

2000-3 Arapaho Road  
Charter Furniture - 2006

A handwritten signature or scribble, possibly in black ink, located on the right side of the page. It consists of several overlapping, somewhat illegible strokes.

TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO

5/2/06 TO RARDY

DATE: 5/2/06

Claim # \_\_\_\_\_

Check \$ \$9676.00

Vendor No. \_\_\_\_\_  
 Vendor Name Mr. Bill Crepeau  
 Address Charters Furniture  
 Address 15701 Midway Road  
 Address Addison, TX  
 Zip Code 75001

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
						\$9676.00

TOTAL \$9676.00  
0.00

EXPLANATION Reimbursement of Parking  
Lot Repairs.

Nancy S. Cluni  
Authorized Signature

Finance

---

Randy,

Would you please  
tell me which account  
for Arapaho Roadhouse?  
I appreciate it!

Nancy

Also, please send the  
check back to me so I can  
include it with a letter I  
want him to sign.

LOWLES & THOMPSON  
A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

July 6, 2004

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

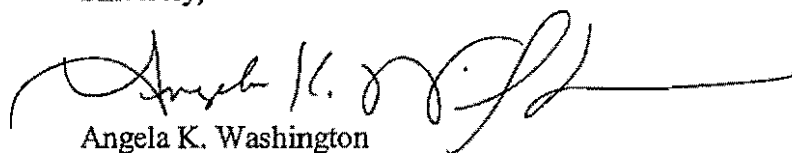
Ms. Patricia A. Sherman Bruce, Esq.  
Vice President  
Republic Title of Texas, Inc.  
2626 Howell Street, 10th Floor  
Dallas, TX 75204-4064

**RE: Parcel 7 - Arapaho Extension of Road Project  
Your File No. GF 04R10027/SJ7**

Dear Patricia:

I have reviewed the draft Purchaser's Statement for the above-referenced property, which was forwarded to my office on July 1, 2004. Please note that the purchase price should be \$1,717.54. Otherwise, the statement looks fine. Please finalize the statement and let me know when you have received the necessary affidavits and other documents to ensure clear title to the property. Thank you for your assistance in this matter. I look forward to closing this transaction.

Sincerely,



Angela K. Washington

AKW/yjr

c: Mr. Mike Murphy, w/Addison  
Mr. Steve Chutchian, w/ Addison  
Mr. Kenneth C. Dippel, w/firm



7

ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

April 27, 2003

Mr. Mike Murphy  
Director of Public Works  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: Amendment to Easement Agreement for Parcel 7 (Charter Furniture), Arapaho Extension of Road Project**

Dear Mike:

Pursuant to your request, enclosed for execution by Midway Centurion, Ltd. are three (3) originals of the Amendment to Easement Agreement for Parcel 7, Arapaho Extension of Road Project. I am informing the Title Company that we are increasing the amount of property being purchased and requesting a Title Commitment for the additional property in order to ensure clear title to the property prior to its purchase.

After execution of the three (3) originals by Midway Centurion, please let me know whether you intend to place the Amendment on the Council agenda prior to execution by the City Manager. Once the document is completely executed, we will need to provide one executed original to Midway Centurion and I will need one executed original to provide to the Title Company for purposes of closing and recording.

If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

c (w/o Enclosures): Mr. Steve Chutchian  
(w/o Enclosures) Mr. Kenneth Dippel

# EVALUATION ASSOCIATES

RIGHT OF WAY LAND RIGHTS ANALYSIS • APPRAISAL • ACQUISITION • SOLUTIONS

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

Property Owner: 15101 Midway Road Partners, LTD.  
Parcel No. 7

### Valuation Conclusion:

Whole Property	\$3,300,000
Proposed Acquisition	\$ 66,446
Remainder Before Acquisition	\$3,233,554
Remainder After Acquisition	\$2,850,000
Loss in Value of Remainder After	\$ 383,554

### Determination of Compensation:

Permanent Right of Way	\$ 66,446
Compensation for Improvements (None)	\$ -0-
Landscaping (None - Replacement)	\$ -0-
Loss in Value of Remainder After	\$ 383,554

**Total Compensation** \$ 450,000

450,000  
383,554  
-----  
66,446

Date of Appraisal: January 23, 2002

Location: 15101 Midway Road, Town of Addison, Texas

Legal Description: Lot 4, Surveyor Addition, Town of Addison, Dallas County, Texas

Land Size: Whole Property (per survey) 3.465 Acres  
Right of way Area 0.9387 Acres

Zoning: I-1, Industrial-1 District

### Highest and Best Use:

As if Vacant BEFORE: Commercial use  
As if Vacant AFTER: Commercial use







**TOWN OF ADDISON  
PUBLIC WORKS**

To: Bill From:

Company: \_\_\_\_\_

FAX #: 9-385-0621

Date: 1-28-03

No. of Pages(including cover): 2

Michael E. Murphy, P.E.  
Director of Public Works

Office: 972/450-2878  
Fax: 972/450-2837

16801 Westgrove  
P.O. Box 9010  
Addison, TX 75001-9010

# HP LaserJet 3200se



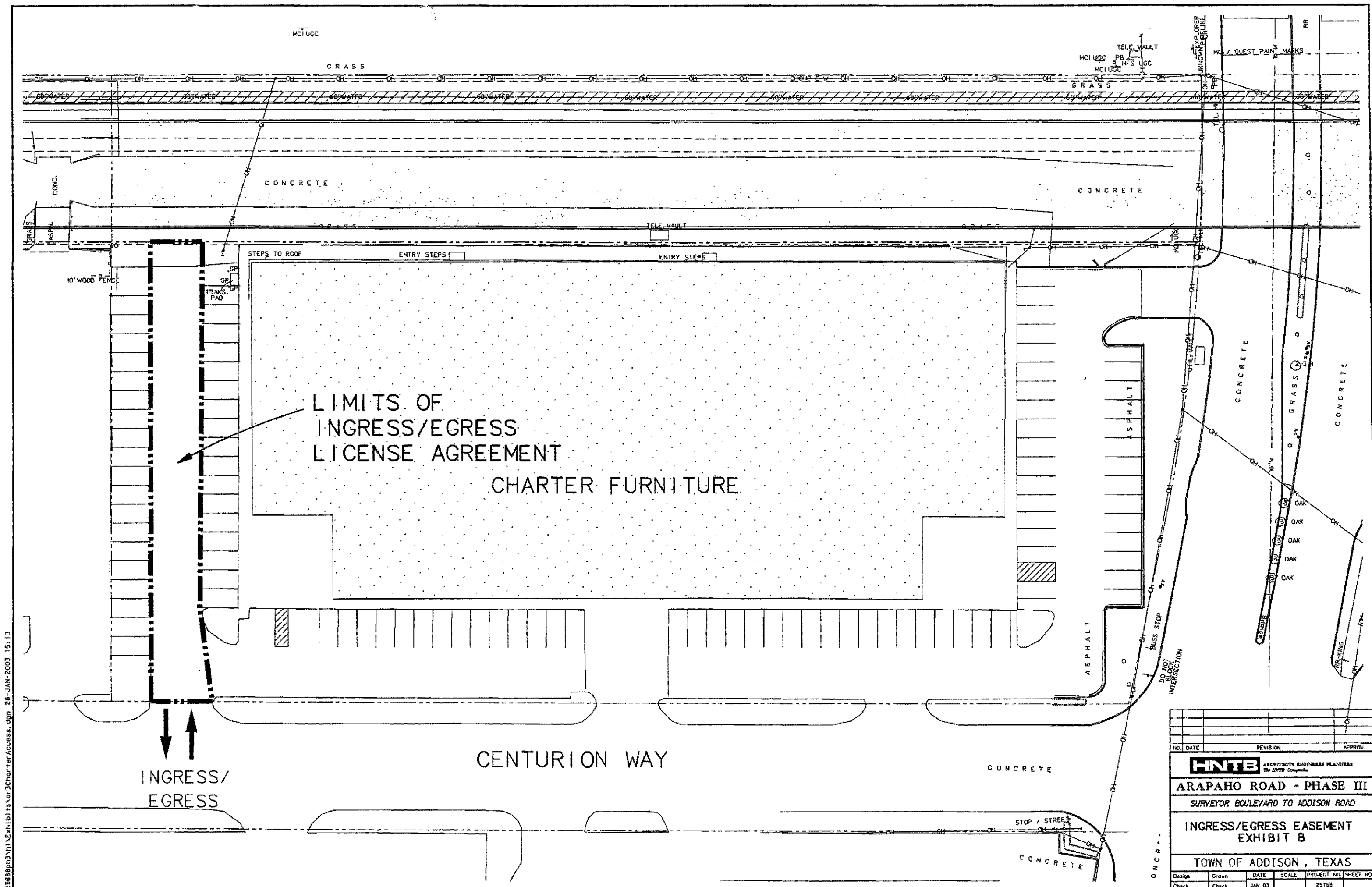
HP LASERJET 3200

JAN-28-2003 2:31PM

## Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
4	1/28/2003	2:26:49PM	Send	99723850621	2:48	2	OK

*Bill*  
*Chapman*



LIMITS OF  
INGRESS/EGRESS  
LICENSE AGREEMENT

CHARTER FURNITURE

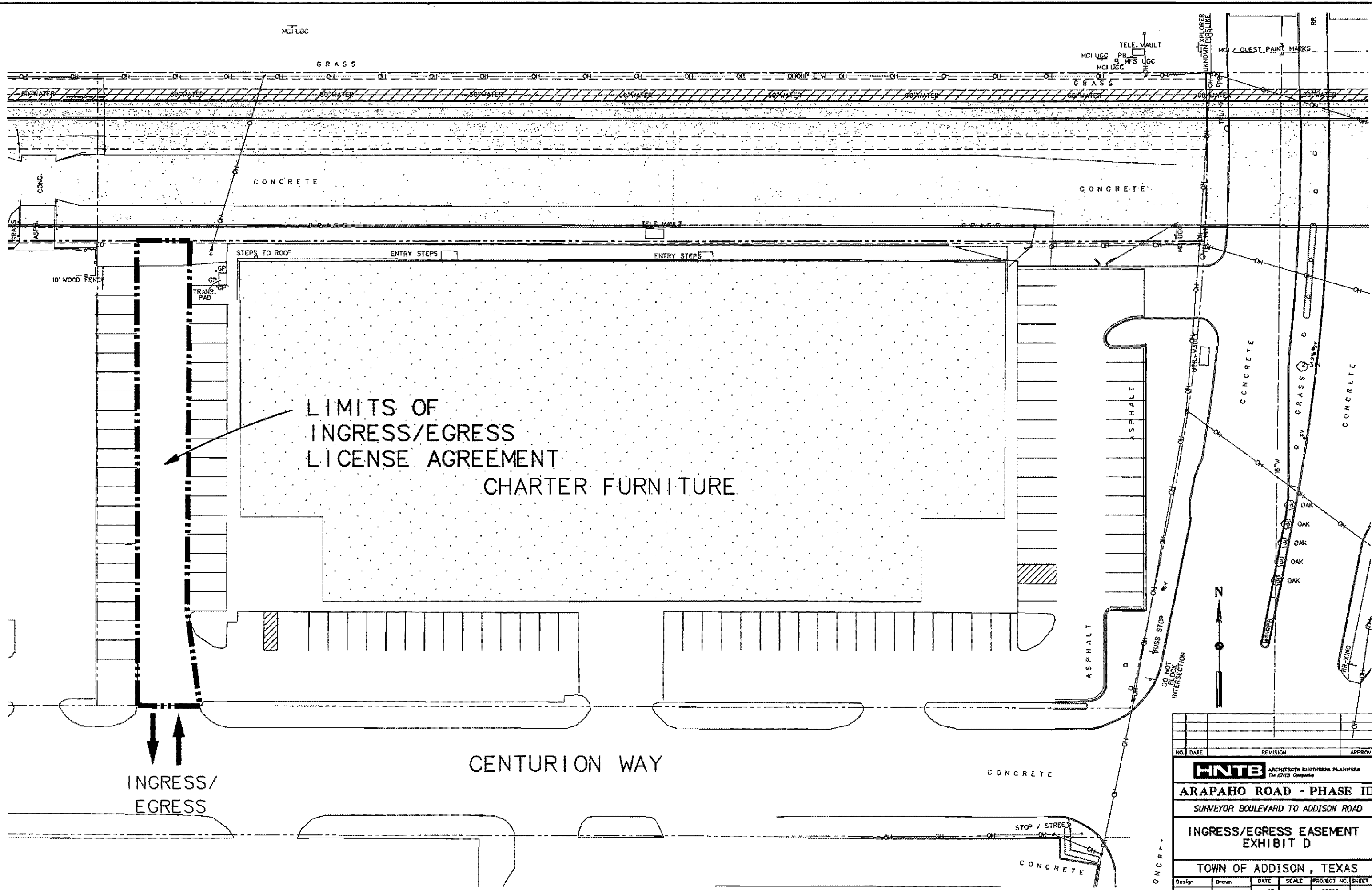
INGRESS/  
EGRESS

CENTURION WAY

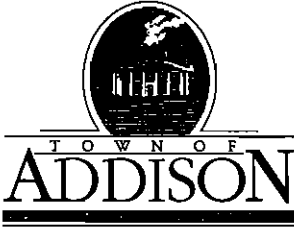
NO.	DATE	REVISION	APPROV.
<b>HNTB</b> ARCHITECTS ENGINEERS PLANNERS The HNTB Companies			
<b>ARAPAHO ROAD - PHASE III</b>			
SURVEYOR BOULEVARD TO ADDISON ROAD			
<b>INGRESS/EGRESS EASEMENT</b>			
<b>EXHIBIT B</b>			
<b>TOWN OF ADDISON, TEXAS</b>			
Design	Drawn	DATE	SCALE
Check	Check	JAN 03	25168
		PROJECT NO.	SHEET NO.
		25168	

25688ph3\nt\exhibits\var3\CharterAccess.dwg 28-JAN-2003 15:13

23888sp32\11\4\h1b1\fs\or3char\for\Access.dgn 27-JAN-2003 13:01



NO.	DATE	REVISION	APPROV.
<b>HNTB</b> ARCHITECTS ENGINEERS PLANNERS The HNTB Companies			
<b>ARAPAHO ROAD - PHASE III</b>			
SURVEYOR BOULEVARD TO ADDISON ROAD			
<b>INGRESS/EGRESS EASEMENT</b>			
<b>EXHIBIT D</b>			
<b>TOWN OF ADDISON, TEXAS</b>			
Design	Drawn	DATE	SCALE
Check	Check	JAN 03	25T68
PROJECT NO.	SHEET NO.		
25T68			



OFFICE OF THE CITY MANAGER

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-7001 • FAX (972) 450-7043

5300 Belt Line Road

*Crepeau  
Charter*

September 30, 2002

Mr. Bill Crepeau  
CEO Charter Furniture  
15101 Midway Road Partners, LTD.  
15101 Midway Road  
Addison, TX 75001

**Re: 0.9387-Acre Right-of-Way Purchase at 15101 Midway Road**

Dear Mr. Crepeau:

Based on concerns you presented at the August 13, 2002 City Council meeting, the Town of Addison is amending its offer regarding the above-referenced property. For the purchase of a roadway and right-of-way easement in, on, over, above, upon, across, along, under and through the property, the Town is offering \$166,446.00 as compensation for the easement, any damage to or diminution in value of the remainder or any other lands or property belonging to you, and to avoid the cost and expense of litigation.

Enclosed for your review and execution is an Easement Agreement. Also enclosed is a letter from the Town of Addison's Planning Director verifying that the bridge to be constructed on and over the property will not affect your current setback requirement.

As the Arapaho Road project is moving along quickly, we request your response to this offer within 10 days. If we do not hear from you within 10 days from the date of this letter, we will consider the offer rejected and proceed to condemn the property in fee simple.

Should you have any questions, please feel free to contact me or Mr. Mike Murphy, Director of Public Works, at (972) 450-2871.

Sincerely,

Ron Whitehead  
City Manager

Enclosures

## EASEMENT AGREEMENT

This Easement Agreement is made and entered into by and between Midway Centurion, Ltd. ("Grantor"), a Texas limited partnership, and the Town of Addison, Texas (the "Town").

### W I T N E S S E T H:

**WHEREAS**, Grantor is the sole owner of certain real property located in the Town of Addison and described in Exhibit A attached hereto and incorporated herein (the "Easement Property"); and

**WHEREAS**, the Town of Addison intends to construct an extension of Arapaho Road through the Town (the "Arapaho Road Phase III Extension"), part of which will be located upon and over the Easement Property; and

**WHEREAS**, the Town desires to acquire a perpetual easement in, over, across, above, upon, under and through the Easement Property for street right-of-way and other public purposes in connection with the construction of the Arapaho Road Phase III Extension, and Grantor desires to sell and convey such easement to the Town;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Midway Centurion, Ltd. ("Grantor"), a Texas limited partnership, and the Town of Addison, Texas (the "Town") agree as follows:

1. **Grant of Easement.** For and in consideration of the sum set forth in 2. below in hand paid by the Town, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the Town of Addison, Texas, its successors and assigns, a perpetual and exclusive easement and right-of-way (the "Easement") in, over, across, above, upon, under and through the Property described in Exhibit A and depicted on Exhibit B (the "Easement Property") (the said Exhibits being attached hereto and incorporated herein).

2. **Consideration.** This Easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of One Hundred Sixty Six Thousand Four Hundred Forty Six and No/100 Dollars (\$166,446.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

3. **Purpose of Easement; Other Provisions.**

A. The Easement, together with all of its rights and privileges, may be used by the Town, its employees, contractors, agents, successors, and assigns in connection with activities relating to the construction, placement, installation, reconstruction, relocation, alteration, operation, use, inspection, maintenance, improvement, and modification of a street, roadway, and other rights-of-ways, including without limitation an elevated bridge, and other public purposes

(the "Project") and including, without limitation, all Facilities. As used herein, "Facilities" means (a) streets, roadways, bridges, and other rights-of-way for vehicular and pedestrian traffic and all paving, curbing, and striping thereon, (b) footings, foundations, columns, posts, and other types of support structures, (c) utility systems, including, without limitation, water, gas, sanitary sewer, storm sewer, electric, fiber optic, cable television, and/or communication system or systems, or parts thereof, including without limitation lines, pipes, conduits, meters, valves, fittings, lateral, poles, wires, guys, crossarms, conductors, transformers, splices, switches, manholes, handholes, junction boxes, and cables, (d) drainage facilities and necessary appurtenances thereto, including without limitation shoring or retaining structures, culverts, box culverts, pipes, mains, manholes, handholes, valves, fittings, laterals, inlets, paving, and curbing, (e) structures and equipment including, without limitation, lighting, conduit, cable, guardrails and other safety features and devices, (f) landscaping, and (g) all other things that the Town from time to time deems necessary, appropriate, or desirable in the Town's sole discretion, with respect to the Project. The Town may perform all excavation, boring, backfilling, embedding, drilling, grading, and other construction activities as the Town from time to time deems necessary, appropriate, or desirable in the Town's sole discretion, with respect to the Project and the Facilities. The Town shall, at all times, have the right of ingress and egress to and from the Easement and the Easement Property as the Town may deem necessary, appropriate, or desirable.

B. Grantor acknowledges and agrees as follows:

(i) The Town may authorize and permit third parties to use the Project on such terms as the Town, in its sole discretion, deems appropriate, but no third parties, including the general public, shall acquire any rights in the Easement or the Easement Property as a result of such use.

(ii) Grantor shall not construct or place within the Easement Property any building, fence, wall, plant, or other structure, improvement, or growth of any character or type which would interfere, in the Town's sole determination, with the Easement, with the Project or with any of the Facilities. The Town shall have the right to remove, and keep removed, all or parts of any such building, fence, plant, or other structure, improvement or growth of any character or type that is located within the Easement Property and which, in the judgment of the Town, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation of the Project or the exercise of the Town's rights hereunder.

C. Grantor, its successors and assigns, may fully use and enjoy the Easement Property, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of the Town's rights hereunder with the safe and efficient operation of the Project.

4. **Bridge.** The bridge to be constructed as a part of the Project shall be constructed no closer than ten (10) feet from the existing building located on the Remainder.

5. **Contractor to be Bonded.** The contractor retained by the Town to construct the Project shall be bonded and shall be responsible for any damage to the existing building on the Remainder.

6. **Existing Curb Cuts.** No existing curb cuts on the Remainder shall be removed by the Town in conjunction with work performed pursuant to this Agreement.

7. **Midway Road.** Construction shall be conducted so as not to deny all access to Midway Road from the Remainder. This paragraph shall not be interpreted to prevent the temporary closure of Midway Road or certain lanes thereon, as deemed necessary by and in the sole discretion of the Town.

8. **Warranty of Title.** TO HAVE AND TO HOLD the Easements, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, unto the Town of Addison, Texas, its successors and assigns; and Grantor does hereby bind itself, its representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Easement and rights conveyed in this instrument unto the Town of Addison, Texas, its, representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim all or any part of the interest in the Property.

9. **Exclusiveness of Easement.** The Easement, rights, and privileges granted by this conveyance are exclusive, and Grantor covenants not to convey any other easement or conflicting rights in the area covered by this grant.

10. **Governing Law; Venue.** In the event of any action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas govern the validity, construction, enforcement and interpretation of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

12. **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.



13. **Binding Effect.** This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002

**GRANTOR:**

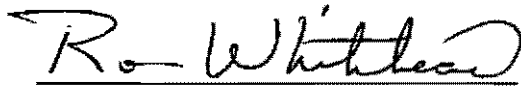
Midway Centurion, Ltd.

By: MBKA, L.L.C., its General Partner

By: \_\_\_\_\_  
Michael W. Crepeau, President

Executed this \_\_\_\_ day of \_\_\_\_\_, 2002

**TOWN OF ADDISON, TEXAS**

By:   
Ron Whitehead, City Manager

[ADD ACKNOWLEDGEMENTS]

Re: Charter Furniture ROW Acquisition

**DRAFT** (8-16-02)

Dear Mr. Crepeau,

As a result of your presentation to the Town of Addison City Council on Tuesday August 13, 2002, I have been authorized to amend our offer that is represented in the attached letter dated June 26, 2002.

As you very clearly stated in your presentation, you feel that the loss of 28% of the overall square footage of your property would negatively impact your current loan agreement with your lender and you financially. Therefore, we are prepared to amend our offer from a fee simple taking to a roadway easement request. By doing this you would retain ownership of the described property and with minor modifications to the existing drainage easement we would be allowed to construct an elevated roadway over the drainage channel. This would allow you to retain ownership of the current square footage of your property for existing and future use. Also, this agreement will provide you the ability to construct a permanent parking facility underneath the bridge if and when the need arises by going through the proper ordinance and permitting procedures of the Town of Addison.

I am also authorized to offer you the following:

1. \$166,446, which includes \$66,446 for the appraised value of the property and \$100,000 for a settlement agreement.
2. Assurance in writing that the construction of the bridge will not affect your current setback requirement.
3. Contractor will be required to be bonded and shall be responsible for any damage to your existing building as a result of the proposed drainage and bridge improvements.
4. All existing curb cuts on your property shall be retained.
5. Midway Road shall not be closed in its entirety during construction of Arapaho Road. However, certain lanes may be temporarily closed, as deemed necessary by the town.

6. The proposed bridge shall be constructed at distance no closer than ten (10) feet from your existing structure

The Town of Addison requests that you respond to this offer of purchase within ten (10) days of the date of this letter. If we do not hear from you within the ten (10) days, the Town will consider its offer rejected and we will initiate eminent domain proceedings to acquire the necessary property.

Should you have any questions, please feel free to contact Mr. Mike Murphy, Director of Public Works, at (972) 450-2871, or myself.

Sincerely,

Don Whitehead  
City Manager

August 2002

Mr. John J. Wilson  
INTERVEST Companies  
4131 Centurion Way  
Addison, Texas 75001

Re: 0.4737-Acre Right of Way Purchase at 4131 Centurion Way

Dear Mr. Wilson:

During the Town of Addison City Council meeting August 13, 2002 your "counter-offer", as described in a letter dated July 30, 2002, was presented for discussion and action.

Therefore, I have been authorized to offer you the following:

1. Payment for the appraised value of the property at \$58,921.00
2. Compensation for a settlement agreement at \$53,079.

The Town of Addison requests that you respond to this offer of purchase within fifteen (15) days of the date of receipt of this letter. If we do not hear from you within the fifteen (15) days, the Town will consider its offer rejected and we will initiate eminent domain proceedings to acquire the necessary property.

Should you have any questions, please feel free to contact Mr. Mike Murphy, Director of Public Works, at (972) 456-2871, or myself.

Sincerely,

Ron Whitehead

City Manager

August ??? 2002

Mr. Rick Larsen  
Tharaldson Development  
1201 Page Drive  
Fargo, North Dakota 58103

Re: Lots 4&5, Addison Restaurant Park  
Heritage Inn Number XIII/Tharaldson Development

Dear Mr. Larson:

During the Town of Addison City Council meeting August 13, 2002 your "counter-offer", as described in a letter dated July 22, 2002, was presented for discussion and action.

Therefore, I have been authorized to offer you're the following:

1. The appraised value of the property at \$138,754.00.
2. Compensation for the Temporary Construction Easement at \$1,946.00.
3. Compensation for settlement agreement at \$37,842.00.
4. One Curb cut, including construction of Deceleration, Acceleration and Left turn lanes from Arapaho Road (location of bridge, size of property will only allow for one curb cut).
5. We do not feel that a sign variance is needed because your property, as a result of Arapaho Road Street frontage, will be entitled to erect a sign with dimensions similar to attached sketch. However, you will be required to submit an application with the Town of Addison Building Official for a permit to install and/or construct the proposed sign.

The Town of Addison requests that you respond to this offer of purchase within fifteen (15) days of the date of receipt of this letter. If we do not hear from you within the fifteen (15) days, the Town will consider its offer rejected and we will initiate eminent domain proceedings to acquire the necessary property.

Should you have any questions, please feel free to contact Mr. Mike Murphy, Director of Public Works, at (972) 450-2871, or myself.

Sincerely,

Ron Whitehead  
City Manager



**NEWS AND ARTICLES**

**NEWS & ARTICLES**

Choose Section

--All--

**DEPARTMENTS**

--Select--

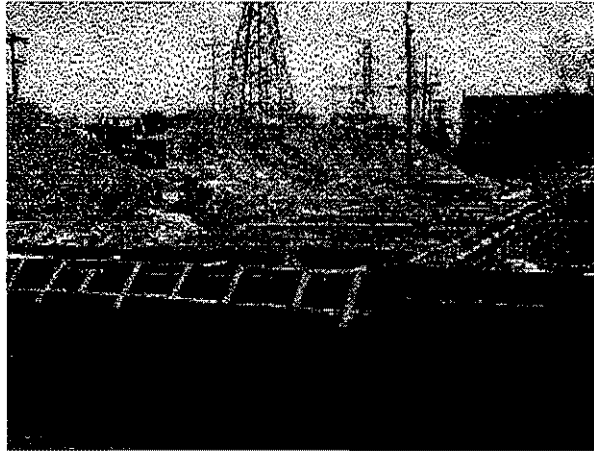
**SEARCH**



**DEPARTMENT LINKS**

- ▶ Calendar
- ▶ Forms & Applications
- ▶ Frequent Questions
- ▶ Links
- ▶ News & Articles
- ▶ Phone Directory
- ▶ Reports & Documents

## Arapaho Road Phase II Construction Underway



Construction of Phase II of Arapaho Road, which when complete will replace what today is Realty Road, is well underway. This extension of the roadway from Surveyor Blvd to Mars Lane and is scheduled for completion by mid October 2002.

Due to the heavy construction and tight working conditions Realty Road has been reduced to "ONE WAY" traffic eastbound with the most convenient entrance located at the Mars Lane/Realty Road Intersection. This set up will remain in place

until the North half of the project is complete (estimated by end of July 2002).

The contractor for this project is Texas-Sterling Construction. If you have any questions regarding this roadway construction project please contact the Town of Addison Public Works Department at 972-450-2871 and ask for Steve Chutchian or Luke Jalbert.



June 14, 2002

Mr. Bill Crepeau  
CEO Charter Furniture  
15101 Midway Road Partners, LTD.  
15101 Midway Road  
Addison, Texas 75001

**RE: Lot 4, Surveyor Addition**

Dear Mr. Crepeau:

In February 2000, the Town of Addison elected to sell bonds in order to fund six construction projects. Included in these projects is the extension of Arapaho Road, from Addison Road to Marsh Lane. At this time, we are in the right-of-way acquisition phase of the project, from Addison Rd. to Surveyor Blvd. The Town of Addison has determined the need to acquire a portion of the tract of land that is currently occupied by Charter Furniture. This land acquisition is necessary for the purpose of obtaining public right-of-way for the Arapaho Road project along with related municipal uses including public parks and open spaces. The firm of Evaluation Associates originally appraised the property on February 13, 2002, with a subsequent revision performed in June 2002. The attached summary sheet shows the fair market value of this taking is \$66,446.00. In May 2002, the City Council of the Town of Addison authorized me to make an offer to purchase the 0.9387 acre tract of land at the appraised value plus \$100,000.00. The total value of our offer is \$166,446.00.

The Town of Addison requests that you respond to this offer of purchase within thirty (30) days of the date of this letter. If we do not hear from you within the thirty (30) days, the Town will consider its offer rejected and we will initiate eminent domain proceedings to acquire the property.

Should you have any questions, please feel free to contact Mr. Mike Murphy, Director of Public Works, at (972) 450-2871, or myself.

Sincerely,

Ron Whitehead  
City Manager

# EVALUATION ASSOCIATES

RIGHT OF WAY LAND RIGHTS ANALYSIS • APPRAISAL • ACQUISITION • SOLUTIONS

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

Parcel No. 7 - 15101 Midway Road Partners, LTD.

### Valuation Conclusion:

Whole Property	\$3,300,000
Proposed Acquisition	\$ 66,446
Remainder Before Acquisition	\$3,233,554
Remainder After Acquisition	\$3,233,554
Loss in Value of Remainder After	\$ -0-

### Determination of Compensation:

Permanent Right of Way	\$ 66,446	
Compensation for Improvements (None)	\$ -0-	
Landscaping (None - Replacement)	\$	-0-
Loss in Value of Remainder After	\$ -0-	

**Total Compensation** \$ 66,446

Date of Appraisal: February 13, 2002 (\*1)

*(Note \*1 - Revised to acknowledge and clarify the absense of a rear yard setback requirement, both before and after the proposed acquisition)*

Location: 15101 Midway Road, Town of Addison, Texas

Legal Description: Lot 4, Surveyor Addition, Town of Addison, Dallas County, Texas

Land Size: Whole Property (per survey) 3.465 Acres  
Right of way Area 0.9387 Acres

Zoning: I-1, Industrial-1 District

### Highest and Best Use:

As if Vacant BEFORE: Commercial use  
As if Vacant AFTER: Commercial use

**EVALUATION ASSOCIATES**  
RIGHT OF WAY LAND RIGHTS ACQUISITION APPRAISAL SOLUTIONS

---

June 8, 2002

Mr. Steve Chutchian, P.E.  
Assistant City Engineer  
Town of Addison  
16801 Westgrove  
Addison, Texas 75001-9010

Re: Arapaho Road Phase III - Parcel No. 6 - 4301 Belt Line Road - Response to Mr. Randy Lee's letter dated May 29, 2002

Dear Mr. Chutchian:

In response to Mr. Lee's letter of the above reference project, we offer the following reply. We hope that this response together with the revised appraisal report will assist the City in completing the acquisition of the land rights needed for this project.

**Point:** Mr. Lee states the land value for the subject whole property is less than the assessed value.

**Response:** Yes, our analysis indicates the value of the subject land is \$10.00/SF. The current proposed 2002 assessed value is \$2,899,880 or \$13.36/SF. Specifically addressing the tax valuation, the allocation of value to the land portion of the overall property value by DCAD is not the most important component of their value. The overall combined value of the property, including land and buildings is most likely the value that they would be more focused in defending. The land portion of the overall property value may have been simply allocated. We can not comment further as we do not have the Dallas County Appraisal District supporting documentation. We researched the market and utilized the most competitive, most indicative sales data available. We would be happy to investigate any land sales data Mr. Lee offers, provided there is sufficient detail (location, sale date, grantor, grantee, size and verifying party) to confirm a bona fide transaction has occurred. If sales data is offered and verified, we will re-analyze the data set to determine if the value estimate is supportable. We do not wish to waste the City's time and money on a wild goose chase. Declarations that values are low is not sufficient to warrant re-analysis.

**Point:** Loss of recreational amenities will result in the loss of room revenue.

**Response:** The appraisal report details the compensation for the tennis courts and walking path. The property owner can elect to replace this recreational amenities on the subject

Mr. Steve Chutchian, P.E.  
 Arapaho Road Phase III - Pcl 6 - 4301 Belt Line Road  
 Response to Mr. Randy Lee's letter dated May 29, 2002  
 June 8, 2002  
 Page 2

remainder land, thus avoiding the declared situation of loss of room revenue due to the absence of these facilities. Or, the property owner can elect not to replace these recreational facilities. Our estimate of value for these facilities was based on published cost manuals. If the City desires, we could employ a construction consultant to provide another replacement cost estimate of value for these items. The comment contained in the report referring to the type of recreational amenity being a common feature of a certain class of hotel in the 1980s was intended to explain that the more modern same class competition may not have, nor require, that type of feature, and therefore it is not needed to complete for occupancy in the current market environment. We stand by the position that the absence of this feature (outdoor tennis court and jogging track) will not have a negative effect on the value of the remainder property.

**Point:** Value estimate failed to consider all improvements within the proposed acquisition area.

**Response:** The appraisal report dated October 5, 2001 does not include the tennis court lighting and the wood perimeter fence along the northern property boundary. The cost of these items is listed below and should be added to the compensation estimate.

Approximately 373 linear feet of fencing	x	\$17/LF	=	\$ 6,341
Lighting standards for tennis courts				<u>\$ 7,000</u>
<b>Total</b>				<b>\$13,341</b>

Based on the need to include compensation for these items, the total compensation due the property owner is revised to \$346,136 (original compensation estimate \$332,795 plus additional improvements \$13,341).

**Point/**

**Response:** There are three (3) issues listed - noise, signage and variance. Because these factors are generally construed as being under the control of the Town of Addison, or, in the case of noise, a non-compensable item in eminent domain law, these issues are outside of the scope of services. However, the following might be considered.

**Noise:** One could calculate the distance of the proposed Arapaho Road to the back of the hotel building, and then compare that to the current distance of Beltline Road to the front of the building.

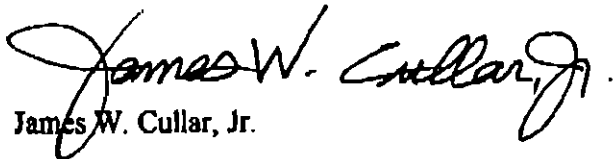
**Signage:** Most businesses which need to attract customers, desire as many sign location options as possible. If the current business operation functions with only signs on Beltline Road, one might question the additional effectiveness of another sign on a, for the most part, limited access road, at the back of the property. I believe Mr. Lee characterized the new road as Addison Arapaho Alley.

Mr. Steve Chutchian, P.E.  
Arapaho Road Phase III - Pcl 6 - 4301 Belt Line Road  
Response to Mr. Randy Lee's letter dated May 29, 2002  
June 8, 2002  
Page 3

**Variance:** The significance of the requested variance is unclear, as is the implied jurisdiction of the County, Regarding the Town of Addison, the current understanding is that the existing zoning would prevail, along with the same stated rear yard setbacks, if any. Therefore, compensation for the land contained in the proposed acquisition area would fully address the matter of the new resulting north property line from the existing, or future proposed, structures on the remaining land.

If you have any other questions concerning this response, please call me.

Sincerely,



James W. Cullar, Jr.

4-30-02  
cc: RW  
John Hill



April 29, 2002

City of Addison  
Addison, Texas 75001

RE: Arapaho Road Project

Gentlemen:

Establishing a fair and accurate value for the condemnation of land, coupled with the negative impact the bridge construction may have on Charter Furniture is very difficult to calculate.

Using your appraisal as a guide the following are my conclusions and requests.

First, let me start with some questions and statements I have concerning the Appraisal, which I think are relevant to the conclusions drawn in the Appraisal and subsequently the offer.

**Statement:** Page two of the Appraisal states there are no known contracts or offers for the sale of the subject property as of January 23, 2002. }

**Point:** The original contract for the sale of the property was dated December 2001. The final agreed upon price of \$3,400,000.00 was signed and an earnest money check was deposited with Chicago Title on January 14, 2002. }

**Statement:** The Appraisal on page 29 states the building is tilt wall. }

**Point:** The building construction is brick veneer over concrete block, a superior and more expensive type of construction. }

**Land Valuation**

The value of 3.5 acres of retail land fronting Midway in Addison is not \$6.50 per foot. The comparisons used were properties on secondary streets and not retail property.

*HAVE JIM CULLER COME BACK AND MEET WITH BILL CREPEAU  
- VALUE OF BUILDING HAS CHANGED.  
STARTED THE REMODEL ONCE PRICE WAS AGREED ON.*

**SALES**  
15101 Midway Road  
Addison, Texas 75001  
(972) 385-3411  
(972) 385-0621 Fax

**RENTAL**  
14430 Midway Road  
Dallas, Texas 75244  
(972) 385-3204  
(972) 385-7650 Fax

**SALES**  
8100 Bedford-Eutess Road  
North Richland Hills, Texas 76180  
(817) 577-2300 metro  
Fax (817) 577-5333 metro

### Value Offer Acquisition

Page 72 of the Appraisal specifically states using the "sales comparison and the income approach to establish value."

#### Sales Comparison

Value before Acquisition		Value after Acquisition
* \$3,400,000.00 Purchase Price		Per Appraisal
\$3,500,000.00 After Re-Model		\$2,850,000.00
		<b>Difference \$650,000.00</b>

#### Income Approach

24,000 Ft.	X	\$ 8.00 per Ft.	= \$ 192,000.00
28,800 Ft.	X	\$12.00 per Ft.	= <u>\$ 345,000.00</u>
		Times 10 Cap	= \$5,370,000.00

Page 64 of the Appraisal states 6,851 square feet of the building will be non-conforming. This equates to a 13% loss of income.  $6,851 / 52,800 = 13\%$  times  $\$5,370,000.00 = \$698,100.00$ .

**Facts:** Retail space at Midway and LBJ leases for \$30.00 per foot. The only other 30,000 square foot retail space on Midway is Englishmen's Antiques at \$12.00 per square foot.

Mapsco made a \$200,000.00 improvement to their space to obtain a \$7.00 triple net lease.

#### Appraisal Offer Verses Land Value

The current offer from the City of Addison is \$450,000.00 based on a land value of \$6.50 per foot. If the land value is \$10.00 per foot and the same percentage adjustment is used, then the value is \$691,041.00. If the land value is \$12.00 per foot and the same percentage adjustment is used, then the value is \$829,249.00

INCOME APPROACH TO THIS BUILDING - IS FOR SMALLER OFFICE STRUCTURES. OFF OF A MAIN THOROUGHFARE.

MAPSCO - PUT ~~\$~~ 200K OF THEIR OWN MONEY INTO OFFICE RENOVATION.

WOULD NOT SALE FOR \$ 6.50/SQ. FT.

## Summary

As I stated in the outset, it is difficult to calculate the loss; only time will tell. We think a fair price today is \$700,000.00 with the following concessions from the City of Addison.

1. City to build and maintain lighted parking under the bridge. The building owner to be granted permanent and formal rights to the parking. *(look into more spaces)*
2. Exemption from set back requirements, ability to rebuild to present size.
3. City responsible for damage to the building caused by soil and/or drainage changes *+* due to construction.
4. Retain present curb cuts. *+* *ADD A RIGHT TURN LANE*
5. Sign variance for better visibility. Protect visibility for southbound traffic. *+* *NEED MORE INFO.*
6. City will not close Midway Road during business hours including weekends during construction. *OK*
7. City endeavor to keep road and bridge as far from building lines as possible, the absolute minimum is 10 feet.

The above represents our efforts for a fair response based on current conditions. Please feel free to contact me at (972) 385-32411 with any questions or concerns you may have.

Sincerely,

Bill Crepeau  
CEO Charter Furniture

WMC:dc

Cc: file



HAVE Jim Collier  
PE-

# EVALUATION ASSOCIATES

RIGHT OF WAY LAND RIGHTS ANALYSIS • APPRAISAL • ACQUISITION • SOLUTIONS

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

Property Owner: 15101 Midway Road Partners, LTD.  
Parcel No. 7

### Valuation Conclusion:

Whole Property	\$3,300,000
Proposed Acquisition	\$ 66,446
Remainder Before Acquisition	\$3,233,554
Remainder After Acquisition	\$2,850,000
Loss in Value of Remainder After	\$ 383,554

### Determination of Compensation:

Permanent Right of Way	\$ 66,446
Compensation for Improvements (None)	\$ -0-
Landscaping (None - Replacement)	\$ -0-
Loss in Value of Remainder After	\$ 383,554

**Total Compensation** **\$ 450,000**

Date of Appraisal: January 23, 2002

Location: 15101 Midway Road, Town of Addison, Texas

Legal Description: Lot 4, Surveyor Addition, Town of Addison, Dallas County, Texas

Land Size:	Whole Property (per survey)	3.465 Acres
	Right of way Area	0.9387 Acres

Zoning: I-1, Industrial-1 District

Highest and Best Use:

As if Vacant BEFORE:	Commercial use
As if Vacant AFTER:	Commercial use

COST PLUS \$ 50K

\$ 116,446