

2000-3 Arapaho Road
Transit Center Invoicing - 2000

INVOICING

Oxford[®]
ESSELTE

NO. 753 1/3

10%



~~Bobby - 214-812-7310
In man - Feed point for ped. lights
meter Base on pedestal someplace~~

~~E-mail Bill Toal~~

~~Portland Commit Case~~

~~Rhonda Oct 6th 3pm~~

~~3:30~~

~~972-566-7733~~

David Nighswonger ⁹⁻²⁸ has no
recollection of working on
the interlocal agreement w
DART. He thinks the contracts
are Wendy Lopez's #5
He thinks John was involved
in the agreement

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

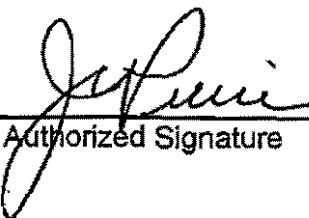
DATE: 13-Apr-00 Claim # _____ Check \$ 60,558.67

Vendor No. _____
 Vendor Name DART
 Address P. O. Box 660163
 Address Dallas, Texas
 Address _____
 Zip Code 75266-0163

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
Reimbursement to DART	41	000	58110	42302		60,558.67

TOTAL \$60,558.67

EXPLANATION Payment to DART represents net amount due DART based on the
 Town's invoice to DART for \$143,849 and DART's invoice to the
 Town in the amount of \$204,407.67.
 Re: Transit Center Property Acquisition/Construction Costs



 Authorized Signature

 Finance

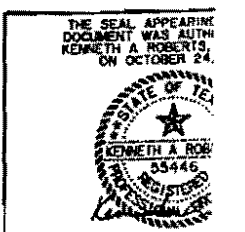
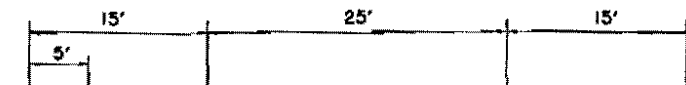
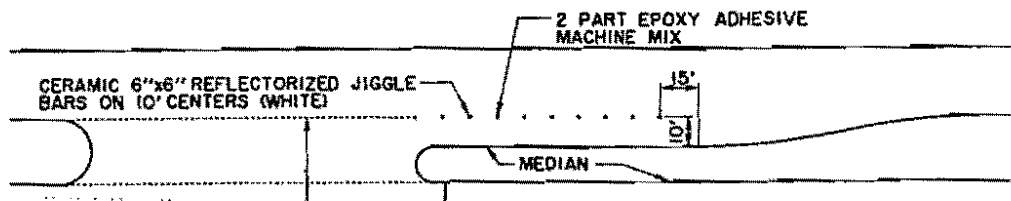
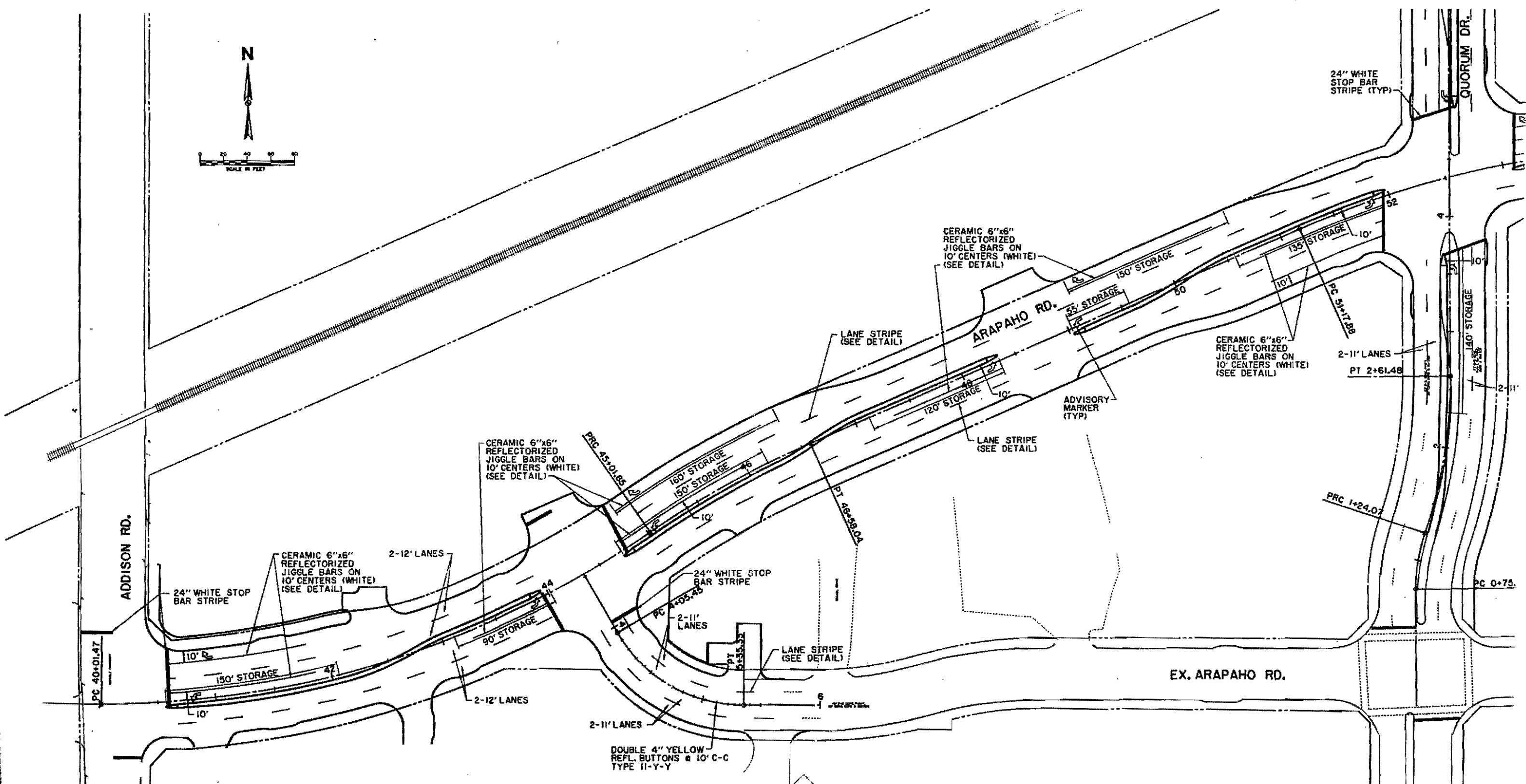
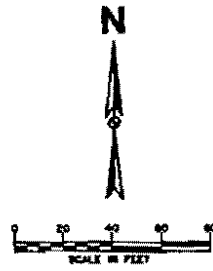
9-7-99
Arapaho / Transit Center

Rec'd call from Rene
Rodriguez. Our letter requesting
reimbursement exceed the amount
expected. Will have to go before
the Board. Could take some time.

Be patient, we will get our
money!

JRP

1-14-00 Called Rene - left word.



STRIPING PLAN
ADDISON ROAD TO QUORUM
ARAPAHO ROAD

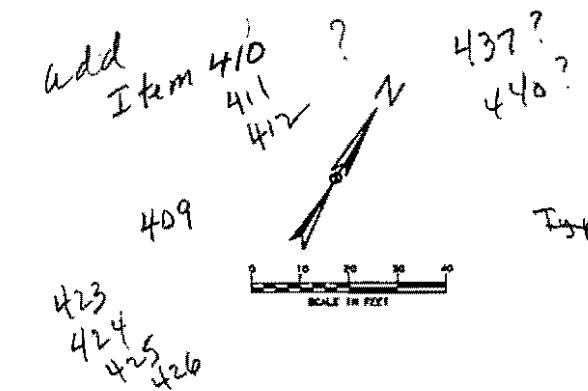
CABLE TEF VATION CHART

CONDUCTOR	T-1		T-2		T-3		T-4	
	S.H. NO.	INDICATION	S.H. NO.	INDICATION	S.H. NO.	INDICATION	S.H. NO.	INDICATION
WHITE/BLACK	SPARE		SPARE		SPARE		SPARE	
WHITE	COMMON		COMMON		COMMON		COMMON	
RED	1-4	R	5-7	R	8-11	R	12-14	R
ORANGE	1-4	Y	5-7	Y	8-11	Y	12-14	Y
GREEN	1-4	G	5-7	G	8-11	G	12-14	G
BLUE	1	-G	5	-G	8	-G	12	-G
BLACK	1	-Y	5	-Y	8	-Y	12	-Y
BLUE/BLACK	4	G-	7	G-	11	G-	14	G-
BLACK/WHITE	4	Y-	7	Y-	11	Y-	14	Y-
GREEN/BLACK	22	W	16	W	18	W	20	W
GREEN/WHITE	15	W	17	W	19	W	21	W
RED/BLACK	22	DW	16	DW	18	DW	20	DW
RED/WHITE	15	DW	17	DW	19	DW	21	DW
ORANGE/BLACK	PB22	02	PB16	4	PB18	06	PB20	08
BLUE/WHITE	PB15	04	PB17	06	PB19	08	PB21	02
BLACK/RED	P.B. COM		P.B. COM		P.B. COM		P.B. COM	

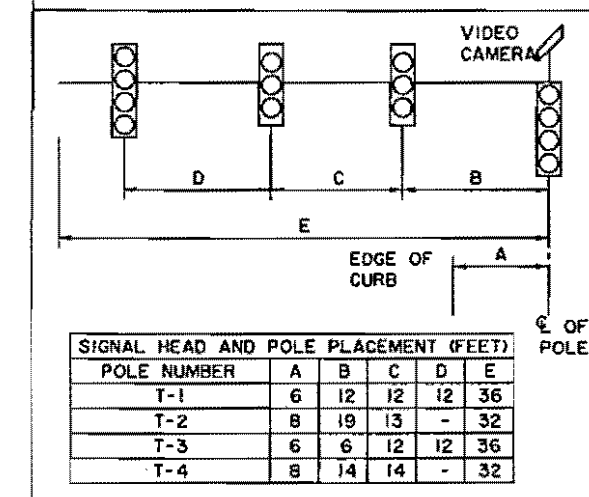
CONDUIT RUNS

RUN NO.	SIZE/TYPE CONDUIT	CABLE TYPE						LENGTH OF CONDUIT	FINAL
		2 CDR. #6 XHHW WIRE POWER	#6 BARE WIRE GROUND	COAX CABLE	4 CDR. #20 CABLE OPT	16 CDR. CABLE	3C VIDEO		
*A	2" PVC								
B	4" PVC		68	136	136	136	136	62	
C	3" PVC		30	15	15	15	15	9	
D	3" PVC		98	98	98	98	98	92	
E	3" PVC		10	10	10	10	10	4	
F	3" PVC		52	26	26	26	26	20	
G	3" PVC		96	96	96	96	96	90	
H	3" PVC		30	30	30	30	30	24	
I	2" PVC		20	20				14	
J	2-3" PVC		14	42	56	56	56	56	8

* SEE INTERCONNECT LAYOUT FOR 2" PVC QUANTITIES AND ALIGNMENT

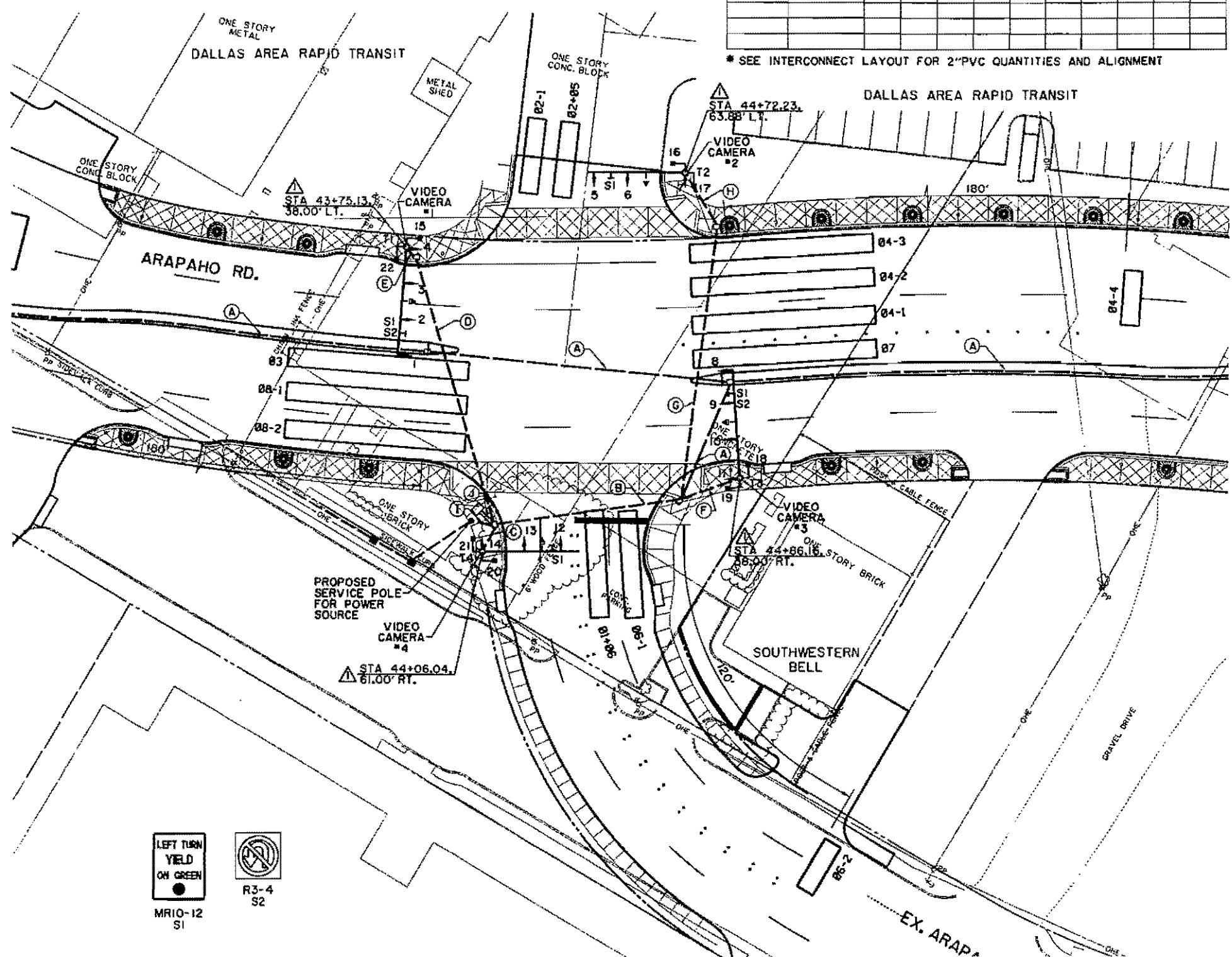


SIGNAL HEAD AND POLE PLACEMENT



QUANTITIES

ITEM	UNIT	QTY.
CONDUIT		
1-3 TRENCH 5.00	LF	255
1-2 TRENCH 3.10	LF	14
1-4 TRENCH 5.20	LF	62
PULL BOX 350	EA	4
VIDEO CAMERA 2800	EA	4
3M OPTICOM DETECTOR 600	EA	4
PEDESTRIAN PUSH BUTTON 110	EA	8
CABLE WIRE		
7 CONDUCTOR 12 1.25	LF	285
3 CONDUCTOR 12 1.10	LF	392
16 CONDUCTOR 12 2.10	LF	462
3 CONDUCTOR W/VIDEO 1.10	LF	387
1 CONDUCTOR #6 GROUND 0.60	LF	448
2 CONDUCTOR #6 POWER 1.10	LF	34
4 CONDUCTOR OPTICOM 2.00	LF	638
COAX CABLE 1.10	LF	587
SIGNS		
MR10-12	EA	4
R3-4 110	EA	2
FOUNDATIONS		
CONTROLLER 500	EA	1
TYPE 30-A 1000	EA	4
POLES:		
SIGNAL PEDESTAL	EA	
MAST ARM POLE		
W/ 32" ARM 3800	EA	2
W/ 36" ARM 4400	EA	2
SIGNAL HEADS:		
4 SECTION 12" LENS 800	EA	8
3 SECTION 12" LENS 300	EA	6
2 SECTION PEDESTRIAN 300	EA	8
INSTALL TUE SUPPLIED		
PEDESTAL POLE & METER 1200	EA	1



SIGNAL HEADS

NO	TYPE	PHASE	BACKPLATE		12" VEH SEC	PED SIG SEC
			3 SEC	4 SEC		
1	V4LT	07		1	4	
2	V3	04	1		3	
3	V3	04	1		3	
*4	V4RT	04		1	4	
5	V4LT	01+06		1	4	
6	V3	06	1		3	
*7	V4RT	06		1	4	
8	V4LT	03		1	4	
9	V3	08	1		3	
10	V3	08	1		3	
*11	V4RT	08		1	4	
12	V4LT	02+05		1	4	
13	V3	02	1		3	
*14	V4RT	02		1	4	
15,16	PED	04P				2
17,18	PED	06P				2
19,20	PED	08P				2
21,22	PED	02P				2
TOTALS			6	8	50	8

*FIBER OPTIC SIGNAL

LEGEND

- PROPOSED PEDESTRIAN SIGNAL
- H CONDUIT RUN NUMBER
- 8 SIGNAL HEAD NUMBER
- ↑ PROPOSED SIGNAL HEAD
- PROPOSED SIGNAL CONDUIT
- PROPOSED PULL BOX
- EXISTING PULL BOX
- T3 PROPOSED SIGNAL POLE
- T LEFT TURN ON ARROW SIGN
- ↑ OPTICOM
- ▭ DETECTION ZONE FOR VIDEO
- TUE SWITCHGEAR
- TUE PEDESTAL POLE & METER

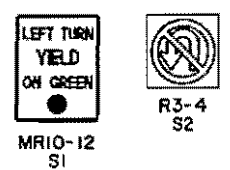
- NOTES:
- ALL CABLE SHALL BE RUN CONTINUOUSLY WITHOUT SPLICES.
 - SEE INTERCONNECT LAYOUT SHEET FOR 2" PVC RUN A ALIGNMENT AND SUMMARY.
 - CONTRACTOR SHALL CONTACT TU ELECTRIC TO COORDINATE DISCONNECT AND RECONNECT OF EXISTING STREET LIGHT CIRCUIT. CONTRACTOR SHALL INSTALL NEW FOUNDATION, CONDUIT AND CONDUCTOR IF NECESSARY TO RELOCATE SERVICE POLE.
 - VIDEO CAMERAS SHALL BE MOUNTED ON TOP OF SIGNAL POLE AND AIMED IN THE SAME

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DONNA L. MANHART, P.E. 65348 ON OCTOBER 24, 1997



REVISD 3/16/98

SIGNALIZATION PLAN
 ARAPAHO ROAD & EXISTING ARAPAHO ROAD
ARAPAHO ROAD
 ADDISON ROAD TO DALLAS NORTH TOLLWAY



CABLE TERMINATION CHART

CABLE INDUCTION	T-1		T-2		T-3		T-4	
	S.H. NO.	INDICATION	S.H. NO.	INDICATION	S.H. NO.	INDICATION	S.H. NO.	INDICATION
WHITE/BLACK	SPARE		SPARE		SPARE		SPARE	
WHITE	COMMON		COMMON		COMMON		COMMON	
RED	1-4	R	5-7	R	8-11	R	12-14	R
ORANGE	1-4	Y	5-7	Y	8-11	Y	12-14	Y
GREEN	1-4	G	5-7	G	8-11	G	12-14	G
BLUE	1	-G	5	-G	8	-G	12	-G
BLACK	1	-Y	5	-Y	8	-Y	12	-Y
BLUE/BLACK	4	G-	7	G-	11	G-	14	G-
BLACK/WHITE	4	Y-	7	Y-	11	Y-	14	Y-
GREEN/BLACK	22	W	16	W	18	W	20	W
GREEN/WHITE	15	W	17	W	19	W	21	W
RED/BLACK	22	DW	16	DW	18	DW	20	DW
RED/WHITE	15	DW	17	DW	19	DW	21	DW
ORANGE/BLACK	PB22	02	PB16	4	PB18	06	PB20	08
BLUE/WHITE	PB15	04	PB17	06	PB19	08	PB21	02
BLACK/RED	P.B. COM		P.B. COM		P.B. COM		P.B. COM	

CONDUIT RUNS

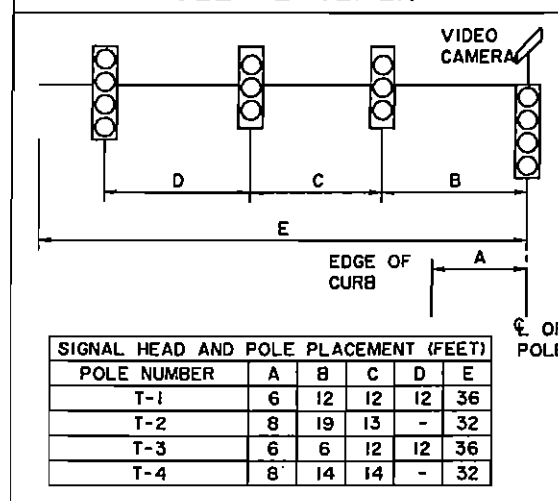
RUN NO.	SIZE/TYPE CONDUIT	CABLE TYPE						LENGTH OF CONDUIT	FINAL
		2 CDR. #6 XHHW WIRE POWER	#6 BARE WIRE GROUND	COAX CABLE	4 CDR. #20 CABLE OPT	16 CDR. CABLE	3C VIDEO		
*A	2" PVC								
B	4" PVC		68	136	136	136	136	62	
C	3" PVC		30	15	15	15	15	9	
D	3" PVC		98	98	98	98	98	92	
E	3" PVC		10	10	10	10	10	4	
F	3" PVC		52	26	26	26	26	20	
G	3" PVC		96	96	96	96	96	90	
H	3" PVC		30	30	30	30	30	24	
I	2" PVC		20	20				14	
J	2-3" PVC		14	42	56	56	56	8	

* SEE INTERCONNECT LAYOUT FOR 2" PVC QUANTITIES AND ALIGNMENT

QUANTITIES

ITEM	UNIT	QTY.
CONDUIT		
P1-3' TRENCH	L.F.	255
P1-2' TRENCH	L.F.	14
P1-4' TRENCH	L.F.	62
P PULL BOX	EA.	4
P VIDEO CAMERA	EA.	4
P 3M OPTICOM DETECTOR	EA.	4
PEDESTRIAN PUSH BUTTON	EA.	8
CABLE WIRE		
P 7 CONDUCTOR #12	L.F.	285
P 5 CONDUCTOR #12	L.F.	393
P 16 CONDUCTOR #12	L.F.	467
P 3 CONDUCTOR (VIDEO)	L.F.	587
P 1 CONDUCTOR #6 GROUND	L.F.	446
P 2 CONDUCTOR #6 POWER	L.F.	34
P 4 CONDUCTOR OPTICOM	L.F.	638
P COAX CABLE	L.F.	587
SIGNS		
P MR10-12	EA.	4
P R3-4	EA.	2
FOUNDATIONS		
P CONTROLLER	EA.	1
P TYPE 30-A	EA.	4
POLES:		
SIGNAL PEDESTAL	EA.	-
P MAST ARM POLE	EA.	2
W/ 32' ARM	EA.	2
W/ 36' ARM	EA.	2
SIGNAL HEADS:		
P 4 SECTION 12" LENS	EA.	8
P 3 SECTION 12" LENS	EA.	6
P 2 SECTION PEDESTRIAN	EA.	8
INSTALL TUE SUPPLIED		
PEDESTAL POLE & METER	L.S.	1

SIGNAL HEAD AND POLE PLACEMENT



SIGNAL HEADS

NO	TYPE	PHASE	BACKPLATE		12" VEH SEC	PED SIG SEC
			3 SEC	4 SEC		
1	V4LT	07		1	4	
2	V3	04	1		3	
3	V3	04	1		3	
*4	V4RT	04		1	4	
5	V4LT	01+06		1	4	
6	V3	06	1		3	
*7	V4RT	06		1	4	
8	V4LT	03		1	4	
9	V3	08	1		3	
10	V3	08	1		3	
*11	V4RT	08		1	4	
12	V4LT	02+05		1	4	
13	V3	02	1		3	
*14	V4RT	02		1	4	
15,16	PED	04P				2
17,18	PED	06P				2
19,20	PED	08P				2
21,22	PED	02P				2
TOTALS			6	8	50	8

*FIBER OPTIC SIGNAL

NOTES:

- ALL CABLE SHALL BE RUN CONTINUOUSLY WITHOUT SPLICES.
- SEE INTERCONNECT LAYOUT SHEET FOR 2" PVC RUN ALIGNMENT AND SUMMARY.
- CONTRACTOR SHALL CONTACT TU ELECTRIC TO COORDINATE DISCONNECT AND RECONNECT OF EXISTING STREET LIGHT CIRCUIT. CONTRACTOR SHALL INSTALL NEW FOUNDATION, CONDUIT AND CONDUCTOR IF NECESSARY TO RELOCATE SERVICE POLE.
- VIDEO CAMERAS SHALL BE MOUNTED ON TOP OF SIGNAL POLE AND AIMED IN THE SAME

LEGEND

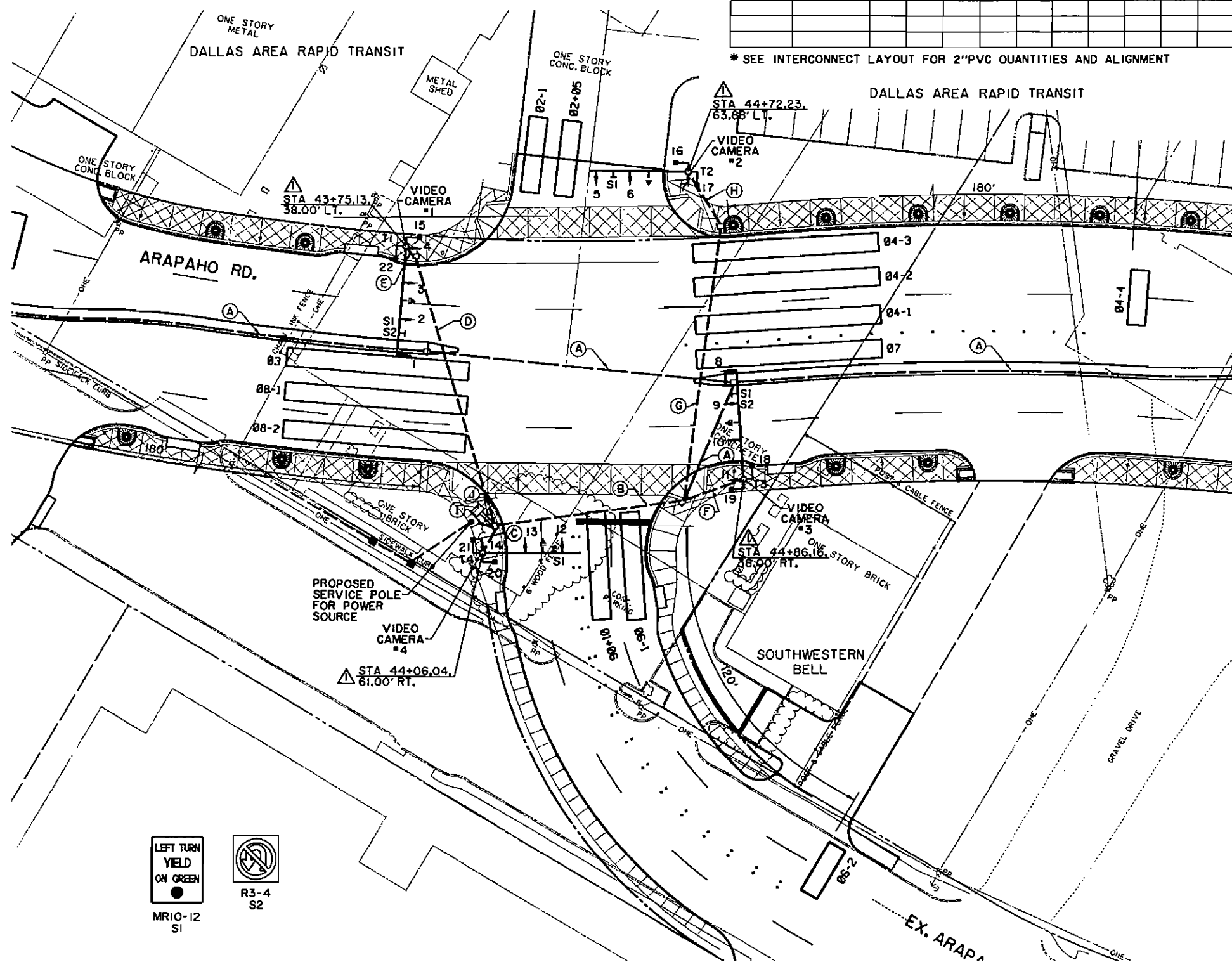
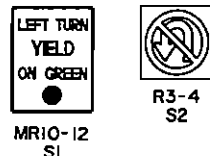
- ☐ PROPOSED PEDESTRIAN SIGNAL
- H CONDUIT RUN NUMBER
- 8 SIGNAL HEAD NUMBER
- ↓ PROPOSED SIGNAL HEAD
- PROPOSED SIGNAL CONDUIT
- ☐ PROPOSED PULL BOX
- ☐ EXISTING PULL BOX
- T3 PROPOSED SIGNAL POLE
- ↑ LEFT TURN ON ARROW SIGN
- ↑ OPTICOM
- ☐ DETECTION ZONE FOR VIDEO
- TUE SWITCHGEAR
- TUE PEDESTAL POLE & METER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DONNA L. MARIART, P.E. 63548 ON OCTOBER 24, 1997



REVISED 3/16/98

SIGNALIZATION PLAN
ARAPAHO ROAD & EXISTING ARAPAHO ROAD
ARAPAHO ROAD
ADDISON ROAD TO DALLAS NORTH TOLLWAY



8-26-99

DART TRANSIT CENTER / ADDISON
COST OF DECELERATION LANES

Lane @ 44+37 = 2830 ft²

Lane @ 48+89 = 2730 ft²

5560 ft² or 618 sq. yd.

<u>Item</u>	<u>Quan</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Cost</u>
106	618	SY	10" R.C. Pavmt	29.65	18,323.70
108	618	SY	6" Lime stab SG.	1.50	927.00
109	9.3	Tons	Hydrated Lime	100.00	930.00
118	33	Ea.	6" Jiggle bars	13.00	429.00
					<u>20,609.70</u>

Say \$ 20,610

22-141 50 SHEETS
22-142 100 SHEETS
22-144 200 SHEETS



BID SCHEDULE A
PAVING IMPROVEMENTS
ARAPAHO ROAD

Item No.	Bid Quantity	Unit	Item Description and Unit Price In Words	Unit Price	Amount Bid
118	311	EA.	Furnish and place 6"x6" reflective jiggle bars (white), Complete in Place, for the Sum of <u>Thirteen</u> dollars <u>no</u> cents per unit	\$ <u>13⁰⁰</u>	\$ <u>4043⁰⁰</u>
119	246	EA.	Furnish and place 8" dia. Two-way dual reflective pavement marker (yellow), Complete in Place, for the Sum of <u>Thirty</u> dollars <u>no</u> cents per unit	\$ <u>30⁰⁰</u>	\$ <u>7380⁰⁰</u>
120	17	EA.	Furnish and place 4" square reflective fire hydrant marker (blue), Complete in Place, for the Sum of <u>ten</u> dollars <u>no</u> cents per unit	\$ <u>10⁰⁰</u>	\$ <u>170⁰⁰</u>
121	575 110	L.F.	Furnish and place 24" wide, white thermoplastic Stop Bar , Complete in Place, for the Sum of <u>seven</u> dollars <u>no</u> cents per unit	\$ <u>7⁰⁰</u>	\$ 4025⁰⁰ <u>770.00</u>

BID SCHEDULE D
 SIGNALIZATION IMPROVEMENTS
 ARAPAHO ROAD

Item No.	Bid Quantity	Unit	Item Description and Unit Price In Words	Unit Price	Amount Bid
401	3,141 14	L.F.	Furnish and install 2" PVC Sch. 40 electrical conduit (trenched). Complete in Place, for the Sum of <u>three</u> dollars <u>ten</u> cents per unit	\$ <u>3¹⁰</u>	\$ 973¹² 43.40
402	739 255	L.F.	Furnish and install 3" PVC Sch. 40 electrical conduit (trenched). Complete in Place, for the Sum of <u>FIVE</u> dollars <u>No</u> cents per unit	\$ <u>5⁰⁰</u>	\$ 3695⁰⁰ 1275.00
403	163 62	L.F.	Furnish and install 4" PVC Sch 40 electrical conduit (trenched). Complete in Place, for the Sum of <u>FIVE</u> dollars <u>TWENTY</u> cents per unit	\$ <u>5²⁰</u>	\$ 847⁶⁰ 322.40
404	70	L.F.	Furnish and install 4" PVC Sch. 40 electrical conduit (bored). Complete in Place, for the Sum of <u>SIXTEEN</u> dollars <u>No</u> cents per unit	\$ <u>16⁰⁰</u>	\$ <u>1120⁰⁰</u>
405	1,070 34	L.F.	Furnish and install 2 conductor #6 XHHW electrical wire. Complete in Place, for the Sum of <u>one</u> dollars <u>ten</u> cents per unit	\$ <u>1¹⁰</u>	\$ 1177⁰⁰ 37.40

BID SCHEDULE D
SIGNALIZATION IMPROVEMENTS
ARAPAHO ROAD

Item No.	Bid Quantity	Unit	Item Description and Unit Price In Words	Unit Price	Amount Bid
406	1,891 446	L.F.	Furnish and install #6 bare electrical wire. Complete in Place, for the Sum of <u>no</u> dollars <u>Sixty</u> cents per unit	\$ <u>0⁶⁰</u>	\$ 1134⁶⁰ 267.60
407	28 4	EA.	Furnish and install Type A pullbox. Complete in Place, for the Sum of <u>three hundred fifty</u> dollars <u>no</u> cents per unit	\$ <u>350⁰⁰</u>	\$ 9800⁰⁰ 1400.00
408	3	EA.	Furnish and install Type C pullbox. Complete in Place, for the Sum of <u>four hundred</u> dollars <u>no</u> cents per unit	\$ <u>400⁰⁰</u>	\$ <u>1200⁰⁰</u>
409	3 1	L.S.	Furnish and install electrical service connection. Complete in Place, for the Sum of <u>eight hundred fifty</u> dollars <u>no</u> cents per unit	\$ <u>850⁰⁰</u>	\$ <u>2550⁰⁰</u> 850.00
410	10 4	EA.	Furnish and install traffic sign (R10-12) (mast arm mount). Complete in Place, for the Sum of <u>Eighty Five</u> dollars <u>no</u> cents per unit	\$ <u>85⁰⁰</u>	\$ <u>850⁰⁰</u> 340.00

BID SCHEDULE D
 SIGNALIZATION IMPROVEMENTS
 ARAPAHO ROAD

Item No.	Bid Quantity	Unit	Item Description and Unit Price In Words	Unit Price	Amount Bid
411	2	EA.	Furnish and install traffic signs (R3-8)(mast arm mount). Complete in Place, for the Sum of <u>one hundred ten</u> dollars <u>no</u> cents per unit	\$ 110⁰⁰	\$ 220⁰⁰
412	2	EA.	Furnish and install traffic signs (R3-4). Complete in Place, for the Sum of <u>one hundred ten</u> dollars <u>no</u> cents per unit	\$ 110⁰⁰	\$ 770⁰⁰ 220,00
413	4	EA.	Furnish and install signal pole concrete foundation (Type 30-A). Complete in Place, for the Sum of <u>one thousand</u> dollars <u>no</u> cents per unit	\$ 1000⁰⁰	\$ 8000⁰⁰ 4,000,00
414	4	EA.	Furnish and install signal pole concrete foundation (Type 30-B). Complete in Place, for the Sum of <u>twelve hundred</u> dollars <u>no</u> cents per unit	\$ 1200⁰⁰	\$ 4800⁰⁰
415	1	EA.	Furnish and install controller cabinet foundation. Complete in Place, for the Sum of <u>eight hundred</u> dollars <u>no</u> cents per unit	\$ 800⁰⁰	\$ 2400⁰⁰ 800,00

BID SCHEDULE D
 SIGNALIZATION IMPROVEMENTS
 ARAPAHO ROAD

em No.	Bid Quantity	Unit	Item Description and Unit Price In Words	Unit Price	Amount Bid
16	1 2	EA.	Furnish and install 30' T-base pole w/32' mast arm. Complete in Place, for the Sum of <u>thirty eight hundred</u> dollars <u>no</u> cents per unit	\$ <u>3800⁰⁰</u>	\$ 15200⁰⁰ 7600.00
17	1 2	EA.	Furnish and install 30' T-base pole w/36' mast arm. Complete in Place, for the Sum of <u>forty four hundred</u> dollars <u>no</u> cents per unit	\$ <u>4400⁰⁰</u>	\$ 17600⁰⁰ 8800.00
418	2	EA.	Furnish and install 30' T-base pole w/ 40' mast arm. Complete in Place, for the Sum of <u>five thousand</u> dollars <u>no</u> cents per unit	\$ 5000⁰⁰	\$ 10000⁰⁰
419	1	EA.	Furnish and install 30' T-base pole w/44' mast arm. Complete in Place, for the Sum of <u>fifty two hundred</u> dollars <u>no</u> cents per unit	\$ 5200⁰⁰	\$ 5200⁰⁰

16,400

BID SCHEDULE D
 SIGNALIZATION IMPROVEMENTS
 ARAPAHO ROAD

Item No.	Bid Quantity	Unit	Item Description and Unit Price In Words	Unit Price	Amount Bid
420	18 6	EA.	Furnish and install 12" - 3 section signal head (Type V3). POLYCARBONATE TRAFFIC SIGNAL WITH TUNNEL VISOR, COLOR BLACK, LENS CONFIGURATION: RED, YELLOW, GREEN (manufacturer: TRAFFIC CONTROL TECHNOLOGY).	\$ <u>300⁰⁰</u>	\$ 5400⁰⁰ 1800.00

Complete in Place, for the Sum of

Three hundred
dollars
no cents per unit

421	12 8	EA.	Furnish and install 12" - 4 section signal head (Type VLT). POLYCARBONATE TRAFFIC SIGNAL WITH TUNNEL VISORS, COLOR BLACK, W/ FIBEROPTIC DUAL INDICATION LEFT (RIGHT) TURN SIGNAL LENS CONFIGURATION : RED, YELLOW, GREEN, LEFT TURN FIBEROPTIC DUAL INDICATION YELLOW AND GREEN ARROW (manufacturer: TCT).	\$ <u>800⁰⁰</u>	\$ 9600⁰⁰ 6400.00
-----	--------------------	-----	--	----------------------------	--

Complete in Place, for the Sum of

eight hundred
dollars
no cents per unit

BID SCHEDULE D
 SIGNALIZATION IMPROVEMENTS
 ARAPAHO ROAD

Item No.	Bid Quantity	Unit	Item Description and Unit Price In Words	Unit Price	Amount Bid
422	10	EA.	Furnish and install 12" - 4 section signal head (Type V4RT POLYCARBONATE TRAFFIC SIGNAL WITH TUNNEL VISORS, COLOR BLACK, W/ FIBEROPTIC DUAL INDICATION LEFT (RIGHT) TURN SIGNAL LENS CONFIG., LENS CONFIG.: RED, YELLOW, GREEN, RIGHT TURN FIBEROPTIC DUAL INDICATION YELLOW AND GREEN ARROW. (mfg. TCT)	\$ 800⁰⁰	\$ 8000⁰⁰

Complete in Place, for the Sum of

Eight Hundred
dollars
No cents per unit

423	18 6	EA.	Furnish and install vacuum formed backplate, 3 section 12" TCT. Desc: BK-1003-C (mfg.: Pelco).	\$ 50⁰⁰	\$ 900⁰⁰ 300.00
-----	--------------------	-----	--	-------------------------------	--

Complete in Place, for the Sum of

Fifty
dollars
No cents per unit

424	22 8	EA.	Furnish and install vacuum formed backplate, 4 section 12" TCT. Desc.: BK-1004-C (mfg.: Pelco)	\$ 55⁰⁰	\$ 1210⁰⁰ 440.00
-----	--------------------	-----	--	-------------------------------	---

Complete in Place, for the Sum of

Fifty Five
dollars
No cents per unit

740.00

BID SCHEDULE D
 SIGNALIZATION IMPROVEMENTS
 ARAPAHO ROAD

Item No.	Bid Quantity	Unit	Item Description and Unit Price In Words	Unit Price	Amount Bid
425	18 6	EA.	Furnish and install 3 section Astro Brac w/29" bands. Desc.: AB-0116-3-29 (mfg.: Pelco). Complete in Place, for the Sum of <u>Eighty Five</u> dollars <u>no</u> cents per unit	\$ <u>85⁰⁰</u>	\$ 1530⁰⁰ 510.00
426	22 8	EA.	Furnish and install 4 section Astro Brac w/29" bands. Desc.: AB-0116-4-29 (mfg. Pelco). Complete in Place, for the Sum of <u>ninety</u> dollars <u>no</u> cents per unit	\$ <u>90⁰⁰</u>	\$ 1980⁰⁰ 720.00
427	22 8	EA.	Furnish and install pedestrian signal head w/mounting hardware. INCANDESCENT 1 SECTION CAST ALUMINUM SIGNAL COLOR BLACK W/A SINGLE PIECE DOUBLE PARABOLIC REFLECTOR, A TWO COLOR SYMBOL MESSAGE LENS, A SINGLE PIECE ALUMINUM SWING DOWN DOOR FRAME, A BLANKOUT Z-CRATE TYPE SUN VISOR, TWO A21 LONG LIFE TRAFFIC SIGNAL LAMPS, AND CLAMSHELL TYPE MOUNTING. (Mfg.: IDC/Indicator Controls). Complete in Place, for the Sum of <u>three hundred</u> dollars <u>no</u> cents per unit	\$ <u>300⁰⁰</u>	\$ 6600⁰⁰ 2400.00

BID SCHEDULE D
SIGNALIZATION IMPROVEMENTS
ARAPAHO ROAD

Item No.	Bid Quantity	Unit	Item Description and Unit Price In Words	Unit Price	Amount Bid
428	1,672 587	L.F.	Furnish and install Belden 8281 coax cable. Complete in Place, for the Sum of <u>two</u> dollars <u>twenty</u> cents per unit	\$ <u>2²⁰</u>	\$ 3,678⁴⁰ 1,291.40
429	1,843 638	L.F.	Furnish and install 4 Cndr Opticom Cable. Desc.: MODEL M138 (Mfg.: 3M). Complete in Place, for the Sum of <u>one</u> dollars <u>ten</u> cents per unit	\$ <u>1¹⁰</u>	\$ 2,027⁷⁰ 701.80
430	1,038 393	L.F.	Furnish and install 5 conductor signal cable (#12 AWG)(IMSA 20-1). Complete in Place, for the Sum of <u>one</u> dollars <u>ten</u> cents per unit	\$ <u>1¹⁰</u>	\$ 1,141⁸⁰ 432.30
431	862 285	L.F.	Furnish and install 7 conductor signal cable (#12 AWG)(IMSA 20-1) Complete in Place, for the Sum of <u>one</u> dollars <u>twenty five</u> cents per unit	\$ <u>1²⁵</u>	\$ 1,077⁵⁰ 356.25

BID SCHEDULE D
SIGNALIZATION IMPROVEMENTS
ARAPAHO ROAD

Item No.	Bid Quantity	Unit	Item Description and Unit Price In Words	Unit Price	Amount Bid
432	1,792 581	L.F.	Furnish and install 3 conductor signal cable (#14 AWG)(IMSA 20-1). Complete in Place, for the Sum of <u>no</u> dollars <u>seventy</u> cents per unit	\$ <u>0⁷⁰</u>	\$ 1254⁴⁰ 410.90
433	699	L.F.	Furnish and install 5 conductor railroad cable (#12 AWG)(IMSA 20-1). Complete in Place, for the Sum of <u>one</u> dollars <u>ten</u> cents per unit	\$ <u>1¹⁰</u>	\$ <u>768⁹⁰</u>
434	1,462 467	L.F.	Furnish and install 16 conductor signal cable (#12 AWG)(IMSA 20-1). Complete in Place, for the Sum of <u>two</u> dollars <u>twenty</u> cents per unit	\$ <u>2²⁰</u>	\$ 3216⁴⁰ 1027.40
435	22 8	EA.	Furnish and install pedestrian push button & R10-4b sign assembly. Desc.: MODEL SE-2013 PUSH BUTTON STATION ASSY. WITHOUT CABLE GUIDE, FREEZE PROOF - 9"X12", 2" PUSH BUTTON, COLOR: BURSHING BROWN (Mfg.: Pelco). Complete in Place, for the Sum of <u>one hundred ten</u> dollars <u>no</u> cents per unit	\$ <u>110⁰⁰</u>	\$ 2400⁰⁰ 880.00

BID SCHEDULE D
 SIGNALIZATION IMPROVEMENTS
 ARAPAHO ROAD

Item No.	Bid Quantity	Unit	Item Description and Unit Price In Words	Unit Price	Amount Bid
436	11 4	EA.	Furnish and install Opticom Directional Sensors (w/mounting bracket). Desc.: MODEL M511 OPTICOM OPTICAL DETECTOR (Mfg.: 3M), Complete in Place, for the Sum of <u>six hundred</u> dollars <u>no</u> cents per unit	\$ 600⁰⁰	\$ 6600⁰⁰ 2400.00
437	6 2	EA.	Furnish and install Opticom Discriminator Module. Desc.: MODEL M562 (Mfg.: 3M). Complete in Place, for the Sum of <u>Two Thousand</u> dollars <u>no</u> cents per unit	\$ 2000⁰⁰	\$ 12000⁰⁰ 4000.00
438	3	EA.	Furnish ^{INSTALL} portable personal interface upload/download personal computer with accessories. Complete in Place, for the Sum of <u>Thirty Five Hundred</u> dollars <u>no</u> cents per unit	\$ 3500⁰⁰	\$ 10500⁰⁰
439	3	EA.	Install portable personal interface upload/download personal computer with accessories, Complete in Place, for the Sum of <u>Fifteen Thousand</u> dollars <u>No</u> cents per unit	\$ 15,000.00	\$ 45,000.00

BID SCHEDULE D
 SIGNALIZATION IMPROVEMENTS
 ARAPAHO ROAD

Item No.	Bid Quantity	Unit	Item Description and Unit Price In Words	Unit Price	Amount Bid
440	2 1	EA.	Furnish and install 8-phase NEMA TS-2 Type 1 controller assembly. Controller unit: Econolite ASC/2-1000 Actuated Controller Timer OR Peek/Transyt MODEL 3000 Controller Timer (Mfg.: Peek Traffic (Transyt), Inc.) Video Detection: Peek Video Trak 900 Detection system (4 inputs) OR Autoscope 2004LE detection system. Not required: NEMA TS-2 Card Rack 2-channel detectors.	\$ <u>35000⁰⁰</u>	\$ 105,000⁰⁰ 35,000.00

Complete in Place, for the Sum of

thirty five thousand
dollars
no cents per unit

441	11 4	EA.	Furnish and install Video Camera with mounting brackets, cables, junction box and BNC connectors.	\$ <u>2800⁰⁰</u>	\$ 30,800⁰⁰ 11,200.00
-----	--------------------	-----	---	-----------------------------	--

Complete in Place, for the Sum of

twenty eight hundred
dollars
no cents per unit

442	3	EA.	Furnish TV Monitor with ruggedized case/cables.	\$ 1,000.00	\$ 3,000.00
-----	---	-----	---	------------------------	------------------------

Complete in Place, for the Sum of

One Thousand
dollars
No cents per unit

46,200.00
Addendum 4

BID SCHEDULE D
 SIGNALIZATION IMPROVEMENTS
 ARAPAHO ROAD

Item No.	Bid Quantity	Unit	Item Description and Unit Price In Words	Unit Price	Amount Bid
443	3	EA	Install TV Monigor with ruggedized case/cables. Complete in Place, for the Sum of <u>FIVE HUNDRED</u> dollars <u>NO</u> cents per unit	\$ 500⁰⁰	\$ 1500⁰⁰
444	2	EA.	Connect to existing Railroad Controller Complete in Place, for the Sum of <u>one thousand</u> dollars <u>no</u> cents per unit	\$ 1000⁰⁰	\$ 2000⁰⁰
445	1	LS	Adjustment of City of Dallas Traffic Signals at the intersection of Arapaho Road and Dallas North Tollway. Complete in Place, for the Sum of <u>fifteen thousand</u> dollars <u>no</u> cents per unit	\$ 15000⁰⁰	\$ 15000⁰⁰
446	1	EA.	Furnish and deliver to Town Service Center, Controller Cabinet Assembly, in accordance with Traffic Signal Specifications 15.0 to 15.23. Exterior color of cabinet to be dark bronze, Complete in Place, for the Sum of <u>seventeen thousand</u> dollars <u>no</u> cents per unit	\$ 17000⁰⁰	\$ 17000⁰⁰

BID SCHEDULE D
 SIGNALIZATION IMPROVEMENTS
 ARAPAHO ROAD

Bid No.	Quantity	Unit	Item Description and Unit Price In Words	Unit Price	Amount Bid
7	1	EA.	Furnish and deliver to Town Service Center, Video Tracking Unit in accordance with Traffic Signal Specifications 16.0, Complete in Place, for the Sum of <u>twenty thousand</u> dollars <u>no</u> cents per unit	\$ 20,000⁰⁰	\$ 20,000⁰⁰
8	1	EA.	Furnish and deliver to Town Service Center, 62 PIN I/O Cable in accordance with Traffic Signal Specifications 16.0, Complete in Place, for the Sum of <u>three hundred</u> dollars <u>no</u> cents per unit	\$ 300⁰⁰	\$ 300⁰⁰
449	1	EA.	Furnish and deliver to Town Service Center, Camera Interface Panel Set-up for 6 Cameras in accordance with Traffic Signal Specifications 16.0, Complete in Place, for the Sum of <u>six hundred</u> dollars <u>no</u> cents per unit	\$ 600⁰⁰	\$ 600⁰⁰
	1	EA.	Furnish and deliver to Town Service Center, BNC Connector in accordance with Traffic Signal Specification 16.0, Complete in Place, for the Sum of <u>FIVE</u> dollars <u>No</u> cents per unit	\$ 5⁰⁰	\$ 5⁰⁰

BID SCHEDULE D
SIGNALIZATION IMPROVEMENTS
ARAPAHO ROAD

Item No.	Bid Quantity	Unit	Item Description and Unit Price In Words	Unit Price	Amount Bid
151	1	EA.	Furnish and deliver to Town Service Center, Power Conditioner for VTU in accordance with Traffic Signal Specification 16.0, Complete in Place, for the Sum of <u>three hundred</u> dollars <u>no</u> cents per unit	\$ 300.⁰⁰	\$ 300.⁰⁰
452	2 1	EA.	Install Underground Service, Pedestal and Meter, supplied by T.U. Electric, Complete in Place, for the Sum of <u>twelve hundred</u> dollars <u>no</u> cents per unit	\$ 1200.⁰⁰	\$ 2400.⁰⁰ 1200.00

TOTAL AMOUNT OF BID FOR MATERIALS AND SERVICES SCHEDULE D, SIGNALIZATION IMPROVEMENTS, ITEMS 401 THROUGH 452, INCLUSIVE \$ ~~419,111.⁰⁰~~ 98,239.25 ✓
say \$ 98,239.

1200.00

10-1-98

DART TRANSIT CENTER - QUANTITIES for Deceleration Lanes

Lane @ 44+37 = 2,830 ft²

Lane @ 48+89 = $\frac{2,730 \text{ ft}^2}{5,560 \text{ ft}^2}$ 618 sq yd

Item	Quan	Unit	Description	Unit Price	Cost
106	618	SY	10" R.C. Pavement	29.65	18,323.70 ✓
108	618	SY	6" Lime Stab. Sub.	1.50	927.00
109	9.3	TONS	Hydrated Lime	100.00	930.00
118	33	EA.	6" ref. jiggle bars	13.00	429.00
					<u>429.00</u>
					\$ 20,609.70

TREES:

521	25	EA	4" Oak Trees	\$ 1,000.00	\$ 25,000.00
-----	----	----	--------------	-------------	--------------

Jiggle Bars: $\frac{160'}{10} = 16+1 = 17$ Bars

$\frac{150'}{10} = 15+1 = 16$ Bars
33 bars



PUBLIC WORKS DEPARTMENT

(972) 450-2871

October 2, 1998

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

A. Rene Rodriguez, AIA, Project Manager
DART Facilities Engineering
P.O. Box 660163
Dallas, TX 75266-7208

Re: Reimbursement Under Transit Center Interlocal Agreement

Dear Mr. Rodriguez:

This is to request reimbursement for the installation of the water and sewer lines to serve the transit center, (construction essentially complete) in accordance with section 3.07 of our interlocal agreement.

I have attached a copy of the construction plans, highlighted to show the facilities for which reimbursement is requested, a copy of our contractor's pay request that shows the unit prices for the job, as well as a tabulation of the applicable quantities and bid prices from our construction contract for the water and sewer facilities. Even though item 326 has not yet been performed, it will be soon, and I would like to include it in this reimbursement request. Based upon the above, this is to request reimbursement of \$65,656.20. Our invoice for this amount is attached.

Future costs to be invoiced to DART, as construction is completed, as per the interlocal agreement, are estimated as follows:

• 25 4" Caliper Oak Trees	\$25,000	} \$143,080
• Deceleration Lanes	\$20,610	
• Traffic Signal	\$97,470	

Please call me at 972-450-2879 if you have any questions concerning this matter.

Very truly yours,

Town of Addison

James C. Pierce, Jr.
James C. Pierce, Jr., P.E., DEE
Assistant City Engineer

*Sandra - Please
Put in Arapaho account
Jim
10-19-98*

cc: John Baumgartner, Director of Public Works

Enclosures

*cc to Sandra Goforth with
Letter only, with check for \$ 65,656.20*

0416455

NDOR 100371 TOWN OF ADDISON

DATE 10/15/98 00416455

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
627	10/02/98	INV.#10627	65656.20		65656.20
Dallas Area Rapid Transit Box 660163 Dallas, Texas 75266-7222 749-3278			TOTAL		65656.20

WARNING: THIS DOCUMENT HAS UV FIBERS, WATER MARK ON REVERSE SIDE AND MICRO-PRINTED SIGNATURE LINE.

NationsBank
NationsBank of Texas, N.A

0416455



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222

VOID AFTER 60 DAYS

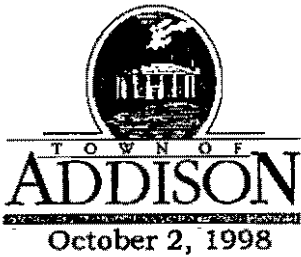
PAY EXACTLY \$***65,656 DOLLARS AND 20 CENTS

DATE 10/15/98 AMOUNT \$***65,656.20

TOWN OF ADDISON 100371
ATTN: JIM PIERCE
P.O. BOX 9010
ADDISON TX 75001-9010

K. Cleveland
Kevin Hillis
AUTHORIZED SIGNATURE

⑈0416455⑈ ⑆111901302⑆ ⑈1254840798⑈



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

A. Rene Rodriguez, AIA, Project Manager
DART Facilities Engineering
P.O. Box 660163
Dallas, TX 75266-7208

Re: Reimbursement Under Transit Center Interlocal Agreement

Dear Mr. Rodriguez:

This is to request reimbursement for the installation of the water and sewer lines to serve the transit center, (construction essentially complete) in accordance with section 3.07 of our interlocal agreement.

I have attached a copy of the construction plans, highlighted to show the facilities for which reimbursement is requested, a copy of our contractor's pay request that shows the unit prices for the job, as well as a tabulation of the applicable quantities and bid prices from our construction contract for the water and sewer facilities. Even though item 326 has not yet been performed, it will be soon, and I would like to include it in this reimbursement request. Based upon the above, this is to request reimbursement of \$65,656.20. Our invoice for this amount is attached.

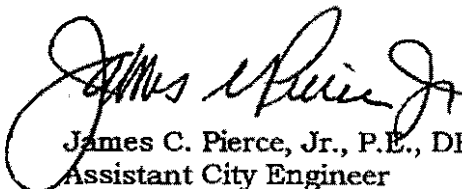
Future costs to be invoiced to DART, as construction is completed, as per the interlocal agreement, are estimated as follows:

- | | |
|---------------------------|----------|
| • 25 4" Caliper Oak Trees | \$25,000 |
| • Deceleration Lanes | \$20,610 |
| • Traffic Signal | \$97,470 |

Please call me at 972-450-2879 if you have any questions concerning this matter.

Very truly yours,

Town of Addison


James C. Pierce, Jr., P.E., DEE
Assistant City Engineer

cc: John Baumgartner, Director of Public Works

Enclosures

cc to Sandra Goforth with
Letter only, with check for \$ 65,656.20

ED BELL CONSTRUCTION COMPANY MONTHLY ESTIMATE

JOB NO. 931
 PROJECT ARAPAHO ROAD RECONSTRUCTION
 LOCATION ADDISON ROAD TO DALLAS NORTH TOLLWAY
 BID DATE JANUARY 15, 1998
 ENGINEER JAMES C. PIERCE, JR., P.E.
 OWNER CITY OF ADDISON

ESTIMATE N 5
 FROM AUGUST 1, 1998
 TO AUGUST 31, 1998

ITEM	UNIT	BID QUANTITY	DESCRIPTION	BID PRICE	TOTAL COST	QUANTITY THIS MONTH	AMOUNT	QUANTITY TO DATE	AMOUNT
101	MO	14.00	BARRICADES SIGNS & TRAFF CTRL	5000.00	70000.00	1.00	5000.00	5.00	25000.00
102	STA	37.00	PREP ROW	750.00	27750.00	6.00	4500.00	21.00	15750.00
103	SY	12764.00	REM & DISP OF EX CONC PAVE	7.50	95730.00	1638.00	12285.00	7113.00	53347.50
104	SF	9683.00	REM & DISP OF EX CONC SW	1.00	9683.00	1880.00	1880.00	5496.00	5496.00
105	CY*	13127.00	UNCLASS EXCAVATION (SCRAPER)	5.00	65635.00	3944.00	19720.00	10228.00	51140.00
106	SY*	29432.00	10in REINF CONC PAVE 650#FLEX	29.65	872658.80	0.00	0.00	0.00	0.00
107	SY*	1709.00	6in REINF CONC PAVE 650# FLEX	24.00	41016.00	0.00	0.00	0.00	0.00
108	SY	32509.00	6in LIME STAB INCL PROOFROLLIN	1.50	48763.50	15533.00	23299.50	15533.00	23299.50
109	TN	488.00	HYDRATED LIME (30 #/SY)	100.00	48800.00	274.94	27494.00	274.94	27494.00
110	LF	13296.00	6in INTEGRAL CONC CURB 650# FLE	1.50	19944.00	0.00	0.00	0.00	0.00
111	EA	15.00	MONO MEDIAN NOSE 650# FLEX	600.00	9000.00	0.00	0.00	0.00	0.00
112	SY	85.00	REINF CONC ISLAND 650# FLEX	35.00	2975.00	0.00	0.00	0.00	0.00
113	SF	2812.00	4in REINF CONC SW 3000#	2.45	6889.40	0.00	0.00	0.00	0.00
114	SY	1700.00	6in HMA TY A DETOURS	15.00	25500.00	232.00	3480.00	616.00	9240.00
115	LF	207.00	REINF CONC ST HEADER 650# FLEX	8.00	1656.00	0.00	0.00	0.00	0.00
116	EA	980.00	4in DIA REFLECT PAVE MARKER TY	5.00	4900.00	0.00	0.00	0.00	0.00
117	EA	32.00	4in DIA REFLECT PAVE MARKER TY	6.00	192.00	0.00	0.00	0.00	0.00
118	EA	311.00	6in X 6in REFLECT JIGGLE BARS WH	13.00	4043.00	0.00	0.00	0.00	0.00
119	EA	246.00	8in 2 WAY DUAL REFLECT PAVE MA	30.00	7380.00	0.00	0.00	0.00	0.00
120	EA	17.00	4in SQ REFLECT FIRE HYDRANT MA	10.00	170.00	0.00	0.00	0.00	0.00
121	LF	575.00	24in WIDE WHITE THERMOPLASTIC	7.00	4025.00	0.00	0.00	0.00	0.00
122	EA	26.00	THERMOPLASTIC ADVISORY MARK	250.00	6500.00	0.00	0.00	0.00	0.00
123	LF	12800.00	4in WIDE TEMP LANE STRIPE	0.75	9600.00	0.00	0.00	0.00	0.00
124	LF	3700.00	2in DIA PVC SCH 40 ST LIGHT COND	3.50	12950.00	0.00	0.00	0.00	0.00
125	EA	20.00	ST LIGHT FOUNDATION	420.00	8400.00	0.00	0.00	0.00	0.00
126	EA	18.00	ST LIGHT PULL BOX	250.00	4500.00	0.00	0.00	0.00	0.00
127	CY	6200.00	EXCAVA. REM & DISP OF MISC FILL	5.00	31000.00	0.00	0.00	6200.00	31000.00
128	LF	65.00	6in X 12in 3000# REINF CONC BAND	15.00	975.00	0.00	0.00	0.00	0.00
129	CY	8.00	3800# REINF CONC COMBO RET WA	850.00	6800.00	0.00	0.00	0.00	0.00
130	SF	3300.00	3600# REINF CONC RET WALL	37.50	123750.00	0.00	0.00	2465.00	92437.50

STORM SEWER SCHEDULE

201	LF	46.00	15in DIA PVC SDR 36 PIPE	120.00	5520.00	46.00	5520.00	46.00	5520.00
202	LF	34.00	CL III RCP 15in	41.00	1394.00	34.00	1394.00	34.00	1394.00
203	LF	727.00	CL III RCP 18in	48.00	34896.00	402.00	19296.00	702.00	33696.00
204	LF	156.00	CL III RCP 21in	51.00	7956.00	3.00	153.00	87.00	4437.00
205	LF	775.00	CL III RCP 24in	56.00	43400.00	192.00	10752.00	775.00	43400.00
206	LF	529.00	CL III RCP 36in	81.00	48139.00	148.00	13468.00	148.00	13468.00
207	LF	465.00	CL III RCP 39in	105.00	48825.00	85.00	8925.00	282.00	29610.00
208	LF	162.00	CL III RCP 42in	110.00	17820.00	0.00	0.00	162.00	17820.00
209	EA	1.00	TY A MANHOLE	4000.00	4000.00	0.00	0.00	0.00	0.00
210	EA	3.00	TY B MANHOLE	4500.00	13500.00	1.50	6750.00	1.50	6750.00
211	EA	1.00	DBL TY B HEADWALL 42in	2500.00	2500.00	1.00	2500.00	1.00	2500.00
212	SY	290.00	2in STONE RIP RAP TY A DRY	20.00	5800.00	290.00	5800.00	290.00	5800.00
213	SY	156.00	SOLID SOD BERMUDA GRASS, WTR	6.00	936.00	0.00	0.00	0.00	0.00
214	SY	1435.00	HYDRMULCH BERMUDA GRASS,	3.50	5022.50	0.00	0.00	0.00	0.00
215	EA	1.00	6' STD CURB INLET	1800.00	1800.00	0.50	900.00	0.50	900.00
216	EA	1.00	14' STD CURB INLET	3000.00	3000.00	0.00	0.00	0.00	0.00
217	EA	2.00	6' RECESS INLET	2000.00	4000.00	0.00	0.00	1.00	2000.00
218	EA	1.00	8' RECESS INLET	2100.00	2100.00	0.00	0.00	0.50	1050.00
219	EA	17.00	10' RECESS INLET	2400.00	40800.00	2.50	6000.00	5.50	13200.00
220	EA	2.00	12' RECESS INLET	2700.00	5400.00	0.50	1350.00	0.50	1350.00
221	EA	4.00	14' RECESS INLET	3300.00	13200.00	2.00	6600.00	2.00	6600.00
222	EA	1.00	4' X 4' TY Y INLET	1600.00	1600.00	0.50	800.00	0.50	800.00
223	LF	632.00	REM & DISP OF EX REINF CONC PIP	9.00	5688.00	45.00	405.00	128.00	1152.00
224	EA	12.00	REM & DISP OF EX INLET	500.00	6000.00	4.00	2000.00	8.00	4000.00
225	CY	1645.00	UNCLASS CHANNEL EXCAVA	7.00	10815.00	927.00	6489.00	927.00	6489.00
226	LS	1.00	TRENCH SAFETY DESIGN (ALL UTILI	1000.00	1000.00	0.00	0.00	1.00	1000.00
227	LF	2894.00	TRENCH SAFETY PROTECTION (DR	1.10	3183.40	910.00	1001.00	2236.00	2459.60
228	EA	29.00	INLET PROTECT	50.00	1450.00	0.00	0.00	0.00	0.00
229	LF	125.00	STRAW BALE DIKE	3.00	375.00	0.00	0.00	0.00	0.00
230	LF	20.00	ROCK BERM	25.00	500.00	0.00	0.00	0.00	0.00
231	LF	1050.00	SILT FENCE	1.50	1575.00	0.00	0.00	0.00	0.00
232	EA	4.00	STAB CONST ENTR	1000.00	4000.00	2.00	2000.00	2.00	2000.00

UTILITY SCHEDULE

301	LF	20.00	4in PVC DR18 CL 150 WTR PIPE	20.00	400.00	0.00	0.00	20.00	400.00
302	LF	218.00	6in PVC DR18 CL 150 WTR PIPE	25.00	5450.00	20.00	500.00	150.00	3750.00
303	LF	1220.00	8in PVC DR18 CL 150 WTR PIPE	35.00	42700.00	76.00	2660.00	1296.00	45360.00
304	EA	1.00	GATE VALVE 4in	400.00	400.00	0.00	0.00	1.00	400.00

305	EA	7.00	GATE VALVE 6in	500.00	3500.00	0.00	0.00	7.00	3500.00
306	EA	8.00	GATE VALVE 8in	700.00	5600.00	0.00	0.00	7.00	4900.00
307	EA	14.00	FIRE HYDRANT	2000.00	28000.00	4.00	8000.00	11.00	22000.00
308	LF	40.00	CONC ENCASE	25.00	1000.00	0.00	0.00	40.00	1000.00
309	EA	1.00	TAPP SLEEVE & VALVE 8in X 6in	2000.00	2000.00	0.00	0.00	1.00	2000.00
310	EA	2.00	TAPP SLEEVE & VALVE 24in X 8in	4000.00	8000.00	0.00	0.00	2.00	8000.00
311	EA	1.00	TAPP SLEEVE & VALVE 12in X 8in	3000.00	3000.00	0.00	0.00	0.00	0.00
312	EA	1.00	6in WTR METER/VAULT & BACKFLO	20000.00	20000.00	0.50	10000.00	1.00	20000.00
313	EA	2.00	1in OR 1 1/2in WTR METER BOX & B	2000.00	4000.00	1.50	3000.00	2.00	4000.00
314	EA	5.00	ADJ EX WTR VALVE COVER & STAC	125.00	625.00	0.00	0.00	0.00	0.00
315	EA	2.00	ADJ EX WTR METER BOX	125.00	250.00	0.00	0.00	0.00	0.00
316	EA	3.00	RECONNECT EX SERV	1000.00	3000.00	3.00	3000.00	3.00	3000.00
317	EA	5.00	CONNECT TO EX WTR SERV	1200.00	6000.00	4.00	4800.00	5.00	6000.00
318	LF	1458.00	TRENCH SAFETY (WATER)	1.20	1749.60	96.00	115.20	1456.00	1759.20
319	LS	1.00	PERFORM WTR TEST	1500.00	1500.00	0.40	600.00	0.70	1050.00
320	LF	497.00	SDR35 WWTR PIPE PVC 8in	50.00	24850.00	0.00	0.00	409.00	20450.00
321	EA	1.00	4' DIA MH	2000.00	2000.00	0.00	0.00	0.00	0.00
322	EA	2.00	CONNECT TO EX MH	1200.00	2400.00	0.00	0.00	2.00	2400.00
323	EA	4.00	ADJ MH TOP	500.00	2000.00	0.00	0.00	0.00	0.00
324	LF	20.00	CONC ENCASE	35.00	700.00	0.00	0.00	20.00	700.00
325	LF	497.00	TRENCH SAFETY (SANITARY SEWE	1.20	596.40	0.00	0.00	409.00	490.80
326	LF	497.00	TV INSPECT OF WWTR MAIN	1.20	596.40	0.00	0.00	0.00	0.00
327	LS	1.00	PERFORM WWTR LINE & MH TEST	500.00	500.00	0.00	0.00	0.00	0.00
328	EA	2.00	2in IRRIGATION TAP, VALVE, VALVE	2500.00	5000.00	2.00	5000.00	3.00	7500.00

ELECTRICAL SCHEDULE

401	LF	3141.00	SCH 40 PVC ELECT CONDUIT 2in	3.10	9737.10	0.00	0.00	0.00	0.00
402	LF	739.00	SCH 40 PVC ELECT CONDUIT 3in	6.00	3695.00	0.00	0.00	0.00	0.00
403	LF	163.00	SCH 40 PVC ELECT CONDUIT 4in	5.20	847.60	0.00	0.00	0.00	0.00
404	LF	70.00	SCH 40 PVC ELECT CONDUIT 4in BO	16.00	1120.00	0.00	0.00	0.00	0.00
405	LF	1070.00	2 CONDUCT #6 XHHW ELECT WIRE	1.10	1177.00	0.00	0.00	0.00	0.00
406	LF	1891.00	#6 BARE ELECT WIRE	0.60	1134.60	0.00	0.00	0.00	0.00
407	EA	28.00	TY A PULL BOX	350.00	9800.00	0.00	0.00	0.00	0.00
408	EA	3.00	TY C PULL BOX	400.00	1200.00	0.00	0.00	0.00	0.00
409	LS	3.00	ELECT SERV CONNECT	850.00	2550.00	0.00	0.00	0.00	0.00
410	EA	10.00	TRAFF SIGN R10-12 MAST ARM MO	85.00	850.00	0.00	0.00	0.00	0.00
411	EA	2.00	TRAFF SIGN R3-8 MAST ARM MOUN	110.00	220.00	0.00	0.00	0.00	0.00
412	EA	7.00	TRAFF SIGN R3-4	110.00	770.00	0.00	0.00	0.00	0.00
413	EA	8.00	SIG POLE CONC FOUNDATION TY 3	1000.00	8000.00	0.00	0.00	0.00	0.00
414	EA	4.00	SIG POLE CONC FOUNDATION TY 3	1200.00	4800.00	0.00	0.00	0.00	0.00
415	EA	3.00	CONTROLLER CABINET FOUNDATI	800.00	2400.00	0.00	0.00	0.00	0.00
416	EA	4.00	30in T BASE POLE W/32' MAST ARM	3800.00	15200.00	0.00	0.00	0.00	0.00
417	EA	4.00	30in T BASE POLE W/36' MAST ARM	4400.00	17600.00	0.00	0.00	0.00	0.00
418	EA	2.00	30in T BASE POLE W/40' MAST ARM	5000.00	10000.00	0.00	0.00	0.00	0.00
419	EA	1.00	30in T BASE POLE W/44' MAST ARM	5200.00	5200.00	0.00	0.00	0.00	0.00
420	EA	18.00	12in 3 SEC SIG HEAD TY V3	300.00	5400.00	0.00	0.00	0.00	0.00
421	EA	12.00	12in 4 SEC SIG HEAD TY VLT	800.00	9600.00	0.00	0.00	0.00	0.00
422	EA	10.00	12in 4 SEC SIGN HEAD TY V4RT	800.00	8000.00	0.00	0.00	0.00	0.00
423	EA	18.00	VACUUM FORM BACKPLATE 3 SEC	50.00	900.00	0.00	0.00	0.00	0.00
424	EA	22.00	VACUUM FORM BACKPLATE 4 SEC	55.00	1210.00	0.00	0.00	0.00	0.00
425	EA	18.00	3 SEC ASTRO BRAC W/29in BANDS	85.00	1530.00	0.00	0.00	0.00	0.00
426	EA	22.00	4 SEC ASTON BRAC W/29in BANDS	90.00	1980.00	0.00	0.00	0.00	0.00
427	EA	22.00	PED SIG HEAD W/MOUNTING HDWR	300.00	6600.00	0.00	0.00	0.00	0.00
428	LF	1672.00	BELDEN 8281 COAX CABLE	2.20	3678.40	0.00	0.00	0.00	0.00
429	LF	1843.00	4 CNDR OPTICOM CABLE	1.10	2027.30	0.00	0.00	0.00	0.00
430	LF	1038.00	5 CONDUCT SIG CABLE #12 AWG	1.10	1141.80	0.00	0.00	0.00	0.00
431	LF	862.00	7 CONDUCT SIG CABLE #12 AWG	1.25	1077.50	0.00	0.00	0.00	0.00
432	LF	1792.00	3 CONDUCT SIG CABLE #14 AWG	0.70	1254.40	0.00	0.00	0.00	0.00
433	LF	699.00	5 CONDUCT SIG CABLE #12 AWG	1.10	768.90	0.00	0.00	0.00	0.00
434	LF	1462.00	16 CONDUCT SIG CABLE #12 AWG	2.20	3216.40	0.00	0.00	0.00	0.00
435	EA	22.00	PED PUSH BUTTON & T10 4B SIGN	110.00	2420.00	0.00	0.00	0.00	0.00
436	EA	11.00	OPTICOM DIRECT SENSORS	600.00	6600.00	0.00	0.00	0.00	0.00
437	EA	6.00	OPTICOM DISCRIMINATOR MODULE	2000.00	12000.00	0.00	0.00	0.00	0.00
438	EA	3.00	INSTALL PORT PER INTERFACE UPL	3500.00	10500.00	0.00	0.00	0.00	0.00
439	EA	3.00	FURNISH PORT PER INTERFACE UP	15000.00	45000.00	0.00	0.00	0.00	0.00
440	EA	3.00	8 PH NEMA TS-2 TY 1 CTRL ASSY	35000.00	105000.00	0.00	0.00	0.00	0.00
441	EA	11.00	VIDEO CAMERA W/MOUNT HDWR	2800.00	30800.00	0.00	0.00	0.00	0.00
442	EA	3.00	TV MONITOR FURN	1000.00	3000.00	0.00	0.00	0.00	0.00
443	EA	3.00	TV MONITOR INSTL	500.00	1500.00	0.00	0.00	0.00	0.00
444	EA	2.00	CONNECT TO EX RR CTRL	1000.00	2000.00	0.00	0.00	0.00	0.00
445	LS	1.00	ADJ OF CITY TRAFF SIGS AT INTER	15000.00	15000.00	0.00	0.00	0.00	0.00
446	EA	1.00	CONTROLLER CABINET ASSY (BRO	17000.00	17000.00	0.00	0.00	0.00	0.00
447	EA	1.00	VIDEO TRACKING UNIT	20000.00	20000.00	0.00	0.00	0.00	0.00
448	EA	1.00	62 PIN I/O CABLE	300.00	300.00	0.00	0.00	0.00	0.00
449	EA	1.00	CAMERA INTERFACE PANEL (6 CAM	600.00	600.00	0.00	0.00	0.00	0.00
450	EA	1.00	BNC CONNECTOR	5.00	5.00	0.00	0.00	0.00	0.00
451	EA	1.00	POWER CONDITIONER FOR VTU	300.00	300.00	0.00	0.00	0.00	0.00
452	EA	2.00	UNDERGROUND SVC, PEDESTAL, A	1200.00	2400.00	0.00	0.00	0.00	0.00

LANDSCAPE SCHEDULE

501	SF*	3950.00	BRICK PAVERS ON ASPH BASE ON	10.50	41475.00	0.00	0.00	0.00	0.00
502	SF	9800.00	CONC PAVING (SANDBLAST)ARAP	7.00	68600.00	0.00	0.00	0.00	0.00

503	SF	3490.00	CONC CROSSWALKS W/SANDBLAS	6.25	21812.50	0.00	0.00	0.00	0.00
504	SF*	4000.00	QUORUM DR/BRICK ON 4in CONC S	8.50	34000.00	0.00	0.00	0.00	0.00
505	SF*	8763.00	DBL ROW BRICK BAND ON CONCRE	9.00	78867.00	0.00	0.00	0.00	0.00
506	SF	44268.00	SPECIAL SW CONC DIAG PATTERN/	4.75	210368.00	0.00	0.00	0.00	0.00
507	LF*	9780.00	1/4in FIBROUS EXPAND JOINT W/BA	3.10	30318.00	0.00	0.00	0.00	0.00
508	LF	385.00	1 FT WIDE CONCRETE MEDIAN/PAV	10.00	3850.00	0.00	0.00	0.00	0.00
509	EA	77.00	BEGA LIGHT FIXTURES & POLES IN	3000.00	231000.00	0.00	0.00	0.00	0.00
510	LF	3500.00	3/4in SCH 40 PVC ELECTR CONDT	2.80	9800.00	0.00	0.00	0.00	0.00
511	LF	4000.00	1in SCH 40 PVC ELECT CONDT	2.95	11800.00	0.00	0.00	0.00	0.00
512	LF	1200.00	2in SCH 40 PVC CONDT SLEEVES	3.00	3600.00	0.00	0.00	0.00	0.00
513	LF	4000.00	#6 AWG ELECT SERVICE	1.00	4000.00	0.00	0.00	0.00	0.00
514	LF	10000.00	#8 AWG ELECTR WIRE	0.50	5000.00	0.00	0.00	0.00	0.00
515	LF	2800.00	#10 AWG ELECTR WIRE	0.45	1260.00	0.00	0.00	0.00	0.00
516	EA	12.00	CAST IRON ELECT JCT BOX	600.00	7200.00	0.00	0.00	0.00	0.00
517	EA	113.00	60" TREE GRATE W/CONC EDGE & B	1900.00	214700.00	0.00	0.00	0.00	0.00
518	EA	16.00	BOLLARD W/LIGHT FIXTURE	2700.00	43200.00	0.00	0.00	0.00	0.00
519	LF	700.00	4in PERF SCH 40 PVC FRENCH DRAI	17.00	11900.00	0.00	0.00	0.00	0.00
520	LF	4500.00	NON-PERF PVC PIPE CONNECTED T	15.00	67500.00	0.00	0.00	0.00	0.00
521	EA	125.00	100 GAL 4in RED OAK	1000.00	125000.00	0.00	0.00	0.00	0.00
522	EA	132.00	12 FT FOSTER HOLLY	1000.00	132000.00	0.00	0.00	0.00	0.00
523	SF	504.00	ASIAN JASMINE 4in POTS, QUORUM	2.00	1008.00	0.00	0.00	0.00	0.00
524	SF	21662.00	BERMUDA SOD (TEX TURF 10)	0.50	10931.00	0.00	0.00	0.00	0.00
525	SF	2275.00	ASIAN JASMINE 4in POTS, MEDIANS	2.00	4550.00	0.00	0.00	0.00	0.00
526	EA	2.00	2in HERSEY WATER METERS W/TAP	2000.00	4000.00	0.00	0.00	0.00	0.00
527	EA	2.00	2in FEBCO 805-Y DBL CHECK VALVE	1000.00	2000.00	0.00	0.00	0.00	0.00
528	EA	1.00	RAINMASTER DX-2 STAINLESS STE	15000.00	15000.00	0.00	0.00	0.00	0.00
529	LS	1.00	ELECTRICAL SERVICE CONNECTIO	1500.00	1500.00	0.00	0.00	0.00	0.00
530	EA	214.00	RAIN-BIRD 1402 PRESS COMP BUBB	5.00	1070.00	0.00	0.00	0.00	0.00
531	EA	318.00	TORO 57DZ-40 TURF HEADS IN MED	6.00	1908.00	0.00	0.00	0.00	0.00
532	EA	227.00	TORO 570 MPR NOZZLES W/HARDIE	13.00	2951.00	0.00	0.00	0.00	0.00
533	LF	1160.00	4in SCH 40 PVC SLEEVES	5.10	5916.00	0.00	0.00	0.00	0.00
534	LF	5260.00	2 1/2in SCH 40 PVC SLEEVES (TREE	3.10	16306.00	0.00	0.00	0.00	0.00
535	EA	3.00	WEATHERMATIC 11000 SERIES 1 R	100.00	300.00	0.00	0.00	0.00	0.00
536	EA	7.00	WEATHERMATIC 11000 SERIES 1 1/	150.00	1050.00	0.00	0.00	0.00	0.00
537	EA	8.00	WEATHERMATIC 11000 SERIES 2in	200.00	1600.00	0.00	0.00	0.00	0.00
538	LF	18100.00	ELECTRICAL VALVE WIRING 14 GA	0.10	1810.00	0.00	0.00	0.00	0.00
539	LF	350.00	2.5in SCH 40 PVC MAIN LINE	3.30	1155.00	0.00	0.00	0.00	0.00
540	EA	18.00	SPEARS 2in BALL VALVES	50.00	900.00	0.00	0.00	0.00	0.00
541	EA	4.00	BUCKNER 30A QCV W/VALVE BOX	200.00	800.00	0.00	0.00	0.00	0.00
542	LF	80.00	2.5in CLASS 200 PVC PIPE	3.50	280.00	0.00	0.00	0.00	0.00
543	LF	1120.00	2in CLASS 200 PVC PIPE	2.20	2464.00	0.00	0.00	0.00	0.00
544	LF	1360.00	1 1/2in PVC PIPE	2.00	2720.00	0.00	0.00	0.00	0.00
545	LF	3220.00	1 1/4in PVC PIPE	1.80	5796.00	0.00	0.00	0.00	0.00
546	LF	4000.00	1in PVC PIPE	1.70	6800.00	0.00	0.00	0.00	0.00
547	LF	3400.00	3/4in PVC PIPE	1.60	5440.00	0.00	0.00	0.00	0.00
548	EA	109.00	60" TREE GRATE, R-8838-A (DEDUCT	(300.00)	(32,700.00)	0.00	0.00	0.00	0.00
550	LF	1750.00	3/4" PVC CONDUIT TO TREE WELLS	2.95	5162.50	0.00	0.00	0.00	0.00

Change Order #1

CY	560.00	REM/REPL PEA GRAVEL	9.58	5364.80	0.00	0.00	560.00	5364.80
----	--------	---------------------	------	---------	------	------	--------	---------

Change Order #2

LS	1.00	ABANDON EXISTING WATER SERVIC	490.00	490.00	0.00	0.00	0.00	0.00
LS	1.00	EXPLORATION AT ADDISON/ARAPAH	1255.00	1255.00	0.00	0.00	0.00	0.00
LS	1.00	CONNECT SWB ROOF DRAINS	700.00	700.00	0.00	0.00	0.00	0.00

LS	0.00	MATERIAL ON HAND, UTILITIES	1.00	0.00	0.00	0.00	0.00	0.00
LS	0.00	MATERIAL ON HAND, LANDSCAPE	1.00	0.00	0.00	0.00	10263.16	10263.16
LS	0.00	MATERIAL ON HAND, TREE GRATES	1.00	0.00	0.00	0.00	52358.00	52358.00

I certify that this monthly estimate is a true representation of the work performed on this contract.

 V.P.
Ed Bell Construction Company

Sept. 9, 1998
Date

Reviewed By:


Town of Addison Public Works Inspector

9/17/98
Date

Approved By:


Town of Addison Assistant City Engineer

9-17-98
Date

3,948,086.80	MONTH	237,436.70	TO DATE	788,246.06
	DEDUCTIONS	0.00	DEDUCTIONS	0.00
	SUB TOTAL	237,436.70	SUB TOTAL	788,246.06
	RETAINAGE		RETAINAGE	
	5%	11,871.84	5%	38,412.30
	SUB TOTAL	225,564.86	PREV PAY	504,268.89
			AMT DUE	225,564.87

block buildings presently situated on such property that must be removed to permit construction of Arapaho Road.

3.02. Upon completion of the Transit Center construction, the vacant area of the Transit Center site shall be seeded and graded to drain towards Arapaho Road by DART with thirty five percent (35%) of the cost thereof to be paid by Addison.

3.03. In the event additional parking is required to meet building occupancy requirements of the existing-to-remain brick buildings (as determined by Addison) such additional parking shall be constructed by DART at DART's sole cost and expense.

3.04. DART, at no cost to Addison, shall convey to Addison a sidewalk easement adjacent to Arapaho Road as shown on Exhibit "B" attached hereto and incorporated herein for all pertinent purposes.

3.05. DART's contractor shall build the Transit Center up to the Construction Limit Line, including the building, the parking, site lighting and landscaping within the Transit Center site, all in compliance with the heretofore approved Transit Center design, plans and specifications.

3.06. DART shall reimburse Addison for the cost of twenty five (25) live oak trees of four inch (4") caliper to be placed on the Arapaho Road and Quorum Drive sidewalks adjacent to the Transit Center.

3.07. DART shall reimburse Addison for the cost of constructing the deceleration lanes, traffic signal at the intersection of old and new Arapaho Roads, and the water and sanitary sewer lines installed under Arapaho Road to serve the Transit Center at a cost presently estimated to be \$22,468.00.

4. **Contact Persons.** The primary contact person for DART shall be **A. Rene Rodriguez**, who may be reached at (214) 749-2910. The primary contact person for Addison shall be **James C. Pierce**, who may be reached at (972) 450-2837.

5. **Indemnification.** To the extent permitted by applicable law, Addison agrees to defend, indemnify and hold DART, its directors, officers, employees and contractors free and harmless against any claims, demands, causes of action, costs and liabilities, including attorney fees, resulting from the performance or failure of Addison, its employees, agents and contractors to perform any obligation or duty in connection with this Agreement. Likewise, to the extent permitted by applicable law, DART hereby agrees to defend, indemnify and hold Addison, its officers, employees and contractors free and harmless against any claims, demands, causes of action, costs and liabilities, including attorney fees, resulting from the performance or failure of DART to perform any obligation or duty in connection with this Agreement. In the event of joint and concurrent negligence of both DART and Addison, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party under Texas law and without waiving any defense of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

6. **Notices.** Any notice required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, in a postage paid envelope addressed to the party at the address set out below:

DART	DALLAS AREA RAPID TRANSIT P.O. Box 660163 Dallas, Texas 75266-7208 Attention: A. Rene Rodriguez
------	--

ADDISON	TOWN OF ADDISON P.O. Box 144 Addison, Texas 75001 Attention: John Baumgartner
---------	--

Either party may change its address for notice by giving notice to the other party of the new address.

7. Miscellaneous:

7.01. **Environmental Protection.** Each party shall exercise extreme care to insure that all construction work on the Transit Center and Arapaho Road complies with all laws pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act.

7.02. **Governing Law.** This Agreement is drawn and is to be construed, in accordance with the laws of the State of Texas.

7.03. **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of DART and Addison and their respective successors and assigns.

7.04. **Entirety and Amendment.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the matters addressed herein, and may be amended or supplemented only by a written instrument executed by both parties.

7.05. **Partial Invalidity.** Any portion of this Agreement being declared by law to be invalid shall not invalidate the remaining provisions which shall remain in full force and effect.

7.06. **Number and Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

7.07. **Headings.** The paragraph headings in this Agreement are intended for convenience only and shall not be taken into consideration in the construction or interpretation of this Agreement.

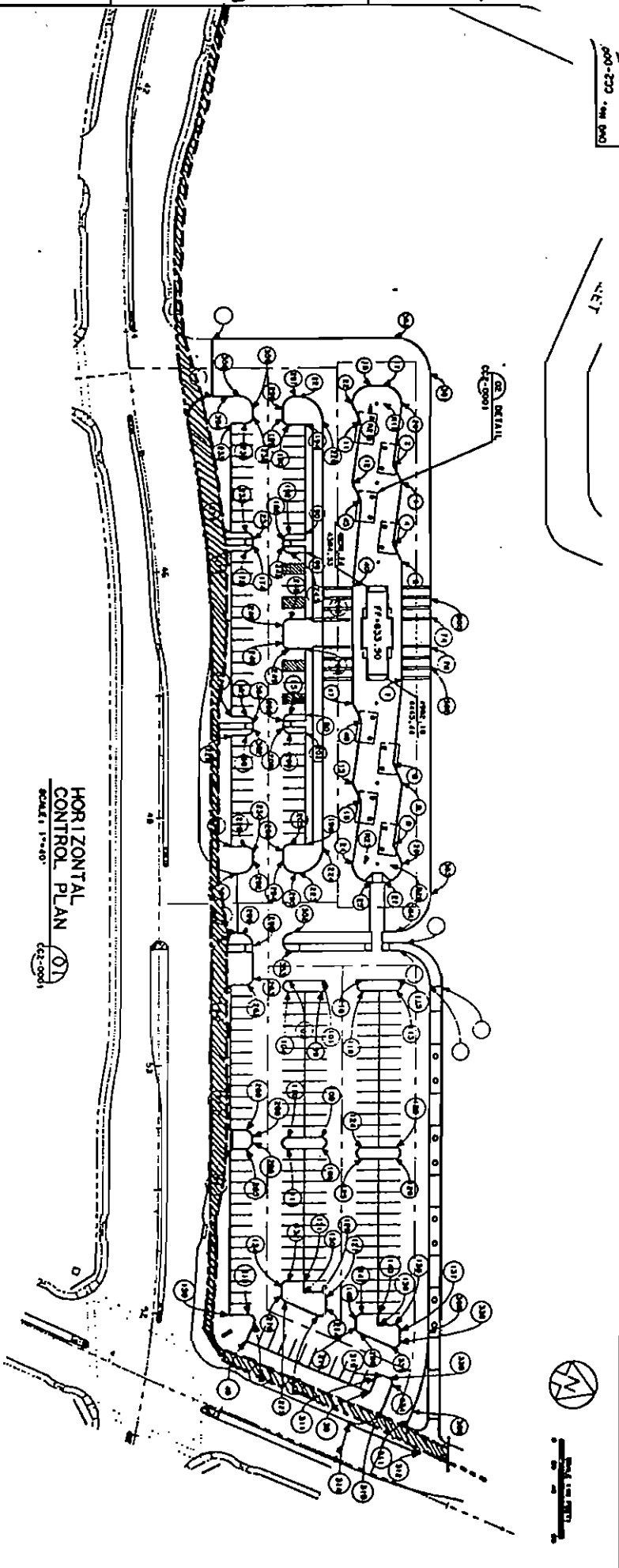
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals as of the ____ day of _____, 1997.

DALLAS AREA RAPID TRANSIT

By: _____
ROGER SNOBLE
President/Executive Director

TOWN OF ADDISON
By: Ron Whitehead
RON WHITEHEAD
City Manager

EXHIBIT B

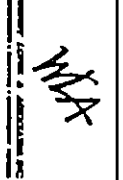


HORIZONTAL CONTROL PLAN
SCALE: 1/8"=1'-0"
01
62-0001

DATE	BY	REVISION
11-14-00	W. J. BROWN	1. INITIAL
12-15-00	W. J. BROWN	2. REVISION
12-15-00	W. J. BROWN	3. REVISION
12-15-00	W. J. BROWN	4. REVISION
12-15-00	W. J. BROWN	5. REVISION

PRELIMINARY
DATE: 08-27-00

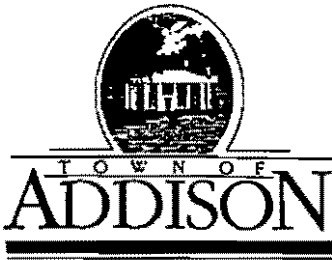
VENOT LOPEZ & ASSOC.
LOCKWOOD, ANDREWS & NEWMAN
THE PAUL GROUP
REWARD & ASSOCIATES



PROJECT	ADDISON
LOCATION	ADDISON, TEXAS
CLIENT	TRANSIT CENTER
DATE	12-15-00

NOT AN APPROVED DRAWING
95% PRE-FINAL SUBMITTAL
CONTRACT SHEET NO. 12 OF 00
ADDISON
BUS TRANSIT CENTER
HORIZONTAL CONTROL PLAN

D



TOWN OF ADDISON
 P.O. BOX 9010
 ADDISON, TEXAS 75001-9010
 TELEPHONE: 972 450-2879

STATEMENT
 NO. 10627

STATEMENT DATE
 10/2/98

Dallas Area Rapid Transit
 P.O. Box 660163
 Dallas, Texas 75266-7208
 Attn: A. Rene Rodriguez, AIA

MAIL REMITTANCE TO:
 TOWN OF ADDISON
 P.O. BOX 9010
 ADDISON, TEXAS 75001-9010
 Attn: Jim Pierce

Fold along this line

DATE	DESCRIPTION	AMOUNT
10/2/98	Reimbursement for installation of water and sewer lines for Addison Transit Center as per Interlocal Agreement	\$65,656.20

Fold along this line

PREPARED BY: Alyssa Hernandez

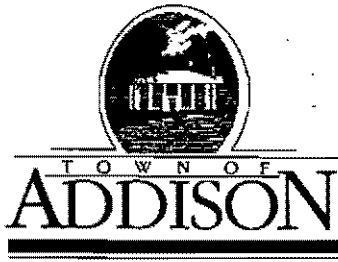
TOTAL AMOUNT DUE \$65,656.20

ACCOUNT CHARGED: 41-000-58150-42302

TERMS: Due upon receipt of Statement

TO INSURE PROPER CREDIT - RETURN REMITTANCE COPY WITH PAYMENT.

ADDRESSEE'S COPY



TOWN OF ADDISON
 P.O. BOX 144
 ADDISON, TEXAS 75001
 TELEPHONE: (214) 233-1331

STATEMENT
 NO. 10627

STATEMENT DATE
 []

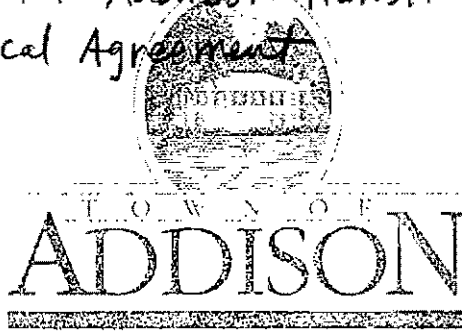
DALLAS AREA RAPID TRANSIT
 P.O. Box 660163
 Dallas, TX 75266-7208
 Attention: A. Rene Rodriguez, AIA

MAIL REMITTANCE TO
 TOWN OF ADDISON
 P.O. BOX ~~144~~ 9010
 ADDISON, TEXAS 75001-9010

Attention Jim Pierce

Fold along this line

DATE	DESCRIPTION	AMOUNT
10/2/98	Reimbursement for installation of water and sewer lines for Addison Transit Center as per Interlocal Agreement	65,656.20



Fold along this line

PREPARED BY:

TOTAL AMOUNT DUE **65,656.20**

ACCOUNT CHARGED:

TERMS: Due upon receipt of Statement

TO INSURE PROPER CREDIT - RETURN REMITTANCE COPY WITH PAYMENT.

ADDRESSEE'S COPY

John -
Please review
& comment
Jim

July 21, 1998

A. Rene Rodriguez, AIA, Project Manager
DART Facilities Engineering
P.O. Box 660163
Dallas, TX 75266-7208

Re: Reimbursement Under Transit Center Interlocal Agreement

Dear Mr. Rodriguez:

This is to request reimbursement for the installation of the water and sewer lines to serve the transit center in accordance with section 3.07 of our interlocal agreement.

I have attached a copy of the construction plans, highlighted to show the facilities for which reimbursement is requested, a copy of our contractor's pay request that shows the unit prices for the job, as well as a tabulation of the applicable quantities and bid prices from our construction contract for the water and sewer facilities. Even though item 326 has not yet been performed, it will be soon, and I would like to include it in this reimbursement request. Based upon the above, this is to request reimbursement of ~~\$66,706.20~~

65,656.20

Please call me at 972-450-2879 if you have any questions concerning this matter.

Very truly yours,

Town of Addison

Include est of paving
signals
trees

James C. Pierce, Jr., P.E., DEE
Assistant City Engineer

I would
delete item
Jim

cc: John Baumgartner, Director of Public Works

Enclosures

Send an
Invoice

Please see me.
Job

Our unit prices

DART Addison Transit Center					
Reimbursement For Water and Sewer Installation Under Interlocal Agreement					
7/21/98					
Item				Bid	Total
No.	Unit	Quantity	Description	Price	Cost
301	LF	20	4" PVC Water Pipe	\$20.00	\$400.00
302	LF	14	6" PVC Water Pipe	\$25.00	\$350.00
303	LF	1057	8" PVC Water Pipe	\$35.00	\$36,995.00
304	EA	1	4" Gate Valve	\$400.00	\$400.00
305	EA	2	6" Gate Valve	\$500.00	\$1,000.00
306	EA	4	8" Gate Valve	\$700.00	\$2,800.00
307	EA	3	Fire Hydrant	\$2,000.00	\$6,000.00
308	LF	40	Concrete Encasement	\$25.00	\$1,000.00
310	EA	1	24"X 8" Tap	\$4,000.00	\$4,000.00
318	LF	790	Trench Safety - Water Line	\$1.20	\$948.00
319	LS	0.3	Perform Water Test	\$1,500.00	\$450.00
320	LF	193	SDR35 Wastewater Pipe	\$50.00	\$9,650.00
322	EA	1	Connect to Existing MH	\$1,200.00	\$1,200.00
325	LF	193	Trench Safety - WW Line	\$1.20	\$231.60
326	LF	193	TV Inspect - WW Line	\$1.20	\$231.60
				TOTAL	\$65,656.20
/excel/dart/reimbursement.xls					

(for reference only)

block buildings presently situated on such property that must be removed to permit construction of Arapaho Road.

3.02. Upon completion of the Transit Center construction, the vacant area of the Transit Center site shall be seeded and graded to drain towards Arapaho Road by DART with thirty five percent (35%) of the cost thereof to be paid by Addison.

3.03. In the event additional parking is required to meet building occupancy requirements of the existing-to-remain brick buildings (as determined by Addison) such additional parking shall be constructed by DART at DART's sole cost and expense.

3.04. DART, at no cost to Addison, shall convey to Addison a sidewalk easement adjacent to Arapaho Road as shown on Exhibit "B" attached hereto and incorporated herein for all pertinent purposes.

3.05. DART's contractor shall build the Transit Center up to the Construction Limit Line, including the building, the parking, site lighting and landscaping within the Transit Center site, all in compliance with the heretofore approved Transit Center design, plans and specifications.

3.06. DART shall reimburse Addison for the cost of twenty five (25) live oak trees of four inch (4") caliper to be placed on the Arapaho Road and Quorum Drive sidewalks adjacent to the Transit Center.

3.07. DART shall reimburse Addison for the cost of constructing the deceleration lanes, traffic signal at the intersection of old and new Arapaho Roads, and the water and sanitary sewer lines installed under Arapaho Road to serve the Transit Center at a cost presently estimated to be \$22,468.00.

4. Contact Persons. The primary contact person for DART shall be A. Rene Rodriguez, who may be reached at (214) 749-2910. The primary contact person for Addison shall be James C. Pierce, who may be reached at (972) 450-2837.

5. Indemnification. To the extent permitted by applicable law, Addison agrees to defend, indemnify and hold DART, its directors, officers, employees and contractors free and harmless against any claims, demands, causes of action, costs and liabilities, including attorney fees, resulting from the performance or failure of Addison, its employees, agents and contractors to perform any obligation or duty in connection with this Agreement. Likewise, to the extent permitted by applicable law, DART hereby agrees to defend, indemnify and hold Addison, its officers, employees and contractors free and harmless against any claims, demands, causes of action, costs and liabilities, including attorney fees, resulting from the performance or failure of DART to perform any obligation or duty in connection with this Agreement. In the event of joint and concurrent negligence of both DART and Addison, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party under Texas law and without waiving any defense of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

6. Notices. Any notice required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, in a postage paid envelope addressed to the party at the address set out below:

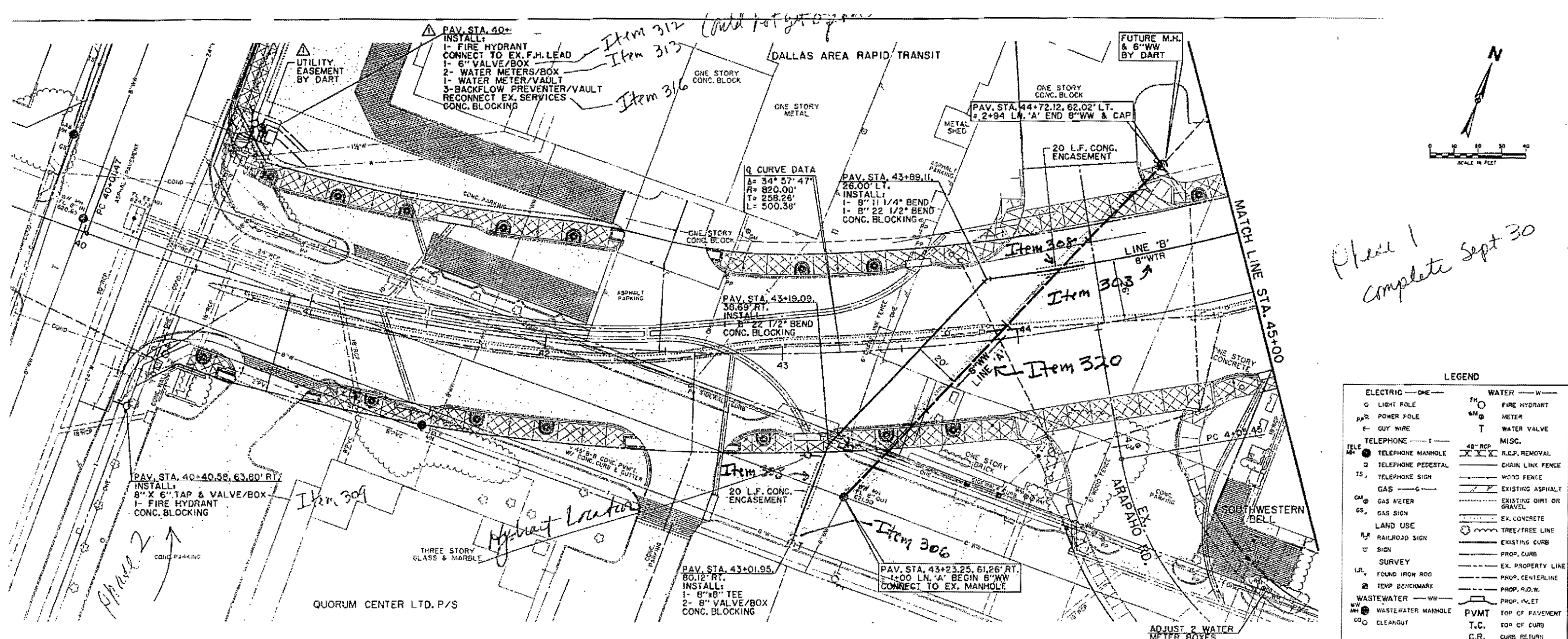
DART

DALLAS AREA RAPID TRANSIT
P.O. Box 660163
Dallas, Texas 75266-7208
Attention: A. Rene Rodriguez

ADDISON

TOWN OF ADDISON
P.O. Box 144
Addison, Texas 75001
Attention: John Baumgartner

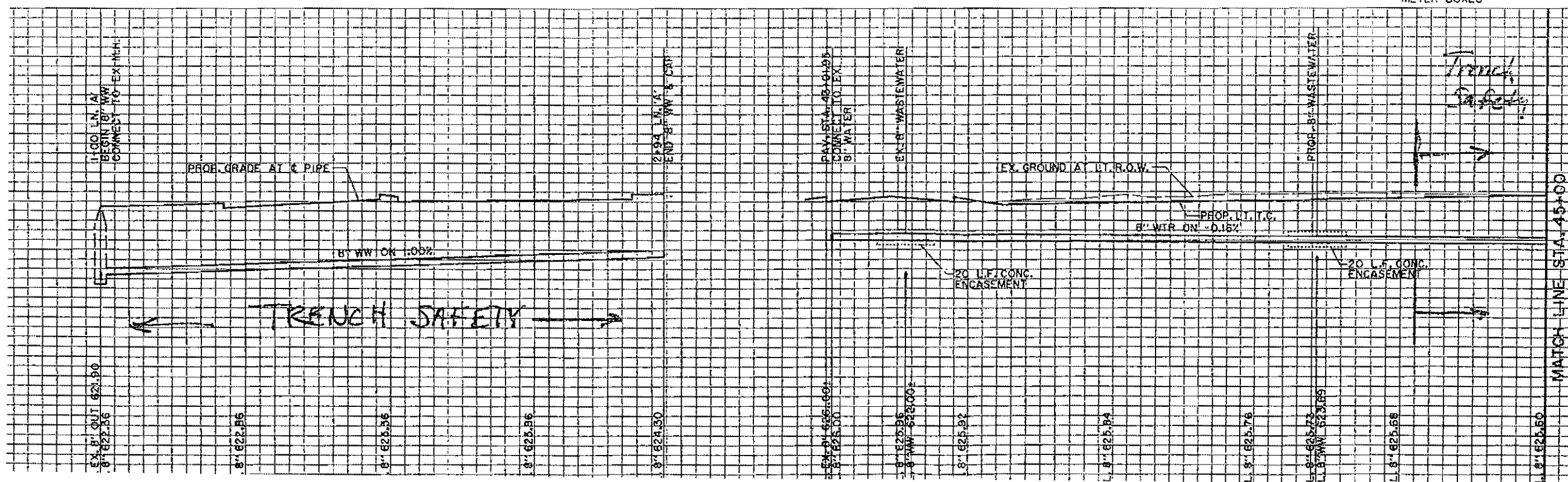
Either party may change its address for notice by giving notice to the other party of the new address.



Please complete Sept 30

LEGEND

ELECTRIC — ONE —	WATER — W —
○ LIGHT POLE	FH ○ FIRE HYDRANT
PPR POWER POLE	WM ○ METER
— GUY WIRE	T WATER VALVE
TELEPHONE — T —	MISC.
TELEPHONE MANHOLE	48" RCP
TELEPHONE PEDESTAL	CHAIN LINK FENCE
TELEPHONE SIGN	WOOD FENCE
GAS — G —	EXISTING ASPHALT
GAS METER	EXISTING DIRT OR GRAVEL
GAS SIGN	EX. CONCRETE
RAILROAD SIGN	TREE/TREE LINE
SIGN	EXISTING CURB
SURVEY	PROP. CURB
FOUND IRON ROO	EX. PROPERTY LINE
TEMP BENCHMARK	PROP. CENTERLINE
WASTEWATER — WW —	PROP. R.O.W.
WASTE-WATER MANHOLE	PROP. INLET
ELEANOUT	P.V.M.T. TOP OF PAVEMENT
	T.C. TOP OF CURB
	C.R. CURB RETURN



BENCHMARKS:

USC & GS E-921 DISK IN BRICK WALL OF OLD ADDISON SCHOOL HOUSE (MAGIC TIME MACHINE RESTAURANT) ON SOUTH WALL, 4' EAST OF CENTER OF THE ENTRANCE, 4.7' ABOVE THE GROUND, ELEV. 630.61

635 'O' ON SOUTHEAST CORNER OF CONCRETE WALK AT FRONT ENTRANCE TO 4805 ARAPAHO ROAD, ELEV. 630.61

630

625

620

615

610

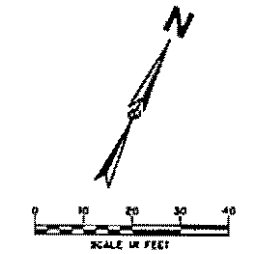
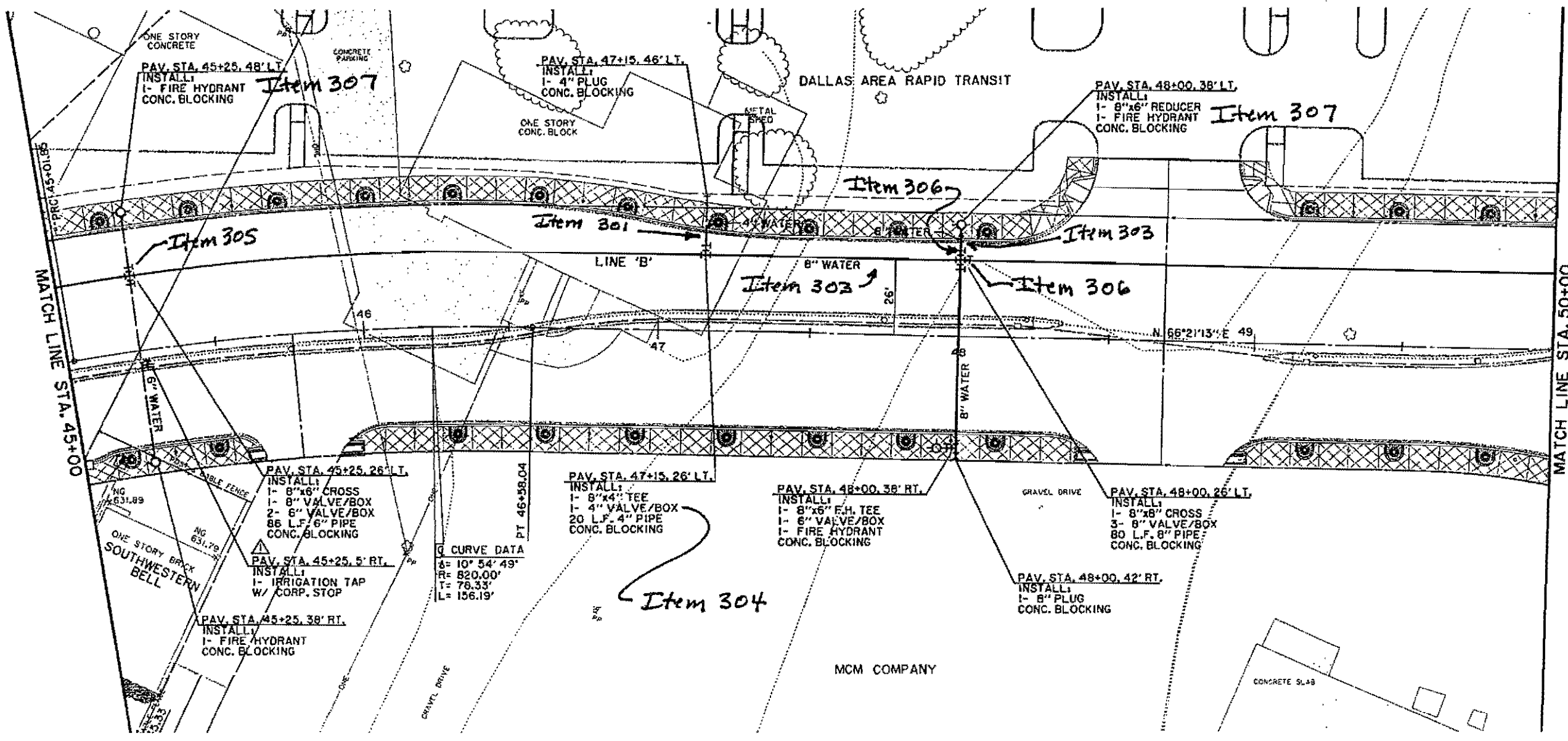
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH A. ROBERTS, P.E. 53446 ON OCTOBER 24, 1997

KENNETH A. ROBERTS
53446
REGISTERED PROFESSIONAL ENGINEER

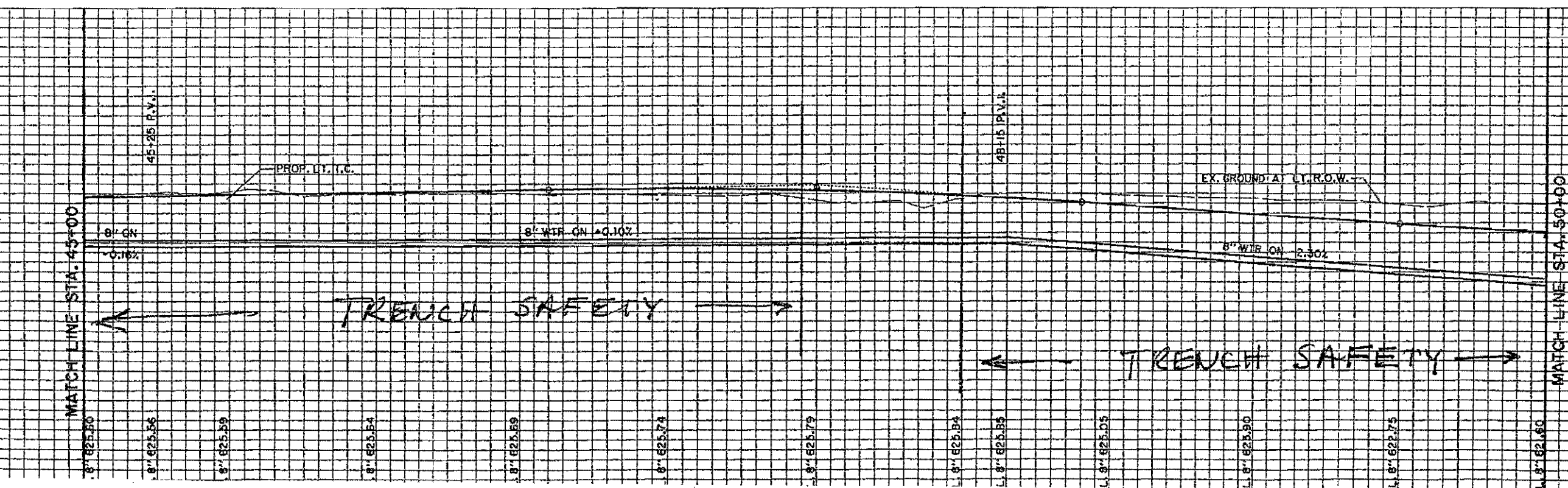
REVISOR: 1/16/98

10-24-97

WATER & WASTEWATER PLAN & PROFILE
ADDISON ROAD TO STA. 45+00
ARAPAHO ROAD
ADDISON ROAD TO DALLAS NORTH TOLLWAY



Phase 1



BENCHMARKS:

635 USC & GS E-921 DISK IN BRICK WALL OF OLD ADDISON SCHOOL HOUSE (MAGIC TIME MACHINE RESTAURANT) ON SOUTH WALL, 4' EAST OF CENTER OF THE ENTRANCE, 4.7' ABOVE THE GROUND, ELEV. 650.61

630 "□" ON SOUTHEAST CORNER OF CONCRETE WALK AT FRONT ENTRANCE TO 4805 ARAPAHO ROAD, ELEV. 630.61

625

620

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH A. ROBERTS, P.E. 55446 ON OCTOBER 24, 1997

REVISSED 1/16/98

10-24-97

WATER PLAN & PROFILE
 STA. 45+00 TO STA. 50+00
ARAPAHO ROAD
 ADDISON ROAD TO DALLAS NORTH TOLLWAY

DALLAS AREA RAPID TRANSIT

CURVE DATA
 Δ = 23° 25' 10"
 R = 900.00'
 T = 186.54'
 L = 367.87'

PAV. STA. 5+42.36.79' RT.
 INSTALL:
 1- 24"x8" TAP
 1- 8" VALVE/BOX
 10 L.F. 8" PIPE RESTRAINED JOINT
 1- 8" PLUG
 CONC. BLOCKING

TOWN OF ADDISON

PAV. STA. 52+91.23, 26' LT.
 INSTALL:
 1- 11 1/4" BEND
 CONC. BLOCKING

PAV. STA. 52+96.33, 24.86' LT.
 INSTALL:
 1- 24"x8" TAP
 1- 8" VALVE/BOX
 CONC. BLOCKING

MCI BURIED CABLE. CONTACT
 ADRIAN THEBAU 972/554-4127
 48 HOURS PRIOR TO ANY
 CONSTRUCTION IN THIS AREA.

BROOKS BURIED CABLE. CONTACT
 THERESA HARDIN 972/753-1900
 48 HOURS PRIOR TO ANY
 CONSTRUCTION IN THIS AREA.

CARRAMERICA REALTY LIMITED PARTNERSHIP

TWO STORY CONCRETE
 PARKING GARAGE

ADJUST
 VALVE BOX

Item 307
 PAV. STA. 51+05.43' LT.
 INSTALL:
 1- FIRE HYDRANT
 CONC. BLOCKING

Item 302
 6" WATER
 LINE 'B'
 8" WATER

Item 305
 PAV. STA. 51+05.26' LT.
 INSTALL:
 1- 8"x8" CROSS
 1- 8"x6" REDUCER
 1- 6" VALVE/BOX
 1- 8" VALVE/BOX
 17 L.F. 6" PIPE
 78 L.F. 8" PIPE
 CONC. BLOCKING

PAV. STA. 51+05.49' RT.
 INSTALL:
 1- 8"x8" F.H. TEE
 1- 6" VALVE/BOX
 1- FIRE HYDRANT
 CONC. BLOCKING

PAV. STA. 51+05.52' RT.
 INSTALL:
 1- 8" PLUG
 CONC. BLOCKING

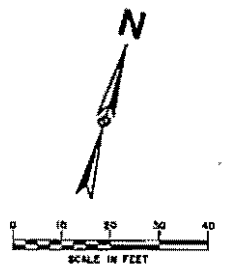
QUORUM DRIVE
 PAV. STA. 5+10.23, 37' LT.
 INSTALL:
 1- FIRE HYDRANT
 CONNECT TO EX.
 F.H. LEAD
 ADJUST VALVE BOX
 CONC. BLOCKING

MCM COMPANY

Item 317

Item 310
 more connection
 South -

Item 306



Phase 1

LEGEND

ELECTRIC — OH —	WATER — W —
○ LIGHT POLE	PH ○ FIRE HYDRANT
PP POWER POLE	MM METER
— GUY WIRE	T WATER VALVE
TELEPHONE — Y —	MISC.
TELEPHONE MANHOLE	48" RCP R.C.P. REMOVAL
TELEPHONE PEDESTAL	CHAIN LINK FENCE
TELEPHONE SIGN	WOOD FENCE
GAS	EXISTING ASPHALT
GM GAS METER	EXISTING DIRT OR GRAVEL
GS GAS SIGN	EX. CONCRETE
LAND USE	TREE/TREE LINE
RAILROAD SIGN	EXISTING CURB
SIGN	PROP. CURB
SURVEY	EX. PROPERTY LINE
IR FOUND IRON ROD	PROP. CENTERLINE
TEMP BENCHMARK	PROP. R.O.W.
WASTEWATER — WW —	PROP. INLET
WM WASTEWATER MANHOLE	PVMT TOP OF PAVEMENT
CC CLEANOUT	T.C. TOP OF CURB
	C.R. CURB RETURN

BENCHMARKS:
 USC & GS E-921 DISK IN BRICK WALL OF OLD ADDISON SCHOOL HOUSE (MAGIC TIME MACHINE RESTAURANT) ON SOUTH WALL, 4' EAST OF CENTER OF THE ENTRANCE, 4.7' ABOVE THE GROUND. ELEV. 630.61

630 'I' ON SOUTHEAST CORNER OF CONCRETE WALK AT FRONT ENTRANCE TO 4805 ARAPAHO ROAD. ELEV. 630.61

625

620

615

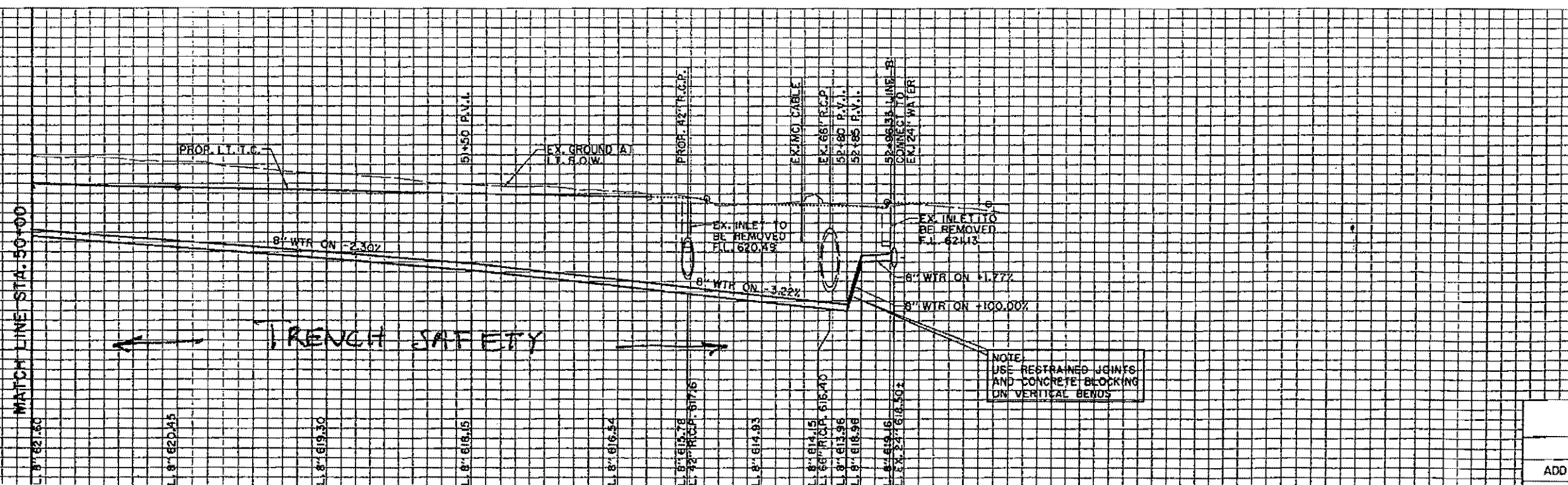
610

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH A. ROBERTS, P.E. 55446 ON OCTOBER 24, 1997



10-29-97

WATER PLAN & PROFILE
 STA. 50+00 TO STA. 55+00
 ARAPAHO ROAD
 ADDISON ROAD TO DALLAS NORTH TOLLWAY



DART Transit Center/
Telecon with

4-7-00

K.C. Moore re Monitor well sampling & analysis.

TNRCC is fairly low key on this site
right now. ~~Next sampling~~ DART is taking a
low key approach too.

only 1 monitor well left in service.
Had to plug one well for TC const.
May need to put in a new well to replace it.

Have a well between Broadway & The
Tracks - That one has gotten better
over time. That should continue.

May have to drill a new ~~big~~ well
by the service bay? HOPE NOT!
(to replace the one plugged)

Difficult to give a ball park
figure of future costs

\$25 to 50 K if new well is

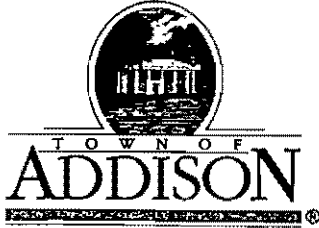
required - minimal if
good sample results are
obtained.

TNRCC has said, sample
again, & let's

Not on a schedule right now -

(Sampling @ Broadway - see results, if
good, it may go away. If not, more
effort may be required.)

Will sample within 2 weeks and will get
back to me.



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

April 11, 2000

MEMORANDUM

To: Randy Moravec, Finance Director
From: Jim Pierce, P.E., Assistant City Engineer
Subject: Arapaho Road, Phase 1

Attached is a copy of a letter requesting reimbursement from DART for \$143,849.00 pursuant to an Interlocal Agreement regarding construction of the new Transit Center.

Also attached is an invoice from DART for \$204,407.67 pursuant to an earlier Interlocal Agreement regarding acquisition of the Transit Center property. I have reviewed this invoice and find it to be in order.

As we discussed today, this matter can be taken care of by sending DART a check for the difference, and the funds can come out of the Arapaho Road project account. You agreed to prepare the PAM, and I agreed to sign it when it is ready.

Thanks for your help with this matter.

Cc: Chris Terry
Mike Murphy

TOWN OF ADDISON REIMBURSEMENTS
Per Interlocal Agreement of 1-1-96 - Paragraph 4

4-3-00

<u>Cost</u>	<u>Amount</u>	<u>35% T. of Addison</u>
HazMat Remediation *	239,437.01 (to date)	83,802.95
Demolition	256,467.80	89,763.73
Relocation (1) Strange Landscape	11,130.90	3,895.82
(2) Morningstar	6,000.00 (rental abatement)	2,100.00
(2) Computer People	44,571.47	15,600.01
Professional Witness Expenses	2,300.00	805.00
Court Costs	465.00	162.75
Attorneys Fees - Beverly	7,000.00	2,450.00
Schulze	5,425.00	1,898.75
Whitlow	68.75	24.06
Other Acquisition Expense		
Appraisials (2)	6,800.00	2,380.00
Other Expenses		
Temporary Parking Easement	4,356.00	1,524.60
Total to be billed (Town of Addison)		204,407.67

* HazMat Costs to Date - Additional Costs Later (Groundwater Testing - 6 months to 2 years - to be determined by TNRCC)

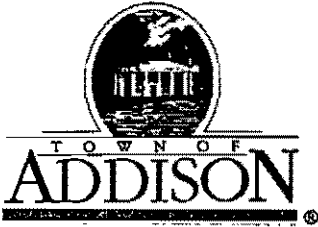
Note! Parcel 1 - 65/35 split paid at time of purchase with Safeco Land Title on 5-9-96
Parcel 2 - Paid by DART and reimbursed 35% by Town of Addison via Wire Transfer on 9-9-97

DART

Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7230

C. Ronald Webb, CPM/RPA
Manager
Right of Way

214/ 749-2895
214/ 408-0657 Pager
214/ 749-3671 Fax



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

February 24, 2000

A. Rene Rodriguez, AIA
Project Manager
DART Facilities Engineering
P.O. Box 660163
Dallas, TX 75266-7208

Re: Addison Transit Center Invoices

Dear Mr. Rodriguez:

This is to acknowledge receipt of your letter of January 27, 2000 regarding the Addison Transit Center invoices. We agree with the concept of paying the difference between the two invoices. However, we noticed some charges that were dated before the date of the Interlocal Agreement for the Purchase and Sale of Real Property (January 4, 1996), and request that those charges be taken out of your invoice.

We also notice that additional Haz-Mat costs will be forthcoming. I assume this is for observation and analysis of the water in the remaining monitoring wells at the site. This is to request an estimated length of time, with associated cost, for the future Haz-Mat costs.

Thank you for your assistance with this matter. We look forward to your response and a closing of our books on this matter. Please call me at 972-450-2879 if you have any questions.

Very truly yours,

Town of Addison

James C. Pierce, Jr., P.E.
Assistant City Engineer

cc: Chris Terry, Assistant City Manager
Michael E. Murphy, P.E., Acting Director of Public Works



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-0163
214/749-3278

January 27, 2000

Mr. James C. Pierce, Jr., P.E., DEE
Town of Addison
Public Works Department
16801 Westgrove
Addison, Texas 75001

Re: Addison Transit Center Invoices

Dear Mr. Pierce:

*amt before
invoice was
corrected*

As per our telephone conversation on January 24, 2000, enclosed please find a copy of the documentation substantiating our upcoming invoice to the Town of Addison for \$206,701.88. Upon verification of this invoice, the invoice your recently sent us in the amount of \$143,805.55 could be deducted from our invoice to you leaving a balance due to DART for \$62,896.31. Please notice that there will be additional Haz-Mat cost to be invoiced to you at a later date.

We are willing to work with you in the most convenient manner to both parties. Please let us know how you wish to proceed.

Sincerely,

A. Rene Rodriguez, AIA
Project Manager

- c: Gary Thomas - w/o attachment
- Rick Brown - w/o attachment
- Eduardo Ugarte - w/o attachment
- Cleo Grounds - w/o attachment
- PMFR - w/attachment

TOWN OF ADDISON REIMBURSEMENTS
Per Interlocal Agreement of 1-1-96 - Paragraph 4

10-13-99

Corrections made 4-3-02

<u>Cost</u>	<u>Amount</u>	<u>35% T. of Addison</u>
HazMat Remediation *	239,437.01 245,991.84 (to date)	83,802.95 86,097.14
Demolition	256,467.80	89,763.73
Relocation (1) Strange Landscape	11,130.90	3,895.82
(2) Morningstar	6,000.00 (rental abatement)	2,100.00
(2) Computer People	44,571.47	15,600.01
Professional Witness Expenses	2,300.00	805.00
Court Costs	465.00	162.75
Attorneys Fees - Beverly	7,000.00	2,450.00
Schulze	5,425.00	1,898.75
Whitlow	68.75	24.06
Other Acquisition Expense		
Appraisals (2)	6,800.00	2,380.00
Other Expenses		
Temporary Parking Easement	4,356.00	1,524.60
Total to be billed (Town of Addison)		206,701.86 <i>204,407.67</i>

* HazMat Costs to Date - Additional Costs Later (Groundwater Testing - 6 months to 2 years - to be determined by TNRCC)

Note! Parcel 1 - 65/35 split paid at time of purchase with Safeco Land Title on 5-9-96
Parcel 2 - Paid by DART and reimbursed 35% by Town of Addison via Wire Transfer on 9-9-97

DART INTEROFFICE MEMORANDUM

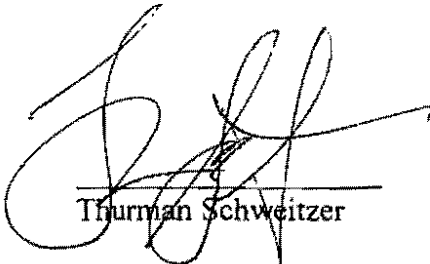
E10.8.0

Date: October 22, 1998
To: David C. Schulze
Subject: Environmental Costs - Addison Transit Center Property

The cost to date of environmental work performed at the Addison Transit Center is \$245,991.84. Because DART timesheets are not coded by project, costs associated with my time are not included in this figure. For your review and as support, I have attached the latest printout of environmental charges attributed to the Addison Transit Center.

It should be noted that additional expenses will be incurred for this site. These include: continual TNRCC oversight, testing and removal of soil/material from site, installation of monitor wells, sampling and testing, etc.

This memorandum is a revision of the memorandum dated June 24, 1998. If you have any questions, please contact me at your earliest convenience.



Thurman Schweitzer

c: Rich Krisak
Addison File
PMFR

SUMMARY OF ENVIRONMENTAL COSTS

Maxim Technologies, Inc.	\$ 26,504.00
\$ 4,055.00	
22,449.00	
Terra-Mar, Inc.	\$ 7,348.83
\$ 2,499.83	
628.00	
4,221.00	
Applied Earth Sciences, Inc.	\$ 91,344.00
\$ 21,974.00	
69,370.00	
Lynn Clark Associates, Inc.	\$ 14,092.00
\$ 14,092.00	
Ecology & Environment, Inc.	\$ 83,009.00
\$ 83,009.00	
American Environmental Specialities, Inc.	\$ 3,971.00
\$ 3,971.00	
KJM and Associates, Inc.	\$ 16,152.00
\$ 16,152.00	
Texas Natural Resource Conservation Commission (TNRCC)	\$ 3,396.01
\$ 1,000.00	
111.14	
944.87	
770.50	
569.50	
Texas Department of Health (TDH)	\$ 175.00
\$ 175.00	
Total	\$ 245,991.84

DA D LAS AREA RAPID TRANSIT

INVOICE DETAIL BY DATE

12/22/98

DESCRIPTION			MONTHLY EXPENDITURES
31 August 1997			
4.09.00.7.90	419553 TNRCC	HM-ABATE	944.87
TOTAL: 31 August 1997			<u>944.87</u>
31 December 1997			
4.09.00.7.90	430738 TEXAS NATUR	HM-ABATE	111.14
TOTAL: 31 December 1997			<u>111.14</u>
31 March 1998			
4.09.00.7.90	430738 TEXAS NATUR	HM-ABATE	770.50
TOTAL: 31 March 1998			<u>770.50</u>
31 July 1998			
4.09.00.7.90	430738 TEXAS NATUR	HM-ABATE	569.50
TOTAL: 31 July 1998			<u>569.50</u>
GRAND TOTAL			<u>2,396</u>

DESCRIPTION

**MONTHLY
EXPENDITURES**

31 December 1997

4.09.00.7.90

072976 TEXAS DEPT

XX-TEXAS

175.00

TOTAL: 31 December 1997

175.00

GRAND TOTAL

175

DALE'S AREA RAPID TRANSIT**CONTRACT LIST**

Print Date: 06/23/1998

Time: 14:27:38

CONTRACTOR**CONTRACT NUMBER**

MAXIM	[9100038]
TERRA MAR, INC	[92000227]
MAXIM	[92000229]
TERRA-MAR, INC.	[93000164]
APPLIED EARTH SCIENCES, INC.	[93000165]
P/M - B TEAM	[94000043]
LYNN CLARK & ASSOC., INC.	[95000104] ✓
TERRA MAR INC.	[95000106] ✓
ECOLOGY & ENVIRONMENTS INC.	[95000107] ✓
AMERICAN ENVIRONMENT	[96000170]
APPLIED EARTH SCIENCES	[97000013]
D&Z/KJM	[97000029]
HAZ MAT ABATE/REMED	[HM-ABATE]
P.O. DISTRIBUTION	[PO000000]
TEXAS DEPARTMENT	[XX-TEXAS]
BUDGET ALLOWANCE	[XXBUDGET]

DESCRIPTION	MONTHLY EXPENDITURES
30 September 1992 4.09.00.7.89 ENTERING AMOUNT 91000038 MAXIM TOTAL: 30 September 1992	4055.71 <hr/> 4,055.71
GRAND TOTAL	4,055
Empty description area	Empty expenditure area

DALLAS AREA RAPID TRANS.

INVOICE DETAIL BY DATE BUILT-OUT

ADDISON TRANSIT CENTER

Print Date: 06/23/1998

Time: 14:38:51

DESCRIPTION	MONTHLY EXPENDITURES
31 July 1993 4.09.00.7.89 ENTERING AMOUNT 92000227 TERRA TOTAL: 31 July 1993	2499.83 <hr/> 2,499.83
GRAND TOTAL	2,499

DALLAS AREA RAPID TRANSIT

INVOICE DETAIL BY DATE BUILD-OUT

ADDISON TRANSIT CENTER

Print Date: 06/23/1998

Time: 14:39:13

DESCRIPTION			MONTHLY EXPENDITURES
31 August 1996			
4.09.00.7.89	402164 ?MAXIM TECHNOLOGIES I	92000229 MAXIM	1538.16
TOTAL: 31 August 1996			<u>1,538.16</u>
31 December 1996			
4.09.00.7.90	402164 ?MAXIM TECHNOLOGIES I	92000229	4031.91
TOTAL: 31 December 1996			<u>4,031.91</u>
31 January 1997			
4.09.00.7.90	402164 ?MAXIM TECHNOLOGIES I	92000229	15457.11
TOTAL: 31 January 1997			<u>15,457.11</u>
30 April 1997			
4.09.00.7.90	402164 ?MAXIM TECHNOLOGIES I	92000229	256.36
4.09.00.7.90	402164 ?MAXIM TECHNOLOGIES I	92000229	288.90
TOTAL: 30 April 1997			<u>545.26</u>
31 May 1997			
4.09.00.7.89	402164 ?MAXIM TECHNOLOGIES I	92000229 MAXIM	877.48
TOTAL: 31 May 1997			<u>877.48</u>
GRAND TOTAL			22,449

DALLAS AREA RAPID TRANS.

INVOICE DETAIL BY DATE - BUILD-OUT

Print Date: 06/23/1998

Time: 15:01:46

DESCRIPTION	MONTHLY EXPENDITURES
31 August 1996 4.09.00.7.89 401169 ?TERRA MAR INC 93000164 TERRA TOTAL: 31 August 1996	628.24 <hr/> 628.24
GRAND TOTAL	628

DAI DAS AREA RAPID TRANS

INVOICE DETAIL BY DATE BUILD-OUT

ADDISON TRANSIT CENTER

Print Date: 06/23/1998

Time: 15:02:15

DESCRIPTION			MONTHLY EXPENDITURES
31 August 1996			
4.09.00.7.89	413636 ?APPLIED EARTH SCIENC	93000165 APPLIED	682.85
4.09.00.7.89	413636 ?APPLIED EARTH SCIENC	93000165 APPLIED	2412.30
4.09.00.7.89	413636 ?APPLIED EARTH SCIENC	93000165 APPLIED	2526.13
4.09.00.7.89	413636 ?APPLIED EARTH SCIENC	93000165 APPLIED	2712.25
TOTAL: 31 August 1996			8,333.53
30 September 1996			
4.09.00.7.89	413636 ?APPLIED EARTH SCIENC	93000165 APPLIED	3872.36
TOTAL: 30 September 1996			3,872.36
30 November 1996			
4.09.00.7.90	413636 ?APPLIED EARTH SCIENC	93000165	1934.87
TOTAL: 30 November 1996			1,934.87
31 December 1996			
4.09.00.7.89	413636 ?APPLIED EARTH SCIENC	93000165 APPLIED	7834.06
TOTAL: 31 December 1996			7,834.06
GRAND TOTAL			21,974

DALLAS AREA RAPID TRANSIT

DESCRIPTION

MONTHLY EXPENDITURES

28 February 1998			
4.09.00.7.89	415117 -LYNN CLARK ASSOC INC	95000104	1211.30
4.09.00.7.89	415117 -LYNN CLARK ASSOC INC	95000104	6754.02
TOTAL: 28 February 1998			7,965.32
30 June 1998			
4.09.00.7.89	415117 -LYNN CLARK ASSOC INC	95000104	4847.82
TOTAL: 30 June 1998			4,847.82
31 July 1998			
4.09.00.7.89	415117 -LYNN CLARK ASSOC INC	95000104	1279.77
TOTAL: 31 July 1998			1,279.77
GRAND TOTAL			14,092

DALLAS AREA RAPID TRANS

DESCRIPTION

MONTHLY EXPENDITURES

30 November 1996

4.09.00.7.89 401169 ?TERRA MAR INC 95000106 733.46

TOTAL: 30 November 1996 733.46

30 April 1997

4.09.00.7.89 401169 ?TERRA MAR INC 95000106 1000.71

4.09.00.7.89 401169 ?TERRA MAR INC 95000106 290.67

TOTAL: 30 April 1997 1,291.38

30 April 1998

4.09.00.7.89 401169 -TERRA MAR INC 95000106 987.47

TOTAL: 30 April 1998 987.47

31 May 1998

4.09.00.7.90 401169 -TERRA MAR INC 95000106 1209.48

TOTAL: 31 May 1998 1,209.48

GRAND TOTAL

4,221

DALLAS AREA RAPID TRANSIT

INVOICE DETAIL BY DATE BUILD-OUT

ADDISON TRANSIT CENTER

Print Date: 06/23/1998

Time: 15:47:16

DESCRIPTION			MONTHLY EXPENDITURES
31 January 1996			
4.09.00.7.89	ECOLOGY & ENVIRONMEN	95000107 ECOLOGY &	4334.45
TOTAL: 31 January 1996			<u>4,334.45</u>
31 July 1996			
4.09.00.7.89	074082 ?ECOLOGY & ENVIRONMEN	95000107 ECOLOGY &	1489.40
TOTAL: 31 July 1996			<u>1,489.40</u>
30 September 1996			
4.09.00.2.00	ECOLOGY&ENVIRO# 70761	95000107	-73849.46
4.09.00.2.00	074082 ?ECOLOGY & ENVIRONMEN	95000107	73849.46
4.09.00.7.89	ECOLOGY&ENVIRO# 70761	95000107 ECOLOGY &	73849.46
TOTAL: 30 September 1996			<u>73,849.46</u>
30 November 1996			
4.09.00.7.89	074082 ?ECOLOGY & ENVIRONMEN	95000107 ECOLOGY &	22.34
4.09.00.7.89	074082 ?ECOLOGY & ENVIRONMEN	95000107 ECOLOGY &	38.70
TOTAL: 30 November 1996			<u>61.04</u>
31 May 1997			
4.09.00.7.90	074082 ?ECOLOGY & ENVIRONMEN	95000107	2955.49
TOTAL: 31 May 1997			<u>2,955.49</u>
30 September 1997			
4.09.00.7.90	074082 ?ECOLOGY & ENVIRONMEN	95000107	319.49
TOTAL: 30 September 1997			<u>319.49</u>
GRAND TOTAL			83,009

DALLAS AREA RAPID TRANSIT

INVOICE DETAIL BY DATE - BUILD-OUT

ADDISON TRANSIT CENTER

Print Date: 06/23/1998

Time: 15:47:35

DESCRIPTION	MONTHLY EXPENDITURES
31 January 1998 4.09.00.7.90 405976 -AMERICAN ENVIRONMENT 96000170 TOTAL: 31 January 1998	3971.00 <hr/> 3,971.00
GRAND TOTAL	3,971

DAI DAS AREA RAPID TRANS

INVOICE DETAIL BY DATE - BILLED OUT

DESCRIPTION	MONTHLY EXPENDITURES
31 August 1997	
4.09.00.7.90 413636 ?APPLIED EARTH SCIENC 97000013	27087.50
TOTAL: 31 August 1997	27,087.50
30 September 1997	
4.09.00.7.90 413636 ?APPLIED EARTH SCIENC 97000013	8207.77
TOTAL: 30 September 1997	8,207.77
30 November 1997	
4.09.00.7.89 413636 ?APPLIED EARTH SCIENC 97000013	669.10
TOTAL: 30 November 1997	669.10
31 December 1997	
4.09.00.7.90 413636 -APPLIED EARTH SCIENC 97000013	10908.59
4.09.00.7.90 413636 -APPLIED EARTH SCIENC 97000013	5784.82
TOTAL: 31 December 1997	16,693.41
31 January 1998	
4.09.00.7.90 413636 -APPLIED EARTH SCIENC 97000013	6258.98
TOTAL: 31 January 1998	6,258.98
31 March 1998	
4.09.00.7.89 413636 -APPLIED EARTH SCIENC 97000013	1233.98
TOTAL: 31 March 1998	1,233.98
30 April 1998	
4.09.00.7.89 413636 -APPLIED EARTH SCIENC 97000013	2074.35
4.09.00.7.89 413636 -APPLIED EARTH SCIENC 97000013	1366.70
TOTAL: 30 April 1998	3,441.05
31 May 1998	
4.09.00.7.89 413636 -APPLIED EARTH SCIENC 97000013	389.96
TOTAL: 31 May 1998	389.96
31 July 1998	
4.09.00.7.89 413636 -APPLIED EARTH SCIENC 97000013	186.86
4.09.00.7.89 413636 -APPLIED EARTH SCIENC 97000013	1189.75
TOTAL: 31 July 1998	1,376.61
31 August 1998	
4.09.00.7.89 413636 -APPLIED EARTH SCIENC 97000013	1702.63
4.09.00.7.89 413636 -APPLIED EARTH SCIENC 97000013	2309.11

DALLAS AREA RAPID TRANSIT

MONTHLY INVOICE BY DATE

12/11/98 10:22:10

DESCRIPTION	MONTHLY EXPENDITURES
TOTAL: 31 August 1998	4,011.74
GRAND TOTAL	69,370

DALLAS AREA RAPID TRANSIT

INVOICE DETAIL BY DATE

DESCRIPTION	MONTHLY EXPENDITURES
31 January 1998	
4.09.00.7.89 427149 -D&Z/KJM JOINT VENTUR 97000029	1243.64
4.09.00.7.89 427149 -D&Z/KJM JOINT VENTUR 97000029	5498.36
TOTAL: 31 January 1998	6,742.00
31 March 1998	
4.09.00.7.10 D & Z/KJM Joint Venture 97000029	-5498.36
4.09.00.7.10 D & Z/KJM Joint Venture 97000029	-1762.73
4.09.00.7.10 D & Z/KJM Joint Venture 97000029	-1243.64
4.09.00.7.10 427149 -D&Z/KJM JOINT VENTUR 97000029	3693.17
4.09.00.7.89 D & Z/KJM Joint Venture 97000029	1243.64
4.09.00.7.89 427149 -D&Z/KJM JOINT VENTUR 97000029	1762.73
4.09.00.7.89 D & Z/KJM Joint Venture 97000029	1762.73
4.09.00.7.89 D & Z/KJM Joint Venture 97000029	5498.36
TOTAL: 31 March 1998	5,455.90
30 April 1998	
4.09.00.7.10 427149 -D&Z/KJM JOINT VENTUR 97000029	617.53
4.09.00.7.10 To correct JE entries (INCORRECT- 97000029	1243.64
4.09.00.7.10 To correct JE entries (INCORRECT- 97000029	1243.64
4.09.00.7.10 To correct JE entries (INCORRECT- 97000029	1243.64
4.09.00.7.10 To correct JE entries (INCORRECT- 97000029	1762.73
4.09.00.7.10 To correct JE entries (INCORRECT- 97000029	1762.73
4.09.00.7.10 To correct JE entries (INCORRECT- 97000029	5498.36
4.09.00.7.10 CORRECTING CODING OF INVOICES 97000029	5498.36
4.09.00.7.89 To correct JE entries (INCORRECT- 97000029	-5498.36
4.09.00.7.89 CORRECTING CODING OF INVOICES 97000029	-5498.36
4.09.00.7.89 To correct JE entries (INCORRECT- 97000029	-1762.73
4.09.00.7.89 To correct JE entries (INCORRECT- 97000029	-1762.73
4.09.00.7.89 To correct JE entries (INCORRECT- 97000029	-1243.64
4.09.00.7.89 To correct JE entries (INCORRECT- 97000029	-1243.64
4.09.00.7.89 To correct JE entries (INCORRECT- 97000029	-1243.64
TOTAL: 30 April 1998	617.53
30 June 1998	
4.09.00.7.10 427149 -D&Z/KJM JOINT VENTUR 97000029	511.85

DALLAS AREA RAPID TRANSIT

INVOICE FOR EXPENSES - RTR-01

DESCRIPTION			MONTHLY EXPENDITURES
30 June 1998			
4.09.00.7.10	427149 -D&Z/KJM JOINT VENTUR	97000029	1103.87
4.09.00.7.10	JE TO CORRECT JE'S	97000029	-1243.64
4.09.00.7.89	JE TO CORRECT JE'S	97000029	1243.64
TOTAL: 30 June 1998			<u>1,615.72</u>
31 July 1998			
4.09.00.7.10	427149 -D&Z/KJM JOINT VENTUR	97000029	111.24
TOTAL: 31 July 1998			<u>111.24</u>
31 August 1998			
4.09.00.7.10	427149 -D&Z/KJM JOINT VENTUR	97000029	1609.63
TOTAL: 31 August 1998			<u>1,609.63</u>
GRAND TOTAL			16,152



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7207
214/749-2916

February 12, 1997

Attention: Cashier
Texas Natural Resource Conservation Commission
MC-214
P.O. Box 13088
Austin, Texas 78711-3088

Dear Sir:

It is the intent of the Dallas Area Rapid Transit (DART) to participate in the Voluntary Cleanup Program as set forth in 361.604 of the Texas Solid Waste Disposal Act. I am requesting assistance and review by the Texas Natural Resource Conservation Commission (TNRCC) staff of the attached application. Two (2) copies of the application and support documents are attached, along with a check in the amount of one thousand dollars (\$1,000) made payable to the TNRCC for oversight costs.

If additional information is necessary, please call me (214/749-2916) at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Thurman Schweitzer", is written over a large, stylized circular flourish.

Thurman Schweitzer
Manager, Environmental Compliance

c: Project File

Encl.

VENDOR **419553** **TNRCC**

DATE **2/06/97** **00263914**

0263914

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
012497	1/24/97	CLEANUP PROGRAM	1000.00		1000.00
Dallas Area Rapid Transit P.O. Box 660163 214/749-3278			1000.00	TOTAL	1000.00



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222
214/749-3278

NationsBank
NationsBank of Texas, N.A.

0263914

VOID AFTER 60 DAYS

PAY EXACTLY \$*1,000 DOLLARS AND 00 CENTS**

DATE **2/06/97** AMOUNT **\$***1,000.00**

TO THE
ORDER
OF

TNRCC **419553**
FINANCIAL ADMIN/CASHIER'S OFFICE
PO BOX 13087
AUSTIN TX 78711-3087

AUTHORIZED SIGNATURE

⑈0263914⑈ ⑆111901551⑆ ⑈4840798⑈

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

LPS Form AR42A (Rev. 05-19-97)

DETACH TOP PORTION AND RETURN WITH PAYMENT - KEEP BOTTOM PORTION FOR YOUR RECORDS


INVOICE DATE	REFERENCE	DESCRIPTION	AMOUNT	BALANCE
APR 08, 97	E720370	PROJECT: 31380 UNALLOCATED CASH	925.91	92
JUL 31, 97	VCP0001222	PROJECT: 313800 FY97 Q3 VOLUNTARY CLEANUP	1,870.78	94

PLEASE RETURN COUPON WITH PAYMENT. FOR QUESTIONS CONCERNING CHARGES, PLEASE CALL 512-239-5891.

ACCOUNT NO.	THIS STATEMENT REFLECTS ALL PAYMENTS RECEIVED THROUGH	LATE FEES	BALANCE
0900374	JUL 29, 97	0.00	94

BILLING DATE: JUL 31, 97

See REVERSE SIDE for Explanation of Charges and TNRCC Contact Telephone Numbers. If you have questions after reading the insert and back of bill, please call.

PLEASE PAY THIS AMOUNT 
INCLUDE ACCOUNT NUMBER ON CH

VENDOR **419553 TNRCC**

DATE **8/12/97** 00275557 0275557

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
080697	8/06/97	VOLUNTARY CLEAN	944.87		944.8
Dallas Area Rapid Transit P.O. Box 13089 • REPORT # 7526-7222 214/749-3278			944.87	TOTAL	944.8



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222
214/749-3278

NationsBank
NationsBank of Texas N.A.

0275557

VOID AFTER 60 DAYS

PAY EXACTLY \$***944 DOLLARS AND 87 CENTS**

DATE **8/12/97** AMOUNT **\$*****944.87**

TNRCC 419553
P.O. BOX 13089
AUSTIN, TX 78711-3089

TO THE
ORDER
OF

AUTHORIZED SIGNATURE

⑈0275557⑈ ⑆111901551⑆ ⑈4840798⑈

VOICE NO.	DESCRIPTION	AMOUNT	BALANCE
CP0001487	PROJECT: 313800 VOLUNTARY CLEANUP	FY9, Q4 111.14	111.14



RECEIVED
DEC 08 1997
TECHNICAL SERVICES

CREDIT BALANCE. DO NOT PAY. FOR TECHNICAL QUESTIONS, CALL 512-239-5891.

ACCOUNT NO.	THIS STATEMENT REFLECTS ALL PAYMENTS RECEIVED THROUGH:	LATE FEES	BALANCE DUE
0900374	NOV26, 97	0:00	111.14

BILLING DATE: NOV 30, 97

See REVERSE SIDE for Explanation of Charges and TNRCC Contact Telephone Numbers. If you have questions after reading the insert and back of bill, please call.

PLEASE PAY THIS AMOUNT  
INCLUDE ACCOUNT NUMBER ON CHECK

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
ST0074606	11/17/97	PST. EST. REGULAT	52.50		52.
HWG0035866	10/22/97	REG NUMBER #000	100.00		100.
HWG0035867	10/22/97	REG NUMBER #000	100.00		100.
VCP0001487	11/26/97	INV. #11P000148	111.14		111.
Dallas P.O. Box 660163 2147			363.64	TOTAL	363.

WARNING: THIS DOCUMENT HAS UV FIBERS, WATER MARK ON REVERSE SIDE AND MICRO-PRINTED SIGNATURE LINE.

NationBank
Member FDIC

028302

Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222

VOID AFTER 60 DAYS

PAY TO THE ORDER OF ***** 363 DOLLARS AND 64 CENTS *****

TO THE ORDER OF TEXAS NATURAL RESOURCE CONSERVATION COMMISSION
P.O. BOX 13089
AUSTIN TX 78711-3089

NON-NEGOTIABLE

AUTHORIZED SIGNATURE

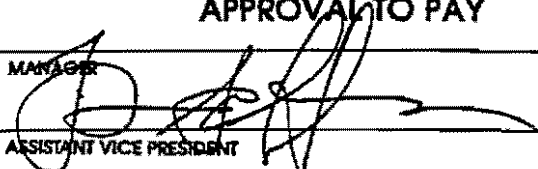
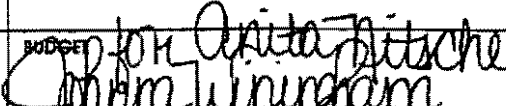

⑈0283036⑈ ⑈111000025⑈ ⑈4840798⑈

SECTION B COMPLETE FOR WIRES ONLY	REPETITIVE WIRE: NO <input type="checkbox"/> (COMPLETE SECTION BELOW) YES <input type="checkbox"/> # _____	TEST CODE	
	BANK NAME/LOCATION	ABA #	
	CREDIT TO:	ACCOUNT #	
FURTHER CREDIT/ATTN:			
SECTION C FINANCE ONLY	FUND	(1) AUTHORIZED SIGNATURE	(2) AUTHORIZED SIGNATURE
	DATE/TIME OF BANK NOTIFICATION	WIRE REFERENCE	PLACED BY

KP 12/15/97



CHECK/WIRE REQUEST

SECTION A COMPLETE FOR ALL REQUESTS	<input checked="" type="checkbox"/> CHECK REQUEST <input type="checkbox"/> WIRE REQUEST		PAYEE Texas Natural Resource Conservation Commission	
	DATE NEEDED 12-16-97		ADDRESS P.O. Box 13089 Austin, TX 78711-3089	
	AMOUNT \$ 111.14			
	PURPOSE Voluntary Cleanup @ Future Addison Transit Center		APPROVAL TO PAY	
			MANAGER 	
	SPECIAL INSTRUCTIONS Please call Mary Ramirez @ x2969 when check is ready.		ASSISTANT VICE PRESIDENT	
			VICE PRESIDENT	
	INITIATED BY: Thurman Schweitzer		DATE: 12-9-97	BUDGET FOR  12/10/97 
ACCOUNT CODE(S)		AMOUNT	REMAINING BUDGET BALANCE	
1000 - 100000 - 0 - 10800 - 70		\$ 111.14	\$ 7.9 mil	
000 - 000000 - 0 - 000000 - 00		\$	\$	
000 - 000000 - 0 - 000000 - 00		\$	\$	
000 - 000000 - 0 - 000000 - 00		\$	\$	
000 - 000000 - 0 - 000000 - 00		\$	\$	
SECTION B COMPLETE FOR WIRES ONLY	REPETITIVE WIRE: NO <input type="checkbox"/> (COMPLETE SECTION BELOW) YES <input type="checkbox"/> # _____			TEST CODE
	BANK NAME/LOCATION			ABA #
	CREDIT TO:			ACCOUNT #
	FURTHER CREDIT/ATTN:			
SECTION C FINANCE ONLY	FUND	(1) AUTHORIZED SIGNATURE		(2) AUTHORIZED SIGNATURE
	DATE/TIME OF BANK NOTIFICATION	WIRE REFERENCE	PLACED BY	

- KP 12/15/97

BILLING DATE: MAR01, 98

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

ACCOUNT NO.	BALANCE DUE
0900374	770.50

CHECK HERE IF YOUR ADDRESS HAS CHANGED. PLEASE INDICATE ADDRESS CHANGE ON BACK.

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

DALLAS AREA RAPID TRANSIT
THURMAN SCHWEITZER
P.O. BOX 660163

DALLAS

TX 752667207

0000900374 5493603 00000770500331989

--	--	--	--

PLEASE RETURN COUPON WITH PAYMENT. FOR QUESTIONS CONCERNING CHARGES, PLEASE CALL 512-239-5891.

ACCOUNT NO.	THIS STATEMENT REFLECTS ALL PAYMENTS RECEIVED THROUGH:	LATE FEES	BALANCE DUE
0900374	MAR05, 98	0.00	770.

BILLING DATE: MAR01, 98

See REVERSE SIDE for Explanation of Charges and TNRCC Contact Telephone Numbers. If you have questions after reading the insert and back of bill, please call.

PLEASE PAY THIS AMOUNT 1
INCLUDE ACCOUNT NUMBER ON CH

TOTAL FOR BILLING PERIOD:

770.50

0405179

VENDOR 430738 TEXAS NATURAL RESOURCE CONS C DATE 3/26/98 00405179

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
31398	3/13/98	ACCT NO. 900374	770.50		770.50
Dallas Area Rapid Transit P.O. Box 1099 • RECORDED 75266-7222 141749-3278			770.50	TOTAL	770.50

WARNING: THIS DOCUMENT HAS UV FIBERS, WATER MARK ON REVERSE SIDE AND MICRO-PRINTED SIGNATURE LINE.



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222

NationsBank
NationsBank of Texas, N.A.

0405179

VOID AFTER 60 DAYS

PAY EXACTLY \$*****770 DOLLARS AND 50 CENTS DATE 3/26/98 AMOUNT *****770.50

TO THE ORDER OF

TEXAS NATURAL RESOURCE CONS C 430738
FINANCIAL ADMIN/MC 214
PO BOX 13088
AUSTIN TX 78711-3088

AUTHORIZED SIGNATURE

⑈0405179⑈ ⑆111901302⑆ ⑈1254840798⑈

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
JCP0002112	6/30/98	VOLUNTARY CLEAN ADDISON SITE	569.50		569.

Dallas Area Rapid Transit
P.O. Box 66013 - 888 DART - Dallas, Texas 75266-7222 569.50 TOTAL 569.50 569.

WARNING: THIS DOCUMENT HAS UV FIBERS, WATER MARK ON REVERSE SIDE AND MICRO-PRINTED SIGNATURE LINE.



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222

NotionsBank
Member Bank of Texas, N.A.

041131

VOID AFTER 60 DAYS

PAY EXACTLY \$*****569 DOLLARS AND 50 CENTS DATE 7/16/98 AMOUNT \$*****569.50

TEXAS NATURAL RESOURCE 430738
CONSERVATION COMMISSION
P.O. BOX 13089
AUSTIN TX 78711-3089

TO THE
ORDER
OF

AUTHORIZED SIGNATURE

⑈0411387⑈ ⑈111901302⑈ ⑈1254840798⑈


VOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
JUN30, 98	VCP0002112	PROJECT: 313800 VOLUNTARY CLEANUP FY98 Q2	569.50	569.50

PLEASE RETURN COUPON WITH PAYMENT. FOR QUESTIONS CONCERNING CHARGES, PLEASE CALL 512-239-5891.

ACCOUNT NO.	THIS STATEMENT REFLECTS ALL PAYMENTS RECEIVED THROUGH:	LATE FEES	BALANCE DUE
0900374	JUN 18, 98	0.00	569.50

MAILING DATE: JUN30, 98

See REVERSE SIDE for Explanation of Charges and TNRCC Contact Telephone Numbers. If you have questions after reading the insert and back of bill, please call.

PLEASE PAY THIS AMOUNT 
INCLUDE ACCOUNT NUMBER ON CHECK

ADDISON SITE

Texas Natural Resource Conservation Commission
Voluntary Cleanup Program

6/11/98

Page: 1

Site : Future Addison Transit Center

Account: 900374

Billing Address: Dallas Area Rapid Transit
Thurman Schweitzer
P.O. Box 660163
Dallas TX 75266

Dates : December 1, 1997 through February 28, 1998

Project Num : 313800

Quarter : 2

Detail# : 5

Salary

<u>Employee Name</u>	<u>Date</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>
NORMAN, MARK DEWAYNE	1/31/98	67.00	8.50	569.50
Salary Subtotal:			8.50	569.50

Travel

<u>Description</u>	<u>Date</u>	<u>Document</u>	<u>Amount</u>
Travel Subtotal:			0.00

TOTAL FOR BILLING PERIOD: 569.50



INTEROFFICE MEMORANDUM

RECEIVED

JUN 26 1998

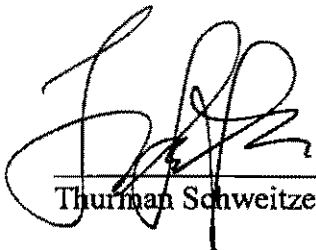
**Dallas Area Rapid Transit
LEGAL DEPARTMENT**

E10.8.0

Date: June 24, 1998
To: David C. Schulze
Subject: Environmental Costs - Addison Transit Center Property

I have attached a printout of the environmental costs, associated with the Addison Transit Center, that have been invoiced to date. Not included on this printout is the costs associated with TNRCC oversight and the cost associated with the number of hours I have worked on the project. To date, TNRCC has invoiced DART \$2,715.37 for their oversight. Because DART timesheets are not coded by project, I am unable to provide you with a cost associated with my work. It should be noted that additional expenses will be incurred for this site. These include: continual TNRCC oversight, testing and removal of soil/material from site, installation of monitor wells, sampling and testing, etc.

If you have any questions, please contact me at your earliest convenience.



Thurman Schweitzer

c: Rich Krisak
Paul Jones
File
PMFR

DANGER: APPLIED EARTH SCIENCES

CONTRACT LIST

Print Date: 06/23/1998

Time: 14:27:38

CONTRACTOR

CONTRACT NUMBER

MAXIM	[91000038]
TERRA MAR, INC	[92000227]
MAXIM	[92000229]
TERRA-MAR, INC.	[93000164]
APPLIED EARTH SCIENCES, INC.	[93000165]
P/M - B TEAM	[94000043]
LYNN CLARK & ASSOC., INC.	[95000104] ✓
TERRA MAR INC.	[95000106] ✓
ECOLOGY & ENVIRONMENTS INC.	[95000107] ✓
AMERICAN ENVIRONMENT	[96000170]
APPLIED EARTH SCIENCES	[97000013]
D&Z/KJM	[97000029]
HAZ MAT ABATE/REMED	[HM-ABATE]
P.O. DISTRIBUTION	[PO000000]
TEXAS DEPARTMENT	[XX-TEXAS]
BUDGET ALLOWANCE	[XXBUDGET]

DESCRIPTION

MONTHLY EXPENDITURES

30 September 1992

4.09.00.7.89

ENTERING AMOUNT

91000038 MAXIM

4055.71

TOTAL: 30 September 1992

4,055.71

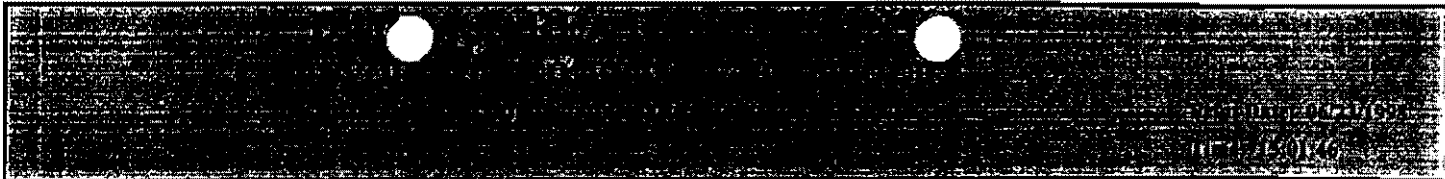
GRAND TOTAL

~~4,055~~

deleted

DESCRIPTION	MONTHLY EXPENDITURES
31 July 1993 4.09.00.7.89 ENTERING AMOUNT 92000227 TERRA TOTAL: 31 July 1993	2499.83 <hr/> 2,499.83
GRAND TOTAL	2,499
	<i>deleted</i>

DESCRIPTION			MONTHLY EXPENDITURES
31 August 1996			
4.09.00.7.89	402164 ?MAXIM TECHNOLOGIES I	92000229 MAXIM	1538.16
TOTAL: 31 August 1996			<u>1,538.16</u>
31 December 1996			
4.09.00.7.90	402164 ?MAXIM TECHNOLOGIES I	92000229	4031.91
TOTAL: 31 December 1996			<u>4,031.91</u>
31 January 1997			
4.09.00.7.90	402164 ?MAXIM TECHNOLOGIES I	92000229	15457.11
TOTAL: 31 January 1997			<u>15,457.11</u>
30 April 1997			
4.09.00.7.90	402164 ?MAXIM TECHNOLOGIES I	92000229	256.36
4.09.00.7.90	402164 ?MAXIM TECHNOLOGIES I	92000229	288.90
TOTAL: 30 April 1997			<u>545.26</u>
31 May 1997			
4.09.00.7.89	402164 ?MAXIM TECHNOLOGIES I	92000229 MAXIM	877.48
TOTAL: 31 May 1997			<u>877.48</u>
GRAND TOTAL			<u>22,449</u>



DESCRIPTION

**MONTHLY
EXPENDITURES**

31 August 1996

4.09.00.7.89

401169 ?TERRA MAR INC

93000164 TERRA

628.24

TOTAL: 31 August 1996

628.24

GRAND TOTAL

628

DESCRIPTION

**MONTHLY
EXPENDITURES**

31 August 1996

4.09.00.7.89	413636	?APPLIED EARTH SCIENC	93000165	APPLIED	682.85
4.09.00.7.89	413636	?APPLIED EARTH SCIENC	93000165	APPLIED	2412.30
4.09.00.7.89	413636	?APPLIED EARTH SCIENC	93000165	APPLIED	2526.13
4.09.00.7.89	413636	?APPLIED EARTH SCIENC	93000165	APPLIED	2712.25

TOTAL: 31 August 1996

8,333.53

30 September 1996

4.09.00.7.89	413636	?APPLIED EARTH SCIENC	93000165	APPLIED	3872.36
--------------	--------	-----------------------	----------	---------	---------

TOTAL: 30 September 1996

3,872.36

30 November 1996

4.09.00.7.90	413636	?APPLIED EARTH SCIENC	93000165		1934.87
--------------	--------	-----------------------	----------	--	---------

TOTAL: 30 November 1996

1,934.87

31 December 1996

4.09.00.7.89	413636	?APPLIED EARTH SCIENC	93000165	APPLIED	7834.06
--------------	--------	-----------------------	----------	---------	---------

TOTAL: 31 December 1996

7,834.06

GRAND TOTAL

21,974

DESCRIPTION

**MONTHLY
EXPENDITURES**

28 February 1998

4.09.00.7.89 415117 -LYNN CLARK ASSOC INC 95000104

4.09.00.7.89 415117 -LYNN CLARK ASSOC INC 95000104

1211.30

6754.02

TOTAL: 28 February 1998

7,965.32

GRAND TOTAL

7,965

DESCRIPTION

**MONTHLY
EXPENDITURES**

30 November 1996

4.09.00.7.89	401169 ?TERRA MAR INC	95000106	733.46
TOTAL: 30 November 1996			<u>733.46</u>

30 April 1997

4.09.00.7.89	401169 ?TERRA MAR INC	95000106	290.67
4.09.00.7.89	401169 ?TERRA MAR INC	95000106	1000.71
TOTAL: 30 April 1997			<u>1,291.38</u>

30 April 1998

4.09.00.7.89	401169 -TERRA MAR INC	95000106	987.47
TOTAL: 30 April 1998			<u>987.47</u>

GRAND TOTAL

3,012

DESCRIPTION

MONTHLY EXPENDITURES

31 January 1996

4.09.00.7.89	ECOLOGY & ENVIRONMEN	95000107	ECOLOGY &	4334.45
TOTAL: 31 January 1996				<u>4,334.45</u>

31 July 1996

4.09.00.7.89	074082 ?ECOLOGY & ENVIRONMEN	95000107	ECOLOGY &	1489.40
TOTAL: 31 July 1996				<u>1,489.40</u>

30 September 1996

4.09.00.2.00	ECOLOGY&ENVIRO# 70761	95000107		-73849.46
4.09.00.2.00	074082 ?ECOLOGY & ENVIRONMEN	95000107		73849.46
4.09.00.7.89	ECOLOGY&ENVIRO# 70761	95000107	ECOLOGY &	73849.46
TOTAL: 30 September 1996				<u>73,849.46</u>

30 November 1996

4.09.00.7.89	074082 ?ECOLOGY & ENVIRONMEN	95000107	ECOLOGY &	22.34
4.09.00.7.89	074082 ?ECOLOGY & ENVIRONMEN	95000107	ECOLOGY &	38.70
TOTAL: 30 November 1996				<u>61.04</u>

31 May 1997

4.09.00.7.90	074082 ?ECOLOGY & ENVIRONMEN	95000107		2955.49
TOTAL: 31 May 1997				<u>2,955.49</u>

30 September 1997

4.09.00.7.90	074082 ?ECOLOGY & ENVIRONMEN	95000107		319.49
TOTAL: 30 September 1997				<u>319.49</u>

GRAND TOTAL

83,009

DESCRIPTION

**MONTHLY
EXPENDITURES**

31 January 1998

4.09.00.7.90

405976 -AMERICAN ENVIRONMENT 96000170

3971.00

TOTAL: 31 January 1998

3,971.00

GRAND TOTAL

3,971

DESCRIPTION			MONTHLY EXPENDITURES
31 August 1997			
4.09.00.7.90	413636 ?APPLIED EARTH SCIENC	97000013	27087.50
TOTAL: 31 August 1997			<u>27,087.50</u>
30 September 1997			
4.09.00.7.90	413636 ?APPLIED EARTH SCIENC	97000013	8207.77
TOTAL: 30 September 1997			<u>8,207.77</u>
30 November 1997			
4.09.00.7.89	413636 ?APPLIED EARTH SCIENC	97000013	669.10
TOTAL: 30 November 1997			<u>669.10</u>
31 December 1997			
4.09.00.7.90	413636 -APPLIED EARTH SCIENC	97000013	10908.59
4.09.00.7.90	413636 -APPLIED EARTH SCIENC	97000013	5784.82
TOTAL: 31 December 1997			<u>16,693.41</u>
31 January 1998			
4.09.00.7.90	413636 -APPLIED EARTH SCIENC	97000013	6258.98
TOTAL: 31 January 1998			<u>6,258.98</u>
31 March 1998			
4.09.00.7.89	413636 -APPLIED EARTH SCIENC	97000013	1233.98
TOTAL: 31 March 1998			<u>1,233.98</u>
30 April 1998			
4.09.00.7.89	413636 -APPLIED EARTH SCIENC	97000013	2074.35
4.09.00.7.89	413636 -APPLIED EARTH SCIENC	97000013	1366.70
TOTAL: 30 April 1998			<u>3,441.05</u>
GRAND TOTAL			63,591

DESCRIPTION			MONTHLY EXPENDITURES
31 January 1998			
4.09.00.1.10	427149 -D&Z/KJM JOINT VENTUR	97000029	349.92
4.09.00.1.10	427149 -D&Z/KJM JOINT VENTUR	97000029	368.27
4.09.00.7.89	427149 -D&Z/KJM JOINT VENTUR	97000029	1243.64
4.09.00.7.89	427149 -D&Z/KJM JOINT VENTUR	97000029	5498.36
TOTAL: 31 January 1998			7,460.19
31 March 1998			
4.09.00.1.10	427149 -D&Z/KJM JOINT VENTUR	97000029	960.46
4.09.00.1.10	427149 -D&Z/KJM JOINT VENTUR	97000029	1128.09
4.09.00.7.10	D & Z/KJM Joint Venture	97000029	-5498.36
4.09.00.7.10	D & Z/KJM Joint Venture	97000029	-1762.73
4.09.00.7.10	D & Z/KJM Joint Venture	97000029	-1243.64
4.09.00.7.10	427149 -D&Z/KJM JOINT VENTUR	97000029	3693.17
4.09.00.7.89	D & Z/KJM Joint Venture	97000029	1243.64
4.09.00.7.89	427149 -D&Z/KJM JOINT VENTUR	97000029	1762.73
4.09.00.7.89	D & Z/KJM Joint Venture	97000029	1762.73
4.09.00.7.89	D & Z/KJM Joint Venture	97000029	5498.36
TOTAL: 31 March 1998			7,544.45
30 April 1998			
4.09.00.1.10	427149 -D&Z/KJM JOINT VENTUR	97000029	411.58
4.09.00.7.10	427149 -D&Z/KJM JOINT VENTUR	97000029	617.53
4.09.00.7.10	To correct JE entries (INCORRECT-	97000029	1243.64
4.09.00.7.10	To correct JE entries (INCORRECT-	97000029	1243.64
4.09.00.7.10	To correct JE entries (INCORRECT-	97000029	1243.64
4.09.00.7.10	To correct JE entries (INCORRECT-	97000029	1762.73
4.09.00.7.10	To correct JE entries (INCORRECT-	97000029	1762.73
4.09.00.7.10	To correct JE entries (INCORRECT-	97000029	5498.36
4.09.00.7.10	CORRECTING CODING OF INVOICES	97000029	5498.36
4.09.00.7.89	To correct JE entries (INCORRECT-	97000029	-5498.36
4.09.00.7.89	CORRECTING CODING OF INVOICES	97000029	-5498.36
4.09.00.7.89	To correct JE entries (INCORRECT-	97000029	-1762.73
4.09.00.7.89	To correct JE entries (INCORRECT-	97000029	-1762.73
4.09.00.7.89	To correct JE entries (INCORRECT-	97000029	-1243.64

DESCRIPTION

**MONTHLY
EXPENDITURES**

30 April 1998

4.09.00.7.89	To correct JE entries (INCORRECT-	97000029
4.09.00.7.89	To correct JE entries (INCORRECT-	97000029
	TOTAL: 30 April 1998	

-1243.64
-1243.64
<hr/>
1,029.11

GRAND TOTAL

16,033



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7207
214/749-2916

February 12, 1997

Attention: Cashier
Texas Natural Resource Conservation Commission
MC-214
P.O. Box 13088
Austin, Texas 78711-3088

Dear Sir:

It is the intent of the Dallas Area Rapid Transit (DART) to participate in the Voluntary Cleanup Program as set forth in 361.604 of the Texas Solid Waste Disposal Act. I am requesting assistance and review by the Texas Natural Resource Conservation Commission (TNRCC) staff of the attached application. Two (2) copies of the application and support documents are attached, along with a check in the amount of one thousand dollars (\$1,000) made payable to the TNRCC for oversight costs.

If additional information is necessary, please call me (214/749-2916) at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Thurman Schweitzer". The signature is stylized and cursive, with a large initial "T" and "S".

Thurman Schweitzer
Manager, Environmental Compliance

c: Project File

Encl.

VENDOR **419553 TNRCC**

DATE **2/06/97** **00263914**

U263914

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
012497	1/24/97	CLEANUP PROGRAM	1000.00		1000.00
Dallas Area Rapid Transit P.O. Box 660163 660163 Dallas, Texas 75266-7222 214/749-3278			1000.00	TOTAL	1000.00



Dallas Area Rapid Transit
 P.O. Box 660163
 Dallas, Texas 75266-7222
 214/749-3278

NationsBank
 NationsBank of Texas, N.A.

0263914

VOID AFTER 60 DAYS

Y EXACTLY \$***1,000 DOLLARS AND 00 CENTS

DATE **2/06/97** AMOUNT **\$***1,000.00**

TO THE
 ORDER
 OF

TNRCC **419553**
FINANCIAL ADMIN/CASHIER'S OFFICE
PO BOX 13087
AUSTIN TX 78711-3087

AUTHORIZED SIGNATURE

⑈0263914⑈ ⑆111901551⑆ ⑈4840798⑈

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

LPS Form AR42A (Rev. 05-19-97)

DETACH TOP PORTION AND RETURN WITH PAYMENT - KEEP BOTTOM PORTION FOR YOUR RECORDS

INVOICE DATE	REFERENCE	DESCRIPTION	AMOUNT	BALANCE
APR 08, 97	E720370	PROJECT: 31380 UNALLOCATED CASH	925.91	92
JUL 31, 97	VCP0001222	PROJECT: 313800 FY97 Q3 VOLUNTARY CLEANUP	1,870.78	94

PLEASE RETURN COUPON WITH PAYMENT. FOR QUESTIONS CONCERNING CHARGES, PLEASE CALL 512-239-5891.

ACCOUNT NO.	THIS STATEMENT REFLECTS ALL PAYMENTS RECEIVED THROUGH	LATE FEES	BALANCE D
0900374	JUL 29, 97	0.00	94

BILLING DATE: JUL 31, 97

See REVERSE SIDE for Explanation of Charges and TNRCC Contact Telephone Numbers. If you have questions after reading the insert and back of bill, please call.

PLEASE PAY THIS AMOUNT ↑
INCLUDE ACCOUNT NUMBER ON CHECK

VENDOR **419553** **TNRCC**

DATE **8/1/97**

00275557

0275557

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
080697	8/06/97	VOLUNTARY CLEAN	944.87		944.8
Dallas Area Rapid Transit P.O. Box 13089 • REPORT # 626-7222 214/749-3278			944.87	TOTAL	944.87



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222
214/749-3278

NationsBank
NationsBank of Texas, N.A.

0275557

VOID AFTER 60 DAYS

PAY EXACTLY \$***944 DOLLARS AND 87 CENTS**

DATE
8/12/97

AMOUNT
\$***944.87**

TO THE
ORDER
OF

**TNRCC
P.O. BOX 13089
AUSTIN,**

419553

TX 78711-3089

AUTHORIZED SIGNATURE

⑈0275557⑈ ⑆111901551⑆ ⑈4840798⑈

BILLING DATE: MAR01, 98

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

ACCOUNT NO.	BALANCE DUE
0900374	770.50

CHECK HERE IF YOUR ADDRESS HAS CHANGED. PLEASE INDICATE ADDRESS CHANGE ON BACK.

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

DALLAS AREA RAPID TRANSIT
THURMAN SCHWEITZER
P.O. BOX 660163

DALLAS

TX 752667207

0000900374 5493603 00000770500331989

--	--	--

EASE RETURN COUPON WITH PAYMENT. FOR QUESTIONS CONCERNING CHARGES, EASE CALL 512-239-5891.

ACCOUNT NO.	THIS STATEMENT REFLECTS ALL PAYMENTS RECEIVED THROUGH:	LATE FEES	BALANCE DUE
0900374	MAR05, 98	0.00	770.!

BILLING DATE: MAR01, 98

See REVERSE SIDE for Explanation of Charges and TNRCC Contact Telephone Numbers. If you have questions after reading the insert and back of bill, please call.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHE

TOTAL FOR BILLING PERIOD:

770.50

VENDOR **430738** TEXAS NATL RESOURCE CONS C DATE **3/13/98** **00405179** **040517**

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
031398	3/13/98	ACCT NO. 900374	770.50		770.5

Dallas Area Rapid Transit
P.O. Box ~~1099~~ **660163** • **75266-7222** **770.50** **TOTAL** **770.50** **770.5**
214/749-3278

WARNING: THIS DOCUMENT HAS UV FIBERS, WATER MARK ON REVERSE SIDE AND MICRO-PRINTED SIGNATURE LINE.



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222

NationsBank
NationsBank of Texas, N.A.

040517

VOID AFTER 60 DAYS

PAY EXACTLY \$***770 DOLLARS AND 50 CENTS** **DATE 3/26/98** **AMOUNT \$*****770.50**

TEXAS NATURAL RESOURCE CONS C 430738
FINANCIAL ADMIN/MC 214
PO BOX 13088
AUSTIN TX 78711-3088

TO THE
ORDER
OF

AUTHORIZED SIGNATURE

⑈0405179⑈ ⑆111901302⑆ ⑈1254840798⑈

CHECK/WIRE REQUEST

Complete this section for Check or Wire Request

<input checked="" type="checkbox"/>	Check Request	Payee: Don Daniel
	Wire Request	

Intra-Bank Transfer	Address:
Date Needed 8-25-97	9301 Moss Trail Dallas, Texas 75231

Amount: \$750.00

Purpose: Fee for service as Special Commissioner in DART v. ABP Investment #III, Ltd., et al, Cause No. CC-97-00352-D

APPROVAL

Manager	<i>[Signature]</i>
Assistant Vice President	<i>[Signature]</i>
Vice President	<i>[Signature]</i>
President/Executive Director	

Special Instructions
Please notify Susan Jones when check is ready

Initiated by: Susan Jones

Date: 8-18-97

Budget Analyst

[Signature] 8/18/97

Account Code(s)	Amount	Remaining Bud Balance
100-10000-BCPB95005-884	750. ⁰⁰	700mil

Wire Information (to be completed by Finance Department)

Repetitive Wire No:	Fund:
---------------------	-------

For Non-Repetitive Wire

Bank Name/Location	ABA #
Credit to:	Account #
Further Credit/Attn:	

For Treasury Use Only

Date/Time of Bank Notification	Wire Reference No.	Placed by
--------------------------------	--------------------	-----------

Authorized Signature	Authorized Signature
----------------------	----------------------

AP40 A

*** A/P INVOICE SELECTION ***

ENTER: Company 100
Vendor Nbr 430602
Invoice Nbr

DALLAS AREA RAPID TRANSIT
DON DANIEL
P.O.

S	Invoice #	Type			Original Amt	Paid To Date	Remaining Am
C	Check #	Pmt Dt	Due Date				
	081897	-00 R	08/21/97		750.00	750.00	.0
	276332	08/22/97					

PF: 4 INV PMT 5 PMT/CHK 6 DIST 7 VEND BAL 8 SRCH 9 COMM
*** INQUIRY COMPLETE

check mailed by treasury

*Don Daniel
214-341-0649*

*did rcv check ✓
did NOT -*

*Kristina Yamparis
214-265-1441*

*Did rcv =
Did NOT -*

check mailed by treasury

CHECK/WIRE REQUEST

Complete this section for Check or Wire Request

<input checked="" type="checkbox"/>	Check Request	Payee: Christina Yanpanis
	Wire Request	
	Intra-Bank Transfer	Address: 6155 Sudbery Dallas, Texas 75214
Date Needed 8-25-97		
Amount: \$750.00		

Purpose: Fee for service as Special Commissioner in DART v. ABP Investment #III, Ltd., et al, Cause No. CC-97-00352-D	APPROVALS
	Manager <i>D. C. Shel</i> Assistant Vice President <i>Herman D. Wardlaw</i> <i>GA</i>

Special Instructions Please notify Susan Jones when check is ready	Vice President <i>J. L. Perkins</i> President/Executive Director
---	---

Initiated by: Susan Jones	Date: 8-18-97	Budget Analyst <i>Antia Nitsche</i> 8/18/97
---------------------------	---------------	---

Account Code(s)	Amount	Remaining Bud Balance
100-10000-BCPB 9.5005-884	750	7.0 mil

Wire Information (to be completed by Finance Department)

Repetitive Wire No:	Fund:
---------------------	-------

For Non-Repetitive Wire

Bank Name/Location	ABA #
Credit to:	Account #
Further Credit/Attn:	

For Treasury Use Only

Date/Time of Bank Notification	Wire Reference No.	Placed by
Authorized Signature	Authorized Signature	

AP40 A

*** A/P INVOICE SELECTION ***

ENTER: Company _____100
Vendor Nbr 430601_____
Invoice Nbr _____

DALLAS AREA RAPID TRANSIT
CHRISTINA YANPANIS
P.O. _____

S	Invoice #	Type			Original Amt	Paid To Date	Remaining Am
C	081897	-00 R	08/21/97		750.00	750.00	.0
-	276331	08/22/97					
-							
-							
-							
-							
-							
-							

PF: 4 INV PMT 5 PMT/CHK 6 DIST 7 VEND BAL 8 SRCH 9 COMM
*** INQUIRY COMPLETE

Check mailed by treasury

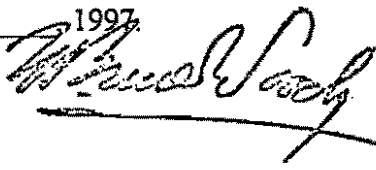
DALLAS AREA RAPID TRANSIT and	§	Condemnation Proceeding
TOWN OF ADDISON	§	
Petitioners,	§	
V.	§	filed with the Judge of
ABP Investment #III, Ltd., et al,	§	the County Court at Law No. 4
Defendants.	§	Dallas County, Texas

COMMISSIONERS' FEE ORDER

BE IT REMEMBERED, that after consideration of the services rendered by each Special Commissioner appointed in the above styled and numbered eminent domain proceeding,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that each Special Commissioner is each entitled to the sum indicated below:

Martha Weisend	\$	<u>800.00</u>
Don Daniel	\$	<u>750.00</u>
Christina Yanpanis	\$	<u>750.00</u>

SIGNED this 13 day of Aug. 1997


JUDGE, County Court at Law No. 4
Dallas County, Texas

CHECK/WIRE REQUEST

Complete this section for Check or Wire Request

<input checked="" type="checkbox"/>	Check Request	Payee: Martha Weisend
	Wire Request	
	Intra-Bank Transfer	Address:
Date Needed 8-25-97		6031 Highplace Circle Dallas, Texas 75240
Amount: \$800.00		

Purpose: Fee for service as Special Commissioner in DART v. ABP Investment #III, Ltd., et al, Cause No. CC-97-00352-D	APPROVALS
	Manager <i>[Signature]</i>
	Assistant Vice President <i>Thurman D. Wardlaw</i>

Special Instructions Please notify Susan Jones when check is ready	Vice President <i>[Signature]</i>
	President/Executive Director

Initiated by: Susan Jones	Date: 8-18-97	Budget Analyst <i>Amie Nitschke</i> 8/18/97
---------------------------	---------------	--

Account Code(s)	Amount	Remaining Bud Balance
100-10000-BCFB95005-894	800.00	7.0M-0

Wire Information (to be completed by Finance Department)

Repetitive Wire No:	Fund:
---------------------	-------

For Non-Repetitive Wire

Bank Name/Location	ABA #
Credit to:	Account #

Further Credit/Attn:

For Treasury Use Only

Date/Time of Bank Notification	Wire Reference No.	Placed by
Authorized Signature	Authorized Signature	

VENDOR 430599 MARTHA WEISEND

DATE 8/22/97

00276329

0276329

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
081897	8/18/97	FEE SERV/CAUSE	800.00		800.00
Dallas Area Rapid Transit P.O. Box 1099 • REP OFFICE 75266-7222 214/749-3278			800.00		800.00
TOTAL			800.00		800.00



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222
214/749-3278

NationsBank
NationsBank of Texas, N.A.

0276329

VOID AFTER 60 DAYS

PAY EXACTLY \$*****800 DOLLARS AND 00 CENTS

DATE 8/22/97 AMOUNT \$*****800.00

MARTHA WEISEND 430599
6031 HIGHPLACED CR
DALLAS TX 75240

TO THE ORDER OF

AUTHORIZED SIGNATURE

⑈0276329⑈ ⑆111901551⑆ ⑆4840798⑈

AP40 A

*** A/P INVOICE SELECTION ***

ENTER: Company 100 DALLAS AREA RAPID TRANSIT
Vendor Nbr 430599 MARTHA WEISEND
Invoice Nbr P.O.

S	Invoice #	Type				Original Amt	Paid To Date	Remaining Am
C	Check #	Pmt Dt	Due Date					
-	081897	-00 R	08/21/97			800.00	800.00	.0
-	276329	08/22/97						
-								
-								
-								
-								
-								
-								
-								

PF: 4 INV PMT 5 PMT/CHK 6 DIST 7 VEND BAL 8 SRCH 9 COMM
*** INQUIRY COMPLETE

This Check was sent by me.



CHECK/WIRE REQUEST

SECTION A COMPLETE FOR ALL REQUESTS	<input checked="" type="checkbox"/> CHECK REQUEST <input type="checkbox"/> WIRE REQUEST		PAYEE Hanford/Healy Appraisal Company	
	DATE NEEDED 8-18-97		ADDRESS GMAC Commercial Mortgage Corporation Attn: Janet Stein P.O. Box 1015 Horsham, PA 19044-8015	
	AMOUNT 5,750.00			
	PURPOSE Appraisal fee for DART property at 4801 Arapaho Rd., Addison, TX		APPROVAL TO PAY	
SPECIAL INSTRUCTIONS Please notify Susan Jones when check is ready.		MANAGER <i>Car. Schell</i>		
		ASSISTANT VICE PRESIDENT <i>Thomas K. ...</i>		
		VICE PRESIDENT <i>Thomas D. Wardlaw</i>		
		PRESIDENT/EXECUTIVE DIRECTOR		
INITIATED BY: Susan Jones		DATE: 8-11-97	BUDGET <i>for Anita Nitsche 8/13/97</i> <i>Johna Winingham</i>	
ACCOUNT CODE(S) TX-90-0306-00 1A32-04		CC#	SUB ACCT.#	AMOUNT
546-100000-0-10801-30		80PB95005-883		5,750.00 C.S.
				REMAINING BUDGET BALANCE
				3.6 mil. 0
SECTION B COMPLETE FOR WIRES ONLY	REPETITIVE WIRE: NO <input type="checkbox"/> (COMPLETE SECTION BELOW) YES <input type="checkbox"/> # _____			TEST CODE
	BANK NAME/LOCATION			ABA #
	CREDIT TO:			ACCOUNT #
	FURTHER CREDIT/ATTN.:			
SECTION C FINANCE ONLY	FUND	(1) AUTHORIZED SIGNATURE		(2) AUTHORIZED SIGNATURE
	DATE/TIME OF BANK NOTIFICATION	WIRE REFERENCE	PLACED BY	

VENDOR: 430573 HANFORD/HEALY APPRAISAL CO DATE: 8/ 97 00276013 0276013

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
081197	8/11/97	APPRAISAL FEE/D	5750.00		5750.0
Dallas Area Rapid Transit P.O. Box 860163 • Dallas, Texas 75286-7222 214/749-3278			5750.00		5750.00
TOTAL			5750.00		5750.00



Dallas Area Rapid Transit
 P.O. Box 860163
 Dallas, Texas 75286-7222
 214/749-3278

NationsBank
 NationsBank of Texas, N.A.

0276013

VOID AFTER 60 DAYS

PAY EXACTLY \$*****5,750 DOLLARS AND 00 CENTS

DATE	AMOUNT
8/19/97	\$*****5,750.00

HANFORD/HEALY APPRAISAL CO 430573
 GNAC COMMERCIAL MORTG CORP
 P.O. BOX 1015
 HORSHAM PA 19044-8015

TO THE ORDER OF

AUTHORIZED SIGNATURE

⑈0276013⑈ ⑈11190155⑈ ⑈4840798⑈

CHECK/WIRE REQUEST

Complete this section for Check or Wire Request

<input checked="" type="checkbox"/>	Check Request	Payee: Hanford/Healy Appraisal Company	
	Wire Request		
	Intra-Bank Transfer		
Date Needed 10-22-97		Address: GMAC Commercial Mortgage Corp. Attn Janet Stein 650 Dresher Road P.O. Box 1015 Horsham, PA 19044-8015	
Amount \$1,050			
Purpose: Appraisal Fee for DART on 4801 Arapaho Road, Addison, Texas		APPROVALS	
		Manager	
Special Instructions: Please notify Susan Jones when check is ready		Assistant Vice President	
		Vice President	
Initiated by: Susan Jones Date: 10-15-97		President/Executive Director	
		Budget Analyst	
Account Code(s)		Amount	Remaining Bud Balance
Wire Information (to be completed by Finance Department)			
Repetitive Wire No:		Fund:	
For Non-Repetitive Wire			
Bank Name/Location		ABA #	
Credit to:		Account #	
Further Credit/Attn:			
For Treasury Use Only			
Date/Time of Bank Notification		Wire Reference No.	Placed by
Authorized Signature		Authorized Signature	

VENDOR 430573

HANDFORD HEALY APPRIASAL CO

DATE 10/24/97

00280383

0280383

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
102097	10/20/97	APPRAISAL FEE	1050.00		1050.00
Dallas Area Rapid Transit P.O. Box 660768 • Dallas, Texas 75266-7222 214/749-3278			TOTAL		1050.00



Dallas Area Rapid Transit
 P.O. Box 660163
 Dallas, Texas 75266-7222
 214/749-3278

NationsBank
 NationsBank of Texas, N.A.

0280383

VOID AFTER 60 DAYS

PAY EXACTLY \$***1,050 DOLLARS AND 00 CENTS

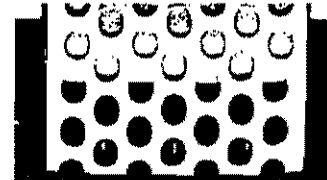
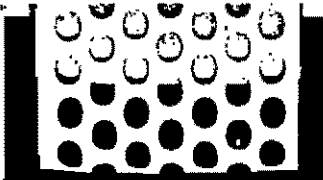
DATE 10/24/97 AMOUNT \$***1,050.00

TO THE ORDER OF

HANDFORD HEALY APPRIASAL CO 430573
 650 DRESHER RD
 PO BOX 1015
 HORSHAM PA 19044-8015

AUTHORIZED SIGNATURE

⑈0280383⑈ ⑆111901551⑆ ⑆4840798⑈





CHECK/WIRE REQUEST

SECTION A COMPLETE FOR ALL REQUESTS	<input checked="" type="checkbox"/> CHECK REQUEST <input type="checkbox"/> WIRE REQUEST		PAYEE Earl Bullock, County Clerk																																													
	DATE NEEDED 3-31-96		ADDRESS 500 Main Street - Cost Department Dallas County Records Bldg. Dallas, Texas 75202																																													
	AMOUNT 465.00																																															
	PURPOSE Payment of 3 cost Bills in DART v. VVI, Inc, CC-97-00351-C; ABP Investment III, Ltd., et al, CC-97-00352-D and Addison Beltway Joint Venture, CC-97-00353-E		APPROVAL TO PAY MANAGER ASSISTANT VICE PRESIDENT VICE PRESIDENT PRESIDENT/EXECUTIVE DIRECTOR																																													
	SPECIAL INSTRUCTIONS Please notify Susan Jones when check is ready.																																															
INITIATED BY: Susan Jones	DATE: 3-24-97	BUDGET																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5">ACCOUNT CODE(S)</th> <th rowspan="2">AMOUNT</th> <th rowspan="2">REMAINING BUDGET BALANCE</th> </tr> <tr> <th>CO.#</th> <th>C.C.#</th> <th>CL.#</th> <th>GL#</th> <th>SUB ACCT.#</th> </tr> </thead> <tbody> <tr> <td>□□□</td> <td>- □□□□□□</td> <td>- □</td> <td>- □□□□□□</td> <td>- □□</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>□□□</td> <td>- □□□□□□</td> <td>- □</td> <td>- □□□□□□</td> <td>- □□</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>□□□</td> <td>- □□□□□□</td> <td>- □</td> <td>- □□□□□□</td> <td>- □□</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>□□□</td> <td>- □□□□□□</td> <td>- □</td> <td>- □□□□□□</td> <td>- □□</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>□□□</td> <td>- □□□□□□</td> <td>- □</td> <td>- □□□□□□</td> <td>- □□</td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>		ACCOUNT CODE(S)					AMOUNT	REMAINING BUDGET BALANCE	CO.#	C.C.#	CL.#	GL#	SUB ACCT.#	□□□	- □□□□□□	- □	- □□□□□□	- □□	\$	\$	□□□	- □□□□□□	- □	- □□□□□□	- □□	\$	\$	□□□	- □□□□□□	- □	- □□□□□□	- □□	\$	\$	□□□	- □□□□□□	- □	- □□□□□□	- □□	\$	\$	□□□	- □□□□□□	- □	- □□□□□□	- □□	\$	\$
ACCOUNT CODE(S)					AMOUNT	REMAINING BUDGET BALANCE																																										
CO.#	C.C.#	CL.#	GL#	SUB ACCT.#																																												
□□□	- □□□□□□	- □	- □□□□□□	- □□	\$	\$																																										
□□□	- □□□□□□	- □	- □□□□□□	- □□	\$	\$																																										
□□□	- □□□□□□	- □	- □□□□□□	- □□	\$	\$																																										
□□□	- □□□□□□	- □	- □□□□□□	- □□	\$	\$																																										
□□□	- □□□□□□	- □	- □□□□□□	- □□	\$	\$																																										
SECTION B COMPLETE FOR WIRES ONLY	REPETITIVE WIRE: NO <input type="checkbox"/> (COMPLETE SECTION BELOW) YES <input type="checkbox"/> # _____				TEST CODE																																											
	BANK NAME/LOCATION			ABA #																																												
	CREDIT TO:			ACCOUNT #																																												
	FURTHER CREDIT/ATTN.:																																															
SECTION C FINANCE ONLY	FUND	(1) AUTHORIZED SIGNATURE		(2) AUTHORIZED SIGNATURE																																												
	DATE/TIME OF BANK NOTIFICATION	WIRE REFERENCE		PLACED BY																																												

VENDOR **071881** **EARL BULLOCK COUNTY CLERK** DATE **4/01/97** **00267182** **0267182**

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
032497	3/24/97	PAYMENT COST BI	465.00		465.00
Dallas Area Rapid Transit P.O. Box 6099 • REPORTABLE 75266-7222 214/749-3278			465.00	TOTAL	465.00



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222
214/749-3278

NationsBank
NationsBank of Texas, N.A.

0267182

VOID AFTER 60 DAYS

PAY EXACTLY \$*****465 DOLLARS AND 00 CENTS DATE **4/01/97** AMOUNT **\$*****465.00**

EARL BULLOCK COUNTY CLERK
DALLAS COUNTY RECORDS BLDG
500 MAIN ST
DALLAS TX 75202

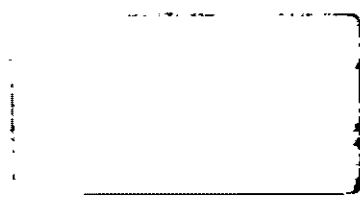
071881

[Handwritten Signature]

TO THE
ORDER
OF

AUTHORIZED SIGNATURE

⑈0267182⑈ ⑆111901551⑆ ⑈4840798⑈



0371

CASE
FILE DOCKET
AND
FEE BOOK

DALLAS AREA RAPID TRANSIT SCHULZE D
PLAINTIFF NAME PLAINTIFF ATTORNEY
ABP INVESTMENT III LTD ET
DEFENDANT NAME DEFENDANT ATTORNEY

1-14-97 97-00352-D
FILE DATE CASE NO.
CONDEMNATION
TYPE CASE

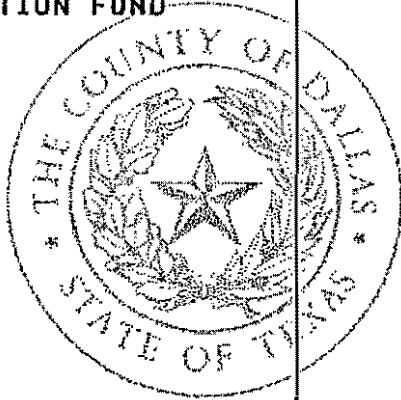
ACTIVE

DISPOSITION COST AGAINST DATE REFERENCE JUDGEMENT AMOUNT
TRUST FUND BALANCE

1/31/97
PAGE 1

FOR CLERKS USE ONLY	
SPECIAL FUND	AUDIT DATE
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
00	RESTRICTED
00	COST

TRANSACTION DATE	TRANSACTION DESCRIPTION	REFERENCE	P OR D	TRAN CODE	NON-FEE ACCOUNTS	DALLAS COUNTY FEE ACCOUNTS	
						DEPOSITS	CHARGES
1-14-97	JUDIC SALARY FEE		P	13			3000
1-14-97	SECURITY FEE		P	26			500
1-14-97	RECORD MGT FEE		P	27			500
1-14-97	CLERKS FEE		P	31			4000
1-14-97	COURT RPT SVC FEE		P	33			1500
1-14-97	BAILIFF FEE		P	35			3000
1-14-97	LAW LIBRARY FUND		P	36			1500
1-14-97	APPELLATE FUND		P	52			500
1-14-97	MEDIATION FUND		P	55			1000
TOTAL GROSS CASE COST		15500			00	00	15500
COST BALANCE						15500	DUE



450

MAIL ADDRESS: EARL BULLOCK, COUNTY CLERK
DALLAS COUNTY RECORDS BUILDING
DALLAS, TEXAS 75202
TELEPHONES: COST DEPARTMENT 653-7090

PAY THIS AMOUNT →

0371

CASE
FILE DOCKET
AND
FEE BOOK

DALLAS AREA RAPID TRANSIT SCHULZE D
PLAINTIFF NAME PLAINTIFF ATTORNEY
ADISON BELTWAY JOINT VENT
DEFENDANT NAME DEFENDANT ATTORNEY

1-14-97 97-00353-E
FILE DATE CASE NO.
CONDEMNATION
TYPE CASE

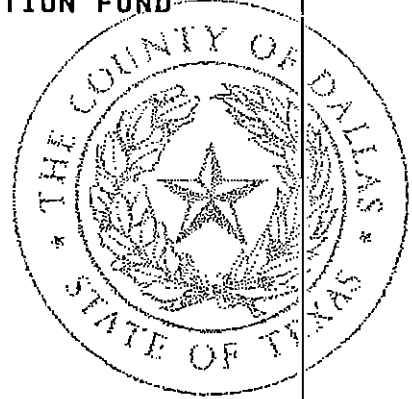
ACTIVE

DISPOSITION COST AGAINST DATE REFERENCE JUDGEMENT AMOUNT
TRUST FUND BALANCE

1/31/97
PAGE 1

FOR CLERKS USE ONLY	
SPECIAL FUND	AUDIT DATE
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
	1-15-97
00	RESTRICTED
00	COST

TRANSACTION DATE	TRANSACTION DESCRIPTION	REFERENCE	P OR D	TRAN CODE	NON-FEE ACCOUNTS	DALLAS COUNTY FEE ACCOUNTS		
						DEPOSITS	CHARGES	
1-14-97	JUDIC SALARY FEE		P	13			3000	
1-14-97	SECURITY FEE		P	26			500	
1-14-97	RECORD MGT FEE		P	27			500	
1-14-97	CLERKS FEE		P	31			4000	
1-14-97	COURT RPT SVC FEE		P	33			1500	
1-14-97	BAILIFF FEE		P	35			3000	
1-14-97	LAW LIBRARY FUND		P	36			1500	
1-14-97	APPELLATE FUND		P	52			500	
1-14-97	MEDIATION FUND		P	55			1000	
TOTAL GROSS CASE COST						00	00	15500
COST BALANCE								15500 - DUE



451

MAIL ADDRESS: EARL BULLOCK, COUNTY CLERK
DALLAS COUNTY RECORDS BUILDING
DALLAS, TEXAS 75202
TELEPHONES: COST DEPARTMENT 653-7090

PAY THIS AMOUNT →

Date: 15-Jul-98 10:27
From: BBEVERLY @DART (Bian Beverly)
To: DSCHULZE
Subject: re: (fwd) Addison Transit Center

David -
I've finally reviewed all my notes and files. It appears that I spent a total of about 140 hours in the Addison matter. This includes meetings and conversations with the State, review of VCP documents and information, site visits, meetings and calls with DART environmental staff to review issues, time spent sending information to the City, making calls to the city and conversations with city attorney and representatives, review of VCP billings and addressing VCP billing issues (VCP = TNRCC's Voluntary Compliance Plan)

>Date: 23-Jun-98 09:51
>From: DSCHULZE @DART (David Schulze)
>To: BBEVERLY, WARDLAW
>Subject: (fwd) Addison Transit Center

>
>I am in the process of gathering invoices and expenses associated with the
>acquisition of property for the Addison Transit Center. Under DART's
>agreement with Addison, acquisition costs will be shared. Please provide
>me with copies of invoices, billing statements, cost receipts, or any other
>documentation of costs related to the acquisition of the property. Please
>include appraisal costs, environmental studies, application fees,
>consultant fees, and time records indicating how much DART staff time was
>spent on the project. Forward the information to me and I will review all
>the accumulated records and determine which are to be included in our
>request for reimbursement to Addison. You can contact me at 749-3176 if
>you have any questions concerning this matter. Let me know if there is
>anyone else that may have these kinds of records. I would like to begin
>the review process on Monday, June 29, 1998.

>
>David C. Schulze

>
>
>Bian and Herman: I've not received anything from either of you on this.
>If you have nothing, please let me know. If you do have applicable cost
>information, I need that at the earliest possible time. I am trying to get
>everything together to send to Addison for reimbursement. Thank you for
>your attention. David.

**DART Legal Department
ACTIVITY LOG**

Matter Addison Transit Center: Pinnell Tract
Attorney David C. Schulze

DATE	TIME	ACTIVITY
<u>5 Nov. '96</u>	<u>1 hr.</u>	<u>Phone call for Baumgartner; set up trip for Matting to discuss status of Acquisition.</u>
<u>11 Nov. '96</u>	<u>2 hrs.</u>	<u>Mtg w/ Addison (Dipple, Hill, Baumgartner). To discuss Environmental Problem, Time line for Acquisition</u>
<u>15 Nov. '96</u>	<u>2 1/2 hrs.</u>	<u>Draft & forward letter to Ken Dipple setting out time line; Meet with Paul Jones, Bismbecker, to discuss phone call for Pinnell's Review Approach w/ TNRC in light of Pinnell willingness to cooperate</u>
<u>3 Dec '96</u>	<u>1 1/2 hrs</u>	<u>Mtg. w/ Enviro. Consultants "Ecology & Environment, inc" Re: Process for Voluntary Cleanup Program w/ TNRC. Paul, Brian, Drs. KC, Carolyn A. Dinkoosian, David Donohoe</u>
<u>30 Dec. '96</u>	<u>3 hrs</u>	<u>Prepare Statute in Contemnation - Review & Research title, Draft City Resolution Involving Agent</u>
<u>31 Dec. '96</u>	<u>2 hrs</u>	<u>Completed Drafting Statute in Contemnation; Attempted filing @ County Court - without success -</u>
<u>2 Jan '97</u>	<u>1 hr.</u>	<u>Reviewed Statute w/ Paul Jones; Called Ken Dipple w/ update on filing case & progress of Environmental/voluntary cleanup program.</u>
<u>14 Jan '97</u>	<u>3 hrs.</u>	<u>filed case; spoke w/ George Chapman; Drafted Correspondence & Prepared Lis Pendens</u>
<u>13 Jan '97</u>	<u>1 hr.</u>	<u>Spoke with Ken Pinnell by Phone: Reviewed Status of file.</u>
<u>15 Jan '97</u>	<u>2 hrs</u>	<u>Spoke w/ John Baumgartner Re: Status of Case: Confirmed that all info. from Pinnell should be directed to ME @ DART: Completed Correspondence; spoke w/ John Hill Re: status of case - Filed & Request</u>

CONFIDENTIAL ATTORNEY WORK PRODUCT Public Necessity Resolution from Addison

**DART Legal Department
ACTIVITY LOG**

Matter _____

Attorney _____

DATE	TIME	ACTIVITY
1-22-97	2 hrs.	Reviewed info of Transmittal to Pinnell for Review Re: owners of tracts of Dats... for UCP application.
1-24-97	3 hrs.	Reviewed title info - Draft of transit letter to Waggoner Nat'l Bank; Disclaimer of interest in ED Matter:
1-28-97		Called Dave Niswanger Re: Found Public Necessity Resolution - Don't need to go to Council.; Reviewed title info; Called Ken Dippel to request Name of UCP Signatory for Address
1-31-97		Spoke w/ Pinnell by phone (he called). Asked Program of Anticipated timing: I said to the best of my knowledge, I anticipate that something will "happen" within 6 months... He wanted a year or so... I didn't give it but restated myself.
2-4-97		Ken Dippel called: gave him update on status of Case & UCP Application.
3-6-97	3 hrs	Title Research in Prep for Amending Statute in Condemnation.
3-13-97	4 hrs	Title work Re: Amended Statute: Collision Trucking Lien, Citicorp Lien, Registered Agents for Service
3-25-97	3 hrs	Mtg Re: TNRS - UCP. Phone Conference
4-2-97	1 hr.	Rtd Pinnell phone call; Discussed status of Deal with George Chapman
4-16-97	1 hr.	Spoke w/ R. Denton & Glenn Siple Re: Appraisal; Testimony @ Hearing; Scheduled Meeting to further discuss details

DATE	TIME	ACTIVITY
4-28-97	2 hrs	Met w/ Glenn Silus. Appraiser. R: Updated Appraisal & Testimony
4-29-97	2 hrs.	Spoke w/ Lou Jones. R: Amending Statute & Tax implications for Partnership/Partners in disposition of Property; Spoke w. Dan Martens R: Morningstar Entertainment lease & potential for waiver of service re Disclaimer of interest.
6-16-97	4 hrs.	Record New Ownership info Recd from Lou Jones, Thompson & Knight; Prepare Amended Statute & Amended Lis Pendens
6-17-97	2 hrs	Draft Correspondence; Prepare Documents for filing; Phone Conference w/ George Chapman, Mike Barron; Commissioner Martha Wiesenand
6-24-97	15 min	Phone Conf. w/ Ken Dippel to Discuss Status of Case
7-8-97.	45 min.	Talked to Ken Dippel, Left Message for Geo Chapman, Mike Barron, Martha Wiesenand... R: Hearing Date
7-10-97.	1 hr.	Spoke w/ George Chapman, Mike Barron, Glenn Silus, Condo R: Setting Hearing
7-14-97	1 hr.	Worked on Setting Hearing
7-17-97	2 hrs.	Confirmed Hearing Dates w/ Parties, Commissioners.
7-22-97	1/2 hr	Talked to Ken Dippel R: Pinelli's inverse Condemnation Case - I'll let him know if I hear anything
7-25-97	2 hrs	Correspondence of Chapman, Barron; Paid Notice for Service
7-31-97	6 hrs	Revised waiver; Rule 11 Agent R: inverse Case; Conference w/ Appraiser. R: Status of Appraisal;
8-4-97	4 hrs.	Reviewed Correspondence; Case Work-up.
8-6-97	5 hrs.	Case Work-up; Conf. w/ Appraiser.
8-7-97.	8 hrs.	Mtg w/ Appraiser; Case work-up

DATE	TIME	ACTIVITY
8-8-97	6 hrs.	Conference w/ Appraisers; Correspondence; done w/ lawyer.
8-9-97.	2 hrs.	Pick-up Appraisal; & transmit
8-10-97	1 hr.	file Organization
8-11-97	6 hrs.	Prep for Hearing; Mtg w/ Appraisers; Conf w/ Morningstar Entertainment.
8-12-97	7 hrs	Hearing Prep, Appear Hearing.
8-13-97	4 hrs	Draft Correspondence; file Draft's w/ Court
8-14-97	2 hrs	Review Award; Prep for Mtg w/ Addison.
8-15-97		Mtg w/ Addison;
8-21-97	6 hrs	Prep. Notice of Deposit, writing Basis, etc: Meeting w/ Partia's Coordinate Deposit & Possession

Patricia Whitlow
Time Allocation for
Week Ending August 16, 1997

MATTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
ABP v. DART (Addison condemnation)			2.75			2.75
Betz v. DART			0.25	0.5		0.75
City Industries v. DART	0.25			0.5		0.75
DART v. Judy Carter (collection)	0.5		0.25			0.75
DMN v. DART	1.25			1.5		2.75
Diamond Pharmacy (collection)				0.25		0.25
Mayfield v. DART			0.25	1.25		1.5
Reunion v. DART	1					1
Reyes v. DART	0.25		0.25	0.75		1.25
Reynolds v. DART			0.75			0.75
RT Realty v. DART	0.75					0.75
Stayart v. DART	0.25		0.25	0.25		0.75
TCI v. DART			0.25	0.25		0.5
Teleport v. DART	0.25	0.75	0.25			1.25
Wilson/Baldwin v. DART	0.75	0.5	1.25	0.75		3.25
						0
General/Misc.	2.75	7.25	1	2		13
						0
TOTAL/DAY	8	8.5	7.5	8		32



CHECK/WIRE REQUEST

SECTION A COMPLETE FOR ALL REQUESTS	<input checked="" type="checkbox"/> CHECK REQUEST <input type="checkbox"/> WIRE REQUEST		PAYEE Computer People, Inc.	
	DATE NEEDED April 15, 1998		ADDRESS 5025 Arapaho Road, Suite 175 Dallas, TX 75240	
	AMOUNT \$ 44,571.47			
	PURPOSE Actual Reasonable Moving and Related Expenses. Addison Transit Center, Parcel 2, Tennant 2.		APPROVAL TO PAY	
		MANAGER <i>Herman D. Wardlaw</i> 4/7/98 ASSISTANT VICE PRESIDENT		
SPECIAL INSTRUCTIONS Call Mary Givens at x2804 or e-mail @GIVENS when Check is ready for pick-up.		VICE PRESIDENT PRESIDENT/EXECUTIVE DIRECTOR		
INITIATED BY: <i>Herman D. Wardlaw</i> Herman D. Wardlaw		DATE: 4/7/98	BUDGET FOR <i>United Fische</i> 4/7/98 <i>Winnham</i>	
ACCOUNT CODE(S) CO. # C.C. # SUB ACCT. # 100 - 100000 - 0 - 10801 - 70		AMOUNT \$ 44,571.47	REMAINING BUDGET BALANCE \$ 1.7 M	
<input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/>		\$	\$	
<input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/>		\$	\$	
<input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/>		\$	\$	
<input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/>		\$	\$	
REPETITIVE WIRE: NO (COMPLETE SECTION BELOW) YES # - - - -		TEST CODE		
BANK NAME/LOCATION		ABA #		
CREDIT TO:		ACCOUNT #		
FURTHER CREDIT/ATTN.:				
FUND	(1) AUTHORIZED SIGNATURE		(2) AUTHORIZED SIGNATURE	
DATE/TIME OF BANK NOTIFICATION		WIRE REFERENCE	PLACED BY	

INVOICE NO.	DATE	DESCRIPTION	GROSS	JNT	DISCOUNT	NET
040798	4/07/98	MOVING RELOCATI	44571.47			44571.4
Dallas Area Rapid Transit P.O. Box 660163 214/749-3278			44571.47	TOTAL		44571.4

WARNING: THIS DOCUMENT HAS UV FIBERS, WATER MARK ON REVERSE SIDE AND MICRO-PRINTED SIGNATURE LINE.

DART
Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222

NationsBank
Member FDIC

040633

VOID AFTER 60 DAYS

PAY EXACTLY \$*44,571 DOLLARS AND 47 CENTS** **DATE 4/14/98** **AMOUNT \$***44,571.47**

TO THE ORDER OF
COMPUTER PEOPLE INC 431705
5025 ARAPAHO RD
STE 175
DALLAS TX 75240

James Allen
K. Cullens
AUTHORIZED SIGNATURE

⑈0406335⑈ ⑆111901302⑆ ⑈1254840798⑈

Received by
Katty Sickey
4/27/98

**COMPUTER PEOPLE
RELOCATION COST LIST**

<u>ITEM</u>	<u>COST</u>
Letterhead, Business Cards, etc.	\$ <u>1,439.82</u>
Customer Notification Cards	\$ <u>267.98</u>
Postage for Customer Notification Cards	\$ <u>112.00</u>
Cost of Addressing Cards	\$ <u>50.00</u>
Change of Address Stamps	\$ <u>63.65</u>
Cost of Removing Outdoor Logo Sign	\$ <u>246.27</u>
Cost of New Indoor Logo Sign	\$ <u>1,000.00</u>
Moving Expenses (Actual Moving Expenses & Insurance Coverage Provided by Carrier)	\$ <u>1,953.00</u>
Copier Moving Expense	\$ <u>930.00</u>
Legal Fees (Lease Negotiations)	\$ <u>2,048.00</u>
Design Fees for New Lease Space	\$ <u>4,379.92</u>
Cost of Reception Desk (To Replace Similar Unit in Prior Location)	\$ <u>2,850.00</u>
Telephone System including design & installation, Network Systems including design & installation, AT&T Circuit (installation only) and technological support for project - \$35,434.35 less \$8,211.40	<u>\$27,222.95</u>
Refinish and Remount Presentation Box	\$ <u>750.00</u>
Employee Keys for New Location	\$ <u>257.88</u>
Relocation Search Expense	\$ <u>1,000.00</u>
TOTAL	\$ <u>44,571.47</u>

Claim for Actual Reasonable Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations



For DART Use Only

Name Computer People, Inc.	Project Name or Number ATC	Parcel Number 2T2	Case Number
-------------------------------	-------------------------------	----------------------	-------------

Instructions: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum fixed payment is \$20,000.) DART will explain the differences between the two types of payments. If you are eligible to choose either payment, DART will help you to determine which is most advantageous. If the full amount of your claim is not approved, DART will provide you with a written explanation of the reason. If you are not satisfied with DART's determination, you may appeal the determination. DART will explain how to make an appeal.

Section A - General

1. Name Under Which Claimant Conducts Operations Computer People, Inc.		2. Name, Address and Telephone Number of Person Filing Claim on Behalf of Claimant Kathy Dickey 972/233-3333 15900 Dooley Road, Dallas, Texas 75244	
3a. Address From Which Claimant Moved 4801 Arapaho Road, Dallas, Texas 75248		3b. Date First Occupied Property January 1, 1990	3c. Date Move Started February 21, 1998
4a. Address to Which Claimant Moved 5025 Arapaho Road - Suite 175, Dallas, Tx. 75240		4b. Date Move Completed February 23, 1998	
5. Type of Operation (Check One) <input checked="" type="checkbox"/> Business <input type="checkbox"/> Farm Operation <input type="checkbox"/> Nonprofit Organization		6. Type of Ownership (Check One) <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit Organization	
		7. Is This a Final Claim? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If "No", Attach Explanation)	

8. Computation of Payment	Item	Amount Claimed	For DART Use Only
(1) Moving Expenses (From Section B)		\$ 35,591.55	\$
(2) Storage Costs (From Section C)		-0-	
(3) Reasonable Search Expenses (From Section D)		1,000.00	
(4) Actual Direct Loss of Personal Property and Substitute Personal Property (From Section E)		— 0 —	
(5) Reestablishment Expenses (From Section F)		7,979.92	
(6) Other (Attach Explanation)		— 0 —	
(7) Total Amount Claimed (Add Lines (1) thru (6))		\$ 44,571.47	\$
(8) Amount Previously Received (If Any)		-0-	
(9) Amount Requested (Subtract Line (8) From Line (7))		\$ 44,571.47	\$

9. Certification By Claimant(s)

Warning: If you knowingly make false statements on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, you may not receive any of the amounts claimed on this form. I certify that this claim and supporting information are true and complete and that I have not been paid for these expenses from any other source.

Signature(s) of Claimant(s) or Claimant(s) Agent: *X Kathy Dickey*
 Title (Type or Print): *Authorized Representative of Computer People*
 Date: *4/6/98*

To Be Completed By DART

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
10. Recommended	\$ 44,571.47	<i>Theresa D. Atwell</i>	<i>Theresa D. Atwell</i>	<i>4/6/98</i>
11. Approved	\$ 44,571.47	<i>Albert E. Hall</i>	<i>Albert E. Hall</i>	<i>4/6/98</i>

Section B - Supporting Data For Moving Expenses (Not Identified in Sections C, D, E or F)
 (If claim is for approved "self-move," only Line (9), Total Costs, needs to be completed)

Identification of Type of Work Performed	Name, Address and Telephone Number of Contractor	Should Payment Be Made Directly to Contractor?		Amount Claimed	For DART Use Only
		Yes	No		
(1)				\$	\$
(2)					
(3)					
(4)					
(5)					
(6)					
(7)	SEE ATTACHED			35,591.55	
(8)					
(9) Total Costs (Enter this amount on Line (1) of Item 8, Section A)				\$	\$

Section C - Supporting Data for Storage Costs

Is This a Final Claim For Storage? Yes No

Computation of Storage Costs

Date Moved to Storage	Date Moved From Storage	Item	Amount	For DART Use Only
Name and Address of Storage Company		Monthly Rate for Storage	\$	\$
		Number of Months in Storage		
		Total Storage Costs (Enter on Line (2) of Item 8, Section A)	\$	\$
Should Payment be Made Directly to Storage Company? <input type="checkbox"/> Yes <input type="checkbox"/> No		Amount Previously Received (Includes This Amount in Line (8) of Item 8, Section A)	\$ N/A	\$

Description of Property Stored (List may be attached)

Section D - Determination of Reasonable Amount of Search Expenses

Item	Amount Claimed	For DART Use Only
(1) Searching Time Number of Hours Hourly Rate of Earnings () × ()	\$	\$
(2) Transportation (Consult with displacing agency on allowable rate per mile for use of personal vehicle)		
(3) Lodging (Dates: Attach receipts)		
(4) Fees Paid to Real Estate Broker or Agent (Attach contract or other evidence)		
(5) Cost of Meals		
(6) Other Expenses (Specify and attach receipts) See Invoice from Christon Company Realtors	1,000.00	
(7) Total Searching Expenses (Add Lines (1) thru (6). Enter this amount, or \$1,000, whichever is less, on Line (3) of Item 8, Section A.)	\$ 1,000.00	\$

Section E - Payment for Actual Direct Loss of Personal Property and Substitute Personal Property (List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. DART will advise on acceptable method for listing items. Attach additional sheets, as needed.)

Part 1 (a) Identify Personal Property for which Payment for Actual Direct Loss is Requested	(b) Fair Market Value For Continued Use At Present Location <small>(Attach appraisals or other evidence)</small>	(c) Proceeds From Sale	(d) Value Not Recovered By Sale <small>(Col. (b) minus Column (c))</small>	(e) Estimated Cost of Moving Old Property <small>(To be entered by Agency)</small>	(f) Amount Claimed <small>(Lesser of Column (d) or (e))</small>	(g) For DART Use Only
	\$	\$	\$	\$	\$	\$
Part 2 Identify Substitute Personal Property for which Payment is Requested	Actual Cost of Substitute Property Delivered and Installed at New Location <small>(Attach Documentation)</small>	Proceeds From Sale or Trade-In of Property That Was Replaced	Net Cost of Substitute Personal Property <small>(Col. (b) minus Column (c))</small>			
	\$	\$	\$	\$	\$	\$
Claimant's Release of Personal Property	(1) Total (Add all entries in Parts*1 and 2)			\$	\$	
I release to DART ownership of all personal property remaining on the real property.	(2) Cost of Effort to Sell Property (e.g., advertising)			\$	\$	
Signature(s) of Claimant(s) or Claimant(s) Agent	Date	(3) Total Amount Claimed (Add Lines (1) and (2). Enter on Line (4) of Item 8, Section A)			\$ <i>X/A</i>	\$

Section F - Determination of Reestablishment Expenses

Identification of Type of Work Performed	Name, Address and Telephone Number of Contractor	Should Payment Be Made Directly to Contractor?		Amount Claimed	For DART Use Only
		Yes	No		
(1)	Design Fees			\$ 4,379.92	\$
(2)	Cost to remake reception desk			2,850.00	
(3)	Re-mount and refinish Presentation Box			750.00	
(4)					
(5)					
(6)					
(7)					
(8)					
(9) Total Amount (Enter this amount, or \$10,000, whichever is less, on Line (5) of Item 8, Section A)				\$ 7,979.92	\$

Eligible Moving and Related Expenses (Sections B, C, D, and E).

Eligible Reestablishment Expenses (Section F).

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless DART determines that relocation beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as DART determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationery made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Purchase of substitute personal property.
12. Other moving-related expenses, as approved by the Agency.

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction and installation of exterior signs, not to exceed \$1,500, to advertise the business.
4. Providing utilities from the right-of-way to improvements on replacement site.
5. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, panelling or carpeting.
6. Licenses, fees and permits when not paid as part of moving expenses.
7. Feasibility surveys, soil testing and marketing studies.
8. Advertisement of replacement location, not to exceed \$1,500.
9. Professional services in connection with purchase or lease of a replacement site.
10. Estimated increased costs of operation during the first 2 years at the replacement site, not to exceed \$5,000 (e.g., rent, utilities, taxes and insurance.)
11. Impact fees or one-time assessments for anticipated heavy utility usage.

Ineligible Expenses

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Loss of good will. 2. Loss of profits. 3. Loss of trained employees. 4. Personal injury. 5. Interest on money borrowed to make the move or purchase the replacement property. | <ol style="list-style-type: none"> 6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property as provided for in Section E). 7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before DART. 8. Costs for storage of personal property on real property already owned or leased by the displaced person. |
|--|---|



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-0163
214/749-3278

Via:(704)459-2495(Fax)
First Class Mail

July 20, 1998

Mr. Mike Runnels
Morningstar Entertainment Group, Inc.
2760 Birdie Lane Suite 2000
Conover, NC 28613

RE: Rental Abatement In Lieu of Relocation Benefits. License Agreement Letter of September 23, 1997. Suite 300, 4801 Arapaho Rd., Dallas, Texas

Dear Mr. Runnels,

Pursuant to your verbal request of today, please be advised that your rental for the use of the premises at 4801 Arapaho Rd., Dallas, Texas will change as follows:

August, 1998 - Free
September, 1998 - Free
October, 1998 - \$2,100.00
November, 1998 and each month thereafter - \$2,700.00

This abatement of rental for these time periods is per our agreement (Item # 4) of September 23, 1997. This adjustment in rental will be for full payment of all reasonable relocation benefits. If your company relocates after August 1, 1998, DART is under no obligation to pay any other relocation costs.

I can be reached at (214)749-2895 or (214)749-3671(Fax), if there are any questions.

Sincerely,

C. Ronald Webb
Manager, Right of Way

MODE = TRANSMISSION

START=07-20 03:35PM

END=07-20 03:36PM

NO.	COM	SPEED NO	STATION NAME/ TELEPHONE NO.	PAGES
001	OK		917044592495	001

-REAL ESTATE -

Rental Abatement Letter of 7-20-98

Aug - Free	2700
Sept - Free	2700
Oct - 2100	600
	<hr/>
	\$ 6,000 Credit
	<hr/>

LICENSE AGREEMENT

THIS AGREEMENT, by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority created, organized and existing pursuant to Chapter 452 of the Texas Transportation Code, as amended (the "Act"), and MORNINGSTAR ENTERTAINMENT GROUP, INC., ("Licensee"), acting herein by and through its duly authorized officer whose mailing address is 4801 Arapaho Road, Suite 300, Dallas, Texas 75248,

WITNESSETH:

1. **Grant of License; Use.** DART HEREBY GRANTS A LICENSE to Licensee for the use and occupancy of floor Three (3), comprising 3,306 square feet out of the total 9,514 square foot building (the "Building") owned by DART and situated on the tract of land owned by DART at the corner of Addison Road and Arapaho Road (the "Property"). Floor Three (3) is outlined and described more fully on Exhibit "A" attached hereto and incorporated herein for all purposes. The Property and the Building are more fully outlined and described on Exhibit "B" attached hereto and incorporated herein for all pertinent purposes.

Floor Three (3) is hereafter referred to as the "Premises".

The Premises shall be used by Licensee solely for general business offices (the "Permitted Use"). In addition to the Premises, Licensee shall be permitted to use, in common with other tenants of the Property, the common areas, stairways and elevators within the Building and the parking facilities situated on the Property.

2. **Term.** The term of this License ("Term") shall be for One (1) Year, beginning on the First day of October, 1997 and continuing until the 30th day of September, 1998 unless terminated by either party as provided herein.

3. **Licensee's Option, Exercise.** At the end of the Term, the Licensee shall have the option to either:

a. move to a new location and be paid by DART the full relocation benefits to which Licensee would be entitled under the terms of 24 C.F.R. Part 24, or,

b. negotiate a new lease for the Premises at fair market rental, receive a credit of \$6,000.00 against rent to be owed under the new lease and waive any further claim to relocation benefits which may otherwise have accrued pursuant to 24 C.F.R. Part 24. It is the estimate of the parties that the \$6,000.00 credit represents approximately one half (1/2) of the full relocation benefits to which Licensee would be entitled upon a move from the Premises.

c. Licensee shall exercise the option by giving Notice thereof to DART no later than September 30, 1998.

4. **Consideration.** The consideration for the granting of this License shall be as follows:

a. Licensee shall pay to DART the sum of Two Thousand Seven Hundred and No/100 Dollars (\$2,700.00) for the month of September, 1997; One Thousand Two Hundred Fifty and No/100 Dollars for the month of October, 1997; One Thousand Five Hundred and No/100 Dollars (\$1,500.00) for the months of November and December, 1997; and the sum of Two Thousand Seven Hundred and No/100 Dollars (\$2,700.00) per month in advance beginning on the first day of January, 1998 (the "License Fee").

b. In addition to the License Fee, Licensee shall pay a pro rata share (3306 sq. ft./9514 sq. ft.) of the operating expenses of the total building that exceed the sum of Five Dollars (\$5.00) per square foot of the Building in any year of this Agreement (the "Excess Operating Expenses"). Operating expenses shall include, but not be limited to utilities, fire code charges, janitorial

supplies/service, pest control services, light bulbs/tube replacements, HVAC services, elevator maintenance and service, landscaping/exterior services, trash removal, window washing and any related facility management administrative costs. Licensee shall pay Excess Operating Expenses to DART within thirty (30) days after receipt of written notification from DART.

c. Any payment not received by DART by the 10th day after it is due shall bear a late charge of \$25.00 to help offset the administrative cost involved in handling such late payment.

d. For any payment not received by DART by the 15th day after it is due, such payment shall bear interest at the rate of 18% per annum from the date it was due until it is paid, in addition to the late charge.

5. **Non Exclusive License.** This license is nonexclusive and is subject to easements, restrictions, reservations, covenants and conditions affecting the Premises and the Property and any existing utility, drainage, or communication facility located in, on, under or upon the Property owned by DART, any utility or communication company, public or private.

6. **Construction of Improvements.** No improvements may be modified or built on the Property by Licensee without the prior written concurrence of DART.

7. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

8. **Environmental Protection.**

a. Licensee shall not use or permit the use of the Premises or Property for any purpose that may be in violation of any laws pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act.

b. Licensee warrants that the Permitted Use of the Premises and Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to insure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its contractors.

c. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

d. To the extent permitted by applicable law, Licensee shall indemnify and hold DART harmless against all cost of environmental clean-up to the Premises and Property resulting from Licensee's use of the Premises and Property under this Agreement.

9. **Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on, or about the Premises and Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Premises or Property at Licensee's instance or request.

10. **Future Use by DART.** This license is made expressly subject and subordinate to the right of DART to use the Property for any purpose whatsoever.

11. **Duration of License.** This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Premises; (b) in the event Licensee shall relocate from the Property; or (c) upon termination pursuant to paragraph 17, whichever event first occurs.

12. **Compliance With Laws and Regulations.** Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and, to the extent permitted by applicable law, Licensee agrees to indemnify and hold DART harmless from any failure to so abide and all actions resulting therefrom.

13. **Indemnification.** Licensee agrees that it will defend, indemnify and hold harmless, DART, its officers, agents and employees, from and against all damages, injuries, (including death), claims, property damages, losses, demands, suits, judgments and costs, including reasonable attorney fees and expenses, in any way arising out of, or resulting from, the use or occupancy by Licensee of the Premises and Property or alleged to have been caused by the negligent or wrongful act or omission of Licensee, its officers, agents, employees, contractors, subcontractors, or any other individuals or entities for whose conduct Licensee is liable.

14. **Insurance.** Licensee shall procure and maintain at its cost and expense, Comprehensive General Liability Insurance with a combined single limit of liability of not less than \$1,000,000.00 naming DART as an additional insured without any qualifications or restrictions. DART must be given thirty (30) days written notice of any proposed cancellation or modification. The policy shall be written only by an insurance company authorized to do business in Texas and approved by DART. The policy shall be endorsed waiving the issuing company's rights of recovery against DART, whether by way of subrogation or otherwise.

15. **Action Upon Termination of License.** At such time as this license may be terminated or canceled for any reason whatever, Licensee, upon request by DART, shall remove all improvements and appurtenances owned by it, situated in, under or attached to the Property and shall restore the Property to the condition existing at the date of execution of this License, reasonable wear and tear excluded, at Licensee's sole expense.

16. **Assignment.** Licensee shall not assign or transfer its rights under this Agreement in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of DART which DART is under no obligation to grant.

17. **Methods of Termination.** This Agreement may be terminated in any of the following ways:

- a. Written agreement of both parties;
- b. By Licensee giving DART sixty (60) days notice;
- c. By either party upon failure of the other party to perform its obligations as set forth herein; or,
- d. Expiration of the Term.

18. **Miscellaneous.**

a. **Notice.** When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

DART:	Dallas Area Rapid Transit P. O. Box 660163 Dallas, Texas 75266-7230 Attention: Manager of Right-of-Way
-------	---

(214) 749-2895; FAX (214) 749-3617

LICENSEE:

MorningStar Entertainment Group, Inc.
~~4801 Arapahoe Road, Suite 300~~ 2760 Birdie Lane, Suite 2000
Dallas, Texas 75248 ~~Dallas, Texas 75248~~ Conover, NC 28613
Attention: Bill Landers Attn: Mike Runnels
(972) 458-2900, FAX (972) 458-2990 (704) 459-2400

Copy to: (704) 459-2495 (Fax)
Dan E. Martens
Hiersche, Martens, Hayward, Drakeley & Urbach, P.C.
The Colonnade - Rolm Tower
Suite 700, L.B. 17
15303 Dallas Parkway
Dallas, Texas 75248
(972) 701-7022; FAX (972) 701-7078

Either party may from time to time designate another and different address for receipt of notice by giving notice of such change of address.

b. **Attorney Fees.** Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

c. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and of the United States of America.

d. **Entirety and Amendments.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

e. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

f. **Number and Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

EXECUTED in multiple originals as of October 1, 1997.

MORNINGSTAR ENTERTAINMENT GROUP, INC.

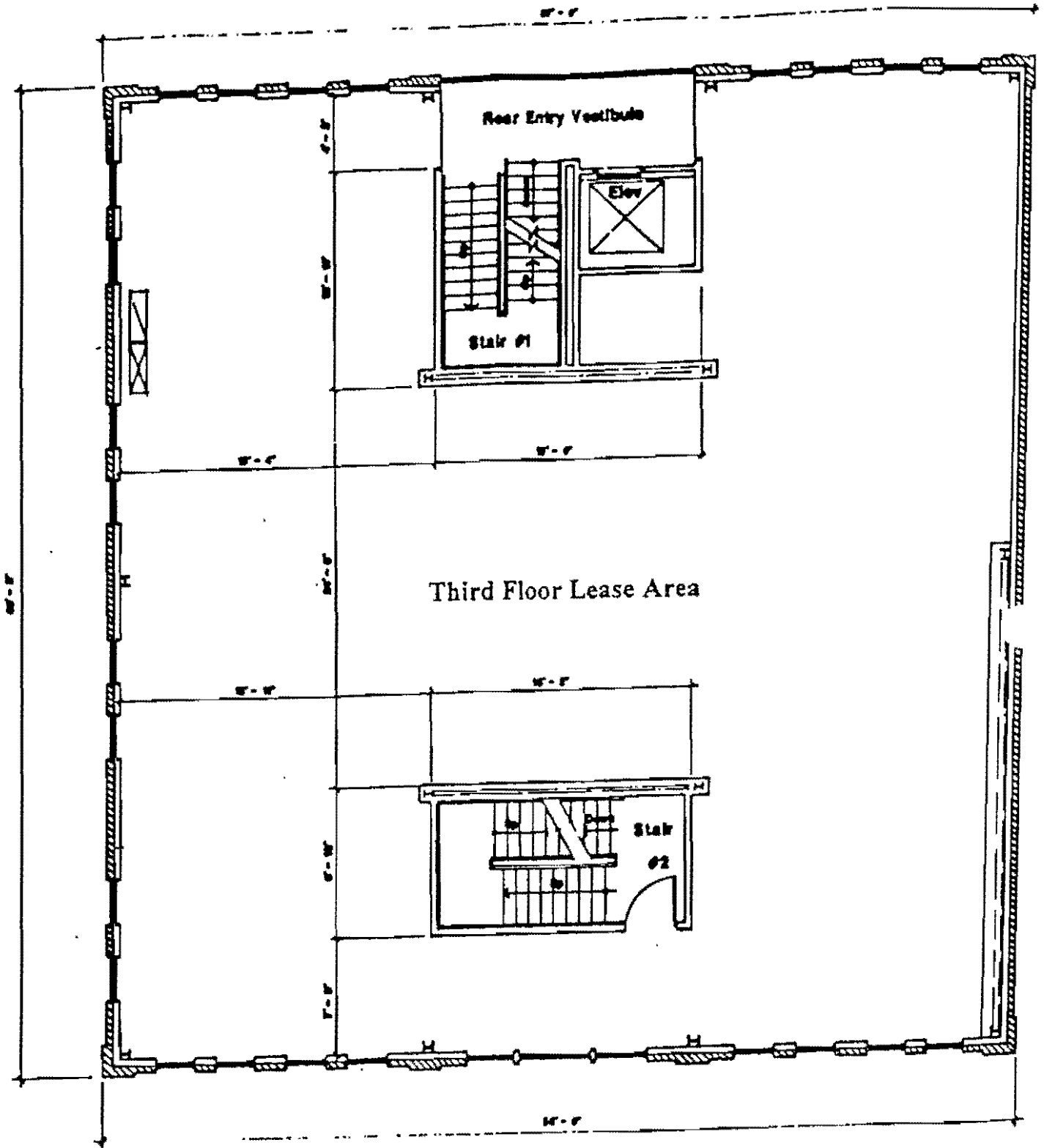
DALLAS AREA RAPID TRANSIT

By: Michael G. Runnels
Printed Name: Michael G. Runnels
Title: President

By: Roger Snoble
ROGER SNOBLE
President/Executive Director

Approved as to form:

Roland Costanzo
Office of the General Counsel



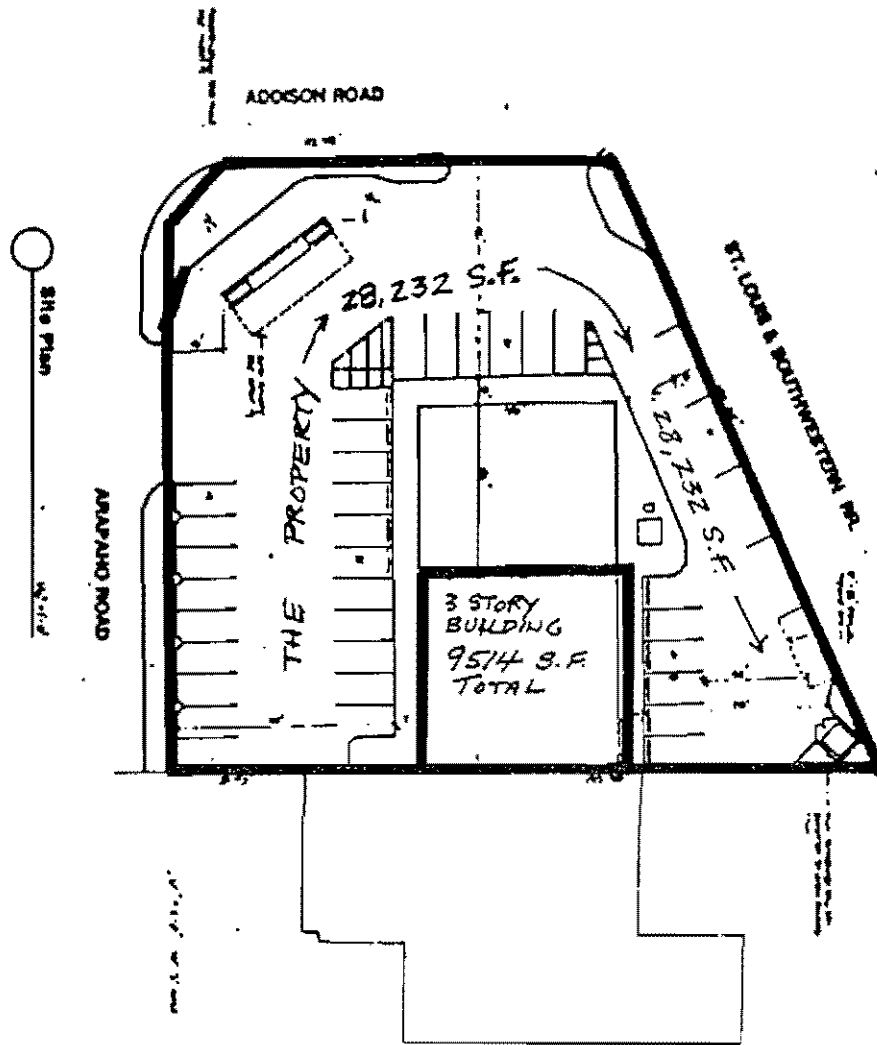
Third Floor Plan



Approximately 3,306 Rentable Square Feet

Licensee: MorningStar Entertainment Group, Inc

EXHIBIT " A



Licensors: Dallas Area Rapid Transit, P.O. Box 660163, Dallas Texas 75266-7230

Licensee: MorningStar Entertainment Group, Inc

Third Floor - Approximately 3,306 Rentable Square Feet

EXHIBIT " I




CHECK/WIRE REQUEST

Addison Transit Center
Parcel #1
Relocation Money

SECTION A COMPLETE FOR ALL REQUESTS	<input checked="" type="checkbox"/> CHECK REQUEST		PAYEE RONNIE STRANGE	
	<input type="checkbox"/> WIRE REQUEST			
	DATE NEEDED 9-20-96		ADDRESS 15407 Julian Addison, Texas 75248	
	AMOUNT \$ 10,323.85			
	PURPOSE MOVING COST AND RELATED EXPENSES		APPROVAL TO PAY	
SPECIAL INSTRUCTIONS Please send E-mail to J.T. #2951, when check is ready for pickup. Thanks		MANAGER <i>Herman D. Wardlaw</i>		
		DIRECTOR		
		ASST. EXECUTIVE DIRECTOR		
INITIATED BY: J.T. Williams		DATE: 9-10-96	BUDGET <i>for Gertraud Nitsche Mirna Wuniphan etc 9/12/96</i>	
ACCOUNT CODE(S) CO. # 546 - 10000 - 0 - 10801 - 70 GL # 82 PBA5005 887 SUB ACCT. # 70		Line Item: 11.32.04 AMOUNT \$ 10,323.85	REMAINING BUDGET BALANCE \$ 6.0 mil	
REPETITIVE WIRE: NO <input type="checkbox"/> (COMPLETE SECTION BELOW)		YES <input type="checkbox"/> # _____		TEST CODE
BANK NAME/LOCATION		ABA #		
CREDIT TO:		ACCOUNT #		
FURTHER CREDIT/ATTN.:				
FUND		(1) AUTHORIZED SIGNATURE		(2) AUTHORIZED SIGNATURE
DATE/TIME OF BANK NOTIFICATION		WIRE REFERENCE		PLACED BY

VENDOR **428025 RONNIE STRANGE** DATE **9/20/96** 00257028 **0257028**

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
91096	9/10/96	MOVING COST	10323.85		10323.85
Dallas Area Rapid Transit P.O. Box 660163 14/749-3278			TOTAL		10323.85

 Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222
214/749-3278

NationsBank
NationsBank of Texas N.A.

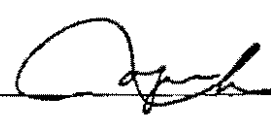
0257028

VOID AFTER 60 DAYS

PAY EXACTLY \$***10,323 DOLLARS AND 85 CENTS DATE 9/20/96 AMOUNT \$***10,323.85

RONNIE STRANGE 428025
15407 JULIAN
ADDISON TX 75248

TO THE
ORDER
OF



AUTHORIZED SIGNATURE

⑈0257028⑈ ⑆111901551⑆ ⑈4840798⑈

Claim for Actual Reasonable Moving and Related Expenses

Businesses, Nonprofit Organizations and Farm Operations



For DART Use Only

Name STRANGE LANDSCAPE, INC.	Project Name or Number Addison (TC)	Parcel Number #1	Case Number Tx-90-x306
--	---	----------------------------	----------------------------------

Instructions: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum fixed payment is \$20,000.) DART will explain the differences between the two types of payments. If you are eligible to choose either payment, DART will help you to determine which is most advantageous. If the full amount of your claim is not approved, DART will provide you with a written explanation of the reason. If you are not satisfied with DART's determination, you may appeal the determination. DART will explain how to make an appeal.

Section A - General

1. Name Under Which Claimant Conducts Operations Strange Landscape, Inc. Ronnie Strange, Pres.		2. Name, Address and Telephone Number of Person Filing Claim on Behalf of Claimant Ronnie Strange, President 1740 Brook Lane, Flower Mound, Texas 75028	
3a. Address From Which Claimant Moved 4901 W. Arapaho Addison, Tx. 75248		3b. Date First Occupied Property 1990	3c. Date Move Started 8-9-96
4a. Address to Which Claimant Moved 15407 Julian Addison, Tx. 75248		4b. Date Move Completed 8-15-96	
5. Type of Operation (Check One) <input checked="" type="checkbox"/> Business <input type="checkbox"/> Farm Operation <input type="checkbox"/> Nonprofit Organization		6. Type of Ownership (Check One) <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit Organization	
		7. Is This a Final Claim? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If "No", Attach Explanation)	

8. Computation of Payment	Item	Amount Claimed	For DART Use Only
(1) Moving Expenses (From Section B)		\$ 7,160.	\$
(2) Storage Costs (From Section C)			
(3) Reasonable Search Expenses (From Section D)		969.79	
(4) Actual Direct Loss of Personal Property and Substitute Personal Property (From Section E)			
(5) Reestablishment Expenses (From Section F)		2,194.06	
(6) Other (Attach Explanation)			
(7) Total Amount Claimed (Add Lines (1) thru (6))		\$ 10,323.85	\$
(8) Amount Previously Received (If Any)			
(9) Amount Requested (Subtract Line (8) From Line (7))		\$ 10,323.85	\$

9. Certification By Claimant(s)

Warning: If you knowingly make false statements on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, you may not receive any of the amounts claimed on this form.
I certify that this claim and supporting information are true and complete and that I have not been paid for these expenses from any other source.

Signature(s) of Claimant(s) or Claimant(s) Agent <i>X Ronnie Strange</i>	Title (Type or Print) Ronnie Strange	Date 9/9/96
---	--	-----------------------

To Be Completed By DART

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
10. Recommended	\$ 10,323.85	<i>J.T. Williams</i>	J.T. Williams	9/10/96
11. Approved	\$ 10,323.85	<i>Herman D. Wardlaw</i>	Herman D. Wardlaw	9-10-96

Claim for Actual Reasonable Moving and Related Expenses

Businesses, Nonprofit Organizations and Farm Operations



For DART Use Only

Name STRANGE LANDSCAPE, INC.	Project Name or Number Addison (tc)	Parcel Number #1	Case Number TX-90-X306
--	---	----------------------------	----------------------------------

Instructions: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum fixed payment is \$20,000.) DART will explain the differences between the two types of payments. If you are eligible to choose either payment, DART will help you to determine which is most advantageous. If the full amount of your claim is not approved, DART will provide you with a written explanation of the reason. If you are not satisfied with DART's determination, you may appeal the determination. DART will explain how to make an appeal.

Section A - General

1. Name Under Which Claimant Conducts Operations STRANGE LANDSCAPE, INC. RONNIE STRANGE - PRESIDENT		2. Name, Address and Telephone Number of Person Filing Claim on Behalf of Claimant Ronnie Strange, Pres. 1740 Brook Lane Flower Mound, TX 7502	
3a. Address From Which Claimant Moved 4901 W. ARAPAHO Addison, TX 75248		3b. Date First Occupied Property 1990	3c. Date Move Started 8-9-96
4a. Address to Which Claimant Moved 15407 Julian Addison, TX. 75248		4b. Date Move Completed 8-15-96	
5. Type of Operation (Check One) <input checked="" type="checkbox"/> Business <input type="checkbox"/> Farm Operation <input type="checkbox"/> Nonprofit Organization		6. Type of Ownership (Check One) <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit Organization	
		7. Is This a Final Claim? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If "No", Attach Explanation)	

8. Computation of Payment	Item	Amount Claimed	For DART Use Only
(1) Moving Expenses (From Section B)		\$ See Attached	\$
(2) Storage Costs (From Section C)			
(3) Reasonable Search Expenses (From Section D)		See Attached	
(4) Actual Direct Loss of Personal Property and Substitute Personal Property (From Section E)			
(5) Reestablishment Expenses (From Section F)		807.05	
(6) Other (Attach Explanation)			
(7) Total Amount Claimed (Add Lines (1) thru (6))		\$ 11,130.90	\$
(8) Amount Previously Received (If Any)		10,323.85	
(9) Amount Requested (Subtract Line (8) From Line (7))		\$ 807.05	\$

9. Certification By Claimant(s)

Warning: If you knowingly make false statements on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, you may not receive any of the amounts claimed on this form. I certify that this claim and supporting information are true and complete and that I have not been paid for these expenses from any other source.

Signature(s) of Claimant(s) or Claimant(s) Agent 	Title (Type or Print) Ronnie Strange	Date 12-31-96
--	--	-------------------------

To Be Completed By DART

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
10. Recommended	\$ 807.05		Jimmie T. Williams	12-19-96
11. Approved	\$ 807.05		Herman D. Wardlaw	12/20/96



CHECK/WIRE REQUEST

Relocation Money
Addison Transit Center

SECTION A COMPLETE FOR ALL REQUESTS	<input checked="" type="checkbox"/> CHECK REQUEST <input type="checkbox"/> WIRE REQUEST		PAYEE <i>Ron Strange</i>	
	DATE NEEDED <i>12-23-96</i>		ADDRESS <i>1740 Brook Lane Flower Mound, Texas 75028</i>	
	AMOUNT <i>\$ 807.05</i>			
	PURPOSE <i>Addison Transit Center Relocation - Re-establishment For "Strange Landscaping, Inc."</i>		APPROVAL TO PAY MANAGER <i>Herward D. Woodland</i> DIRECTOR ASST. EXECUTIVE DIRECTOR EXEC. DIRECTOR	
SPECIAL INSTRUCTIONS <i>Call J.T. when check is ready for pickup. #2951</i>		INITIATED BY: <i>J. Will</i> DATE: <i>12-16-96</i> BUDGET: <i>Anita Nitsche 12/17/96</i>		
ACCOUNT CODE(S) <small>CO.</small> <i>100.00</i> <small>PL</small> <i>PB05005-887</i>		AMOUNT <i>\$ 807.05</i>	REMAINING BUDGET BALANCE <i>\$ 3.7mil.</i>	
<input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/>		\$	\$	
<input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/>		\$	\$	
<input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/>		\$	\$	
<input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/>		\$	\$	
SECTION B COMPLETE FOR WIRES ONLY	REPETITIVE WIRE: NO <input type="checkbox"/> (COMPLETE SECTION BELOW) YES <input type="checkbox"/> # _____		TEST CODE	
	BANK NAME/LOCATION		ABA #	
	CREDIT TO:		ACCOUNT #	
FURTHER CREDIT/ATTN.:				
SECTION C FINANCE ONLY	FUND		(1) AUTHORIZED SIGNATURE	
	DATE/TIME OF BANK NOTIFICATION		(2) AUTHORIZED SIGNATURE	
		WIRE REFERENCE		PLACED BY

Proj. No. Addison Transit Center

Parcel No. #1

RECEIPT FOR PAYMENT OF RELOCATION BENEFITS

This is to acknowledge that I have received check No. 0262032
in the amount of \$ 807.05 payable to Ronnie Strange
from Dallas Area Rapid Transit,
which is for relocation benefits described below:

- Moving Expense
- Reestablishment Expense _____
- Searching Expense _____
- Personal Property Loss _____
- Incidental Expense _____
- In-Lieu Payment _____
- Replacement Housing (owner) _____
- Purchase Supplement _____
- Increased Interest _____
- Closing Cost _____
- Rent Supplement _____
- Down Payment _____
- Other () _____

The acceptance of this check constitutes full payment for those relocation benefits itemized above. I further certify under penalty of perjury that I have not received payment for these benefits from any other source.

CHECK DELIVERED BY [Signature] DATE 12-31-96
CHECK RECEIVED BY Ronnie Strange DATE 12-31-96

IR 428471 RON STRANGE

DATE 12/27/96

00262032

0262032

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
16	12/16/96	ADDISON TRANSIT	807.05		807.05
Dallas Area Rapid Transit P.O. Box 660163 Dallas, Texas 75266-7222 214/749-3278			807.05	TOTAL	807.05



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222
214/749-3278

NationsBank
NationsBank of Texas, N.A.

0262032

VOID AFTER 60 DAYS

EXACTLY \$*****807 DOLLARS AND 05 CENTS

DATE 12/27/96

AMOUNT \$*****807.05

RON STRANGE
1740 BROOK LN

428471

FLOWER MOUND TX 75028

AUTHORIZED SIGNATURE

⑈0262032⑈ ⑆111901551⑆ ⑈4840798⑈

DART
INVOICE CONTROL FORM, PAGE 1

A. GENERAL

Attached you'll find a contract-related invoice. Please give this your immediate attention. After completing your review, route this form and invoice to the next reviewer. If you have questions, contact Accounts Payable by EMail (ACCTPAY) or by phone (749-3091).

Prompt payment of invoices is one of DART's principal contractual obligations. It is the Agency's goal to exercise due diligence in meeting this obligation. ***DART is required by state and federal law to promptly pay invoices.***

Although DART makes every attempt to pay invoices in advance of their payment due dates, acceleration of payment beyond the original contract terms can only be made with the express written approval of a DART Contracting Officer and the Treasurer.

Refer to DART Administrative Policy ***FIN-12*** for a complete explanation of DART's contracts invoicing policy.

B. ROUTING INSTRUCTIONS & REVIEW PERIODS

1. Review the invoice within the timelines specified below and promptly forward it to the next reviewer.
2. Indicate, below, the date you received the invoice and the date that you forwarded it to the next reviewer.
3. Send the invoice only to the group names and mail codes listed below. Do not send it to a specific individual.
4. If the invoice is rejected during technical review, forward the invoice to Contracts (not to A/P).

Review Order	Reviewer	Mail Code	Maximum Review Period	Date Received	Date Forwarded
1	TECH REPR. WEBB	C. RONALD	5 work days	3/16/98	3/16/98
2	CONTRACTS - YES	7238	4 work days	_____	_____
3	MBE - YES	7217	2 work days	_____	_____
4	BUDGET - 87000	7221	2 work days	_____	_____
5	A/P - YES	7286	2 work days	_____	_____

**THIS ITEM MUST BE RETURNED
TO ACCOUNTS PAYABLE
NO LATER THAN
98/03/25**

Abdison
78 %
150,418.45

THIS FORM IN ORIGINAL MUST REMAIN WITH THE INVOICE AT ALL TIMES.

006930

98/03/25 PART 15

INVOICE CONTROL FORM, PAGE 2

PART I: INVOICE IDENTIFICATION

Vendor Name#:	PHILLIPS MAY CORP - 420377	Contract #:	C-97000173
Log #:	69323	Invoice#:	P2660-2-1
Log Dt:	98/03/11	Invoice Dt:	98/03/09
Relogged:	NO	Invoice Amt:	\$*****150,418.45
Grant Funded:	NO	Return BY:	98/03/25

PART II: TECHNICAL REVIEW

I certify that all goods/services covered by this invoice have been completed/received in accordance with the technical contract requirements. If this invoice covers the delivery of goods, I have attached the receiving/packing slips and/or material bills. Mark One:

- Pay as-is.
 Pay as-adjusted (see below)
 Reject (do not pay, see below).
 (if rejected, forward to Contracts)

Adjustments are recommended due to _____

Provide budget codes in Part V, below. If codes are not provided, Finance will code the invoice for you.

Technical Rep: WEBB C. RONALD Signature: Ronald Webb Date: 3/16/98

PART III: CONTRACTS REVIEW

I hereby certify that this invoice is due and payable in accordance with the contract terms. Mark One:

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Pay as-is. | Pay Amount = \$*****150,418.45 |
| <input type="checkbox"/> Pay as-adjusted (see below) Adjustment: \$ _____ | Pay Amount = \$ _____ |
| <input type="checkbox"/> Reject (do not pay, see below). | Pay Amount = \$ <u>DO NOT PAY</u> |

Adjustments are recommended due to _____

Contracts Adm: PEPPER LYDIA E Signature: _____ Date: _____

PART IV: MBE REVIEW

VPR Required: YES
 MBE Adm: RA, Reviewed by: _____ Date: _____ See Comments: YES - NO

PART V: FINANCE REVIEW

Company #	Cost Center #	GL Account #	Fiscal Year	Amount	Project #	Function Code	Grant Unit #

Bus. Analyst Signature: _____	Date: _____
Fed. Prog. Signature: _____	Date: _____

PART VI: COMMENTS

PHILLIPS MAY CORPORATION

INVOICE

4861 SHARP ST.
DALLAS, TEXAS 75247

NUMBER:

P-2660-2-1

DATE:

3/9/98

=====

TO: DALLAS AREA RAPID TRANSIT
P O BOX 660163
DALLAS TX. 75266-0163

=====

RE: CONTRACT NUMBER C-97000173 DART DEMOLITION SERVICES
TASK 2

ATTN: LYDIA PEPPER

ORIGINAL CONTRACT AMT	\$214,883.50
%	<u>70%</u>
LESS PREV BILLED	\$ -
INVOICE AMOUNT	<u><u>\$150,418.45</u></u>

=====

DART INVOICE CONTROL FORM, PAGE 1

A. GENERAL

Attached you'll find a contract-related invoice. Please give this your immediate attention. After completing your review, route this form and invoice to the next reviewer. If you have questions, contact Accounts Payable by Email (ACCTPAY) or by phone (749-3091).

Prompt payment of invoices is one of DART's principal contractual obligations. It is the Agency's goal to exercise due diligence in meeting this obligation. *DART is required by state and federal law to promptly pay invoices.*

Although DART makes every attempt to pay invoices in advance of their payment due dates, acceleration of payment beyond the original contract terms can only be made with the express written approval of a DART Contracting Officer and the Treasurer.

Refer to DART Administrative Policy FIN-12 for a complete explanation of DART's contracts invoicing policy.

B. ROUTING INSTRUCTIONS & REVIEW PERIODS

1. Review the invoice within the timelines specified below and promptly forward it to the next reviewer.
2. Indicate, below, the date you received the invoice and the date that you forwarded it to the next reviewer.
3. Send the invoice only to the group names and mail codes listed below. Do not send it to a specific individual.
4. If the invoice is rejected during technical review, forward the invoice to Contracts (not to A/P).

Review Order	Reviewer	Mail Code	Maximum Review Period	Date Received	Date Forwarded	
1	TECH REP - WEBB	C. RONALD	7230	5 work days	3/31/98	3/31/98
2	CONTRACTS - YES		7238	4 work days		
3	MBE - YES		7217	2 work days		
4	BUDGET - 87000		7221	2 work days		
5	A/P - YES		7286	2 work days		

**THIS ITEM MUST BE RETURNED
TO ACCOUNTS PAYABLE
NO LATER THAN
98/04/10**

*addition TC
106,049.35*

THIS FORM IN ORIGINAL MUST REMAIN WITH THE INVOICE AT ALL TIMES.

007458

DO NOT WRITE IN THESE SPACES

DART INVOICE CONTROL FORM, PAGE 2

PART I: INVOICE IDENTIFICATION

Vendor Name/#:	PHILLIPS MAY CORP - 420377	Contract #:	C-97000173
Log #:	69523	Invoice#:	P266023
Log Dt:	98/03/27	Invoice Dt:	98/03/24
Relogged:	NO	Invoice Amt:	\$*****106,049.35
Grant Funded:	NO	Return BY:	98/04/10

PART II: TECHNICAL REVIEW

I certify that all goods/services covered by this invoice have been completed/received in accordance with the technical contract requirements. If this invoice covers the delivery of goods, I have attached the receiving/packing slips and/or material bills. Mark One:

- Pay as-is.
 Pay as-adjusted (see below)
 Reject (do not pay, see below).
(if rejected, forward to Contracts)

Adjustments are recommended due to _____

Provide budget codes in Part V, below. If codes are not provided, Finance will code the invoice for you.

Technical Rep: WEBB C. RONALD

Signature: *C. Ronald Webb* Date: *3/31/98*

PART III: CONTRACTS REVIEW

I hereby certify that this invoice is due and payable in accordance with the contract terms. Mark One:

- | | |
|--|--|
| <input type="checkbox"/> Pay as-is. | Pay Amount = \$*****106,049.35 |
| <input type="checkbox"/> Pay as-adjusted (see below) | Adjustment: \$ _____ Pay Amount = \$ _____ |
| <input type="checkbox"/> Reject (do not pay, see below). | Pay Amount = \$ <u>DO NOT PAY</u> |

Adjustments are recommended due to _____

Contracts Adm: PEPPER LYDIA E

Signature: _____ Date: _____

PART IV: MBE REVIEW

VPR Required: YES

MBE Adm: TJ, Reviewed by: _____ Date: _____ See Comments: YES - NO

PART V: FINANCE REVIEW

Company #	Cost Center #	GL Account #	Fiscal Year	Amount	Project #	Function Code	Grant Unit #
Bus. Analyst Signature: _____						Date: _____	
Fed. Prog: Signature: _____						Date: _____	

PART VI: COMMENTS

PHILLIPS MAY CORPORATION

INVOICE

4861 SHARP ST.
DALLAS, TEXAS 75247

NUMBER:

P-2660-2-3

DATE:

3/24/98

TO: DALLAS AREA RAPID TRANSIT
P O BOX 660163
DALLAS TX 75266-0163

RE: CONTRACT NUMBER C-97000173 DART DEMOLITION SERVICES
TASK 2

ATTN: LYDIA PEPPER

ORIGINAL CONTRACT AMT	\$214,883.50
MOD 1	\$41,584.30
TOTAL CONTRACT AMT	\$256,467.80
%	<u>100%</u>
LESS PREV BILLED	\$ 150,418.45
INVOICE AMOUNT	<u><u>\$106,049.35</u></u>

*Chg Addition T.C.
C.Ronald Thebb 3-31-98*

THE STATE OF TEXAS }
 }
COUNTY OF DALLAS }

KNOWN ALL MEN BY THESE PRESENTS

TEMPORARY PARKING EASEMENT

THAT DESHTA HOSPITALITY, LTD., A TEXAS LIMITED PARTNERSHIP, ("GRANTOR"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority ("GRANTEE"), whose address is P.O. Box 660163, Dallas, Texas 75266, receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto DART, its successors and assigns, a temporary easement, along, upon and across that certain real property situated in Dallas County, Texas, and being 21,780 square feet known as 4960 Arapaho, Addison, Texas 75248, and being more fully described on Exhibit A attached hereto and incorporated herein by reference for the purpose of parking in connection with the construction of Grantee's Transit System. Any and all trees which lie within these temporary working spaces may be trimmed of low limbs or removed by the Grantee or its Contractor without liability to Grantor if Grantee deems it essential to allow for the normal use of passage of construction equipment during said construction.

Upon completion of construction, or expiration of the term, whichever occurs first, all surplus excavation, debris, trash or litter resulting from said construction shall be cleaned up and hauled off the premises and said property shall be restored as nearly as practicable to its original contour and condition.

The easements, rights and privileges herein granted shall be for a term of two (2) months beginning on October 15, 1998, and ending on December 15, 1998.

Grantor shall not be liable to Grantee or Grantee's employees, agents or contractors, or to any other person whomsoever, for any injury to person or damage to property on or about the premises, caused by the negligence or misconduct of Grantee, its employees, agents or contractors, and Grantee agrees to indemnify Grantor and hold him harmless from any loss, expense or claims, including attorneys' fees, arising out of any such injury or damage.

TO HAVE AND TO HOLD unto DART, its successors and assigns as aforesaid, for the purposes set forth above, described easements and rights to Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, SUBJECT ONLY, HOWEVER, to all existing covenants, condition, restrictions, easements and reservations affecting the subject property as recorded in the Real Property Records of Dallas County, Texas.

**DESHTA HOSPITALITY, LTD.,
A Texas Limited Partnership**

**By: Deshta Management, Inc.,
A Texas Corporation,
Its General Partner**

By: _____
Michael Desai, President

DATE: _____



NOTE:

- 1. ALL DIMENSIONS SHOWN ON THIS MAP ARE BASED ON THE RECORD DRAWING FOR THE PROJECT.
- 2. ALL DIMENSIONS SHOWN ON THIS MAP ARE BASED ON THE RECORD DRAWING FOR THE PROJECT.
- 3. ALL DIMENSIONS SHOWN ON THIS MAP ARE BASED ON THE RECORD DRAWING FOR THE PROJECT.
- 4. ALL DIMENSIONS SHOWN ON THIS MAP ARE BASED ON THE RECORD DRAWING FOR THE PROJECT.
- 5. ALL DIMENSIONS SHOWN ON THIS MAP ARE BASED ON THE RECORD DRAWING FOR THE PROJECT.
- 6. ALL DIMENSIONS SHOWN ON THIS MAP ARE BASED ON THE RECORD DRAWING FOR THE PROJECT.
- 7. ALL DIMENSIONS SHOWN ON THIS MAP ARE BASED ON THE RECORD DRAWING FOR THE PROJECT.
- 8. ALL DIMENSIONS SHOWN ON THIS MAP ARE BASED ON THE RECORD DRAWING FOR THE PROJECT.
- 9. ALL DIMENSIONS SHOWN ON THIS MAP ARE BASED ON THE RECORD DRAWING FOR THE PROJECT.
- 10. ALL DIMENSIONS SHOWN ON THIS MAP ARE BASED ON THE RECORD DRAWING FOR THE PROJECT.

ARAPAH0 ROAD (PROPOSED)

WINDKATE INN
4-STORY
10 UNITS

ARAPAH0 ROAD (EXISTING)

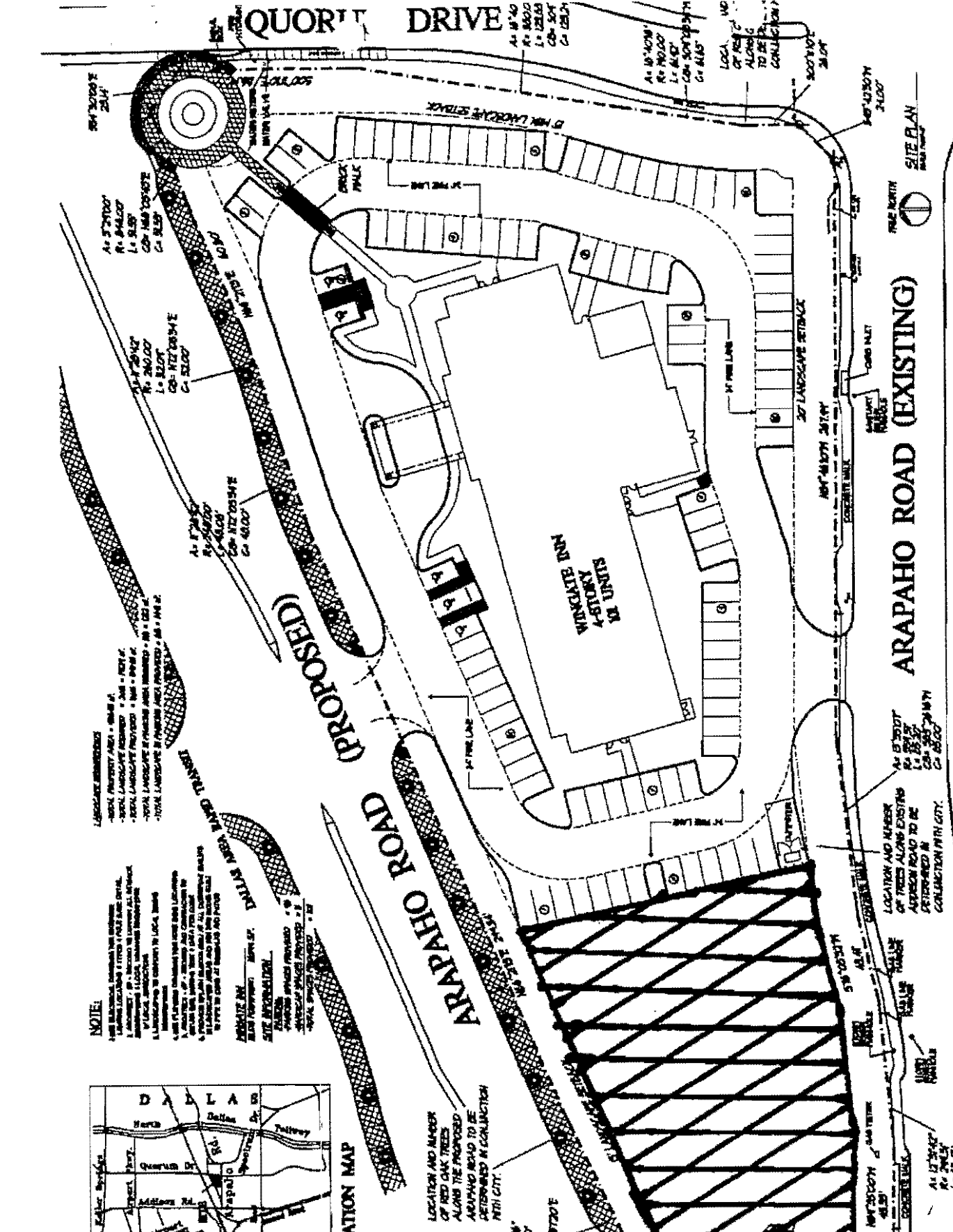


Exhibit A

1" = 60' = 0"

ARAPAH0 ROAD (EXISTING)

ANNING ENGINEERS
THE NEUBRENNER FIRM

SITE PLAN

DART

CHECK/WIRE REQUEST

Complete this section for Check or Wire Request

<input checked="" type="checkbox"/> Check Request	Payee Mike Desai
<input type="checkbox"/> Wire Request	
<input type="checkbox"/> Intra-Bank Transfer	Address 3710 Rawlings, Suite 1500 Dallas, Texas 75219
Date Needed 10/14/98 15	
Amount \$4,356.00	

Purpose Temporary Parking Easement for the Addison Transit Center. DART Resolution No. 920100.	APPROVALS	
	Manager	<i>[Signature]</i>
	Assistant Vice President	<i>[Signature]</i>
	Vice President	<i>[Signature]</i>
Special Instructions "DO NOT MAIL CHECK" E-mail @TURNER and @GIVENS When Check is Ready To Be Picked Up.	President/Executive Director	<i>[Signature]</i>
	Budget Analyst	<i>[Signature]</i>
Initiated by MackTurner/Mary Givens Date 10/12/98	<i>[Signature]</i>	

Account Code(s)	Amount	Remaining Budget Balance
BOPB45005-480	\$4,356.00	\$2.1M
100-10000-0-10801-70		

Wire Information (to be completed by Finance Department)

Repetitive Wire No:	Fund:
For Non-Repetitive Wire	
Bank Name/Location	ABA #
Credit to:	Account #
Further Credit/Attn:	

For Treasury Use Only

Date/Time of Bank Notification	Wire Reference No.	Placed by
Authorized Signature	Authorized Signature	

Addison
T.C.

041645

VENDOR 432568 MIKE DESAI DATE 10/15/98 00416452

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
101298	9/30/98	RE: 920100	4356.00		4356.00
Dallas Area Rapid Transit P.O. Box 660163 • Dallas, Texas 75266-7222 214/749-3278			4356.00	TOTAL	4356.00

WARNING: THIS DOCUMENT HAS UV FIBERS, WATER MARK ON REVERSE SIDE AND MICRO-PRINTED SIGNATURE LINE.



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222

NationsBank
NationsBank of Texas, N.A.

041645

VOID AFTER 60 DAYS

PAY EXACTLY \$****4,356 DOLLARS AND 00 CENTS DATE 10/15/98 AMOUNT \$****4,356.00

MIKE DESAI 432568
3710 RAWLINGS
STE 1500
DALLAS TX 75219

TO THE
ORDER
OF

AUTHORIZED SIGNATURE

⑈0416452⑈ ⑆111901302⑆ ⑈1254840798⑈



CHECK/WIRE REQUEST

ACQUISITION MONEY

ADDISON TRANSIT CENTER
PARCEL #: 1

SECTION A
COMPLETE FOR ALL REQUESTS

<input checked="" type="checkbox"/> CHECK REQUEST		PAYEE	
WIRE REQUEST		SAFECO LAND TITLE COMPANY	
DATE NEEDED		ADDRESS	
5/10/96		5220 Renaissance Tower	
AMOUNT		1201 Elm Street	
\$ 1,020,670.30		Dallas, TX 75270	

PURPOSE		APPROVAL TO PAY	
Pay DART's 65% portion of the acquisition price for Parcel #1 of the Addison Transit Center (MCM Company).		MANAGER	
		<i>Herman D. Wardlaw</i>	
		ASSISTANT VICE PRESIDENT	

SPECIAL INSTRUCTIONS		VICE PRESIDENT	
DO NOT SEND CHECK! Send HAAS an E-Mail when check is ready for pick up.		<i>JP Gaskin</i>	
		PRESIDENT/EXECUTIVE DIRECTOR	

INITIATED BY:	DATE:	BUDGET
Carla J. Haas	4/29/96	<i>Anta Nutsche</i>

ACCOUNT CODE(S)	Line Item	AMOUNT	REMAINING BUDGET BALANCE
CO # BCPB95005-880	11.32.04 Addison TC Acq	\$ 1,020,670.30	\$ 6.1mil
547-00000-4-00000-00		\$	\$
047-00000-0-00801-30		\$	\$
000-00000-0-00000-00		\$	\$
000-00000-0-00000-00		\$	\$
000-00000-0-00000-00		\$	\$

SECTION B
COMPLETE FOR WIRES ONLY

REPETITIVE WIRE:	NO (COMPLETE SECTION BELOW)	YES =	TEST CODE
BANK NAME/LOCATION		ABA #	
CREDIT TO:		ACCOUNT #	
FURTHER CREDIT/ATTN.:			

SECTION C
FINANCE ONLY

FUND	(1) AUTHORIZED SIGNATURE	(2) AUTHORIZED SIGNATURE
DATE/TIME OF BANK NOTIFICATION	WIRE REFERENCE	PLACED BY

VENDOR 070071

SAFECO LAND TITLE COMPANY

DATE 5/09/90

00250091

0250091

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
042970	4/29/90	PARCEL #1/ADDIS	1020070.30		1020070.30
TOTAL			1020070.30		1020070.30

Dallas Area Rapid Transit
P.O. Box 660163 • Dallas, Texas 75266-7222
214/749-3278

DART

Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222
214/749-3278

NationsBank
Member FDIC

0250091

VOID AFTER 60 DAYS

PAY EXACTLY \$1,020,070 DOLLARS AND 30 CENTS

DATE	AMOUNT
5/09/90	\$1,020,070.30

TO THE
ORDER
OF

SAFECO LAND TITLE COMPANY 070071
5220 RENAISSANCE TOWER
1201 ELA STREET
DALLAS, TX 75270

AUTHORIZED SIGNATURE

⑈0250091⑈ ⑆111901551⑆ ⑈4840798⑈

NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET
071844	8/15/97	EARL SULL COUNTY CLERK	2899500.00		2899500.00
TOTAL			2899500.00		2899500.00

0276169

Dallas Area Rapid Transit
 P.O. Box 660163 • Dallas, Texas 75266-7222
 214749-3278

0276169

DART
 Dallas Area Rapid Transit
 P.O. Box 660163
 Dallas, Texas 75266-7222
 214749-3278

NationsBank
 NationsBank of Texas N.A.

VOID AFTER 60 DAYS

PAY EXACTLY \$2,899,500 DOLLARS AND 00 CENTS

DATE 8/21/97 AMOUNT \$2,899,500.00

EARL BULLOCK COUNTY CLERK 071881
 DALLAS COUNTY RECORDS BLDG
 500 MAIN ST
 DALLAS TX 75202

James Allen
 NON-NEGOTIABLE
 AUTHORIZED SIGNATURE

0276169 0111901551: *4840798*

Repetitive Wire No:		Fund:	
For Non-Repetitive Wire			
Bank Name/Location		ABA #	
Credit to:		Account #	
Further Credit/Attn:			
For Treasury Use Only			
Date/Time of Bank Notification		Wire Reference No.	Placed by
Authorized Signature		Authorized Signature	

KP 9708 8/20/97

071881

RECEIVED

CHECK/WIRE REQUEST DART ADDTS. PAYABLE

Complete this section for Check or Wire Request 97 AUG 18 PM 4: 53

<input checked="" type="checkbox"/> Check Request	Payee: Earl Bullock, County Clerk, subject to the order of ABP Investment #III, Ltd. and Others	
<input type="checkbox"/> Wire Request		
<input type="checkbox"/> Intra-Bank Transfer	Address	
Date Needed 8-19-97	Dallas County Records Bldg. 500 Main Street Dallas, Texas 75202	
Amount \$2,899,500.00		
Purpose Award in Special Commissioners Hearing on DART v. ABP Investment #III, Ltd., et al., Cause No. CC-97-00352-D	APPROVALS	
	Manager	<i>[Signature]</i>
	Assistant Vice President	<i>Thomas D. Woodman</i>
	Vice President	<i>[Signature]</i>
Special Instructions Special Instructions when check is ready	President/Executive Director	
Initiated by Susan Jones	Date 8-15-97	Budget Analyst <i>Christa Nitsche</i> 8/18/97
Account Code(s)	Amount	Remaining Bud Balance
100-10000-BCPB95005-884	2441,127.00	7.0 Mil
546-10000-BCPB95005-884	458,377.00 461,233.00	
	458,373.00	
Wire Information (to be completed by Finance Department)		
Repetitive Wire No:	Fund:	
For Non-Repetitive Wire		
Bank Name/Location	ABA #	
Credit to:	Account #	
Further Credit/Attn:		
For Treasury Use Only		
Date/Time of Bank Notification	Wire Reference No.	Placed by
Authorized Signature	Authorized Signature	

KP 9708 8/20/97

FILED
E. B. Bunker
COUNTY CLERK

97 AUG 13 AM 8:46

DALLAS AREA RAPID TRANSIT and
TOWN OF ADDISON

Petitioners,

V.

ABP Investment #III, Ltd., et al,
Defendants.

§
§
§
§
§
§
§

Condemnation Proceeding

NO. 4

BY

DEPUTY

filed with the Judge of

the County Court at Law No. 4

Dallas County, Texas

COMMISSIONERS' REPORT AND AWARD

We, the undersigned Special Commissioners, were appointed by the Judge of the County Court of Dallas County at Law No. 4, Dallas County, Texas, are all disinterested freeholders of Dallas County, Texas, and have sworn to assess the damages in this cause fairly and impartially and in accordance with law. We submit the following report and award to the Court:

In accordance with law, your Commissioners promptly set a time and place for hearing the parties. Written notice of the hearing was issued, served on each party and returned as prescribed by law. At 1:30 p.m. on the 12th day of August, 1997, in the courtroom of the County Court of Dallas County at Law No. 4, the time and place set for the hearing, the following parties appeared or did not appear as indicated:

Dallas Area Rapid Transit appeared by and through its attorney.

ABP Investment #III, Ltd., A. Ben Pinnell, Jr., General Partner ~~did not appear~~ / appeared by counsel.

A. Ben Pinnell, Jr. ~~did not appear~~ / appeared by counsel.

Joseph H. Jones, Co-Trustee of The Mary Coffield Trust, The Annette Coffield Trust, The Evelyn C. Jones Trust, The Beth Brandeberry Trust and The Corinne Shimer Trust ~~did not appear~~ / appeared by counsel.

Beth Brandeberry, Co-Trustee of The Mary Coffield Trust, The Annette Coffield Trust, The Evelyn C. Jones Trust, The Beth Brandeberry Trust and The Corinne Shimer Trust ~~did not appear~~ / appeared by counsel.

Carolyn Perkins Shimer Merritt, Co-Trustee of The Mary Coffield Trust, The Annette Coffield Trust, The Evelyn C. Jones Trust, The Beth Brandeberry Trust and The Corinne Shimer Trust ~~did not appear~~ / appeared by counsel.

Samuel Thomas Perkins, Co-Trustee of The Mary Coffield Trust, The Annette Coffield Trust, The Evelyn C. Jones Trust, The Beth Brandeberry Trust and The Corinne Shimer Trust ~~did not appear~~ / appeared by counsel.

The Southland Corporation ~~did not appear~~ / appeared by counsel.

John H. King ~~did not appear~~ / appeared by counsel.

Citicorp North America, Inc. did not appear / ~~appeared~~ _____.

TIC United Corp., d.b.a. Collier Trucking Division of TIC United Corp., as successor in interest to the assets of Collier Trucking, Inc. did not appear / ~~appeared~~ _____.

Morningstar Entertainment Group, Inc., a.k.a. Morning Star Entertainment did not appear / ~~appeared~~ _____.

Computer People Inc. did not appear / ~~appeared~~ _____.

Dexton Corporation ~~did not appear~~ / appeared by counsel.

Evidence of the damages resulting from Dallas Area Rapid Transit's acquisition was presented in accordance with the rules of damages established by law. Having heard and considered the evidence, your Special Commissioners find that compensation should be paid by Dallas Area Rapid Transit as follows:

TOTAL AWARD \$ 2,899,500⁰⁰.00

ABP Investment #III, Ltd.; A. Ben Pinnell, Jr., General Partner ...
..... \$ _____

A. Ben Pinnell, Jr. \$ _____

Joseph H. Jones, Co-Trustee of The Mary Coffield Trust, The Annette Coffield Trust, The Evelyn C. Jones Trust, The Beth Brandeberry Trust and The Corinne Shimer Trust
..... \$ _____

Beth Brandeberry, Co-Trustee of The Mary Coffield Trust, The Annette Coffield Trust, The Evelyn C. Jones Trust, The Beth Brandeberry Trust and The Corinne Shimer Trust \$ _____

Carolyn Perkins Shimer Merritt, Co-Trustee of The Mary Coffield Trust, The Annette Coffield Trust, The Evelyn C. Jones Trust, The Beth Brandeberry Trust and The Corinne Shimer Trust \$ _____

Samuel Thomas Perkins, Co-Trustee of The Mary Coffield Trust, The Annette Coffield Trust, The Evelyn C. Jones Trust, The Beth Brandeberry Trust and The Corinne Shimer Trust \$ _____

The Southland Corporation \$ 132,000.

John H. King \$ _____

Citicorp North America, Inc. \$ _____

TIC United Corp., d.b.a. Collier Trucking Division of TIC United Corp., as successor in interest to the assets of Collier Trucking, Inc. \$ -0-

Morningstar Entertainment Group, Inc., a.k.a. Morning Star Entertainment \$ -0-

Computer People Inc. \$ _____

Dexton Corporation \$ _____

We find and order that the costs of these proceedings should be paid by Dallas Area Rapid Transit and the Town of Addison, Petitioners.

The property being acquired in these proceedings is described in the First Amended Statement in Condemnation on file with the Court, and in Exhibit "A", attached to this Report and Award and incorporated by reference. The property is to be used for the construction, extension, improvement or development of the transit system public transportation and mass transit purposes and for the construction, extension, improvement or development of the system of public streets .

SIGNED AND FILED with the Judge of County Court of Dallas County at Law No. 4,
this 12th day of August, 1997.

Martha B. Heiser
Christina J. ...
Don ...
SPECIAL COMMISSIONERS

The above Commissioners' Report and Award was filed with me, Judge of the County
Court at Law No. 4 of Dallas County, Texas, this 13 day of August, 1997.

W. ...

JUDGE, County Court at Law No. 4,
Dallas County, Texas.

**COMBINED LAND DESCRIPTION
ARAPAHO ROAD/ABP INVESTMENT #III, LTD. TRACT
TOWN OF ADDISON, COUNTY OF DALLAS, TEXAS
G.W. FISHER SURVEY, ABSTRACT NO. 482**

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas and being a portion of a tract of land described in instrument to ABP Investment #III, Ltd. as recorded in Volume 82108, Page 2694 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found at the southeast corner of said ABP Investment #III, Ltd. (ABP) tract, same being the southwest corner of a tract of land described in instrument to Southwestern Bell Telephone Company as recorded in Volume 86207, Page 3192 of the Deed Records, Dallas County, Texas, said point also being on the north right-of-way line of Arapaho Road;

THENCE North 89 degrees 35 minutes 00 seconds West along the said southerly line of said ABP tract and northerly right-of-way line of Arapaho Road a distance of 430.16 feet to a cut cross set for the most southwesterly corner of said ABP tract;

THENCE North 44 degrees 31 minutes 05 seconds West along the southwesterly line of said ABP tract and northeasterly right-of-way line of Arapaho Road a distance of 21.18 feet to a cut cross set for a corner on the westerly line of said ABP tract and east right-of-way line of Addison Road (60 foot wide right-of-way) as described in deed to the City of Addison recorded in Volume 334 Page 0106 of the Deed Records of Dallas County, Texas;

THENCE North 00 degrees 17 minutes 50 seconds East along the westerly line of said ABP tract and easterly right of way line of Addison Road a distance of 112.35 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap on the northwesterly line of said ABP tract;

THENCE North 66 degrees 25 minutes 50 seconds East along the northwesterly line of said ABP tract a distance of 282.45 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE South 84 degrees 55 minutes 10 seconds East along the northerly line of said ABP tract a distance of 80.00 feet to an "X" cut set in concrete;

THENCE North 60 degrees 25 minutes 50 seconds East along the northwesterly line of said ABP tract a distance of 80.00 feet to a 5/8 inch iron rod found;

THENCE North 44 degrees 25 minutes 50 seconds East along the northwesterly line of said ABP tract a distance of 66.23 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for a corner;

THENCE South 01 degrees 47 minutes 22 seconds West along the easterly line of said ABP tract and easterly face of an existing building wall a distance of 323.36 feet to the POINT OF BEGINNING;

CONTAINING 96,838 square feet of land, more or less.

For Huitt-Zollars, Inc.

 12/26/95

Eric J. Yahody
Registered Professional Land Surveyor
Texas Registration No. 4862

Huitt-Zollars Inc.
3131 McKinney Ave.
Suite 600
Dallas, Texas 75204
(214) 871-3311

EXHIBIT A

From: JWINNING @DART (Johnna Winningham)
To: GTHOMASJ
Copies-to: NITSCHKE, BLABENSK, MSTURGEO
Subject: cc: Check/Wire Request Update
Importance: HIGH

Gigi -

I spoke with and gave Minnie Sturgeon a copy of a check/wire request for Earl Bullock, County Clerk in the amount of \$2,899,500.00 that needs the coding distribution to be corrected. We found out this morning that the amount for federal funding is less than what we had first thought. Below is the correct coding for this check/wire:

100-10000-BCPB95005-884	\$2,441,127.00
546-10000-BDPB95005-884	\$458,373.00

Thank you for your help.

Thanks!
Johnna
x2772

P.S. Before I spoke to Minnie I also spoke with Deborah Taylor. Both of them were very, very helpful. I appreciate it very much.

INVOICE NO.	DATE	DESCRIPTION	GROSS AMT	DISCOUNT	NET
090597	9/05/97	LAP:CAP/LAND AC	1014825.00		1014825.00
Dallas Area Rapid Transit P.O. Box 660163 • Dallas, Texas 75266-7222 214/749-3278			TOTAL		1014825.00



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7222
214/749-3278

NationsBank
NationsBank of Texas, N.A.

0277162

VOID AFTER 60 DAYS

PAY EXACTLY \$1,014,825 DOLLARS AND 00 CENTS

DATE	AMOUNT
9/09/97	\$1,014,825.00

TOWN OF ADDISON 100371
PO BOX 144
ADDISON TX 75001

TO THE
ORDER
OF

James Allen

NON-NEGOTIABLE

AUTHORIZED SIGNATURE

⑈0277162⑈ ⑆111901551⑆ ⑆4840798⑆

10371

RECEIVED
DART ACCTS. PAYABLE

97 SEP -5 PM 12:04



CHECK/WIRE REQUEST

SECTION A COMPLETE FOR ALL REQUESTS	<input checked="" type="checkbox"/> CHECK REQUEST <input type="checkbox"/> WIRE REQUEST		PAYEE <i>Town of Addison</i>		
	DATE NEEDED <i>9-9-97</i>		ADDRESS <i>P.O. Box 144</i>		
	AMOUNT \$ <i>1,014,825</i>		<i>Addison, TX 75001</i>		
	PURPOSE <i>LAP: CAP.</i>		APPROVAL TO PAY		
	<i>To pay for a land acquisition project</i>		MANAGER <i>Tom K. Helen</i>		
			ASSISTANT VICE PRESIDENT		
			VICE PRESIDENT		
	SPECIAL INSTRUCTIONS <i>E-Mail Julie</i>		PRESIDENT/EXECUTIVE DIRECTOR <i>Don Allen</i>		
	INITIATED BY <i>J. Rodriguez</i>		DATE <i>9-5-97</i>		BUDGET
	ACCOUNT CODE(S)		AMOUNT	REMAINING BUDGET BALANCE	
CO #	CC #	CL #	GL #	SUB ACCT #	
<i>100</i>	<i>- 100000</i>	<i>- 0</i>	<i>- 24002</i>	<i>- 09</i>	\$
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
REPETITIVE WIRE: NO (COMPLETE SECTION BELOW)		YES =		TEST CODE	
BANK NAME/LOCATION			ABA #		
CREDIT TO:			ACCOUNT #		
FURTHER CREDIT/ATTN.:					
FUND		(1) AUTHORIZED SIGNATURE		(2) AUTHORIZED SIGNATURE	
DATE/TIME OF BANK NOTIFICATION		WIRE REFERENCE		PLACED BY	

KP 9-8-97



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

RECEIVED

AUG 25 1997

PROJECT DEVELOPMENT

(972) 450-2871

16801 Westgrove

August 21, 1997

Mr. Tom K Ryden, P.E.
Senior Manager, Project Development
Dallas Area Rapid Transit
P.O. Box 600163
Dallas, Texas 75266-0163

Re: Reimbursement for Land Acquisition-Arapaho Road

Dear Mr. Ryden:

Proceedings for the acquisition of the Pinnell tract are now complete (through condemnation) and DART has posted the total amount of the award, \$2,899,500.00, with the court. According to our Interlocal Agreement with DART, Addison is responsible for 35% of the total award, or \$1,014,825.00. The Town Council has approved the payment to DART, and the money transfer (by wire), should occur today or tomorrow.

This is to request reimbursement of the \$1,014,825.00 back to Addison from our LAP/CMS funding.

I have attached a "Summary of Testimony", a copy of the Condemnation Proceeding and a copy of the Interlocal Agreement of Purchase and Sale of Real Property, all of which pertain to the above.

Please call me at 972-450-2879 if you have any questions or require additional information.

Very truly yours,

Town of Addison

James C. Pierce, Jr., P.E., DEE
Assistant City Engineer

cc: John Baumgartner, P.E.
Director of Public Works

Sandra Goforth
Accounting Manager



Dallas Area Rapid Transit

940251

RESOLUTION

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT
(Executive Committee)


FY 1994 Local Assistance Program Request from the Town of Addison

WHEREAS, the Town of Addison is eligible for participation in DART Local Assistance Program (LAP) projects; and

WHEREAS, these projects are within current Budget and Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that:

- Section 1: The FY 1994 Local Assistance Program request by the Town of Addison as shown in Attachment 1, is approved for funding under the LAP.
- Section 2: FY 1995 & FY 1996 funds may be used to complete this project once the LAP funds are allocated and can be made available through DART's standard budget process.



 Norma Stanton
 Secretary



 Kathy Ingle
 Chairman

APPROVED AS TO FORM:

ATTEST:



 Roland Costanzo
 DART Counsel



 Roger Snoble
 President/Executive Director

September 13, 1994

 Date

TYPE OF SUBMISSION (1) <input checked="" type="checkbox"/> Capital (C) <input type="checkbox"/> Technical (T) <input type="checkbox"/> Revision (R)	DATE SUBMITTED (2) June 24, 1994
	CATEGORY CODE (see reverse) (3) <u>2</u> (4) <u>14</u> (5) <u> </u> (6) <u> </u> (7) <u> </u> (8) <u> </u>

APPLICANT INFORMATION	
LEGAL NAME (9) Town of Addison	ORGANIZATIONAL UNIT (10) Town of Addison - Engineering Dept.
ADDRESS P.O. Box 144 City Addison (11) County Dallas (12) State Texas (13) Zip Code 75001 (14)	CONTACT PERSON Name: John Baumgartner Telephone: (214) 450-2886


PROJECT TITLE (15)
 Arapaho Road Extension, from Quorum Drive to Addison Road

PROJECT DESCRIPTION AND JUSTIFICATION (16)

- This project is an extension of the Arapaho Road realignment project. It is a continuation of Phase I of the extension of Arapaho Road from the Dallas North Tollway to Marsh Lane.
- See attached report from Barton - Aschman & Associates.
- Funding requested for engineering, and construction costs, and right-of-way.
- DART Bus Routes: 400 & 333
- Request DART agree that the use of Addison's '95 & '96 DART LAP allocations to fund phases II & III of the Arapaho Project is an acceptable use of DART LAP funds.
- Future LAP requests for phases II & III (estimated)
 1995 - \$900,000 OK 1996 - \$900,000 - \$620,558.44

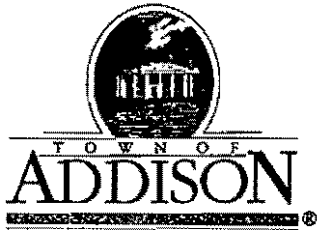
PROPOSED PROJECT
 Start Date September, 1994 (17) Ending Date March, 1996 (18)

ESTIMATED FISCAL YEAR FUNDING		CONSTRUCTION COST DISTRIBUTION	
Federal	\$ (19)	Engineering/Design	\$ (26)
City	\$ (20)	Right-of-Way	\$ 600,000 (27)
State	\$ (21)	Construction	\$ 600,000 (28)
Local	\$ (22)	Other	\$ (29)
Other	\$ (23)	Total	\$ 1,200,000 (30)
DART	\$ 1,200,000 (24)		
TOTAL	\$ 1,200,000 (25)		

SIGNATURE OF AUTHORIZED REPRESENTATIVE 	TITLE Director of Public Works	DATE SIGNED 8/17/94
--	-----------------------------------	------------------------

FOR DART USE ONLY

To DART Staff	Date _____	To P&D Committee	Date _____
To TASC	_____	P&D Review	_____
TASC Review	_____	Approved by P&D	_____



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

August 27, 1999

A. Rene Rodriguez, AIA, Project Manager
DART Facilities Engineering
P.O. Box 660163
Dallas, TX 75266-7208

Re: Reimbursement Under Addison Transit Center Interlocal Agreement

Dear Mr. Rodriguez:

This is to request reimbursement for the installation of the deceleration lanes, traffic signal at Edwin Lewis Drive, and 25 4" caliper oak trees for the transit center, (construction essentially complete) in accordance with Sections 3.06 and 3.07 of our Interlocal Agreement.

For the deceleration lanes, I have attached a copy of the construction plans, highlighted to show the deceleration lanes, bid prices for the applicable quantities, as well as my calculations for the amount due of \$20,610.

For the traffic signal, I have attached a copy of the construction plans as well as the applicable bid quantities marked up for the one signal at Edwin Lewis Drive (old Arapaho Road). The amount due for the signal is \$98,239.

For the trees, I have attached a copy of bid Item 521, which indicates \$25,000 is due for the 25 trees.

The total amount of reimbursement requested is \$143,849. This will complete our requests for reimbursement under the Interlocal Agreement.

Please call me at 972-450-2879 if you have any questions concerning this matter. It certainly has been a pleasure working with you on this project and I hope we can do it again soon!

Very truly yours,

Town of Addison

James C. Pierce, Jr., P.E.
Assistant City Engineer

cc: Chris Terry, Assistant City Manager
John Baumgartner, P.E., Director of Public Works

Enclosures

Date of Agreement
Jan 4, 1996

J.P.

THE STATE OF TEXAS)
COUNTY OF DALLAS

COPY

KNOW ALL MEN BY THESE PRESENTS:

**INTERLOCAL AGREEMENT OF PURCHASE AND SALE
OF REAL PROPERTY**

THIS AGREEMENT, made and entered into by DALLAS AREA RAPID TRANSIT, a regional transportation authority created pursuant to Chapter 452 of the Texas Transportation Code (Formerly article 1118y of the Texas Revised Civil Statutes), ("DART"), and the TOWN OF ADDISON, a Texas home rule municipal corporation, ("City"),

WITNESSETH:

WHEREAS, the City proposes to acquire certain real property within the City for the relocation of a public road known as Arapaho Road (the "Arapaho Property"); and,

WHEREAS, DART proposes to acquire certain real property within the City and adjacent to the Arapaho Property for the development of a transit center (the "Transit Center Property"); and,

WHEREAS, in the best interest of the taxpayers of the City and of DART, it is more economical for the City and DART to jointly acquire the respective properties; and,

WHEREAS, pursuant to sections 452.055(a) and 452.057 of the Texas Transportation Code and the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the City and DART desire to enter into this Interlocal Agreement to coordinate the simultaneous acquisition of the Arapaho Property and the Transit Center Property;

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each of the parties hereto and other good and valuable consideration, DART and the City do hereby agree as follows:

1. Property Descriptions.

The Moses and Cline Property: 3.877 acres more or less of land out of the G. W. Fisher Survey, Abstract No. 482 in Dallas County, Texas more particularly described in Exhibit "A" attached hereto and depicted on the plat marked Exhibit "G" attached hereto.

The Pinnell Property: 2.2232 acres more or less of land out of the G. W. Fisher Survey, Abstract No. 482 in Dallas County, Texas more particularly described in Exhibit "B" attached hereto and depicted on the plat marked Exhibit "G" attached hereto.

The Transit Center/Moses and Cline Tract: 2.511 acres more or less of land out of the Moses and Cline Property, more particularly described in Exhibit "C" attached hereto and depicted on the plat marked Exhibit "G" attached hereto.

The Transit Center/Pinnell Tract: 1.40 acres of land, more or less out of the Pinnell Property, more particularly described in Exhibit "D" attached hereto and depicted on the plat marked Exhibit "G" attached hereto.

The Arapaho/Moses and Cline Tract: 1.367 acres of land, more or less out of the Moses and Cline Property, more particularly described in Exhibit "E" attached hereto and depicted on the plat marked Exhibit "G" attached hereto.

The Arapaho/Pinnell Tract: 0.7932 acres of land, more or less out of the Pinnell Property, more particularly described in Exhibit "F" attached hereto and depicted on the plat marked Exhibit "G" attached hereto.

2. Property Acquisition. City and DART agree to jointly acquire and pay for the Pinnell Property and the Moses and Cline Property, (sometimes hereafter jointly the "Properties") by negotiation if possible, by eminent domain if necessary. Title to the Properties will initially be vested in the City with a simultaneous reconveyance of the Transit Center/Moses and Cline and Transit Center/Pinnell Tracts to DART.

3. Acquisition Duties and Responsibilities.

3.01. City. In connection with the acquisition of the Properties, the City shall be responsible for the following:

a. Secure a boundary survey of each of the two (2) Properties and the four (4) Tracts which will be used in all contracts, deeds and legal documents necessary for the acquisition of the Properties. The cost of the boundary surveys shall be paid by the City and not allocated pursuant to Section 4.02.

b. Order a commitment for an owner's policy of title insurance for each of the Properties from Safeco Land Title Company, (the "Title Company"). Each party shall pay the cost of owner's title insurance policies for its respective tracts at Closing.

c. Provide to DART copies of the City's appraisals of the Properties and authorize the appraiser to work directly with DART attorneys in eminent domain proceedings for the acquisition of the Properties, if necessary. The cost of the appraisals shall be paid by the City and not allocated pursuant to Section 4.02, but the cost for eminent domain preparation and testimony shall be allocated pursuant to Section 4.02.

3.02. DART. In connection with the acquisition of the Properties, DART shall be responsible for the following:

a. DART real estate, relocation and legal staff personnel will represent both DART and the City in the acquisition process, including, but not limited to (i) making the initial Agreed Offer of fair market value; (ii) negotiations of administrative settlements; (iii) initiating and completing eminent domain proceedings, if necessary; (iv) arranging and supervising hazardous materials remediation, if necessary; (v) providing for demolition of improvements; and (vi) handling all relocation services. Except for legal counsel, DART staff time will be without further charge to the City in consideration of services performed and to be performed by City staff and others and previously paid for by City. DART legal counsel time will be billed in accordance with the schedule of fees attached as Exhibit "H" attached hereto, and the cost will be allocated as provided in Section 4.02.

b. DART has completed a Phase I HazMat investigation of the Properties for which no charge will be made to the City. Actual HazMat remediation costs, if any, shall be allocated pursuant to Section 4.02.

4. Allocation and Payment of Purchase Price and Costs. The purchase price (whether negotiated or by eminent domain) and the below listed acquisition costs for the Properties shall be allocated between the City and DART in the percentages set forth in Section 4.02:

4.01. Costs. The term "Costs" shall mean and include: (i) actual HazMat remediation costs; (ii) actual improvement demolition costs; (iii) actual relocation expenses; (iv) actual professional witness expenses for preparation and testimony at eminent domain commissioner's hearings and jury trial, as necessary; (v) court costs; (vi) attorney fees based on the schedule in Exhibit "H"; (vii) any other actual acquisition expenses not specifically identified in this agreement.

4.02. Allocation.

a. For acquisition of the Moses and Cline Property, DART shall pay 65% of the purchase price and Costs and the City shall pay 35% of the purchase price and Costs.

b. For acquisition of the Pinnell Property, DART shall pay 65 % of the purchase price and Costs and the City shall pay 35% of the purchase price and Costs.

4.03. Payment.

a. Negotiated Purchase. In the event the parties are able to negotiate an agreed purchase contract with one or more of the Property owners, each party shall pay its allocated share of the purchase price and Costs at the closing, EXCEPT, HOWEVER, that any Costs or other expenses of the acquisition not reflected in the agreed purchase contract or on the closing statement shall be paid by the obligated party within a reasonable time after such Costs and expenses are incurred and the party is notified thereof.

b. Eminent Domain. In the event the parties are forced to acquire by eminent domain one or more of the Properties, each party shall pay its allocated share of the commissioners award/jury verdict, together with all Costs then accrued at the time the amount of the award or jury verdict is paid into the registry of the court. Any Costs or expenses not known at the time the award/verdict is paid shall be paid by the obligated party within a reasonable time after such Costs and expenses are determined.

5. Agreed Offer. Based upon the City's appraisals of the each of the Properties, the parties will concur in an offer of fair market value to be initially offered for each Property, (the "Approved Offer Amount"). DART, for itself and the City shall initiate negotiations for the purchase of the Properties by offering the Approved Offer Amount to each Property owner.

6. Administrative Settlement. In the event DART staff is unable to acquire either of the Properties for the Approved Offer Amount, but is able to negotiate a purchase price for one or both which the staff determines is fair, just and reasonable, it shall recommend said negotiated price as an Administrative Settlement, to the DART Board and the City Council of City, who shall have thirty (30) days after receipt of such recommended Administrative Settlement to approve or disapprove the Administrative Settlement. As a part of the submission of a proposed Administrative Settlement, the DART staff shall furnish to DART and the City the staff's written justification/explanation of the basis of the proposed Administrative Settlement amount. Before an agreed purchase contract may be tendered to a Property owner, both the DART Board and the City Council must agree to the amount of the Administrative Settlement.

7. Eminent Domain. In the event the DART staff is unable to negotiate the purchase of either or both of the Properties for the Approved Offer Amount or any approved Administrative Settlement Amount, and upon

