

2000-3 Arapaho Road  
BEN PINNELL LAWSUIT - 1997

10/97

**COWLES & THOMPSON**

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

901 MAIN STREET, SUITE 4000  
DALLAS, TEXAS 75202-3793

TELEPHONE (214) 672-2000

METRO (972) 263-0005

FAX (214) 672-2020

CHARLES SORRELLS  
(1925-1982)

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McKINNEY, TEXAS 75069-4463  
TELEPHONE (972) 542-5000

100 W. ADAMS AVE., SUITE 321  
P.O. BOX 785  
TEMPLE, TEXAS 76603-0785  
TELEPHONE (254) 771-2800

ONE AMERICAN CENTER, SUITE 777  
909 E.S.E. LOOP 323  
TYLER, TEXAS 75701-9684  
TELEPHONE (903) 581-5586

KENNETH C. DIPPEL  
(214) 672-2158

October 13, 1997

Mr. Ron Whitehead  
City Manager  
Town of Addison  
P. O. Box 144  
Addison, TX 75001

Re: ABP Investments #III Ltd., et al. v. Dallas Area Rapid Transit and  
Town of Addison

Dear Ron:

I enclose a notice from the 193rd District Court of Judge Michael O'Neill setting the Ben Pinnell inverse condemnation case for trial March 13, 1998. Addison will be ready for trial on that date. I would hope the case is dismissed before that date since the Plaintiff recovered substantial damages in the underlying eminent domain case.

Sincerely,

  
Kenneth C. Dippel

KCD/gk  
Enclosure

cc: John Baumgartner ✓



193RD DISTRICT COURT  
GEORGE L. ALLEN, SR. COURTS BUILDING  
600 COMMERCE STREET  
DALLAS, TEXAS 75202-4606

Chambers of JUDGE MICHAEL J. O'NEILL

SEPTEMBER 29, 1997

SIM ISRAELOFF  
901 MAIN STREET  
SUITE 4000  
DALLAS TX 75202

RE: Case No. 9706265-L

ABP INVESTMENTS #III LTD VS. DALLAS AREA RAPID TRANSIT

All Counsel of Record:

Please take note of the following settings:

Pre-Trial:

Jury Trial: 04/13/98

Non Jury Trial:

Trial announcements must be made in accordance with rules 1.17 and 1.28, Dallas Civil Court rules.

When no announcement is made for plaintiff, the case will be dismissed for want of prosecution.

Completion of discovery, presentation of pretrial motions and other matters relating to preparation for trial are governed by the Dallas Civil Court rules, printed at the back of the Texas Rules of Court published by West Publishing Company.

Sincerely,

MICHAEL J. O'NEILL  
DISTRICT JUDGE  
193RD DISTRICT COURT  
Dallas County, Texas

December 3, 1997

Not copied, but open for review at the Service Center:

Appraisal dated October 25, 1997 by L.R. Denton & Co.  
Plan - Proposed Right-of-Way MCM Property Arapaho Road Alignment  
Appraisal Consultation Group - Summary & Conclusions  
Appraisal - Moses & Cline tract  
Plan - Proposed Right-of-Way Pinnell Property Arapaho Road Alignment  
"VOID" Appraisal Consultation Group - Summary & Conclusions  
Title Survey Quorum West - Addison Addition  
Final Plat Addison Car Care Addition  
Land Title Survey (updated) Signed & Sealed  
Exhibits of tracts A, B, C  
Exhibits of Right-of-Way Parcels 3-1, 3-2 (Southwestern Bell Tract)  
Exhibit H - Interlocal Agreement - Toll Tunnel  
Addison Airport Toll Tunnel Geotechnical Design Summary Report  
Addison Airport Tunnel Environmental Assessment  
Addison Airport Tunnel Initial Engineering Assessment  
Addison Airport Tunnel Initial Feasibility Assessment  
Addison Airport Toll Tunnel Traffic and Revenues  
Addison Airport Keller Springs Underpass Study  
Various Aerials  
Phase IIA (Subsurface) & Phase IIC (Miscellaneous) Investigation Report for the Former  
Logic Design Metals Facility  
Letter Report Former Logic Design Metals Facility  
Phase I Environmental Site Assessment  
Phase I Environmental Site Assessment Update  
Phase III Cost Analysis Former Logic Design Metals Facility  
Letter From Terra-Mar Re: Proposal for Subchapter S Risk Assessment  
Letter From Ecology and Environment, Inc. Re: Letter Summarizing One Alternative for  
Closure Activities for the Property at Arapaho Road and Quorum Drive known as  
the Proposed Addison Transit Center  
Letter From Applied Earth Sciences, Inc. Re: Activities and cost pertaining to the two  
proposals for the former Logic Design Metals Facility  
2 sets of plans for "Old Town 7-11/Strip Center"  
1 set of plans for 4801 Arapaho Road and 15350 Addison Road

December 3, 1997

**Copied from John R. Baumgartner's Files:**

Toll Tunnel Agreement  
Keller Springs Toll Tunnel  
Keller Springs Toll Tunnel '94  
Keller Springs Toll Tunnel '93  
Transportation Plan  
Arapaho Road Phases I, II, III  
Arapaho Road Extension  
Ben Pinnell  
Moses & Cline  
Addison Transit Center

**Copied from James Pierce's Files:**

Arapaho Right-of-Way  
Arapaho Maps & Descriptions  
Arapaho ABP Investments  
MEPC Properties  
MCM Co. Properties  
Appraisals - Moses & Cline  
Appraisals - Addison Colonnade  
Arapaho Road 1997  
DART Transit Center/Arapaho Road Right-of-way '94,'95  
Arapaho Road & DART Correspondence '96, '97  
Arapaho Phase I Engineering contract  
Arapaho Road Realignment Right-of-way SW Bell & JB Cline  
Arapaho - Request - Statements of Qualifications  
Arapaho Road Improvements SW Bell Land Acquisition  
DART/LAP/CMS Program  
DART/LAP/CMS 10/97 Approved/Payment  
Arapaho Road Realignment Design Tollway to Addison Road  
Arapaho Road Extension '93, '94  
Arapaho Streetscape  
Keller Springs Toll Tunnel  
Arapaho Rd/Addison Rd Easement Quorum Center Ltd. Partnership  
Arapaho TU Electric  
Arapaho Design/Environmental  
Addison DART Transit Center

**Building Inspection:**

Files for: 15350 Addison Road, 4801, 4803, and 4805 Arapaho Road  
Applications for Certificates of Occupancy

**Clyde Johnson's Files:**

Announcement  
Bid Doc. Check List  
Legal Affidavit  
Legal Advertising  
Purchase Order

**Carmen Moran's Files:**

Addison Airport Toll Tunnel  
Cooperation Agree.  
Resolution R95-111  
Ordinance 094-038  
Resolution R94-027  
City Council Agenda's

**Pat Haggerty's File.**

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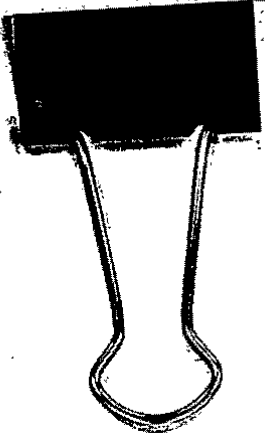
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Toll Tunnel Agreement

THE

PRIORITY

el)





Town of Addison  
KELLER SPRINGS TOLL TUNNEL  
POSITION PAPER

The Town of Addison feels strongly that both the proposed Keller Springs Toll Tunnel project and the extension of Arapaho Road within the Town limits are needed to help meet transportation needs of the region and the Town. The Town has long recognized the importance of an effective transportation system to its success and continued growth. The Town has worked with neighboring cities, Dallas County, the Texas Department of Transportation (TxDOT), the North Texas Council of Governments (NCTCOG), and the Texas Turnpike Authority to assist in the planning and implementation needs of the Town and region.

*J. Baumgartners Files*  
*Keller Springs Toll Tunnel*  
*Keller Springs Toll Tunnel '94*  
*Keller Springs Toll Tunnel '93*

as a logical transportation link that would the highly congested North Dallas County segments of Keller Springs Road creating a facility to the Dallas North Tollway (DNT) project by the TTA. The Keller Springs project is a regional mobility in the area but will not be experienced within the Town of

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\_\_\_\_\_

equally high priority for the Town. is at Addison Road, to Marsh Lane Road and provide increased local mobility for citizens of the Town. The Town has been in 1987 and more recently has been included in the Town of Addison. The Town Council is unanimously

The planning, and implementation of these projects were conducted by Wilbur Smith and Associates. It is noted that the two facilities do not directly impact and congestion on Belt Line Road and the Keller Springs Tunnel. Although the WSA report indicates that the extension of the Arapaho Road is consistent with the extension of the Arapaho Road following the completion of the Keller Springs Tunnel volumes for the

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NCTCOG, as part of the Town of Addison Traffic Volume Study, projected no decrease in traffic volume on Keller Springs Road resulting from the extension of Arapaho Road.

East/west travel demand in the corridor continues to increase as evidenced by the increasing levels of congestion in the area. Traffic volumes on Belt Line Road are increasing at an annual rate of three percent (3%). Any increased

TOWN OF ADDISON

Transportation Plan

PLAN

Prepared for:

Addison

Prepared by:  
Barton-Aschman Associates, Inc.

December, 1992

Street	Location	1996 Data		1996 Data			1986	1989	1993	1996	Difference 1996-1993	% Change From 1993
		NE	SE	EB	WB	Total VPD						
Addison Road	Trinity Mills to Sojourn	5372	3759			9131	5195	5293	6832	9131	2299	34%
	Sojourn to Westgrove	5620	4815			10435	8751	7546	9359	10435	1076	11%
	Westgrove to Keller Springs	10391	9706			20097	N/A	13491	18076	20097	2021	11%
	Keller Springs to Airport Pkwy	10867	11167			22034	N/A	14884	17130	22034	4904	29%
	Airport Pkwy. to Mildred	11356	11904			23260	19693	15826	17505	23260	5755	33%
	Mildred to Arapaho	11529	11902			23431	NR	NR	18526	23431	4905	26%
	Arapaho to Belt Line	11352	12018			23370	20468	17490	20949	23370	2421	12%
	South of Arapaho	8985	10088			19073	NR	NR	NR	19073	NA	NA
Airport Parkway	West of Addison			765	700	1465	1120	1079	1152	1465	313	27%
	Addison Road to Dall					3001	3648	1054	1597	3001	1404	88%
Arapaho Road	Addison Road to Spe									13266	-2831	-18%
	Spectrum to Dallas P									11181	-550	-5%
Belt Line Road	West of Marsh Lane									54212	11365	27%
	Marsh Lane to Surve									54846	13792	34%
	Surveyor to Midway I									52709	12699	32%
	Midway Road to Belt									59148	4949	9%
	Beltway to Addison F									69591	17348	33%
	Addison Road to Qu									68757	19731	40%
	Quorum Road to Dal									66777	21828	49%
Beltway Drive	Dallas Pkwy. to Mon									49905	7859	19%
	Montford to White R									51045	8853	21%
	West of Marsh Lane									7838	911	13%
	Marsh Lane to Surv									8909	4563	105%
	Surveyor to Midway									5925	1103	23%
Beltwood Parkway	East of Midway Roa									5908	943	19%
	South of Belt Line									5225	622	14%
Brookhaven Cir	South of Belt Line R									3163	284	10%
Celestial Road	Marsh Lane to Sprit									12494	3134	33%
	East of Montfort									5537	4367	373%
Dallas Parkway	Quorum Drive to Be									866	224	35%
	Belt Line to Arapah									37271	6526	21%
	Arapaho to Airport									28678	7841	38%
	Westgrove to Bent									27488	7380	37%
Excel	Sojourn to Trinity M									27105	6101	29%
	Addison to Westgr									1479	NA	NA
Wood Road	South of Belt Line									NR	NA	NA
Keller Springs	West of Addison Road									383	-723	-65%
	Addison Road to Dallas Pkwy.			6803	6489	13292				13292	4376	49%
Landmark Blvd.	Belt Line to Quorum	1518	2493			4011	2422	2466	2962	4011	1049	35%
Les Lacs	Beltway to Proton	968	1093			2061				2061	NA	NA
Lindberg	Midway Road to Addison			6596	8039	14635	9790	6595	10373	14635	4262	41%
	Midway Road to Billy Mitchell			2422	2583	5005	NR	NR	NR	5005	NA	NA
Marsh Lane	North of Belt Line Road	22066	24255			46321	30835	31503	34325	46321	11996	35%
	Belt Line to Beltway	25716	27751			53467	33931	32980	33987	53467	19480	57%
	Beltway to Spring Valley	20821	18705			39526	32787	37942	37196	39526	2330	6%
	Spring Valley to Brookhaven	17806	17712			35518	37531	35382	32621	35518	2897	9%
	South of Brookhaven	19762	21755			41517	53648	33421	36878	41517	4639	13%

*Baumgartners Files*  
*I, II, III*  
*d. Extension*  
*Pinner*  
*Chine*  
*\* Arap P*  
*\* Arap*  
*\* Bea*  
*\* Mose*

Town of Addison  
KELLER SPRINGS TOLL TUNNEL  
POSITION PAPER

The Town of Addison feels strongly that both the proposed Keller Springs Toll Tunnel project and the extension of Arapaho Road within the Town limits are needed to help meet transportation needs of the region and the Town. The Town has long recognized the importance of an effective transportation system to its success and continued growth. The Town has worked with neighboring cities, Dallas County, the Texas Department of Transportation (TxDOT), the North Texas Council of Governments (NCTCOG), and the Texas Turnpike Authority to assist in the planning and implementation of a transportation project that would meet the needs of the Town and region.

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*Keller Springs Toll Tunnel '94*  
*Keller Springs Toll Tunnel '93*

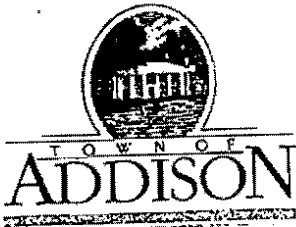
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**PUBLIC WORKS DEPARTMENT**

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove

November 17, 1994

*J. Baumgartner's File  
Addison Transit Center*

**MEMORANDUM**

To: Ron Whit  
City Manager

From: John Baumgartner  
Director of Public Works

Re: DART Transit Center

DART is continuing to search for a site. Staff like the idea of locating the facility when rail travel becomes a reality also.

center. DART and facility when rail

The Addison area serves a large area and continues to evolve so will be focusing on the area around the building/7-11 on Addison I

our urban center transit center and a 3 story office

From DART's perspective, we would like more than they would like. DART is currently in site plan approval, possibly to buy or lease space adjacent to the site.

with less flexibility ultimately will seek land, and support

Attached is a map and schedule.

JRB/gd

Attachment

L. R. Denton & Co.  
Real Estate Appraisal and Consulting

L. Randall Denton, MAI  
E. Glenn Silva, MAI  
David Heath, MAI  
Mindy S. Heath, MAI  
Of Counsel:  
Elise R. Mikus, MAI

September 22, 1995

SENT VIA FACSIMILE (214) 931-6643

Mr. David Nighswander  
Town of Addison  
P. O. Box 144  
Addison, TX 75010

J. Pierre's Files

Arap. R-O-W

RE: Appraisal  
.477 Acre  
Southeast  
Spectrum  
Addison, TX

Arap. Maps + Descrip.

Arap. ABP Investments

MEPC Prop.

Dear Mr. Nighswander:

MCM Co Prop.

We appreciate your interest in the

Appraisal of Micoso & Line

captioned property  
market value of the

" " Addison Colonnade

report on the above-  
be to estimate the

We expect to work with you on  
additional information

please furnish us with such  
the report.

Our fees are based on the complexity of the  
instance, our fee will be able to report on  
later than October 31st

complexity. In this  
ber 16th and will  
be completed no

If this proposal meets your requirements,  
same to this office.

and return the  
rt.

Respectfully submitted

L. Randall Denton, MAI  
President

ACKNOWLEDGED & AGREED:

BY: R. W. [Signature]

DATE: 10-11-95



Post Office Box 144

Addison, Texas 75001-0144

5300 Belt Line Road

(972) 450-7000  
FAX (972) 450-7043

MEMORANDUM

May 8, 1997

TO: Ron V  
FROM: Carm  
SUBJECT: Color

J. Pierce's Files  
Arap. Rd 1997  
DART Transit Ctr./Arap.Rd. R-o-W '94, '95  
Arap. Rd. DART Corresp. '96, '97  
Arap. Pn I engr. contract  
Arap Rd Realign R-o-W SWBell + JBCline

As you are well aware of it for some time on the south side of Arapaho side of Arapaho. I have worked with John and Slack on recommendations

ing  
development on the  
on the north  
have worked  
table

COLONNADE

I here are three m

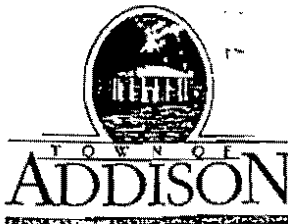
1. The trading of

I believe we have not gotten appropriate abandonment, and are forgetting which dictate part of the. However, the size of utility foot on paper piece, as a to sell it, no which is too

be. We have  
t-of-way we will  
foot. What we  
al practices,  
Our piece, as a  
15.00 per foot.  
the number and  
worth \$15.00 per  
In reality, our  
if we were to try  
square feet,  
e of not less

than 3-stories, and it is encumbered with a storm sewer line, a Southwestern Bell cable, and other utilities.

If MEPC was not expanding the Colonnade and did not want the abandoned roadway, we would have three options. First, we could tear out the concrete, install turf and irrigation to the area, and keep it in landscaping. By MEPC's estimate that option would cost about \$32,000. Second, we could abandon the right-of-way, but retain an easement for our utilities. By state law, when right-of-way is abandoned by a city, the property owners on each side can take



**PUBLIC WORKS DEPARTMENT**

(214) 450-2871

Post Office Box 144 Addison, Texas 75001

16801 Westgrove

March 7, 1995

Mr. L. Randall Denton, MA  
L.R. Denton & Co.  
14800 Quorum Drive, Suite 3  
Dallas, Texas 75240

Pierce's Files  
Arayaho - Request - Statements of Qualif.  
Aray Rd. Improve. SW Bell Land Acq.  
DART/LAP/CMS Program  
DART/LAP/CMS '97 Approv/Payment  
Arayaho Rd Realign. Design Toll - Add Rd  
Arayaho Rd. Exten. '93, '94

Re: Appraisals of Moses

Dear Mr. Denton:

The Town has accepted your Moses & Cline. Attached is of the essence on this project and the receipt of this letter.

Ben Pinnell and Proceed. Time is in 30 days from

I have enclosed a metes and Pinnell tract will change slight exhibit to you when I receive use.

The taking on the d description and project for your

Both property owners are awa Mr. Ben Pinnell at 817-497-32 to lend you my assistance.

at 239-3771, and d I will be happy

As we discussed on the phone the Pinnell tract and you may appraisal to me upon comple

the appraisal for e Moses & Cline

If you have any questions or

Sincerely,

*David Nighswonger*

David Nighswonger, P.E.  
Engineer

Enclosures

DCN

B:\Denton, Lcr





**PARKS & RECREATION**

Post Office Box 144 Addison, Texas 75001

(972) 450-2851 • FAX (972) 450-2834

16801 Westgrove

November 20, 1

A. Rene Rodrig  
DART Facilities  
P.O. Box 6601E  
Dallas, TX 7521

J. Pierce's Files  
Arapaho Street scape  
Keller Springs Toll Tunnel  
Quorum Center  
Easement Ltd. Partnership

Re: Addisc Arap Rd / Add. Rd

Dear Mr. Rodr

I wanted to fol  
landscape iss  
Construction C  
trees in the Tc

Dart will be c  
described in t  
while only 75

Addison is pr  
bring the site  
a second row  
17 sidewalk  
Interlocal Ag

**STREETSCAPE**

The Interloc  
plan. The s  
sidewalk.  
Quorum Dr  
back of the  
confusion l

The landsr  
Town. The  
estimate,  
planting strip south of the terminal.

97 regarding the  
ART Transit Center  
plan for planting 25 - 4"  
Quorum Drive.

ape requirements  
requirement is 96 trees,

attached planting plan to  
s will be planted to create  
yn will fund the remaining  
e Town as specified in the

the Town's streetscape  
green strip behind the  
Arapaho Road and  
er system and grass to the  
rinkler systems and the  
aintenance contractors.

owed and approved by the  
onetheless, based on our  
ified within the interior

Please call me at (972)-450-2851 t let me know Dart's decision.

Sincerely,

Slade Strickland

cc: Jim Pierce, Town of Addison  
Carmen Moran, Town of Addison

Attachment

REQUEST FOR QUALIFICATIONS

ARAPAHO ROAD EXTENSION

TOWN OF ADDISON

The Town of Addison  
for the design of the  
Road from its existing  
initial phase of the  
The second phase will  
signals, railroad cross

J. Pierce's File  
Arapaho TU Electric  
Arapaho Design/Environmental  
Addison DART Transit Center

engineering firms  
extend Arapaho  
ched map). The  
t-of-way needs.  
n will be traffic  
Midway Road.

Addison will accept  
through April 30, 19  
a maximum number  
firm should provide  
The SOQ shall des  
charge, Project Ma  
similar projects in sc  
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Interested consulta

cations to:

Mailing: John Baumgartner  
Director of Public Works  
P.O. Box 144  
Addison, Texas 75001

Street: 16801 Westgrove  
Addison, Texas 75248

Phone: (214)450-2871

Fax: (214)931-6643

Application form must be answered completely, dated, and signed for processing to take place.

*Storage Only*

6/19

### TOWN OF ADDISON APPLICATION FOR CERTIFICATE OF OCCUPANCY

Address of Business <u>4805 ARAPAHO ADDISON, TX 75248</u>		Suite
Mailing Address <u>1900 SURVEYOR BLVD CARROLLTON, TX 75006</u>		
Total Square Footage of Space <u>13,000</u>		Was Space <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Name of Business <u>LC</u>	Business Phone <u>(214) 416-4023</u>	
Type of Business <u>W2 Bldg Inspection Files</u>	Above Address <u>6/19/95</u>	
No. of Employees at Absc _____	Sales Tax Certificate No. <u>21138-6116-2</u>	
Former / Business Add _____	State <u>TX</u> Zip <u>75006</u>	
<u>CURRENT</u>		
List other Locations in Ad _____		
Owner(s) of Business _____		
If Corporation, print name _____		
Owner's Address _____	State _____ Zip _____	
(Home Address if Individual)		
Business Phone <u>(214) 4</u>		
Owner's Driver's License N _____		
Owner of Building <u>AB</u>	Zip <u>21-5231</u>	
Building Owner's Address _____	State <u>TX</u> Zip <u>76205</u>	
Signature of Applicant <u>[Signature]</u>	Date <u>6/19/95</u>	
DO _____		
Occupancy Group <u>B</u>	Zoning <u>PD</u>	
Department _____		
Fire _____		
Landscape _____		
Planning/Zoning _____		
Utilities/Streets _____		
Health _____		
Tax _____		
Building Inspector's Approval <u>[Signature]</u>	Date <u>7/19/95</u>	
Temporary Certificate Issued ( ) _____	Date _____	Expires _____
Permanent Certificate Issued _____	<u>[Signature]</u> (Building Official)	
FEES PAID: Date <u>6-19-95</u>	Cash _____	Check No. <u>22441</u>
Receipt No. <u>183456</u>	CERTIFICATE NO. <u>95062030</u>	

10

ADDISON BUSINESS ASSOCIATION  
P.O. Box 683  
Addison, Texas 75001

Robert L. McCallum  
Secretary

Mark E. Jarvis  
Treasurer

Gregory C. Roach  
President

Craig Bevil  
Vice President

ABA LUNCHEON MEETING  
CLUB

Pat Haggerty's Files

March 24, 1995

Dear A.B.A. Member:

The Addison City Council  
were taken under consideration

Item #W1 - A concept  
Bieberstein.

Item #W2 - A study of  
Healthplex facility in the

No action was taken

Consideration of a fee  
\$6,250.00 with Healthplex  
establishing a Healthplex

A Meritorious Exception  
premises real estate  
and Montfort Drive

Ordinance 095-00  
tower), located in  
Southwestern Boulevard

Consideration of  
for the sale of a  
at 14833 Midway Road, on  
council meeting.

Ordinance No. 095-009 approving a change of zoning from Planned Development to a Commercial-1 district, located on 6.82 acres at the northwest corner of the intersection of Arapaho Road and Quorum Drive, on application from Mr. J. B. Cline, subject to no conditions, was approved.

Ordinance No. 095-010 approving an amendment to Ordinance #66, the Comprehensive Zoning Ordinance, Section XII, Paragraph 10, in order to delete the requirement for a Special Use Permit for a satellite earth station, and add (as a revised paragraph: 10) a requirement for a Special Use Permit for a hotel/motel, subject to no conditions was approved.

Ordinance No. 095-011 amending an existing Planned Development district in order to revise site plans for a hotel in a Planned Development district, located on 4.1574 acres on the west side of Landmark, 600 feet south of Belt Line Road, on application from La Quinta Inns, opened as a public hearing, and was approved

...owing matters

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ted-use shopping center  
until the March 28, 1995,

MEMORANDUM

*File -  
Pinnel  
lawsuit*

---

**TO:** John Baumgartner  
**FROM:** Sim Israeloff, Cowles & Thompson *SD*  
**RE:** ABP v. DART and Addison - Discovery Requests  
**DATE:** November 11, 1997

---

I am assisting Ken Dippel in the ABP v. DART and Addison lawsuit. We have been served with the attached written discovery requests from the plaintiffs. The requests include interrogatories, a request for admissions and a request for production of documents.

We must serve our response to these requests no later than December 10, 1997. I would appreciate it if you would prepare draft answers and send them to me as soon as possible, preferably no later than December 2. I will put the answers in proper form, add any necessary objections and responses to purely legal questions, and finalize the answers before the due date. If you have any questions I can be reached at (214) 762-2131. Many thanks.

CAUSE NO. 97-06265

ABP INVESTMENTS #III, LTD., A	§	IN THE DISTRICT COURT OF
TEXAS LIMITED PARTNERSHIP,	§	
JOSEPH H. JONES, BETH	§	
BRANDEBERRY, CAROLYN PERKINS	§	
SHIMER MERRITT, AND SAMUEL	§	
THOMAS PERKINS, CO-TRUSTEES OF	§	
THE MARY COFFIELD TRUST, THE	§	
ANNETTE COFFIELD TRUST,	§	
THE EVELYN C. JONES TRUST,	§	
THE BETH BRANDEBERRY TRUST,	§	
THE CORINNE SHIMER TRUST AND	§	DALLAS COUNTY, TEXAS
A. BEN PINNELL, JR.,	§	
	§	
PLAINTIFFS	§	
	§	
VS.	§	
	§	
DALLAS AREA RAPID TRANSIT AND	§	
THE TOWN OF ADDISON,	§	
	§	
DEFENDANTS.	§	193RD JUDICIAL DISTRICT

PLAINTIFFS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS  
TO DEFENDANT TOWN OF ADDISON

TO: Defendant, Town of Addison, by and through its attorney of record, Sim Israeloff, Cowles & Thompson, P.C., 901 Main Street, Suite 4000, Dallas, Texas 75202.

ABP Investments #III, Ltd., A. Ben Pinnell, Jr., Joseph H. Jones, Beth Brandeberry, Carolyn Perkins Shimer Merritt, Samuel Thomas Perkins, Co-Trustees of the Mary Coffield Trust, the Annette Coffield Trust, the Evelyn C. Jones Trust, the Beth Brandeberry Trust, and the Corinne Shimer Trust, property owners or Plaintiffs (hereinafter referred to as "Plaintiffs") in the above-entitled and numbered cause, by and through its undersigned counsel, hereby

requests, pursuant to Texas Rules of Civil Procedure 167, that the Defendant produce the documents and things listed below for inspection and copying on or before the expiration of thirty-one (31) days from the date of service hereof, at the offices of the Plaintiffs' counsel. As used in this Request, "document" shall mean every writing or record of any type and description and every tangible thing that is or has been in the possession, control or custody of the Defendant, or any of its agents or employees, to which the Defendant has access, or of which the Defendant has knowledge, including without limitation, correspondence, memoranda, stenographic or handwritten notes, studies, publications, books, pamphlets, pictures, films, tapes, voice recordings, maps, reports, surveys, minutes or statistical compilations, every copy of such writing or record where the original is not in the possession, custody or control of the Defendant or its agents or employees; and every copy of every such writing or record where such copy contains any commentary or notation whatsoever that does not appear on the original. A written response to this request is required pursuant to Texas Rules of Civil Procedure 167.

If you maintain that any document or record requested herein has been lost, misplaced or destroyed, set forth with respect to each document:

- (a) The contents of the document;
- (b) A description of the document, including its nature, date, by whom prepared or sent, and identify the recipient or person to whom the document was directed;
- (c) The location of any copies of the document;

(d) The date of and circumstances surrounding such loss or destruction;

and

(e) If the document was destroyed, the name of the person who ordered, or authorized that destruction and the reason for the destruction.

If you maintain that any of the documents requested herein cannot be produced by virtue of any claims, privilege or immunity, state with respect to each such document:

(a) The date of the document;

(b) The author or authors of the document;

(c) The identity of the attorney and the client involved;

(d) The identity of each person receiving copies of the document;

(e) The nature of the document involved (i.e., memorandum, letter, contract, etc.);

(f) The general content of the document; and

(g) The ground upon which each such document is considered to be privileged.

This Request for Documents is deemed to be continuing in nature pursuant to Texas Rules of Civil Procedure 166b(5). If you receive documents supplementing the documents requested herein, you are directed to immediately forward those documents to the counsel for the Plaintiff. Failure to supplement could invoke the sanctions of Texas Rules of Civil Procedure 215(5).



## **DEFINITIONS & INSTRUCTIONS**

1. "You" and "your," as used herein, means the party, whether a corporation, partnership or some other entity, or persons to whom these Interrogatories are addressed, its, his, her, or their employees, agents, attorneys, and all other person acting or purporting to act for or on behalf of such party or persons, whether authorized to do so or not.

2. "Person," as used herein, means natural persons, corporations, firms associations, partnerships, joint ventures, or any other form of legal business entity; and governmental agencies, departments, units, or any subdivisions thereof.

3. "Expert," as used herein, means any person who is particularly skilled, learned, or experienced in a particular art, science, trade, business, profession, or vocation, and whose knowledge of the subject of such art, science, etc. is not possessed by persons generally.

4. "Testifying expert," as used herein, means an expert who may be called as a witness to testify at the trial of this cause.

5. "Consulting expert," as used herein, means an expert who is not expected to be called as a witness at trial, but whose mental impressions or opinions have been reviewed by a testifying expert.

6. "Document," as used herein, means writings of every kind, source, and authorship, both originals and all non-identical copies thereof, in your possession, custody or control, or known by you to exist, irrespective of whether the writing is one intended for or transmitted internally by you, or intended for or transmitted to any other person or entity, including, without

limitation, any government agency, department, administrative entity, or personnel. The term includes handwritten, typewritten, printed, photocopied, photographic, and recorded matter. It includes communications in words, symbols, pictures, sound recordings, films, tapes, and information stored in, or accessible through, computer or other information storage or retrieval systems, together with the codes and/or programming instructions and other materials necessary to understand and use such systems. For purposes of illustration and not limitation, the term includes: correspondence, transcripts of testimony, letters, notes, reports, papers, files, books, records, contracts, agreements, telegrams, teletypes and other communications sent or received, diaries, calendars, logs, notes or memoranda of telephonic or face-to-face conversations, drafts, work papers, agendas, bulletins, notices, circulars, announcements, instructions, schedules, minutes, summaries, notes, and other records and recordings of any conferences, meetings, visits, statements, interviews, or telephone conversations, bills, statements, and other records of obligations, canceled checks, vouchers, receipts and other records of payments, ledgers, journals, balance sheets, profit and loss statements, and other sources of financial data, analyses, statements, interviews, affidavits, printed matter (including published books, articles, speeches, and newspaper clippings), press releases, charts, drawings, specifications, manuals, brochures, parts lists, memoranda of all kinds to and from any persons, agencies, or entities, technical and engineering reports, evaluations, advice, recommendations, commentaries, conclusions, studies, test plans, manuals, procedure, data, reports, results and conclusions, records of administrative, technical, and financial actions taken or recommended; and all other writings the contents of

which relate to, discuss, consider or otherwise refer to the subject matter of the particular discovery requested.

7. To "identify" a person, as used herein, means to state the following:

(a) The full name of the person;

(b) The person's present employer and job title, if known; if not known, the answer shall so state;

(c) The person's present business and residence addresses and telephone numbers, if known; if not known, then the person's last known business and residence addresses and telephone numbers; and

(d) The person's affiliation at any time with you by employment or otherwise, including the nature and dates of such affiliation.

8. To "identify" a document, as used herein, means to state the following:

(a) The title, heading, or caption, if any, of such document;

(b) The identifying number(s), letter(s), or combination thereof, on the document, if any; and the significance of meaning of such number(s), letter(s), or combination thereof, if necessary to understand the document or to evaluate any claim that the document is protected from discovery;

(c) The date appearing on the document, if no date appears thereon, the answer shall so state and shall give the date or approximate date on which the document was prepared;

(d) The number of pages and the general nature or description of the document (e.g., a letter, memorandum, minutes of a meeting, etc.);

(e) The identify of the person who signed the document or over whose name the document was issued; if the document was not signed, the answer shall so state, and shall identify the person(s) who prepared it;

(f) The identity of each person to whom the document was addressed, sent, distributed, or directed;

(g) The physical location of the document and the name of its custodian(s); and

(h) Whether the document will be voluntarily made available to Defendant for inspection and copying; if not, the reasons why not.

9. To "identify" an oral communication, as used herein, means to state:

(a) The time, date, and place at which the oral communication was made;

(b) The identity of each person who participated in the oral communication who was present during the oral communication;

(c) The identity of the person(s) who employed, or who was represented by, each person making the oral communication;

(d) The substance of the communication; and

(e) The identity of each document pertaining to the oral communication.

10. To "identify" a sale of real property, as used herein, means to state:

- (a) The identity of each Grantor and each Grantee in the sale;
- (b) The total area of the real property sold;
- (c) The consideration paid by the Grantee in the sale, including the terms of payment;
- (d) The closing date of the sale;
- (e) The legal description and the local address of the real property sold;
- (f) The volume and page number of the official real property records of every county in which the conveying document was recorded;
- (g) A description of every fixture and improvement located on the real property sold, including the age, condition, use, size (in square feet), and construction material of the fixture or improvement; and
- (h) The identity of each person who was contacted to verify and data concerning the sale.

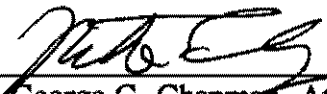
11. A request for the "identity" of a thing, as used herein, constitutes a request for the same information by which you are to "identify" the thing.

12. "Property" as used herein, means the entire parcel of real estate described in Defendants' Statement in Condemnation in the condemnation proceeding Cause No. 97-00352-D.

13. If you claim that any document(s) requested in these Requests for Production of Documents is privileged, state the precise nature and basis of the privilege claimed, including a reference by number and subdivision to any applicable provisions of the Texas Rules of Evidence under which such privilege is claimed.

Respectfully submitted,

THOMPSON & KNIGHT  
A Professional Corporation

By:   
George C. Chapman, Attorney  
State Bar No. 04123000


Michael E. Schonberg  
State Bar No. 00784927

3300 First City Center  
1700 Pacific Avenue  
Dallas, Texas 75201  
(214) 969-1139  
FAX (214) 969-1651

ATTORNEYS FOR PLAINTIFFS

**CERTIFICATE OF SERVICE**

On this the 7th day of November, 1997, a true and correct copy of the foregoing pleading has been forwarded to all counsel of record via certified mail, return receipt requested.

  
Michael E. Schonberg

DOCUMENTS TO BE PRODUCED

REQUEST FOR PRODUCTION NO. 1:

Any and all photographs, aerial photographs, computer animations, videotapes, motion pictures, file or other graphic depiction or document including, maps, plats or models of the real property which is the subject of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2:

Any and all maps, plats, plans, surveys, specifications, blueprints, profiles, analyses, reports, or studies pertaining to site planning, drainage, topography, grades or grading, traffic count, development, construction, zoning or land use in connection with the real property which is the subject of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3:

Any and all appraisal reports, market analysis, income analysis, cost analysis or comparable sales data made, offered, reviewed, compiled, used or consulted by any and all witnesses who may or shall be called to testify upon the trial of this cause, including any reports, analysis, or data which reflects or forms the basis of the impressions or opinions held by witnesses who may, or shall be called to, testify upon the trial of this cause.

RESPONSE:

**REQUEST FOR PRODUCTION NO. 4:**

All statements made by any tenant, employee, agent, or representative of Defendant concerning the condemnation of the Property that is the subject of this action.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 5:**

Each written report, statement, transcription, or electronically recorded statement of any fact or expert witness, read or reviewed by any expert witness you may call at the trial of this cause.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 6:**

The current resume or curriculum vitae of each expert witness you may call at trial, including the listing of all publications authored or co-authored by each such expert witness, and a listing of each such witness' educational achievements.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 7:**

Any and all exhibits to be used at the trial of this cause of action.

**RESPONSE:**



**REQUEST FOR PRODUCTION NO. 8:**

Any and all photographs, plats, maps, computer animations, videotapes, motion pictures, film, graphic depictions or documents of any and all alleged comparable sales used to support any expert witness' evaluation.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 9:**

All contracts, notes, records and memoranda related to any agreement between Defendant and its contractors regarding construction of the public project for which the Property has been condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 10:**

Every zoning ordinance or other land use regulation or rule which you allege, contend, or believe effects the value of the property at any relevant time.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 11:**

All correspondence exchanged between you and Plaintiffs or their tenants relating to the Property or the public project for which the Property was condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 12:**

All records of meetings, public or private, including transcripts or minutes, during which you or your employees discussed the Property or the public project for which the Property was condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 13:**

All correspondence or writings between you and any public utility company in which you or your employees discussed the Property or the public project for which the Property was condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 14:**

All written or recorded statements made by Plaintiffs or Plaintiffs' employees or tenants.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 15:**

All notices of public hearings that you held regarding the public project for which the Property was condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 16:**

All documents reflecting the projected completion dates for the public project for which the Property was condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 17:**

All bid requests you published or issued asking for bids on any portion of the public project for which the Property has been condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 18:**

All correspondence and communications between you and Southland Corporation or its representatives or any other tenants of the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 19:**

All environmental impact studies done in anticipation of the public project for which the Property was condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 20:**

All documents, negotiations and/or contracts relating to your purchase or condemnation of any property within 1 mile of the Property that is the subject of this claim since 1994.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 21:**

All internal documents or memoranda relating to the public project for which the Property was condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 22:**

All internal documents or memoranda relating to the negotiation of the purchase of the Property by you or Dallas Area Rapid Transit.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 23:**

All scale models of the completed project for which the Property was condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 24:**

All leases or agreements you have made with tenants on the Property since the condemnation of the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 25:**

All documents reflecting plans to condemn or purchase additional property for the public project for which you condemned the Property at issue in this suit.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 26:**

All documents reflecting or comprising appraisals or drafts of appraisals of all or part of the Property that is the subject of this suit, regardless of when such documents were prepared.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 27:**

All documents reflecting zoning variance requests by Plaintiffs or any of Plaintiffs' tenants.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 28:**

All documents reflecting your decision-making process with respect to all zoning variance requests by Plaintiffs or any of Plaintiffs' tenants.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 29:**

All documents reflecting your rulings on all zoning variance requests by Plaintiffs or any of Plaintiffs' tenants.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 30:**

All documents reflecting communications between you or your representatives and The Town of Addison or its representatives regarding the Property or the public projects for which the Property has been condemned, including documents relating to the contribution to be paid by each condemnor toward the purchase price of the Property, the retention of appraisers, and the determination of the value of the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 31:**

All documents or correspondence you received from the public concerning the public project for which the Property was condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 32:**

All notes, records or memoranda dealing with offers made to acquire the Property before filing the Statement in Condemnation and after filing the Statement in Condemnation.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 33:**

All requests for appraisal reports to your appraisers concerning the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 34:**

All notes, records or memoranda dealing with offers made to acquire the property owned by Moses and Cline located immediately to the east of the Property, including all appraisal reports concerning the property owned by Moses and Cline.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 35:**

All requests for appraisal reports to your appraisers concerning the property owned by Moses and Cline located immediately to the east of the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 36:**

All documents not previously produced that relate to the decision to condemn all or a portion of the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 37:**

All agreements and correspondence between The Town of Addison and DART related to the following:

- (1) The condemnation of the Property;
- (2) The responsibility for retaining appraisers;
- (3) The responsibility for negotiating with the Property owners and lessees;
- (4) The type of appraisal to be requested;
- (5) Instructions to the appraisers regarding the type of appraisal to be done, its due date, how the appraisal should be done, including what to include in or exclude from the appraisal; and
- (6) Bearing the costs and expenses associated with the condemnation of the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 38:**

All documents reflecting actual offers made to the Property owners or lessees and any responses from the owners or lessees concerning the acquisition of the Property by you.

**RESPONSE:**



**REQUEST FOR PRODUCTION NO. 39:**

All documents concerning your determination of the record owners and leaseholders of the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 40:**

All documents, including photos, reports, comparable sales, retention letters, correspondence, and other information provided to any appraiser or received from any appraiser but not provided to the Property owners before the Commissioners' hearing.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 41:**

All correspondence, notes, or memoranda regarding selection of the individual commissioners to hear the condemnation case, the appointment of the commissioners, and scheduling the commissioners' hearing in the condemnation case, Cause No. 97-00352-D.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 42:**

All correspondence, notes, documents, or memoranda regarding changing the decision to take only part of the Property and instead to take all of the Property through eminent domain proceedings.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 43:**

If DART or The Town of Addison gave consideration to the potential adverse effects on the Property of:

- (1) Providing private or public notice of intent to condemn the Property;
- (2) Prematurely announcing plans to condemn;
- (3) Delaying actual condemnation for an unreasonable time period after giving notice of intent to condemn;
- (4) The effect notice of condemnation would have on the Property, its owners, and its lessees before condemnation;
- (5) Deciding first to condemn only part of the Property and then later condemning all of the Property instead;
- (6) Southland closing the convenience store located on the Property as a result of the threatened condemnation;
- (7) Lessees not being able to obtain utility service because utility companies refused to service buildings that are "going to be torn down" by DART or The Town of Addison;
- (8) Southland relying on written and oral statements regarding the timing of either defendant's plans to condemn the subject property;
- (9) Making public threats to condemn the subject property for over 3 years prior to filing a condemnation suit;
- (10) The rental value of the leased premises deteriorating while the subject property was under threat of condemnation; and
- (11) By giving notice to condemn part of the subject property and without doing so, then giving notice of intent to condemn all of the subject property, plaintiffs would incur the cost of 2 separate appraisal reports.

produce all documents related to those considerations.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 44:**

All correspondence between you and any expert witnesses in this case or in the condemnation matter Cause No. 97-00352-D.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 45:**

All documents relating to the environmental study done in conjunction with the project for which the Property was condemned, including all documents relating to the date the study was requested and the cost of the study.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 46:**

All documents regarding when DART and The Town of Addison decided to condemn the Property together, and when they agreed to share the costs of condemning the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 47:**

All plans, drawings, and reports submitted to the Addison Planning and Zoning Commission relating to the public project for which the Property was condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 48:**

All resolutions of DART and/or Addison regarding:

- (1) A partial taking of the Property;

- (2) A total taking of the Property;
- (3) The taking of the Property constituting a public necessity;
- (4) Negotiating or settling with Plaintiffs;
- (5) Negotiating or settling with Moses and Cline;
- (6) Rejecting Plaintiffs settlement offers;
- (7) Making offers based on appraisal reports obtained.

RESPONSE:

REQUEST FOR PRODUCTION NO. 49:

All notes, memoranda, correspondence, reports, or other communications exchanged between you and any appraiser you have ever retained to render an opinion as to the fair market value of the Property.

RESPONSE:

REQUEST FOR PRODUCTION NO. 50:

All notes, records, correspondence, tapes, tape recordings, and memoranda relating to delays of the Arapaho Road project for DART, the toll road authorities, the Texas Turnpike Authority, or any turnpike, or toll road authority, which is an agency of the State of Texas.

RESPONSE:

REQUEST FOR PRODUCTION NO. 51:

All notes, correspondence, records, tapes, tape recordings, and memoranda relating to any involvement by the Town of Addison, its employees, agents, and representatives delaying the Arapaho Road project so that the authorities involved in building the tunnel for traffic going under the airport would not have competition when they opened.

RESPONSE:

REQUEST FOR PRODUCTION NO. 52:

Any tapes, tape recordings, or notes or memoranda made from a tape or recording of comments made by Carmen Moran at the Planning & Zoning hearing on October 23, 1997.

RESPONSE:

CAUSE NO. 97-06265

A.P. INVESTMENTS #III, LTD., A  
 TEXAS LIMITED PARTNERSHIP,  
 JOSEPH H. JONES, BETH  
 BRANDEBERRY, CAROLYN PERKINS  
 SHIMER MERRITT, AND SAMUEL  
 THOMAS PERKINS, CO-TRUSTEES OF  
 THE MARY COFFIELD TRUST, THE  
 ANNETTE COFFIELD TRUST,  
 THE EVELYN C. JONES TRUST,  
 THE BETH BRANDEBERRY TRUST,  
 THE CORINNE SHIMER TRUST AND  
 A. BEN PINNELL, JR.,

PLAINTIFFS

VS.

DALLAS AREA RAPID TRANSIT AND  
 THE TOWN OF ADDISON,

DEFENDANTS.

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IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

193RD JUDICIAL DISTRICT

**PLAINTIFFS' FIRST REQUEST FOR ADMISSIONS  
TO DEFENDANT THE TOWN OF ADDISON**

TO: Defendant, The Town of Addison, by and through its attorney of record, Sim Israeloff,  
 Cowles & Thompson, P.C., 901 Main St., Suite 4000, Dallas, Texas 75202.

A.P. Investments #III, Ltd., A. Ben Pinnell, Jr., Joseph H. Jones, Beth Brandeberry,  
 Carolyn Perkins Shimer Merritt, Samuel Thomas Perkins, Co-Trustees of the Mary Coffield  
 Trust, the Annette Coffield Trust, the Evelyn C. Jones Trust, the Beth Brandeberry Trust, and  
 the Corinne Shimer Trust, property owners or Plaintiffs (hereinafter referred to as "Plaintiffs")  
 in the above-entitled and numbered cause, by and through its undersigned counsel, hereby

request, pursuant to Texas Rule of Civil Procedure 169, that the Defendant respond to the following Request for Admissions in accordance with the Texas Rules of Civil Procedure.

**DEFINITIONS & INSTRUCTIONS**

1. "You" and "your," as used herein, means the party, whether a corporation, partnership or some other entity, or persons to whom these Interrogatories are addressed, its, his, her, or their employees, agents, attorneys, and all other person acting or purporting to act for or on behalf of such party or persons, whether authorized to do so or not.

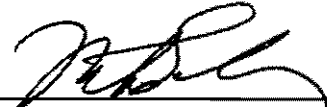
2. "Property" as used herein, means the entire parcel of real estate described in Defendants' Statement in Condemnation in the condemnation proceeding Cause No. 97-00352-D.

3. You are required to respond to these requests in writing within 30 days as required by Texas Rule of Civil Procedure 169.

Respectfully submitted,

THOMPSON & KNIGHT  
A Professional Corporation

By: \_\_\_\_\_

  
George C. Chapman, Attorney  
State Bar No. 04123000

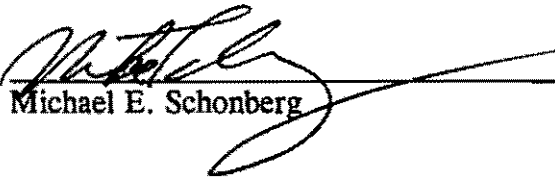
Michael E. Schonberg, Attorney  
State Bar No. 00784927

3300 First City Center  
1700 Pacific Avenue  
Dallas, Texas 75201  
(214) 969-1139  
FAX (214) 969-1651

ATTORNEYS FOR PLAINTIFFS

**CERTIFICATE OF SERVICE**

On this the 7th day of November, 1997, a true and correct copy of the foregoing pleading has been forwarded to all counsel of record via certified mail, return receipt requested.

  
Michael E. Schonberg



**REQUEST NO. 1:**

Admit that you never contacted each of the Property owners of record in an effort to negotiate a purchase price of the Property.

**RESPONSE:**

**REQUEST NO. 2:**

Admit that you did not furnish to the Property owners all appraisal reports you obtained in your evaluation of the value of the Property.

**RESPONSE:**

**REQUEST NO. 3:**

Admit that when you made your decision to acquire the Property, you did not give consideration to the adverse effects of giving notice of intent to condemn the Property on the value of the Property or the Property owners' rights to use and enjoy the Property.

**RESPONSE:**

**REQUEST NO. 4:**

Admit that when making your decision to acquire the Property, you did not give consideration to the adverse effects of prematurely announcing plans to condemn the Property on the value of the Property or the Property owners' rights to use and enjoy the Property.

**RESPONSE:**

**REQUEST NO. 5:**

Admit that when making your decision to acquire the Property, you did not give consideration to the adverse effects on the value of the Property or the Property owners' rights to use and enjoy the Property of delaying actual condemnation of the Property for an unreasonable time period after giving notice of intent to condemn.

**RESPONSE:**

**REQUEST NO. 6:**

Admit that when making your decision to acquire the Property, you did not give consideration to the adverse effects on the value of the Property or the Property owners' rights to use and enjoy the Property of deciding first to condemn only part of the Property and then later condemning all of the Property.

**RESPONSE:**

**REQUEST NO. 7:**

Admit that the same attorney, who is a DART employee, represented both DART and The Town of Addison in their efforts to acquire the Property through eminent domain.

**RESPONSE:**

**REQUEST NO. 8:**

Admit that you did not make written offers to each of the owners of record to compensate them for the purchase of Property before you filed your Statement in Condemnation.

**RESPONSE:**

**REQUEST NO. 9:**

Admit that you did not make offers to each of the owners of record to compensate them for the purchase of Property before you filed your Statement in Condemnation.

**RESPONSE:**

**REQUEST NO. 10:**

Admit that the Dallas County District Court has jurisdiction to hear this cause.

**RESPONSE:**

**REQUEST NO. 11:**

Admit that you did not disclose to the Property owners any and all existing appraisal reports produced or acquired by you relating to the Property and used in determining the final valuation offer at the time you offered to purchase the Property, as required by Tex. Prop. Code § 21.0111 (Vernon Supp. 1997).

**RESPONSE:**

**REQUEST NO. 12:**

Admit that you did not attempt to agree with Plaintiffs on the damages as a result of the condemnation before you filed your statement in condemnation as is required by Tex. Prop. Code § 21.012(b)(4) (Vernon Supp. 1997).

**RESPONSE:**

**REQUEST NO. 13:**

Admit that you did not tender the Commissioners' Award from the condemnation proceeding against the Property into the Registry of the Court until after the Court signed the Order granting you possession of the Property.

**RESPONSE:**

**REQUEST NO. 14:**

Admit that you did not try to contact each individual owner of the Property and each lessee of the Property to discuss purchasing the Property before filing your Statement in Condemnation.

**RESPONSE:**

**REQUEST NO. 15:**

Admit that you recognized that Southland Corporation's decision to close its store on the Property after you announced plans to condemn the Property would adversely effect the value of the Property.

**RESPONSE:**

**REQUEST NO. 16:**

Admit that, as a result of your announced plans to condemn the Property, the Property owners were deprived of the full rental value of the Property.

**RESPONSE:**

**REQUEST NO. 17:**

Admit that, as a result of your announced plans to condemn the Property, the Property owners' lessees refused to enter into long-term leases for the fair market rental value of the Property.

**RESPONSE:**

**REQUEST NO. 18:**

Admit that The Town of Addison was relying on DART to ensure that both it and DART complied with all of the procedural requirements for condemnation set forth in the Texas Property Code.

**RESPONSE:**

**REQUEST NO. 19:**

Admit that The Town of Addison was relying on DART to negotiate for both DART and The Town of Addison in good faith with the Property owners before the Statement in Condemnation was filed.

**RESPONSE:**

**REQUEST NO. 20:**

Admit that The Town of Addison was relying on DART to not adversely effect the Property owners' interests in the Property.

**RESPONSE:**

**REQUEST NO. 21:**

Admit that The Town of Addison was relying on DART to furnish timely notice to the Property owners of the Defendants plans to take the Property by eminent domain.

**RESPONSE:**

**REQUEST NO. 22:**

Admit that The Town of Addison was relying on DART to identify and notify the Property owners of record before serving the owners with notice of the Commissioners' Hearing in the condemnation matter.

**RESPONSE:**

**REQUEST NO. 23:**

Admit that you or one of your agents instructed Southwestern Bell to withhold telephone service from one of the Property owners' lessees.

**RESPONSE:**

**REQUEST NO. 24:**

Admit that before you filed the Statement in Condemnation, you or one of your agents informed TU Electric that the Property was going to be condemned.

**RESPONSE:**

**REQUEST NO. 25:**

Admit that before you filed the Statement in Condemnation, you or one of your agents informed Southwestern Bell that the Property was going to be condemned..

**RESPONSE:**

**REQUEST NO. 26:**

Admit that you negotiated the purchase of the property owned by Moses and Cline immediately to the east of the Property without the necessity of filing a statement in condemnation.

**RESPONSE:**

**REQUEST NO. 27:**

Admit that you or one of your agents refused a zoning variance permit request by one of the Property owners' lessees because the Property was going to be condemned.

**RESPONSE:**

**REQUEST NO. 28:**

Admit you retained Glenn Silva to do a "limited, restricted," appraisal report.

**RESPONSE:**

**REQUEST NO. 29:**

Admit you agreed with Glenn Silva that he could furnish his appraisal report to you on August 6, 1997.

**RESPONSE:**

REQUEST NO. 30:

Admit you retained Glenn Silva to do an appraisal report to be used for internal decision making.

RESPONSE:

REQUEST NO. 31:

Admit you instructed Glenn Silva not to bring his work file to the Commissioners Hearing.

RESPONSE:

REQUEST NO. 32:

Admit that but for the threats of condemnation made prior to 8-10-95, the 7-11 store on the Property would have been in operation on 8-12-97.

RESPONSE:

REQUEST NO. 33:

Admit that Glenn Silva did not include his engagement letter in his appraisal report because of instructions from your attorney.

RESPONSE:

REQUEST NO. 34:

At the Planning & Zoning hearing on October 23, 1997, Carmen Moran stated the Town of Addison agreed to delay the Arapaho Road project for the toll road authorities.

RESPONSE:

CAUSE NO. 97-06265

ABP INVESTMENTS #III, LTD., A	§	IN THE DISTRICT COURT OF
TEXAS LIMITED PARTNERSHIP,	§	
JOSEPH H. JONES, BETH	§	
BRANDEBERRY, CAROLYN PERKINS	§	
SHIMER MERRITT, AND SAMUEL	§	
THOMAS PERKINS, CO-TRUSTEES OF	§	
THE MARY COFFIELD TRUST, THE	§	
ANNETTE COFFIELD TRUST,	§	
THE EVELYN C. JONES TRUST,	§	
THE BETH BRANDEBERRY TRUST,	§	
THE CORINNE SHIMER TRUST AND	§	DALLAS COUNTY, TEXAS
A. BEN PINNELL, JR.,	§	
	§	
PLAINTIFFS	§	
	§	
VS.	§	
	§	
DALLAS AREA RAPID TRANSIT AND	§	
THE TOWN OF ADDISON,	§	
	§	
DEFENDANTS.	§	193RD JUDICIAL DISTRICT

PLAINTIFF ABP INVESTMENTS #III, LTD.'S FIRST AND SECOND SET OF INTERROGATORIES TO DEFENDANT THE TOWN OF ADDISON

TO: Defendant, The Town of Addison, by and through its attorney of record, Sim Israeloff, Cowles & Thompson, P.C., 901 Main St., Suite 4000, Dallas, Texas 75202.

Pursuant to Rule 168, you are required to answer each Interrogatory separately and fully, in writing, under oath. Your sworn answers may be offered in evidence at the trial of this cause. Each answer shall be preceded by the Interrogatory to which the answer pertains. The answers shall be signed and verified by the person making them and not by the attorney for the Defendant. You must serve your sworn answers on the attorney for the Plaintiffs on or before thirty-four (34) days after service hereof.




You have the duty to supplement your answers to these Interrogatories as required by the Texas Rules of Civil Procedure and subject to the penalties provided therein for failure to do so.

The Definitions and Instructions and the Interrogatories on the following pages are incorporated herein by reference.

Respectfully submitted,

THOMPSON & KNIGHT  
A Professional Corporation

By:   
GEORGE C. CHAPMAN, Attorney  
State Bar No. 04123000

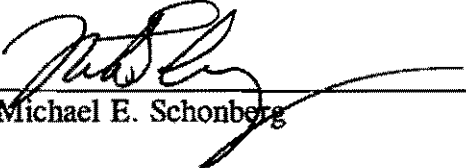
MICHAEL E. SCHONBERG, Attorney  
State Bar No. 00784927

1700 Pacific Avenue, Suite 3300  
Dallas, Texas 75201  
(214) 969-1139  
FAX (214) 969-1651

ATTORNEYS FOR PLAINTIFFS

**CERTIFICATE OF SERVICE**

On this the 7th day of November, 1997, a true and correct copy of the foregoing pleading has been forwarded to all counsel of record via certified mail, return receipt requested.

  
Michael E. Schonberg

## **DEFINITIONS & INSTRUCTIONS**

1. "You" and "your," as used herein, means the party, whether a corporation, partnership or some other entity, or persons to whom these Interrogatories are addressed, its, his, her, or their employees, agents, attorneys, and all other person acting or purporting to act for or on behalf of such party or persons, whether authorized to do so or not.

2. "Person," as used herein, means natural persons, corporations, firms associations, partnerships, joint ventures, or any other form of legal business entity; and governmental agencies, departments, units, or any subdivisions thereof.

3. "Expert," as used herein, means any person who is particularly skilled, learned, or experienced in a particular art, science, trade, business, profession, or vocation, and whose knowledge of the subject of such art, science, etc. is not possessed by persons generally.

4. "Testifying expert," as used herein, means an expert who may be called as a witness to testify at the trial of this cause.

5. "Consulting expert," as used herein, means an expert who is not expected to be called as a witness at trial, but whose mental impressions or opinions have been reviewed by a testifying expert.

6. "Document," as used herein, means writings of every kind, source, and authorship, both originals and all non-identical copies thereof, in your possession, custody or control, or known by you to exist, irrespective of whether the writing is one intended for or transmitted internally by you, or intended for or transmitted to any other person or entity, including, without limitation, any government agency, department, administrative entity, or

personnel. The term includes handwritten, typewritten, printed, photocopied, photographic, and recorded matter. It includes communications in words, symbols, pictures, sound recordings, films, tapes, and information stored in, or accessible through, computer or other information storage or retrieval systems, together with the codes and/or programming instructions and other materials necessary to understand and use such systems. For purposes of illustration and not limitation, the term includes: correspondence, transcripts of testimony, letters, notes, reports, papers, files, books, records, contracts, agreements, telegrams, teletypes and other communications sent or received, diaries, calendars, logs, notes or memoranda of telephonic or face-to-face conversations, drafts, work papers, agendas, bulletins, notices, circulars, announcements, instructions, schedules, minutes, summaries, notes, and other records and recordings of any conferences, meetings, visits, statements, interviews, or telephone conversations, bills, statements, and other records of obligations, canceled checks, vouchers, receipts and other records of payments, ledgers, journals, balance sheets, profit and loss statements, and other sources of financial data, analyses, statements, interviews, affidavits, printed matter (including published books, articles, speeches, and newspaper clippings), press releases, charts, drawings, specifications, manuals, brochures, parts lists, memoranda of all kinds to and from any persons, agencies, or entities, technical and engineering reports, evaluations, advice, recommendations, commentaries, conclusions, studies, test plans, manuals, procedure, data, reports, results and conclusions, records of administrative, technical, and financial actions taken or recommended; and all other writings the contents of which relate to, discuss, consider or otherwise refer to the subject matter of the particular discovery requested.

7. To "identify" a person, as used herein, means to state the following:
- (a) The full name of the person;
  - (b) The person's present employer and job title, if known; if not known, the answer shall so state;
  - (c) The person's present business and residence addresses and telephone numbers, if known; if not known, then the person's last known business and residence addresses and telephone numbers; and
  - (d) The person's affiliation at any time with you by employment or otherwise, including the nature and dates of such affiliation.
8. To "identify" a document, as used herein, means to state the following:
- (a) The title, heading, or caption, if any, of such document;
  - (b) The identifying number(s), letter(s), or combination thereof, on the document, if any; and the significance of meaning of such number(s), letter(s), or combination thereof, if necessary to understand the document or to evaluate any claim that the document is protected from discovery;
  - (c) The date appearing on the document, if no date appears thereon, the answer shall so state and shall give the date or approximate date on which the document was prepared;
  - (d) The number of pages and the general nature or description of the document (e.g., a letter, memorandum, minutes of a meeting, etc.);

(e) The identify of the person who signed the document or over whose name the document was issued; if the document was not signed, the answer shall so state, and shall identify the person(s) who prepared it;

(f) The identity of each person to whom the document was addressed, sent, distributed, or directed;

(g) The physical location of the document and the name of its custodian(s); and

(h) Whether the document will be voluntarily made available to Plaintiff for inspection and copying; if not, the reasons why not.

9. To "identify" an oral communication, as used herein, means to state:

(a) The time, date, and place at which the oral communication was made;

(b) The identity of each person who participated in the oral communication who was present during the oral communication;

(c) The identity of the person(s) who employed, or who was represented by, each person making the oral communication;

(d) The substance of the communication; and

(e) The identity of each document pertaining to the oral communication.

10. To "identify" a sale of real property, as used herein, means to state:
- (a) The identity of each Grantor and each Grantee in the sale;
  - (b) The total area of the real property sold;
  - (c) The consideration paid by the Grantee in the sale, including the terms of payment;
  - (d) The closing date of the sale;
  - (e) The legal description and the local address of the real property sold;
  - (f) The volume and page number of the official real property records of every county in which the conveying document was recorded;
  - (g) A description of every fixture and improvement located on the real property sold, including the age, condition, use, size (in square feet), and construction material of the fixture or improvement; and
  - (h) The identity of each person who was contacted to verify and data concerning the sale.

11. A request for the "identity" of a thing, as used herein, constitutes a request for the same information by which you are to "identify" the thing.

12. "Property" as used herein, means the entire parcel of real estate described in Defendants' Statement in Condemnation in the condemnation proceeding Cause No. 97-00352-D.

13. Unless the context requires otherwise herein, the masculine gender includes the feminine gender, and the singular number includes the plural number.

14. If you claim that any information requested in these Interrogatories is privileged, state the precise nature and basis of the privilege claimed, including a reference by number and subdivision to any applicable provisions of the Texas Rules of Evidence under which such privilege is claimed.

### INTERROGATORIES

#### INTERROGATORY NO. 1:

State the name, address, telephone number and occupation of each and every expert witness who you may call to testify at the trial of this cause of action or whose mental impressions and opinions were reviewed by an expert who you may call to testify.

ANSWER:

#### INTERROGATORY NO. 2:

State the name, address and telephone number of any persons having knowledge of relevant facts known to you or your attorney, and your understanding as to the relevant facts or knowledge of which each person is aware.

ANSWER:



**INTERROGATORY NO. 3:**

As to each expert witness previously identified by you, if applicable, state the subject matter on which the expert is expected to testify, the mental impressions and opinions held by the expert, and the facts known to the expert which relate to or form the basis of the mental impressions and opinions held by the expert.

**ANSWER:**

**INTERROGATORY NO. 4:**

State why you initially planned to take only part of the Property in connection with the public project and state when and why you ultimately decided to join DART to condemn the entire Property, and describe what part of the public project changed, if any, that required a total taking instead of a partial taking.

**ANSWER:**

**INTERROGATORY NO. 5:**

Describe all conversations any of your representatives had with Ben Pinnell regarding the condemnation and valuation of the Property and any negotiations for the sale of the Property to you.

**ANSWER:**

**INTERROGATORY NO. 6:**

State why you refused to honor the oral agreement Mack Turner reached with Plaintiffs regarding the transfer of the Property that was to be consummated by April, 1996 and who decided that the agreement between your agent, Mack Turner, and Ben Pinnell would not be consummated. If you contend there was no oral agreement, state all facts that support that contention.

**ANSWER:**

**INTERROGATORY NO. 7:**

Please identify by name, address, telephone number and professional license number (if applicable), each and every engineer engaged or retained by Petitioner to perform any planning, design or construction services in connection with the public project involved within ½ mile of the subject property.

**ANSWER:**

**INTERROGATORY NO. 8:**

Please describe in detail each and every design change or modification regarding routing, grade, width, length and right-of-way requirements within ½ mile of the subject property, and explain, with specificity, how each design change or modification deviated or differed from the initial design of the public project which is the subject of this eminent domain proceeding.

**ANSWER:**

**INTERROGATORY NO. 9:**

Please state the anticipated or projected dates of completion of the entire public project which is the subject of this proceeding, and state the number of occasions such anticipated or projected completion dates have been revised by referencing each such anticipated or projected completion dates in chronological order.

**ANSWER:**

**INTERROGATORY NO. 10:**

State the dates of every public hearing held by you or a commission, committee, or council of yours relating to the public project for which the Property was condemned.

**ANSWER:**

**INTERROGATORY NO. 11:**

Describe the date, place, and time, any of your representatives discussed or negotiated with every other property owner within 1 mile of the Property, the acquisition or purchase price of any other property taken for the public project at issue in this lawsuit.

**ANSWER:**

**INTERROGATORY NO. 12:**

Describe all conversations Mack Turner had with representatives of DART or The Town of Addison concerning Ben Pinnell, Ben Pinnell's tenants, and the condemnation and purchase of the Property.

**ANSWER:**

**INTERROGATORY NO. 13:**

On what specific date or dates was the property involved in this lawsuit inspected or examined by each person or expert making the determinations of the feasibility of the proposed public project or other evaluations for condemnation purposes and identify who examined the property on each specific date?

**ANSWER:**

**INTERROGATORY NO. 14:**

Identify every written appraisal you received concerning the Property by stating the appraiser, the date it was prepared, the date you requested it, who you requested it from, the date it was furnished to you, and whether an offer to purchase the Property was ever made based upon the appraisal and if so, how much was the offer, when was the offer made, by whom, and state what you contend Plaintiffs' response was.

**ANSWER:**

**INTERROGATORY NO. 15:**

If no offers were made based on the appraisals listed above in response to the previous interrogatory, state why not.

**ANSWER:**

**INTERROGATORY NO. 16:**

Describe in detail all contacts, written or oral, with Moses and Cline, the property owners immediately to the east of the Property, regarding the public works project, the condemnation, and/or offers to purchase their property, including the dates of each communication, the representative who made the communication, and the conversations which occurred.

**ANSWER:**

**INTERROGATORY NO. 17:**

Describe all contacts, written or oral, you or your agents have had with the Plaintiffs' tenants stating the date and purpose of the contact, the person who made the contact, the persons contacted, and the conversations which occurred.

**ANSWER:**

**INTERROGATORY NO. 18:**

If any of your agents, employees, representatives, expert witnesses, consultants or attorneys had any contact or conversation with any of the Plaintiffs' agents, representatives, employees or attorneys regarding the condemnation of the Property, please state:

- (a) the date of the contact;
- (b) the parties involved;
- (c) what statements were made by whom; and
- (d) the purpose for the contact.

**ANSWER:**

**INTERROGATORY NO. 19:**

State all reasons that you rely upon to explain the delay between the time you decided to condemn any part of the Property and (1) the filing of the Statement in Condemnation, and (2) the scheduling of the Commissioners' Hearing.

**ANSWER:**

**INTERROGATORY NO. 20:**

State the names and positions of each of your employees, contractors, or representatives who ever discussed the Property, the public project at issue, or plans to "tear down" improvements on the Property, with employees or representatives of TU Electric, Southwestern Bell Telephone, Lone Star Gas, or any other utility provider.

**ANSWER:**

**INTERROGATORY NO. 21:**

State the substance of any conversations the persons described in the previous interrogatory had with the representatives of the utility companies and state the names of the utility company employees or representatives with whom your representatives spoke.

**ANSWER:**

**INTERROGATORY NO. 22:**

Identify all offers made to acquire the Property by either DART or The Town of Addison, stating the dates of the offers, the amounts of the offers, who relayed the offers and what response was received, and identify which appraisal report each offer was based upon.

**ANSWER:**

**INTERROGATORY NO. 23:**

Describe all communications between DART and/or its representatives and Addison and/or its representatives regarding:

- (1) Notice to the Property owners of plans to condemn the Property;
- (2) Efforts to negotiate with the Property owners to acquire the Property;
- (3) Offers made to acquire the Property and the reasons or bases for the offers made;
- (4) Any counter-offers made by the Property owners;
- (5) The dates any offers or counter-offers regarding the Property were rejected by Dart and/or The Town of Addison, and the reasons for the rejection and who decided to reject such offers.

**ANSWER:**

**INTERROGATORY NO. 24:**

State all reasons why acquiring the Property constituted a "public necessity" as is required by the Texas Constitution, both as to the initially proposed partial taking and the actual total taking, include in your answer when it became a public necessity and describe any contacts between DART and Addison regarding the public necessity of the project, and describe public discussions or hearings, giving the date and forum, where the issue of the public necessity of this project was entertained.

**ANSWER:**

**INTERROGATORY NO. 25:**

If there were any environmental regulations or concerns that contributed to any delays in condemning the Property please state when those concerns developed, who identified them, and how they manifested themselves, and when and how the concerns were ultimately resolved.

**ANSWER:**



**INTERROGATORY NO. 26:**

Identify all communications between DART and The Town of Addison concerning the apportionment of the costs of condemning the Property and zoning issues related to the Property.

**ANSWER:**

**INTERROGATORY NO. 27:**

Who gave Rick Livingston, an employee of Lone Star Gas, orders or instructions to enter Plaintiffs' Property on the afternoon of July 8, 1997, to excavate the Property, and for what purpose was the digging taking place?

**ANSWER:**

**INTERROGATORY NO. 28:**

State every date on which DART or The Town of Addison passed any resolutions approving or authorizing the condemnation of the Property, and state the resolutions verbatim, or in lieu thereof attach copies.

**ANSWER:**

**INTERROGATORY NO. 29:**

State the names and addresses of every appraiser retained to assist in determining the fair market value of the Property, furnishing the dates they were retained and the dates of any written agreement regarding the appraisers being retained.

**ANSWER:**

**INTERROGATORY NO. 30:**

State the names, titles, and addresses of all persons who negotiated with the Property owners or lessees of the Property and state:

- (1) The persons contacted and the dates of the contacts;
- (2) What offers were actually made;
- (3) Which appraisal reports any individual offers were based upon; and
- (4) How any such offers were responded to.

**ANSWER:**

**INTERROGATORY NO. 31:**

State in detail all reasons for:

- (1) Filing the Original Petition in Condemnation and not serving a copy on the Property owners;
- (2) Having Commissioners appointed to hear the condemnation matter without giving the Property owners an opportunity to recommend potential commissioners as is required by the Texas Property Code; and
- (3) Requesting the appraiser, Glenn Silva, who testified for you at the Commissioners' Hearing in the condemnation case, to prepare only a short form or "limited, restricted" appraisal, to not include rent comparables in his report, and to not include the retention letter agreement you sent to him in the report;

- (4) Not retaining Glenn Silva to appraise the subject property until late June or early July of 1997;
- (5) Not furnishing to plaintiffs or their attorneys Glenn Silva's appraisal report 10 days prior to the Commissioner's Hearing as specified in the Texas Property Code;
- (6) David Schultz having a verbal agreement that Glenn Silva could furnish an appraisal report of the subject property on August 6, 1997;
- (7) Your requesting from Glenn Silva an appraisal report of the type to be used by you for internal decision making;
- (8) Glenn Silva's not bringing to the Commissioner's Hearing the additional information in his work file, such as rent comparables, which was referred to in his appraisal report; and
- (9) David Schultz furnishing to the Commissioners only selected portions of the appraisal report of Glenn Silva.

**ANSWER:**

**INTERROGATORY NO. 32:**

If DART or The Town of Addison gave consideration to the potential adverse effects on the Property, its owners or tenants, of any of the following, state the name and address and title of the person who gave such consideration, what consideration was given, what action was taken after such consideration, and the reasons for taking such action:

- (1) Providing private or public notice of intent to condemn the Property;

- (2) Prematurely announcing plans to condemn;
- (3) Delaying actual condemnation for an unreasonable time period after giving notice of intent to condemn;
- (4) The effect notice of condemnation would have on the Property, its owners, and its lessees before condemnation;
- (5) Deciding first to condemn only part of the Property and then later condemning all of the Property instead; and
- (6) Southland relying on written and oral statements regarding the timing of either defendant's plans to condemn the subject property;
- (7) Making public threats to condemn the subject property for over 3 years prior to filing a condemnation suit;
- (8) The rental value of the leased premises deteriorating while the subject property was under threat of condemnation; and
- (9) By giving notice to condemn part of the subject property and without doing so, then giving notice of intent to condemn all of the subject property, plaintiffs would incur the cost of 2 separate appraisal reports.

**ANSWER:**

**INTERROGATORY NO. 33:**

Describe all actions taken by you or your agents or representatives before depositing the Commissioners' Award into the registry of the Court in the separate condemnation action that were inconsistent with the owners and lessees' Property rights.

ANSWER:

INTERROGATORY NO. 34:

How much did DART and/or The Town of Addison spend on the environmental study done in conjunction with the project for which the Property was condemned?

ANSWER:

INTERROGATORY NO. 35:

When did DART and The Town of Addison agree that a total taking of the Property would be necessary and when did they agree on how the responsibilities and costs for condemning the Property would be divided among them?

ANSWER:

INTERROGATORY NO. 36:

Please describe in detail all involvement of the Town of Addison in delaying the Arapaho Road project in order to accommodate toll road authorities, or in order to reduce competition, by stating:

- (a) The name, address and title of the persons involved;
- (b) The conversations that occurred, stating who said what to whom;
- (c) The dates of such conversations;
- (d) The goal in permitting such delays; and

(e) If there are notes, records, or memoranda referring to such involvement, please copy the contents verbatim, or in lieu thereof, attach copies.

ANSWER:

CAUSE NO. 97-06265

ABP INVESTMENTS #III, LTD., A  
TEXAS LIMITED PARTNERSHIP,  
JOSEPH H. JONES, BETH  
BRANDEBERRY, CAROLYN PERKINS  
SHIMER MERRITT, AND SAMUEL  
THOMAS PERKINS, CO-TRUSTEES OF  
THE MARY COFFIELD TRUST, THE  
ANNETTE COFFIELD TRUST,  
THE EVELYN C. JONES TRUST,  
THE BETH BRANDEBERRY TRUST,  
THE CORINNE SHIMER TRUST AND  
A. BEN PINNELL, JR.,

PLAINTIFFS

VS.

DALLAS AREA RAPID TRANSIT AND  
THE TOWN OF ADDISON,

DEFENDANTS.

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

193RD JUDICIAL DISTRICT

PLAINTIFFS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS  
TO DEFENDANT TOWN OF ADDISON

TO: Defendant, Town of Addison, by and through its attorney of record, Sim Israeloff, Cowles & Thompson, P.C., 901 Main Street, Suite 4000, Dallas, Texas 75202.

ABP Investments #III, Ltd., A. Ben Pinnell, Jr., Joseph H. Jones, Beth Brandeberry, Carolyn Perkins Shimer Merritt, Samuel Thomas Perkins, Co-Trustees of the Mary Coffield Trust, the Annette Coffield Trust, the Evelyn C. Jones Trust, the Beth Brandeberry Trust, and the Corinne Shimer Trust, property owners or Plaintiffs (hereinafter referred to as "Plaintiffs") in the above-entitled and numbered cause, by and through its undersigned counsel, hereby

requests, pursuant to Texas Rules of Civil Procedure 167, that the Defendant produce the documents and things listed below for inspection and copying on or before the expiration of thirty-one (31) days from the date of service hereof, at the offices of the Plaintiffs' counsel. As used in this Request, "document" shall mean every writing or record of any type and description and every tangible thing that is or has been in the possession, control or custody of the Defendant, or any of its agents or employees, to which the Defendant has access, or of which the Defendant has knowledge, including without limitation, correspondence, memoranda, stenographic or handwritten notes, studies, publications, books, pamphlets, pictures, films, tapes, voice recordings, maps, reports, surveys, minutes or statistical compilations, every copy of such writing or record where the original is not in the possession, custody or control of the Defendant or its agents or employees; and every copy of every such writing or record where such copy contains any commentary or notation whatsoever that does not appear on the original. A written response to this request is required pursuant to Texas Rules of Civil Procedure 167.

If you maintain that any document or record requested herein has been lost, misplaced or destroyed, set forth with respect to each document:

- (a) The contents of the document;
- (b) A description of the document, including its nature, date, by whom prepared or sent, and identify the recipient or person to whom the document was directed;
- (c) The location of any copies of the document;



(d) The date of and circumstances surrounding such loss or destruction;  
and

(e) If the document was destroyed, the name of the person who ordered,  
or authorized that destruction and the reason for the destruction.

If you maintain that any of the documents requested herein cannot be produced by virtue  
of any claims, privilege or immunity, state with respect to each such document:

- (a) The date of the document;
- (b) The author or authors of the document;
- (c) The identity of the attorney and the client involved;
- (d) The identity of each person receiving copies of the document;
- (e) The nature of the document involved (i.e., memorandum, letter,  
contract, etc.);
- (f) The general content of the document; and
- (g) The ground upon which each such document is considered to be  
privileged.

This Request for Documents is deemed to be continuing in nature pursuant to Texas Rules  
of Civil Procedure 166b(5). If you receive documents supplementing the documents requested  
herein, you are directed to immediately forward those documents to the counsel for the Plaintiff.  
Failure to supplement could invoke the sanctions of Texas Rules of Civil Procedure 215(5).

## **DEFINITIONS & INSTRUCTIONS**

1. "You" and "your," as used herein, means the party, whether a corporation, partnership or some other entity, or persons to whom these Interrogatories are addressed, its, his, her, or their employees, agents, attorneys, and all other person acting or purporting to act for or on behalf of such party or persons, whether authorized to do so or not.

2. "Person," as used herein, means natural persons, corporations, firms associations, partnerships, joint ventures, or any other form of legal business entity; and governmental agencies, departments, units, or any subdivisions thereof.

3. "Expert," as used herein, means any person who is particularly skilled, learned, or experienced in a particular art, science, trade, business, profession, or vocation, and whose knowledge of the subject of such art, science, etc. is not possessed by persons generally.

4. "Testifying expert," as used herein, means an expert who may be called as a witness to testify at the trial of this cause.

5. "Consulting expert," as used herein, means an expert who is not expected to be called as a witness at trial, but whose mental impressions or opinions have been reviewed by a testifying expert.

6. "Document," as used herein, means writings of every kind, source, and authorship, both originals and all non-identical copies thereof, in your possession, custody or control, or known by you to exist, irrespective of whether the writing is one intended for or transmitted internally by you, or intended for or transmitted to any other person or entity, including, without

limitation, any government agency, department, administrative entity, or personnel. The term includes handwritten, typewritten, printed, photocopied, photographic, and recorded matter. It includes communications in words, symbols, pictures, sound recordings, films, tapes, and information stored in, or accessible through, computer or other information storage or retrieval systems, together with the codes and/or programming instructions and other materials necessary to understand and use such systems. For purposes of illustration and not limitation, the term includes: correspondence, transcripts of testimony, letters, notes, reports, papers, files, books, records, contracts, agreements, telegrams, teletypes and other communications sent or received, diaries, calendars, logs, notes or memoranda of telephonic or face-to-face conversations, drafts, work papers, agendas, bulletins, notices, circulars, announcements, instructions, schedules, minutes, summaries, notes, and other records and recordings of any conferences, meetings, visits, statements, interviews, or telephone conversations, bills, statements, and other records of obligations, canceled checks, vouchers, receipts and other records of payments, ledgers, journals, balance sheets, profit and loss statements, and other sources of financial data, analyses, statements, interviews, affidavits, printed matter (including published books, articles, speeches, and newspaper clippings), press releases, charts, drawings, specifications, manuals, brochures, parts lists, memoranda of all kinds to and from any persons, agencies, or entities, technical and engineering reports, evaluations, advice, recommendations, commentaries, conclusions, studies, test plans, manuals, procedure, data, reports, results and conclusions, records of administrative, technical, and financial actions taken or recommended; and all other writings the contents of

which relate to, discuss, consider or otherwise refer to the subject matter of the particular discovery requested.

7. To "identify" a person, as used herein, means to state the following:

(a) The full name of the person;

(b) The person's present employer and job title, if known; if not known, the answer shall so state;

(c) The person's present business and residence addresses and telephone numbers, if known; if not known, then the person's last known business and residence addresses and telephone numbers; and

(d) The person's affiliation at any time with you by employment or otherwise, including the nature and dates of such affiliation.

8. To "identify" a document, as used herein, means to state the following:

(a) The title, heading, or caption, if any, of such document;

(b) The identifying number(s), letter(s), or combination thereof, on the document, if any; and the significance of meaning of such number(s), letter(s), or combination thereof, if necessary to understand the document or to evaluate any claim that the document is protected from discovery;

(c) The date appearing on the document, if no date appears thereon, the answer shall so state and shall give the date or approximate date on which the document was prepared;

(d) The number of pages and the general nature or description of the document (e.g., a letter, memorandum, minutes of a meeting, etc.);

(e) The identify of the person who signed the document or over whose name the document was issued; if the document was not signed, the answer shall so state, and shall identify the person(s) who prepared it;

(f) The identity of each person to whom the document was addressed, sent, distributed, or directed;

(g) The physical location of the document and the name of its custodian(s); and

(h) Whether the document will be voluntarily made available to Defendant for inspection and copying; if not, the reasons why not.

9. To "identify" an oral communication, as used herein, means to state:

(a) The time, date, and place at which the oral communication was made;

(b) The identity of each person who participated in the oral communication who was present during the oral communication;

(c) The identity of the person(s) who employed, or who was represented by, each person making the oral communication;

(d) The substance of the communication; and

(e) The identity of each document pertaining to the oral communication.

10. To "identify" a sale of real property, as used herein, means to state:

- (a) The identity of each Grantor and each Grantee in the sale;
- (b) The total area of the real property sold;
- (c) The consideration paid by the Grantee in the sale, including the terms of payment;
- (d) The closing date of the sale;
- (e) The legal description and the local address of the real property sold;
- (f) The volume and page number of the official real property records of every county in which the conveying document was recorded;
- (g) A description of every fixture and improvement located on the real property sold, including the age, condition, use, size (in square feet), and construction material of the fixture or improvement; and
- (h) The identity of each person who was contacted to verify and data concerning the sale.

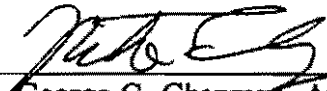
11. A request for the "identity" of a thing, as used herein, constitutes a request for the same information by which you are to "identify" the thing.

12. "Property" as used herein, means the entire parcel of real estate described in Defendants' Statement in Condemnation in the condemnation proceeding Cause No. 97-00352-D.

13. If you claim that any document(s) requested in these Requests for Production of Documents is privileged, state the precise nature and basis of the privilege claimed, including a reference by number and subdivision to any applicable provisions of the Texas Rules of Evidence under which such privilege is claimed.

Respectfully submitted,

THOMPSON & KNIGHT  
A Professional Corporation

By:   
George C. Chapman, Attorney  
State Bar No. 04123000


Michael E. Schonberg  
State Bar No. 00784927

3300 First City Center  
1700 Pacific Avenue  
Dallas, Texas 75201  
(214) 969-1139  
FAX (214) 969-1651

ATTORNEYS FOR PLAINTIFFS

**CERTIFICATE OF SERVICE**

On this the 7th day of November, 1997, a true and correct copy of the foregoing pleading has been forwarded to all counsel of record via certified mail, return receipt requested.

  
Michael E. Schonberg

## DOCUMENTS TO BE PRODUCED

### REQUEST FOR PRODUCTION NO. 1:

Any and all photographs, aerial photographs, computer animations, videotapes, motion pictures, file or other graphic depiction or document including, maps, plats or models of the real property which is the subject of this lawsuit.

### RESPONSE:

### REQUEST FOR PRODUCTION NO. 2:

Any and all maps, plats, plans, surveys, specifications, blueprints, profiles, analyses, reports, or studies pertaining to site planning, drainage, topography, grades or grading, traffic count, development, construction, zoning or land use in connection with the real property which is the subject of this lawsuit.

### RESPONSE:

### REQUEST FOR PRODUCTION NO. 3:

Any and all appraisal reports, market analysis, income analysis, cost analysis or comparable sales data made, offered, reviewed, compiled, used or consulted by any and all witnesses who may or shall be called to testify upon the trial of this cause, including any reports, analysis, or data which reflects or forms the basis of the impressions or opinions held by witnesses who may, or shall be called to, testify upon the trial of this cause.

### RESPONSE:



**REQUEST FOR PRODUCTION NO. 4:**

All statements made by any tenant, employee, agent, or representative of Defendant concerning the condemnation of the Property that is the subject of this action.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 5:**

Each written report, statement, transcription, or electronically recorded statement of any fact or expert witness, read or reviewed by any expert witness you may call at the trial of this cause.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 6:**

The current resume or curriculum vitae of each expert witness you may call at trial, including the listing of all publications authored or co-authored by each such expert witness, and a listing of each such witness' educational achievements.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 7:**

Any and all exhibits to be used at the trial of this cause of action.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 8:**

Any and all photographs, plats, maps, computer animations, videotapes, motion pictures, film, graphic depictions or documents of any and all alleged comparable sales used to support any expert witness' evaluation.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 9:**

All contracts, notes, records and memoranda related to any agreement between Defendant and its contractors regarding construction of the public project for which the Property has been condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 10:**

Every zoning ordinance or other land use regulation or rule which you allege, contend, or believe effects the value of the property at any relevant time.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 11:**

All correspondence exchanged between you and Plaintiffs or their tenants relating to the Property or the public project for which the Property was condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 12:**

All records of meetings, public or private, including transcripts or minutes, during which you or your employees discussed the Property or the public project for which the Property was condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 13:**

All correspondence or writings between you and any public utility company in which you or your employees discussed the Property or the public project for which the Property was condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 14:**

All written or recorded statements made by Plaintiffs or Plaintiffs' employees or tenants.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 15:**

All notices of public hearings that you held regarding the public project for which the Property was condemned.

**RESPONSE:**

REQUEST FOR PRODUCTION NO. 16:

All documents reflecting the projected completion dates for the public project for which the Property was condemned.

RESPONSE:

REQUEST FOR PRODUCTION NO. 17:

All bid requests you published or issued asking for bids on any portion of the public project for which the Property has been condemned.

RESPONSE:

REQUEST FOR PRODUCTION NO. 18:

All correspondence and communications between you and Southland Corporation or its representatives or any other tenants of the Property.

RESPONSE:

REQUEST FOR PRODUCTION NO. 19:

All environmental impact studies done in anticipation of the public project for which the Property was condemned.

RESPONSE:

REQUEST FOR PRODUCTION NO. 20:

All documents, negotiations and/or contracts relating to your purchase or condemnation of any property within 1 mile of the Property that is the subject of this claim since 1994.

RESPONSE:

REQUEST FOR PRODUCTION NO. 21:

All internal documents or memoranda relating to the public project for which the Property was condemned.

RESPONSE:

REQUEST FOR PRODUCTION NO. 22:

All internal documents or memoranda relating to the negotiation of the purchase of the Property by you or Dallas Area Rapid Transit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 23:

All scale models of the completed project for which the Property was condemned.

RESPONSE:

**REQUEST FOR PRODUCTION NO. 24:**

All leases or agreements you have made with tenants on the Property since the condemnation of the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 25:**

All documents reflecting plans to condemn or purchase additional property for the public project for which you condemned the Property at issue in this suit.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 26:**

All documents reflecting or comprising appraisals or drafts of appraisals of all or part of the Property that is the subject of this suit, regardless of when such documents were prepared.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 27:**

All documents reflecting zoning variance requests by Plaintiffs or any of Plaintiffs' tenants.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 28:**

All documents reflecting your decision-making process with respect to all zoning variance requests by Plaintiffs or any of Plaintiffs' tenants.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 29:**

All documents reflecting your rulings on all zoning variance requests by Plaintiffs or any of Plaintiffs' tenants.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 30:**

All documents reflecting communications between you or your representatives and The Town of Addison or its representatives regarding the Property or the public projects for which the Property has been condemned, including documents relating to the contribution to be paid by each condemnor toward the purchase price of the Property, the retention of appraisers, and the determination of the value of the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 31:**

All documents or correspondence you received from the public concerning the public project for which the Property was condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 32:**

All notes, records or memoranda dealing with offers made to acquire the Property before filing the Statement in Condemnation and after filing the Statement in Condemnation.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 33:**

All requests for appraisal reports to your appraisers concerning the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 34:**

All notes, records or memoranda dealing with offers made to acquire the property owned by Moses and Cline located immediately to the east of the Property, including all appraisal reports concerning the property owned by Moses and Cline.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 35:**

All requests for appraisal reports to your appraisers concerning the property owned by Moses and Cline located immediately to the east of the Property.

**RESPONSE:**



**REQUEST FOR PRODUCTION NO. 36:**

All documents not previously produced that relate to the decision to condemn all or a portion of the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 37:**

All agreements and correspondence between The Town of Addison and DART related to the following:

- (1) The condemnation of the Property;
- (2) The responsibility for retaining appraisers;
- (3) The responsibility for negotiating with the Property owners and lessees;
- (4) The type of appraisal to be requested;
- (5) Instructions to the appraisers regarding the type of appraisal to be done, its due date, how the appraisal should be done, including what to include in or exclude from the appraisal; and
- (6) Bearing the costs and expenses associated with the condemnation of the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 38:**

All documents reflecting actual offers made to the Property owners or lessees and any responses from the owners or lessees concerning the acquisition of the Property by you.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 39:**

All documents concerning your determination of the record owners and leaseholders of the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 40:**

All documents, including photos, reports, comparable sales, retention letters, correspondence, and other information provided to any appraiser or received from any appraiser but not provided to the Property owners before the Commissioners' hearing.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 41:**

All correspondence, notes, or memoranda regarding selection of the individual commissioners to hear the condemnation case, the appointment of the commissioners, and scheduling the commissioners' hearing in the condemnation case, Cause No. 97-00352-D.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 42:**

All correspondence, notes, documents, or memoranda regarding changing the decision to take only part of the Property and instead to take all of the Property through eminent domain proceedings.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 43:**

If DART or The Town of Addison gave consideration to the potential adverse effects on the Property of:

- (1) Providing private or public notice of intent to condemn the Property;
- (2) Prematurely announcing plans to condemn;
- (3) Delaying actual condemnation for an unreasonable time period after giving notice of intent to condemn;
- (4) The effect notice of condemnation would have on the Property, its owners, and its lessees before condemnation;
- (5) Deciding first to condemn only part of the Property and then later condemning all of the Property instead;
- (6) Southland closing the convenience store located on the Property as a result of the threatened condemnation;
- (7) Lessees not being able to obtain utility service because utility companies refused to service buildings that are "going to be torn down" by DART or The Town of Addison;
- (8) Southland relying on written and oral statements regarding the timing of either defendant's plans to condemn the subject property;
- (9) Making public threats to condemn the subject property for over 3 years prior to filing a condemnation suit;
- (10) The rental value of the leased premises deteriorating while the subject property was under threat of condemnation; and
- (11) By giving notice to condemn part of the subject property and without doing so, then giving notice of intent to condemn all of the subject property, plaintiffs would incur the cost of 2 separate appraisal reports.

produce all documents related to those considerations.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 44:**

All correspondence between you and any expert witnesses in this case or in the condemnation matter Cause No. 97-00352-D.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 45:**

All documents relating to the environmental study done in conjunction with the project for which the Property was condemned, including all documents relating to the date the study was requested and the cost of the study.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 46:**

All documents regarding when DART and The Town of Addison decided to condemn the Property together, and when they agreed to share the costs of condemning the Property.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 47:**

All plans, drawings, and reports submitted to the Addison Planning and Zoning Commission relating to the public project for which the Property was condemned.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 48:**

All resolutions of DART and/or Addison regarding:

- (1) A partial taking of the Property;

- (2) A total taking of the Property;
- (3) The taking of the Property constituting a public necessity;
- (4) Negotiating or settling with Plaintiffs;
- (5) Negotiating or settling with Moses and Cline;
- (6) Rejecting Plaintiffs settlement offers;
- (7) Making offers based on appraisal reports obtained.

RESPONSE:

REQUEST FOR PRODUCTION NO. 49:

All notes, memoranda, correspondence, reports, or other communications exchanged between you and any appraiser you have ever retained to render an opinion as to the fair market value of the Property.

RESPONSE:

REQUEST FOR PRODUCTION NO. 50:

All notes, records, correspondence, tapes, tape recordings, and memoranda relating to delays of the Arapaho Road project for DART, the toll road authorities, the Texas Turnpike Authority, or any turnpike, or toll road authority, which is an agency of the State of Texas.

RESPONSE:

REQUEST FOR PRODUCTION NO. 51:

All notes, correspondence, records, tapes, tape recordings, and memoranda relating to any involvement by the Town of Addison, its employees, agents, and representatives delaying the Arapaho Road project so that the authorities involved in building the tunnel for traffic going under the airport would not have competition when they opened.

RESPONSE:

REQUEST FOR PRODUCTION NO. 52:

Any tapes, tape recordings, or notes or memoranda made from a tape or recording of comments made by Carmen Moran at the Planning & Zoning hearing on October 23, 1997.

RESPONSE:

CAUSE NO. 97-06265

ABP INVESTMENTS #III, LTD., A  
TEXAS LIMITED PARTNERSHIP,  
JOSEPH H. JONES, BETH  
BRANDEBERRY, CAROLYN PERKINS  
SHIMER MERRITT, AND SAMUEL  
THOMAS PERKINS, CO-TRUSTEES OF  
THE MARY COFFIELD TRUST, THE  
ANNETTE COFFIELD TRUST,  
THE EVELYN C. JONES TRUST,  
THE BETH BRANDEBERRY TRUST,  
THE CORINNE SHIMER TRUST AND  
A. BEN PINNELL, JR.,

PLAINTIFFS

VS.

DALLAS AREA RAPID TRANSIT AND  
THE TOWN OF ADDISON,

DEFENDANTS.

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

193RD JUDICIAL DISTRICT

PLAINTIFF ABP INVESTMENTS #III, LTD.'S FIRST AND SECOND SET OF  
INTERROGATORIES TO DEFENDANT THE TOWN OF ADDISON

TO: Defendant, The Town of Addison, by and through its attorney of record, Sim Israeloff,  
Cowles & Thompson, P.C., 901 Main St., Suite 4000, Dallas, Texas 75202.


Pursuant to Rule 168, you are required to answer each Interrogatory separately and  
fully, in writing, under oath. Your sworn answers may be offered in evidence at the trial of  
this cause. Each answer shall be preceded by the Interrogatory to which the answer pertains.  
The answers shall be signed and verified by the person making them and not by the attorney  
for the Defendant. You must serve your sworn answers on the attorney for the Plaintiffs on or  
before thirty-four (34) days after service hereof.

You have the duty to supplement your answers to these Interrogatories as required by the Texas Rules of Civil Procedure and subject to the penalties provided therein for failure to do so.

The Definitions and Instructions and the Interrogatories on the following pages are incorporated herein by reference.

Respectfully submitted,

THOMPSON & KNIGHT  
A Professional Corporation

By:   
GEORGE C. CHAPMAN, Attorney  
State Bar No. 04123000

MICHAEL E. SCHONBERG, Attorney  
State Bar No. 00784927


1700 Pacific Avenue, Suite 3300  
Dallas, Texas 75201  
(214) 969-1139  
FAX (214) 969-1651

ATTORNEYS FOR PLAINTIFFS



**CERTIFICATE OF SERVICE**

On this the 7th day of November, 1997, a true and correct copy of the foregoing pleading has been forwarded to all counsel of record via certified mail, return receipt requested.

  
Michael E. Schonberg

## DEFINITIONS & INSTRUCTIONS

1. "You" and "your," as used herein, means the party, whether a corporation, partnership or some other entity, or persons to whom these Interrogatories are addressed, its, his, her, or their employees, agents, attorneys, and all other person acting or purporting to act for or on behalf of such party or persons, whether authorized to do so or not.

2. "Person," as used herein, means natural persons, corporations, firms associations, partnerships, joint ventures, or any other form of legal business entity; and governmental agencies, departments, units, or any subdivisions thereof.

3. "Expert," as used herein, means any person who is particularly skilled, learned, or experienced in a particular art, science, trade, business, profession, or vocation, and whose knowledge of the subject of such art, science, etc. is not possessed by persons generally.

4. "Testifying expert," as used herein, means an expert who may be called as a witness to testify at the trial of this cause.

5. "Consulting expert," as used herein, means an expert who is not expected to be called as a witness at trial, but whose mental impressions or opinions have been reviewed by a testifying expert.

6. "Document," as used herein, means writings of every kind, source, and authorship, both originals and all non-identical copies thereof, in your possession, custody or control, or known by you to exist, irrespective of whether the writing is one intended for or transmitted internally by you, or intended for or transmitted to any other person or entity, including, without limitation, any government agency, department, administrative entity, or

personnel. The term includes handwritten, typewritten, printed, photocopied, photographic, and recorded matter. It includes communications in words, symbols, pictures, sound recordings, films, tapes, and information stored in, or accessible through, computer or other information storage or retrieval systems, together with the codes and/or programming instructions and other materials necessary to understand and use such systems. For purposes of illustration and not limitation, the term includes: correspondence, transcripts of testimony, letters, notes, reports, papers, files, books, records, contracts, agreements, telegrams, teletypes and other communications sent or received, diaries, calendars, logs, notes or memoranda of telephonic or face-to-face conversations, drafts, work papers, agendas, bulletins, notices, circulars, announcements, instructions, schedules, minutes, summaries, notes, and other records and recordings of any conferences, meetings, visits, statements, interviews, or telephone conversations, bills, statements, and other records of obligations, canceled checks, vouchers, receipts and other records of payments, ledgers, journals, balance sheets, profit and loss statements, and other sources of financial data, analyses, statements, interviews, affidavits, printed matter (including published books, articles, speeches, and newspaper clippings), press releases, charts, drawings, specifications, manuals, brochures, parts lists, memoranda of all kinds to and from any persons, agencies, or entities, technical and engineering reports, evaluations, advice, recommendations, commentaries, conclusions, studies, test plans, manuals, procedure, data, reports, results and conclusions, records of administrative, technical, and financial actions taken or recommended; and all other writings the contents of which relate to, discuss, consider or otherwise refer to the subject matter of the particular discovery requested.

7. To "identify" a person, as used herein, means to state the following:
- (a) The full name of the person;
  - (b) The person's present employer and job title, if known; if not known, the answer shall so state;
  - (c) The person's present business and residence addresses and telephone numbers, if known; if not known, then the person's last known business and residence addresses and telephone numbers; and
  - (d) The person's affiliation at any time with you by employment or otherwise, including the nature and dates of such affiliation.
8. To "identify" a document, as used herein, means to state the following:
- (a) The title, heading, or caption, if any, of such document;
  - (b) The identifying number(s), letter(s), or combination thereof, on the document, if any; and the significance of meaning of such number(s), letter(s), or combination thereof, if necessary to understand the document or to evaluate any claim that the document is protected from discovery;
  - (c) The date appearing on the document, if no date appears thereon, the answer shall so state and shall give the date or approximate date on which the document was prepared;
  - (d) The number of pages and the general nature or description of the document (e.g., a letter, memorandum, minutes of a meeting, etc.);

(e) The identify of the person who signed the document or over whose name the document was issued; if the document was not signed, the answer shall so state, and shall identify the person(s) who prepared it;

(f) The identity of each person to whom the document was addressed, sent, distributed, or directed;

(g) The physical location of the document and the name of its custodian(s); and

(h) Whether the document will be voluntarily made available to Plaintiff for inspection and copying; if not, the reasons why not.

9. To "identify" an oral communication, as used herein, means to state:

(a) The time, date, and place at which the oral communication was made;

(b) The identity of each person who participated in the oral communication who was present during the oral communication;

(c) The identity of the person(s) who employed, or who was represented by, each person making the oral communication;

(d) The substance of the communication; and

(e) The identity of each document pertaining to the oral communication.

10. To "identify" a sale of real property, as used herein, means to state:
- (a) The identity of each Grantor and each Grantee in the sale;
  - (b) The total area of the real property sold;
  - (c) The consideration paid by the Grantee in the sale, including the terms of payment;
  - (d) The closing date of the sale;
  - (e) The legal description and the local address of the real property sold;
  - (f) The volume and page number of the official real property records of every county in which the conveying document was recorded;
  - (g) A description of every fixture and improvement located on the real property sold, including the age, condition, use, size (in square feet), and construction material of the fixture or improvement; and
  - (h) The identity of each person who was contacted to verify and data concerning the sale.

11. A request for the "identity" of a thing, as used herein, constitutes a request for the same information by which you are to "identify" the thing.

12. "Property" as used herein, means the entire parcel of real estate described in Defendants' Statement in Condemnation in the condemnation proceeding Cause No. 97-00352-D.

13. Unless the context requires otherwise herein, the masculine gender includes the feminine gender, and the singular number includes the plural number.

14. If you claim that any information requested in these Interrogatories is privileged, state the precise nature and basis of the privilege claimed, including a reference by number and subdivision to any applicable provisions of the Texas Rules of Evidence under which such privilege is claimed.

### INTERROGATORIES

#### INTERROGATORY NO. 1:

State the name, address, telephone number and occupation of each and every expert witness who you may call to testify at the trial of this cause of action or whose mental impressions and opinions were reviewed by an expert who you may call to testify.

ANSWER:

#### INTERROGATORY NO. 2:

State the name, address and telephone number of any persons having knowledge of relevant facts known to you or your attorney, and your understanding as to the relevant facts or knowledge of which each person is aware.

ANSWER:

**INTERROGATORY NO. 3:**

As to each expert witness previously identified by you, if applicable, state the subject matter on which the expert is expected to testify, the mental impressions and opinions held by the expert, and the facts known to the expert which relate to or form the basis of the mental impressions and opinions held by the expert.

**ANSWER:**

**INTERROGATORY NO. 4:**

State why you initially planned to take only part of the Property in connection with the public project and state when and why you ultimately decided to join DART to condemn the entire Property, and describe what part of the public project changed, if any, that required a total taking instead of a partial taking.

**ANSWER:**

**INTERROGATORY NO. 5:**

Describe all conversations any of your representatives had with Ben Pinnell regarding the condemnation and valuation of the Property and any negotiations for the sale of the Property to you.

**ANSWER:**



**INTERROGATORY NO. 6:**

State why you refused to honor the oral agreement Mack Turner reached with Plaintiffs regarding the transfer of the Property that was to be consummated by April, 1996 and who decided that the agreement between your agent, Mack Turner, and Ben Pinnell would not be consummated. If you contend there was no oral agreement, state all facts that support that contention.

**ANSWER:**

**INTERROGATORY NO. 7:**

Please identify by name, address, telephone number and professional license number (if applicable), each and every engineer engaged or retained by Petitioner to perform any planning, design or construction services in connection with the public project involved within ½ mile of the subject property.

**ANSWER:**

**INTERROGATORY NO. 8:**

Please describe in detail each and every design change or modification regarding routing, grade, width, length and right-of-way requirements within ½ mile of the subject property, and explain, with specificity, how each design change or modification deviated or differed from the initial design of the public project which is the subject of this eminent domain proceeding.

**ANSWER:**

**INTERROGATORY NO. 9:**

Please state the anticipated or projected dates of completion of the entire public project which is the subject of this proceeding, and state the number of occasions such anticipated or projected completion dates have been revised by referencing each such anticipated or projected completion dates in chronological order.

**ANSWER:**

**INTERROGATORY NO. 10:**

State the dates of every public hearing held by you or a commission, committee, or council of yours relating to the public project for which the Property was condemned.

**ANSWER:**

**INTERROGATORY NO. 11:**

Describe the date, place, and time, any of your representatives discussed or negotiated with every other property owner within 1 mile of the Property, the acquisition or purchase price of any other property taken for the public project at issue in this lawsuit.

**ANSWER:**

**INTERROGATORY NO. 12:**

Describe all conversations Mack Turner had with representatives of DART or The Town of Addison concerning Ben Pinnell, Ben Pinnell's tenants, and the condemnation and purchase of the Property.

**ANSWER:**

**INTERROGATORY NO. 13:**

On what specific date or dates was the property involved in this lawsuit inspected or examined by each person or expert making the determinations of the feasibility of the proposed public project or other evaluations for condemnation purposes and identify who examined the property on each specific date?

**ANSWER:**

**INTERROGATORY NO. 14:**

Identify every written appraisal you received concerning the Property by stating the appraiser, the date it was prepared, the date you requested it, who you requested it from, the date it was furnished to you, and whether an offer to purchase the Property was ever made based upon the appraisal and if so, how much was the offer, when was the offer made, by whom, and state what you contend Plaintiffs' response was.

**ANSWER:**

**INTERROGATORY NO. 15:**

If no offers were made based on the appraisals listed above in response to the previous interrogatory, state why not.

**ANSWER:**

**INTERROGATORY NO. 16:**

Describe in detail all contacts, written or oral, with Moses and Cline, the property owners immediately to the east of the Property, regarding the public works project, the condemnation, and/or offers to purchase their property, including the dates of each communication, the representative who made the communication, and the conversations which occurred.

**ANSWER:**

**INTERROGATORY NO. 17:**

Describe all contacts, written or oral, you or your agents have had with the Plaintiffs' tenants stating the date and purpose of the contact, the person who made the contact, the persons contacted, and the conversations which occurred.

**ANSWER:**

**INTERROGATORY NO. 18:**

If any of your agents, employees, representatives, expert witnesses, consultants or attorneys had any contact or conversation with any of the Plaintiffs' agents, representatives, employees or attorneys regarding the condemnation of the Property, please state:

- (a) the date of the contact;
- (b) the parties involved;
- (c) what statements were made by whom; and
- (d) the purpose for the contact.

**ANSWER:**

**INTERROGATORY NO. 19:**

State all reasons that you rely upon to explain the delay between the time you decided to condemn any part of the Property and (1) the filing of the Statement in Condemnation, and (2) the scheduling of the Commissioners' Hearing.

**ANSWER:**

**INTERROGATORY NO. 20:**

State the names and positions of each of your employees, contractors, or representatives who ever discussed the Property, the public project at issue, or plans to "tear down" improvements on the Property, with employees or representatives of TU Electric, Southwestern Bell Telephone, Lone Star Gas, or any other utility provider.

**ANSWER:**

**INTERROGATORY NO. 21:**

State the substance of any conversations the persons described in the previous interrogatory had with the representatives of the utility companies and state the names of the utility company employees or representatives with whom your representatives spoke.

**ANSWER:**

**INTERROGATORY NO. 22:**

Identify all offers made to acquire the Property by either DART or The Town of Addison, stating the dates of the offers, the amounts of the offers, who relayed the offers and what response was received, and identify which appraisal report each offer was based upon.

**ANSWER:**

**INTERROGATORY NO. 23:**

Describe all communications between DART and/or its representatives and Addison and/or its representatives regarding:

- (1) Notice to the Property owners of plans to condemn the Property;
- (2) Efforts to negotiate with the Property owners to acquire the Property;
- (3) Offers made to acquire the Property and the reasons or bases for the offers made;
- (4) Any counter-offers made by the Property owners;
- (5) The dates any offers or counter-offers regarding the Property were rejected by Dart and/or The Town of Addison, and the reasons for the rejection and who decided to reject such offers.

**ANSWER:**

**INTERROGATORY NO. 24:**

State all reasons why acquiring the Property constituted a “public necessity” as is required by the Texas Constitution, both as to the initially proposed partial taking and the actual total taking, include in your answer when it became a public necessity and describe any contacts between DART and Addison regarding the public necessity of the project, and describe public discussions or hearings, giving the date and forum, where the issue of the public necessity of this project was entertained.

**ANSWER:**

**INTERROGATORY NO. 25:**

If there were any environmental regulations or concerns that contributed to any delays in condemning the Property please state when those concerns developed, who identified them, and how they manifested themselves, and when and how the concerns were ultimately resolved.

**ANSWER:**

INTERROGATORY NO. 26:

Identify all communications between DART and The Town of Addison concerning the apportionment of the costs of condemning the Property and zoning issues related to the Property.

ANSWER:

INTERROGATORY NO. 27:

Who gave Rick Livingston, an employee of Lone Star Gas, orders or instructions to enter Plaintiffs' Property on the afternoon of July 8, 1997, to excavate the Property, and for what purpose was the digging taking place?

ANSWER:

INTERROGATORY NO. 28:

State every date on which DART or The Town of Addison passed any resolutions approving or authorizing the condemnation of the Property, and state the resolutions verbatim, or in lieu thereof attach copies.

ANSWER:

INTERROGATORY NO. 29:

State the names and addresses of every appraiser retained to assist in determining the fair market value of the Property, furnishing the dates they were retained and the dates of any written agreement regarding the appraisers being retained.



**ANSWER:**

**INTERROGATORY NO. 30:**

State the names, titles, and addresses of all persons who negotiated with the Property owners or lessees of the Property and state:

- (1) The persons contacted and the dates of the contacts;
- (2) What offers were actually made;
- (3) Which appraisal reports any individual offers were based upon; and
- (4) How any such offers were responded to.

**ANSWER:**

**INTERROGATORY NO. 31:**

State in detail all reasons for:

- (1) Filing the Original Petition in Condemnation and not serving a copy on the Property owners;
- (2) Having Commissioners appointed to hear the condemnation matter without giving the Property owners an opportunity to recommend potential commissioners as is required by the Texas Property Code; and
- (3) Requesting the appraiser, Glenn Silva, who testified for you at the Commissioners' Hearing in the condemnation case, to prepare only a short form or "limited, restricted" appraisal, to not include rent comparables in his report, and to not include the retention letter agreement you sent to him in the report;

- (4) Not retaining Glenn Silva to appraise the subject property until late June or early July of 1997;
- (5) Not furnishing to plaintiffs or their attorneys Glenn Silva's appraisal report 10 days prior to the Commissioner's Hearing as specified in the Texas Property Code;
- (6) David Schultz having a verbal agreement that Glenn Silva could furnish an appraisal report of the subject property on August 6, 1997;
- (7) Your requesting from Glenn Silva an appraisal report of the type to be used by you for internal decision making;
- (8) Glenn Silva's not bringing to the Commissioner's Hearing the additional information in his work file, such as rent comparables, which was referred to in his appraisal report; and
- (9) David Schultz furnishing to the Commissioners only selected portions of the appraisal report of Glenn Silva.

ANSWER:

INTERROGATORY NO. 32:

If DART or The Town of Addison gave consideration to the potential adverse effects on the Property, its owners or tenants, of any of the following, state the name and address and title of the person who gave such consideration, what consideration was given, what action was taken after such consideration, and the reasons for taking such action:

- (1) Providing private or public notice of intent to condemn the Property;

- (2) Prematurely announcing plans to condemn;
- (3) Delaying actual condemnation for an unreasonable time period after giving notice of intent to condemn;
- (4) The effect notice of condemnation would have on the Property, its owners, and its lessees before condemnation;
- (5) Deciding first to condemn only part of the Property and then later condemning all of the Property instead; and
- (6) Southland relying on written and oral statements regarding the timing of either defendant's plans to condemn the subject property;
- (7) Making public threats to condemn the subject property for over 3 years prior to filing a condemnation suit;
- (8) The rental value of the leased premises deteriorating while the subject property was under threat of condemnation; and
- (9) By giving notice to condemn part of the subject property and without doing so, then giving notice of intent to condemn all of the subject property, plaintiffs would incur the cost of 2 separate appraisal reports.

**ANSWER:**

**INTERROGATORY NO. 33:**

Describe all actions taken by you or your agents or representatives before depositing the Commissioners' Award into the registry of the Court in the separate condemnation action that were inconsistent with the owners and lessees' Property rights.

ANSWER:

INTERROGATORY NO. 34:

How much did DART and/or The Town of Addison spend on the environmental study done in conjunction with the project for which the Property was condemned?

ANSWER:

INTERROGATORY NO. 35:

When did DART and The Town of Addison agree that a total taking of the Property would be necessary and when did they agree on how the responsibilities and costs for condemning the Property would be divided among them?

ANSWER:

INTERROGATORY NO. 36:

Please describe in detail all involvement of the Town of Addison in delaying the Arapaho Road project in order to accommodate toll road authorities, or in order to reduce competition, by stating:

- (a) The name, address and title of the persons involved;
- (b) The conversations that occurred, stating who said what to whom;
- (c) The dates of such conversations;
- (d) The goal in permitting such delays; and

(e) If there are notes, records, or memoranda referring to such involvement, please copy the contents verbatim, or in lieu thereof, attach copies.

ANSWER:

# BEN PINNELL

RT. 13 BOX 135 \* DENTON, TX 76205  
METRO (817)321-5231 \* METRO FAX (817)321-3645

RECEIVED

OCT 29 1996

CITY MANAGER

OCTOBER 22, 1996

RON WHITEHEAD, CITY MANAGER  
TOWN OF ADDISON  
P.O. BOX 144  
ADDISON, TX 75001

DEAR RON;

FOR MORE THAN TWO YEARS YOU HAVE CAUSED DAMAGE TO MY PROPERTY BY THREATENING CONDEMNATION.

IN THE SPIRIT OF BEING A GOOD CITIZEN, I HAVE ENDURED THE "CLOUD" THAT YOU HAVE PLACED UPON MY PROPERTY WITHOUT ANY FORMAL COMPLAINT.

THE TOWN OF ADDISON HAS NOT BEEN FAIR AND EQUITABLE TO ME WITH THIS DELAY

YOU PERSONALLY HAVE BEEN A GENTLEMAN. IN AS MUCH AS A DOZEN TIMES YOU HAVE PERSONALLY APOLOGIZED FOR THE MESS THAT WAS CREATED, FIRST BY THE TOWN OF ADDISON AND THEN BY BY DART.

SEVERAL WEEKS AGO I CALLED AGAIN, ASKING FOR SOME SENSE OF TIME. AS OF TODAY, YOU HAVE NOT CALLED ME BACK.

MACK TURNER AND I HAD MET MORE THAN A FEW TIMES AND CAME TO AN AGREEMENT ABOUT PRICE AND DETAILS MORE THAN SIX MONTHS AGO. NOW, MACK TELLS ME THAT IT WILL BE MORE THAN A YEAR BEFORE ANY ACTION WILL BE TAKEN.

THIS IS OUTRAGEOUS!

SOUTHLAND CORPORATION HAS BEEN PAYING RENT ON A VACANT STORE FOR MORE THAN A YEAR AND A HALF. IN ADDITION, I HAVE HAD THE BUILDING AT 4805 ARAPAHO VACANT FOR ALMOST TWO YEARS.

PAGE 2  
RON WHITEHEAD  
TOWN OF ADDISON

CAN YOU IMAGINE TRYING TO LEASE A BUILDING AND TELLING THE TENANT THAT THE TOWN OF ADDISON PLANS TO TEAR IT DOWN TO REROUTE ARAPAHO ROAD AND THAT DART PLANS TO USE THE BALANCE OF THE PROPERTY FOR A BUS TRANSFER STATION AND IF THEY OCCUPY THE BUILDING THEY MIGHT HAVE TO MOVE SOMETIME IN THE FUTURE.

THE MARKET IS QUITE ACTIVE AND I COULD LEASE THE BUILDING, IF YOU WOULD LET ME HAVE OWNERSHIP OF MY PROPERTY WITHOUT A "CLOUD" HANGING OVER IT. CERTAINLY YOU ARE AWARE OF THE FACT THAT THE MARKET FOR BUILDINGS IN ADDISON IS VERY TIGHT.

RON, IT IS OUTRAGEOUS. THIS LETTER IS TO REQUEST A HEARING BEFORE THE CITY COUNCIL AND HAVE A PUBLIC DISCUSSION OF THE SITUATION, AS DESCRIBED.

THIS IS OCTOBER 22ND AND I FEEL LIKE THIS SHOULD BE OF HIGHEST PRIORITY ON THE AGENDA OF THE CITY COUNCIL. PLEASE CONTACT ME SOON.

YOURS VERY TRULY,



BEN PINNELL, TRUSTEE  
ABP INVESTMENTS III, LIMITED

cc: JOE JONES  
GEORGE CHAPMAN

# COWLES & THOMPSON

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

901 MAIN STREET, SUITE 4000  
DALLAS, TEXAS 75202-3793

TELEPHONE (214) 672-2000

METRO (214) 263-0005

FAX (214) 672-2020

CHARLES SORRELLS  
(1925 1982)

307 W. WASHINGTON, SUITE 100  
P.O. BOX 1127  
SHERMAN, TEXAS 75091-1127  
TELEPHONE (903) 693-8999

100 WEST ADAMS AVENUE, SUITE 321  
P.O. BOX 785  
TEMPLE, TEXAS 76503-0785  
TELEPHONE (817) 771-2800

ONE AMERICAN CENTER, SUITE 777  
909 E.S.E. LOOP 323  
TYLER, TEXAS 75701-9884  
TELEPHONE (903) 581-5588

JOHN M. HILL  
(214) 672-2170

August 4, 1995

## VIA TELECOPY AND U.S. MAIL

Mr. John Baumgartner  
City Engineer  
Town of Addison  
P.O. Box 144  
Addison, Texas 75001

Re: Arapaho Road

Dear John:

Below is the proposed formula which we discussed on Wednesday regarding the Pinnell tract:

1. Whole property value (96,834 square feet) \$1,665,000

2. Value of 7/11 office building

Western tract (7/11 office building + land) = \$1,200,000

Land only (28,227 square feet) = \$ 240,000

Total value of 7/11 office building \$ 960,000

3. 7/11 office building represents 58% of value of whole property (western and eastern tracts) ( $\$960,000/\$1,665,000 = 58\%$ ), so land represents 42% of value of whole property

4. Addison will pay for the value of the part it is taking (33,585 square feet, representing 34.68% of the whole tract (33,585 square feet/96,834 square feet)) which primarily includes land only, plus Addison will pay for the damages to the remainder determined by the L.R. Denton appraisal which amounts to \$385,000. Upon determining the amount to be paid



Mr. John Baumgartner  
August 4, 1995  
Page 2

for the entire tract (whether by agreement or by a judgment), a determination will need to be made as to the value of the land being acquired by the City. That can be done by taking the total amount to be paid and subtracting from it the value of the 7/11 office building (determined to be 58% of the value of the whole property), thus leaving the approximate value of the land only. The City's portion can then be determined by multiplying the value of the land times 34.68% (since that is the City's square foot portion of the property being acquired).

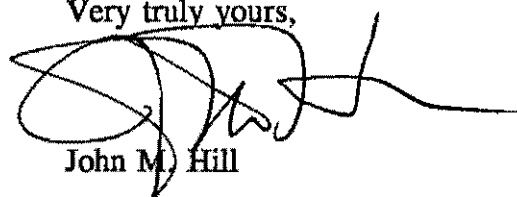
Example: Amount to be paid for whole tract = \$2,500,000. Value of 7/11 office building = 58% of \$2,500,000, or \$1,450,000. Deducting the value of the building from the entire tract leaves a value for the land only of \$1,050,000. The City's obligation would then be \$364,140 for the part taken ( $\$1,050,000 \times 34.68\%$ ), plus \$365,000 in damages, or \$729,140.

We have contacted Randy Denton to confirm these numbers, but have not yet received a confirmation, and therefore the numbers are subject to change.

On the Moses and Cline tract, the value of the part taken by the City will be determined on the percentage of land being taken by the City out of the entire taking.

We are scheduled to meet with the DART representatives in our office on Monday, August 7 at 10:30 A.M. Should you have any questions or desire any additional information before that meeting, please give us a call.

Very truly yours,

A handwritten signature in black ink, appearing to read "John M. Hill", with a long horizontal flourish extending to the right.

John M. Hill

JMH:wn

cc: Mr. Kenneth C. Dippel

FILED  
*[Signature]*

Cause No. CC-97-00352-D

97 AUG 13 11 08:46

DALLAS AREA RAPID TRANSIT and	§	Condemnation Proceeding
TOWN OF ADDISON	§	FILED IN COURT LAW
Petitioners,	§	BY _____
	§	filed with the Judge of DEPUTY
V.	§	
	§	the County Court at Law No. 4
ABP Investment #III, Ltd., et al,	§	
Defendants.	§	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 Mr. Gill.

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 ..... \$ ~~2,767,500.00~~ <sup>by msw JB</sup> 2,899,500.00

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 ..... \$ 132,000.00

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 - No =

Morningstar Entertainment Group, Inc., a.k.a. Morning Star Entertainment ..... \$ - 0 - No =

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 12<sup>th</sup> day of August, 1997.

Martha B. Merini

Christina Young

Don Daniel

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 \_\_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
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.

  
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**

TOWN OF  
**ADDISON**

**PUBLIC WORKS**

To: John Hill

From: **John Baumgartner, P.E.**

Company: Cowles + Thompson

**Director**

**Phone: 972/450-2886**

**FAX: 972/450-2837**

FAX #: (214) 672-2020

Date: 8/15/97

**16801 Westgrove**

**P.O. Box 144**

**Addison, TX 75001**

# of pages (including cover): 6

Original in mail

Per your request

FYI

Call me

Comments:

**COWLES & THOMPSON**

**A Professional Corporation**

**Attorneys at Law**

**901 Main Street, Suite 4000**

**Dallas, TX 75202-3793**

**Telephone (214) 672-2000**

**Fax (214) 672-2020**

**FACSIMILE COVER PAGE**

**IMPORTANT/CONFIDENTIAL:** This message is intended only for the use of the individual or entity to which it is addressed. This message contains information from the law firm of Cowles & Thompson which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee, or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at our telephone number (214) 672-2000. We will be happy to arrange for the return of this message to us, via the United States Postal Service, at no cost to you.

Date: 8/13/97 Time: \_\_\_\_\_

Total Number of Pages (including this sheet): 6

Normal/Rush: \_\_\_\_\_ Client/Matter #: 3195/25211

TO: (1) RON WHITEHEAD FAX: (972) 450-7043  
(2) JOHN BAUMGARTNER FAX: (972) 450-2837  
(3) \_\_\_\_\_ FAX: \_\_\_\_\_

FROM: KEN DIPPEL Direct Dial #: (214) 672-2158

MESSAGE: UNSIGNED REPORT AND AWARD ATTACHED REGARDING  
PINNER PROPERTY

**IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,  
PLEASE CALL OUR SERVICE CENTER  
AT (214) 672-2508**

OR \_\_\_\_\_ AT (214) 672-\_\_\_\_\_

Thank you.



**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE 8 | 18 | 97

CLAIM # \_\_\_\_\_

CHECK AMOUNT \$ 1,014,825

Vendor No. 4579  
 Vendor Name Dallas Area Rapid Transit  
 Address P.O. Box 660163  
 Address Dallas  
 Address Texas  
 Zip Code 75216-7228

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(0000.00)
See Attached	41	000	58110	42302		1,014,825. <sup>00</sup>
<b>TOTAL</b>						<b>\$1,014,825.<sup>00</sup></b>

**EXPLANATION** Addison and Dart agreed to share the cost of acquisition of the Pinnell Property (Arapaho Rd/Transit Center Project) 65% - Dart, 35% Addison, by Interlocal Agreement dated 12/95. On 8/12/97 the Court awarded a total of \$2,899,500.00 through Condemnation for the property, DART posted the Total Amount with the court. This PAM is to reimburse DART for Addison's 35%.

*[Signature]*  
 AUTHORIZED SIGNATURE 8/20/97

FINANCE \_\_\_\_\_

ORIGINAL TO ACCOUNTING/YELLOW FOR DEPARTMENT FILE

Attachment: Interlocal Agreement: Commissioners Reported Award

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

receipt from DART and the City Council of City of appropriate eminent domain resolutions, DART legal staff shall promptly proceed to acquire the Properties in the name of DART and the City through eminent domain proceedings. If the amount of the award of special commissioners should exceed the Approved Offer Amount by more than twenty percent (20%), either party shall have the right to require the filing of objections to such award. After objections are filed to the award of special commissioners, both the City and DART must approve any settlement of the case that would cause an increase in the amount of the purchase price to be paid for the condemned Properties.

8. **Closing.** The closing of an agreed purchase of one or more of the Properties under this agreement ("Closing") shall take place at the offices of the Title Company, or at such other place as the parties may agree as provided in the agreed purchase contract.

9. **Contact Persons.** Each party shall designate a person through whom all contact shall be directed to the other party in connection with the matters herein contemplated (the "Contact Person"). The initial Contact Person for DART shall be Herman Wardlaw, Acting Manager of Real Estate and the initial Contact Person for the City shall be John Baumgartner, Director of Public Works for the City. DART or the City may change Contact Persons by notice to the other party.

10. **Federal Transit Administration Approval.** With respect to DART, this Agreement is subject to prior approval by the Federal Transit Administration ("FTA"). DART shall diligently pursue and use its best efforts to secure such approval and shall notify the City immediately upon a determination by FTA.

11. **Termination.** This Agreement shall terminate (a) if the FTA fails or refuses to approve this transaction, or (b) if the DART staff is unable to acquire either of the Tracts in accordance with the provisions herein set forth. Upon termination, neither of the parties shall have any further rights, duties or obligations hereunder.

12. **Miscellaneous.**

12.01. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be given to the party at the address set out below, or to such other address as the party shall designate by notice to all other parties.

DART:	P.O. Box 660163 Dallas, Texas 75266 Attention: DART Contact Person
	with a copy to the General Counsel at the same address
City:	P.O. Box 144 Addison, Texas 75001 Attention: City Contact Person

Any notice shall be deemed to be effectively given when mailed by United States Registered or certified mail with postage prepaid and address as herein set forth, or when actually received by the party to whom addressed.

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

12.03. **Governing Law and Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue for any legal action arising out of this Agreement shall be in Dallas County, Texas.

12.04. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective approved successors and assigns.

12.05. **Assignment.** This Agreement may not be transferred or assigned by either of the parties without the prior written concurrence of the other party.

12.06. **Effective Date.** The Effective Date of this Agreement shall be the date the Agreement is signed by the last of the parties.


EXECUTED BY DART this 4<sup>th</sup> day of January, 1996.

DALLAS AREA RAPID TRANSIT

By:   
ROGER SNOBLE  
President/Executive Director

EXECUTED BY CITY this 17<sup>th</sup> day of DECEMBER, 1995.

THE TOWN OF ADDISON

By:   
Printed Name:  
Title:

**EXHIBIT "A"**  
**COMBINED LAND DESCRIPTION**  
**ARAPAHO ROAD/MCM COMPANY 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 several tracts of land as described in instruments to MCM Company as recorded in Volume 78212, Page 3704; Volume 82179, Page 1554; Volume 82179, Page 1559; Volume 84008, Page 1944 and Volume 84133, Page 0532 of the Deed Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found at the southwest corner of the tract of land described in said instrument recorded in Volume 84133, Page 0532 of the Deed Records of Dallas County, Texas, said point also 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 01 degree 47 minutes 22 seconds East along the westerly line of said Southwestern Bell Telephone Company tract and a easterly face of an existing building wall a distance of 100.00 feet to a point for a corner, said point being the northwest corner of the Southwestern Bell tract and the POINT OF BEGINNING of this tract;

THENCE continuing North 01 degree 47 minutes 22 seconds East along said easterly face of a building wall and westerly line of said MCM Company tract a distance of 223.36 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for most westerly northwest corner of said MCM Company tract;

THENCE North 44 degrees 25 minutes 50 seconds East along a northwesterly line of said MCM Company tract a distance of 13.77 feet to a 1/2 inch iron rod found for a corner;

THENCE North 00 degrees 03 minutes 45 seconds West along a westerly line of said MCM Company tract a distance of 38.17 feet to a 1/2 inch iron rod found for a corner on the southeasterly right-of-way line of the Dallas Area Rapid Transit Property Acquisition Corporation(DART) tract as recorded in Volume 91008, Page 1390 of the Deed Records of Dallas County, Texas, said point being the northwest corner of said MCM Company tract;

THENCE North 66 degrees 25 minutes 50 seconds East along the southeasterly right-of-way line of said DART tract and northwesterly line of MCM Company tract a distance of 665.58 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner on the west right-of-way line of Quorum Drive (80 foot wide right-of-way) as established by instrument to the Town of Addison, Texas as recorded in Volume 82149, Page 0240 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 11 minutes 10 seconds East along the west right-of-way line of Quorum Drive a distance of 300.97 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner;

THENCE North 54 degrees 50 minutes 08 seconds West a distance of 23.14 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of a non-tangent curve to the left, having a central angle of 3 degrees 29 minutes 00 seconds, a radius of 848.00 feet, and being subtended by a 51.55 foot chord bearing South 68 degrees 05 minutes 43 seconds West;

THENCE Southwesterly along said curve to the left an arc distance of 51.55 feet to a 1/2 inch rod set with "Huitt-Zollars" cap at the point of tangency of said curve;

THENCE South 66 degrees 21 minutes 13 seconds West a distance of 60.80 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the point of curvature of a curve to the right, having a central angle of 11 degrees 28 minutes 42 seconds, a radius of 260.00 feet, and being subtended by a 52.00 foot chord bearing South 72 degrees

05 minutes 34 seconds West;

THENCE Southwesterly along said curve to the right, an arc distance of 52.09 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the point of reverse curvature of a curve to the left, having a central angle of 11 degrees 28 minutes 42 seconds, a radius of 240.00 feet, and being subtended by a 48.00 foot chord bearing South 72 degrees 05 minutes 34 seconds West;

THENCE Southwesterly along said curve to the left an arc distance of 48.08 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the point of tangency of said curve;

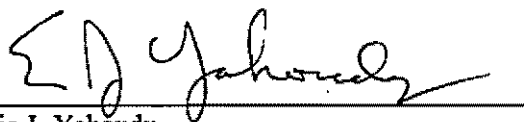
THENCE South 66 degrees 21 minutes 13 seconds West a distance of 299.54 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the point of curvature of a curve to the left, having a central angle of 8 degrees 42 minutes 30 seconds, a radius of 778.00 feet, and being subtended by a 118.13 foot chord bearing South 61 degrees 59 minutes 58 seconds West;

THENCE Southwesterly along said curve to the left an arc distance of 118.25 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap on the north line of said Southwestern Bell Telephone Company tract;

THENCE North 89 degrees 36 minutes 43 seconds West along the north line of said Southwestern Bell Telephone Company tract a distance of 31.32 feet to the POINT OF BEGINNING;

CONTAINING 168,918 square feet of land, more or less.

For Huitt-Zollars, Inc.

 12/26/95

Eric J. Yahoudy  
Registered Professional Land Surveyor  
Texas Registration No. 4862  
Huitt-Zollars, Inc.  
3131 McKinney Avenue  
Suite 600  
Dallas, Texas 75204  
(214) 871-3311



**EXHIBIT "B"**  
**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;

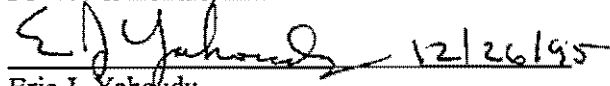
THENCE North 60 degrees 25 minutes 50 seconds East along the northwesterly line of said ABP tract a distance of 80.00 feet to a 5/8 inch iron rod found;

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. Yahoudy  
Registered Professional Land Surveyor  
Texas Registration No. 4862

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

**EXHIBIT "C"**  
**TRANSIT CENTER/MCM COMPANY 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 portions of tracts of land described in instruments to MCM Company as recorded in Volume 78212, Page 3704; Volume 82179, Page 1554; Volume 82179, Page 1559, and Volume 84133, Page 0532 of the Deed Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found at the southwest corner of the tract of land described in said instrument recorded in Volume 84133, Page 0532 of the Deed Records of Dallas County, Texas, said point also 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 01 degree 47 minutes 22 seconds East along the westerly line of said Southwestern Bell Telephone Company tract and the easterly face of an existing building wall a distance of 180.77 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner, in the westerly line of said MCM Company tract, said point being the POINT OF BEGINNING of this tract;

THENCE continuing North 01 degree 47 minutes 22 seconds East along said easterly face of a building wall and westerly line of said MCM Company tract a distance of 142.59 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the most westerly northwest corner of said MCM Company tract;

THENCE North 44 degrees 25 minutes 50 seconds East along a northwesterly line of said MCM Company tract a distance of 13.77 feet to a 1/2 inch iron rod found for a corner;

THENCE North 00 degrees 03 minutes 45 seconds West along a westerly line of said MCM Company tract a distance of 38.17 feet to a 1/2 inch iron rod found for a corner on the southeasterly right-of-way line of the Dallas Area Rapid Transit Property Acquisition Corporation (DART) tract as recorded in Volume 91008, Page 1390 of the Deed Records of Dallas County, Texas, said point being the northwest corner of said MCM Company tract;

THENCE North 66 degrees 25 minutes 50 seconds East along the southeasterly right-of-way line of said DART tract and northwesterly line of said MCM Company tracts a distance of 665.58 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner on the west right-of-way line of Quorum Drive (80 foot wide right-of-way) as established by instrument to the Town of Addison, Texas as recorded in Volume 82149, Page 0240 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 11 minutes 10 seconds East along the west right-of-way line of Quorum Drive a distance of 167.33 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner;

THENCE South 36 degrees 13 minutes 52 seconds West a distance of 24.14 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for a corner, said point being the beginning of a non-tangent curve to the left, having a central angle of 5 degrees 50 minutes 19 seconds, a radius of 942.00 feet, and being subtended by a 95.95 foot chord bearing South 69 degrees 16 minutes 23 seconds West;

THENCE Southwesterly along said curve to the left an arc distance of 95.99 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap for the point of tangency of said curve;

THENCE South 66 degrees 21 minutes 13 seconds West a distance of 459.84 feet to the point of curvature of a curve to the left, having a central angle of 7 degrees 26 minutes 44 seconds, a radius of 862.00 feet, and being subtended by a 111.94 foot chord bearing South 62 degrees 37 minutes 51 seconds West;

THENCE Southwesterly along said curve to the left an arc distance of 112.02 feet to the POINT OF BEGINNING, and CONTAINING 109,364 square feet of land, more or less.

For Huitt-Zollars Inc.

 12/26/95

Eric J. Yahoudy

Registered Professional Land Surveyor

Texas Registration No. 4862

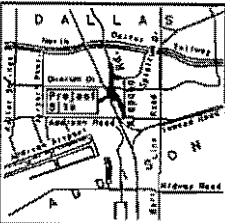
Huitt-Zollars Inc.

3131 Mckinney Ave.

Suite 600

Dallas, Texas 75204

(214) 871-3311



**MCM COMPANY**



TOWN OF ADDISON VOL. 93243 PG. 6422

McLEAN TRACT ADDITION VOL. 82005 PG. 2784

NATRON LIMITED PARTNERSHIP VOL. 91232 PG. 3538

STREET DEDICATION VOL. 84003 PG. 2164

**QUORUM DRIVE 80' R.O.W.**

**358°15'52"W-24.14'**

**900°11'10"E-187.33'**

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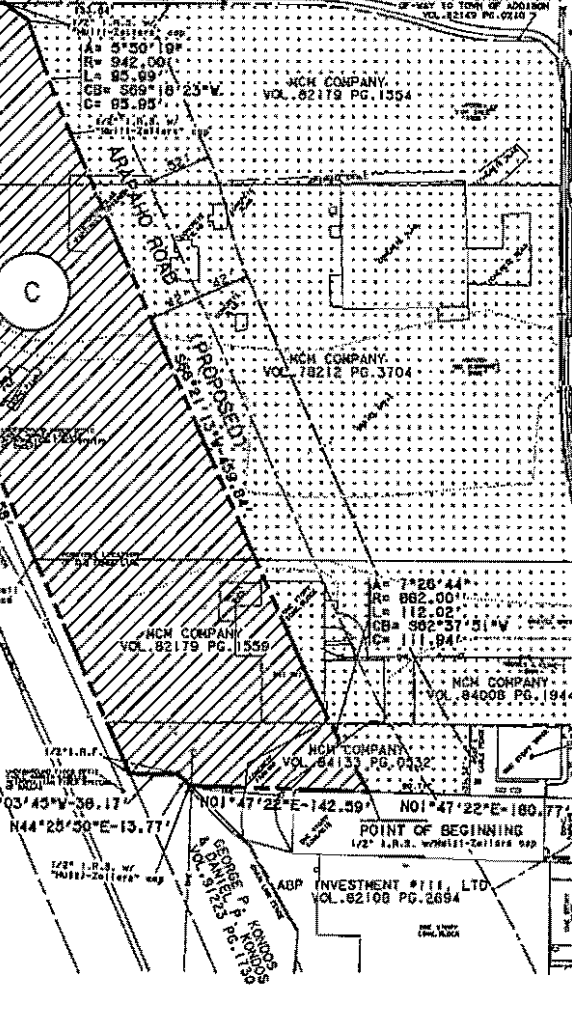
**900°11'10"E-187.33'**

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G.W. FISHER SURVEY ABSTRACT NO. 482

ARAPAH0 ROAD (EXISTING)

INTERNATIONAL GUARANTY CORP.  
VOL. 84067 PG. 3718 VOL. 92001 PG. 0617

SOUTHWESTERN BELL TELEPHONE COMPANY-VOL. 86207 PG. 3192

QUORUM CENTRE ADDITION

BASIS OF BEARINGS: THE CENTERLINE BEARING OF ARAPAH0 ROAD AS PER PAVING IMPROVEMENT PLANS ON FILE AT THE TOWN OF ADDISON.

NOTE: ADJACENT PROPERTY OWNERS ARE OWNERS OF RECORD AS DETERMINED BY OGDOR AND OTHER PUBLIC RECORDS

LEGEND	
	FEE/PERMANENT EASEMENT
	CONSTRUCTION EASEMENT
	REMAINDER
000°00'00"Y-000.00' BEARING AND DISTANCE	
IRS IRON ROD SET	

PROPERTY DATA	
PROPERTY OWNER(S) OF RECORD: MCM COMPANY	
STREET ADDRESS: 4802, 4800, 4801 ARAPAH0 ROAD	
SURVEY: G.W. FISHER A-482	DEED VOLUME: 82179
SUBDIVISION:	BLK. NO.: NONE
	LOT NO.: NONE

I, Eric J. Yehoudy, a Texas Registered Professional Land Surveyor, do hereby declare that this plat was prepared from a survey made on the ground under my supervision on December 20, 1995. This plat was prepared without benefit of title opinion and may not reflect all matters of record or standing which may affect this property. All corners are as shown hereon.

*Eric J. Yehoudy*  
Registered Professional Land Surveyor  
Texas No. 4886 12/20/95

COMPUTED BY: DLE CKO EJV
DRAWN BY: DLE CKO
SUPERVISOR: E. YEHOUDEY
DATE: 20 DECEMBER 95
SCALE IN FEET: 0 30 60 90 120

AREA SUMMARY	
AREA:	SQ. FT.
WHOLE PROPERTY:	292,182
PARCEL AREAS:	109,384
FEE:	109,384
PERMANENT EASEMENT:	
CONSTRUCTION EASEMENT:	
REMAINDER (INCL. EASEMENTS):	183,428

		DART PROJECT	DALLAS AREA RAPID TRANSIT
		EXHIBIT "C"	

**EXHIBIT "D"**  
**TRANSIT CENTER/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:

COMMENCING 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 southerly line of said ABP tract and northerly right-of-way line of Arapaho Road a distance of 430.16 feet to an "x" cut set in concrete 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 an "x" cut set in concrete 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 27.66 feet to an "x" cut set in concrete for the POINT OF BEGINNING;

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 84.69 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the northwest corner 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 142.59 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap, said point being the beginning of a non-tangent curve to the left, having a central angle of 3 degrees 28 minutes 05 seconds, a radius of 862.00 feet, and being subtended by a 52.17 foot chord bearing South 57 degrees 10 minutes 27 seconds West;

THENCE Southwesterly along said curve to the left an arc distance of 52.18 feet to a point for reverse curvature of a curve to the right, having a central angle of 14 degrees 04 minutes 51 seconds, a radius of 778.00 feet, and being subtended by a 190.72 foot chord bearing South 62 degrees 28 minutes 50 seconds West;

THENCE Southwesterly along said curve to the right an arc distance of 191.20 feet to a PK nail set in asphalt paving for the point of compound curvature to the right, having a central angle of 15 degrees 55 minutes 47 seconds, a radius of 240.00 feet, and being subtended by a 66.51 foot chord bearing South 77 degrees 29 minutes 09 seconds West;

THENCE Westerly along said curve to the right an arc distance of 66.73 feet to a point for reverse curvature to the left, having a central angle of 8 degrees 15 minutes 30 seconds, a radius of 260.00 feet, and being subtended by a 37.44 foot chord bearing South 81 degrees 19 minutes 18 seconds West;

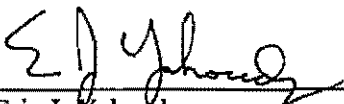
THENCE Westerly along said curve to the left an arc distance of 37.48 feet to an "x" cut set in concrete for the point of reverse curvature to the right, having a central angle of 8 degrees 44 minutes 10 seconds, a radius of 768.00 feet, and being subtended by a 116.99 foot chord bearing South 81 degrees 33 minutes 38 seconds West;

THENCE Westerly along said curve to the right an arc distance of 117.10 feet to an "x" cut set in concrete;

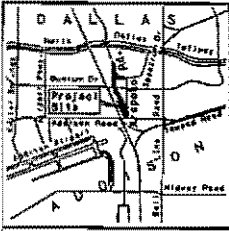
THENCE North 46 degrees 30 minutes 48 seconds West a distance of 27.38 feet to the POINT OF BEGINNING;

CONTAINING 63,247 square feet of land, more or less.

For Huitt-Zollars, Inc.

 12/26/95

Eric J. Yahoudy  
Registered Professional Land Surveyor  
Texas Registration No. 4862  
Huitt-Zollars, Inc.  
3131 McKinney Avenue  
Suite 600  
Dallas, Texas 75204  
(214) 871-3311



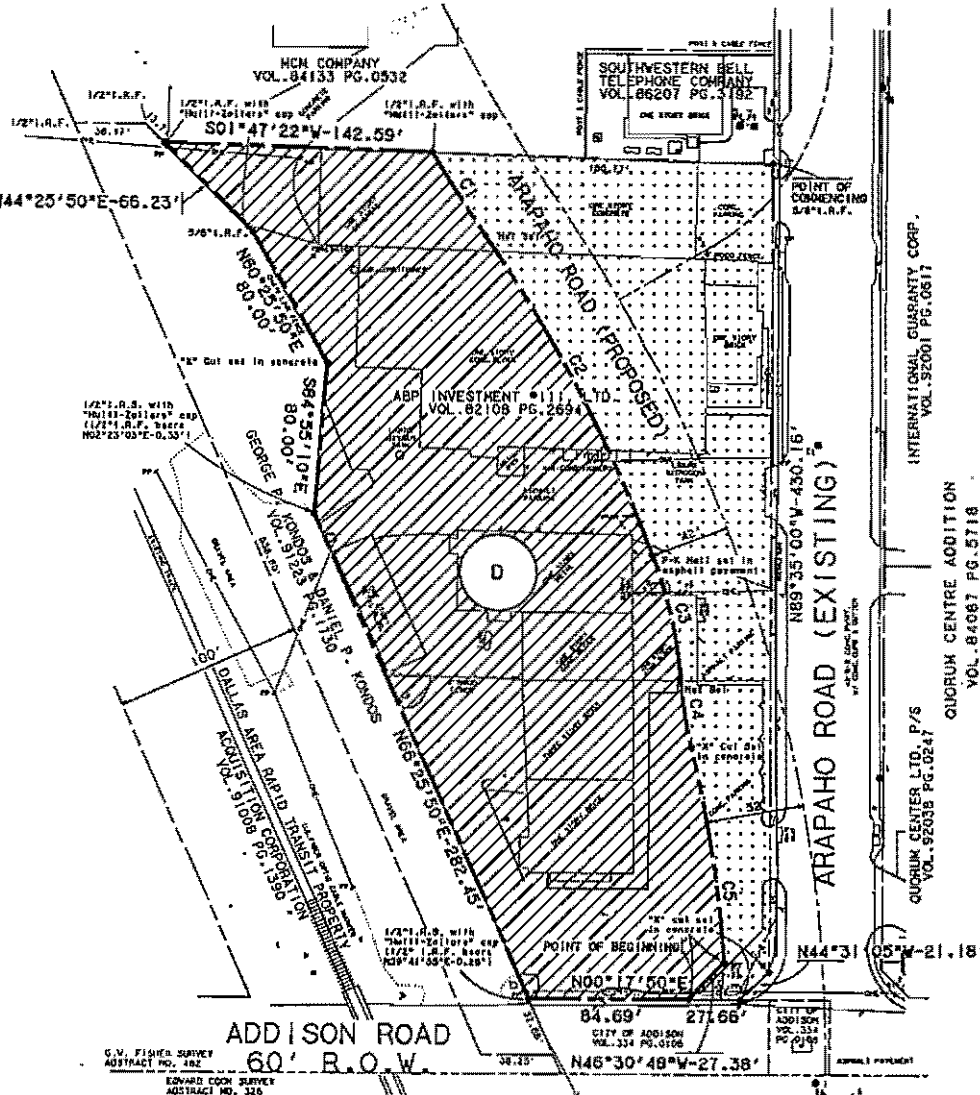
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ABP INVESTMENT # 111, LTD.



CURVE DATA					
CURVE NO.	CENTRAL ANGLE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	03°28'05"	52.18'	862.00'	S57°10'27"W	52.17'
C2	14°04'51"	191.20'	778.00'	S62°28'50"W	190.72'
C3	15°55'47"	66.73'	240.00'	S77°29'09"W	66.51'
C4	08°13'30"	37.48'	260.00'	S81°19'18"W	37.44'
C5	08°44'10"	117.10'	768.00'	S81°33'38"W	116.99'

G.W. FISHER SURVEY ABSTRACT NO. 482



INTERNATIONAL GUARANTY CORP.  
VOL. 82001 PG. 0611  
QUORUM CENTRE ADDITION  
VOL. 84087 PG. 5718  
QUORUM CENTER LTD. P/S  
VOL. 92035 PG. 0247

BASIS OF BEARINGS: THE CENTERLINE BEARING OF ARAPAHO ROAD AS PER PAVING IMPROVEMENT PLANS ON FILE AT THE TOWN OF ADDISON.  
NOTE: ADJACENT PROPERTY OWNERS ARE OWNERS OF RECORD AS DETERMINED BY DCCR AND OTHER PUBLIC RECORDS

**LEGEND**  
 FEE/PERMANENT EASEMENT  
 CONSTRUCTION EASEMENT  
 REMAINDER  
 N00°00'00"W-000.00' BEARING AND DISTANCE  
 IRS IRON ROD SET

**PROPERTY DATA**  
 PROPERTY OWNER(S) OF RECORD: ABP INVESTMENT # 111, LTD.  
 STREET ADDRESS: 4801, 4805 ARAPAHO ROAD  
 SURVEY: G.W. FISHER, A-482, DEED VOLUME: 82199, PAGE: 2894, MAPSCO REF: DALLAS LA-C  
 SUBDIVISION: \_\_\_\_\_, B.L.K. NO.: NONE, LOT NO.: NONE

**AREA SUMMARY**  
 AREA: \_\_\_\_\_ SQ. FT.  
 WHOLE PROPERTY: 96,838  
 PARCEL AREAS: 93,247  
 FEE: 83,241 PERMANENT EASEMENT  
 CONSTRUCTION EASEMENT  
 REMAINDER (INCL. EASEMENTS): 33,591

**COMPUTED BY:** CKD  
**DRAWN BY:** CKD  
**SUPERVISOR:** E. YANNUY  
**DATE:** 20 DECEMBER 95

1. Eric J. Yehowdy, A Texas Registered Professional Land Surveyor, do hereby declare that this plat was prepared from a survey made on the ground under his supervision on December 18, 1995. This plat was prepared without benefit of title opinion and may not reflect all matters of record or standing which may affect this property. All springs are as shown hereon.  
*E. J. Yehowdy*  
 Eric J. Yehowdy  
 Registered Professional Land Surveyor  
 Texas No. 4802  
 12/26/95

**HUNT-ZOLLARS**  
 1011 WESTMEYER AVENUE, SUITE 200  
 DALLAS, TEXAS 75241-0111

**DART PROJECT**

**DALLAS AREA RAPID TRANSIT**

EXHIBIT "D"

**EXHIBIT "E"**  
**ARAPAHO ROAD/MCM COMPANY 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 portions of tracts of land described in instruments to MCM Company as recorded in Volume 78212, Page 3704; Volume 82179, Page 1554; Volume 82179, Page 1559; Volume 84008, Page 1944 and Volume 84133, Page 0532 of the Deed Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found at the southwest corner of the tract of land described in said instrument recorded in Volume 84133, Page 0532 of the Deed Records of Dallas County, Texas, said point also 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 01 degree 47 minutes 22 seconds East along the westerly line of said Southwestern Bell Telephone Company tract and the easterly face of an existing building wall for a distance of 100.00 feet to a point for a corner, said point being the northwest corner of the Southwestern Bell tract and the POINT OF BEGINNING of this tract;

THENCE North 01 degree 47 minutes 22 seconds East along the easterly line of said MCM Company tract and continuing along said building wall face a distance of 80.77 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap, said point being the beginning of a non-tangent curve to the right, having a central angle of 7 degrees 26 minutes 44 seconds, a radius of 862.00 feet, and being subtended by a 111.94 foot chord bearing North 62 degrees 37 minutes 51 seconds East;

THENCE Northeasterly along said curve to the right an arc distance of 112.02 feet to the point of tangency of said curve;

THENCE North 66 degrees 21 minutes 13 seconds East a distance of 459.84 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the point of curvature of a curve to the right, having a central angle of 5 degrees 50 minutes 19 seconds, a radius of 942.00 feet, and being subtended by a 95.95 foot chord bearing North 69 degrees 16 minutes 23 seconds East;

THENCE Northeasterly along said curve to the right an arc distance of 95.99 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE North 36 degrees 13 minutes 52 seconds East a distance of 24.14 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap on the westerly right-of-way line of Quorum Drive (80 foot wide right-of-way) as described in instrument to the Town of Addison as recorded in Volume 82149 page 240 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 11 minutes 10 seconds East along the westerly right-of-way line of Quorum Drive a distance of 133.64 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap;

THENCE North 54 degrees 50 minutes 08 seconds West a distance of 23.14 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the beginning of a non-tangent curve to the left, having a central angle of 3 degrees 29 minutes 00 seconds, a radius of 848.00 feet, and being subtended by a 51.55 foot chord bearing South 68 degrees 05 minutes 43 seconds West;

THENCE Southwesterly along said curve to the left an arc distance of 51.55 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the point of tangency of said curve;



THENCE South 66 degrees 21 minutes 13 seconds West a distance of 60.80 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the point of curvature of a curve to the right, having a central angle of 11 degrees 28 minutes 42 seconds, a radius of 260.00 feet, and being subtended by a 52.00 foot chord bearing South 72 degrees 05 minutes 34 seconds West;

THENCE Southwesterly along said curve to the right, an arc distance of 52.09 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the point of reverse curvature of a curve to the left, having a central angle of 11 degrees 28 minutes 42 seconds, a radius of 240.00 feet, and being subtended by a 48.00 foot chord bearing South 72 degrees 05 minutes 34 seconds West;

THENCE Southwesterly along said curve to the left an arc distance of 48.08 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the point of tangency of said curve;

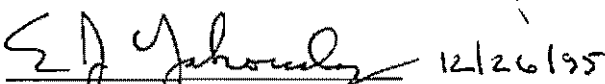
THENCE South 66 degrees 21 minutes 13 seconds West a distance of 299.54 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap at the point of curvature of a curve to the left, having a central angle of 8 degrees 42 minutes 30 seconds, a radius of 778.00 feet, and being subtended by a 118.13 foot chord bearing South 61 degrees 59 minutes 58 seconds West;

THENCE Southwesterly along said curve to the left an arc distance of 118.25 feet to a 1/2 inch iron rod set with "Huitt-Zollars" cap on the north line of said Southwestern Bell Telephone Company tract;

THENCE North 89 degrees 36 minutes 43 seconds West along the north line of said Southwestern Bell Telephone Company tract a distance of 31.32 feet to the POINT OF BEGINNING;

CONTAINING 59,554 square feet of land, more or less.

For Huitt-Zollars Inc.

 12/26/95  
Eric J. Yahoudy

Registered Professional Land Surveyor  
Texas Registration No. 4862

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

**EXHIBIT "F"**  
**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 an "x" cut in concrete 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 an "x" cut in concrete 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 27.66 feet to an "x" cut set in concrete;

THENCE South 46 degrees 30 minutes 48 seconds East a distance of 27.38 feet to an "x" cut set in concrete, said point being the beginning of a non-tangent curve to the left, having a central angle of 8 degrees 44 minutes 10 seconds, a radius of 768.00 feet, and being subtended by a 116.99 foot chord bearing North 81 degrees 33 minutes 38 seconds East;

THENCE Easterly along said curve to the left an arc distance of 117.10 feet to an "x" cut set in concrete at the point for reverse curvature of a curve to the right, having a central angle of 8 degrees 15 minutes 30 seconds, a radius of 260.00 feet, and being subtended by a 37.44 foot chord bearing North 81 degrees 19 minutes 18 seconds East;

THENCE Easterly along said curve to the right an arc distance of 37.48 feet to a point for reverse curvature of a curve to the left, having a central angle of 15 degrees 55 minutes 47 seconds, a radius of 240.00 feet, and being subtended by a 66.51 foot chord bearing North 77 degrees 29 minutes 09 seconds East;

THENCE Northeasterly along said curve to the left an arc distance of 66.73 feet to a PK nail set in asphalt paving at the point for compound curvature to the left, having a central angle of 14 degrees 04 minutes 51 seconds, a radius of 778.00 feet, and being subtended by a 190.72 foot chord bearing North 62 degrees 28 minutes 50 seconds East;

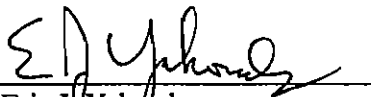
THENCE Northeasterly along said curve to the left an arc distance of 191.20 feet to a point for reverse curvature of a curve to the right, having a central angle of 3 degrees 28 minutes 05 seconds, a radius of 862.00 feet, and being subtended by a 52.17 foot chord bearing North 57 degrees 10 minutes 27 seconds East;

THENCE Northeasterly along said curve to the right an arc distance of 52.18 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap on the easterly line of said ABP tract and easterly face of an existing building wall;

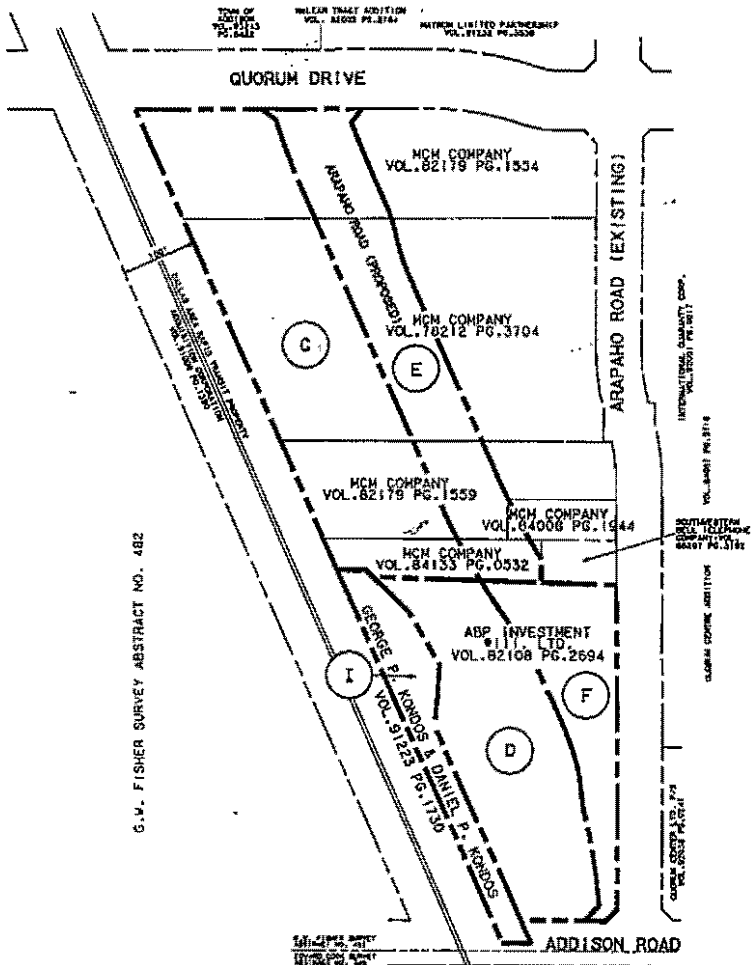
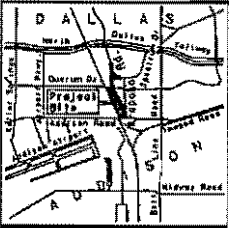
THENCE South 01 degrees 47 minutes 22 seconds West along the easterly line of said ABP tract and easterly face of said building wall a distance of 180.77 feet to the POINT OF BEGINNING;

CONTAINING 33,591 square feet of land, more or less.

For Huitt-Zollars Inc.

 12/26/95

Eric J. Yahoudy  
Registered Professional Land Surveyor  
Texas Registration No. 4862  
Huitt-Zollars Inc.  
3131 Mckinney Ave.  
Suite 600  
Dallas, Texas 75204  
(214) 871-3311



G.W. FISHER SURVEY ABSTRACT NO. 482

INDEX		
SHEET NO.	EXHIBIT DESCRIPTION	EXHIBIT DRAWING
2	TRANSIT CENTER/MCH COMPANY	C
3	TRANSIT CENTER/ABP INVESTMENT # 111, LTD.	D
-	ARAPAH0 ROAD/MCH COMPANY	E
-	ARAPAH0 ROAD/ABP INVESTMENT # 111, LTD.	F
4	TRANSIT CENTER/GEORGE P. KONDOS & DANIEL P. KONDOS	I

NOTE: ADJACENT PROPERTY OWNERS ARE OWNERS OF RECORD AS DETERMINED BY DCDR AND OTHER PUBLIC RECORDS

LEGEND		PROPERTY DATA		
	FEE/PERMANENT EASEMENT	PROPERTY OWNER(S) OF RECORD	_____	
	CONSTRUCTION EASEMENT	STREET ADDRESS	_____	
	REMAINDER	SURVEY G.W. FISHER A-482 DEED VOLUME _____ PAGE _____	HAPSDO REF. DALLAS (A-C)	
N00°00'00"V-000.00' BEARING AND DISTANCE		SUBDIVISION	_____ BLK. NO. _____	
1/8" IRON ROD SET		COMPUTED BLE. CKD. E.J.Y.	_____	
<p>1. Eric J. Yahoudy, a Texas Registered Professional Land Surveyor, do hereby declare that this plat was prepared from a survey made on the ground under my supervision on December 19, 2002. This plat was prepared without benefit of title opinion and may not reflect all matters of record or standing which may affect this property. All owners are as shown herein.</p> <p><i>E. J. Yahoudy</i> Eric J. Yahoudy Registered Professional Land Surveyor Texas No. 4988</p>		DRAWN BLE. CKD. _____	<b>AREA SUMMARY</b> AREA _____ SQ. FT. WHOLE PROPERTY _____ PARCEL AREAS _____ FEE _____ PERMANENT EASEMENT _____ CONSTRUCTION EASEMENT _____ REMAINDER (INCL. EASEMENTS) _____	
		SUPERVISOR E. YAHOUDEY		DATE 20 DECEMBER 02
		 SCALE IN FEET		
		<b>DART PROJECT</b> 		

<b>HUNT-ZOLLARS</b> <small>1821 HUNT STREET, SUITE 1000, DALLAS, TEXAS 75201-2611</small>		<b>DALLAS AREA RAPID TRANSIT</b>	
		<b>ADDISON TRANSIT CENTER EXHIBIT INDEX MAP</b>	
<b>SHEET 1 OF 4</b>		DWG. NO. _____	REV _____

**SCHEDULE OF LEGAL FEES**

<i>INDIVIDUAL</i>	<i>TITLE</i>	<i>HOURLY RATE</i>
Paul D. Jones	Chief Counsel, Real Estate/ Environmental Law Division	\$75.00
David Schulze	Assistant General Counsel	\$50.00
Frances Wilson	ParaLegal	\$25.00

**Legal Department Facsimile Message Cover Sheet**

1401 Pacific Avenue  
Post Office Box 660163  
Dallas, Texas 75266-7255  
T'Fax (214) 749-3660

---

Sending 12 page(s), including this cover sheet. If any part of this transmission is missing or poorly received, please contact the sender.

**DATE**

August 21, 1997

**IMMEDIATELY UPON RECEIPT, PLEASE DELIVER TO:****John Baungartner****TELEPHONE NUMBER:****T'FAX NUMBER:**

972-450-2837

**MESSAGE:** DART and Addison v. ABP Investment #III, Ltd., et al

---

The information contained in this facsimile message may be legally privileged and confidential and is intended only for the use of the individual or entity named above. If the receiver of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone, and return the original message to us at the above address via the U. S. Postal Service. Your cooperation is appreciated. Thank you.

---

**FROM:****David Schulze****Assistant General Counsel  
Real Estate/Environmental Law  
(214)749-3176****SENDER TELEPHONE NUMBER:**

**DART**

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

Office of the General Counsel  
Roland Castañeda  
General Counsel

Assistant General Counsel  
Jerelyn Arbuckle  
Bian Beverly  
Sallie A. Crosby  
Johanna Gröner  
Paul D. Jones  
Glenn E. Larson  
Mark Niemann  
Donald L. Powers, Jr.  
David C. Schulze  
Hyatt O. Simmons  
Dora V. Torseth

August 21, 1997

Mr. John Baumgartner, P.E.  
Director of Public Works  
Town of Addison  
168001 Westgrove Drive  
P. O. Box 144  
Addison, Texas 75001-0144

*Via Fax to (972) 450-2837  
and Certified Mail*

Re: *DART and Addison v. ABP Investment #III, Ltd., et al.*  
Cause No. CC-97-00352-D

Dear Mr. Baumgartner:

With this letter please find a conformed copy of the Commissioners' Report and Award that was signed by Judge Woody on August 13, 1997. You will note that the special commissioners awarded \$2,8799,500.00 as the value of the property being acquired. DART had deposited the full amount awarded by the special commissioners into the registry of the Court this day. DART and Addison are entitled to immediate possession of the property by virtue of this deposit.

Pursuant to the Interlocal Agreement of Purchase and Sale of Real Property between Dallas Area Rapid Transit and the Town of Addison, DART is to pay 65% of the amount awarded by the special commissioners and Addison is to pay 35% of that amount. Please consider this letter to be notice that Addison's portion of the award is \$1,014,825.00, and that DART hereby requests that Addison pay this allocated share of the commissioners' award.

Thank you for your courtesy and cooperation in this matter.

Yours very truly,



David C. Schulze  
Assistant General Counsel

Enclosures

c: Kenneth C. Dippel

FILED

*Eric Bassett*  
CLERK

Cause No. CC-97-00352-D

97 AUG 13 AM 8:46

DALLAS AREA RAPID TRANSIT and	§	Condemnation Proceeding ONLY AT LAW
TOWN OF ADDISON	§	NO. 4
Petitioners,	§	BY _____
	§	DEPUTY
V.	§	filed with the Judge of
	§	
	§	the County Court at Law No. 4
ABP Investment #III, Ltd., et al,	§	
Defendants.	§	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** ..... \$ 2,899,500.00

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 12<sup>th</sup> day of August, 1997.

Martha B. Harrison

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 0196 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 "Huilt-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 "Huilt-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 "Huilt-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 Huilt-Zollars, Inc.

 12/26/95

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

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

**EXHIBIT A**

Cause No. CC-97-00352-D

FILED  
*Earl Bullock*  
COUNTY CLERK

97 AUG 21 PH 2:24

DALLAS AREA RAPID TRANSIT and  
TOWN OF ADDISON

Petitioners,

V.

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

§  
§  
§  
§  
§  
§  
§  
§

Condemnation Proceeding

FILED IN CLERK'S OFFICE AT LAW

BY \_\_\_\_\_

DEPUTY

filed with the Judge of

the County Court at Law No. 4

Dallas County, Texas

NOTICE OF DEPOSIT

TO THE HONORABLE JUDGE OF SAID COURT:

Come now Dallas Area Rapid Transit and Town of Addison, Petitioners in the above numbered and styled eminent domain proceeding, and respectfully show the Court the following:

I.

The written Commissioners Report and Award in this proceeding was filed with the Judge of this Court on August 13, 1997. The amount of damages awarded to the defendants, as adjudged against the Petitioner by the Special Commissioners is Two Million Eight Hundred Ninety Nine Thousand Five Hundred Dollars (\$2,899,500.00 ).

II.

The Petitioners desire to enter upon and take possession of the property being condemned and taken in this cause, pending further litigation. In order that it may do so, Petitioners this day deposit into the registry of the Court the amount of money awarded to Defendants by the Special Commissioners. This deposit is being made by delivering to the Clerk of this Court a check from Dallas Area Rapid Transit, numbered 0276169, dated August 21, 1997, in the amount of \$2,899,500.00, payable to "Earl Bullock, County Clerk", and subject to the order of the defendants.

III.

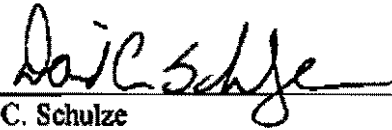
By reason of this deposit Petitioners are now entitled to enter upon and take possession of the property being condemned and taken in this eminent domain proceeding.

WHEREFORE, premises considered, Petitioners pray that this Honorable Court issue such Order as may be necessary and proper for the enforcement of Petitioners' right to enter upon and take possession of the property that is the subject of this cause.

Respectfully submitted,

OFFICE OF THE GENERAL COUNSEL  
DALLAS AREA RAPID TRANSIT  
1401 Pacific Avenue, 2nd Floor  
Mailing Address: P.O. Box 660163  
Dallas, Texas 75266-7255  
(214) 749-3176  
Fax (214) 749-3660

Roland Castaneda  
General Counsel  
State Bar No. 03980600

By:   
David C. Schulze  
Assistant General Counsel  
State Bar No. 17848355

Attorneys for Petitioners  
Dallas Area Rapid Transit and  
Town of Addison

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the above and foregoing Notice of Deposit was served upon the parties listed below by certified mail return receipt requested on this 21st day of August, 1997.



David C. Schulze  
Assistant General Counsel

Mr. George Chapman  
Thompson & Knight  
1700 Pacific Avenue, Suite 3300  
Dallas, Texas 75201-4693

Michael M. Barron, Esq.  
Barron, Adler, Anderson & Potcet, L.L.P.  
808 Nueces Street  
Austin, Texas 78701

Mr. Dan Martens  
Hiersche, Martens, Hayward, Drakeley & Urbach, P.C.  
15303 Dallas Parkway, Suite 700, L.B. 17  
Dallas, Texas 75248

Ms. Elizabeth Winslow  
TIC United Corp.  
4645 North Central Expressway  
Dallas, Texas 75205

Mr. Carl Gill  
Dexton Corporation  
4807 Arapaho Road  
Dallas, Texas 75248

Mr. Brian Mitchell  
Computer People Inc.  
4801 Arapaho Road  
Dallas, Texas 78248

Citicorp North America, Inc.  
c/o C T Corporation System  
350 North St. Paul Street  
Dallas, Texas 75201

Mr. Kenneth C. Dippel  
Cowles & Thompson  
4000 NCNB Plaza  
901 Main Street  
Dallas, Texas 75202

Cause No. CC-97-00352-D


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

ORDER GRANTING WRIT OF POSSESSION

Having reviewed the Notice of Deposit that was filed with this Court on August 21, 1997, and being fully aware and advised of the circumstances and premises in this cause, the Court finds that Dallas Area Rapid Transit and Town of Addison, Petitioners, have deposited into the registry of the Court, subject to the order of Defendants, the sum of Two Million Eight Hundred Ninety Nine Thousand Five Hundred Dollars (\$2,899,500.00), being the full amount of money awarded by the Special Commissioners as compensation for the property being taken and damages, if any. It is therefore:

ORDERED, ADJUDGED AND DECREED that, in compliance with the Texas Property Code, Petitioners are entitled to take immediate possession of the property that is the subject of this proceeding. The property is more fully described in Petitioners' First Amended Statcmnt in Condemnation on file in this cause, and in Exhibit A, attached to this Order and incorporated by reference. The Clerk is hereby ordered to issue such writs as may be necessary to enforce this order.

Signed this 21<sup>st</sup> day of August, 1997.



\_\_\_\_\_  
JUDGE PRESIDING



**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;

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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 "Huit-Zollars" cap on the northwesterly line of said ABP tract;

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

For Huit-Zollars, Inc.

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

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

**EXHIBIT A**



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

Office of the General Counsel  
Roland Castañeda  
General Counsel

Assistant General Counsel  
Jerelyn Arbuckle  
Bian Beverly  
Sallie A. Crosby  
Johanna Greiner  
Paul D. Jones  
Glenn E. Larson  
Mark Niemann  
Donald L. Powers, Jr.  
David C. Schulze  
Hyattye O. Simmons  
Dora V. Torseth

August 21, 1997

Mr. John Baumgartner, P.E.  
Director of Public Works  
Town of Addison  
168001 Westgrove Drive  
P. O. Box 144  
Addison, Texas 75001-0144

*Via Fax to (972) 450-2837  
and Certified Mail*

Re: *DART and Addison v. ABP Investment #III, Ltd., et al.*  
Cause No. CC-97-00352-D

Dear Mr. Baumgartner:

With this letter please find a conformed copy of the Commissioners' Report and Award that was signed by Judge Woody on August 13, 1997. You will note that the special commissioners awarded \$2,8799,500.00 as the value of the property being acquired. DART had deposited the full amount awarded by the special commissioners into the registry of the Court this day. DART and Addison are entitled to immediate possession of the property by virtue of this deposit.

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Thank you for your courtesy and cooperation in this matter.

Yours very truly,

David C. Schulze  
Assistant General Counsel

Enclosures

c: Kenneth C. Dippel

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

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Signed this 21<sup>st</sup> day of August, 1997.



\_\_\_\_\_  
JUDGE PRESIDING

**COMBINED LAND DESCRIPTION  
ARAPAHO ROAD/ABP INVESTMENT #III, LTD. TRACT  
TOWN OF ADDISON, COUNTY OF DALLAS, TEXAS  
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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.

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

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

**EXHIBIT A**

Cause No. CC-97-00352-D

FILED  
*Earl Bullock*  
COUNTY CLERK

97 AUG 21 PM 2:24

DALLAS AREA RAPID TRANSIT and  
TOWN OF ADDISON

Petitioners,

V.

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

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Condemnation Proceeding

NO. 4

BY

DEPUTY

filed with the Judge of

the County Court at Law No. 4

Dallas County, Texas

NOTICE OF DEPOSIT

TO THE HONORABLE JUDGE OF SAID COURT:

Come now Dallas Area Rapid Transit and Town of Addison, Petitioners in the above numbered and styled eminent domain proceeding, and respectfully show the Court the following:

I.

The written Commissioners Report and Award in this proceeding was filed with the Judge of this Court on August 13, 1997. The amount of damages awarded to the defendants, as adjudged against the Petitioner by the Special Commissioners is Two Million Eight Hundred Ninety Nine Thousand Five Hundred Dollars (\$2,899,500.00 ).

II.

The Petitioners desire to enter upon and take possession of the property being condemned and taken in this cause, pending further litigation. In order that it may do so, Petitioners this day deposit into the registry of the Court the amount of money awarded to Defendants by the Special Commissioners. This deposit is being made by delivering to the Clerk of this Court a check from Dallas Area Rapid Transit, numbered 0276169, dated August 21, 1997, in the amount of \$2,899,500.00, payable to "Earl Bullock, County Clerk", and subject to the order of the defendants.

III.

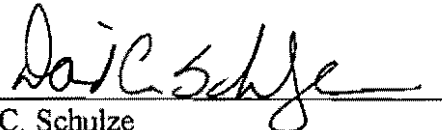
By reason of this deposit Petitioners are now entitled to enter upon and take possession of the property being condemned and taken in this eminent domain proceeding.

WHEREFORE, premises considered, Petitioners pray that this Honorable Court issue such Order as may be necessary and proper for the enforcement of Petitioners' right to enter upon and take possession of the property that is the subject of this cause.

Respectfully submitted,

OFFICE OF THE GENERAL COUNSEL  
DALLAS AREA RAPID TRANSIT  
1401 Pacific Avenue, 2nd Floor  
Mailing Address: P.O. Box 660163  
Dallas, Texas 75266-7255  
(214) 749-3176  
Fax (214) 749-3660

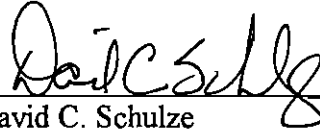
Roland Castaneda  
General Counsel  
State Bar No. 03980600

By:   
David C. Schulze  
Assistant General Counsel  
State Bar No. 17848355

Attorneys for Petitioners  
Dallas Area Rapid Transit and  
Town of Addison

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing Notice of Deposit was served upon the parties listed below by certified mail return receipt requested on this 21st day of August, 1997.



David C. Schulze  
Assistant General Counsel

Mr. George Chapman  
Thompson & Knight  
1700 Pacific Avenue, Suite 3300  
Dallas, Texas 75201-4693

Michael M. Barron, Esq.  
Barron, Adler, Anderson & Poteet, L.L.P.  
808 Nueces Street  
Austin, Texas 78701

Mr. Dan Martens  
Hiersche, Martens, Hayward, Drakeley & Urbach, P.C.  
15303 Dallas Parkway, Suite 700, L.B. 17  
Dallas, Texas 75248

Ms. Elizabeth Winslow  
TIC United Corp.  
4645 North Central Expressway  
Dallas, Texas 75205

Mr. Carl Gill  
Dexton Corporation  
4807 Arapaho Road  
Dallas, Texas 75248

Mr. Brian Mitchell  
Computer People Inc.  
4801 Arapaho Road  
Dallas, Texas 78248

Citicorp North America, Inc.  
c/o C T Corporation System  
350 North St. Paul Street  
Dallas, Texas 75201

Mr. Kenneth C. Dippel  
Cowles & Thompson  
4000 NCNB Plaza  
901 Main Street  
Dallas, Texas 75202

Cause No. CC-97-00352-D

FILED  
*Evo B...*  
08/13/97

97 AUG 13 AM 8:46

DALLAS AREA RAPID TRANSIT and  
TOWN OF ADDISON

Petitioners,

V.

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

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Condemnation Proceeding COUNTY AT LAW  
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** ..... \$ 2,899,500<sup>↑</sup>,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-DC

Morningstar Entertainment Group, Inc., a.k.a. Morning Star Entertainment .....

..... \$ -0-DC

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 12<sup>th</sup> 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<sup>th</sup> day of August, 1997.

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.

  
Eric J. Yahoudy

Registered Professional Land Surveyor  
Texas Registration No. 4862

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

**EXHIBIT A**

gcf copy

*DART and Addison v. ABP Investments #III Ltd.*

Summary of Testimony at Special Commissioners' Hearing  
August 12, 1997

DART and Addison - Glenn Silva

Income Approach - Direct Capitalization Method	\$2,620,000
Sales Comparison Approach	\$2,520,000
<b>Reconciled Value</b>	<b>\$2,600,000</b>

Pinnell - Robert D. Porcher

Income Approach - Discounted Cash Flow Method	\$2,800,000
Cost Approach	\$2,915,000
<b>Reconciled Value</b>	<b>\$2,915,000</b>

Southland Corporation

Market Rent	\$35.00 per square foot
Contract Rent	\$20.00 per square foot
Rental Advantage	\$3,503.33 per month
Present Value: \$3,503.33 @ 6.72% for 42.5 months	
<b>Rental Advantage</b>	<b>\$132,000</b>

Special Commissioners' Award

<b><u>Total Award</u></b>	<b><u>\$2,899,500</u></b>
Unapportioned amount	\$2,767,500
Southland Corporation	\$ 132,000
TIC United Corp.	\$ - 0 -
Morningstar Entertainment Group, Inc.	\$ - 0 -

Award represents an increase of \$299,500 or 11.5% over Petitioners' testimony

	Total	DART	Addison
	100%	65%	35%
Award	\$2,899,500	\$1,884,675	\$1,014,825
Testimony	\$2,600,000	\$1,690,000	\$ 910,000
Increase	\$ 299,500	\$ 194,675	\$ 104,825

FILED  
COWLES & THOMPSON

Cause No. CC-97-00352-D

97 AUG 13 11 08 46

DALLAS AREA RAPID TRANSIT and  
TOWN OF ADDISON

Petitioners,

V.

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

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Condemnation Proceeding

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 Mr. Gill.

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 ..... ~~\$ 2,177,500.00~~ <sup>by</sup> <sup>msw</sup> <sup>8/8</sup> \$ 2,899,500.00

ABP Investment #111, 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 ..... \$ 132,000.00

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- No.

Morningstar Entertainment Group, Inc., a.k.a. Morning Star Entertainment ..... \$ -0- No.

Computer Ppeople 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 12<sup>th</sup> day of August, 1997.

Martha B. Mercer

Christina K. Meyer

Don D. Davis

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 \_\_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
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. Yahoudy  
Registered Professional Land Surveyor  
Texas Registration No. 4862

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

**EXHIBIT A**

ARAPAHO ROAD EXTENSION - TOLLWAY TO MARSH LANE  
RIGHT-OF-WAY COSTS

Parcel No.	Owner Address	\$/ SF	60' R.O.W.		84' R.O.W.	
			Area (S.F.)	Cost	Area (S.F.)	Cost
1		\$10.00	1,575	\$15,750	1,575	\$15,750
2	J.B. Cline	\$5.00	33,000	\$165,000	58,500	\$292,500
3	Ben Pinnel	\$15.00	20,000	\$300,000	30,000	\$450,000
4	Brick Yard - right-of-way	\$5.00	0	\$0	7,000	\$35,000
	Brick Yard - unusable remainder	\$5.00	8,300	\$41,500	8,300	\$41,500
5	Southern Pacific Lines	\$5.00	56,000	\$280,000	78,000	\$390,000
6	City of Dallas - Beltway Reservoir	\$5.00	0	\$0	11,000	\$55,000
7	Brinker Tract	\$5.00	0	\$0	16,900	\$84,500
8	Roadway Inn	\$7.50	22,200	\$166,500	29,700	\$222,750
9	Yoplait Yogurt	\$12.50	12,000	\$150,000	19,400	\$242,500
10	15101 Midway - right-of-way	\$20.00	32,000	\$640,000	47,000	\$940,000
	15101 Midway - unusable remainder	\$20.00	121,000	\$2,420,000	106,000	\$2,120,000
11	4139 Centurion Way	\$10.00	1,100	\$11,000	5,400	\$54,000
12	4131 Centurion Way	\$10.00	0	\$0	3,100	\$31,000
13	4125 Centurion Way	\$10.00	0	\$0	2,400	\$24,000
14	4101 Centurion Way	\$10.00	450	\$4,500	2,000	\$20,000
15	Mini- Warehouses	\$18.00	42,600	\$766,800	60,300	\$1,085,400
16	Bob Hall - 15115 Surveyor	\$20.00	79,200	\$1,584,000	79,200	\$1,584,000
17	TU Electric	\$0.00	6,000	\$0	8,400	\$0
18	Vacant tract on Realty Lane	\$5.00	0	\$0	5,800	\$29,000
19	3801 Realty Lane	\$10.00	0	\$0	8,400	\$84,000
20	3799 Realty Lane	\$10.00	5,000	\$50,000	9,900	\$99,000
21	Developed tract s.w. corner Marsh & Realty	\$10.00	0	\$0	11,200	\$112,000
22	South side Realty between Business & Commercial	\$5.00	0	\$0	5,500	\$27,500
23	Tract north of Addison Bank	\$5.00	0	\$0	4,000	\$20,000
24	S.E. corner of Runyon & Centurion Way	\$10.00	0	\$0	2,800	\$28,000
25	tract to the east of tract 24	\$10.00	0	\$0	2,100	\$21,000
26	tract to the east of tract 25	\$10.00	0	\$0	6,300	\$63,000
TOTAL				\$6,595,050		\$8,171,400

**BARTON-ASCHMAN ASSOCIATES, INC.**

5485 Belt Line Road, Suite 199 • Dallas, Texas 75240 USA • (214) 991-1900 • Fax: (214) 490-9261

**DRAFT  
MEMORANDUM**

**TO:** John Baumgartner

**FROM:** Robert Wunderlich *RCW*  
Gary Jost *GJ*

**DATE:** February 4, 1994

**SUBJECT:** Analysis of Cross-Section Requirements For Arapaho Road

---

This memorandum presents the findings of an evaluation of two alternative roadway cross sections for the proposed extension of Arapaho Road in Addison, Texas. The alternatives include a four lane divided ( with median) roadway constructed in an eighty-four foot right-of-way and a four lane undivided roadway constructed in a sixty foot right-of-way. This study evaluates the benefits and impacts of each of the alternatives on roadway operations and safety, capacity, and cost.

**BACKGROUND**

The Town of Addison has long recognized the need for additional east-west roadway capacity within the Town limits. Presently, the demand for east-west capacity is served predominantly by Belt Line Road. Development along this regional six-lane arterial has steadily increased traffic volumes over the past several years. Recent traffic counts conducted along Belt Line Road revealed 24-hour volumes in excess of 50,000 vehicles, well above the design capacity of the roadway. Traffic volumes have increased along the roadway at an annual rate of over three percent (3%).

**Thoroughfare Planning**

There have been several alternatives discussed for providing additional east-west capacity within the Town. These alternatives, as well as other transportation needs, were analyzed in December 1992, as part of the development of a comprehensive transportation plan to meet the existing and future needs of the Town. This plan was adopted by the Town's Council in January, 1993.

As part of the Thoroughfare Plan Study, a roadway functional classification system was developed to serve the variety of transportation needs within the Town. This functional classification of roadways was prepared to provide an underlying basis for determining the following:

- Desired degree of continuity
- Capacity level
- Traffic control strategy
- Design speeds and other design standards
- Degree of access control

Using these characteristics, the Town adopted the following five roadway classifications:

- Principal arterial - six lane divided
- Minor arterial - four lane divided
- Commercial collector - four lane undivided
- Residential collector - two lane undivided (36')
- Residential local - two lane undivided (27')

These classifications were used to develop a system of roadways where the specific performance characteristics of each roadway we matched to the demand.

#### Planning Capacity

An important element of the Thoroughfare Plan Development process was to provide the necessary roadway capacity to meet the existing and future travel demand within the Town. The effective capacity of any particular roadway is dependent on several factors, including horizontal and vertical curvature, signal spacing, signal operation, and level of access control to adjacent properties.

Considering these elements, the North Central Texas Council of Governments has developed capacities for various roadway classifications for use in their transportation planning efforts throughout the region. These planning capacities are typically used in determining roadway cross-section requirements and classifications. These same capacities were used in the Town's Thoroughfare Plan for Four Lane Roadways. The following daily capacities were assumed:

Four lane divided:	28,000	vehicles per day
Four lane undivided:	25,000	vehicles per day

#### Projected Arapaho Road Volumes

Several roadway network alternatives were evaluated using the NCTCOG's travel demand forecasting models and projected and recommended cross-section population and employment levels. To provide additional east-west capacity, the preferred roadway network included both the planned Keller Springs Toll Tunnel and the extension of Arapaho Road from Addison Road to Marsh Lane. The daily volumes on the Arapaho Road extension are projected to be as high as 40,000 vpd in certain segments of the roadway. This projected volume exceeds the planning capacity of a four lane design, but the assessment of the Town staff and

thoroughfare plan steering committee concluded that a four lane divided roadway was the most realistic designation for this arterial. This recommendation was contained in the final thoroughfare plan document approved by Town Council.

## **COMPARISON OF ALTERNATE CROSS-SECTIONS**

The following sections contain comparisons of the two alternative cross-sections for the proposed Arapaho Road extension. Separate sections describe the operations and safety characteristics, PM peak hour level of service and cost differences between the two alternatives.

### **Operations and Safety Characteristics**

The four lane undivided roadway does not provide special provisions for left turning vehicles and that through vehicles are frequently delayed by left turning vehicles. Traffic turning to other streets and driveways can create rear-end conflicts and lane change maneuvers by drivers seeking to avoid delay which in turn can create capacity and safety problems. Undivided roadways also do not provide a refuge area for pedestrians crossing the street and the entire width must be crossed in one movement.

In terms of capacity, left turning vehicles create disruptions to through traffic at intersections and mid-block areas. Through vehicles are delayed until the left turning vehicles can complete their turn. This is particularly critical at signalized intersections, where left turns are delayed because opposing traffic is concentrated and the lack of left turn lanes limits the ability to provide left turn signal phases to reduce delay. Operational analyses conducted as part of a national research effort indicate that the four lane undivided is less desirable in terms of level of service and capacity in mid-block areas than the divided cross-section under high volume conditions such as those projected for Arapaho Road.<sup>1</sup> An analysis of the projected peak-hour intersection is detailed in a subsequent section of this memo.

The undivided cross-section generally has a higher accident rate than roads which make provisions for left turning vehicles. Research indicates that accidents can be reduced an average of 45 percent by implementing left turn provisions on a previously undivided roadway.<sup>1</sup> Other recent research indicates that in suburban areas, raised curb medians provide a significantly lower vehicle accident rate than undivided cross-sections. The pedestrian accident rate was also found to be significantly lower on divided than undivided roadways.<sup>2</sup>

### **PM Peak Hour Intersection Operations**

The ability of a roadway to meet the transportation needs of the Town is dependent on many variables. The optimum operation of signalized intersection is one such key element. Traffic signals assign the right-of-way to the various movements allowed at the intersection. When right-of-way is assigned to compatible movements, all conflicting movements must stop,

effectively causing the capacity of that movement to be zero. The ability to effectively supply signal timing plans which minimize the stops at the intersection allows us to maximize the effective capacity of the intersections.

Turning movements at intersections are often sufficiently high to require special phasing operations for optimum operation. Without the opportunity to separate turning vehicles from through vehicles, signal operation cannot be optimized and traffic conditions are impacted.

An analysis of projected PM peak hour conditions at Midway and Arapaho was performed to quantify the differences between the divided and undivided cross-sections. Turning movements levels were estimated based on NCTCOG projected volumes and Highway Capacity Manual methods were used to analyze the level of service provided by each option.

Two scenarios were evaluated, the long-term projections and an interim period where Arapaho volumes were one-half of the ultimate projection. The results of this analysis are shown in Table 1.

<b>TABLE 1 PM PEAK HOUR LEVEL OF SERVICE ARAPAHO AT MIDWAY INTERSECTION</b>		
<b>Scenario</b>	<b>Divided</b>	<b>Undivided</b>
<b>Long-term</b>	<b>E (At Capacity)</b>	<b>* (Failure)</b>
<b>Interim</b>	<b>D (Acceptable)</b>	<b>E (Capacity)</b>

At the full projected volume condition, the intersection is at capacity with a divided roadway on Arapaho. Without left turn lanes on Arapaho, east-west capacity is overwhelmed by traffic demand and the result would be very high levels of congestion.

In the interim scenario, an acceptable level of service is provided by the divided cross-section but the undivided roadway results in at-capacity conditions. The resulting average delay to individual vehicles of about 52 seconds is forty percent greater than that experienced with the divided cross-section.

#### **Estimated Costs**

Costs have been estimated for each cross-section. Barton-Aschman has prepared an engineer's estimate of probable construction costs and the Town staff has prepared an estimate of probable right-of-way acquisition costs. These costs are provided in Table 2.

TABLE 2 PROBABLE IMPLEMENTATION COSTS ARAPAHO ROAD FROM DALLAS PARKWAY TO MARSH LANE		
	Divided	Undivided
Construction	\$5.2 million	\$4.5 million
Right-of-Way	<u>\$8.0 million</u>	<u>\$6.6 million</u>
Total	\$13.2 million	\$11.1 million

The divided cross-section roadway is expected to cost \$2.1 million more than the undivided roadway. The additional cost is directly related to the provision of turn lanes for left turning vehicles which provide the capacity and safety benefits detailed in other sections of this memo.

#### Conclusions

Based on this evaluation, the following conclusions can be drawn.

- Projected traffic volumes prepared as part of the development of Addison's Transportation Plan indicate the need for a four lane divided roadway.
- The construction of Arapaho Road as a four lane divided arterial, as approved in the Town's Thoroughfare Plan, will provide the following benefits over an undivided cross-section:
  - Increased Capacity
  - Increased Safety
  - Improved Signal Operation
- The cost of constructing Arapaho Road as a four lane divided arterial will cost approximately nineteen percent more than an undivided roadway.

#### References

1. Harwood, D. W., "Effective Utilization of Street Width on Urban Arterials," NCHRP Report 330, Transportation Research Board (August 1990) 49 pp.
2. Bowman, Brian L. and Robert L. Vecellio, "The Effect of Urban/Suburban Median Types on Both Vehicular and Pedestrian Safety," presented at the 73rd Annual Meeting of the Transportation Research Board, January 9-13, 1994, Washington, D.C.



**BARTON-ASCHMAN ASSOCIATES, INC.**

---

5485 Belt Line Road, Suite 199 • Dallas, Texas 75240 USA • (214) 991-1900 • Fax (214) 490-9261

April 1, 1993

Mr. Ron Whitehead  
City Manager  
Town of Addison  
5300 Belt Line Road  
Addison, Texas 75001

**RE: Arapaho Road Alignment**

Dear Mr. Whitehead:

Barton-Aschman Associates, Inc. is pleased to provide a thoroughfare alignment study for Arapaho Road from Marsh Lane to Dallas Parkway.

The alignment study for Arapaho Road from Addison Road to Dallas Parkway will consist of the following:

- Field surveying to establish existing property lines, building locations, existing right-of-way.
- Calculated right-of-way alignment based on field surveys.
- Detailed right-of-way alignment map.
- Right-of-way descriptions for proposed right-of-way.

The alignment study for Arapaho Road from Marsh Lane to Addison Road will consist of the following:

- Establish existing property lines from recorded subdivision plats.
- Locate buildings and existing pavement by on-the-ground observation.
- Establish alignment on a large-scale alignment map.


The anticipated costs for field surveying, expenses, and engineering effort is \$9,500.00. We are prepared to begin the work immediately with completion within four (4) weeks.

Mr. Ron Whitehead  
April 1, 1993  
Page 2

We have initiated work based on your verbal authorization. If this does not agree with your understanding, please contact me immediately. We appreciate to opportunity to work with you again.

Sincerely,

**BARTON-ASCHMAN ASSOCIATES, INC.**

  
Gary D. Jost, P.E.  
Vice President

GDJ:tdb

ron\arapaho.tr

Town of Addison  
6524 30 90700

FILE

RESOLUTION R93-034

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING AN EXPENDITURE IN THE AMOUNT OF \$9,500. FOR AN ALIGNMENT STUDY FOR THE EXTENSION OF ARAPAHO ROAD, TO BE CONDUCTED BY BARTON-ASCHMAN ASSOCIATES, INC.

WHEREAS, Barton-Aschman Associates, Inc. serves as the traffic consultant to the Town; and

WHEREAS, the Town has adopted a Transportation and Thoroughfare Plan which includes the extension of Arapaho Road west to Marsh Lane; and

WHEREAS, Barton-Aschman has agreed to provide: field surveying, calculated right-of-way alignment, detailed right-of-way alignment map, right-of-way descriptions for proposed right-of-way, establishment of existing property lines from recorded subdivision plats, location of buildings and existing pavement by on-the-ground observation, and establishment of alignment on a large scale alignment map; and

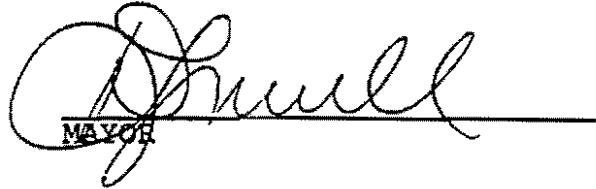
WHEREAS, The anticipated costs for field surveying, expenses, and engineering effort is \$9,500.; and

WHEREAS, the Town has funds available for the work;

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

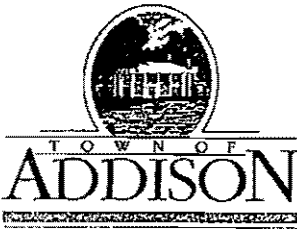
THAT, the Town of Addison does hereby approve an expenditure in the amount of \$9,500. for a thoroughfare alignment study for Arapaho Road, to be conducted by Barton-Aschman, Associates, Inc.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,  
TEXAS, this the 13th day of April, 1993.

  
MAYOR

ATTEST:

  
CITY SECRETARY



**PUBLIC WORKS DEPARTMENT**

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove

June 2, 1995

ABP Investments III, Ltd.  
c/o Mr. Ben Pinnell  
Rt. 13 Box 135  
Denton, Texas 76201  
Certified Mail Receipt # Z 413 960 810

Re: Arapaho Road Realignment

Dear Mr. Pinnell:

As we have previously discussed, the Town of Addison will be realigning Arapaho Road and seeking to acquire 33,585 square feet of land from the tract of land you own at the corner of Addison Road and Arapaho Road. A sketch indicating the affected land area is enclosed.

After our most recent discussions regarding land value and compensation due to you, we have had the property reappraised. The City Council has directed me to make an official offer to purchase your 33,585 square feet of land needed for the Arapaho Road realignment. The offer is \$650,000 in compensation for the land acquired and any and all damages to the remainder, including the interests of all lessees. This offer is based on the reappraisal.

To accept this offer, you may contact Mr. Pat Haggerty at 233-3333 to make arrangements to close this real estate transaction. The City will pay all necessary closing costs.

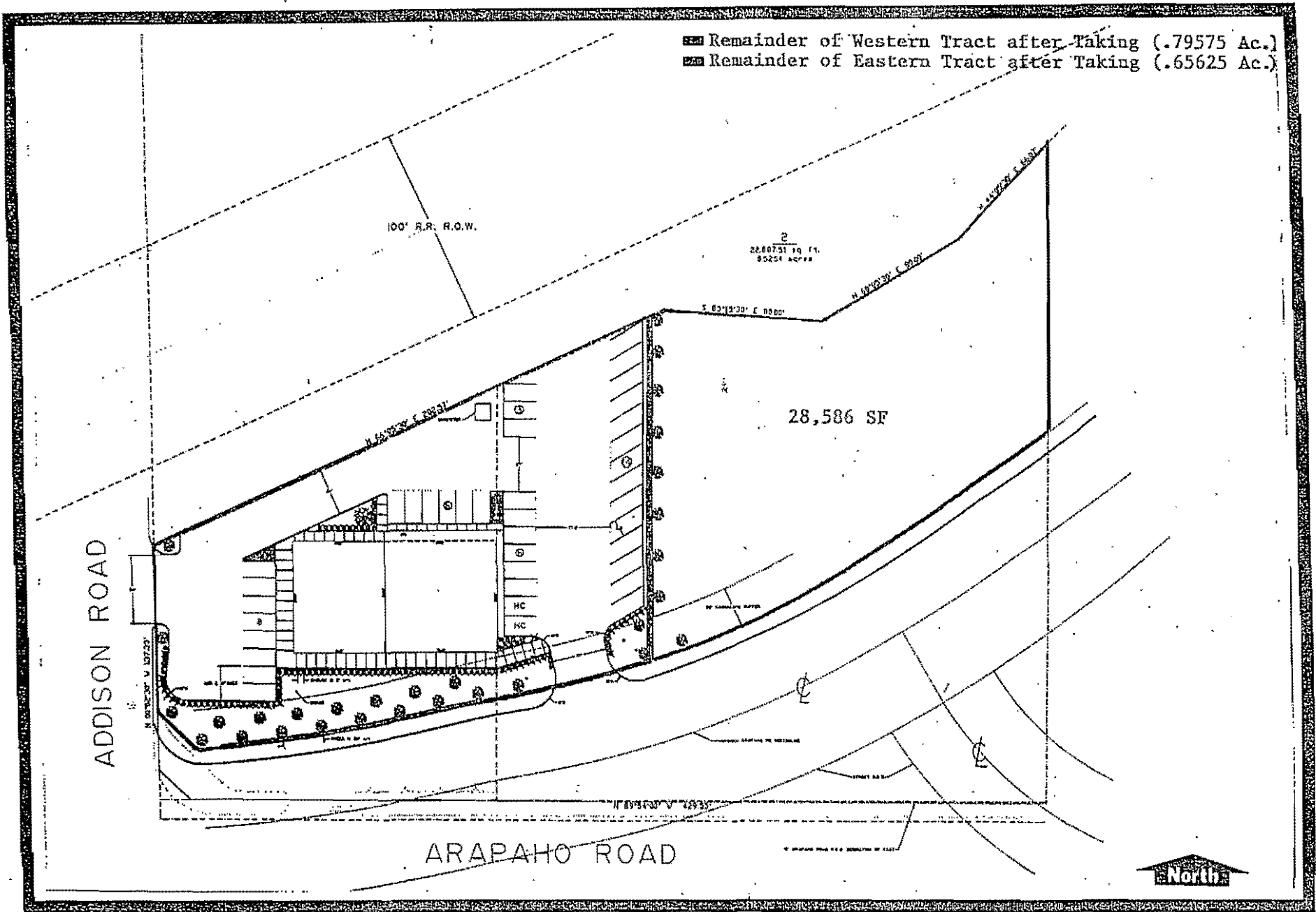
If we have not heard from you within fifteen (15) days, we will assume the offer is declined.

Sincerely,

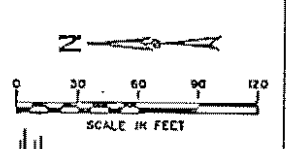
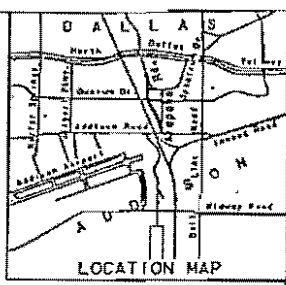
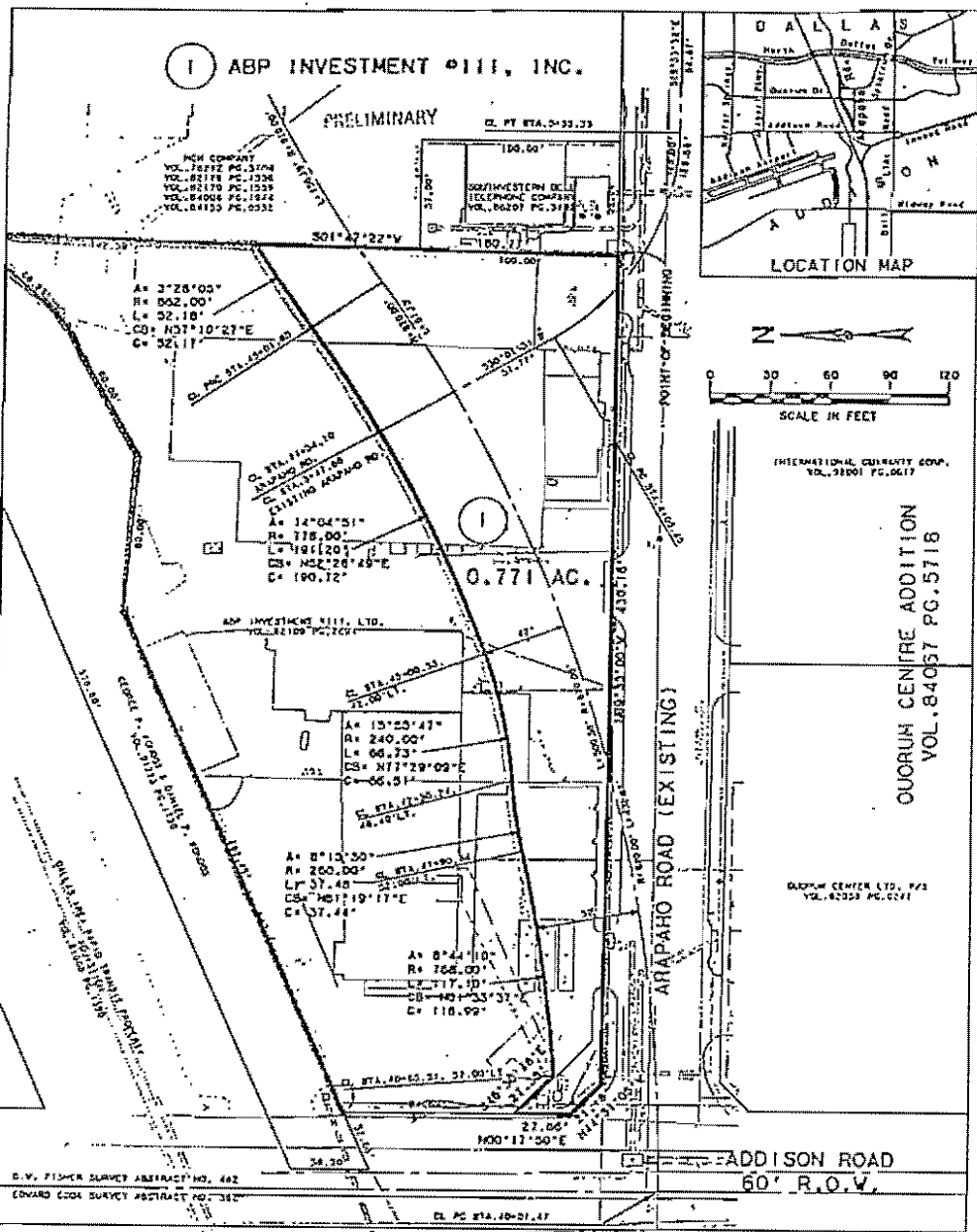
John R. Baumgartner, P.E.  
Director of Public Works

cc: Mr. Pat Haggerty  
Mr. Ron Whitehead

DOC # 264787



Site Survey - Remainders After the Taking



INTERNATIONAL CURRENCY CORP.  
VOL. 98001 PG. 0617

QUORUM CENTRE ADDITION  
VOL. 84057 PG. 5718

QUORUM CENTER LTD. #12  
VOL. 42358 PG. 0281

This is to certify that the above survey was made under my supervision and that the same and bounds shown therein are true and correct to the best of my knowledge.

For Huitt-Zollars, Inc.

PRELIMINARY REVIEW COPY

DALE A. SMITH, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 412

BASE OF BEARINGS: The center-line bearing of existing Arapaho Road as per platting instrument going on file.

<p><b>HUITT-ZOLLARS</b> 3021 MEYER AVE./SUITE 800 DALLAS, TEXAS 75244-4100</p>	<p><b>ARAPAHO ROAD</b> RIGHT-OF-WAY EXHIBIT TOWN OF ADDISON, TEXAS</p>	<p>For: Town of Addison Public Works 18801 Vestgrove, Addison, TX 75001 EXHIBIT PARCEL NO. 1 OWNER: ABP INVESTMENT #111, INC. AREA: 0.771 ACRE DATE: MAR. 13, 1992</p>
--	--	--

- ▣ Entire Tract (2.223 Acres)
- ▣ Part Taken (.771 Acres)
- ▣ Remainder (1.452 Acres)



**Site Survey - Entire Parcel**

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:  
 ABP Investments III, Ltd.  
 c/o Mr. Ben Pinnell  
 Rt. 13 Box 135  
 Denton, Texas 76201

4a. Article Number  
 Z 413 960 810

4b. Service Type  
 Registered  Insured  
 Certified  COD  
 Express Mail  Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)

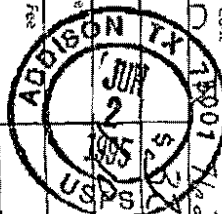
PS Form 3811, December 1991. U.S. GPO: 1992-323-402 DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

PS Form 3800, March 1993

Sent to Mr. Ben Pinnell	
Street and No. Rt. 13 Box 135	
P.O., State and Zip Code Denton, TX 76201	
Postage \$ 2.50	
Certified fee \$ 2.50	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1/10
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$ 7.50
Postmark or Date	

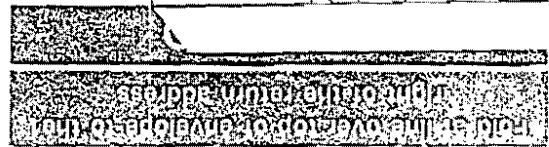
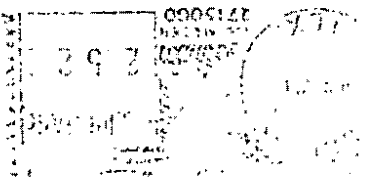
BP Investments III, Ltd.  
 c/o Mr. Ben Pinnell  
 Rt. 13 Box 135  
 Denton, Texas 76201



Receipt for Certified Mail  
 No Insurance Coverage Provided  
 Do not use for International Mail  
 (See Reverse)

*W. A. [Signature]*

Z 413 960 810







TOWN OF  
**ADDISON**

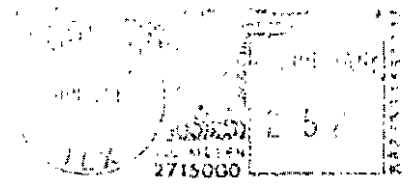
PUBLIC WORKS DEPT.  
P.O. Box 144 Addison, Texas 75001

Fold at line over top of envelope to the  
right of the return address

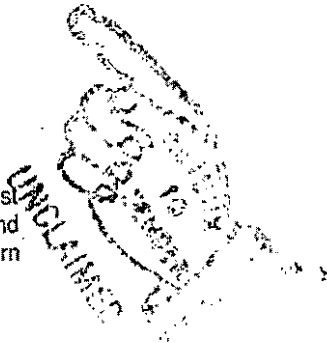
**CERTIFIED**

Z 413 960 810

**MAIL**



NOTICE  
6-3 1st  
6-10 2nd  
6-14 Return



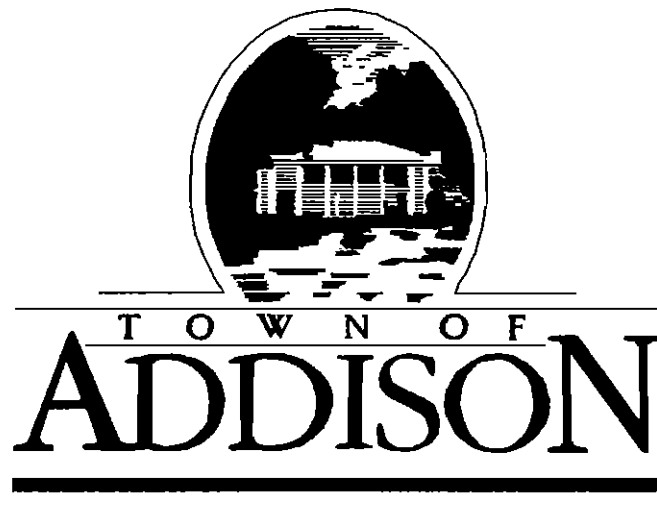
ABP Investments III, Ltd.  
C/o Mr. Ben Pinnell  
Rt. 13 Box 135  
Denton, Texas 76201



PS Form 3800, March 1993 (Reverse)

**ALIGNMENT STUDY REPORT**  
**FOR**  
**PROPOSED ARAPAHO ROAD EXTENSION**

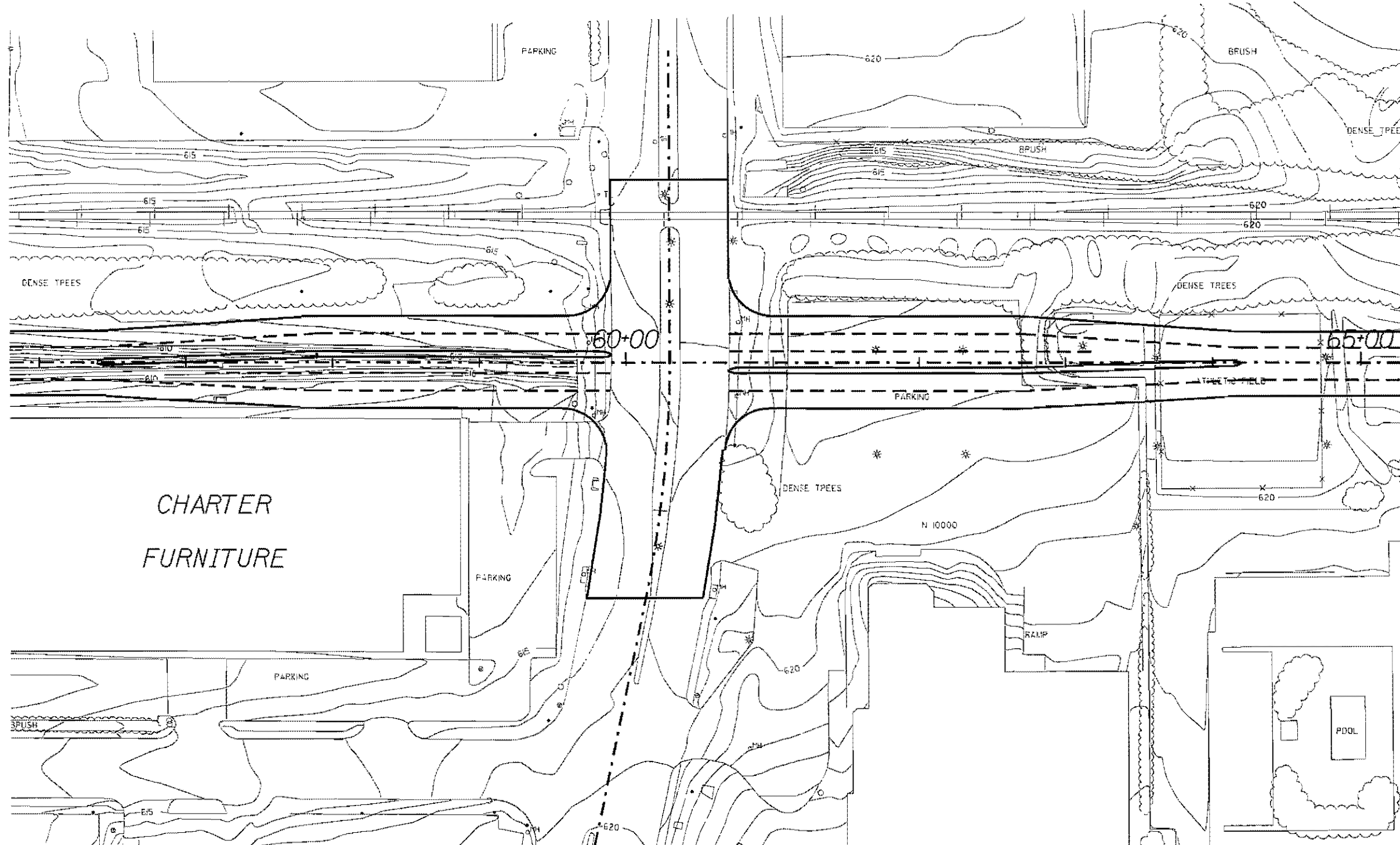
*Prepared for the*  
**TOWN OF ADDISON**



*Prepared By*

HNTB Corporation  
GBW Engineers, Inc.  
Jack Hatchell & Associates

**JANUARY 1999**



24824 g:\33788\h\add\arap\arap10a.dgn 23-FEB-1999

No.	Revision	By	Date			
CONCEPTUAL ALIGNMENT STUDIES						
ARAPAHO ROAD EXTENSION						
MIDWAY AT ARAPAHO - AT GRADE INTERSECTION						
TOWN OF ADDISON, TEXAS						
<small>ARCHITECTS ENGINEERS PLANNERS The HNTB Company</small>						
Designed	Drawn	Appr.	Scale	Date	Project No.	Sheet No.
MJM	MJM	CES		2/23/99	25768	1 OF 1

# ALIGNMENT STUDY REPORT

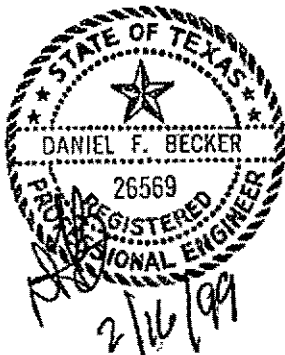
## ARAPAHO ROAD EXTENSION

for the

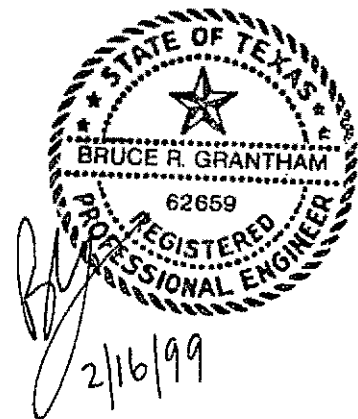
**TOWN OF ADDISON**

Prepared by:

HNTB Corporation  
GBW Engineers, Inc.  
Jack Hatchell & Associates



January, 1999



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### LIST OF EXHIBITS

Exhibit A	Centurion Way Alignment
Exhibit B	Divided Roadway Alignment
Exhibit C	DART Railroad Alignment
Exhibit D	Enhanced Photograph - Midway Overpass
Exhibit E	Technically Preferred Alignment (map pocket)
Exhibit F	Right-of-way Strip Map (map pocket)

## *Executive Summary*

---

In February of 1998, the Town of Addison retained a team of consultants, lead by HNTB Corporation, to study an extension of Arapaho Road as a four lane roadway from Addison Road west to Marsh Lane. The purpose of the Arapaho Road extension is to relieve traffic congestion on roadways in the project vicinity, particularly on Belt Line Road, the primary east-west thoroughfare.

The project team conducted a traffic study which showed that an Arapaho Road extension would reduce traffic volumes on Belt Line Road and Midway Road. The traffic study also indicated that the section of Arapaho Road east of Midway Road should be constructed as a four-lane divided facility based on projected traffic volumes. West of Midway Road, Arapaho Road can be constructed as a four-lane undivided roadway if no entry or exit ramps are installed.

The proposed extension, which is approximately 7,800 feet in length, includes intersections at Addison Road, Midway Road, Surveyor Boulevard, Commerce Street and Marsh Lane. Presently, the section of Arapaho Road from just west of the North Dallas Tollway to Addison Road is under construction.

From Addison Road to Marsh Lane, the project corridor must fit between Belt Line Road to the south and the Dallas Area Rapid Transit (DART) owned railroad to the north. At the east end, the roadway must be a continuation of the portion of Arapaho Road which is presently under construction, and at the west end it must align with existing Realty Road on the Farmers Branch side of Marsh Lane.

Within this corridor, the project team analyzed the following three general alignments for the Arapaho Road extension.

- Centurion Way alignment
- Divided Roadway alignment
- DART Railroad alignment

Exhibits A, B and C within Section 2 of the report show these alignments. Due to the constraints presented by the intersections at either end of the project, an electrical substation on the west side of Surveyor Boulevard, existing buildings in the project corridor and the DART railroad, there is no viable alternative to the alignment sections east of Midway Road and west of Surveyor Boulevard.

Although the Centurion Way alignment benefits from the use of an existing right-of-way, it requires the purchase of the Charter Furniture property. In addition, at the west end of Centurion Way where the street turns 90 degrees to the south and becomes Runyon Road, this alignment divides the Mini Warehouse facility in two and requires the removal of a significant portion of the buildings on that property.

## *Executive Summary (cont'd)*

---

The divided roadway alignment requires the purchase of Charter Furniture and a smaller portion of the Mini Warehouse property than the Centurion Way alignment. This alignment also results in less convenient access for vehicles entering or exiting the buildings along Centurion Way, which currently carries two-way traffic. If, as part of this alignment, an underpass or overpass were constructed at Midway Road, access to the buildings closest to Midway would be severely impacted.

The DART railroad alignment allows Centurion Way to remain in place as a service road for the adjacent buildings. Furthermore, no purchase of the Charter Furniture building is required, and only a corner of the Mini Warehouse property is impacted. Given the potential access and cost benefits associated with the DART railroad alignment, a more in-depth evaluation of its viability was conducted.

The analysis of the DART railroad alignment primarily focuses on the intersection at Midway Road. Southbound traffic queues currently extend on Midway Road from Belt Line Road to north of the DART railroad during much of the day. Consequently, an at-grade crossing of Arapaho Road at Midway Road may not be feasible without providing dual-coordination of the traffic signals along Midway and Belt Line Roads.

The grade separated options, with or without ramps, all reduce traffic on Belt Line and Midway Roads with one exception. If entry/exit ramps are included at Midway Road on the south side of Arapaho Road, then traffic on Midway Road is increased between proposed Arapaho Road and Belt Line Road. As a result, the following six horizontal and vertical alignment options at the Midway Road intersection were evaluated .

- Option 1 – Overpass at Midway Road with Entry/Exit Ramps on the North Side of Proposed Arapaho Road
- Option 2 – Underpass at Midway Road with Entry/Exit Ramps on the North Side of Proposed Arapaho Road
- Option 3 – Overpass at Midway Road Without Ramps (*similar alignment to Option 2*)
- Option 4 – Underpass at Midway Road Without Ramps (*similar alignment to Option 2*)
- Option 5 – Overpass Without Ramps, No Taking of Charter Furniture Warehouse
- Option 6 – Underpass Without Ramps, No Taking of Charter Furniture Warehouse

Due to extensive utility relocations in a tight construction corridor, the viability of Option 6 is questionable at this point. If the Town wanted to pursue this option, further coordination would be necessary with DART and DWU prior to developing an Opinion of Probable Cost.

Three overpass and three underpass options were evaluated, and in each case the corresponding underpass option was more expensive. An underpass may be more visually appealing than an overpass, however, the narrowing of Midway Road to facilitate construction would increase traffic delays during the 12 months of construction. Given the increased project cost and the impact on



## *Executive Summary (cont'd)*

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Midway Road traffic during construction associated with the underpass options, an overpass is preferred.

Overpass Option 1 requires the purchase of the Charter Furniture and MNBA buildings in order to make the entry ramp onto Arapaho Road safe at the merge point. Overpass Option 3, like Option 5, has no ramps, however, it would require the purchase of the Charter Furniture building. Of the three overpass options, Option 5 is the only one which does not require the purchase of either the Charter Furniture or MNBA buildings. Option 5 places the edge of the overpass structure 10 feet from the MNBA building and 15 feet from the Charter Furniture building, with a two-and-a-half-foot sidewalk for emergency access on both sides of the overpass. In addition, it would require DWU of accept 20 feet for maintenance of their 60-inch water line.

Given the escalating cost of real estate and the traffic impacts, neither the additional construction area associated with Option 3 nor the ramps associated with Option 1 appear to justify the required property purchases. Therefore, it is our recommendation that Option 5, an overpass without ramps at Midway Road and no building takes at this location, be selected as the Technically Preferred Alternative.

The following issues will need to be resolved to facilitate construction of the Technically Preferred Alignment.

- Use the southern 10 feet of a 30-foot DWU easement which is contiguous with the DART railroad right-of-way and contains a 60-inch transmission main.
- Gain permission from Union Pacific to cross the railroad wye spur.
- Design construction sequencing plans for the affected intersections at Addison Road, Midway Road, Surveyor Boulevard, Commerce Street and Marsh Lane.
- Consider measures to improve the aesthetics of the Midway Road overpass in order to integrate the structure with the neighborhood.
- Evaluate extending the column supports from Midway Road to the west end of the MNBA building in order to maintain visibility of Charter Furniture for southbound motorists on Midway Road and to facilitate covered parking under the roadway deck for both properties.
- Proceed with the acquisition of right-of-way and the property remainders which are deemed unusable.

The Town of Addison may wish to consider phasing the construction of the Technically Preferred Alignment. This section describes two separate phases of construction.

- Phase 1 - Marsh Lane to Surveyor Boulevard

The expansion of existing Realty Road east of Marsh Lane and the extension of Realty Road

## *Executive Summary (cont'd)*

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from the 90° bend at Commerce Street east to Surveyor Boulevard could be constructed separately from the balance of the project. This would provide a direct four-lane connection from Marsh Lane to Surveyor Boulevard for east- and west-bound traffic. Realty Road would be widened from a 41-foot wide two-lane roadway to a 45-foot four lane undivided roadway within its existing limits. The estimated construction cost for this phase, including right-of-way, is \$ 4,093,344.00.

- Phase 2 - Surveyor Boulevard to Addison Road

The overpass at Midway Road dictates that the roadway be constructed from Addison Road to Surveyor Boulevard as one phase. This is by far the most costly and time-consuming phase to complete. It includes coordination with Union Pacific to obtain a crossing of the wye spur and Dallas Water Utilities to obtain use of 10 feet of their 30-foot easement. The estimated construction cost for this phase, including right-of-way, is \$ 13,098,120.00.

The combined estimated construction cost for the Arapaho Road extension, including both phases, is \$ 17,191,464.00.

From Addison Road to Marsh Lane, the project corridor must fit between Belt Line Road to the south and the Dallas Area Rapid Transit (DART) owned railroad to the north. At the east end, the roadway must be a continuation of the portion of Arapaho Road which is presently under construction, and at the west end it must align with existing Realty Road on the Farmers Branch side of Marsh Lane.

Within this corridor, the project team analyzed three general alignments for the Arapaho Road extension.

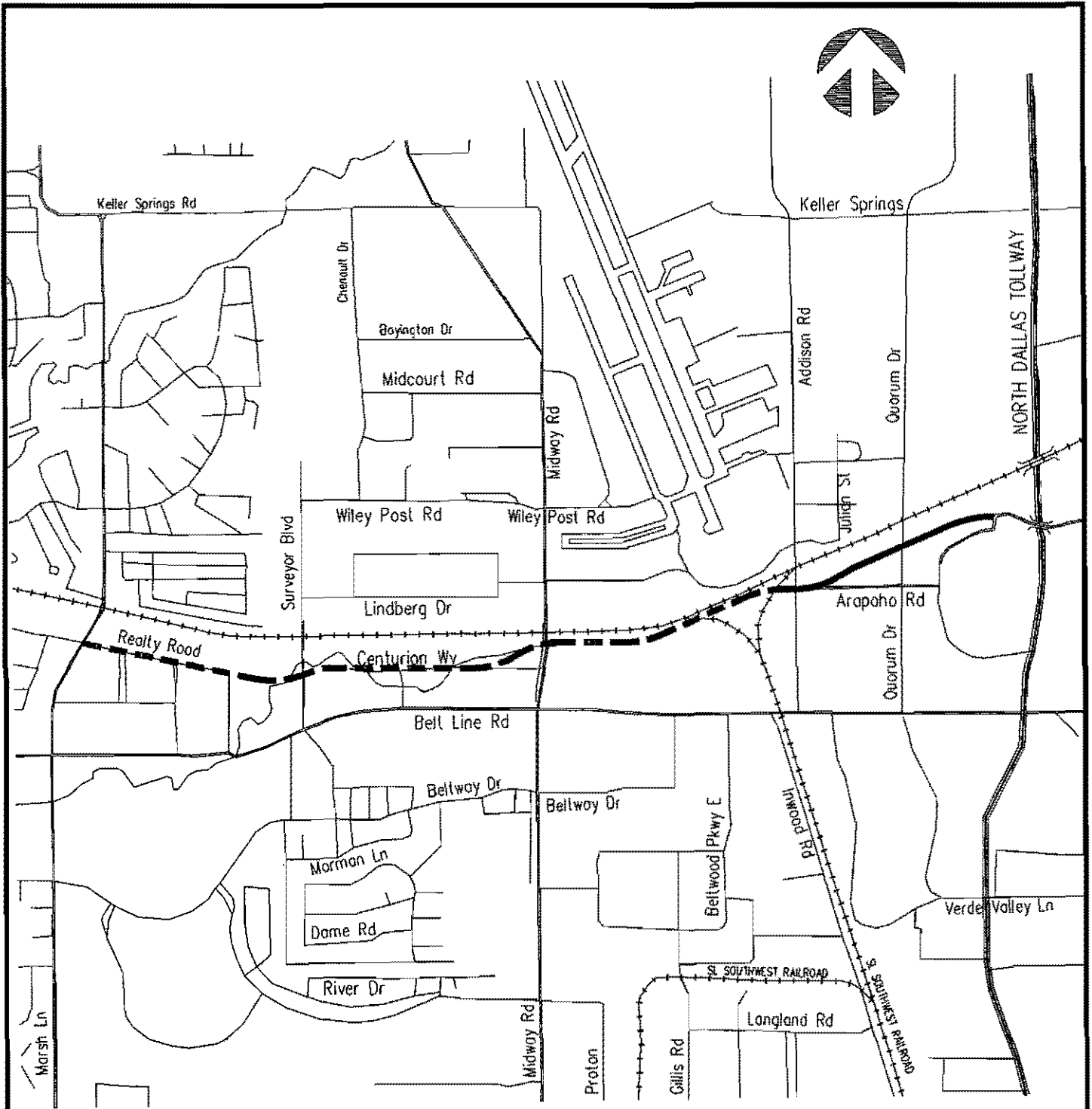
### **2.1 Centurion Way Alignment**

The Centurion Way alignment, which had been identified at a conceptual level in a previous study, makes two at-grade crossings of a Union Pacific railroad wye spur just west of Addison Road. It then extends easterly between the DART railroad on the north side and several buildings on the south side, including Iceoplex, Motel 6, Homewood Suites and Super 6. After this alignment crosses Midway Road, it angles toward the southeast as it passes through the Charter Furniture Building before bending back to the east along the existing Centurion Way right-of-way. At the end of Centurion Way, this alignment passes through a Mini Warehouse facility on the east side of Surveyor Boulevard. On the west side of Surveyor Boulevard, it passes through a light commercial building before crossing a concrete lined channel behind Addison Bank and an open field east of Realty Road. The alignment then follows Realty Road to the Marsh Lane intersection. (See Exhibit A).

Due to the constraints presented by the intersections at either end of the project, an electrical substation on the west side of Surveyor Boulevard, existing buildings in the project corridor and the DART railroad, there are very few viable alternatives to the alignment sections east of Midway Road and west of Surveyor Boulevard. Between Midway Road and Surveyor Boulevard, this alignment uses the existing 60-foot wide Centurion Way right-of-way which currently contains a 41-foot wide pavement section measured from the back of curb.

Although this alignment benefits from the use of an existing right-of-way, it requires the purchase of the Charter Furniture property. In addition, at the west end of Centurion Way where the street turns 90 degrees to the south and becomes Runyon Road, this alignment divides the Mini Warehouse facility in two and requires the removal of a significant portion of the buildings on this property.

Both the north and south sides of Centurion Way are fully developed with building and parking improvements which extend out close to the existing right-of-way. The narrowest portion of this alignment is between the MNBA building on the north side and the ATC building on the south side where only 103 feet exists between these two buildings. There is not room for a four-lane divided roadway between these buildings.



PROPOSED ARAPAHO ROAD  
EXTENSION



ARAPAHO ROAD PHASE I  
( UNDER CONSTRUCTION )

PROPOSED  
ARAPAHO ROAD EXTENSION  
EXHIBIT 'A'

**CENTURION WAY ALIGNMENT**

## *Alternative Alignments (cont'd)*

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The minimum pavement width for a four lane divided roadway is 45 feet measured to the back of curb. The extra four feet of pavement widening would add to the impact on the businesses along Centurion Way which would have to gain access to and from a much busier thoroughfare.

### **2.2 Divided Roadway Alignment**

The divided roadway varies significantly from the Centurion Way alignment between Midway Road and Surveyor Boulevard. With this alignment, the roadway splits immediately west of Midway Road into two lanes of traffic in each direction. (See Exhibit B).

The two eastbound lanes follow the Centurion Way alignment described in Section 2.1. The two westbound lanes are located next to the DART railroad from Midway Road to the Mini Warehouse facility. The westbound lanes then curve toward the southeast as they cut through a corner of the Mini Warehouses before merging with the eastbound lanes just east of Surveyor Boulevard.

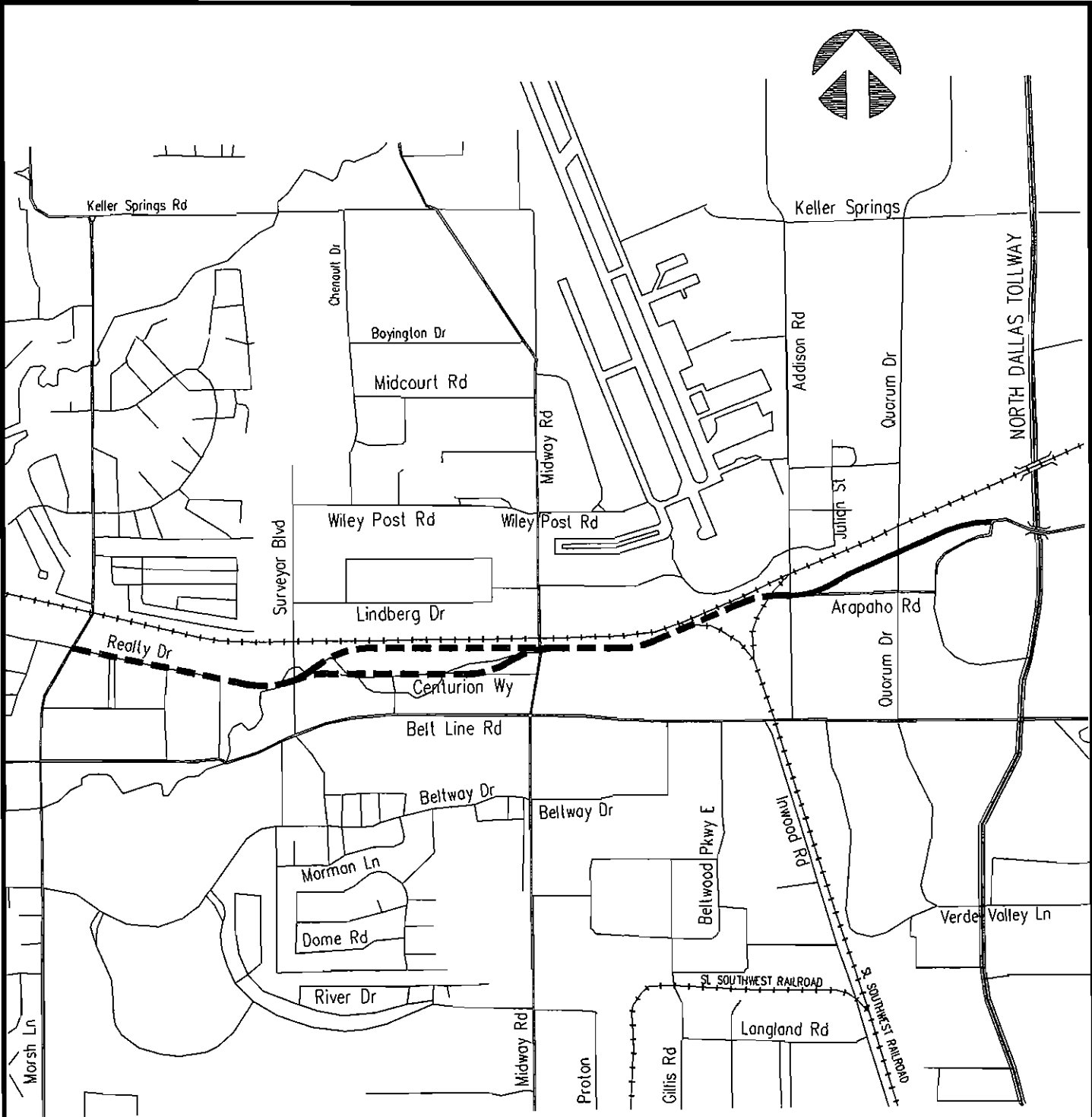
The divided roadway alignment requires the purchase of Charter Furniture and a smaller portion of the Mini Warehouse property than the Centurion Way alignment. This alignment also provides less convenient access for vehicles entering or exiting the buildings onto a one-way roadway rather than existing Centurion Way, which currently carries two-way traffic. Should access to westbound Arapaho Road be permitted along the divided roadway, motorists may attempt to cut through private parking lots to avoid circuitry of travel. If an underpass or overpass were constructed at Midway Road, access to the buildings closest to Midway would be more severely impacted.

After an evaluation of the negative impacts to the developments along Centurion Way, it was determined that this alignment was not desirable.

### **2.3 DART Railroad Alignment**

The DART railroad alignment varies significantly from the Centurion Way alignment between Midway Road and Surveyor Boulevard. This alignment, which generally follows the westbound lanes of the divided roadway, is located next to the DART railroad from Midway Road to the Mini Warehouses where it curves toward the southeast across a corner of the Mini Warehouse property. It then crosses Surveyor Boulevard at an angle before curving back toward the east in order to match existing Realty Road. (See Exhibit C).

This alignment allows Centurion Way to remain in place as a service road for the adjacent buildings. Furthermore, the roadway can be configured such that no purchase of the Charter Furniture building is required, and only a corner of the Mini Warehouse property is impacted.



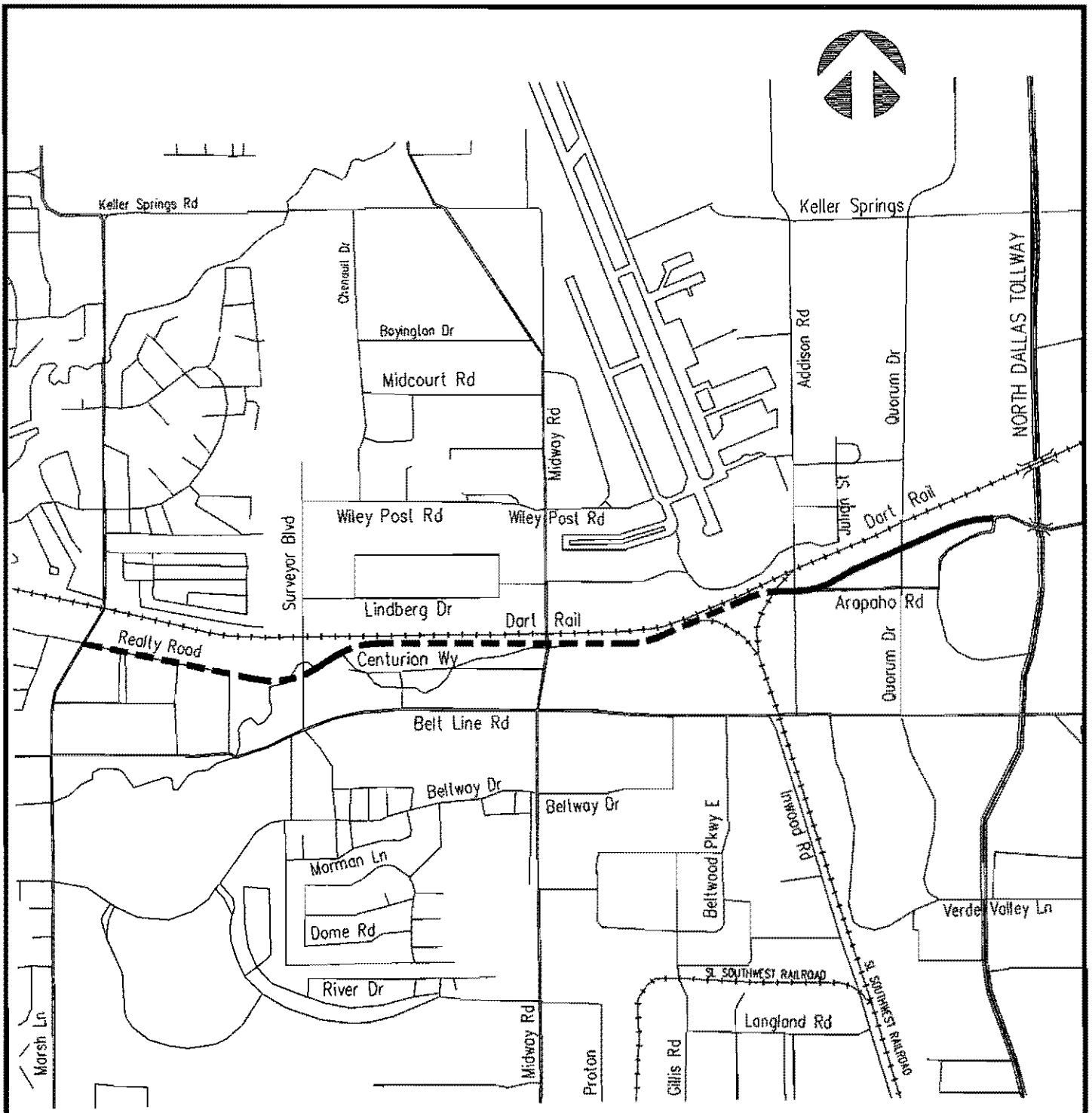
PROPOSED ARAPAHO ROAD EXTENSION



ARAPAHO ROAD PHASE I ( UNDER CONSTRUCTION )

PROPOSED ARAPAHO ROAD EXTENSION EXHIBIT 'B'

**DIVIDED ROADWAY ALIGNMENT**



----- PROPOSED ARAPAHO ROAD EXTENSION

———— ARAPAHO ROAD PHASE I ( UNDER CONSTRUCTION )

**PROPOSED  
ARAPAHO ROAD EXTENSION  
EXHIBIT 'C'**

**DART RAILROAD ALIGNMENT**

## *Alternative Alignments (cont'd)*

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The narrowest portion of the alignment is between the MNBA building and the DART right-of-way where 81 feet is available. Although there are no franchise utilities to contend with, a 60-inch Dallas Water Utility (DWU) transmission main is located in a 30-foot easement adjacent to the railroad. A concrete-lined channel is also located along this alignment between Midway Road and the Town of Addison water tower.

Given the potential access and cost benefits associated with the DART railroad alignment, a more in-depth evaluation of its viability was conducted.

### **2.4 Traffic Analysis**

At this point in the study, the project team reviewed traffic assignments for the year 2020 which were prepared by the North Central Texas Council (NTCOG) of Governments for five alternatives for the Arapaho Road Extension. Two of these alternatives included entry and exit ramps at Midway Road, one with entry/exit ramps on the north side only and a second with entry/exit ramps on the south side only. These alternatives are described below.

- xviii) "No Build" Alternative – what is the impact on adjacent streets if Arapaho Road is not extended?
- ii) "At-Grade" Alternative – Arapaho Road extended with the Midway Road intersection at grade.
- iii) "Grade-Separated" Alternative – Arapaho Road extended with a grade separation at Midway Road without entry/exit ramps.
- iv) "Ramps on the North Side" Alternative – Arapaho Road extended with a grade separation at Midway Road and entry/exit ramps on the north side of Arapaho Road.
- v) "Ramps on the South Side" Alternative – Arapaho Road extended with a grade separation at Midway Road and entry/exit ramps on the south side of Arapaho Road.

#### **2.4.1 Projected Traffic Volumes**

The following table presents a summary of projected traffic impacts for the extension of Arapaho Road on Belt Line Road and Midway Road assuming that the Keller Springs tunnel is in service.



## *Alternative Alignments (cont'd)*

### TRAFFIC VOLUME COMPARISON (PROJECTED DAILY TRAFFIC VOLUMES BY YEAR 2020)

SEPARATED	GRADE SEPARATED GRADE				
	NO BUILD	AT GRADE	GRADE SEPARATED	WITH RAMPS ON NORTH SIDE	WITH RAMPS ON SOUTH SIDE
<b>ARAPAHO ROAD</b>					
Addison to Midway	-	24,000	13,000	18,000	28,000
Midway to Surveyor	-	6,000	13,000	17,000	17,000
<b>BELT LINE ROAD</b>					
Addison to Midway	58,000	53,000	54,000	46,000	50,000
Midway to Surveyor	47,000	46,000	42,000	42,000	45,000
<b>MIDWAY ROAD</b>					
North of Arapaho	52,000	36,000	44,000	44,000	32,000
South of Arapaho	58,000	57,000	44,000	50,000	60,000
South of Belt Line	-	52,000	46,000	47,000	52,000

#### 2.4.2 Evaluation of Traffic Volumes

The existing congestion on Belt Line Road and Midway Road supports an extension of Arapaho Road. Traffic already backs up on Midway Road from Belt Line Road to north of the DART railroad much of the day; consequently, an at-grade crossing of Arapaho Road at Midway Road may not be feasible without providing dual-coordination of the traffic signals along Midway and Belt Line Roads. The grade separated scenarios, with or without ramps, all reduce traffic on Belt Line and Midway Roads with the exception of the section of Midway Road between proposed Arapaho Road and Belt Line Road with ramps on the south side.

For the grade separated scenario without ramps, year 2020 volumes on Belt Line Road are projected to be approximately 5,000 vehicles per day (vpd) less with Arapaho Road extended. Volumes on Midway Road are projected to be reduced by 8,000 to 12,000 vpd. Arapaho Road is projected to carry 13,000 vpd from Addison Road to Marsh Lane if no entry or exit ramps are installed at Midway Road.

According to the projected traffic volumes, the extension of Arapaho Road can be constructed as a four-lane undivided roadway if no entry or exit ramps are installed at Midway Road. It should be noted that even though these traffic studies contain a large margin for error, they do serve to support the grade separated configuration with no ramps at Midway Road.

## *Alternative Alignments (cont'd)*

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### **2.5 Options Studied for DART Railroad Alignment**

After the project team selected the DART Railroad alignment for a more detailed analysis, the following six horizontal and vertical alignment options were considered.

#### **2.5.1 Option 1 -- Overpass at Midway Road with Entry/Exit Ramps on the North Side of Proposed Arapaho Road**

Option 1 requires the purchase of the Charter Furniture and MNBA buildings in order to construct a four-lane undivided roadway and provide a safe merge length for the westbound entry ramp on the north side of proposed Arapaho Road. Permission would be required with this option to construct the entry and exit ramps within the DWU easement, however, these ramps would be constructed at grade.

#### **2.5.2 Option 2 -- Underpass at Midway Road with Entry/Exit Ramps on the North Side of Proposed Arapaho Road**

Like Option 1, Option 2 requires the purchase of the Charter Furniture and MNBA buildings, and the use of the DWU easement for the at-grade entry and exit ramps. In addition, the probable construction sequence for an underpass would require the removal of one half of Midway Road at a time. As a result, Midway Road would have to be realigned and narrowed to two lanes through the construction zone. Four lanes of traffic could be provided by installing temporary pavement on the outside of each segment. The underpass construction could affect Midway Road in this manner for up to a year.

#### **2.5.3 Option 3 -- Overpass at Midway Road Without Ramps**

Option 3 follows an alignment similar to Option 1 through the Charter Furniture building, however, without ramps, no taking of the MNBA is required. This option provides more working space between proposed Arapaho Road and the DART railroad on both sides of Midway Road. No roadway improvements would be required in the DWU easement.

#### **2.5.4 Option 4 -- Underpass at Midway Road Without Ramps**

Option 4 follows the same alignment as the overpass without ramps (Option 3) through the Charter Furniture building. It also presents the same construction sequencing challenges as the underpass option with ramps (Option 2) at Midway Road.

## ***Alternative Alignments (cont'd)***

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### **2.5.5 Option 5 – Overpass Without Ramps, No Taking of Charter Furniture Warehouse**

Option 5 places the north right-of-way line 20-feet off the DART right-of-way from Midway Road to the Mini Warehouse property. This requires the use of the southern 10 feet of the 30-foot DWU easement but does not require taking either the Charter Furniture or the MNBA buildings. Furthermore, this option places the edge of the overpass structure approximately 10 feet from the MNBA building. The existing concrete-lined channel next to the DWU water main would need to be replaced with double 9'x5' box culverts under the overpass structure.

### **2.5.6 Option 6 – Underpass Without Ramps, No Taking of Charter Furniture Warehouse**

Option 6 follows the same alignment as the overpass without taking the Charter Furniture building, however, it presents the same construction sequencing challenges as the other underpass options. In addition, this option would require the installation of box culverts on the north side of the railroad to replace the concrete-lined channel presently on the south side. If a minimal separation were to be provided from the box culverts to an existing 12-inch sanitary sewer line, the edge of the boxes would be approximately five feet from several existing buildings. In addition, multiple drainage and utility relocations would be required under the railroad tracks at Midway Road, and the box culverts would need to cross back under the railroad further to the west.

## **2.6 Evaluation of DART Railroad Alignment Options**

Horizontal and vertical alignments, along with Opinions of Probable Cost, were prepared for Options 1 through 5. These costs are included in a matrix of issues related to these options, in addition to Option 6, at the end of this section.

Due to extensive utility relocations in a tight construction corridor, the viability of Option 6 is questionable at this point. If the Town wanted to pursue this option, further coordination would be necessary with DART and DWU prior to developing an Opinion of Probable Cost.

The primary goal expressed by Town of Addison staff for this project is to relieve congestion on Belt Line Road. All the options will provide some relief to Belt Line Road.

Three overpass and three underpass options were evaluated, and in each case the corresponding underpass option was more expensive. Although no cost was prepared for Option 6, it is certain that the extensive utility relocations required would result in its cost exceeding that of Option 5. An underpass may be more visually appealing than an overpass, however, the narrowing of Midway Road would increase traffic delays during the 12 months

## *Alternative Alignments (cont'd)*

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of construction. Although an underpass would create less noise impact, only five commercial buildings are located within the overpass limits on both sides of the railroad, including Charter Furniture.

As a result of the increased project cost and the impact on Midway Road traffic during construction associated with the underpass options, an overpass is preferred.

Overpass Option 1 requires the purchase of the Charter Furniture and MNBA buildings in order to make the entry ramp onto Arapaho Road safe at the merge point. Overpass Option 3, like Option 5, has no ramps, however, it would require the purchase of the Charter Furniture building. Of the three overpass options, Option 5 is the only one which does not require the purchase of either the Charter Furniture or MNBA buildings. Option 5 places the edge of the overpass structure 10 feet from the MNBA building and 15 feet from the Charter Furniture building, with a two-and-a-half-foot sidewalk for emergency access on both sides of the overpass. In addition, it would require DWU to accept 20 feet for maintenance of their 60-inch water line.

Given the escalating cost of real estate and the traffic impacts, neither the additional construction area associated with Option 3 nor the ramps associated with Option 1 appear to justify the required property purchases. Therefore, it is our recommendation that Option 5, an overpass without ramps at Midway Road and no building takes at this location, be selected as the Technically Preferred Alternative.

**ARAPAHO ROAD ALIGNMENT OPTIONS**  
**Midway Road Section — Matrix of Issues**

DESCRIPTION OF ISSUE	OPTION 1 Overpass with ramps on north side	OPTION 2 Underpass with ramps on north side	OPTION 3 Overpass without ramps	OPTION 4 Underpass without ramps	OPTION 5 Overpass without ramps; without building take	OPTION 6 Underpass without ramps; without building take
Alignment Description	Separated from railroad right-of-way	Same as 1	Same as 1	Same as 1	Adjacent to railroad right-of-way	Same as 5
Charter furniture building take	Yes	Yes	Yes	Yes	No	No
MBNA building take (for ramp safety)	Yes	Yes	No	No	No	No
Relocate DWU water line	No	No	No	No	No	Yes
Noise	Yes	No	Yes	No	Yes	No
Realign Midway for construction sequence (4 lanes)	No	Yes	No	Yes	No	Yes
Sump storm sewer	No	Yes	No	Yes	No	Yes
Move box culvert to north side of R/R; other utility relocations	No	No	No	No	No	Yes
Opinion of Probable Cost (with 20% contingency)	\$20,160,648	\$20,678,292	\$18,760,712	\$20,631,576	\$17,191,464	N/A

The Technically Preferred Alternative (TPA), as shown in the Exhibit D map pocket, follows the DART railroad alignment and Option 5 between Midway Road and Surveyor Boulevard which avoids taking either the Charter Furniture or the MNBA buildings. This section discusses some of the issues and costs associated with the TPA.

### **3.1 Coordination Issues**

#### **3.1.1 DWU Easement**

The TPA will require the use of the southern 10 feet of a 30-foot DWU easement which is contiguous with the DART railroad right-of-way. The DWU easement contains a 60-inch water transmission main which is located approximately six feet off the DART right-of-way to the center of the pipe. A written request has been made to DWU regarding the use of a portion of their easement, and negotiations are pending.

#### **3.1.2 Railroad Crossing**

A report has been prepared that will be submitted to Union Pacific requesting permission to cross the wye spur. This report includes a commitment to place a fully signalized gate at the crossing.

#### **3.1.3 Realty Road Section**

The traffic volumes indicate that a four-lane undivided roadway would be adequate along the existing Realty Road alignment. Omitting a median from most of this section of the project would minimize the impact on adjacent parking lots and driveways. The roadway could still be widened for turn lanes at Midway Road and Surveyor Boulevard.

#### **3.1.4 Construction Sequencing**

Construction sequencing plans will still be necessary at the intersections along the TPA, although far less extensive measures will be necessary than those required for an underpass at Midway Road. For example, some drainage and utility relocations will be necessary, particularly at Midway Road and Surveyor Boulevard.

#### **3.1.5 Overpass Aesthetics**

Measures can be taken to improve the aesthetics of the Midway Road overpass to integrate the structure with the neighborhood. Discussions with the owners of Charter Furniture and the MNBA buildings have also resulted in an evaluation of extending the column supports from Midway Road to the west end of the MNBA building in

## ***Technically Preferred Alternative (cont'd)***

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order to maintain visibility of Charter Furniture for southbound motorists on Midway Road and to facilitate covered parking under the roadway deck for both properties. Exhibit D is a digitally enhanced photograph of the proposed Midway Road overpass looking south.

### **3.1.6 Right-of-way and Building Acquisition**

Building acquisitions will include the Metro Brick Company building at Addison Road, a portion of the Mini Warehouse facility on the east side of Surveyor Boulevard, and eight commercial buildings in the Addison West Industrial Park on the west side of Surveyor.

A right-of-way strip map has been included as Exhibit E in a map pocket at the back of this report. It gives estimated right-of-way takes from the properties affected by this project along with remainders of these properties which will be unusable as a result of the roadway construction.

## **3.2 Project Phasing**

The Town of Addison may wish to consider phasing the construction of the Technically Preferred Alignment. This section describes two separate phases of construction.

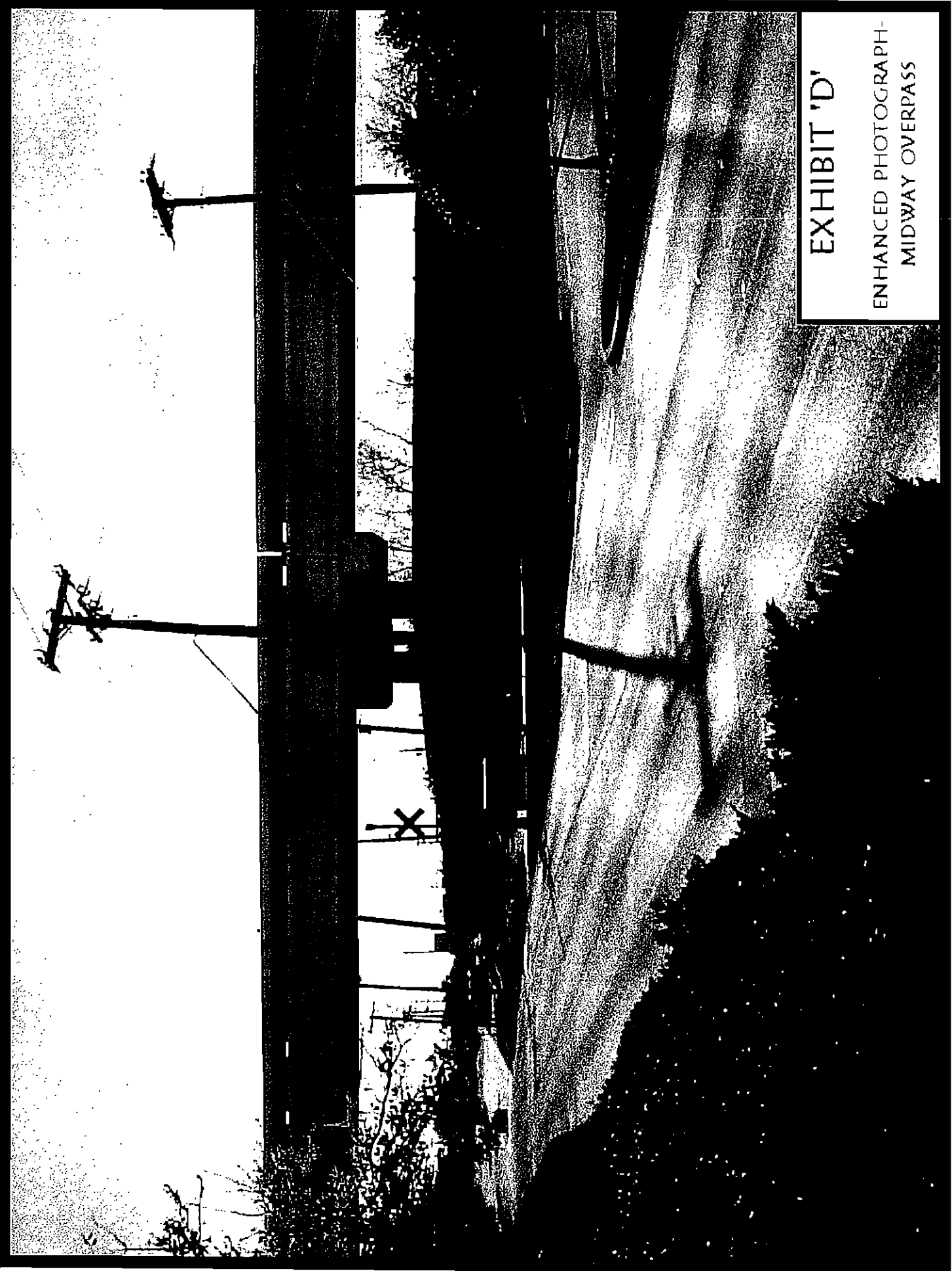
### **3.2.1 Phase 1 - Marsh Lane to Surveyor Boulevard**

The expansion of existing Realty Road east of Marsh Lane and the extension of Realty Road from the 90° bend at Commerce Street east to Surveyor Boulevard could be constructed separately from the balance of the project. This would provide a direct four-lane connection from Marsh Lane to Surveyor Boulevard for east- and west-bound traffic. Realty Road would be widened from a 41-foot wide two-lane roadway to a 45-foot four lane undivided roadway within its existing limits. The estimated construction cost for this phase, including right-of-way, is \$ 4,093,344.00.

### **3.2.2 Phase 2 - Surveyor Boulevard to Addison Road**

The overpass at Midway Road dictates that the roadway be constructed from Addison Road to Surveyor Boulevard as one phase. Although this is most important phase in order to relieve traffic congestion on Belt Line Road, it is also the most

EXHIBIT 'D'  
ENHANCED PHOTOGRAPH-  
MIDWAY OVERPASS





## ***Technically Preferred Alternative (cont'd)***

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costly and time-consuming phase to complete. It includes coordination with Union Pacific to obtain a crossing of the wye spur and Dallas Water Utilities to obtain use of 10 feet of their 30-foot easement. In addition, the overpass of Midway Road is the most costly portion of this project. The estimated construction cost for this phase, including right-of-way, is \$ 13,098,120.00.

### **3.3 Cost Estimates**

This section provides construction cost estimates for the two phases identified previously. Estimates have also been included for the right-of-way and other property takes along the project alignment. The combined estimated cost for both phases is \$ 17,191,464.00.









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**ADDISON**

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From: **John Baumgartner, P.E.**  
**Director**

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