

2000-2 Addison Road

Parkway Easement - Bidjann Boutique Hotels - 2003

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

January 6, 2003

Mr. Sadrudin Kassam, Manager  
Mayflower Hotels, LLC  
1213 Cottonwood Valley Drive  
Irving, TX 75038

RE: Parcel 7, Addison Road Extension Project  
15200 Addison Road

Dear Mr. Kassam:

Ken Dippel with this office serves as City Attorney for the Town of Addison. The Town is in the process of extending Addison Road and is currently in the right-of-way acquisition phase of the project. In connection with this project, the Town has determined the need to acquire a portion of the tract of land that is currently occupied by the Mainstay Suites, located at 15200 Addison Road. This land acquisition is necessary for the purpose of obtaining public right-of-way for the Addison Road project along with related municipal uses including public parks and open spaces. We have obtained information from our title company confirming that the current owner of the property is Bidjaan Boutique Hotels, Ltd., and that Mayflower Hotels, LLC is the general partner of Bidjaan.

I am enclosing field notes and a survey depiction showing the area the Town wishes to purchase. The firm of Hipes & Associates appraised the area in March of last year. The enclosed summary sheet shows that the fair market value of the area is \$8,475.00. Thus, the Town is willing to purchase the property for \$8,475.00.

Please advise by January 20, 2003 as to whether Bidjaan is willing to sell the property to the Town. If so, we also note that there is a lien on the property resulting from a default judgment awarded to R.D.L. Supply Company. We will need a partial release from RDL to clear title to the area prior to closing the transaction.

I look forward to hearing from you regarding this matter. Should you have any questions, please feel free to contact me.

Sincerely,

Angela K. Washington

AKW/yjr

Enclosures



January 6, 2003  
Page 2

c(w/Enclosures):     Mr. Mike Murphy, Director of Public Works  
                                 Mr. Steve Chutchian, Assistant City Engineer  
                                 Mr. Kenneth C. Dippel, City Attorney

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AWASHINGTON@COWLESTHOMPSON.COM

March 25 2004

**VIA FACSIMILE (214) 855-8848  
AND REGULAR U.S. MAIL**

Ms. Patricia A. Sherman Bruce, Esq.  
Vice President  
Republic Title of Texas, Inc.  
2626 Howell Street, 10th Floor  
Dallas, TX 75204-4064

**RE: Parcel 7, Addison Widening of Road Project  
GF No. 02R05324/SJ7**

Dear Patricia:

You and I have been corresponding recently regarding the above-referenced property. The Town of Addison has determined that it does not need to acquire the property. Therefore, you may close the file. Thank you for your assistance. If you have any questions, please do not hesitate to call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c: Mr. Steve Chutchian, w/Addison  
Mr. Ken C. Dippel, w/firm

25th  
Anniversary  
1978-2003

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ATTORNEYS AND COUNSELORS

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AWASHINGTON@COWLESTHOMPSON.COM

February 7, 2003

Mr. Sadrudin Kassam, Manager  
Mayflower Hotels, LLC  
1213 Cottonwood Valley Drive  
Irving, TX 75038

**RE: Parcel 7, Addison Road Extension Project  
15200 Addison Road**

Dear Mr. Kassam:

Pursuant to your discussions with the Town of Addison, enclosed for execution by Mayflower Hotels, LLC is an Easement Agreement conveying the requested easement to the Town. Please note that execution of this Agreement by the Town is subject to the approval of the City Council. In addition, as stated in my January 6, 2003 letter to you, there are liens on the property that must be cleared up. This matter is addressed in Paragraph 6 of the Agreement. For your convenience, I am enclosing a copy of the Title Commitment. If you have any questions, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr  
Enclosures

c(w/o Enclosures): Mr. Mike Murphy  
Mr. Steve Chutchian  
Mr. Ken Dippel, w/firm

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. R02-093**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS DETERMINING THE NECESSITY OF ACQUIRING THE HEREINAFTER DESCRIBED REAL PROPERTY OWNED BY RAIL HOTELS CORPORATION AND AUTHORIZING ITS CONDEMNATION AND/OR APPROPRIATION FOR PUBLIC USE IN CONNECTION WITH THE REALIGNMENT AND EXTENSION OF ADDISON ROAD IN ADDISON, TEXAS.**

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

SECTION 1. That for the purposes of this Resolution, the following definitions of terms shall apply:

"PROPERTY": The area described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof for all purposes.

"PROPERTY INTERESTS": Parkway easement in, over, and across the land described in Exhibit "A" and depicted on Exhibit "B".

"PROJECT": Realignment and extension of Addison Road, Addison, Texas.

"OFFER AMOUNT": Eight Thousand, Four Hundred Seventy Five and No/100 Dollars (\$8,475.00).

"OWNERS": Rail Hotels Corporation

"LIENHOLDERS": Commonwealth Land Title Insurance Company  
Vincent L. Dulweber, Trustee  
Commerce Loan CO ADO Bank of Commerce A CA  
Banking Corporation  
GMAC Commercial Mortgage Corporation  
RDL II, Ltd., dba RDL Supply  
Goodman Factors, Inc.

SECTION 2. That it is hereby determined that public convenience and necessity requires that the Town of Addison should acquire the PROPERTY INTERESTS in, over, and across the PROPERTY necessary for the PROJECT.

SECTION 3. That the PROPERTY is hereby determined to be necessary for the PROJECT. That for the purpose of acquiring the PROPERTY INTERESTS in, over, and across

the PROPERTY, the City Manager, or such employee as he may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY to be acquired and full damages allowable by law, which amount represents its fair cash market value.

SECTION 4. That the Town of Addison determines to appropriate the PROPERTY INTERESTS in, over, and across the PROPERTY for the PROJECT under the laws of the State of Texas and the provisions of the Charter of the Town of Addison.

SECTION 5. That, in the event the OWNERS accept the OFFER AMOUNT as authorized herein, the City Finance Director be and is hereby authorized to draw a check in favor of the OWNERS named above, or the current owners of record, in the OFFER AMOUNT.

SECTION 6. That the City is to have possession of the PROPERTY on closing; and the City will pay any title expenses and closing costs; and the City will pay court costs as may be assessed by the Special Commissioners or the court.

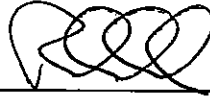
SECTION 7. Should the employee designated to make the official offer report to the City Attorney that the OWNERS have refused to accept the OFFER AMOUNT as compensation for the hereinabove described taking from the OWNERS under the laws of eminent domain, which amount the City Council deems to be the fair cash market value and all just compensation, in compliance with the laws of the State of Texas, this will be evidence that the Town of Addison cannot agree with the OWNERS as to the damages legally allowable by law. In such case, the City Attorney is authorized and directed to file the necessary suit and take the necessary action for the prompt acquisition of the PROPERTY in condemnation or in any manner provided by law.

SECTION 8. That in the event the Special Commissioners in Condemnation appointed by the court return an award that is the same amount or less than the OFFER AMOUNT, the City Finance Director is hereby authorized to issue a check not to exceed the amount of the Commissioners' award made payable to the County Clerk of Dallas County to be deposited into the registry of the court to enable the City to take possession of the PROPERTY without further action of the City Council.

SECTION 9. That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, then the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit.


SECTION 10. That this resolution shall take effect immediately from and after its passage, as in the Charter in such cases is made and provided.

PASSED AND APPROVED this the 22<sup>nd</sup> day of October, 2002.



\_\_\_\_\_  
Mayor  
Town of Addison, Texas

ATTEST:



\_\_\_\_\_  
Carmen Moran, City Secretary

APPROVED AS TO FORM:



\_\_\_\_\_  
Ken C. Dippel, City Attorney



**TOWN OF ADDISON, TEXAS**  
**FIELD NOTE DESCRIPTION**  
**FOR**  
**RAIL HOTELS CORPORATION**  
**(PARKWAY EASEMENT)**

BEING a tract out of a 1.5812 acre tract of land located in the G. W. Fisher Survey, Abstract No. 482, in the Quorum Centre Addition, an addition to the Town of Addison, Texas, conveyed to Rail Hotels Corporation by a deed now of record in Volume 99024, Page 01020 of the Deed Records of Dallas County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point in south line of said 1.5812 acre tract and in the north line of a 1.3774 acre tract of land conveyed to Outback Steakhouse of Florida, Inc. by a deed now of record in Volume 93046, Page 1218 of the Deed Records of Dallas County, Texas and said point being S 89°43'00" E, 20.00 feet from an found "X" in concrete and being the northwest corner of the said Outback Steakhouse tract and the southeast corner of the said Rail Hotels tract;

THENCE, N 89°43'00" W, along the north property line of the said Outback Steakhouse tract (1.3774 acre tract) and the south property line of the said Rail Hotels tract (1.5812 acre tract ), a distance of 8.00 feet to a point for a corner, said point being in the east line of tract of land 12 feet in width dedicated to the Town of Addison for Addison Road and in the west property line of the said Rail Hotels tract (1.5812 acre tract );

THENCE, N00°20'03" E, along the east line of the said Town of Addison right-of-way dedication and the west line of the said Rail Hotels tract (1.5812 acre tract), a distance of 192.62 feet to a point for a corner, said point being in the north line of the said Rail Hotels tract (1.5812 acre tract ) and the south line of a tract of land conveyed to Quorum Centre Limited Partnership as recorded in Volume 92038, Page 247 of the Deed Records of Dallas County, Texas, said point also being S 53°27'16" E, a distance of 88.93 feet to a "X" found marking the west right-of-way line of Addison Road and the southeast corner of a tract of land conveyed as Tract II to Oasis Car Wash, Inc. as recorded in Volume 97234, Page 6241 of the Deed Records of Dallas County, Texas;

THENCE, S 89°43'00" E, along the north line of the said Rail Hotels tract and the south line of the said Quorum Centre Limited Partnership, a distance of 8.00 feet to a point for a corner;

THENCE, S 00°20'03" W, being at all times parallel and at a perpendicular distance of 8 feet to the west property line of the said Rail Hotel tract and the east line of the said Town of Addison right-of-way dedication, a distance of 192.62 feet to the Point of Beginning, and containing 1,540.96 square feet (0.035 acres) of land.



*Ross L. Jacobs*  
 JAN. 29, 2002

SCALE: 1"=50'

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT II

ADDISON ROAD

60'± R.O.W.

"X" IN CONC.

1/2" IRF

180°03'58"

S 53°27'16" E - 88.91'  
(REFERENCE BEARING)

"X" IN CONC.

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

S 89°43'00" E - 20.00'  
(REFERENCE BEARING)

N 89°43'00" W  
8.00'

12' DEDICATED TO TOWN OF ADDISON

N 00°20'03" E - 192.62'

S 89°43'00" E  
8.00'

S 00°20'03" W - 192.62'

POINT OF BEGINNING

PROPOSED PARKWAY ESM'T.

1,540.96 SQ. FT.  
0.035 ACRES

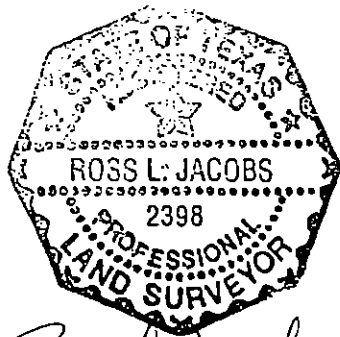
SNADON\BRANSCOME  
JOINT VENTURE NO.1  
VOL. 84067, PG. 5718

OUTBACK STEAKHOUSE OF FLORIDA, INC.  
VOL. 93046 PG. 1218

QUORUM CENTRE LIMITED  
PARTNERSHIP  
VOL. 92038 PG. 0247

RAIL HOTELS CORPORATION  
VOL. 99024, PG. 01020

25' INGRESS & EGRESS EASEMENT  
ADDISON NORTHWEST, LTD.  
VOL. 89010, PG. 4479  
EXHIBIT C



G.W. FISHER SURVEY  
ABST. NO. 482  
QUORUM CENTRE ADDITION

*Ross L. Jacobs*  
JAN. 29, 2002

5/8" I.R.F.

<b>TOWN OF ADDISON, TEXAS</b>	
ADDISON ROAD BELT LINE RD. TO KELLER SPRINGS RD. PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS, & CONWAY CONSULTING ENGINEERS	JAN., 2002 PLAT 5E-A

01/23/02 GRB SCALE: 1"=50' H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT5E-A.DWG



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

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

16801 Westgrove

January 29, 2003

Mr. Sadrudin Kassam  
Manager  
Mayflower Hotels, L.L.C.  
1213 Cottonwood Valley Drive  
Irving, Texas 75038

Re: Addison Road Widening

Dear Mr. Kassam:

The Town of Addison recently contacted you regarding the need for an 8 ft. wide permanent parkway easement, for the purpose of installing proposed sidewalk, landscaping, and irrigation improvements. At the time your property was platted, 12 ft. of right-of-way was dedicated to the Town in order to accommodate future widening of Addison Road. A design project is currently underway for street widening and associated drainage improvements on Addison Road, from Belt Line Road to Arapaho Road. After further evaluation of this project, we have determined that all parkway improvements can be constructed within the existing 12 ft. right-of-way dedication. Consequently, please accept this correspondence as the Town's termination of future efforts to acquire an 8 ft. parkway easement across the front of your property.

Your consideration and cooperation with the Town in this endeavor has been greatly appreciated. Should you have any questions, please contact Steve Chutchian, P.E., Assistant City Engineer, or myself.

Sincerely,

Michael Murphy, P.E.  
Director of Public Works

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

March 24, 2004

**VIA FACSIMILE (214) 855-8848  
AND REGULAR U.S. MAIL**

Ms. Patricia A. Sherman Bruce, Esq.  
Vice President  
Republic Title of Texas, Inc.  
2626 Howell Street, 10th Floor  
Dallas, TX 75204-4064

**RE: Parcel 7, Addison Widening of Road Project  
GF No. 02R05324/SJ7**

Dear Patricia:

I received your fax yesterday forwarding Title Commitment No. 001 for the above-referenced property. Please note that your office has previously issued Title Commitments concerning this property. For your reference, I am enclosing a commitment provided by Janine Barber dated December 30, 2002. Also, you show the Town of Addison as the record title holder, and not Bidjaan Botique Hotels, Ltd. Thus, I assume that the transaction is closed. Please verify. Thank you for your assistance in this matter.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c(w/o Enc.): Mr. Steve Chutchian, w/Addison  
(w/o Enc.) Mr. Ken C. Dippel, w/firm

25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

February 4, 2003

**VIA FACSIMILE 972.450.2837  
AND REGULAR U.S. MAIL**

Mr. Luke Jalbert  
Project Manager  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: Parcel 7, (Mainstay Suites), Addison Road Extension Project**

Dear Luke:

As I am sure you are aware, I have spoken with Steve regarding updated exhibits for the above-referenced parcel. The new owner of Parcel 7 is Bidjaan Boutique Hotels, Ltd. To assist in preparing amended exhibits for the Easement Agreement, the deed is attached. Please let me know if I can be of further assistance.

Sincerely,

Angela K. Washington

AKW/yjr  
Attachments

c(w/o Attachments): Mr. Steve Chutchian  
Mr. Kenneth C. Dippel, w/firm

25th  
Anniversary  
1978-2003

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February 4, 2003

**VIA FACSIMILE 972.450.2837  
AND REGULAR U.S. MAIL**

Mr. Luke Jalbert  
Project Manager  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: Parcel 7, (Mainstay Suites), Addison Road Extension Project**

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As I am sure you are aware, I have spoken with Steve regarding updated exhibits for the above-referenced parcel. The new owner of Parcel 7 is Bidjaan Boutique Hotels, Ltd. To assist in preparing amended exhibits for the Easement Agreement, the deed is attached. Please let me know if I can be of further assistance.

Sincerely,

Angela K. Washington

AKW/yjr  
Attachments

c(w/o Attachments): Mr. Steve Chutchian  
Mr. Kenneth C. Dippel, w/firm

02304799 | 108 | MM | STT

17

COUNTY CLERK'S MEMO  
INFORMING OF THIS  
DOCUMENT'S  
RESPONSIBILITY  
WHEN RECORDED

SPECIAL WARRANTY DEED

2075636

Deed 11/15/02 3563089 \$17.00

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT US Bank National Association ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration paid to Grantor by Bidjaan Boutique Hotels, L.d. ("Grantee"), whose mailing address is 1213 Cottonwood Valley, Irving, Texas 75038, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantee, free and clear of all liens, that certain real property ("Property") described as Lot 1, Block A, of Mainstay Suites of Addison Addition, to the City of Addison, Dallas County, Texas, according to the revised plat recorded in Volume 98237, Page 37, Plat Records, Dallas County, Texas, including the land and all improvements thereon (including the building(s) used as the MainStay Hotel, together with all adjacent streets, roads, alleys, easements, and rights-of-way thereon and estates, interests, licenses, rights, titles, powers, and privileges of Grantor in and to the Property and all appurtenances thereto.

This Deed is executed by Grantor and accepted by Grantee subject to all easements, rights of way, all such matters of public record and all such visible and apparent matters ("Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Encumbrances, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said Property, subject to the Encumbrances, unto Grantee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise and this conveyance is made:

EXCEPT FOR THE WARRANTY CONTAINED IN THIS DEED, THE PROPERTY IS CONVEYED AS-IS AND WITH ALL FAULTS, AND SELLER/GRANTOR EXPRESSLY DISCLAIMS, AND PURCHASER/GRANTEE ACKNOWLEDGES AND ACCEPTS THAT SELLER/GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTEES, OF ANY KIND, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW OR OTHERWISE OR CONCERNING SUCH PROPERTY AND IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, (i) THE CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR A PARTICULAR PURPOSE OR GOOD AND WORKMANLIKE CONSTRUCTION, (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN AND ENGINEERING OF THE PROPERTY, (iii) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY

2002224 02354

11-14-2002

NOV-07-2002 08:29 FROM: GP&A, LLP

0173359411

TO: 958 9774566

F.003-006

HAZARDOUS MATERIALS OR THE COMPLIANCE OF THE PROPERTY WITH ALL REGULATIONS OR LAWS RELATING TO HEALTH OR THE ENVIRONMENT, (iv) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN THE PROPERTY, (v) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN OR TO THE PROPERTY, AND (vi) THE COMPLIANCE OF THE PROPERTY WITH ANY REQUIREMENTS ESTABLISHED BY THE AMERICANS WITH DISABILITIES ACT.

Grantee hereby assumes payment of all taxes on the Property, including but not limited to all ad valorem, personal property, City of Addison and State of Texas Hotel Occupancy taxes.

IN WITNESS WHEREOF, this Special Warranty Deed is executed on this 7th day of November, 2002.

US BANK NATIONAL ASSOCIATION

By: Karla S. Kain

Title: Special Assets Officer

US Bank National Association

9918 Hibert

San Diego, CA 92131-1018



NOV-07-2002 08:29 FROM: GP&A-LLP

0173359411

TC: 858 8774568

P. 024-026

ACKNOWLEDGMENT

STATE OF CALIFORNIA §  
§  
COUNTY OF SAN DIEGO §

This instrument was acknowledged before me on the 7 day of November, 2002 by  
Kathleen L. Keith of US Bank National Association, its \_\_\_\_\_

*Kathleen L. Keith*

*[Signature]*  
\_\_\_\_\_  
Notary Public, State of California

After recording return to:

Michael S. Goodrich  
777 Main Street, Suite 1360  
Fort Worth, Texas 76102

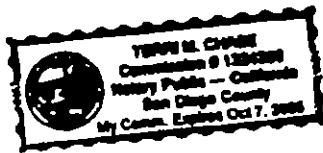


EXHIBIT "A"

Being a tract of land situated in the G. W. Fisher Survey, Abstract No. 482, said tract also being a part of Quorum Centre Addition, recorded in Volume 84067, Page 5718 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Commencing at a point, said point being the most southerly corner of a corner clip of the south line of Arapaho Road (a 60' R.O.W.) with the east line of Addison Road (a 60' R.O.W. at this point);

~~Thence S 89 degrees 43 minutes 00 seconds E, a distance of 249.00 feet to a PK nail set for corner;~~  
Thence S 89 degrees 43 minutes 00 seconds E, a distance of 301.50 feet to a chiseled "x" found for the Point of Beginning;

Thence S 89 degrees 43 minutes 00 seconds E, leaving the east line of Addison Road, a distance of 249.00 feet to a PK nail set for corner;

Thence N 00 degrees 17 minutes 00 seconds E, a distance of 120.00 feet to an iron rod found for corner;

Thence N 44 degrees 43 minutes 00 seconds W, a distance of 25.44 feet to a chiseled "x" found for corner;

Thence N 00 degrees 17 minutes 00 seconds E, a distance of 177.97 feet to a chiseled "x" found for corner, said point being in the aforementioned south line of Arapaho Road;

Thence S 89 degrees 35 minutes 00 seconds E, along the south line of Arapaho Road, a distance of 52.49 feet to an iron rod set for corner;

Thence S 00 degrees 17 minutes 00 seconds W, leaving the south line of Arapaho Road, a distance of 508.49 feet to an iron rod set for corner;

Thence N 89 degrees 43 minutes 00 seconds W, a distance of 283.50 feet to a chiseled "x" found for corner, said point being in the east line of Addison Road;

Thence N 00 degrees 17 minutes 00 seconds E, along the east line of Addison Road, a distance of 192.65 feet to the Point of Beginning and containing 68,876 square feet or 1.5812 acres of land, more or less.

2002224 02357

2082 176 07995

EXHIBIT "A"

Lot 1, Block A, of MAINSTAY SUITES OF ADDISON ADDITION, an Addition to the City of Addison, Dallas County, Texas, according to the Plat thereof recorded in Volume 98237, Page 37, of the Map Records of Dallas County, Texas.

YIPPO

2002 224 02358

2002 11-76 07996

99024 01061

DAVID B. BROWN  
COUNTY CLERK, DALLAS COUNTY, TEXAS



NOV 14 2002

STATE OF TEXAS  
COUNTY OF DALLAS

DAVID B. BROWN  
COUNTY CLERK  
DALLAS COUNTY  
NOV 14 PM 1:10

202 224 02359

FEB-04-2003 16:19

COWLES & THOMPSON

2146722020 P.02/08

*25th*  
*Anniversary*  
1978-2003

**COWLES & THOMPSON**  
A Professional Corporation  
ATTORNEYS AND COUNSELORS



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February 4, 2003

**VIA FACSIMILE 972.450.2837  
AND REGULAR U.S. MAIL**

Mr. Luke Jalbert  
Project Manager  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: Parcel 7, (Mainstay Suites), Addison Road Extension Project**

Dear Luke:

As I am sure you are aware, I have spoken with Steve regarding updated exhibits for the above-referenced parcel. The new owner of Parcel 7 is Bidjaan Boutique Hotels, Ltd. To assist in preparing amended exhibits for the Easement Agreement, the deed is attached. Please let me know if I can be of further assistance.

Sincerely,

Angela K. Washington

AKW/yjr  
Attachments

c(w/o Attachments): Mr. Steve Chutchian  
Mr. Kenneth C. Dippel, w/firm

FEB-04-2003 16:19

COWLES & THOMPSON

2146722020 P.03/08

02304799 | 108 | MM | STNT

17

COUNTY CLERK'S MEMO  
INSTRUMENT OF THIS  
RECORDING IS A  
REPRODUCIBLE  
WHICH RECORDED

SPECIAL WARRANTY DEED

2075636

Deed 11/15/02 156.7049 017.00

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT US Bank National Association ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration paid to Grantor by Bidjan Boutique Hotels, L.L.C. ("Grantee"), whose mailing address is 1213 Cottonwood Valley, Irving, Texas 75038, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantee, free and clear of all liens, that certain real property ("Property") described as Lot 1, Block A, of Mainstay Suites of Addison Addition, to the City of Addison, Dallas County, Texas, according to the revised plat recorded in Volume 98237, Page 37, Plat Records, Dallas County, Texas, including the land and all improvements thereon (including the building(s) used as the MainStay Hotel, together with all adjacent streets, roads, alleys, easements, and rights-of-way thereon and estates, interests, licenses, rights, titles, powers, and privileges of Grantor in and to the Property and all appurtenances thereto.

This Deed is executed by Grantor and accepted by Grantee subject to all easements, rights of way, all such matters of public record and all such visible and apparent matters ("Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Encumbrances, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said Property, subject to the Encumbrances, unto Grantee, its successors and assigns, against every person whatsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise and this conveyance is made:

EXCEPT FOR THE WARRANTY CONTAINED IN THIS DEED, THE PROPERTY IS CONVEYED AS-IS AND WITH ALL FAULTS, AND SELLER/GRANTOR EXPRESSLY DISCLAIMS, AND PURCHASER/GRANTEE ACKNOWLEDGES AND ACCEPTS THAT SELLER/GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTEES, OF ANY KIND, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW OR OTHERWISE OR CONCERNING SUCH PROPERTY AND IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, (i) THE CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR A PARTICULAR PURPOSE OR GOOD AND WORKMANLIKE CONSTRUCTION, (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN AND ENGINEERING OF THE PROPERTY, (iii) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY

2002224 02354

11-14-2002

FEB-04-2003 16:19

COWLES & THOMPSON

2146722020 P.04/08

NOV-07-2002 08:29 FROM: SP1A-LLP

017335941:

TO: 958 9774569

F. 003-006

HAZARDOUS MATERIALS OR THE COMPLIANCE OF THE PROPERTY WITH ALL REGULATIONS OR LAWS RELATING TO HEALTH OR THE ENVIRONMENT, (iv) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN THE PROPERTY, (v) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN OR TO THE PROPERTY, AND (vi) THE COMPLIANCE OF THE PROPERTY WITH ANY REQUIREMENTS ESTABLISHED BY THE AMERICANS WITH DISABILITIES ACT.

Grantee hereby assumes payment of all taxes on the Property, including but not limited to all ad valorem, personal property, City of Addison and State of Texas Hotel Occupancy taxes.

IN WITNESS WHEREOF, this Special Warranty Deed is executed on this 7th day of November, 2002.

US BANK NATIONAL ASSOCIATION

By: *Karla S. Kain*

Title: Special Assets Manager  
US Bank National Association  
9918 Hibert  
San Diego, CA 92131-1018

FEB-04-2003 16:19

COWLES & THOMPSON

2146722020 P.05/08

100-07-2002 08:29 FROM:GPLA,LLP

0173359411

TC:858 9774568

P.004-006

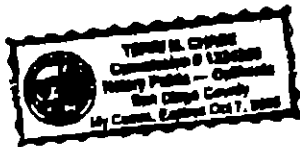
ACKNOWLEDGMENT

STATE OF CALIFORNIA §

COUNTY OF SAN DIEGO §

This instrument was acknowledged before me on the 7 day of November, 2002 by Kathleen L. Keefe of US Bank National Association, its Kathleen L. Keefe

*[Signature]*  
Notary Public, State of California



After recording return to:

Michael S. Goodrich  
777 Main Street, Suite 1360  
Fort Worth, Texas 76102



FEB-04-2003 16:19

COWLES &amp; THOMPSON

2146722020 P.06/08

## EXHIBIT "A"

Being a tract of land situated in the G. W. Finner Survey, Abstract No. 482, said tract also being a part of Quorum Centre Addition, recorded in Volume 84067, Page 5718 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Commencing at a point, said point being the most southerly corner of a corner clip of the south line of Arapaho Road (a 60' R.O.W.) with the east line of Addison Road (a 60' R.O.W. at this point);

~~Thence S 89 degrees 43 minutes 00 seconds E, a distance of 249.00 feet to a PK nail set for corner;~~

~~Thence N 00 degrees 17 minutes 00 seconds E, a distance of 120.00 feet to an iron rod found for corner;~~

~~Thence N 44 degrees 43 minutes 00 seconds W, a distance of 25.44 feet to a chiseled "x" found for corner;~~

~~Thence N 00 degrees 17 minutes 00 seconds E, a distance of 177.97 feet to a chiseled "x" found for corner, said point being in the aforementioned south line of Arapaho Road;~~

~~Thence S 89 degrees 35 minutes 00 seconds E, along the south line of Arapaho Road, a distance of 52.49 feet to an iron rod set for corner;~~

~~Thence S 00 degrees 17 minutes 00 seconds W, leaving the south line of Arapaho Road, a distance of 508.49 feet to an iron rod set for corner;~~

~~Thence N 89 degrees 43 minutes 00 seconds W, a distance of 283.50 feet to a chiseled "x" found for corner, said point being in the east line of Addison Road;~~

~~Thence N 00 degrees 17 minutes 00 seconds E, along the east line of Addison Road, a distance of 192.65 feet to the Point of Beginning and containing 68,875 square feet or 1.5812 acres of land, more or less.~~

Thence S 89 degrees 43 minutes 00 seconds E, leaving the east line of Addison Road, a distance of 249.00 feet to a PK nail set for corner;

Thence N 00 degrees 17 minutes 00 seconds E, a distance of 120.00 feet to an iron rod found for corner;

Thence N 44 degrees 43 minutes 00 seconds W, a distance of 25.44 feet to a chiseled "x" found for corner;

Thence N 00 degrees 17 minutes 00 seconds E, a distance of 177.97 feet to a chiseled "x" found for corner, said point being in the aforementioned south line of Arapaho Road;

Thence S 89 degrees 35 minutes 00 seconds E, along the south line of Arapaho Road, a distance of 52.49 feet to an iron rod set for corner;

Thence S 00 degrees 17 minutes 00 seconds W, leaving the south line of Arapaho Road, a distance of 508.49 feet to an iron rod set for corner;

Thence N 89 degrees 43 minutes 00 seconds W, a distance of 283.50 feet to a chiseled "x" found for corner, said point being in the east line of Addison Road;

Thence N 00 degrees 17 minutes 00 seconds E, along the east line of Addison Road, a distance of 192.65 feet to the Point of Beginning and containing 68,875 square feet or 1.5812 acres of land, more or less.

2002 224 02357

2002 176 07995

FEB-04-2003 16:20

COWLES & THOMPSON

2146722020 P.07/08

EXHIBIT "A"

Lot 1, Block A, of MAINSTAY SUITES OF ADDISON ADDITION, an Addition to the City of Addison, Dallas County, Texas, according to the Plat thereof recorded in Volume 98237, Page 37, of the Map Records of Dallas County, Texas.

CO-OPERATIVE

2002224 02358

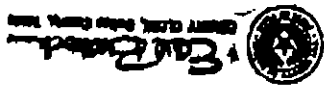
2002 11.76 07996

99024 01061

FEB-04-2003 16:20

COWLES & THOMPSON

2146722020 P.08/08



2003 FEB 04

POSTAGE WILL BE PAID BY ADDRESSEE  
NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

DALLAS COUNTY  
CLERK  
NOV 14 PM 1:10

2003 224 02359

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

January 6, 2003

Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: Parcel 7, (Main Stay Suites), Addison Road Extension Project**

Dear Steve:

Enclosed is a letter that I received last Thursday from Janine Barber with Republic Title verifying that the above-referenced property was foreclosed upon and subsequently resold. As stated in the letter, the foreclosure cleared up several of the items on the original title commitment; however, as you will note from Janine's subsequent letter (also enclosed), which I received today, RDL Supply Company has a lien on the entire property.

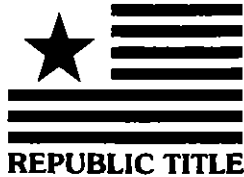
The new owner of the property is Bidjaan Boutique Hotels, Ltd. The mailing address for the owner is 1213 Cottonwood Valley Drive, Irving, Texas 75038. Bidjaan Boutique's general partner is Mayflower Hotels, LLC. Sadrudin Kassam is the manager of Mayflower Hotels. Per your instructions today, I will proceed to contact the new owner. As we discussed, if they are willing to sell, perhaps they can obtain a partial release from RDL.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

c(w/Enc.): Mr. Mike Murphy  
Mr. Kenneth C. Dippel, w/firm



2626 Howell Street, 10th Floor  
Dallas, Texas 75204-4064  
(214) 855-8888  
Fax (214) 855-8898  
Direct Dial (214) 855-

December 30, 2002

Ms. Angela Washington  
Cowles & Thompson  
901 Main Street, Ste. 4000  
Dallas, TX 75201

Republic Title - GF# 02R05324/SJ6  
Rail Hotel Corporation Site for Town of Addison

Dear Angela:

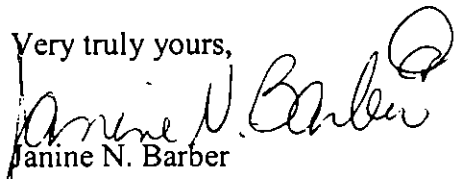
Enclosed, please find our revised commitment for Title Insurance reflecting the foreclosure and subsequent resale of the Rail Hotel Site in Addison.

Please note that several of the items on Schedule C have been cleared up by the foreclosure but we still have a couple on there that we are working to clear. One is a Lis Pendens filed by one of the subcontractors to foreclose the Mechanic's Lien. We are having the suit pulled at Dallas County to determine the current status of this lawsuit.


Further, we are leaving two Mechanic's Liens on Schedule C as they affect removables only. We note that it appears that the title to the current owner was insured by a title company (there are notations on the top of the documents that were recorded indicating the title company to the recording). We are trying to determine who issued the policy to that owner, and see they insured against these liens. If they did, we can probably get an indemnity from them to allow us to insure without taking subject to either of the Mechanic's Liens or the Les Pendens.

As soon as I have more information, I will forward to you.

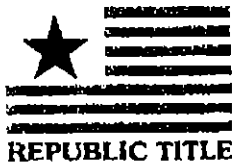
Very truly yours,

  
Janine N. Barber  
Senior Vice President

**REPUBLIC TITLE OF TEXAS, INC.**

A SUBSIDIARY OF *First American Title Insurance Company* 

TITLE INSURANCE AGENT FOR: Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, First American Title Insurance Company, Lawyers Title Insurance Corporation, Old Republic National Title Insurance Company and Ticor Title Insurance Company



2626 Howell Street, 10th Floor  
 Dallas, Texas 75204-4064  
 (214) 855-8088  
 Fax (214) 855-8098  
 Direct Dial (214) 855-

January 3, 2003

Via Fax: 214.672.2020

Angela Washington  
 Cowles & Thompson  
 901 Main Street, Ste. 4000  
 Dallas, TX 75201

RE: 02R05324/SJ6  
 Rail Hotel Corp to Town of Addison

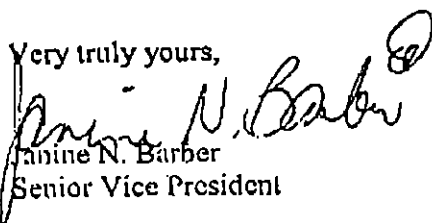
Dear Angela:

We have researched the lawsuit filed by RDL Supply Company on the Rail Hotel Corporation site prior to the foreclosure and have discovered that the supplier has a default judgment and a lien against the entire property, including the property to be taken for the right-of-way. I have talked with our General Counsel, Mr. Peter Graf, and he has reviewed all of the documentation and has advised that we are not willing to insure against the claims of RDL Supply because of their default judgment. He advises that the only way to be perfectly safe on this transaction is to have Town of Addison either obtain a Partial Release from RDL Supply or condemn the property.


I know that this is not the answer you wanted, but unfortunately the Default Judgment is very clear that they have a lien on the entire property, not just the improvements they put in. Further, Peter advises that there is a case law out there that advises that the lien is on the entire property and that the removables are not sufficient to satisfy the judgment that they can foreclose the property as well. He is not comfortable that the construction lender's foreclosure cut off this interest.

Should you have any questions or comments, please do not hesitate to call me or ask for Peter Graf whose direct line is 214.855.8836

Very truly yours,

  
 Janine N. Barber  
 Senior Vice President

REPUBLIC TITLE OF TEXAS, INC.

A SUBSIDIARY OF *First American Title Insurance Company* 

TITLE INSURANCE AGENT FOR: Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, First American Title Insurance Company, Lawyers Title Insurance Corporation, Old Republic National Title Insurance Company and Ticor Title Insurance Company

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

December 19, 2002

Ms. Janine Barber  
Republic Title Company  
2626 Howell Street, 10th Floor  
Dallas, Texas 75204

**RE: Your File No. JF-02R05324  
Parcel 7, Addison Road Extension Project**

Dear Janine:

As we discussed, please update the title commitment for the above-referenced property. We have been informed that the property has been foreclosed on by U.S. Bank and has been sold to Bidjaan Boutiques, Ltd. Please advise as to how this foreclosure and resale of the property affects the various encumbrances listed on the original title commitment. Thank you for your assistance in this matter.

Sincerely,

Angela K. Washington

AKW/yjr

c: Mr. Steve Chutchian, w/Town of Addison  
Mr. Ken Dippel, w/firm

*Pulled  
1-28-03*

*#R15-1*

**Council Agenda Item: #R 15**

**SUMMARY:**

This item is to request Council consideration of a resolution determining the necessity of acquiring an easement in, over, under, across and through real property, generally located at 15200 Addison Road, and owned by Bidjaan Boutique Hotels, LTD, et al ; and authorizing its condemnation and/or appropriation for public use in connection with the realignment and improvement of Addison Road.

**FINANCIAL IMPACT:**

Budgeted Amount: N/A

Appraised Value: \$8,475.00

Source of Funds: \$2,500,000 was funded from General Obligation Bonds. An additional \$1,300,000 was programmed from DART LAP/CMS funds.

**BACKGROUND:**

The easement acquisition process is currently underway on the proposed Addison Road Widening, Phase I project. Approximately 0.035 acre of Parkway Easement adjacent to the right-of-way of Addison Road (see attached parcel map) is required for the purpose of relocating utilities and constructing landscaping, irrigation and sidewalk improvements. This parcel is a portion of the Quorum Centre Addition and was previously owned by Rail Hotels Corporation. In December 2002, Bidjaan Boutique Hotels, LTD, et al foreclosed on the property and became the owner of record.

The new property owner recently received a copy of the appraisal from the Town, as prepared by the firm of Hipes & Associates, with a total compensation value of \$8,475.00 (see attached Summary of Salient Facts) for the parkway easement. The Town contacted the property owner on several occasions, in an attempt to negotiate an agreement for the acquisition of the permanent Parkway Easement. However, an agreement was not reached between all parties involved. As a result, the Town is forced to initiate imminent domain proceeding at this time against Bidjaan Boutique Hotels, LTD et al to acquire the necessary easement.



**RECOMMENDATION:**

It is recommended that Council approve a resolution determining the necessity of acquiring an easement in, over, under, across and through real property generally located at 15200 Addison Road and owned by Bidjaan Boutique Hotels, LTD, et al; and authorize its condemnation and/or appropriation for public use in connection with the realignment and improvement of Addison Road.

SUMMARY OF SALIENT FACTS

A Parkway Easement Acquisition at 15200 Addison Road  
Rail Hotels Corp. - Owner  
Addison, Texas

Date of the Appraisal: March 14, 2002

Value Estimated: Market Value - Just Compensation

Property Rights Appraised: Fee Simple & Easement

Property Appraised: A ±1.5812 Acre tract improved with a 3 story hotel facility, located at 15200 Addison Rd., Addison, Texas.

Property Zoned: C; Commercial

Highest & Best Use:  
 "As vacant": To be developed in conformity with adjacent land uses as demand warrants.  
 "As improved": To be maintained as a hotel facility.

Estimates of Fee Simple Value:

<u>Whole Property</u>	
Land Value (Sales Comparison):	\$ 757,647
Cost Approach:	\$ n/a
Income Approach:	\$3,902,182
Sales Comparison Approach:	\$3,917,000
<b>Whole Property:</b>	<b>\$3,900,000</b>

<u>Part Taken:</u>	
Parkway easement	\$ 8,475

<u>Remainder Before the Take:</u>	\$3,891,525
-----------------------------------	-------------

<u>Remainder After the Take:</u>	\$3,900,000
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<b>Final Value Estimate: JUST COMPENSATION</b>	<b>\$ 8,475</b>
--	-----------------

#R15-3 1/29/02

TOWN OF ADDISON, TEXAS  
FIELD NOTE DESCRIPTION  
FOR  
RAIL HOTELS CORPORATION  
(PARKWAY EASEMENT)

BEING a tract out of a 1.5812 acre tract of land located in the G. W. Fisher Survey, Abstract No. 482, in the Quorum Centre Addition, an addition to the Town of Addison, Texas, conveyed to Rail Hotels Corporation by a deed now of record in Volume 99024, Page 01020 of the Deed Records of Dallas County, Texas, said tract of land being more particularly described as follows:

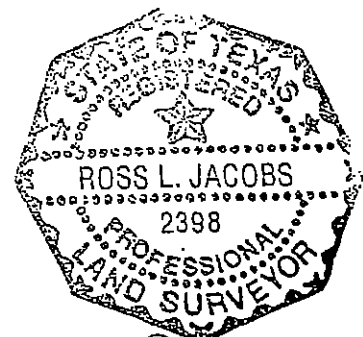
BEGINNING at a point in south line of said 1.5812 acre tract and in the north line of a 1.3774 acre tract of land conveyed to Outback Steakhouse of Florida, Inc. by a deed now of record in Volume 93046, Page 1218 of the Deed Records of Dallas County, Texas and said point being S 89°43'00" E, 20.00 feet from an found "X" in concrete and being the northwest corner of the said Outback Steakhouse tract and the southeast corner of the said Rail Hotels tract;

THENCE, N 89°43'00" W, along the north property line of the said Outback Steakhouse tract (1.3774 acre tract) and the south property line of the said Rail Hotels tract (1.5812 acre tract ), a distance of 8.00 feet to a point for a corner, said point being in the east line of tract of land 12 feet in width dedicated to the Town of Addison for Addison Road and in the west property line of the said Rail Hotels tract (1.5812 acre tract );

THENCE, N00°20'03" E, along the east line of the said Town of Addison right-of-way dedication and the west line of the said Rail Hotels tract (1.5812 acre tract), a distance of 192.62 feet to a point for a corner, said point being in the north line of the said Rail Hotels tract (1.5812 acre tract ) and the south line of a tract of land conveyed to Quorum Centre Limited Partnership as recorded in Volume 92038, Page 247 of the Deed Records of Dallas County, Texas, said point also being S 53°27'16" E, a distance of 88.93 feet to a "X" found marking the west right-of-way line of Addison Road and the southeast corner of a tract of land conveyed as Tract II to Oasis Car Wash, Inc. as recorded in Volume 97234, Page 6241 of the Deed Records of Dallas County, Texas;

THENCE, S 89°43'00" E, along the north line of the said Rail Hotels tract and the south line of the said Quorum Centre Limited Partnership, a distance of 8.00 feet to a point for a corner;

THENCE, S 00°20'03" W, being at all times parallel and at a perpendicular distance of 8 feet to the west property line of the said Rail Hotel tract and the east line of the said Town of Addison right-of-way dedication, a distance of 192.62 feet to the Point of Beginning, and containing 1,540.96 square feet (0.035 acres) of land.



*Ross L. Jacobs*  
- JAN. 29 2002

SCALE: 1"=50'

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT II

ADDISON ROAD

60'± R.O.W.

1/2" IRF

"X" IN CONC.

"X" IN CONC.

1/2" IRF

180°03'58"

S 89°27'16" E - 88.91'  
(REFERENCE BEARING)

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

S 89°43'00" E - 20.00'  
(REFERENCE BEARING)

N 89°43'00" W  
8.00'

12' DEDICATED TO TOWN OF ADDISON

N 00°20'03" E - 192.62'

S 00°20'03" W - 192.62'

S 89°43'00" E  
8.00'

POINT OF BEGINNING

PROPOSED PARKWAY ESM'T.

1,540.96 SQ. FT.  
0.035 ACRES

SNADON\BRANSCOME  
JOINT VENTURE NO.1  
VOL. 84067, PG. 5718

OUTBACK STEAKHOUSE OF FLORIDA, INC.  
VOL. 93046 PG. 1218

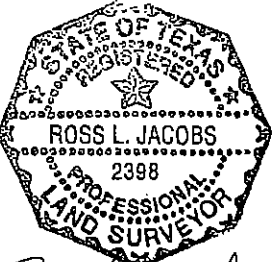
QUORUM CENTRE LIMITED  
PARTNERSHIP  
VOL. 92038 PG. 0247

RAIL HOTELS CORPORATION  
VOL. 99024, PG. 01020

25' INGRESS & EGRESS EASEMENT  
ADDISON NORTHWEST, LTD.  
VOL. 89010, PG. 4479  
EXHIBIT C

G.W. FISHER SURVEY  
ABST. NO. 482  
QUORUM CENTRE ADDITION

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS, & CONWAY CONSULTING ENGINEERS	JAN., 2002 PLAT 5E-A



Ron L. Jacobs  
JAN. 29, 2002  
5/8" I.R.F.

#R15-4

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. R \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS DETERMINING THE NECESSITY OF ACQUIRING AN EASEMENT IN, OVER, UNDER, ACROSS AND THROUGH REAL PROPERTY GENERALLY LOCATED AT 15200 ADDISON ROAD AND OWNED BY BIDJAAN BOUTIQUE HOTELS, LTD., ET AL.; AUTHORIZING ITS CONDEMNATION AND/OR APPROPRIATION FOR PUBLIC USE IN CONNECTION WITH THE REALIGNMENT AND IMPROVEMENT OF ADDISON ROAD IN ADDISON, TEXAS; AND PROVIDING AN EFFECTIVE DATE.**

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

SECTION 1. That for the purposes of this Resolution, the following definitions of terms shall apply:

"PROPERTY": The area described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof for all purposes.

"PROPERTY INTERESTS": Easement in, over, under across and through the land described in Exhibit "A" and depicted on Exhibit "B".

"PROJECT": Realignment and improvement of Addison Road, Addison, Texas.

"OFFER AMOUNT": Eight Thousand, Four Hundred Seventy Five and No/100 Dollars (\$8,475.00).

"OWNERS": Bidjaan Boutique Hotels, Ltd.  
Mayflower Hotels, LLC  
Sadrudin Kassam, Individually and as Manager of Mayflower Hotels, LLC

"LIENHOLDERS": Western Bank & Trust  
Paula Anderson, Trustee  
RDL II, Ltd., dba RDL Supply

SECTION 2. That it is hereby determined that public convenience and necessity requires that the Town of Addison should acquire the PROPERTY INTERESTS in, over, under, across and through the PROPERTY necessary for the PROJECT.

SECTION 3. That the PROPERTY is hereby determined to be necessary for the PROJECT. That for the purpose of acquiring the PROPERTY INTERESTS in, over, under,

across and through the PROPERTY, the City Manager, or such employee as he may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY to be acquired and full damages allowable by law, which amount represents its fair cash market value.

SECTION 4. That the Town of Addison determines to appropriate the PROPERTY INTERESTS in, over, under, across and through the PROPERTY for the PROJECT under the laws of the State of Texas and the provisions of the Charter of the Town of Addison.

SECTION 5. That, in the event the OWNERS accept the OFFER AMOUNT as authorized herein, the City Finance Director be and is hereby authorized to draw a check in favor of the OWNERS named above, or the current owners of record, in the OFFER AMOUNT.

SECTION 6. That the City is to have possession of the PROPERTY on closing; and the City will pay any title expenses and closing costs; and the City will pay court costs as may be assessed by the Special Commissioners or the court.

SECTION 7. Should the employee designated to make the official offer report to the City Attorney that the OWNERS have refused to accept the OFFER AMOUNT as compensation for the hereinabove described taking from the OWNERS under the laws of eminent domain, which amount the City Council deems to be the fair cash market value and all just compensation, in compliance with the laws of the State of Texas, this will be evidence that the Town of Addison cannot agree with the OWNERS as to the damages legally allowable by law. In such case, the City Attorney is authorized and directed to file the necessary suit and take the necessary action for the prompt acquisition of the PROPERTY in condemnation or in any manner provided by law.

SECTION 8. That in the event the Special Commissioners in Condemnation appointed by the court return an award that is the same amount or less than the OFFER AMOUNT, the City Finance Director is hereby authorized to issue a check not to exceed the amount of the Commissioners' award made payable to the County Clerk of Dallas County to be deposited into the registry of the court to enable the City to take possession of the PROPERTY without further action of the City Council.

SECTION 9. That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, then the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit.

SECTION 10. That this resolution shall take effect immediately from and after its passage, as in the Charter in such cases is made and provided.

PASSED AND APPROVED this 28th day of January, 2003.

\_\_\_\_\_  
Mayor  
Town of Addison, Texas

ATTEST:

\_\_\_\_\_  
Carmen Moran, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Ken C. Dippel, City Attorney

**SUMMARY OF SALIENT FACTS**

**A Parkway Easement Acquisition at 15200 Addison Road  
Rail Hotels Corp. - Owner  
Addison, Texas**

Date of the Appraisal: March 14, 2002

Value Estimated: Market Value - Just Compensation

Property Rights Appraised: Fee Simple & Easement

Property Appraised: A ±1.5812 Acre tract improved with a 3 story hotel facility, located at 15200 Addison Rd., Addison, Texas.

Property Zoned: C; Commercial

Highest & Best Use:  
"As vacant": To be developed in conformity with adjacent land uses as demand warrants.  
"As improved": To be maintained as a hotel facility.

**Estimates of Fee Simple Value:**

**Whole Property**

Land Value (Sales Comparison):	\$ 757,647
Cost Approach:	\$ n/a
Income Approach:	\$3,902,182
Sales Comparison Approach:	\$3,917,000
<b>Whole Property:</b>	<b>\$3,900,000</b>

**Part Taken:**

Parkway easement	\$ 8,475
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<b><u>Remainder Before the Take:</u></b>	<b>\$3,891,525</b>
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<b><u>Remainder After the Take:</u></b>	<b>\$3,900,000</b>
---	--------------------

<b>Final Value Estimate: JUST COMPENSATION</b>	<b>\$ 8,475</b>
--	-----------------



## Steve Chutchian

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**To:** jbirkhoff@bhcllp.com  
**Subject:** Mainstay Suites Site - Addison Rd.

John - we have been trying to acquire the 8 ft. parkway easement that fronts the Mainstay Suites (Rails Hotel Corp.) site along Addison Rd. Unfortunately, the original owner had several liens against the property. Then a Mr. Bidjaan Cassam foreclosed on the property and took possession. In addition, a lien has now been placed on the entire site. Mr. Cassam has requested that the Town perform median improvements along Arapaho Rd., reimburse him for anticipated lost revenue, pay for damages to certain property related items, and give him a lot cash. Our appraisal for this site is approximately \$8,500. Condemnation will cost the Town about \$25,000 in legal fees.

Given the above scenario, Mike Murphy asked if you will look at the engineering/landscaping, sidewalk, irrigation, etc design and determine if we can reasonably work exclusively within the existing 12 ft r.o.w. dedication that we received during a previous platting process. If you can look at the ramifications of narrowing the working room in front of the Mainstay Suites site and get back with us a.s.a.p., we would greatly appreciate it. Thanks.

Steve C.

DATE SUBMITTED: January 17, 2003  
FOR COUNCIL MEETING: January 28, 2003

**Council Agenda Item:**

**SUMMARY:**

This item is to request Council consideration of a resolution determining the necessity of acquiring an easement in, over, under, across and through real property, generally located at 15200 Addison Road, and owned by Bidjaan Boutique Hotels, LTD, et al ; and authorizing its condemnation and/or appropriation for public use in connection with the realignment and improvement of Addison Road.

**FINANCIAL IMPACT:**

Budgeted Amount: N/A

Appraised Value: \$8,475.00

Source of Funds: \$2,500,000 was funded from General Obligation Bonds.  
An additional \$1,300,000 was programmed from DART  
LAP/CMS funds.

**BACKGROUND:**

The easement acquisition process is currently underway on the proposed Addison Road Widening, Phase I project. Approximately 0.035 acre of Parkway Easement adjacent to the right-of-way of Addison Road (see attached parcel map) is required for the purpose of relocating utilities and constructing landscaping, irrigation and sidewalk improvements. This parcel is a portion of the Quorum Centre Addition and was previously owned by Rail Hotels Corporation. In December 2002, Bidjaan Boutique Hotels, LTD, et al foreclosed on the property and became the owner of record.

The new property owner recently received a copy of the appraisal from the Town, as prepared by the firm of Hipes & Associates, with a total compensation value of \$8,475.00 (see attached Summary of Salient Facts) for the parkway easement. The Town contacted the property owner on several occasions, in an attempt to negotiate an agreement for the acquisition of the permanent Parkway Easement. However, an agreement was not reached between all parties involved. As a result, the Town is forced to initiate imminent domain proceeding at this time against Bidjaan Boutique Hotels, LTD et al to acquire the necessary easement.

**RECOMMENDATION:**

It is recommended that Council approve a resolution determining the necessity of acquiring an easement in, over, under, across and through real property generally located at 15200 Addison Road and owned by Bidjaan Boutique Hotels, LTD, et al; and authorize its condemnation and/or appropriation for public use in connection with the realignment and improvement of Addison Road.

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. R \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS DETERMINING THE NECESSITY OF ACQUIRING AN EASEMENT IN, OVER, UNDER, ACROSS AND THROUGH REAL PROPERTY GENERALLY LOCATED AT 15200 ADDISON ROAD AND OWNED BY BIDJAAN BOUTIQUE HOTELS, LTD., ET AL.; AUTHORIZING ITS CONDEMNATION AND/OR APPROPRIATION FOR PUBLIC USE IN CONNECTION WITH THE REALIGNMENT AND IMPROVEMENT OF ADDISON ROAD IN ADDISON, TEXAS; AND PROVIDING AN EFFECTIVE DATE.**

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

SECTION 1. That for the purposes of this Resolution, the following definitions of terms shall apply:

"PROPERTY": The area described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof for all purposes.

"PROPERTY INTERESTS": Easement in, over, under across and through the land described in Exhibit "A" and depicted on Exhibit "B".

"PROJECT": Realignment and improvement of Addison Road, Addison, Texas.

"OFFER AMOUNT": Eight Thousand, Four Hundred Seventy Five and No/100 Dollars (\$8,475.00).

"OWNERS": Bidjaan Boutique Hotels, Ltd.  
Mayflower Hotels, LLC  
Sadrudin Kassam, Individually and as Manager of Mayflower Hotels, LLC

"LIENHOLDERS": Western Bank & Trust  
Paula Anderson, Trustee  
RDL II, Ltd., dba RDL Supply

SECTION 2. That it is hereby determined that public convenience and necessity requires that the Town of Addison should acquire the PROPERTY INTERESTS in, over, under, across and through the PROPERTY necessary for the PROJECT.

SECTION 3. That the PROPERTY is hereby determined to be necessary for the PROJECT. That for the purpose of acquiring the PROPERTY INTERESTS in, over, under,

across and through the PROPERTY, the City Manager, or such employee as he may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY to be acquired and full damages allowable by law, which amount represents its fair cash market value.

SECTION 4. That the Town of Addison determines to appropriate the PROPERTY INTERESTS in, over, under, across and through the PROPERTY for the PROJECT under the laws of the State of Texas and the provisions of the Charter of the Town of Addison.

SECTION 5. That, in the event the OWNERS accept the OFFER AMOUNT as authorized herein, the City Finance Director be and is hereby authorized to draw a check in favor of the OWNERS named above, or the current owners of record, in the OFFER AMOUNT.

SECTION 6. That the City is to have possession of the PROPERTY on closing; and the City will pay any title expenses and closing costs; and the City will pay court costs as may be assessed by the Special Commissioners or the court.

SECTION 7. Should the employee designated to make the official offer report to the City Attorney that the OWNERS have refused to accept the OFFER AMOUNT as compensation for the hereinabove described taking from the OWNERS under the laws of eminent domain, which amount the City Council deems to be the fair cash market value and all just compensation, in compliance with the laws of the State of Texas, this will be evidence that the Town of Addison cannot agree with the OWNERS as to the damages legally allowable by law. In such case, the City Attorney is authorized and directed to file the necessary suit and take the necessary action for the prompt acquisition of the PROPERTY in condemnation or in any manner provided by law.

SECTION 8. That in the event the Special Commissioners in Condemnation appointed by the court return an award that is the same amount or less than the OFFER AMOUNT, the City Finance Director is hereby authorized to issue a check not to exceed the amount of the Commissioners' award made payable to the County Clerk of Dallas County to be deposited into the registry of the court to enable the City to take possession of the PROPERTY without further action of the City Council.

SECTION 9. That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, then the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit.

SECTION 10. That this resolution shall take effect immediately from and after its passage, as in the Charter in such cases is made and provided.

PASSED AND APPROVED this 28th day of January, 2003.

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Mayor  
Town of Addison, Texas

**ATTEST:**

\_\_\_\_\_  
**Carmen Moran, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Ken C. Dippel, City Attorney**

**TOWN OF ADDISON, TEXAS**  
**FIELD NOTE DESCRIPTION**  
**FOR**  
**RAIL HOTELS CORPORATION**  
**(PARKWAY EASEMENT)**

BEING a tract out of a 1.5812 acre tract of land located in the G. W. Fisher Survey, Abstract No. 482, in the Quorum Centre Addition, an addition to the Town of Addison, Texas, conveyed to Rail Hotels Corporation by a deed now of record in Volume 99024, Page 01020 of the Deed Records of Dallas County, Texas, said tract of land being more particularly described as follows:

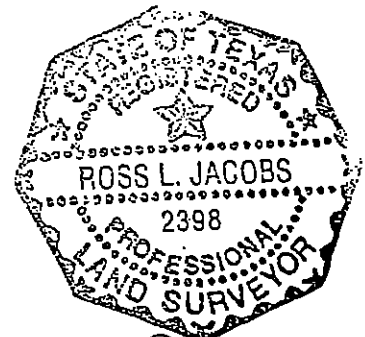
BEGINNING at a point in south line of said 1.5812 acre tract and in the north line of a 1.3774 acre tract of land conveyed to Outback Steakhouse of Florida, Inc. by a deed now of record in Volume 93046, Page 1218 of the Deed Records of Dallas County, Texas and said point being S 89°43'00" E, 20.00 feet from an found "X" in concrete and being the northwest corner of the said Outback Steakhouse tract and the southeast corner of the said Rail Hotels tract;

THENCE, N 89°43'00" W, along the north property line of the said Outback Steakhouse tract (1.3774 acre tract) and the south property line of the said Rail Hotels tract (1.5812 acre tract ), a distance of 8.00 feet to a point for a corner, said point being in the east line of tract of land 12 feet in width dedicated to the Town of Addison for Addison Road and in the west property line of the said Rail Hotels tract (1.5812 acre tract );

THENCE, N00°20'03" E, along the east line of the said Town of Addison right-of-way dedication and the west line of the said Rail Hotels tract (1.5812 acre tract), a distance of 192.62 feet to a point for a corner, said point being in the north line of the said Rail Hotels tract (1.5812 acre tract ) and the south line of a tract of land conveyed to Quorum Centre Limited Partnership as recorded in Volume 92038, Page 247 of the Deed Records of Dallas County, Texas, said point also being S 53°27'16" E, a distance of 88.93 feet to a "X" found marking the west right-of-way line of Addison Road and the southeast corner of a tract of land conveyed as Tract II to Oasis Car Wash, Inc. as recorded in Volume 97234, Page 6241 of the Deed Records of Dallas County, Texas;

THENCE, S 89°43'00" E, along the north line of the said Rail Hotels tract and the south line of the said Quorum Centre Limited Partnership, a distance of 8.00 feet to a point for a corner;

THENCE, S 00°20'03" W, being at all times parallel and at a perpendicular distance of 8 feet to the west property line of the said Rail Hotel tract and the east line of the said Town of Addison right-of-way dedication, a distance of 192.62 feet to the Point of Beginning, and containing 1,540.96 square feet (0.035 acres) of land.



*Ross L. Jacobs*  
 JAN. 29, 2002

SCALE: 1"=50'

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT II

ADDISON ROAD

60' ±  
R.O.W.

1/2" I.R.F.

"X" IN CONC.

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

180°03'58"

S 53°21'16" E - 88.91'  
(REFERENCE BEARING)

"X" IN CONC.

1/2" I.R.F.

S 89°43'00" E - 20.00'  
(REFERENCE BEARING)

12' DEDICATED TO TOWN OF ADDISON

N 00°20'03" E - 192.62'

S 89°43'00" E  
8.00'

N 89°43'00" W  
8.00'

S 00°20'03" W - 192.62'

POINT OF BEGINNING

PROPOSED PARKWAY ESM'T.

1,540.96 SQ. FT.  
0.035 ACRES

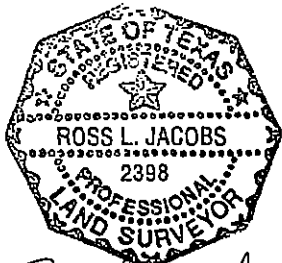
SNADON BRANSCOME  
JOINT VENTURE NO.1  
VOL. 84067, PG. 5718

OUTBACK STEAKHOUSE OF FLORIDA, INC.  
VOL. 93046 PG. 1218

QUORUM CENTRE LIMITED  
PARTNERSHIP  
VOL. 92038 PG. 0247

RAIL HOTELS CORPORATION  
VOL. 99024, PG. 01020

25' INGRESS & EGRESS EASEMENT  
ADDISON NORTHWEST, LTD.  
VOL. 89010, PG. 4479  
EXHIBIT C



G.W. FISHER SURVEY  
ABST. NO. 482  
QUORUM CENTRE ADDITION

TOWN OF ADDISON, TEXAS

ADDISON ROAD  
BELT LINE RD. TO KELLER SPRINGS RD.  
PARKWAY EASEMENT

BIRKHOFF, HENDRICKS, & CONWAY  
CONSULTING ENGINEERS

JAN., 2002  
PLAT 5E-A

Ross L. Jacobs  
JAN. 29, 2002  
5/8" I.R.F.



SUMMARY OF SALIENT FACTS

**A Parkway Easement Acquisition at 15200 Addison Road  
Rail Hotels Corp. - Owner  
Addison, Texas**

Date of the Appraisal: March 14, 2002

Value Estimated: Market Value - Just Compensation

Property Rights Appraised: Fee Simple & Easement

Property Appraised: A ±1.5812 Acre tract improved with a 3 story hotel facility, located at 15200 Addison Rd., Addison, Texas.

Property Zoned: C; Commercial

Highest & Best Use:  
"As vacant": To be developed in conformity with adjacent land uses as demand warrants.  
"As improved": To be maintained as a hotel facility.

**Estimates of Fee Simple Value:**

Whole Property

Land Value (Sales Comparison):	\$ 757,647
Cost Approach:	\$ n/a
Income Approach:	\$3,902,182
Sales Comparison Approach:	\$3,917,000
<b>Whole Property:</b>	<b>\$3,900,000</b>

Part Taken:

Parkway easement	\$ 8,475
------------------	----------

<u>Remainder Before the Take:</u>	\$3,891,525
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<u>Remainder After the Take:</u>	\$3,900,000
----------------------------------	-------------

<b>Final Value Estimate: JUST COMPENSATION</b>	<b>\$ 8,475</b>
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SCALE: 1"=50'

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT II

ADDISON ROAD

60'± R.O.W.

1/2" IRF

"X" IN CONC.

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

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S 89°43'00" E - 8.00'

S 00°20'03" W - 192.62'

POINT OF BEGINNING

PROPOSED PARKWAY ESM'T.

1,540.96 SQ. FT.  
0.035 ACRES

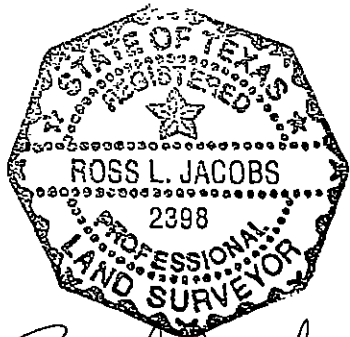
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EXHIBIT C



G.W. FISHER SURVEY  
ABST. NO. 482  
QUORUM CENTRE ADDITION

*Ross L. Jacobs*  
JAN. 29, 2002

5/8" I.R.F.

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS, & CONWAY CONSULTING ENGINEERS	JAN., 2002 PLAT 5E-A

01/28/02 GRB SCALE: 1"=50' H:\PROJECTS\ADDISON\98143\PLATS\ADD--PLAT5E--A.DWG

01/28/02 GRB SCALE: 1"=50 H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT5E-A.DWG

SCALE: 1"=50'

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
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OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

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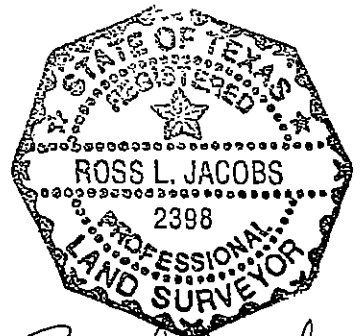
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OUTBACK STEAKHOUSE OF FLORIDA, INC.  
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VOL. 99024, PG. 01020

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EXHIBIT C



G.W. FISHER SURVEY  
ABST. NO. 482  
QUORUM CENTRE ADDITION

*Ross L. Jacobs*  
JAN. 29, 2002  
5/8" I.R.F.

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS, & CONWAY CONSULTING ENGINEERS	JAN., 2002 PLAT 5E-A

**TOWN OF ADDISON, TEXAS**  
**FIELD NOTE DESCRIPTION**  
**FOR**  
**RAIL HOTELS CORPORATION**  
**(PARKWAY EASEMENT)**

BEING a tract out of a 1.5812 acre tract of land located in the G. W. Fisher Survey, Abstract No. 482, in the Quorum Centre Addition, an addition to the Town of Addison, Texas, conveyed to Rail Hotels Corporation by a deed now of record in Volume 99024, Page 01020 of the Deed Records of Dallas County, Texas, said tract of land being more particularly described as follows:

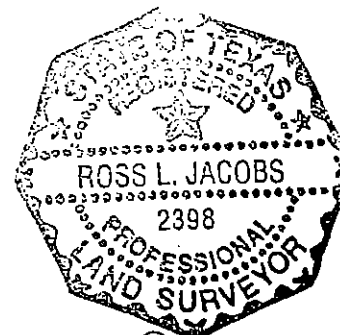
BEGINNING at a point in south line of said 1.5812 acre tract and in the north line of a 1.3774 acre tract of land conveyed to Outback Steakhouse of Florida, Inc. by a deed now of record in Volume 93046, Page 1218 of the Deed Records of Dallas County, Texas and said point being S 89°43'00" E, 20.00 feet from an found "X" in concrete and being the northwest corner of the said Outback Steakhouse tract and the southeast corner of the said Rail Hotels tract;

THENCE, N 89°43'00" W, along the north property line of the said Outback Steakhouse tract (1.3774 acre tract) and the south property line of the said Rail Hotels tract (1.5812 acre tract ), a distance of 8.00 feet to a point for a corner, said point being in the east line of tract of land 12 feet in width dedicated to the Town of Addison for Addison Road and in the west property line of the said Rail Hotels tract (1.5812 acre tract );

THENCE, N00°20'03" E, along the east line of the said Town of Addison right-of-way dedication and the west line of the said Rail Hotels tract (1.5812 acre tract), a distance of 192.62 feet to a point for a corner, said point being in the north line of the said Rail Hotels tract (1.5812 acre tract ) and the south line of a tract of land conveyed to Quorum Centre Limited Partnership as recorded in Volume 92038, Page 247 of the Deed Records of Dallas County, Texas, said point also being S 53°27'16" E, a distance of 88.93 feet to a "X" found marking the west right-of-way line of Addison Road and the southeast corner of a tract of land conveyed as Tract II to Oasis Car Wash, Inc. as recorded in Volume 97234, Page 6241 of the Deed Records of Dallas County, Texas;

THENCE, S 89°43'00" E, along the north line of the said Rail Hotels tract and the south line of the said Quorum Centre Limited Partnership, a distance of 8.00 feet to a point for a corner;

THENCE, S 00°20'03" W, being at all times parallel and at a perpendicular distance of 8 feet to the west property line of the said Rail Hotel tract and the east line of the said Town of Addison right-of-way dedication, a distance of 192.62 feet to the Point of Beginning, and containing 1,540.96 square feet (0.035 acres) of land.



*Ross L. Jacobs*  
 JAN. 29, 2002

01/28/02 GRB SCALE: 1=50 H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT5E-A.DWG

SCALE: 1"=50'

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT II

ADDISON ROAD

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60'±

1/2" IRF

"X" IN CONC.

180°03'58"

S 33°27'16" E - 88.93'  
(REFERENCE BEARING)

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

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S 89°43'00" E - 20.00'  
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POINT OF BEGINNING

S 00°20'03" W - 192.62'

PROPOSED PARKWAY ESM'T.

1,540.96 SQ. FT.  
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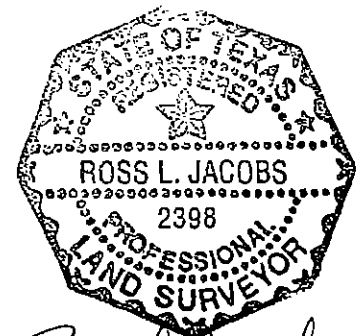
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25' INGRESS & EGRESS EASEMENT  
ADDISON NORTHWEST, LTD.  
VOL. 89010, PG. 4479  
EXHIBIT C



G.W. FISHER SURVEY  
ABST. NO. 482  
QUORUM CENTRE ADDITION

*Ross L. Jacobs*  
JAN. 29, 2002  
5/8" I.R.F.

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS, & CONWAY CONSULTING ENGINEERS	JAN., 2002 PLAT 5E-A

Passed  
10-22-02

#R13-1

**Council Agenda Item: #R13**

**SUMMARY:**

This item is to request Council consideration of a resolution determining the necessity of acquiring real property owned by Rail Hotels Corporation and authorizing its condemnation and/or appropriation for public use in connection with the widening of Addison Road.

**FINANCIAL IMPACT:**

Budgeted Amount: N/A

Appraised Value: \$8,475.00

Source of Funds: \$2,500,000 was funded from General Obligation Bonds. An additional \$1,300,000 was programmed from DART LAP/CMS funds.

**BACKGROUND:**

The easement acquisition process is currently underway on the proposed Addison Road Widening, Phase I project. Approximately 0.035 acre of Parkway Easement adjacent to the right-of-way of Addison Road (see attached parcel map) is required for the purpose of relocating utilities and constructing landscaping, irrigation and sidewalk improvements. This parcel is a portion of the Quorum Centre Addition, and is owned by Rail Hotels Corporation. Mainstay Suites is currently located on the property.

The property owner previously received a copy of the appraisal from the Town, as prepared by the firm of Hipes & Associates, with a total compensation value of \$8,475.00 (see attached Summary of Salient Facts) for the parkway easement. The Town and property owner were unsuccessful in completing final negotiations due to the existence of several liens on the property. The lienholders did not agree to sign respective releases on the property, whereby, the Town could close on the easement acquisition with the owner. As a result, the Town is forced to initiate eminent domain proceeding against the property.

**RECOMMENDATION:**

It is recommended that Council approve a resolution determining the necessity of acquiring real property owned by Rail Hotels Corporation, and authorize its condemnation and/or appropriation for public use in connection with the realignment and widening of Addison Road.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS DETERMINING THE NECESSITY OF ACQUIRING THE HEREINAFTER DESCRIBED REAL PROPERTY OWNED BY RAIL HOTELS CORPORATION AND AUTHORIZING ITS CONDEMNATION AND/OR APPROPRIATION FOR PUBLIC USE IN CONNECTION WITH THE REALIGNMENT AND EXTENSION OF ADDISON ROAD IN ADDISON, TEXAS.

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

SECTION 1. That for the purposes of this Resolution, the following definitions of terms shall apply:

"PROPERTY": The area described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof for all purposes.

"PROPERTY INTERESTS": Parkway easement in, over, and across the land described in Exhibit "A" and depicted on Exhibit "B".

"PROJECT": Realignment and extension of Addison Road, Addison, Texas.

"OFFER AMOUNT": Eight Thousand, Four Hundred Seventy Five and No/100 Dollars (\$8,475.00).

"OWNERS": Rail Hotels Corporation

"LIENHOLDERS": Commonwealth Land Title Insurance Company  
Vincent L. Dulweber, Trustee  
Commerce Loan CO ADO Bank of Commerce A CA  
Banking Corporation  
GMAC Commercial Mortgage Corporation  
RDL II, Ltd., dba RDL Supply  
Goodman Factors, Inc.

SECTION 2. That it is hereby determined that public convenience and necessity requires that the Town of Addison should acquire the PROPERTY INTERESTS in, over, and across the PROPERTY necessary for the PROJECT.

SECTION 3. That the PROPERTY is hereby determined to be necessary for the PROJECT. That for the purpose of acquiring the PROPERTY INTERESTS in, over, and across

the PROPERTY, the City Manager, or such employee as he may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY to be acquired and full damages allowable by law, which amount represents its fair cash market value.

SECTION 4. That the Town of Addison determines to appropriate the PROPERTY INTERESTS in, over, and across the PROPERTY for the PROJECT under the laws of the State of Texas and the provisions of the Charter of the Town of Addison.

SECTION 5. That, in the event the OWNERS accept the OFFER AMOUNT as authorized herein, the City Finance Director be and is hereby authorized to draw a check in favor of the OWNERS named above, or the current owners of record, in the OFFER AMOUNT.

SECTION 6. That the City is to have possession of the PROPERTY on closing; and the City will pay any title expenses and closing costs; and the City will pay court costs as may be assessed by the Special Commissioners or the court.

SECTION 7. Should the employee designated to make the official offer report to the City Attorney that the OWNERS have refused to accept the OFFER AMOUNT as compensation for the hereinabove described taking from the OWNERS under the laws of eminent domain, which amount the City Council deems to be the fair cash market value and all just compensation, in compliance with the laws of the State of Texas, this will be evidence that the Town of Addison cannot agree with the OWNERS as to the damages legally allowable by law. In such case, the City Attorney is authorized and directed to file the necessary suit and take the necessary action for the prompt acquisition of the PROPERTY in condemnation or in any manner provided by law.

SECTION 8. That in the event the Special Commissioners in Condemnation appointed by the court return an award that is the same amount or less than the OFFER AMOUNT, the City Finance Director is hereby authorized to issue a check not to exceed the amount of the Commissioners' award made payable to the County Clerk of Dallas County to be deposited into the registry of the court to enable the City to take possession of the PROPERTY without further action of the City Council.

SECTION 9. That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, then the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit.

SECTION 10. That this resolution shall take effect immediately from and after its passage, as in the Charter in such cases is made and provided.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Mayor  
Town of Addison, Texas



ATTEST:

\_\_\_\_\_  
Carmen Moran, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Ken C. Dippel, City Attorney

SCALE: 1"=50'

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT II

ADDISON ROAD

60'±  
R.O.W.

"X" IN CONC.

1/2" IRF

180°03'58"

S 51°27'16" E  
88.92'  
(REFERENCE BEARING)

"X" IN CONC.

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

S 89°43'00" E - 20.00'  
(REFERENCE BEARING)

12' DEDICATED TO TOWN OF ADDISON

N 89°43'00" W  
8.00'

N 00°20'03" E - 192.62'

S 89°43'00" E  
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POINT OF BEGINNING

S 00°20'03" W - 192.62'

PROPOSED PARKWAY ESM'T.

1,540.96 SQ. FT.  
0.035 ACRES

SNADON\BRANSCOME  
JOINT VENTURE NO.1  
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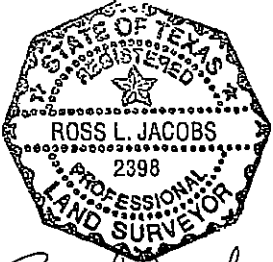
OUTBACK STEAKHOUSE OF FLORIDA, INC.  
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25' INGRESS & EGRESS EASEMENT  
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G.W. FISHER SURVEY  
ABST. NO. 482  
QUORUM CENTRE ADDITION



*Ross L. Jacobs*  
JAN. 29, 2002  
5/8" I.R.F.

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS, & CONWAY CONSULTING ENGINEERS	JAN., 2002 PLAT 5E-A

#13-3

#R134

SUMMARY OF SALIENT FACTS

A Parkway Easement Acquisition at 15200 Addison Road  
Rail Hotels Corp. - Owner  
Addison, Texas

Date of the Appraisal: March 14, 2002

Value Estimated: Market Value - Just Compensation

Property Rights Appraised: Fee Simple & Easement

Property Appraised: A ±1.5812 Acre tract improved with a 3 story hotel facility, located at 15200 Addison Rd., Addison, Texas.

Property Zoned: C; Commercial

Highest & Best Use:  
 "As vacant": To be developed in conformity with adjacent land uses as demand warrants.  
 "As improved": To be maintained as a hotel facility.

Estimates of Fee Simple Value:

<u>Whole Property</u>	
Land Value (Sales Comparison):	\$ 757,647
Cost Approach:	\$ n/a
Income Approach:	\$3,902,182
Sales Comparison Approach:	\$3,917,000
<b>Whole Property:</b>	<b>\$3,900,000</b>
 <u>Part Taken:</u>	
Parkway easement	\$ 8,475
 <u>Remainder Before the Take:</u>	 \$3,891,525
 <u>Remainder After the Take:</u>	 \$3,900,000
  <b>Final Value Estimate: JUST COMPENSATION</b>	  <b>\$ 8,475</b>

DATE SUBMITTED: October 14, 2002  
FOR COUNCIL MEETING: October 22, 2002

**Council Agenda Item:**

**SUMMARY:**

This item is to request Council consideration of a resolution determining the necessity of acquiring real property owned by Rail Hotels Corporation and authorizing its condemnation and/or appropriation for public use in connection with the widening of Addison Road.

**FINANCIAL IMPACT:**

Budgeted Amount: N/A

Appraised Value: \$8,475.00

Source of Funds: \$2,500,000 was funded from General Obligation Bonds. An additional \$1,300,000 was programmed from DART LAP/CMS funds.

**BACKGROUND:**

The easement acquisition process is currently underway on the proposed Addison Road Widening, Phase I project. Approximately 0.035 acre of Parkway Easement adjacent to the right-of-way of Addison Road (see attached parcel map) is required for the purpose of relocating utilities and constructing landscaping, irrigation and sidewalk improvements. This parcel is a portion of the Quorum Centre Addition, and is owned by Rail Hotels Corporation. Mainstay Suites is currently located on the property.

The property owner previously received a copy of the appraisal from the Town, as prepared by the firm of Hipes & Associates, with a total compensation value of \$8,475.00 (see attached Summary of Salient Facts) for the parkway easement. The Town and property owner were unsuccessful in completing final negotiations due to the existence of several liens on the property. The lienholders did not agree to sign respective releases on the property, whereby, the Town could close on the easement acquisition with the owner. As a result, the Town is forced to initiate eminent domain proceeding against the property.

**RECOMMENDATION:**

It is recommended that Council approve a resolution determining the necessity of acquiring real property owned by Rail Hotels Corporation, and authorize its condemnation and/or appropriation for public use in connection with the realignment and widening of Addison Road.

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. R \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS DETERMINING THE NECESSITY OF ACQUIRING THE HEREINAFTER DESCRIBED REAL PROPERTY OWNED BY RAIL HOTELS CORPORATION AND AUTHORIZING ITS CONDEMNATION AND/OR APPROPRIATION FOR PUBLIC USE IN CONNECTION WITH THE REALIGNMENT AND EXTENSION OF ADDISON ROAD IN ADDISON, TEXAS.**

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

SECTION 1. That for the purposes of this Resolution, the following definitions of terms shall apply:

"PROPERTY": The area described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof for all purposes.

"PROPERTY INTERESTS": Parkway easement in, over, and across the land described in Exhibit "A" and depicted on Exhibit "B".

"PROJECT": Realignment and extension of Addison Road, Addison, Texas.

"OFFER AMOUNT": Eight Thousand, Four Hundred Seventy Five and No/100 Dollars (\$8,475.00).

"OWNERS": Rail Hotels Corporation

"LIENHOLDERS": Commonwealth Land Title Insurance Company  
Vincent L. Dulweber, Trustee  
Commerce Loan CO ADO Bank of Commerce A CA  
Banking Corporation  
GMAC Commercial Mortgage Corporation  
RDL II, Ltd., dba RDL Supply  
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SECTION 10. That this resolution shall take effect immediately from and after its passage, as in the Charter in such cases is made and provided.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Mayor  
Town of Addison, Texas

ATTEST:

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Carmen Moran, City Secretary

APPROVED AS TO FORM:

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Ken C. Dippel, City Attorney

01/28/02 GRB SCALE: 1=50 H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT5E--A.DWG

SCALE: 1"=50'

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
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60'± R.O.W.

"X" IN CONC.

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(REFERENCE BEARING)

N 89°43'00" W  
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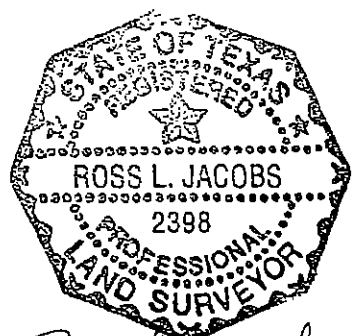
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G.W. FISHER SURVEY  
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QUORUM CENTRE ADDITION

*Ross L. Jacobs*  
JAN. 29, 2002  
5/8" I.R.F.

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ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS, & CONWAY CONSULTING ENGINEERS	JAN., 2002 PLAT 5E-A



SUMMARY OF SALIENT FACTS

**A Parkway Easement Acquisition at 15200 Addison Road  
Rail Hotels Corp. - Owner  
Addison, Texas**

Date of the Appraisal: March 14, 2002

Value Estimated: Market Value - Just Compensation

Property Rights Appraised: Fee Simple & Easement

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Property Zoned: C; Commercial

Highest & Best Use:  
"As vacant": To be developed in conformity with adjacent land uses as demand warrants.  
"As improved": To be maintained as a hotel facility.

**Estimates of Fee Simple Value:**

<u>Whole Property</u>	
Land Value (Sales Comparison):	\$ 757,647
Cost Approach:	\$ n/a
Income Approach:	\$3,902,182
Sales Comparison Approach:	\$3,917,000
<b>Whole Property:</b>	<b>\$3,900,000</b>

<u>Part Taken:</u>	
Parkway easement	\$ 8,475

<u>Remainder Before the Take:</u>	\$3,891,525
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<u>Remainder After the Take:</u>	\$3,900,000
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**Final Value Estimate: JUST COMPENSATION \$ 8,475**

DATE SUBMITTED: October 14, 2002  
FOR COUNCIL MEETING: October 22, 2002

**Council Agenda Item:**

**SUMMARY:**

This item is to request Council consideration of a resolution determining the necessity of acquiring real property owned by Rail Hotels Corporation and authorizing its condemnation and/or appropriation for public use in connection with the widening of Addison Road.

**FINANCIAL IMPACT:**

Budgeted Amount: N/A

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Source of Funds: \$2,500,000 was funded from General Obligation Bonds. An additional \$1,300,000 was programmed from DART LAP/CMS funds.

**BACKGROUND:**

The easement acquisition process is currently underway on the proposed Addison Road Widening, Phase I project. Approximately 0.035 acre of Parkway Easement adjacent to the right-of-way of Addison Road (see attached parcel map) is required for the purpose of relocating utilities and constructing landscaping, irrigation and sidewalk improvements. This parcel is a portion of the Quorum Centre Addition, and is owned by Rail Hotels Corporation. Mainstay Suites is currently located on the property.

The property owner previously received a copy of the appraisal from the Town, as prepared by the firm of Hipes & Associates, with a total compensation value of \$8,475.00 (see attached Summary of Salient Facts) for the parkway easement. The Town and property owner were unsuccessful in completing final negotiations due to the existence of several liens on the property. The lienholders did not agree to sign respective releases on the property, whereby, the Town could close on the easement acquisition with the owner. As a result, the Town is forced to initiate eminent domain proceeding against the property.

**RECOMMENDATION:**

It is recommended that Council approve a resolution determining the necessity of acquiring real property owned by Rail Hotels Corporation, and authorize its condemnation and/or appropriation for public use in connection with the realignment and widening of Addison Road.

**AN APPRAISAL REPORT OF**

THE RAIL HOTELS CORPORATION PROPERTY  
*A PARKWAY EASEMENT ACQUISITION*  
LOCATED AT  
15200 ADDISON ROAD  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

**PREPARED FOR**

TOWN OF ADDISON  
C/O MR. MICHAEL MURPHY, P.E.  
DIRECTOR OF PUBLIC WORKS  
P.O. BOX 9010  
ADDISON, TEXAS 75001-9010

**DATE OF APPRAISAL**

MARCH 14, 2002

**PREPARED BY**

HIPES & ASSOCIATES  
7557 RAMBLER ROAD  
SUITE 260, LB 25  
DALLAS, TEXAS 75231

# HIPES & ASSOCIATES

REAL ESTATE  
APPRAISERS/CONSULTANTS

OFFICE ADDRESS:  
7557 RAMBLER RD #260  
LOCK BOX 25  
DALLAS, TEXAS 75231

MAILING ADDRESS:  
P.O. BOX 600142  
DALLAS, TEXAS 75360  
214-739-5941

March 14, 2002

Mr. Michael Murphy, P.E.  
Director of Public Works  
Town of Addison  
P.O. Box 9010  
Addison, Texas 75001-9010

**Re: The Rail Hotel Corporation Property  
Addison Road Parkway Easement**

Dear Mr. Murphy:

I have inspected and made an appraisal of the above referenced property. Conditions pertinent to or indicative of the value of the property were researched and investigated.

This report sets forth my findings and conclusions and any material matters within the market place that may have an impact on the value of the subject, the proposed acquisition, and any remainders both before and after the proposed acquisition. Factual data pertaining to the subject is exhibited along with any market data felt significant in the analysis and opinion of value.

## Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is \$8,475.00 as of March 14, 2002 based upon my independent appraisal and the exercise of my professional judgement;

That on March 14, 2002, and various other dates, I personally inspected in the field the property herein appraised; that I afforded Mr. "AJ" Multani, the property owner or his representative, the opportunity to accompany me at the time of inspection;

The comparable sales relied upon in making said appraisal were as represented by the photographs contained in the appraisal and were inspected on March 14, 2002, and various other dates;

That to the best of my knowledge and belief the statements contained in the appraisal hereinabove set forth are true, and the information upon which the opinions expressed therein are based is correct, subject to the limiting conditions therein set forth;

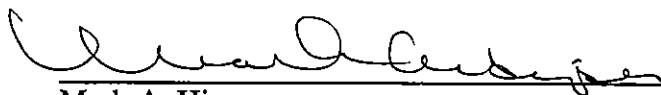
That I understand that such appraisal is to be used in connection with the acquisition of land area for a public project by the Town of Addison, Texas, and that such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to appraisal for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded in determining the compensation for the property;

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein;

That I have no direct or indirect present or contemplated future interest in such property or in any benefit from the acquisition of such property appraised; and that should I or any employee in my service acquire any interest in or to the property appraised prior to the acquisition of the parcel by the Town of Addison, I will immediately notify the Town of such interest or interests;

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Town, until authorized by Town officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

Respectfully submitted,



Mark A. Hipes  
Texas Certification No. TX-1321416-G

14 March 2002  
Date

*Note: This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.*

## SUMMARY OF SALIENT FACTS

**A Parkway Easement Acquisition at 15200 Addison Road  
Rail Hotels Corp. - Owner  
Addison, Texas**

Date of the Appraisal: March 14, 2002

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Property Zoned: C; Commercial

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"As vacant": To be developed in conformity with adjacent land uses as demand warrants.  
"As improved": To be maintained as a hotel facility.

**Estimates of Fee Simple Value:**

Whole Property

Land Value (Sales Comparison):	\$ 757,647
Cost Approach:	\$ n/a
Income Approach:	\$3,902,182
Sales Comparison Approach:	\$3,917,000
<b>Whole Property:</b>	<b>\$3,900,000</b>

Part Taken:

Parkway easement	\$ 8,475
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<u>Remainder Before the Take:</u>	\$3,891,525
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<u>Remainder After the Take:</u>	\$3,900,000
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<b>Final Value Estimate: JUST COMPENSATION</b>	<b>\$ 8,475</b>
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Qualifications of Appraiser	

## **Purpose of the Appraisal**

The purpose of this appraisal is to estimate the market value of the proposed parkway easement of the real property rights to be acquired, encumbered by any easement not to be extinguished, less oil, gas and sulphur. If the acquisition is of less than the entire property, any special benefits and damages to the remainder property must be included in accordance with the laws of Texas. This appraisal is rendered in order to assist Addison in estimating the value of property to be acquired.

## **Definition of Market Value**

Market Value may be defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

## **Definition of Easement**

An easement is a nonpossessing interest held by one person in the land of another person whereby the first person is accorded partial use of such land for a specific purpose. An easement restricts but does not abridge the rights of the fee owner to the use and enjoyment of the easement holder's rights.

## **Scope of the Appraisal**

The scope of this report includes the research, data acquisition and analysis as described in the appraisal process description of this report. In gathering comparable sales data our sources include direct interview with grantor and/or grantee, commercial sales reporting services, other appraisers and real estate practitioners, published data and information in our files. Comparable rent information is generally derived from direct interview with property managers and leasing agents. On comparable rent and sale information the source is generally indicated on the respective comparable's page. Information on property operating expenses can be derived from a number of sources including actual amounts provided to us for the subject property, file information, direct interview with property managers and owners and published industry averages. Replacement construction costs amounts are generally derived from the national cost reporting services prepared by Marshall and Swift and, where available, actual construction costs are utilized. On some comparable sales data an attempt is made to confirm third party information with either the grantor or grantee if there is concern about the data's reliability.



### **Property Rights Appraised**

The property rights appraised are those of the *Fee Simple and Easements* estate. Fee simple estate is defined as "Absolute ownership unencumbered by any interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation"; and easement as "a nonpossessing interest held by one person in the land of another person for a specific purpose. (The Dictionary of Real Estate Appraisal, Second Edition, American Institute of Real Estate Appraisers, 1984, p. 123.)

### **Effective Date of Valuation**

The effective date of valuation is March 14, 2002. The inspection date of the subject was March 12, 2002, and various other dates. The date of this report is March 14, 2002.

### **Identification of the Subject Property**

The property being appraised is a  $\pm 1.5812$  Acre tract of land improved with a three story Hotel building, located adjacent to the southeast corner of Arapaho Road and Addison Road, in the Town of Addison, Dallas County, Texas. This is an area principally developed with commercial, industrial, and airport service uses. The local address is 15200 Addison Road, Addison, Texas 75001.

The parkway easement acquisition of the subject property is comprised of a strip taking along the west side of the subject containing  $\pm 1,541$  SF adjacent to the existing Addison Road right-of-way. The survey provided to the appraiser representing the proposed acquisition is included in the Addendum to this report.

Briefly, the legal description for the subject property/part taken is described as; *being a part of the Mainstay Suites of Addison Addition, and a part of the G. W. Fisher Survey, Abstract Number 482, Town of Addison, Dallas County, Texas, containing a total of  $\pm 1.5812$  Acres of land area.* The subject is also listed as Block A, Lot 1, Mainstay Suites of Addison Addition, Addison, Texas.

A metes and bounds legal description of the proposed parkway easement acquisition has been provided to the appraiser and is included in the addendum of the report.

### **History of the Subject Property**

No property ownership information was provided to the appraiser for this appraisal assignment. However, public information indicates that the current owner acquired the subject site on, or about, February 5, 1999, and recorded in V99024, P1020 of the Dallas County Deed Records. The Mainstay Suites hotel was constructed by the current owners subsequent to the site acquisition. No previous ownership history is known.

### **Ad Valorem Tax Information**

The DCAD Acct. # for the subject is 100049100A0010000. The DCAD appraised value for the subject is \$3,273,820; land value @ \$688,760 and improvement value @ \$2,585,060 for the year 2001.

### **Estimated Marketing/Exposure Time**

The USPAP requires that the appraiser address the estimated reasonable exposure time of the property at the value estimate. This is defined as the time prior to and ending with the effective date of the appraisal estimated to be required to market the property at the final value estimate. Conversations with industrial and office brokers in preparing this report indicate that a reasonable exposure time for the subject property of nine to twelve months is supported by historic market conditions.

The subject property is currently for sale according to the property owner. The asking price is reported to be \$5,100,000. The current status of any sales contracts is not known.

## CITY DATA

The Town of Addison is located in the northern portion of Dallas County, approximately 12 miles north of the Dallas Central Business District. The City is bounded by Dallas on the north and east sides, Dallas and Farmers Branch to the south and the City of Carrollton on the west. The City is a suburb of Dallas and is a part of the Dallas Metropolitan area.

Addison has participated in the growth of the metropolitan area as shown by the following figures:

<u>Census Year</u>	<u>Population</u>	<u>Increase</u>
1970	593	N/A
1980	5,553	+835%
1990	8,783	+ 58%
1998 (est.)	11,722	+ 33%

The Town of Addison is primarily commercial in nature. Light industrial and flex warehouse space has developed in the areas east, north, and west of the Addison Airport. The Dallas North Tollroad corridor sparked heavy hotel and multi-story office building development during the 1980's. This extends from the west side of the freeway to the railroad tracks at Inwood road. The corridor along Midway Road from the Farmers Branch boundary continued the light industrial, office/flex development of the Midway Industrial Park that extends southward to LBJ Freeway. The corridor along Belt Line Road through the City has seen extensive development with restaurants, hotels, and retail facilities. As a result, residential housing is a minor factor in the property base of the Town of Addison. This has helped to keep taxes low, but has afforded the Town a very healthy tax income due to the high valuations of the commercial properties. This is displayed in the quality and quantity of public facilities and services provided.

Primary north/south access through Addison is via the Dallas North Tollway, Addison road and Midway Road. Belt Line Road and Trinity Mills Road are primary east/west thoroughfares. The major development within the city is the Addison Airport, a major corporate and private air facility, which occupies a large portion of the City's land area. due t Addison's accessibility and location in the path of the City of Dallas northern growth, substantial hotel, commercial, retail, office and light industrial development has occurred. This is generally all of good quality and relatively recent construction. The character of the City is primarily commercial with small concentrations of multi-family housing and upper-middle income single-family in its central and southwestern portions, and high-end single family housing found in the extreme eastern portion.

Addison has a Council/Manager type government. It provides police and fire protection to it's citizens. Utilities are provided by Lone Star Gas Company, TU Electric Company, and Southwestern Bell Telephone Company. It gets it's water from the City of Dallas and sewer services from the Trinity River Authority and the City of Dallas. Utilities appear to be adequate to service projected growth. Addison is in the Dallas and Carrollton/Farmers Branch Independent School districts. There are no school buildings located within Addison's city limits. There are a number of major shopping facilities in or near Addison, including the Galleria Mall and Northpark Mall. Additional large, modern retail areas are in close proximity. The renowned retailer, Nordstrom's has a store in the Galleria shopping center just south of Addison at LBJ and the Tollroad and a new major retail center has been constructed on a tract north of that. Other

significant large retail facilities are a free-standing Home Depot Expo Design Center and Mikasa Home Store.

Due to the number of office and light industrial buildings in the area, there is a large and diversified community of employers. Two of the largest are the Dallas Marriott Quorum and Intercontinental hotels. Addison is well known as an entertainment and restaurant area with over 100 restaurants operating the in Town.

The new "urban hub" consisting of a 70 acre development at Addison Circle, located north of Belt Line Road and bounded by Airport Parkway, Addison road, the Toll road and Arapaho Road is currently under development. The main thrust is the increase of residential housing, an arts center, and parks and public use areas. When completed, it is projected to increase the population by 50% - 60%. The City feels that this will prevent Addison from losing businesses to northern suburbs and insure long-term, quality growth. This should enhance overall values in the area in our opinion.

After a period of speculative real estate investment activity in the early and mid 1980's, Addison and adjoining areas were among those hardest hit by the real estate recession of the last half of that decade. That situation has now turned around dramatically. Due to its highly desirable location, a resumption of market strength is currently found. M/PF market research has consistently reported strong increases in office construction over the previous several years. In addition, Hines Interests plan 250,000 Sf of new office at the Galleria in the Dallas City limits, and Centre Development plans a 410,000 SF office structure at Dallas Parkway and Spring Valley in Farmers Branch just south of Addison. For multi-family construction, M/PF research also shows strong growth and absorption. The overall prospects for the City's future is considered to be good, in our opinion.

## NEIGHBORHOOD ANALYSIS AND TRENDS

The subject neighborhood is described as being that area generally bounded by Belt Line Road on the south, Midway Road on the west, Westgrove to the north and Quorum Drive to the east. This area is in the north-central portion of the Town of Addison which is a northern suburb of the City of Dallas situated approximately 12 miles north of that municipality's central business district.

The predominant feature and major land use within the subject neighborhood is the Addison Airport which is due north of the subject property. This is a major fixed-base corporate and private airport facility for northern Dallas County. Improvements at the airport include a 7,200' lighted runway, control towers, ILS Approach System, and two 24-hour fixed base operators providing fuel and other aircraft related services. It houses corporate aircraft for a number of businesses within the area. Much of the improvement west of Addison Road is light industrial and airport related type construction. Major facilities for the City of Addison occur at the west corners formed by the intersection of Airport Parkway and Addison Road. The northwest corner of those two streets houses the City of Addison's police and court facilities while the southwest corner is the site for the City of Addison's central fire station. The majority of the rest of the development south of Airport Parkway, extending along Lindberg and on the west side of the airport, is light industrial or commercial in nature.

Addison Road is a major north/south connector within this portion of Addison and North Dallas. In addition to commercial buildings found here, there was fairly extensive low and mid-rise garden office development during the construction boom of the early and mid 1980's. Examples of this type of construction are found on the west side of that thoroughfare both south and north of the Keller Springs intersection with similar development in the northeast quadrant of Keller Springs and Addison Road. Additional construction of this type is found along the south side of Westgrove west of Addison Road. North of Westgrove on this side of Addison Road is found more office warehouse/office showroom type development. There are still some fairly sizable tracts of undeveloped land, primarily on the east side of Addison Road in this area. The development in the northern part of the northeastern part of the neighborhood has been high quality, single-story office showroom and hi-tech type construction. There is still a significant amount of developable land in this area.

The Town of Addison and adjacent areas north of Belt Line have enjoyed new development and generally increasing land prices since the mid-1990's. Of particular interest is the developing apartment, hotel, retail, and commercial activity surrounding the Addison Circle portion of the subject neighborhood. The attractiveness of relatively close in North Dallas locations should ensure strong demand for existing properties and vacant development land within the subject neighborhood as the real estate economy continues to improve. As these events occur, the subject neighborhood development prospers. Current market evidence suggests a healthy real estate market.

## SUBJECT PROPERTY

### Site Data

The subject tract is near rectangular in shape based on information provided in a site plan. Plats indicate approximately  $\pm 192'$  of boundary with the east right-of-way line of Addison Road. A portion of the site extends behind the adjacent property to the north (the corner of Addison Road and Arapaho Road), providing direct access to the east bound lanes of Arapaho Road. Total land area is  $\pm 68,877$  SF, or 1.5812 acres, as shown on the survey provided by the Town of Addison. Addison Road is a four-lane undivided street, with a center turn lane. The improved portion of Arapaho Road terminates to the west of the subject property. At the subject it is a concrete divided multi-lane road. The subject appears to be at grade with Addison Road/Arapaho Road.

### Physical Characteristics

The subject site is basically level with no major drainage problems noted. Site grading appears to such to carry surface water from the entire site to the north and west and the drainage in Addison Road. This is generally effective except in very heavy rainfalls. Apparently off-site drainage capacity is sufficient. The subject property is not located in a HUD designated flood plain area according to Town of Addison, Texas Community Panel No. 481089 0005 A, effective July 16, 1980. Access in and out of the site is accomplished from existing frontage along Addison Road adjacent to the west, via a shared drive with the office to the north of the subject and a drive along the south side of the subject improvements. Additional access into the subject site is by way of a driveway approach from east-bound Arapaho along the north side extension of the subject site.

### Size/Shape

The subject property contains  $\pm 1.5812$  Acres, or  $\pm 68,877$  SF in a rectangular configuration with an extension to Arapaho Road. The site is of sufficient size and shape to support independent economic development, if it were vacant and available for development.

**Zoning:** The subject property is zoned "C", commercial district, under the Town of Addison's ordinances. This is a fairly broad classification providing for a wide variety of commercial usages. All uses allowable in the Local Retail district are also allowable in the "C" zoning, plus additional uses such as hotel/motel, wholesale house, machine shop, auto repair, etc.; i.e., a slightly wider range of uses. A 25' setback is required from street frontages (i.e., property boundary with right-of-way), including a 20' landscaped buffer.

### Utilities

Sanitary sewer and water connections are provided through the Town of Addison. It is presumed that the present utilities directly available to the site are of sufficient capacity to support commercial development. Telephone service, electricity and natural gas are available and in adequate supply by private companies serving the subject's general area. The current design of access is considered sufficient to support commercial development. Given the abundance of adjoining street right-of-way, direct access to the subject site is considered both reasonable and probable.

### Easements and Restrictions

As set forth in the Assumptions and Limiting Conditions of this report, there was not available to the appraiser in the preparation of this appraisal a current title policy. It is assumed from a review

of plats and public information that there are no, other than standard utility easements, easements affecting the subject property which are not shown on the site plans/plats, and further, that there are no private deed restrictions that would hinder its current use or future development. It is suggested that these assumptions be verified by competent parties. Typical utility easements are presumed to service the site.

#### Site Improvements

The subject property is improved with a three story masonry hotel building with adjacent paved surface parking lots, an in-ground pool, and landscaping.

An exterior measure of the buildings' ground floor perimeter indicates a gross interior building area of  $\pm 42,108$  SF. This hotel has 70 units available. The main building also provides a conference room, a breakfast room area, and a small exercise room. This building was constructed in  $\pm 1999$  and is approximately 3 years old. One elevator serves the three floors of the building. A small outdoor swimming pool and whirl-pool are located within an enclosed courtyard adjacent to the breakfast room area of the ground floor.

Surface parking spaces are provided on the north, east, and south sides of the site. The parking areas provide security lighting.

The subject site is moderately landscaped with grass, ornamental ground cover, shrubs, and trees. An in-ground sprinkler system supports portions the landscape. This landscape design exhibits a good level of maintenance. The perimeter of the building displays a concrete walk for pedestrian traffic.

The primary entrance is located on the central south side of the building which passes through a common lobby area and the central elevator location. This common lobby area extends to the north to the breakfast room area.

Typical hotel/motel finish-out is noted outside the common areas. The lobby area displays tile flooring. The halls extending to the rental units are carpet covered, with the wall finish appearing to be of a vinyl wall covering material. Recessed lighting is noted in the acoustical tile ceiling panels.

The typical room inspected was well appointed and usual for hotels of this class and age. The entry/lobby area is accessed via a covered porch and exhibits an appealing design and good maintenance. Individual heat/air-conditioning units prevail throughout the rental units and halls in the rental unit area. Central HVAC appears to supply climate control for the lobby/common areas.

Overall, the subject improvements are in good condition and exhibit good quality maintenance. The site, landscaping, and parking areas are also in good condition and exhibit a comparable level of maintenance as does the main building.

## HIGHEST AND BEST USE

The Highest and Best Use, as defined by Real Estate Appraisal Terminology, Ballinger Publishing Company, Cambridge, Massachusetts (author Byrl D. Boyce, Ph.D.), Page 107, is as follows:

"That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in highest land value.

The definition immediately above applies specifically to the highest and best use of the land. It is recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until the land value in its highest and best use exceeds the total value of the property in its existing use."

Also implied is that the determination of the Highest and Best Use results from the appraiser's judgment and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact to be found. (Appraisal Terminology and Handbook, AIREA AND SREA, 1975) Some of the more important factors of influence include the legal parameters associated with zoning ordinances, deed restrictions, building code requirements and area market supply/demand conditions. Further, the trends within the neighborhood must also be considered and are discussed in the "Neighborhood Description and Trends" section of this report.

In addition to the typical considerations involved in estimating the Highest and Best Use of the subject property, the City of Addison requires approval from the U.S. Department of Transportation, Federal Aviation Administration (FAA), for the construction or alteration of improvements located within many of its zoning classifications. Even though the subject property is located outside the currently existing "clear zone" of the Addison Municipal Airport, these additional requirements may apply.

The subject property is located proximate to the east and south of the existing airport boundary and clear zone. Consideration was given to the development currently existing proximate to the north, south, east, and west of the subject in analyzing the potential uses for the subject site. While the FAA will not speculate on what types of improvements or alterations would be allowable, without proper application and supporting documentation, it is presumed by the appraiser that those uses existing proximate to the subject generally reflect the type of development that would be probable.

### Physically Possible Uses

As previously described, the subject tract is of such size and shape as to be suitable to support independent economic development. The site is physically suitable for a wide variety of potential future uses.



### Legally Permissible Uses

The main constraints are those affected by the subject tract's zoning ordinance. The "C" zoning ordinance which regulates the subject allows for office, retail, restaurant, and other commercial uses. The character of the surrounding development and the subject's proximity to the Addison Road/Arapaho Road controlled intersection, and Belt Line Road, it is estimated that retail or office development would be the most appropriate for the site, if it were of vacant and available for development. There is no current or contemplated change in the subject site's zoning, nor is there one which would provide development opportunities that would create a higher return to the land than it's current classification.

### Financially Feasible

Even considering the building height restrictions imposed by clear zone considerations it is likely that a typical office development would generate the necessary revenues to provide for an adequate return on the cost of the land and improvements at current market office rent rates in this location.

Retail/office or restaurant occupancy and rental rates suggest that the current local market is strong enough to support financial feasibility for development of the subject site as it is zoned. These uses could include restaurant, fast-food, hotel or comparable high intensity/exposure traffic uses, as well as office or other lower density uses.

### Maximally Productive

Based on the subject's zoning, current operational results and market analysis, it is estimated that the maximally productive utilization of the site as a retail/office, hotel, or restaurant site is substantiated.

### **Highest and Best Use As Vacant Land**

The estimate of the Highest and Best Use of the subject Whole Property would be for office/retail or hotel development which would take advantage of the previously improved Arapaho Road facility and the possible influence of the DART site to the near northeast of the subject property. The current zoning allows for a wide variety of potential uses which could take advantage of the subject's near-corner location.

### **Highest and Best Use As Improved**

Analysis of the subject property indicates that the currently existing improvements provide contributory value to the property. The improvements represent the estimated Highest and Best Use of the property "as improved". The existing improvements would provide for income which, in effect, provide a return on and of the investment represented by the property.

## THE APPRAISAL PROCESS

Appraisal theory provides three basic methods of appraising properties. They are the Cost Approach to Value, the Income Approach to Value, and the Sales Comparison Approach to Value.

The Cost Approach to Value embraces the philosophy that the replacement costs applied under the Principle of Substitution may define the value for a property. In this approach to value, the appraiser estimates the market value of the site, the replacement cost of the improvements less any applicable accrued depreciation, and then combines these two items to arrive at a cost estimate of value.

The Income Approach to Value is based upon an analysis of the potential income stream of the property and comparison of that income stream with those of similar properties. This calculation and analysis results in a net income stream attributable to the real estate. That income is then capitalized at a rate which is commensurate with the rates expressed in the marketplace by investors for similar properties. The resulting figure is an income estimate of value.

The Sales Comparison Approach to Value is a basis for estimating value based upon units of comparison derived from sales of similar properties in the marketplace. Those units of comparison are then applied to the subject property to arrive at a range of values which should be indicative of a value estimate. This approach is used not only for improved properties but also in estimating the current value of the subject site. That portion of the report is necessary to complete the Cost Approach.

After applying the three traditional approaches to value, it is the appraiser's responsibility to weigh the strengths and weaknesses of the three different approaches to value and determine which of the three is most applicable in the valuation of the subject property. This section of the report is captioned as "Reconciliation".

## **Land Value by the Sales Comparison Approach**

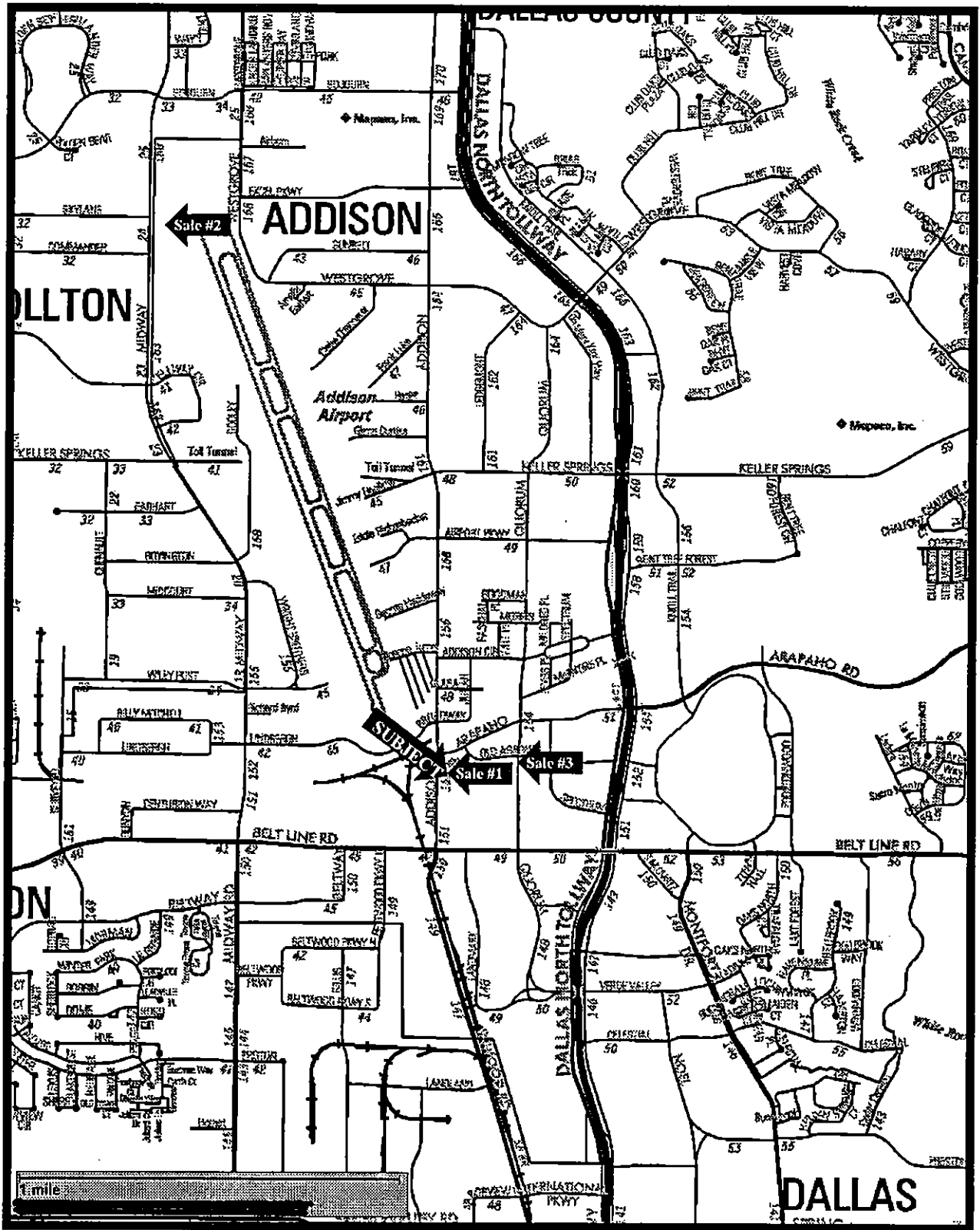
In this section of the report, the appraiser will present data and analysis leading to an estimate of market value as of the effective date of the appraisal for the subject site. Basically, this value is estimated by the comparison of sales of similar land tracts that are current or of recent date to the subject tract. This comparison relates the differences, if any, in the legal, physical, locational, and economic characteristics of the comparable sales and the subject site, analyzing also any differences in real property rights transferred, dates of sale, motivations of buyers and sellers, and any unusual financing arrangements for the sales analyzed, any of which factors might account for price variations. The adjustments, if any, for property rights conveyed, financing terms, sale conditions and market conditions are made sequentially and individually. Adjustments for location and physical characteristics are accumulated and made at the end of any adjustments from the previously cited sources.

From the information available, the following comparable sales presented all transferred ownership in fee simple, and there were no known unusual financing terms. General adjustments for market conditions relate to passage of time, e.g., in a rising market an earlier comparable sale would be adjusted upward to reflect conditions as of the effective date of the appraisal. Over the time period reviewed for the comparable sales, trends in either direction which cannot presently be ascribed to other contributing factors within the marketplace, other than those discussed following the comparable sales presentation, will be adjusted based on historical market data.

At the end of the presentation of the comparable sales, those sales will be summarized and a grid presented which makes the remaining adjustments called for relative to locational and physical differences between the comparables and the subject tract. The comparable sale prices as adjusted to the subject site are then analyzed to produce an estimate of market value for the land.

There are other methods available for estimating land value including allocation, extraction, subdivision and the land residual technique. Generally, in all cases, the estimation of land value by comparable market sales is considered appropriate and most desirable where sufficient data is available. This is the case for the subject site and the Sales Comparison Approach will be utilized solely in estimating it's current market value. Sufficient data is available within the recent past to make an accurate appraisal specifically for the subject.

# COMPARABLE MAP



Comparable #1



**Location:** East side of Addison Rd, ±301' south of Arapaho Rd., also fronts south side of Arapaho Rd., Addison, TX

**Legal Description:** Abstract No. 482, Addison, Dallas County, TX

**Grantor:** Daryl N. Snadon

**Grantee:** Rail Hotels Corporation

**Date of Sale:** February 5, 1999

**Recorded:** 99024/1020

**Consideration:** \$10.00/SF (\$688,760)

**Terms of Sale:** Executed \$2,100,000 note to Ado Bank of Commerce (includes construction financing)

**Cash Equivalency:** \$10.00/SF

**Size:** ±68,877 SF; 1.5812 Acres

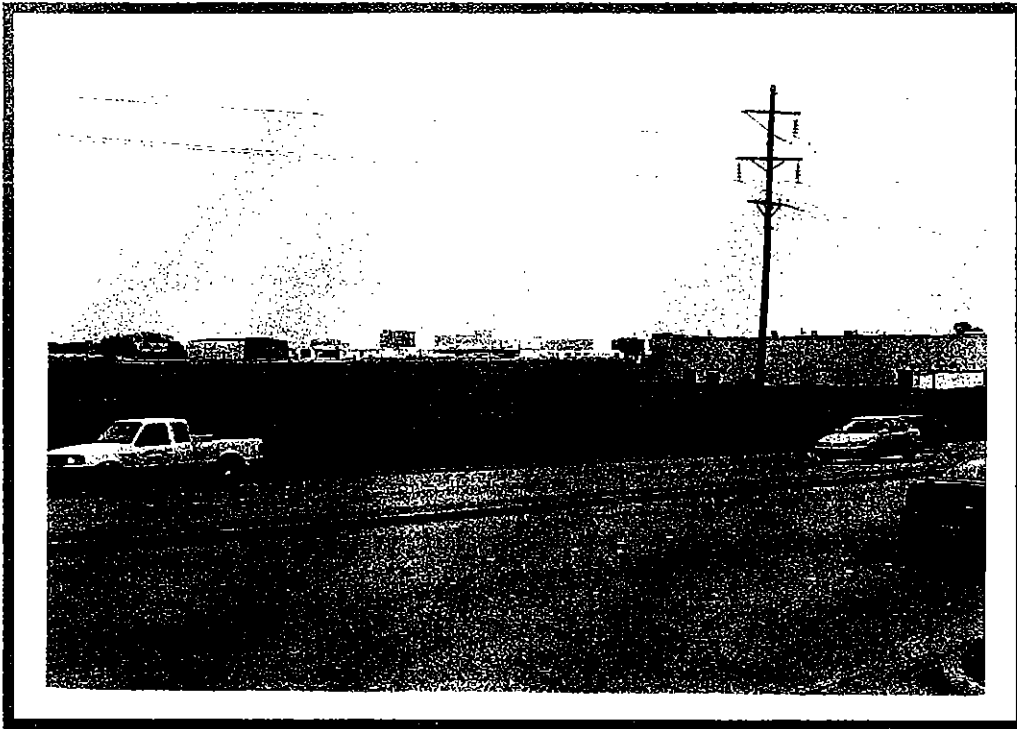
**Zoning:** C-1, commercial

**Comments:** This site wraps around the southeast corner of Arapaho & Addison Roads. A hotel has been built on this site.

**Verified By:** Jim Durbin - Broker 972.661.1011

**Mapsco #:** D-14C

Land Sale Comparable #2



**Location:** 16500 Midway Road, Addison, Texas.  
**Legal Description:** Part of Lot 1, Blk A, Beltwood North Airport Addn., Addison, Texas.

**Grantor:** Maylar, LP  
**Grantee:** Sixteen Thousand Five Hundred, Inc.

**Date of Sale:** January 31, 2000  
**Recorded:** 2000020/2714

**Consideration:** \$8.05/SF (\$470,000)  
**Terms of Sale:** Exec. \$303,550 note to Texas Capital Bank  
**Cash Equivalency:** \$8.05/SF  
**Size:** ±58,414 SF; 1.341 Acres  
**Zoning:** I-3 (industrial)  
**Comments:** This site is along the east side of Midway Road, south of Sojourn, and along the west side of Addison Airport. It has extensive Midway Road frontage in an area transition from retail to commercial uses.

**Verified By:** James Brown (broker) 972.386.333  
**Mapsco #:** D-4P

Land Sale Comparable #3



**Location:** Southwest corner of Quorum & Edwin Lewis, Addison, Texas.

**Legal Description:** Quorum Center Addition, Addison, TX

**Grantor:** Daryl Snadon

**Grantee:** Springhill SMC Corporation

**Date of Sale:** January 5, 2001

**Recorded:** 2001004/4624

**Consideration:** \$13.91/SF (\$2,750,000)

**Terms of Sale:** All cash to seller

**Cash Equivalency:** \$13.91/SF

**Size:** ±197,762 SF; 4.54 Acres

**Zoning:** PD, planned development - commercial

**Comments:** This is a corner tract. A proposed hotel and restaurant will be built on this site.

**Verified By:** Jim Durbin - Broker 972.661.1011

**Mapsco #:** D-14D

COMPARABLE LAND SALES SUMMARY				
Sale #	Date of Sale	Price/SF	Size (SF)	Zoning/Use
1	02/05/99	\$10.00	68,877	Commercial
2	01/31/00	\$ 8.05	58,414	Industrial
3	01/05/01	\$13.91	197,762	Commercial
Subject	03/02	N/A	±68,877	Commercial

### **Adjustments to Land Sale Comparables**

Standard appraisal practice calls for the analysis of the sales presented comparing each to the subject in regard to time passed from sale date to appraisal date (that is, changes in market conditions), locational differences, relative size, physical characteristics and utility. Adjustments were made from the known, i.e., the actual sale, to the unknown, i.e., the value of the subject. In a comparison heading where the subject is deemed to be superior to a particular sale, an appropriate upward adjustment is made to the comparable sale and vice versa. Your appraiser considered the application of paired sales analysis in adjusting the comparable sales to the subject. There was not sufficient comparability of the sales within those available for review that permitted a reasonable application of that type of analysis. The adjustments are based to a great degree on subjective analysis and market appraisal experience, but the adjustments rely on some easily recognizable and generally accepted maxims about the various aspects of comparison. They are briefly discussed in the following paragraphs which in short form discuss the items considered for each adjustment heading.

### Property Rights Conveyed

This is a consideration of the real property interest conveyed. In the case of the comparable sales used in this analysis, all were transferred in fee simple, indicating no adjustment for this heading of comparison.

### Financing Terms

This reflects that for similar properties, a higher price might be paid for one wherein very attractive financing terms are available to the purchaser. Any adjustments required under this consideration have been addressed within the discussion of each individual sale in converting reported transaction price to cash equivalency where conditions so indicate.

### Conditions of Sale

This element of comparison is to reflect any unusual motivations of buyer and/or seller that would take the transaction out of the broad parameters of the definition of a sale for market value. Although paired sales were not available with which to compare it, it is the appraiser's opinion that



those conditions in all probability did not exist for any of the comparables selected for inclusion in this report.

### Market Conditions

Any number of factors, including fluctuations in supply and demand, inflation, depression and the like may cause changes in market conditions which are reflected in the prices of real property. The subject neighborhood has undergone significant growth in the recent past, which in turn has led to escalating land prices. Upward Time/Market Conditions adjustments will be applied to the selected comparable sales to reflect this change. While "time" is an important consideration in selecting comparable sales, location and utility were considered of paramount importance in this analysis. Sale #1, selected because it is the purchase of the subject, is  $\pm 3$  years old and requires an upward adjustment for time due to perceived market growth. Sale #2 is  $\pm 2$  years old and requires a modest upward adjustment for time. Sale #3 is  $\pm 1$  year old and does not appear to warrant any adjustment for time, given the prevailing market conditions during that time.

### Location

In this portion of the adjustment process the appraiser considers locational aspects of the comparable sales as opposed to the subject. Such aspects as quality and quantity of surrounding development, adjacent land uses, and other perceived physical amenities are considered. Due to the lack of paired sales characteristics in the comparables, the adjustments are qualitative. Sale #1 is the subject; it wraps around the corner of Addison Road and improved Arapaho Road. The general location of this sale, geographically, is comparable to that of the subject. Sale #2 is located along a less intensely developed section of Midway Road along the west side of Addison Airport. Its street location is considered to be inferior to that of the subject and is adjusted upward accordingly. Sale #3 is a corner tract on Quorum Drive. Both its Quorum Drive location and its proximity to the Tollway are considered superior locational attributes as compared to the subject. Corner influence is treated separately.

### Zoning

The zoning of Sales #1 and #3 are considered to be comparable to that of the subject property. Sale #2 has an industrial zoning classification, allowing for less flexibility and intensity of development than the subject. An upward adjustment is deemed appropriate for these conditions inherent in Sale #2.

### Utility

In this category a number of factors are considered in adjusting the comparable sales and offerings to the subject property. They include physical dimensions and shape of the site, topography of the site, availability of public and private utilities, and accessibility among others. Those physical dimensions which permit the most economic and efficient use of the land also command better prices. This fact perhaps is best stated in that not having this advantage is an offset to sites with poor frontage-to-depth ratios and the like. Each of the comparables and the subject are considered to have comparable utility for future development, apart from the adjustments made in other categories in this analysis.

Access, exposure, and frontage all impact how a property will be accepted by the market. Additionally, immediacy of access is a specific consideration for the subject property, as opposed to general access and environs which are considered as a part of the "Location" category. The corner attributes of the subject site are discussed below under "Access/Frontage".

### Sight/View

This factor considers (1) how the property is presented to the public and (2) what the impact of surrounding property characteristics affect subject property. Comparables #1 and #3 are within a typical commercial development area, which exhibits good orderly development and design. Sale #2 is adjacent to Addison Airport and has a view of the airport and the adjacent tech/commercial development mix. The subject is deemed to be comparable to each of the comparable sales.

### Access/Frontage

Sale #1 requires no adjustment as it is the previous purchase of the subject. This sale (subject) wraps around the corner of Arapaho Road (Improved) and Addison Road, giving two road access/frontage. Sale #3 is a true corner location and is considered to be superior in immediate access/frontage as compared to the subject. Sale #2 is an interior tract with single road frontage and is considered to be inferior to the subject in terms of access/frontage.

### Size

The subject property is  $\pm 68,877$  SF in size. Sale #1 (the subject) is considered to be comparable, and Sale #2 is considered to be slightly superior in size to that of the subject property. Comparable Sale #3 is 4.54 acres, a size significantly larger than the subject. It is typically found that much larger tracts do tend to sell for a lesser "per unit" price than do smaller tracts that are generally available for similar, although smaller scale, developments. While there are no absolutes noted for size difference among the comparable sales selected for presentation herein, the general market reflected throughout the range of sales reviewed for this appraisal does indicate that the market is somewhat size sensitive. To a limited degree the market reflects a willingness to pay slightly more for smaller tracts, on a per square foot basis, than for large tracts. This would indicate an upward adjustment for size for Sale #3 and a downward adjustment for Sale #2.

There follows a grid which displays the adjustments to the comparable sales called for in the opinion of your appraiser.

LAND SALE ADJUSTMENT GRID			
	1	2	3
Cash Equivalent Price \$/SF	\$10.00	\$8.05	\$13.91
Property Rights Adjustment	-0-	-0-	-0-
Adjusted Price \$/SF	\$10.00	\$8.05	\$13.91
Conditions of Sale Adjustment	-0-	-0-	-0-
Adjusted Price \$/SF	\$10.00	\$8.05	\$13.91
Time/Market Conditions Adjustment	+10%	+ 5%	-0-
Adjusted Price \$/SF	\$11.00	\$8.45	\$13.91
Location Adjustment	-0-	+10%	-15%
Access/Frontage	-0-	+10%	-10%
Zoning	-0-	+10%	-0-
Size Adjustment	-0-	-10%	+ 5%
Sight/View	-0-	-0-	-0-
Adjustment Factor	-0-	+20%	-20%
Adjusted Price \$/SF	\$11.00	\$10.14	\$11.12

**Market Value Estimate - Subject Site**

After adjustments, the comparable sales range from \$10.14/SF to \$11.12/SF. The average of the adjusted sales price is calculated at \$10.75/SF.

It is the appraiser's opinion that each of the Comparable Sales, as adjusted, are representative of the probable market value of the subject property. Sale #1 and Sale #3 are both in close proximity (Sale #1 is the purchase of the subject) to the subject and suitable for comparable developments. The greatest reliance is placed upon these two sales. Each comparable has its strengths and weaknesses as compared to the subject. While these comparables are not identical to the subject in terms of size, use, and exact location, these sales are believed to accurately reflect the most probable range of value for the subject, as well as approximating the ultimate use of the subject. The comparables selected ultimately required fewer adjustments than other comparables in the market would require.

When analyzed in light of the general surrounding development, it appears that there is a market and, hence, a range of value which is generally acceptable for various forms of development on properties of this class in this area.

Over sixteen sales, occurring from 1997 to the present, were reviewed in the development of this appraisal. These sales were proximate to the market area of the subject and were analyzed to determine if there was any definable trend to the market activity. It is noted that sales to end-users is becoming more wide spread in this market for all classes of properties. Speculative investment does not appear to be the principal motivating factor. A number of sales reviewed were for near term use/development, and these sales reflected the upper limit of the market value range.

The range of the value indications provided by the Comparable Sales is considered to be a good indication of probable market value for the subject property.

Based on the aforementioned data and analysis, the Market Value of the subject site is estimated to be \$11.00 per square foot of the land area. The subject is estimated to contain ±68,877 SF of land area according to the documents provided. Therefore:

<u>Site Area</u>	<u>Value Estimate</u>	<u>Total</u>
±68,877 SF	\$11.00/SF	\$757,647
<b>ESTIMATED MARKET VALUE - WHOLE PROPERTY "SITE", Say</b>		<b>\$757,647</b>

## COST APPROACH TO VALUE

As noted, the Cost Approach to Value estimates the replacement or reproduction costs of the improvements plus land value to arrive at an indication of worth for the property appraised. This theory of valuation is based on the Principle of Substitution which holds that a knowledgeable purchaser will not pay more for a property than that amount for which he can obtain a property of equal utility and desirability by acquiring a site and constructing a building thereon within a reasonable period of time. This approach entails the following:

1. Estimation of the current replacement or reproduction cost of the improvements.
2. Estimation of all accrued depreciation, if any, of the improvements, deducting such depreciation from the current cost estimate.
3. Adding the value of the land as estimated by the Sales Comparison Approach to the estimated depreciated cost of the improvements.

Reproduction cost is defined as the cost required to exactly duplicate the existing improvements as of the effective date of the appraisal. Replacement cost is that estimated required to construct at current prices the Subject improvements with equivalent utility to the existing structure using current standard design layout and modern materials. As the Subject building is  $\pm 17$  years old and the fact that these kind of structures are of fairly standard design and construction, it is our opinion that utilization of replacement cost is appropriate within the Cost Approach.

The Cost Approach will not be developed in this appraisal. Given the current slump in hotel/motel occupancies, it is not probable that new hotel/motel construction would be initiated at this time. Considering this anomaly, estimating economic obsolescence on new construction is too speculative in the near term. As sufficient historical data is available for estimating value through the sales comparison approach and the income approach, the perceived weakness in estimating economic obsolescence in the cost approach can be avoided.

## INCOME APPROACH TO VALUE

As discussed previously in the Appraisal Process section, the Income Approach to Value is the result of the analysis of the projected gross income stream for the subject property less vacancy and expenses to determine what net operating income for it can reasonably be expected. The first step in the Income Approach is determining what income can be achieved by the property under prudent management. This section typically directs itself to deriving rent comparables from similar properties to determine the stabilized gross annual income potential for it. From that gross annual income, a vacancy and collection loss factor is deducted to arrive at an effective gross income. From the effective gross income, total estimated operating expenses for the project are deducted to arrive at a proforma net operating income. This figure is converted to a value indication through a process known as capitalization. Data presented in the Sales Comparison Approach for the property "as improved" presents income and expense figures which may be extrapolated to the subject's operation at a stabilized operating condition; i.e., negating current market aberrations due to external economic influences.

The subject property is currently an operating 70 unit motel/hotel facility. Primary parking for the building is located adjacent to the north, east, and south sides of the building.

As previously mentioned, the Sale Data included in this report provides a survey of occupancies, rental rates, and expenses for motel/hotel operations in comparable market areas of the subject property. That data is reflective of those operations at their sale dates.

### Rents

Survey data indicated that rental rates for comparable properties ranged from  $\pm$ \$58.00 to  $\pm$ \$62.50. The subject property is currently quoting a rental rate of \$55.00/unit. As the subject's current rental rate is influenced by the current economic conditions in the travel market, a rental rate more suggestive of a stabilized market is presumed for the subject. A stabilized market rental rate of \$60.00/unit is estimated for the subject property.

### Vacancy

The subject property is currently operating at  $\pm$ 45% occupancy. Again, this is deemed to be reflective of the current slump in the travel industry and not necessarily reflective of a stabilized occupancy rate in more typical market conditions. Survey data extracted from the sales, which occurred during more stable times in the travel economy ranged from  $\pm$ 53% to 71%. Given the subject's location and appeal, a stabilized occupancy of 70% is estimated for the subject.

### Expenses

Normal operating expenses derived from the sales data indicates that total operating expenses equate to 60% to 65% of effective gross income at stabilized rents and occupancies. As the subject is  $\pm$ 3 years old, the lower expense figure of 60% is estimated for the subject property.

No additional income is included in the pro-forma statement for use of the conference room, laundry room revenues, or other incidental services.

The following pro-forma operating income statement is developed for the subject property, based on the survey data and the extrapolations made therefrom. This derivation is made for the subject property as an independent, self-sustaining unit.

**Pro-Forma Operating Income Statement  
15200 Addison Road - Mainstay Suites**

<b>Potential Gross Income (70 units @ \$60.00/Unit/day)</b>	\$ 4,200
Annualized	<u>x 365</u>
Annual Potential Gross Income	1,533,000
Less: Vacancy & Loss (30% of PGI)	<u>- 459,900</u>
<b>Effective Gross Income Estimate</b>	<b>1,073,100</b>
<b>Less Expenses:</b>	
Estimated 60% of Effective Gross Income	<u>- 643,860</u>
<b>Indicated Net Operating Income</b>	<b>\$ 429,240</b>

**CAPITALIZATION**

Several capitalization techniques are available to process income into an indication of value. The proper capitalization technique is not determined by random selection. The appropriate technique is determined by the quality and quantity of accessible market data. As there are properties similar to the subject from which to derive capitalization rates, the survey data compiled in the sales comparison approach was utilized to derive an overall rate estimate.

The survey data from sales of operating properties indicated a range of overall capitalization rates from 10.95% to 13.75%. As the subject property is evaluated "as if" in a typical market environment at stabilized occupancies and rates, an overall capitalization rate at the lower limit of those derived from the sales data will be utilized for the subject property. As the net operating income estimate is divided by the capitalization rate to derive an estimate of market value, the lower the capitalization rate, the higher the estimate of market value will be. Analysis supports an  $R_o$  for the subject property of 11%. This gives the benefit of the doubt for a strong operating market for the subject property as an investment. Thus:

<u>Proforma NOI</u>	+	<u><math>R_o</math></u>	=	<u>Indicated Value</u>
\$429,240	+	11%	=	\$3,902,182

## SALES COMPARISON APPROACH TO VALUE (Improved)

An indication of value can be obtained by comparing the subject property with other hotel/motel properties which have sold in the marketplace. The reliability of this value indication will depend upon the similarities/dissimilarities between the subject and the properties which have sold. The basic units of comparison used by purchasers in the marketplace are the Price Per Unit and the Price per Square Foot of building area.

The Effective Gross Income Multiplier (EGIM) is an application that is available when facilities sell with a known sale price and a determinable effective gross annual income figure. The multiplier is derived by dividing the sale price by effective gross potential income (gross income less expenses). It is an accurate gauge to weigh the investment opportunity of one operating property against a similar operating property as it automatically adjusts for any physical, functional, or economic deficiencies of a property as reflected by the action of the rental marketplace.

The EGIM is closely related to market action and it is fairly easy to explain. The principal advantage of the technique is that the reflection of rental income is direct. Therefore, differences between properties which could involve adjustments based upon subjective estimates by the appraiser have typically been resolved by the free action of the local rental market. If Property A has some advantage over Property B in age, condition, accessibility, location, or other physical characteristics, the difference in actual rental income presumably reflects the extent of this advantage as viewed in the marketplace. Because some adjustments for relative desirability are thus inherent in the factor, a EGIM is not subject to adjustment after having been computed. In hotel properties this is also referred to as the "effective room revenue multiplier".

The Price Per Square Foot method considers the amount of area contained within a facility. The unit for valuation is computed by taking the sale price of the property and dividing by the square footage. This methodology directly compares the price for which a property actually sold to other properties of a similar nature, design, construction, quality, size, age, finish-out, and underlying land value, etc. The Price Per Square Foot methodology requires that adjustments be made by the appraiser to compensate for physical, functional and/or economic deficiencies of the properties used for comparison with the subject. The Price per Square Foot methodology can be subjective and requires the expertise of the appraiser for adjustments. The Price Per Unit is an application where the total sale price is divided by the number of units available for rent.

The following pages detail sales of motel properties. An analysis with what are considered the appropriate units of comparison follows leading to an estimate of Market Value of the fee simple estate by the Sales Comparison Approach.



## Improved Sale Comparable #1

**Location:** 1635 E. IH 30, Garland, Texas  
**Grantor:** Saya, Inc.  
**Grantee:** Sahaj Corp.  
**Date of Sale:** April 23, 1998  
**Recorded:** 98079/2894  
**Consideration:** \$2,200,000  
**Terms of Sale:** All cash to grantor  
**Cash Equivalency:** \$2,200,000  
**Legal Description:** Lot 4, Blk 1, Faulkner Point North, Garland  
**Zoning:** FW, Garland  
**Flood Plain:** No

### Improvement Data:

**Construction:** Stucco, 2-story hotel  
**Year of Construction:** ±1995  
**Condition & Appeal:** Good  
**Gross Building Area:** 28,320 SF  
**Land Area:** ±57,761 SF  
**Land to Building Ratio:** 2.04:1  
**Meeting Facilities:** No  
**Restaurant:** No  
**Lounge:** No  
**Type of Parking:** Surface  
**Amenities:** Outdoor pool, fitness center  
**Average Daily Rate:** \$58.00  
**Number of Rooms:** 49  
**Average Occupancy:** 70%

### Financial Data:

**Effective Gross Revenues** PRO-FORMA  
\$726,131  
**Expenses** 471,985  
**Net Operating Income** 254,146

### Indicators

**Overall Rate:** 11.55%  
**Sale Price per Room:** \$44,897.96  
**Sale Price per Square Foot:** \$77.68  
**Effective Gross Income Multiplier:** 3.03x

**Verified:** Grantee office 972.303.1601  
**Mapsco:** 30A-X

Income information was estimated from Hotel Occupancy Tax Accounts. Expenses were estimated from statistical information on similar properties.

## Improved Sale Comparable #2

**Location:** 11069 Composite Dr., Dallas, Texas  
**Grantor:** Drury Hotels Corporation  
**Grantee:** Black Canyon Hospitality, Inc.  
**Date of Sale:** December 30, 1998  
**Recorded:** 98252/2144  
**Consideration:** \$5,000,000  
**Terms of Sale:** All cash to grantor  
**Cash Equivalency:** \$5,000,000  
**Legal Description:** Lot 1A, Block 3/6512, Dallas, Texas  
**Zoning:** IR, Dallas  
**Flood Plain:** No

### Improvement Data:

**Construction:** Stucco, 4-story hotel  
**Year of Construction:** ±1985  
**Condition & Appeal:** Good  
**Gross Building Area:** ±52,420 SF  
**Land Area:** ±70,475 SF  
**Land to Building Ratio:** 1.34:1  
**Meeting Facilities:** Yes  
**Restaurant:** No  
**Lounge:** No  
**Type of Parking:** Surface  
**Amenities:** Pool  
**Number of Rooms:** 116  
**Average Daily Rate:** \$61.00  
**Average Occupancy:** 53%

### Financial Data:

**Effective Gross Revenues** PRO-FORMA  
\$1,368, 852  
**Expenses** 821,311  
**Net Operating Income** 547,541

### Indicators

**Overall Rate:** 10.95%  
**Sale Price per Room:** \$43,103.45  
**Sale Price per Square Foot:** \$95.38  
**Effective Gross Income Multiplier:** 3.65x

**Verified:** Grantor 314.429.2255  
**Mapsco:** 22R

Income information was estimated from Hotel Occupancy Tax Accounts. Expenses were estimated from statistical information on similar properties.

### Improved Sale Comparable #3

**Location:** 4705 Old Shepard Place, Plano, Texas  
**Grantor:** Promus Hotels Florida, Inc.  
**Grantee:** Apple Suite REIT  
**Date of Sale:** September 22, 1999  
**Recorded:** 99/118298  
**Consideration:** \$5,400,000  
**Terms of Sale:** All cash to grantor  
**Cash Equivalency:** \$5,400,000  
**Legal Description:** Lot 1, Block A, Homewood Suites Addn., Plano, TX  
**Zoning:** Commercial, Plano  
**Flood Plain:** No

#### Improvement Data:

**Construction:** Brick, 5-story hotel  
**Year of Construction:** ±1996  
**Condition & Appeal:** Good  
**Gross Building Area:** ±81,692 SF  
**Land Area:** ±115,874 SF  
**Land to Building Ratio:** 1.42:1  
**Meeting Facilities:** Yes  
**Restaurant:** No  
**Lounge:** No  
**Type of Parking:** Surface  
**Amenities:** Pool  
**Number of Rooms:** 131  
**Average Daily Rate:** \$62.48, est.  
**Average Occupancy:** 71%

#### Financial Data:

PRO-FORMA  
**Effective Gross Revenues** \$2,121,112  
**Expenses** 1,378,723  
**Net Operating Income** 742,389

#### Indicators

**Overall Rate:** 13.75%  
**Sale Price per Room:** \$41,221.37  
**Sale Price per Square Foot:** \$66.10  
**Effective Gross Income Multiplier:** 2.55x

**Verified:** SEC Filings  
**Mapsco:** 656U

Income information was estimated from Hotel Occupancy Tax Accounts. Expenses were estimated from statistical information on similar properties.

COMPARABLE BUILDING SALES SUMMARY						
Sale No.	Sale Date	Year Built	Building Area (SF)	Sale Price (\$/SF)	Pro Forma	
					OAR	EGIM
1	04/98	1995	28,320	\$77.68	11.55%	3.03x
2	12/98	1985	52,420	\$95.38	10.95%	3.65x
3	09/99	1996	81,692	\$66.10	13.75%	2.55x
Subject	NA	1999	42,108	NA	NA	NA

### Analysis and Conclusions of Market Data

From the available comparable sales, two units of comparison are derived that are typically utilized in the Sales Comparison Approach to Value. The first method is by comparing the Sales Prices per Square Foot (SP/SF), taking into consideration and adjusting for physical, locational and market condition factors affecting each sale as compared to the subject property. The second is the Effective Gross Income Multiplier (EGIM). When sufficient reliable data is available, this is generally preferred in this method of valuation of typical income producing properties. This factor is calculated by dividing the reported sales by the indicated effective gross annual income for the property.

### Sales Price per Square Foot Analysis

#### General

The reader is referred back to the discussion of adjustment factors presented in the earlier Sales Comparison Approach utilized in estimating the current market value of the land tract. That discussion applies here with the exception of some changes in the physical comparisons. We continue to compare and adjust for Location and Size variations. The remaining two appropriate for improved properties are one for Construction and Design and one for building Age/Condition.

As all of the sales were purchased for typical motel/hotel operation, all sales are treated as "fee simple" transfers. No unusual financing or other motivating factors were discovered which would affect the "conditions of sale" for any of the sales included herein. As all of the sales took place in a non-depressed travel market economy, no adjustment for "time" is deemed necessary.

#### Location

All of the sales are proximate to major arterials, as is the subject. As all of the sales command a rental rate similar to that of the subject, other locational bias are presumed not to be present. No adjustment for location is made for any of the sales as compared to the subject.

#### Size

The size unit of comparison is considered to be the number of rooms in a facility. Sale #1 is smaller than the subject, 49 rooms to 70 rooms. Sale #2 is larger than the subject, 116 rooms to 70 rooms, and Sale #3 is larger yet, 131 rooms to 70 rooms. A comparison of the sale-price-per-room indicates that the smaller facilities do tend to sell for more on a per-room basis than do larger facilities. However, this difference did not relate to the total size of the facility in the price-per-square-foot analysis. Likewise, on the per-square-foot of room size component, this comparison did not track in the analysis. Therefore, no adjustment will be made for size in this analysis.

Design/Construction

Sale #3 is the most similar to the subject in design, construction, and age. Sales #1 and #2 are both considered to be inferior to the subject in these regards and require upward adjustments.

There follows an adjustment grid that sets forth our opinion of the percentage adjustments applicable to the comparable sales as discussed in the sales analysis and in the Comments and Adjustments paragraph of each of the sales previously presented.

BUILDING SALES ADJUSTMENT GRID			
	1	2	3
Sales Price/SF	\$77.68	\$95.38	\$66.10
Property Rights Adjustment	-0-	-0-	-0-
Adjusted Sales Price/SF	\$77.68	\$95.38	\$66.10
Financing Terms Adjustment	-0-	-0-	-0-
Cash Equivalent Price/SF	\$77.68	\$95.38	\$66.10
Conditions of Sale Adjustment	-0-	-0-	-0-
Adjusted Price/SF	\$77.68	\$95.38	\$66.10
Time/Market Conditions	-0-	-0-	-0-
Adjusted Price/SF	\$77.68	\$95.38	\$66.10
Location Adjustment	-0-	-0-	-0-
Construction and Design	+20%	+20%	-0-
Age/Condition Adjustment	+ 5%	+25%	+ 5%
Size Adjustment	-0-	-0-	-0-
Net Physical Adjustment Factor	+25%	+45%	+ 5%
Adjusted Price/SF	\$97.10	\$138.30	\$69.41

After adjustments, comparable building sales indicate a value range of the subject from \$69.41/SF to \$138.30/SF. The average of the adjusted prices is \$101.60/SF. On a price-per-room basis the above figures would equate to \$56,122.45/Rm, \$62,500/Rm, and \$43,282/Rm. As is obvious, the range of "per unit" of adjusted sale price is quite large. Taking the average adjusted sale price of \$101.60/SF equates to an indicated market value of \$4,278,173.

**EGIM Analysis**

As stated previously, the utilization of the EGIM methodology (or the Effective Room Revenue Multiplier) within the Sales Comparison Approach is appropriate for the subject property. The pro forma effective gross income multipliers derived for the three sales for which financial data was available ranged from 2.55x to 3.65x. The average of the effective gross income multipliers is 3.08x.

Because of the "presumed" stable rental market, a multiplier for the subject within the upper-range of those indicated by the comparables is selected. This is also supported by the mid-range of value indicated by the sale price per square foot analysis. Thus:

<u>EGI</u>		<u>EGIM</u>		<u>Indicated Market Value</u>
\$1,073,100	x	3.65x	=	\$3,916,815
<b>ESTIMATED MARKET VALUE OF BY EGIM, Called</b>				<b><u>\$3,916,815</u></b> <b>(±\$93.02/SF)</b>

The results of the EGIM are given the most weight in this analysis. As previously indicated, the EGIM technique removes the subjectiveness of the adjustment process in the sale price per-square-foot or per-room analysis.

Thus:

<b>ESTIMATED MARKET VALUE BY SALES COMPARISON APPROACH,</b>	<b><u>\$3,917,000</u></b> <b>(±\$93.02/SF)</b>
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## RECONCILIATION

For reasons previously stated within this report, the Sales Comparison Approach was utilized in estimating the Market Value of the subject site. The Cost Approach was developed to test the reasonableness of the conclusions derived in the Income Approach. Generally, the Cost Approach is much better utilized in estimating the value of new or proposed improvements. It is more difficult to judge the various levels of depreciation on improvements the age of the subject improvements. The Income Approach was developed for the subject property. The subject property improvements have office utility in the current market, and there is evidence that the subject improvements are capable of producing income and, hence, value as they currently exist. Typically, income producing properties are traded on their ability to produce income. A summary of the value estimates derived for the Whole Property are as follows;

<b>Sales Comparison Approach - Land:</b>	<b>\$ 757,647</b>
<b>Cost Approach:</b>	<b>\$ N/A</b>
<b>Income Approach:</b>	<b>\$3,902,182</b>
<b>Sales Comparison Approach - Improved:</b>	<b>\$3,917,000</b>

The Income Approach to Value is selected as the most reliable indicator of probable market value for the subject Whole Property. Therefore;

<b>WHOLE PROPERTY, say</b>	<b>\$3,900,000</b>
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Components of Value

Main Bld.	\$2,929,603
Pool, courtyard facilities	25,000
Landscaping/Sprinkler Sys., etc.	15,000
Paving/Parking/Walks/Drives	<u>172,750</u>
Improvement; Total Contributory Value	3,142,353
Land Value	<u>757,647</u>
Total	<u>\$3,900,000</u>

## PART TAKEN - VALUATION

This Taking is of a Parkway Easement and is considered as a Partial Property acquisition. The Part Taken is considered as severed land with no self-sustaining economic value. A plat of the subject showing the Part Taken is included in the Addendum of this report. This easement encompasses both the surface and subsurface use of the easement area. The use of this easement is for the location of utilities, installation of a pedestrian sidewalk, and for a landscaping buffer between the public road and this property.

The ownership of this property is giving up surface and subsurface control of the easement area (lost property rights). The Town of Addison will be responsible for improving the surface of the easement area with a public use sidewalk and landscaping. The Town of Addison will be responsible for relocating public/private utilities from the Addison Road right-of-way into the easement area.

The easement encompasses an area that the property owner previously had the responsibility for landscaping and maintaining. Subsequent to the acquisition, the Town has the responsibility for the maintenance of the easement area. The area of the easement does not affect any future development rights of the subject property. Set-back requirements will still extend from the subject property boundary, not the easement boundary. As there is no floor-area-ratio (F.A.R.) incorporated within the Town's zoning regulations, development density is not affected by the proposed easement. The easement encompasses the 20' landscape buffer required in the Town's landscaping regulations.

The parkway easement "Part Taken" consists of a strip of land approximately 8' wide, along the west side of the subject from north to south, generally parallel and adjacent, to the existing improved Addison Road right-of-way; a length of roughly  $\pm 192'$ . The land area within the proposed easement acquisition contains  $\pm 1,540.96$  SF of site area. There is insufficient land area for independent use consideration, and there is not sufficient utility of shape to support an independent economic use of the area encompassed by the proposed parkway easement.

Within the acquisition area are portions of grass ground cover and a pedestrian sidewalk. No other items of contributory value were noted within the acquisition area.

From the Land Valuation section of this report, the estimated fee simple value of the subject site is \$11.00 per square foot of land area. The value of the property rights extinguished in the easement area are estimated to be 50% of the fee simple interest, with the balance of the property rights remaining with the subject property owner.

The Town of Addison will replace and maintain the landscaping and install a pedestrian sidewalk within the parkway easement area. As those items of landscaping and paving "taken" will be replaced, no compensation will be made for the landscape items within the parkway easement. To do so would result in double compensation; both paying for an item, plus replacing it.

Therefore, the estimated value of the parkway easement interest of the Part Taken is calculated as follows:

### Part Taken - Parkway Easement

Land Area:	1,540.96 SF @ \$5.50/SF (50% of \$11.00/SF)	\$8,475
Improvements:	Replaced	-0-
Total		<u>\$8,475</u>



## REMAINDER BEFORE THE TAKE - VALUATION

The value of the Remainder Before the Take is valued on the same basis as the Whole Property valuation, reflecting the loss of the land area and improvements in the easement area (Part Taken). In circumstances of partial property acquisitions, wherein the Part Taken is considered as severed land with no independent economic utility apart from the Whole Property, the sum of the values of the Part Taken and the Remainder Before the Take should equal the value of the Whole Property.

Technically, the value of the Remainder Before the Take should reflect the diminished property rights and the value of the improvements not replaced in the easement area.

The value of the Remainder Before the Take is valued as follows: (Refer to Page 32 for a breakdown of the contributory value of the individual components of the subject property value.)

<u>Remainder Components</u>	<u>Unit Value</u>	<u>Component</u>
Land Area		
67,336.04 SF - Fee	\$11.00/SF	\$ 740,696
1,540.96 SF - Easement	\$ 5.50/SF	8,475
Improvements		
Main Bld.		\$2,929,603
Pool/Courtyard		25,000
Landscaping, etc.		15,000
Paving, walks, drives, etc.		<u>172,750</u>
Total		\$3,891,524

(Whole Property - \$3,900,000 less Easement - \$8,475 equals \$3,891,525)

## REMAINDER AFTER THE TAKE - VALUATION

The Remainder After the Take is valued "as if" all of the public improvements are completed and in place. The Remainder After the Take is valued under the same guide lines and definitions as the Whole Property.

The size and shape of the Remainder site is sufficient for independent economic development. This remainder tract is 68,877 SF in size, the same as the Whole Property. From external appearances, the Remainder will be comparable to the Whole Property with the addition of a different landscape scheme. The in-ground utilities will not be apparent.

The land sales, the cost and income data utilized to estimate the value of the Whole Property site are judged to be the best data with which to value the Remainder After the Take. All analysis and conclusions remain the same as for the Whole Property evaluation.

Basically, the Remainder After the Take is the original Whole Property with a  $\pm 8'$  wide parkway easement separating it from Addison Road. The underlying fee simple value of the property remains the same. The landscape buffer zone required of the subject is now the responsibility of the Town of Addison. As no future development rights, or current uses are limited by the parkway easement, the real estate market is not sensitive enough to detect any change in utility or value for the subject property.

Therefore, the estimated market value of the subject remainder with the parkway easement improved and in place (i.e., a  $\pm 68,877$  SF site improved with a 3 story motel facility and attendant site improvements), is the same as for the Whole Property - \$3,900,000.

## ESTIMATE OF JUST COMPENSATION

As the proposed acquisition represents a Partial Property acquisition, the estimate of Just Compensation is the sum of the estimates of 1) the value of the Part Taken and 2) any damages estimated between the value of the Remainder Before the Take and the value of the Remainder After the Take.

The values of the Remainder Before the Take and the Remainder After the Take indicate that enhancement occurs as a direct result of the improvement/extension of Arapaho Road.

Remainder Before the Take	\$3,891,524
Remainder After the Take	<u>\$3,900,000</u>
Total	(\$ 8,476)

A negative value indicates that enhancement arises; i.e., the Remainder is more valuable with the parkway easement in place, than the value of the lost property rights in the easement area.


The previously derived estimate of value for the Part Taken also expresses the Estimate of Just Compensation. Therefore:

**ESTIMATE OF JUST COMPENSATION** **\$8,475**

## APPRAISER'S CERTIFICATE

The undersigned do hereby certify that, except as otherwise noted in the appraisal report:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice.
- Mark A. Hipes is currently certified under the Texas Appraiser Licensing and Certification board.
- I have made a personal inspection of the property that is the subject of this report.
- No one other than signors provided significant professional assistance in the preparation of this report.
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or approval of a loan.



Mark A. Hipes  
Texas Certification No. TX-1321416-G

**ADDENDUM**

**Comparable Rental Data  
Assumptions & Limiting Conditions  
Photographs of the Subject  
Survey  
Legal Description**

**Qualifications of Mark A. Hipes**

**ASSUMPTIONS AND LIMITING CONDITIONS**  
(Read Carefully)

The following assumptions and limiting conditions are attached to and are made a part of this Appraisal (the "Appraisal") of the subject property (the "Property") described in this Appraisal ("Appraisal") made by Hipes & Associates (the "Appraiser") at the request of the person or entity (the Beneficiary") to whom and for whose exclusive use this Appraisal was prepared and delivered; and, this Appraisal is made by the Appraiser and accepted by the Beneficiary subject and strictly according to the within assumptions and limiting conditions:

1. That legal and equitable title to the Property is good and merchantable and that title is held by the owner ("Owner") of the Property in fee simple absolute forever, unless otherwise agreed by the Appraiser in writing. (No responsibility is assumed for matters legal or chance, nor is any opinion rendered as to the title to the Property. The possible existence of any disputes, suits, assessments, claims, liens or encumbrances has been disregarded, and the Property is appraised as though free and clear.)
2. That no survey of the Property has been made by the Appraiser and no responsibility is assumed in connection with any matters that may be disclosed by a current perfect survey of the Property. (Dimensions and areas of the Property and comparables were obtained by various means including estimate and are not represented or guaranteed to be exact.)
3. That allocations of value between land and improvements are applied only under the current program of occupancy and utilization, and are not made or intended to be used in conjunction with any other appraisal and, if so used, are invalid.
4. That all information contained in this Appraisal is private and confidential and is submitted strictly for the sole use of the Beneficiary; and, no other person or entity is entitled to read, use or rely upon the contents thereof. (Possession of the Appraisal or any copy thereof, does not carry with it the right of publication or use. The Appraiser will not be required to give any testimony or appear in any court or other proceeding by reason of making or delivering the Appraisal without the prior written approval of the Appraiser.)
5. That all information and comments pertaining to the Property and other properties is the personal opinion of the Appraiser formed after examination and study of the Property and its surroundings; and, although it is believed that the information, estimates and analyses contained herein are correct, the Appraiser does not warrant or guarantee them, and assumes no liability for errors in fact, analysis or judgement. (Any misinformation about the Property furnished to the Appraiser by the Beneficiary, at the option of the Appraiser, may release the Appraiser from any liability and invalidate the Appraisal.)
6. That all opinions of value contained in the Appraisal are merely estimates. (There is no warranty or guarantee, written or implied, made by the Appraiser that the Property is worth or will sell for the appraised value now or ever.)
7. That disclosure of the contents of this Appraisal is governed by the Uniform Standards of Professional Appraisal Practice, and that, in addition, neither all nor any part of the contents of this Appraisal (especially any conclusions of value, the identity of the Appraiser, shall be disseminated to the public through reports, proposals, brochures or any other means of communication without the prior written consent and approval of the Appraiser. **BENEFICIARY WILL NOT CAUSE, SUFFER OR PERMIT ANY PUBLIC DISSEMINATION OF THIS APPRAISAL TO OCCUR AND, BY ACCEPTING THIS**

APPRAISAL, BENEFICIARY INDEMNIFIES APPRAISER AGAINST ANY LOSS, COST, LIABILITY, DAMAGE OR CLAIM INCURRED WITHOUT REGARD TO FAULT BY APPRAISER ARISING IN CONNECTION WITH ANY SUCH UNAUTHORIZED DISCLOSURE BY BENEFICIARY.

8. That there are no latent defects or any hidden or any unapparent conditions of the Property, subsoil, or structures which would render the Property more or less valuable. (No responsibility is accepted or assumed by Appraiser for any such conditions or for analyses or engineering which may be required to discover them.)
9. That no environmental impact or environmental condition studies were either requested or made in conjunction with this Appraisal unless otherwise agreed by Appraiser in writing and shown in the Appraisal and the Appraiser hereby reserves the right to alter, amend, revise or rescind any of the value opinions included in this Appraisal based upon any subsequent environmental impact or environmental condition studies, research, revelation or investigation. (In particular, unless otherwise agreed by Appraiser in writing, and shown in this Appraisal, this Appraisal/Appraiser assumes that no violations of any environmental, or other, laws affecting the Property are pending or threatened against the Property and that no toxic waste, hazardous materials or dangerous substances have ever been stored, used, produced, maintained, dumped or located on or about the Property.)
10. That the value of the Property is estimated on the basis that there will be no international or domestic political, economic, or other adverse conditions or any military or other conflicts including strikes and civil disorders that will seriously affect overall real estate values.
11. That Beneficiary understands that the real estate values are influenced by a large number of external factors, that the data contained in the Appraisal is all of the data that Appraiser considered necessary to support the value estimate and that the Appraiser has not knowingly withheld any pertinent facts; and, Beneficiary has been advised and agrees that the Appraisal does not warrant, represent or guarantee that Appraiser has knowledge or appreciation of all factors which might influence the value of the Property.
12. That due to the rapid changes in external factors affecting the value of the Property, Appraiser's value conclusions are considered reliable only as of the date of the Appraisal.
13. That on all appraisals made subject to satisfactory construction, repairs, or alterations of improvements, the Appraisal and value conclusions are contingent upon completion of such work on the improvements in a good and workmanlike manner, without dispute, per plans, in code, as agreed and within a reasonable period of time.
14. That the value estimate of the Property assumes financially and otherwise responsible ownership and competent management of the Property.
15. That the Appraisal consists of trade secrets and commercial or financial information which is privileged and confidential and exempted from disclosure under 5 U.S.C. 533 (b) (4). (Please notify Hipes and Associates of any request for any reproductions of this Appraisal.)
16. That accurate estimates of costs to cure deferred maintenance are difficult to make or assess and that many different approaches or arrangements can be attempted or applied in various ways. (Any estimates provided within this Appraisal represent reasonably probably costs given current market conditions, available information and the Appraiser's expertise. Further

deferred maintenance affecting the Property is considered to be limited to only those items, if any specified in detail, in the Property section of this Appraisal.

17. That the existence of potentially hazardous materials used in the construction or maintenance of the Property such as urea-formaldehyde foam insulation, asbestos in any form, and/or other dangerous substances or materials on the Property, has not been considered, unless otherwise shown in the Appraisal. (The Appraiser is not qualified to detect such material or substances and it is the responsibility of the Beneficiary to retain an expert in this field, if desired.)
18. That the liability of the Appraiser and its officer, directors and employees, agents, attorneys and shareholders is limited to the fee collected for preparation of the Appraisal. (Appraiser has no accountability or liability to any third party, except as otherwise agreed in writing by Appraiser and such other party.)
19. That any projected potential gross income of the Property referred to in the Appraisal may be based on lease summaries provided by the Beneficiary, Owner or third parties and Appraiser has not reviewed lease documents and assumes no responsibility for the authenticity, accuracy or completeness of lease information provided by others. (Appraiser suggests that legal advice be obtained regarding the interpretation of the lease provisions and contractual rights of parties under Leases.)
20. That Beneficiary and any party entitled to read this report will consider the Appraisal as only one factor together with many others including its own independent investment considerations and underwriting criteria or other observations, concerns or parameters in formulating its overall investment or operating decision. In particular, Appraiser assumes that the Beneficiary has made/obtained, relied upon and approved the following, none of which was furnished by Appraiser unless otherwise agreed by Appraiser in writing, to wit:
  - a. current survey of the Property showing boundary, roads, flood plains, utilities, encroachments, easements, etc.;
  - b. current title report of the Property with legible copies of all exceptions to title;
  - c. any needed soil tests, engineer's reports and legal and other expert opinions;
  - d. abstract or other report of environmental conditions or hazards affecting the Property;
  - e. current visual inspection of the Property and adequate study of its use, occupancy, history, condition and fitness for the purpose of underlying Beneficiary's request for this Appraisal;
  - f. copies of current insurance policy, tax statements, contracts, leases and notices affecting the Property;
  - g. any needed estoppel certificates of tenants, mortgagee's or others claiming any interest in the Property;
  - h. reports/opinions of Beneficiary's staff, contacts, agents and associates; and
  - i. Owner's experience with the Property.
21. That Appraiser's projections of income and expenses are not predictions of the future; rather, they are the Appraiser's best estimates of current market thinking about future income and expenses. (The Appraiser makes no warranty or guaranty that Appraiser's projections will succeed or materialize. The real estate market is constantly fluctuating and changing. It is not the Appraiser's task to predict or in any way forecast the conditions of a future real estate market; the Appraiser can only reflect, without warranty what the investment community, as of the date of the Appraisal, envisions for a particular time without assurances in terms of rental rates, expenses, capital, labor, supply, demand, ecology, etc.)

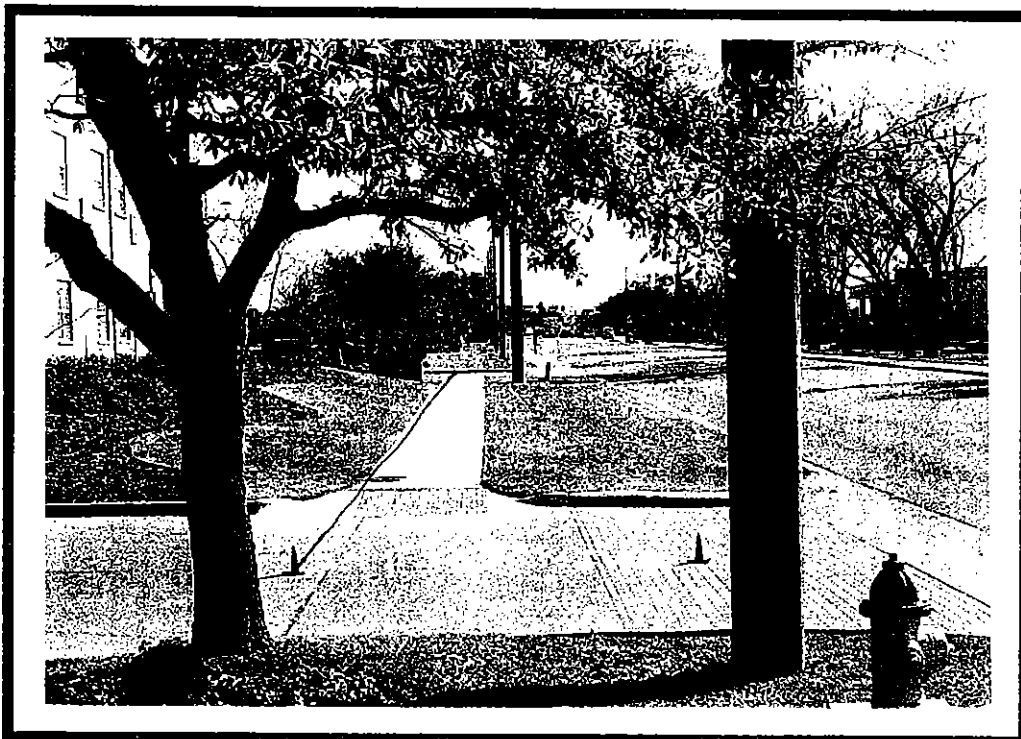


22. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this Property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the Property, together with a detailed analysis of the requirements of the ADA, could reveal that the Property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible non-compliance with the requirements of ADA in estimating the value of the Property. Special Note: This may not be adequate if "readily achievable" barrier removal items are obvious and should have been identified.

# SUBJECT PHOTOGRAPHS

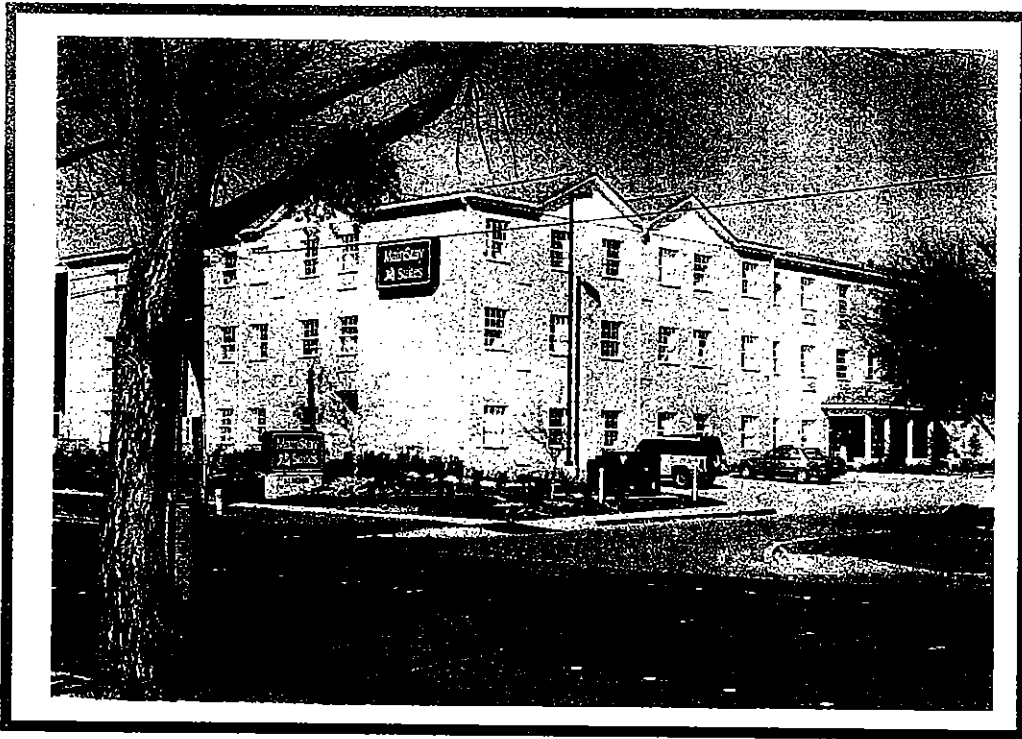


View of proposed Parkway Easement, looking north along Addison Road.

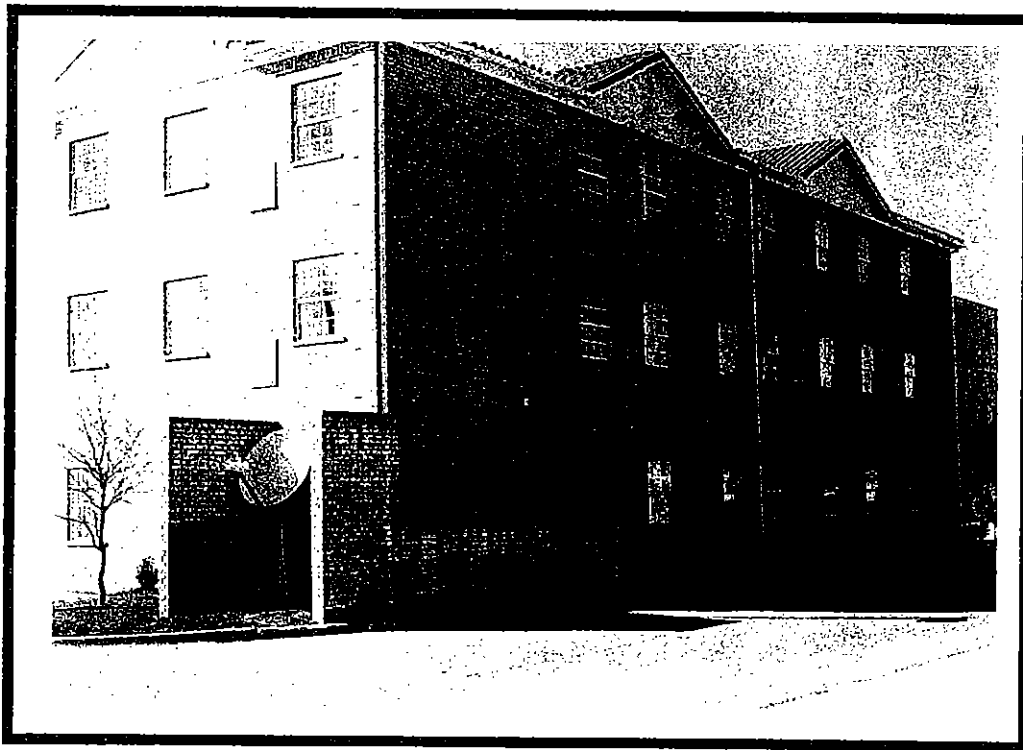


View of proposed Parkway Easement, looking south along Addison Road.

## SUBJECT PHOTOGRAPHS

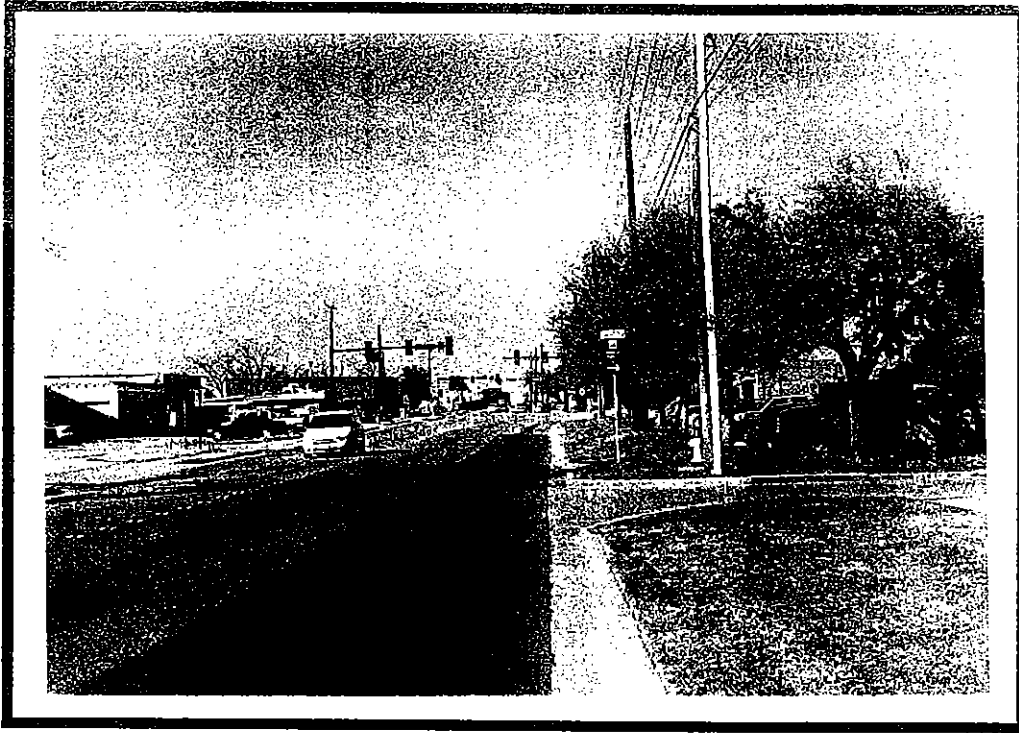


View of the front of the subject property (west side), looking  $\pm$ east from Addison Road.



View of the back of the property, looking from the  $\pm$ southeast to the  $\pm$ northwest.

## SUBJECT PHOTOGRAPHS



View north along Addison Road from the subject property.



View south along Addison Road from the subject property.

**TOWN OF ADDISON, TEXAS**  
**FIELD NOTE DESCRIPTION**  
**FOR**  
**RAIL HOTELS CORPORATION**  
**(PARKWAY EASEMENT)**

BEING a tract out of a 1.5812 acre tract of land located in the G. W. Fisher Survey, Abstract No. 482, in the Quorum Centre Addition, an addition to the Town of Addison, Texas, conveyed to Rail Hotels Corporation by a deed now of record in Volume 99024, Page 01020 of the Deed Records of Dallas County, Texas, said tract of land being more particularly described as follows:

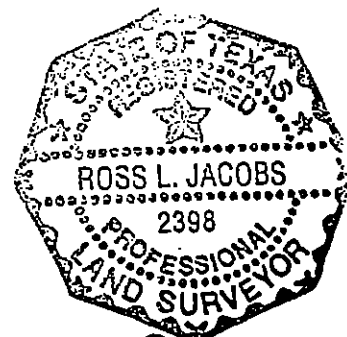
BEGINNING at a point in south line of said 1.5812 acre tract and in the north line of a 1.3774 acre tract of land conveyed to Outback Steakhouse of Florida, Inc. by a deed now of record in Volume 93046, Page 1218 of the Deed Records of Dallas County, Texas and said point being S 89°43'00" E, 20.00 feet from an found "X" in concrete and being the northwest corner of the said Outback Steakhouse tract and the southeast corner of the said Rail Hotels tract;

THENCE, N 89°43'00" W, along the north property line of the said Outback Steakhouse tract (1.3774 acre tract) and the south property line of the said Rail Hotels tract (1.5812 acre tract ), a distance of 8.00 feet to a point for a corner, said point being in the east line of tract of land 12 feet in width dedicated to the Town of Addison for Addison Road and in the west property line of the said Rail Hotels tract (1.5812 acre tract );

THENCE, N00°20'03" E, along the east line of the said Town of Addison right-of-way dedication and the west line of the said Rail Hotels tract (1.5812 acre tract), a distance of 192.62 feet to a point for a corner, said point being in the north line of the said Rail Hotels tract (1.5812 acre tract ) and the south line of a tract of land conveyed to Quorum Centre Limited Partnership as recorded in Volume 92038, Page 247 of the Deed Records of Dallas County, Texas, said point also being S 53°27'16" E, a distance of 88.93 feet to a "X" found marking the west right-of-way line of Addison Road and the southeast corner of a tract of land conveyed as Tract II to Oasis Car Wash, Inc. as recorded in Volume 97234, Page 6241 of the Deed Records of Dallas County, Texas;

THENCE, S 89°43'00" E, along the north line of the said Rail Hotels tract and the south line of the said Quorum Centre Limited Partnership, a distance of 8.00 feet to a point for a corner;

THENCE, S 00°20'03" W, being at all times parallel and at a perpendicular distance of 8 feet to the west property line of the said Rail Hotel tract and the east line of the said Town of Addison right-of-way dedication, a distance of 192.62 feet to the Point of Beginning, and containing 1,540.96 square feet (0.035 acres) of land.



*Ross L. Jacobs*  
 JAN. 29, 2002

01:28/02 GRB SCALE: 1"=50' K:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT5E-A.DWG

SCALE: 1"=50'

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT II

ADDISON ROAD

60'± R.O.W.

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

"X" IN CONC.

1/2" IRF

180°03'58"

2.5' INGRESS & EGRESS EASEMENT  
(REFERENCE BEARING)

"X" IN CONC.

S 89°43'00" E - 20.00'  
(REFERENCE BEARING)  
N 89°43'00" W  
8.00'

12' DEDICATED TO TOWN OF ADDISON

S 89°43'00" E  
8.00'

POINT OF BEGINNING

PROPOSED PARKWAY ESM'T.

1,540.96 SQ. FT.  
0.035 ACRES

SNADON\BRANSCOME  
JOINT VENTURE NO.1  
VOL. 84067, PG. 5718

OUTBACK STEAKHOUSE OF FLORIDA, INC.  
VOL. 93046 PG. 1218

QUORUM CENTRE LIMITED  
PARTNERSHIP  
VOL. 92038 PG. 0247

RAIL HOTELS CORPORATION  
VOL. 99024, PG. 01020

25' INGRESS & EGRESS EASEMENT  
ADDISON NORTHWEST, LTD.  
VOL. 89010, PG. 4479  
EXHIBIT C



G.W. FISHER SURVEY  
ABST. NO. 482  
QUORUM CENTRE ADDITION

*Ross L. Jacobs*  
JAN. 29, 2002  
5/8" I.R.F.

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS, & CONWAY CONSULTING ENGINEERS	JAN., 2002 PLAT 5E-A

**MARK A. HIPES**  
**Qualifications**

Location of Office

7557 Rambler Road, Suite 260, LB 25, Dallas, Texas 75231

Education

Southern Methodist University

\* Bachelor of Business Administration - Quantitative Analysis

\* Master of Business Administration - Finance

Texas Real Estate Broker License - License No. 388907-26

Texas State Certified General Real Estate Appraiser - License No. TX-1321416-G

Appraisal Courses, Seminars

American Institute of Real Estate Appraisers

\* Course IIa - Case Studies in Real Estate Valuation

\* Course IIb - Valuation Analysis & Report Writing

Society of Real Estate Appraisers

\* Course 101 - Principals of Real Estate Appraisal

\* Course 201 - Income Property Valuation

\* Course R2 - Report Writing

Standards of Professional Practice

Various Seminars on Valuation & Litigation

Experience

02/87 to Present

Hipes & Associates

Independent Real Estate Appraiser

03/79 to 02/87

Dallas County Department of Public Works

Eminent Domain Appraiser

09/71 to 03/79

Self Employed

Financial Analysis/Real Estate Analysis

Types of Properties Appraised

Regional Malls

Industrial/Manufacturing

Automobile Dealerships

Shopping Centers

Apartments

Hospitals

Office

Farms/Ranches

Railroads

Office/Warehouses

Proposed Developments

Churches

Service Stations

Educational Facilities

Airports

All types of commercial/industrial properties and a variety of special use properties.

Extensive work in Eminent Domain & other forms of litigation valuation

Qualified as an "Expert Witness" in County, District, & Federal Courts