal and Adv. Injury	2,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	300,000
Medical Exp. (Any one person)	5,000
⊕ General Aggregate applies per project.	

The General Liability Policy contains an exclusion for claims arising in whole or in part out of the presence of fungi or bacteria in a building or structure. There is also an exclusion for work impacting Exterior Insulation and Finish Systems ("EIFS") but only applicable to *residential and habitational* structures.

Automobile Liability coverage is carried in all states consistent with or greater than statutory requirements.

Carrier: **Travelers Property Casualty Company of America**
Combined Single Limit: \$2,000,000

A 30 day notice of cancellation provision is included under our policies.

Coverage and limits will be certified through a Memorandum of Insurance or on a standard form Certificate of Insurance issued to Customer upon Execution of Contract.

Contractor's insurance program is written on a nationwide basis for all its locations, and not on an individual project basis. Any requests for deviations from standard coverage must be requested in writing, prior to Contract execution. Contractor reserves the right to increase its price to cover additional insurance requests.

TASK FORCE RECOMMENDATION REPORT
CENTRAL BUSINESS DISTRICT/WEST END/INDIVIDUAL

DATE: 11/10/2010

TIME: 3:00 pm

MEETING PLACE: Dallas City Hall, 1500 Marilla 5BN

Applicant Name: Steve Metzger (PCB Properties, LLC)
Address: 807 Elm Street (West End)
Date of CA/CD Request: 11/4/2010

RECOMMENDATION:

Approve Approve with conditions Deny Deny without prejudice

Recommendation / comments/ basis:

Task force members present

<input checked="" type="checkbox"/> Gary C. Coffman (Chair)	<input checked="" type="checkbox"/> Joseph Piwetz	<input checked="" type="checkbox"/> Tammy Chambless
<input checked="" type="checkbox"/> Jay Firsching	<input checked="" type="checkbox"/> Alan B. Richards	<input checked="" type="checkbox"/> Isabel Mandujano
<input checked="" type="checkbox"/> Carolina Pace	<input checked="" type="checkbox"/> Charles Neel	<input checked="" type="checkbox"/> Chris Andersen

Ex Officio staff members Present Mark Doty

Simply Majority Quorum: yes no (four makes a quorum)

Maker: Jay Firsching

2nd: Alan Richards

Task Force members in favor: Jay, Carolina, Joseph, Alan, Tammy, ~~Isabel~~ Chris

Task Force members opposed: none

Basis for opposition:

Abstained: Charles & Isabel

CHAIR, Task Force

Joseph J Piwetz

DATE

Nov. 11, 2010

The task force recommendation will be reviewed by the landmark commission in the City Council chamber, Room 5ES, starting at 10:00 with a staff briefing.

The Landmark Commission public hearing begins at 1:00 pm in Room 6EN, the Council Chamber, which allows the applicant and citizens to provide public comment.

METZGER & McDONALD PLLC

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS, MEDIATORS & COUNSELORS

STEVEN C. METZGER
DIRECT DIAL 214-740-5030

3626 N. HALL STREET, SUITE 800
DALLAS, TEXAS 75219-5133
214-969-7600
WWW.PMKLAW.COM

FACSIMILE 214-224-7555
214-523-3838
214-969-7635

December 2, 2010

Via Email mark.doty@dallascityhall.com

Mark Doty
City of Dallas
Historic Preservation Division
Sustainable Development and Construction Department
1500 Marilla 5BN
Dallas, Texas 75201

Re: PCB Properties, LLC - Application for Certificate of Demolition and Removal - City of Dallas Landmark Commission with respect to 807 Elm Street, Dallas, Texas 75202

Dear Mr. Doty:

On October 4, 2010, at a prior presentation before the Landmark Commission with respect to the referenced matter, alternate Landmark Commission Member Ms. Ann Piper raised the question of maintenance of the building over the past several years. At that time I advised Ms. Piper that PCB Properties, LLC had only held record title to the property for a short period of time of a little over one year. We have performed an extensive title search with respect to the ownership of the property at 807 Elm Street back to the year 1923. For convenience and information, I am attaching to this transmission a one page summary of the record title information involving 807 Elm Street covering record title transfers of ownership from August 15, 1923 to the present. The attached summary lists the date of the applicable instrument, the type of instrument, the grantor and grantee, the recording information and the length of ownership by each grantee in years and days.

Please include the attached informational summary as a supplement to our application.

Kindly acknowledge receipt of the enclosed material by acknowledgment of the counterpart of this letter on the line provided for that purpose below.

Should you have any questions in connection with this material, please do not hesitate to contact the undersigned at any time at 214-740-5030 direct or at the address or email set forth above.

Very truly yours,


Steven C. Metzger

Mark Doty
December 2, 2010
Page 2

cc: PCB Properties, LLC
Hennessey Engineering, Inc.

Letter and summary received this ___ day of December, 2010.

807 ELM STREET, DALLAS, TEXAS 75202

Title Transfers 8/15/1923 to Present

Date of Instrument/ Length of Ownership	Type of Conveyance Instrument	Grantee	Grantor	Recorded Real Property Records	Comments
08/15/23 [6 yrs/37 days]	Warranty Deed	Curry Realty & Loan Co.	Texas Oklahoma Phonograph Company	Vol. 1034, Pg. 549	
12/30/29 [1 yr/313 adys]	General Warranty Deed	W. E. Tolleson	Curry Realty & Loan Co.	Vol. 1599, Pg. 629	
11/09/31 [50 days]	Warranty Deed	Rebecca Ellen Tolleson	J. D. Robinson	Vol. 1723, Pg. 28	
12/29/31 [1 yr/96 days]	Warranty Deed	C. R. Jameson	Rebecca Ellen Tolleson	Vol. 1729, Pg. 126	
04/04/33 [243 days]	Trustee's Deed	Curry Realty & Loan Co.	WW Fisher, Trustee	Vol. 1796, Pg. 233	
12/05/33 [10 yrs/4 days]	Trustee's Deed	Pan American Life Insurance Co.	J. L. Goggans, Trustee	Vol. 1823, Pg. 72	
12/09/43 [18 yrs/57 days]	Deed	J. P. Awalt as Trustee for J. P. Awalt, Jr.	Pan American Life Insurance Co.	Vol. 2449, Pg. 418	
01/26/62 [30 yrs/315 days]	Deed	Marvell Awalt Muntzel & Grace Elizabeth Awalt Phillips & Jacob P. Awalt, Jr.	Jacob Posey Awalt, Trustee of the Marvell Awalt Trust, the Grace Elizabeth Awalt Phillips Trust and the Jacob P. Awalt, Jr. Trust	Vol. 5701, Pg. 519	
12/07/92 [2 yrs/184 days]	Special Warranty Deed	JMG Dallas Land, LC	J. P. Awalt, Jr., Marvell Awalt Muntzel & Grace Elizabeth Awalt Phillips	Vol. 92245, Pg. 1591	
06/19/95 [5 yrs/212 days]	Special Warranty Deed With Vendor's Lien	West End Partners I, Ltd., GP West End Partners I, Inc., General Partner [Clifford A. Booth, President]	JMG Dallas Land, LC	Vol. 95119, Pg. 1015	
02/01/01 [8 yrs/157 days]	Special Warranty Deed	West End Square, Ltd.	West End Partners I, Ltd.	Vol. 2001026, Pg. 7422	
07/07/09 [1 yr plus]	Trustee's Deed	PCB Properties, LLC	Thomas R. Youngblood, Trustee for the benefit of West End Square, Ltd.	Instrument No. 200900193801	



LANDMARK COMMISSION**December 6, 2010**

FILE NUMBER: CD101-006(MD)
LOCATION: **1035 E 9th STREET**
COUNCIL DISTRICT: 7
ZONING: PD-388

PLANNER: Mark Doty
DATE FILED: November 4, 2010
DISTRICT: Tenth Street
MAPSCO: 55-A
CENSUS TRACT: 0041.00

APPLICANT: City Attorney's Office - Andrew Gilbert

REPRESENTATIVE:

OWNER:

BACKGROUND / HISTORY:

REQUEST:

Demolition of a structure pursuant to a court order.

STAFF RECOMMENDATION:

Demolition of a structure pursuant to a court order. – Approve - The proposed demolition meets the standards in City Code Section 51A-4.501(j)(7) because the City Attorney has received a court issued order for demolition and the suspension of the certificate of demolition is not a feasible option to alleviate the nuisance in a timely manner.

TASK FORCE RECOMMENDATION:

Demolition of a structure pursuant to a court order. – Approve.

Certificate for Demolition and Removal (CD)
City of Dallas Landmark Commission

CD 101-006 (ms)

1. Name of Applicant: City Attorney's Office, Andrew M. Gilbert
 Mailing Address: 1500 Marilla 7DN
 Daytime Phone: 214 671 4222 Fax: 214 670 0622
 Relationship of Applicant to Owner: CAO
 Property Address: 1035 E. 9th St
 Historic District: Tenth St

RECEIVED BY
 NOV 04 2010
 Development Services

Proposed Work:

2. Indicate which 'demolition standard' you are applying: (please check one)
- Replace with more appropriate/compatible structure
 - No economically viable use
 - Imminent threat to public health / safety
 - Demolition noncontributing structure because newer than period of significance
3. Describe work and submit required documents for the demolition standard you are applying: (please see attached checklist)
- Demolition of a structure pursuant to a court order

Application Deadline:

This form must be completed before the Dallas Landmark Commission can consider the approval of any demolition or removal of a structure within a Historic District. This form along with any supporting documentation must be filed by the first Thursday of each month so it may be reviewed by the Landmark Commission on the first Monday of the following month, 1500 Marilla 5CN, Dallas, Texas, 75201. You may also fax this form to 214/670-0728. Please do not fax paint colors or color photographs.

Please use Section 51A-3.103 OF THE Dallas City Code and the enclosed checklist as a guide to completing the application. Incomplete applicants cannot be reviewed and will be returned to you for more information. You are encouraged to contact a Preservation Planner at 214/670-4538 to make sure your application is complete.

Other: In the event of a denial, you have the right to an appeal. You are encouraged to attend the Landmark Commission hearing the first Monday of each month. Information regarding the history of certificates for individual addresses is also available for review.

4. Signature of Applicant: [Signature] Date: 11/21/10
 5. Signature of Owner: _____ Date: _____
 (IF NOT APPLICANT)

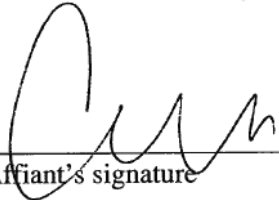
Please review the enclosed Review and Action Form Memorandum to the Building Official, a Certificate for Demolition and Removal has been:

- APPROVED. Please release the building permit.
- APPROVED WITH CONDITIONS. Please release the building permit in accordance with any conditions.
- DENIED. Please do not release the building permit or allow work.

 Department of Development Services Date

AFFIDAVIT

Before me the undersigned on this day personally appeared Andrew M. Gilbert who on his oath certifies that the statements contained in the application for a certificate for demolition and removal are true and correct to the best of his knowledge and that he is a representative of the City of Dallas.



Affiant's signature

Subscribed and sworn to before me this 4 day of November, 20 .



Notary Public





DATE: October 4, 2010

TO: Landmark Commission

FROM: Andrew M. Gilbert *AG*
Assistant City Attorney

CC: Theresa O'Donnell, Director
Neva Dean, Planning Manager
Tammy Palomino, Assistant City Attorney
Marsha Foulks, Executive Assistant City Attorney
Mark Doty, Senior Planner Historic Preservation
Carolyn Horner, Senior Planner Historic Preservation
Luann Taylor, Landmark Commission Coordinator

SUBJECT: Notice of intent to apply for certificates of demolition

Pursuant to 51A-4.501(i)(5)(D) of the Dallas City Code, please be advised that the following properties are located within a City of Dallas Historic District, and this serves as the 30-day written notice of the City's intent to apply for certificates of demolition:

- 1) 1035 E. 9th Street (10th Street): Owner of Record per DCAD, Light Home Tabernacle Holiness Church Inc., 1103 E. 9th Street, Dallas, Texas 75203-2417
- 2) 1125 E. 11th Street (10th Street): Owner of Record per DCAD, 2000 Roses Foundation Inc., 2000 W. 10th Street, Dallas, Texas 75208-5734
- 3) 2830 Tanner Street (Wheatley Place): Owner of Record per DCAD, Dorothy M. Prestwood, 2323 Dugald Place, Dallas, Texas 75216-3309

If you have any questions with regard to these matters, please feel free to contact me at 214-671-8273.

Thank you.

CITY OF DALLAS,
Plaintiff,

VS.

1035 E. 9TH STREET,
Defendant

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IN THE MUNICIPAL COURT OF

THE CITY OF DALLAS

DALLAS COUNTY, TEXAS

ORDER AUTHORIZING CITY OF DALLAS TO DEMOLISH STRUCTURE ON PROPERTY

On February 9, 2010, the Court ORDERED that the structure located at 1035 E. 9th Street, Dallas, Texas (the "Property") be demolished by the owner(s), mortgagee(s), lienholder(s) or other persons having an interest in the structure within 30 days. The court further ORDERED that if said persons fail to abide by the order, within the allotted time, the City of Dallas, through its agents and contractors, is authorized to enter the Property, demolish the structure on the Property, remove all components and personalty, and place a lien on the Property where allowed by law for its incurred expenses.

A copy of the Court's order was mailed to each known owner, mortgagee, lienholder or interested party, via certified mail return receipt requested, within 10 days of the Court's issuance of the order. A copy of the order was also filed with the real property records of Dallas County and with the Dallas City Secretary. Moreover, a copy of the order was posted on the Property and relevant portions of the order, as dictated by law, were published in the February 19, 2010 edition of the Dallas Morning News.

Following the lapse of 30 days from the Court order, the above referenced property was reinspected and the structure was found to be standing, in its same condition, on the property. As a result of the reinspection, a Notice of Noncompliance was mailed to each known owner, mortgagee, lienholder or interested property, via certified mail return receipt requested. A copy of the notice was also posted on the Property and published in the March 24, 2010, edition of the Dallas Morning News.

Upon these findings and pursuant to Article IV-a of Chapter 27 of the Dallas City Code and Section 214.001 of the Local Government Code it is the intention of the City of Dallas to proceed with and act upon the Court's February 9, 2010 order.

It is therefore ORDERED that the City of Dallas is authorized, through its authorized agents and contractors, to: 1) remove doors, gates, windows, locks, walls, boards and other barriers preventing entry onto the Property; 2) enter the Property to inspect, photograph, and measure for purposes of documentation; 3) demolish the structure and any accessory structure(s) on the Property; 4) remove all components and personalty; and 5) place a lien on the Property where allowed by law for the City's incurred expenses.

Signed this 4 day of May 2010.



[Signature]
Presiding Judge



2006



November 16, 2010

TASK FORCE RECOMMENDATION REPORT
WHEATLEY PLACE / 10TH STREET

DATE: **11/9/10**

TIME: **4:00 pm**

MEETING PLACE: **Dallas City Hall, 1500 Marilla, Conference Room 5BN**

Applicant Name: Andrew Gilbert (Dallas City Attorney's Office)

Address: 1035 E. 9th Street (Tenth Street)

Date of CA/CD Request: 11/4/2010

RECOMMENDATION:

Approve Approve with conditions Deny Deny without prejudice

Recommendation / comments/ basis:

Task force members present

Nancy McCoy
 Chris Butler
 Diane Houston-Floyd

Ex Officio staff members Present Mark Doty

Simply Majority Quorum: yes no (two makes a quorum)

Maker: *Floyd*

2nd: *Nancy*

Task Force members in favor: *3*

Task Force members opposed: *0*

Basis for opposition:

CHAIR, Task Force *Nancy McCoy* DATE *11-09-10*

The task force recommendation will be reviewed by the landmark commission in the City Council chamber, Room 5ES, starting at 10:00 with a staff briefing.

The Landmark Commission public hearing begins at 1:00 pm in Room 6EN, the Council Chamber, which allows the applicant and citizens to provide public comment.



LANDMARK COMMISSION

December 6, 2010

FILE NUMBER: CD101-005(MD)
LOCATION: **1125 E 11th STREET**
COUNCIL DISTRICT: 7
ZONING: PD-388

PLANNER: Mark Doty
DATE FILED: November 4, 2010
DISTRICT: Tenth Street
MAPSCO: 55-E
CENSUS TRACT: 0041.00

APPLICANT: City Attorney's Office - Andrew Gilbert

REPRESENTATIVE:

OWNER:

BACKGROUND / HISTORY:

REQUEST:

Demolition of a structure pursuant to a court order

STAFF RECOMMENDATION:

Demolition of a structure pursuant to a court order. – Approve - The proposed demolition meets the standards in City Code Section 51A-4.501(j)(7) because the City Attorney has received a court issued order for demolition and the suspension of the certificate of demolition is not a feasible option to alleviate the nuisance in a timely manner.

TASK FORCE RECOMMENDATION:

Demolition of a structure pursuant to a court order. – Approve.

CD101-005(mo)

Certificate for Demolition and Removal (CD)

City of Dallas Landmark Commission

1. Name of Applicant: City Attorney's Office, Andrew M. Gilbert
Mailing Address: 1500 Marilla 7DN
Daytime Phone: 214 671 4773 Fax: 214 670 0622
Relationship of Applicant to Owner: CAO

RECEIVED BY

APR 04 2010

Development Services

Property Address: 1125 E 11th St.
Historic District: Trinity St.

Proposed Work:

2. Indicate which 'demolition standard' you are applying; (please check one)

- Replace with more appropriate/compatible structure
- No economically viable use
- Imminent threat to public health / safety
- Demolition noncontributing structure because newer than period of significance
- Pursuant to a court order

3. Describe work and submit required documents for the demolition standard you are applying; (please see attached checklist)

Demolition of a structure
pursuant to a court order

Application Deadline:

This form must be completed before the Dallas Landmark Commission can consider the approval of any demolition or removal of a structure within a Historic District. This form along with any supporting documentation must be filed by the first Thursday of each month so it may be reviewed by the Landmark Commission on the first Monday of the following month. 1500 Marilla 5CN, Dallas, Texas, 75201. You may also fax this form to 214/670-0728. Please do not fax paint colors or color photographs.

Please use Section 51A-3.103 OF THE Dallas City Code and the enclosed checklist as a guide to completing the application. Incomplete applicants cannot be reviewed and will be returned to you for more information. You are encouraged to contact a Preservation Planner at 214/670-4538 to make sure your application is complete.

Other: In the event of a denial, you have the right to an appeal. You are encouraged to attend the Landmark Commission hearing the first Monday of each month. Information regarding the history of certificates for individual addresses is also available for review.

4. Signature of Applicant: [Signature] Date: 11/4/10

5. Signature of Owner: _____ Date: _____
(IF NOT APPLICANT)

Please review the enclosed Review and Action Form Memorandum to the Building Official, a Certificate for Demolition and Removal has been:

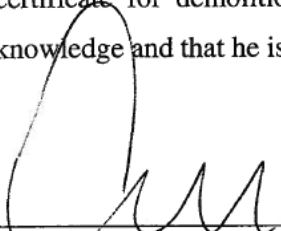
- APPROVED. Please release the building permit.
- APPROVED WITH CONDITIONS. Please release the building permit in accordance with any conditions.
- DENIED. Please do not release the building permit or allow work.

Department of Development Services

Date

AFFIDAVIT

Before me the undersigned on this day personally appeared Andrew M. Gilbert who on his oath certifies that the statements contained in the application for a certificate for demolition and removal are true and correct to the best of his knowledge and that he is a representative of the City of Dallas.

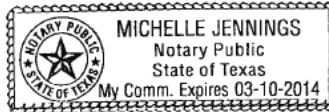


Affiant's signature

Subscribed and sworn to before me this 4 day of November, 20 .




Notary Public





DATE: October 4, 2010

TO: Landmark Commission

FROM: Andrew M. Gilbert 
Assistant City Attorney

CC: Theresa O'Donnell, Director
Neva Dean, Planning Manager
Tammy Palomino, Assistant City Attorney
Marsha Foulks, Executive Assistant City Attorney
Mark Doty, Senior Planner Historic Preservation
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SUBJECT: Notice of intent to apply for certificates of demolition

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If you have any questions with regard to these matters, please feel free to contact me at 214-671-8273.

Thank you.

S50-002314-01

CITY OF DALLAS,
Plaintiff,

VS.

1125 E. 11TH STREET,
Defendant

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IN THE MUNICIPAL COURT OF

THE CITY OF DALLAS

DALLAS COUNTY, TEXAS

ORDER AUTHORIZING CITY OF DALLAS TO DEMOLISH STRUCTURE ON PROPERTY

On June 8, 2010, the Court ORDERED that the structure located at 1125 E. 11th Street, Dallas, Texas (the "Property") be demolished by the owner(s), mortgagee(s), lienholder(s) or other persons having an interest in the structure within 30 days. The court further ORDERED that if said persons fail to abide by the order, within the allotted time, the City of Dallas, through its agents and contractors, is authorized to enter the Property, demolish the structure on the Property, remove all components and personalty, and place a lien on the Property where allowed by law for its incurred expenses.

A copy of the Court's order was mailed to each known owner, mortgagee, lienholder or interested party, via certified mail return receipt requested, within 10 days of the Court's issuance of the order. A copy of the order was also filed with the real property records of Dallas County and with the Dallas City Secretary. Moreover, a copy of the order was posted on the Property and relevant portions of the order, as dictated by law, were published in the June 14, 2010 edition of the Dallas Morning News.

Following the lapse of 30 days from the Court order, the above referenced property was reinspected and the structure was found to be standing, in its same condition, on the property. As a result of the reinspection, a Notice of Noncompliance was mailed to each known owner, mortgagee, lienholder or interested party, via certified mail return receipt requested. A copy of the notice was also posted on the Property and published in the July 16, 2010, edition of the Dallas Morning News.

Upon these findings and pursuant to Article IV-a of Chapter 27 of the Dallas City Code and Section 214.001 of the Local Government Code it is the intention of the City of Dallas to proceed with and act upon the Court's June 8, 2010 order.

It is therefore ORDERED that the City of Dallas is authorized, through its authorized agents and contractors, to: 1) remove doors, gates, windows, locks, walls, boards and other barriers preventing entry onto the Property; 2) enter the Property to inspect, photograph, and measure for purposes of documentation; 3) demolish the structure and any accessory structure(s) on the Property; 4) remove all components and personalty; and 5) place a lien on the Property where allowed by law for the City's incurred expenses.

Signed this _____ day of JUL 22 2010 2010.



[Handwritten Signature]
Presiding Judge



2006



November 2010

TASK FORCE RECOMMENDATION REPORT
WHEATLEY PLACE / 10TH STREET

DATE: **11/9/10**

TIME: **4:00 pm**

MEETING PLACE: **Dallas City Hall, 1500 Marilla, Conference Room 5BN**

Applicant Name: Andrew Gilbert (Dallas City Attorney's Office)

Address: 1125 E. 11th Street (Tenth Street)

Date of CA/CD Request: 11/4/2010

RECOMMENDATION:

Approve Approve with conditions Deny Deny without prejudice

Recommendation / comments/ basis:

Task force members present

Nancy McCoy
 Chris Butler
 Diane Houston-Floyd

Ex Officio staff members Present Mark Doty

Simply Majority Quorum: yes no (two makes a quorum)

Maker: *McCoy*
2nd: *Butler*
Task Force members in favor: *3*
Task Force members opposed: *0*
Basis for opposition: *-*

CHAIR, Task Force *Nancy McCoy* DATE *11-09-10*

The task force recommendation will be reviewed by the landmark commission in the City Council chamber, Room 5ES, starting at 10:00 with a staff briefing.

The Landmark Commission public hearing begins at 1:00 pm in Room 6EN, the Council Chamber, which allows the applicant and citizens to provide public comment.