

PARCEL 6

MOTEL 6

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

September 27, 2004

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

RE: *Town of Addison v. Motel 6 Operating, L.P., et al.*
Your File No. GF 02R14035/SJ7

Dear Patricia:

Thank you for your letter dated September 23, 2004 forwarding a copy of the recorded Release of Lien, the recorded Agreed Judgment and the Owner's Title Policy for the above-referenced transaction. Please note that the Owner's Title Policy does not delete the arbitration provision. Enclosed is a copy of my July 6, 2004 letter to you forwarding an executed Deletion of Arbitration Provision form. I would appreciate your having this matter corrected at your earliest convenience and providing a corrected Owner's Title Policy. Thank you for your attention to this matter.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosure

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

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September 29, 2004

Ms. Gayle Walton
Department Secretary
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

**RE: *Town of Addison v. Motel 6 Operating, L.P., et al.*, Cause No. 03-00711-B
Parcel 6 (Motel 6), Arapaho Extension of Road Project**

Dear Gayle:

Enclosed for the Town's records is the Owner's Title Policy in the above-referenced property. The requested correction to the policy that I mentioned in my September 28, 2004 letter to you has been made. The policy now reflects that the arbitration provision has been deleted. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

c(w/Enc.): Mr. Steve Chutchian
(w/o Enc.) Mr. Ken Dippel

First American Title Insurance Company

083361 ○

OWNER POLICY OF TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or material having its inception on or before Date of Policy;
4. Lack of a right of access to and from the land;
5. Lack of good and indefeasible title.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS HEREOF, the FIRST AMERICAN TITLE INSURANCE COMPANY has caused this policy to be executed by its President under the seal of the Company, but this policy is to be valid only when it bears an authorized countersignature, as of the date set forth in Schedule A.



ATTEST

Mark R. Arnesen
Secretary,

First American Title Insurance Company

BY *Guy L. Kerriott* PRESIDENT

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking that has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy;
 - (e) resulting in loss or damage that would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of unmarketability of the title.
5. Any claim, which arises out of the transaction vesting in the person named in paragraph 3 of Schedule A the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or other state or federal creditors' rights laws that is based on either (i) the transaction creating the estate or interest insured by this Policy being deemed a fraudulent conveyance or fraudulent transfer or a voidable distribution or voidable dividend or (ii) the subordination or recharacterization of the estate or interest insured by this Policy as a result of the application of the doctrine of equitable subordination or (iii) the transaction creating the estate or interest insured by this Policy being deemed a preferential transfer except where the preferential transfer results from the failure of the Company or its issuing agent to timely file for record the instrument of transfer to the insured after delivery or the failure of such recordation to impart notice to a purchaser for value or a judgment- or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate, partnership or fiduciary successors, and specifically, without limitation, the following:
 - (i) the successors in interest to a corporation, limited liability company or limited liability partnership resulting from merger or consolidation or conversion or the distribution of the assets of the corporation or limited liability company or limited liability partnership upon partial or complete liquidation;
 - (ii) the successors in interest to a general or limited partnership or limited liability company or limited liability partnership which dissolves but does not terminate;
 - (iii) the successors in interest to a general or limited partnership resulting from the distribution of the assets of the general or limited partnership upon partial or complete liquidation;
 - (iv) the successors in interest to a joint venture resulting from the distribution of the assets of the joint venture upon partial or complete liquidation;
 - (v) the successor or substitute trustee(s) of a trustee named in a written trust instrument; or
 - (vi) the successors in interest to a trustee or trust resulting from the distribution of all or part of the assets of the trust to the beneficiaries thereof.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice that may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto that by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, easement or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" also shall include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "access": legal right of access to the land and not the physical condition of access. The coverage provided as to access does not assure the adequacy of access for the use intended.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, or (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest that is adverse to the title to the estate or interest, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

When, after the date of the policy, the insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in title to the estate or interest in the land insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect is valid and not barred by law or statute. The Company shall notify the insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the title to the estate as insured; (ii) indemnify the insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefor, issue to the insured claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the property or, if a mortgage policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 91 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS:

TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized

by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy at the date the insured claimant is required to furnish to Company a proof of loss or damage in accordance with Section 5 of these Conditions and Stipulations.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels that are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, all as insured, or takes action in accordance with Section 3 or Section 6, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE: REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount to paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies that the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion that the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules or the American Arbitration Association. Arbitrable matters may include, but are not limited to, any

controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less ~~SHALL BE~~ arbitrated at the request of either the Company or the Insured, unless the Insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The Law of the situs of the land shall apply to any arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY: POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or valedicting officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision, and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at: First American Title Insurance Company, 1500 S. Dairy Ashford, Suite 300, Houston, TX 77077.

COMPLAINT NOTICE.

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the Company that issued the policy. If the problem is not resolved, you also may write the Texas Department of Insurance, P.O. Box 149104, Austin, TX 78714-9104, Fax No. (512) 305-7426. This notice of complaint procedure is for information only and does not become a part or condition of this policy.

Owner Policy

ISSUED BY:

ISSUING AGENT



REPUBLIC TITLE

2626 Howell Street, 10th Floor
Dallas, Texas 75204
(214) 855-8888 Fax (214) 855-8848



**First American Title
Insurance Company**

1500 South Dairy Ashford, Suite 300
Houston, Texas (77077)
(281) 588-2200
Wats Line: 1-800-347-7826

**FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL:
1-800-347-7826**

OWNER POLICY:

1 POLICY NUMBER
2 PROPERTY TYPE
3 COUNTY

4 POLICY AMOUNT
5 PREMIUM
6 RATE CODE

7 EFFECTIVE DATE
8 SURVEY AMENDMENT
9 ADDITIONAL CHAINS

083361 0	C	113	10,000.00	237.00	100	07/29/2004	35.55	00
1	2	3	4	5	6	7	8	9

FIRST AMERICAN TITLE INSURANCE COMPANY

**OWNER POLICY OF
TITLE INSURANCE**


GF NO. OR FILE NO.	DATE OF POLICY	AMOUNT OF INSURANCE	THE POLICY NUMBER SHOWN ON THIS SCHEDULE MUST AGREE WITH THE PRE-PRINTED NUMBER ON THE COVER SHEET.	POLICY NUMBER
02R14035 SJ7	07/29/2004 at 03:18 PM	\$ 10,000.00		083361 0

Schedule A

- Name of Insured:
TOWN OF ADDISON
- The estate or interest in the land that is covered by this policy is:
FEE SIMPLE
- Title to the estate or interest in the land is insured as vested in:
TOWN OF ADDISON
- The land referred to in this policy is described as follows:
Being a 0.6430 acre tract of land out of RODEWAY INN, an Addition to the Town of Addison, according to the Map thereof recorded in Volume 81052, Page 775, Map Records, Dallas County, Texas and being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes.

REPUBLIC TITLE OF TEXAS, INC.

Countersigned at DALLAS, TEXAS
REPUBLIC TITLE OF TEXAS INC.


Patricia A. Sherman Bruce, Senior V.P.
Authorized Countersignature

Parcel 6
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.6430 acre (28,008 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.9814 acre tract of land as conveyed to Motel 6 Operating L.P. on February 1, 1990 and recorded in Volume 90024, Page 0779 of the Deed Records of Dallas County, Texas, said called 4.9814 tract being all of the Rodeway Inn, an addition to the Town of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records, said 0.6430 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod found in the proposed North right of way of Arapaho Road and the South right of way line of a 100 foot wide railroad right of way as conveyed to Dallas Area Rapid Transit Property Acquisition Corporation (herein referred to as DART) on December 27, 1990 and recorded in Volume 91008, Page 1390 of said Deed Records, said point being the common Northwest corners of said called 4.9814 acre tract and said Rodeway Inn and Northeast corner of a called 3.334 acre tract of land as conveyed to Addison, R.E. on September 15, 1995 and recorded in Volume 95181, Page 03931 of said Deed Records, said called 3.334 acre tract being all of the Iceoplex Addition, an addition to the Town of Addison, as evidenced by the plat dated on September 20, 1995 and recorded in Volume 95210, Page 03012 of said Deed Records;

THENCE, SOUTH 89°58'49" EAST, along the common proposed North right of way line of Arapaho Road, North line of said called 4.9814 acre tract and South right of way line of said DART railroad, a distance of 268.11 feet (said line being called South 88°51'59" East - 76.23 feet and South 89°11'14" East - 216.99 feet) to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;



TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

EXHIBIT A

Page 1 of 3

2004 145 13025

179 0147

PARCEL 6 - ARAPAHO ROAD PROJECT

THENCE, EASTERLY, continuing along said common line and along the arc of said curve to the left having a radius of 2,914.79 feet, a central angle of 2°03'16", a chord bearing North 88°59'33" East for 104.51 feet, for an arc distance of 104.52 feet (said curve being called North 84°35'23" East - 79.73 feet) to a 5/8 inch iron rod set for the common Northeast corner of said called 4.9814 acre tract and Northwest corner of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of said Deed Records, said called 4.1525 acre tract being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records;

THENCE, SOUTH 00°24'10" EAST (called South 00°27'09" East), departing said common line and along the common East line of said called 4.9814 acre tract and West line of said called 4.1525 acre tract, a distance of 80.83 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

THENCE, NORTH 89°58'49" WEST, departing said common line and along the proposed South right of way of Arapaho Road, a distance of 296.05 feet to a 5/8 inch iron rod set in the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract;

THENCE, NORTH 00°31'18" WEST (called North 00°28'23" West), departing said line and along the said common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 19.13 feet to a 1/2 inch iron rod found for a common interior ell corner of said called 4.9814 acre tract and the most Easterly Northeast corner of said called 3.334 acre tract;

THENCE, SOUTH 89°55'39" WEST (called North 88°51'59" West), along a South line of said called 4.9814 acre tract and a North line of said called 3.334 acre tract, a distance of 75.91 feet (called 75.60 feet) to a 1/2 inch iron rod found for the common most Westerly Southwest corner of said called 4.9814 acre tract and an interior ell corner of said called 3.334 acre tract;

THENCE, NORTH 00°59'43" WEST (called North 01°04'54" West), along the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 59.96 feet (called 60.10 feet) to the POINT OF BEGINNING;



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EXHIBIT A

Page 2 of 3

2004 145 13026

179 0148

Exhibit A

GF-Number 02R14035

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER POLICY OF TITLE INSURANCE

GF NO. OR FILE NO.
02R14035 SJ7

DATE OF POLICY
07/29/2004

THE POLICY NUMBER SHOWN
ON THIS SCHEDULE MUST
AGREE WITH THE PREPRINTED
NUMBER ON THE COVER SHEET

>

POLICY NUMBER
083361 0

Schedule B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases or easements insured, if any, shown in Schedule A and the following matters:

1. [Intentionally Omitted]

~~2. Any other matters, conditions or coverages in Area of South Texas, including but not limited to, shortages in Area of South Texas~~
Shortages in Area.

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.

- 4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities:
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.

5. Standby fees, taxes and assessments by any taxing authority for the year 2004, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

6. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. Easement granted by S. S. Noell to Texas Power & Light Company, filed 06/02/1926, recorded in Volume 1314, Page 348, Deed Records of Dallas County, Texas.
- b. Easement granted by C. R. Berry to the City of Dallas, recorded in Volume 5180, Page 381, Deed Records of Dallas County, Texas. And as shown on plat recorded in Volume 81052, Page 775, Map Records, Dallas County, Texas.
- c. Easement to William L. Anderson and David D. White, recorded in Volume 77199, Page 24, Deed Records of Dallas County, Texas. And as shown on plat recorded in Volume 81052, Page 775, Map Records, Dallas County, Texas.
- d. 24' fire lane, access and utility easement as shown on the plat recorded in Volume 81052, Page 775, Map Records of Dallas County, Texas.
- e. Easement granted by Earl B. Kratz to the City of Dallas, filed 09/02/1959, recorded in Volume 5180, Page 384, Deed Records of Dallas County, Texas. And as shown on plat recorded in Volume 81052, Page 775, Map Records, Dallas County, Texas.

(CONTINUED ON NEXT PAGE)

SCHEDULE B Page 2

- f. Terms and provisions of a lease dated 01/11/1980, by and between Addison Rodeway Investors, Ltd., as Lessor and JoJos Restaurant as evidenced by a Memorandum thereof filed 11/24/1980, recorded in Volume 80231, Page 3137, Deed Records, Dallas County, Texas.
- g. Section 14 of the Conditions and Stipulations of this policy is hereby deleted.

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

September 28, 2004

Ms. Gayle Walton
Department Secretary
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: *Town of Addison v. Motel 6 Operating, L.P., et al., Cause No. 03-00711-B*
Parcel 6 (Motel 6), Arapaho Extension of Road Project

Dear Gayle:

Enclosed for the Town's records is a copy of the recorded Release of Lien and the recorded Agreed Judgment in the above-referenced property. I have requested a correction to the Owner's Title Policy. Once I receive the corrected policy, I will forward it to you for the Town's records. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

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

STATE OF TEXAS
COUNTY OF DALLAS

2966671

9714448
07/09/04

114.00 Deed

RELEASE OF LIEN

WHEREAS, on the 16th day of December, 2003, TDIndustries, Ltd., by TDIndustries Management LLC, its general partner, caused to be filed a Mechanic's Lien Affidavit in the amount of (\$ 3,650.88) in the Mechanic's Lien Records of Dallas County, Texas, said Mechanic's Lien Affidavit being recorded in Volume 2685821, 2003 248 05713 through 2003 248 05715 of the Mechanic's Lien Records of Dallas County, Texas; and further known as Motel 6, 4325 Beltline Road # 6, Addison, Texas 75244.

WHEREAS, said Mechanic's Lien and the indebtedness represented by said Mechanic's Lien has been paid in full and at the time of its payment, TDIndustries, Ltd. was the legal owner and holder of said lien and indebtedness and entitled to receive payments thereof;

NOW, THEREFORE, TDIndustries, Ltd. in consideration of the premises, does hereby acknowledge payment of said lien and does hereby release and relinquish unto (Motel 6 Operating L.P., 14651 Dallas Parkway, # 500, Dallas, Texas 75254-8809, the above described Mechanic's Lien.

Witness our hand this 9th day of July, 2004.

TDIndustries, Ltd.

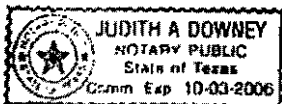
By: TDIndustries Management, LLC,
its general partner

By: *Laura Frankos*
Laura Frankos
Corporate Credit Manager

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Laura Franko known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said TDIndustries, Ltd., a corporation, and that she executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 9th day of July, 2004.



Judith A. Downey
Judith A. Downey
Notary Public in and for the
State of Texas

My Commission Expires: 10/03/2006

RETURN TO: Laura Frankos, TDIndustries, P.O. Box 819060, Dallas, Texas 75381-9060

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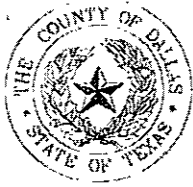
STATIONER

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STATIONER

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Republic Title of Texas, Inc.
GR# 02R14035 SJ7 Ft 5.40



Dallas County Clerk
CYNTHIA FIGUEROA CALHOUN

Return to
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas TX 75204
Attn: Patricia A. Sherman Bruce

2994610

STATE OF TEXAS §
COUNTY OF DALLAS §

4751480
07/29/04

\$46.00 Deed

I, Cynthia Figueroa Calhoun, Clerk of the County Court of Dallas County at Law No.2, Dallas County, Texas do hereby certify that the foregoing is a true and correct copy of document in Cause No. cc 03-00711-b.

Styled

Town Of Addison

VS

Motel 6 operating, L.P., et al.

AGREED JUDGEMENT, Entered in Volume 179, Pages 134-149, Minutes of County Court at Law No.3, Dallas County, Texas.

WITNESS MY HAND AND SEAL of said Court this
28th Day of July A.D. 2004.

CYNTHIA FIGUEROA CALHOUN,
COUNTY CLERK

By: Claudia Chavez
Claudia Chavez , Deputy



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COPY OF ORIGINAL
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COUNTY CLERK'S OFFICE

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CAUSE NO. 03-00711-B

TOWN OF ADDISON,
Plaintiff

V.

MOTEL 6 OPERATING, L.P., et al.
Defendants

§
§
§
§
§
§
§

IN THE COUNTY COURT

AT LAW NO. 2 OF

DALLAS COUNTY, TEXAS

AGREED JUDGMENT

ON THIS DAY in the above entitled and numbered cause came the TOWN OF ADDISON, referred to in this Judgment as Plaintiff, by and through its attorneys of record, and came Defendant Landowner; referred to as Defendants, by and through their respective attorneys of record, and the parties having presented evidence as well as an agreement for compromise and settlement to the Court, and the Court having considered the same, together with the pleadings on file in this cause, made the following determinations and findings:

That Plaintiff filed with this Court on January 21, 2003, a Petition in Condemnation wherein it prayed for the acquisition, through proceedings in eminent domain for a fee simple parcel of land, described in Exhibit A to the Petition and consisting of 0.6430 acres or 28,008 square feet (the "Property") for the construction, relocation, and extension of Arapaho Road, a public street in Addison, Texas;

That this Court appointed three disinterested freeholders who reside in Dallas County, Texas, as Special Commissioners, who subsequently met, took their oaths of office, set a date for the hearing before the Commissioners and caused notice of that hearing to be served as prescribed by law;

That after an agreed resetting of the Commissioners' hearing from March 14, 2003 to April 23, 2003, the Commissioners rendered their decision in writing, awarding the sum of



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FOUR HUNDRED THIRTY-ONE THOUSAND, TWO HUNDRED THIRTY-FOUR DOLLARS AND NO/100 (\$431,234.00) to Defendants;

That Objection to Special Commissioners' Findings was duly and timely filed by Defendants, Motel 6 Operating L.P., Motel 6 G.P., Inc. (now known as Accor North America, N.A.) and Georges Le Mener, individually and as officer of Motel 6, G.P., Inc., by and through their attorney of record, David C. Kent.

That pursuant to the Award of the Special Commissioners, the sum of FOUR HUNDRED THIRTY-ONE THOUSAND, TWO HUNDRED THIRTY-FOUR DOLLARS AND NO/100 (\$431,234.00) was deposited into the registry of the Court by Plaintiff for the use and benefit of Defendants and that the right of possession passed from Defendants to Plaintiff on May 29, 2003, pursuant to Section 21.021(a)(1), Texas Property Code;

That all prerequisites have been completed and all preliminary steps have been taken to confer jurisdiction on this Court, whether or not listed specifically in this Judgment, and that this cause is regularly in this Court for trial and disposition.

That Plaintiff has the right to condemn and acquire the property sought in this proceeding and described in the Petition in Condemnation on file in this cause, such attached to this Judgment as Exhibit "A" and incorporated by reference.

That the only matters at issue between Plaintiff and Defendants in this cause is the market value of the property condemned and acquired, and damages, if any, to the Defendants' remaining property.

That the parties have agreed that this cause should be compromised and settled for the total amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$475,000.00), an amount representing full and complete payment for the value of the land and improvements acquired and for any and all damages that may be due to Defendants as a result of



Plaintiff's acquisition of the Property. That the sum of \$431,234.00 was previously deposited with the Court and available for disbursement to the Defendants by this Court.

That the additional sum of FORTY-THREE THOUSAND, SEVEN HUNDRED SIXTY-SIX DOLLARS AND NO/100 (\$43,766.00) is the entire remaining balance due to Defendant landowners, under this Judgment, an amount determined by the parties to be fair and just compensation; that Defendants Jojos Restaurants, Inc. and David Childs, as Tax-Assessor Collector for Dallas County and Dallas Independent School District, shall take nothing from these additional monies.

That as additional consideration for the approval and acceptance of this Agreed Judgment, the parties agree to the following terms:

The Condemnor TOWN OF ADDISON shall replace existing landscaping and irrigation removed from the remainder with substitute landscaping and irrigation pursuant to the landscape plan for the roadway extension project for which the Property is acquired. Additionally, the Town of Addison acknowledges that the construction of the roadway and installation of the landscaping will have no effect on the existing Planned Development District Zoning classification of the Property and will not render the Property non-conforming with respect to its current use.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court:

I.

That the 28,008 square feet or 0.6430 acres described in the original petition in condemnation on file in this cause, and attached hereto as Exhibit "A" to this Judgment, be and are hereby vested out of all LANDOWNERS and the other named Defendants and are hereby vested in the TOWN OF ADDISON, a municipal corporation, in fee simple.



II.

That the Defendant LANDOWNERS, Motel 6 Operating L.P., Motel 6 G.P., Inc. (now known as Accor North America, N.A.) and Georges Le Mener, individually and as officer of Motel 6, G.P., Inc., Jojos Restaurants, Inc., Tax Assessor-Collector of Dallas County, and Dallas Independent School District are jointly entitled and hereby awarded a judgment against Plaintiff in the total amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$475,000.00) less the amount of the Commissioners' Award previously deposited in this cause, such amount being \$431,234.00, and less any and all amounts necessary to convey clear title by way of the payment and/or satisfaction of all taxes, liens, and any other encumbrances on the Subject acquired property which have been owing from May 29, 2003, to the present time.

III.

The Defendants Jojos Restaurants, Inc., and David Childs as Tax Assessor-Collector of Dallas County, and Dallas Independent School District take nothing by this Judgment that has not heretofore been awarded by the Special Commissioners.

IV.

That this Judgment will be fully satisfied by Plaintiff by the additional payment of FORTY-THREE THOUSAND, SEVEN HUNDRED SIXTY-SIX DOLLARS AND NO/100 (\$43,766.00), less any and all amounts necessary to convey clear title by way of the payment and/or satisfaction of all taxes, liens, and any other encumbrances on the Subject acquired property which have been owing from May 29, 2003, to the present time, to Motel 6 Operating L.P., Motel 6 G.P., Inc. (now known as Accor North America, N.A.) and Georges Le Mener,



individually and as officer of Motel 6, G.P., Inc., and their attorney of record, David C. Kent. Upon receipt of such payment, which shall bear no interest and no execution shall ever issue against the TOWN OF ADDISON for any further payment for the acquisition of the property, the subject of this action, this Judgment shall be fully satisfied. If the title company (such company to be chosen by Plaintiff) is unable to obtain all necessary releases or disclaimers to clear and insure title to the property within 30 days after this Judgment is entered, the additional payment due under this Judgment shall be deposited in the registry of the court.

V.

IT IS HEREBY ORDERED AND ADJUDGED by this Honorable Court that the Defendant Landowners and taxing entities shall be entitled to withdraw from the Registry of the Court FOUR HUNDRED THIRTY-ONE THOUSAND, TWO HUNDRED THIRTY-FOUR DOLLARS AND NO/100 (\$431,234.00) heretofore deposited into the Registry of the Court to the extent of their respective interest, and that no further order shall be required of the Clerk before the issuance of the check payable to the Defendants, save and except the statutory fees for withdrawal of monies from the Court's Registry.

VI.

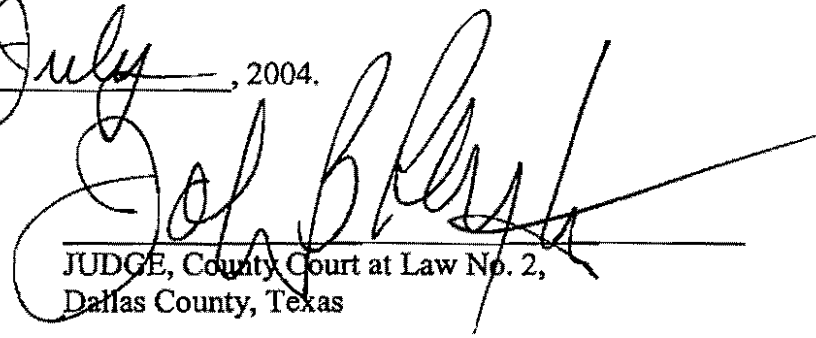
That all costs of Court incurred in this cause be taxed against the party incurring same. That the Plaintiff, TOWN OF ADDISON, has fully paid the cost of filing suit, costs of process, the costs provided in the Commissioners' Cost Bill; payment of such expenses is herein acknowledged. It is expressly understood that the Plaintiff, TOWN OF ADDISON, shall bear all costs associated with the closing on this Subject Property with the title company of its choice.



VII.

It is further agreed by the terms of the Judgment that all attorneys' fees incurred in the prosecution and/or defense of this action shall be borne by the party incurring same.

SIGNED this 6 day of July, 2004.



JUDGE, County Court at Law No. 2,
Dallas County, Texas



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2004 145 13017

179 0139

APPROVED AS TO FORM AND AGREED AS TO SUBSTANCE:

By: David C. Kent

DAVID C. KENT
State Bar No. 11316400
SEDGWICK DETERT MORAN &
ARNOLD, L.L.P.
1717 Main Street, Suite 5400
Dallas, Texas 75201
(469) 227-4658 (Telephone)
(469) 227-8004 (Telecopier)

COUNSEL OF RECORD FOR
DEFENDANTS
MOTEL 6 OPERATING, L.P.
MOTEL 6 G.P., INC., now known as Accor
North America, Inc.
GEORGES LE MENER, INDIVIDUALLY
AND AS OFFICER OF MOTEL 6, G.P., INC.

By: _____

NED WEBSTER
State Bar No. 21053300
HILL GILSTRAP
1400 West Abrams Street
Arlington, Texas 76013
(817) 261-2222 (Telephone)
(817) 274-9724 (Telecopier)

COUNSEL OF RECORD FOR JOJOS
RESTAURANTS, INC.

By: Angela K. Washington

KEN C. DIPPEL
State Bar No. 05893000
City Attorney for Town of Addison
ANGELA K. WASHINGTON
State Bar No. 20897155
Assistant City Attorney for Town of Addison
COWLES & THOMPSON, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202
(214) 672-2000 (Telephone)
(214) 672-2020 (Telecopier)

ATTORNEYS FOR PLAINTIFF
TOWN OF ADDISON

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APPROVED AS TO FORM AND AGREED AS TO SUBSTANCE:

By: _____
DAVID C. KENT
State Bar No. 11316400
SEDGWICK DETERT MORAN &
ARNOLD, L.L.P.
1717 Main Street, Suite 5400
Dallas, Texas 75201
(469) 227-4658 (Telephone)
(469) 227-8004 (Telecopier)

COUNSEL OF RECORD FOR
DEFENDANTS
MOTEL 6 OPERATING, L.P.
MOTEL 6 G.P., INC., now known as Accor
North America, Inc.
GEORGES LE MENER, INDIVIDUALLY
AND AS OFFICER OF MOTEL 6, G.P., INC.

By: *Ned Webster*
NED WEBSTER
State Bar No. 21053300
HILL GILSTRAP
1400 West Abrams Street
Arlington, Texas 76013
(817) 261-2222 (Telephone)
(817) 274-9724 (Telecopier)

COUNSEL OF RECORD FOR JOJOS
RESTAURANTS, INC.

By: _____
KEN C. DIPPEL
State Bar No. 05893000
City Attorney for Town of Addison
ANGELA K. WASHINGTON
State Bar No. 20897155
Assistant City Attorney for Town of Addison
COWLES & THOMPSON, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202
(214) 672-2000 (Telephone)
(214) 672-2020 (Telecopier)

ATTORNEYS FOR PLAINTIFF
TOWN OF ADDISON

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CAUSE NO. 03-00711-15 FILED

TOWN OF ADDISON

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IN THE COUNTY COURT

V.

AT LAW NUMBER 2

DALLAS COUNTY

MOTEL 6 OPERATING, L.P., ET AL.

DALLAS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION IN CONDEMNATION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW the Town of Addison, hereinafter referred to as Plaintiff, having by law the right of eminent domain and power of condemnation, acting herein by and through its duly elected City Council (the "Council"), for and on behalf of the Town of Addison, complaining herein of Motel 6 Operating, L.P.; Motel 6 G.P., Inc.; Georges Le Mener, individually and as officer of Motel 6, G.P., Inc.; and JoJos Restaurants, Inc., hereinafter referred to as Defendants; and for cause of action Plaintiff respectfully represents to the Court as follows:

I.

The Plaintiff, Town of Addison, a municipal corporation, has determined that the public necessity requires that certain land should be acquired from the Defendants herein.

II.

The Defendants are owners or claimants of some interest in the property being acquired who have been identified by diligent search by Plaintiff. Their respective addresses for service of process are:

Motel 6 Operating, L.P.
14651 Dallas Parkway
Suite 500
Dallas, Texas 75254

Motel 6 G.P., Inc.
14651 Dallas Parkway
Suite 500
Dallas, Texas 75254



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Georges Le Mener
14651 Dallas Parkway
Suite 500
Dallas, TX 75254

Jojos Restaurants, Inc.
203 E. Main Street P-11-5
Spartanburg, South Carolina 29319-0001

C T Corporation System
Registered Agent for Motel 6, Inc.
1601 Elm Street
Dallas, Texas 75201

C T Corporation System
Registered Agent for JoJos Restaurants, Inc.
350 N. St. Paul Street
Dallas, Texas 75201

Dallas County, Texas
Earl Bullock, County Clerk
Records Building, 2nd Floor
Dallas, TX 75202

Dallas Independent School District
3700 Ross Avenue
Dallas, TX 75204

III.

The public purpose of the acquisition is for the construction, relocation and extension of Arapaho Road, a public street in Addison, Texas.

IV.

The Addison City Council has by resolution determined that a fee simple estate is necessary for the construction, relocation and extension of the above-specified new street project. The land to be acquired in fee will be used for such purposes as specified herein.



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COUNTY CLERK'S OFFICE.

V.

Plaintiff is entitled to condemn the fee title in such land for said purposes and asks that it be condemned for such purposes.

VI.

The fee simple estate being acquired for the street is described in Exhibit A, attached hereto and made a part of this petition for all purposes.

VII.

Plaintiff would show, that through its duly authorized agents, it made bona fide attempts to purchase the required property from the defendant owners, that Plaintiff offered the fee owner fair market value as compensation for the property to be acquired, including damages to the remainder, if any, and that the parties have been unable to agree upon the sums to be paid for the purchase of this land or damages occasioned by the acquisition of the land and improvements, if any, and asks that special commissioners be appointed as provided by law to assess all amounts due to Defendants for the part taken and damages, if any.

VIII.

Plaintiff has named all known record owners of the land to be condemned. Plaintiff reserves the right to add additional parties if such interests should later appear.

IX.

On August 27, 2002, the City Council of the Town of Addison passed a resolution declaring that public convenience and necessity require that the property described in Exhibit A be acquired for the public purpose of construction, relocation, and extension of a public street, to wit Arapaho Road. The resolution further authorized the filing of the condemnation suit on behalf of the Plaintiff as provided by law.



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COUNTY CLERK'S OFFICE.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Special Commissioners be appointed to determine the compensation to be awarded to the Defendants, that a hearing be held after the parties are properly noticed and the Commissioners render an award to be filed with the Court, that writ of possession issue to Plaintiff and that upon final trial Plaintiff be awarded a judgment vesting fee simple title to the land described in Exhibit A in the Town of Addison, and that fair market compensation including damages, if any, be awarded to Defendants.

Plaintiff further prays for costs of court and for such other and further relief, both general and special, as Plaintiff may be entitled to receive.

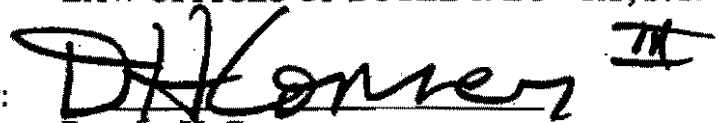
Respectfully submitted,

COWLES & THOMPSON, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202
(214) 672-2000
Fax: (214) 672-2020

Ken C. Dippel
City Attorney for Town of Addison
State Bar No. 05893000
Angela K. Washington
Assistant City Attorney for Town of Addison
State Bar No. 20897155

LAW OFFICES OF BOYLE & LOWRY, P.C.

By:



Douglas H. Conner
State Bar No. 04694000
4301 Wingren, Suite 108
Irving, Texas 75062
(972) 650-7100
Fax: (972) 650-7105



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COUNTY CLERK'S OFFICE**

**TRIAL ATTORNEY FOR PLAINTIFF
TOWN OF ADDISON, TEXAS**

EXHIBIT A



TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

2004 145 13024

179 0146

Parcel 6
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.6430 acre (28,008 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.9814 acre tract of land as conveyed to Motel 6 Operating L.P. on February 1, 1990 and recorded in Volume 90024, Page 0779 of the Deed Records of Dallas County, Texas, said called 4.9814 tract being all of the Rodeway Inn, an addition to the Town of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records, said 0.6430 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod found in the proposed North right of way of Arapaho Road and the South right of way line of a 100 foot wide railroad right of way as conveyed to Dallas Area Rapid Transit Property Acquisition Corporation (herein referred to as DART) on December 27, 1990 and recorded in Volume 91008, Page 1390 of said Deed Records, said point being the common Northwest corners of said called 4.9814 acre tract and said Rodeway Inn and Northeast corner of a called 3.334 acre tract of land as conveyed to Addison, R.E. on September 15, 1995 and recorded in Volume 95181, Page 03931 of said Deed Records, said called 3.334 acre tract being all of the Iceoplex Addition, an addition to the Town of Addison, as evidenced by the plat dated on September 20, 1995 and recorded in Volume 95210, Page 03012 of said Deed Records;

THENCE, SOUTH 89°58'49" EAST, along the common proposed North right of way line of Arapaho Road, North line of said called 4.9814 acre tract and South right of way line of said DART railroad, a distance of 268.11 feet (said line being called South 88°51'59" East - 76.23 feet and South 89°11'14" East - 216.99 feet) to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;



TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

EXHIBIT A

Page 1 of 3

2004 145 13025

179 0147

PARCEL 6 - ARAPAHO ROAD PROJECT

THENCE, EASTERLY, continuing along said common line and along the arc of said curve to the left having a radius of 2,914.79 feet, a central angle of 2°03'16", a chord bearing North 88°59'33" East for 104.51 feet, for an arc distance of 104.52 feet (said curve being called North 84°35'23" East - 79.73 feet) to a 5/8 inch iron rod set for the common Northeast corner of said called 4.9814 acre tract and Northwest corner of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of said Deed Records, said called 4.1525 acre tract being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records;

THENCE, SOUTH 00°24'10" EAST (called South 00°27'09" East), departing said common line and along the common East line of said called 4.9814 acre tract and West line of said called 4.1525 acre tract, a distance of 80.83 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

THENCE, NORTH 89°58'49" WEST, departing said common line and along the proposed South right of way of Arapaho Road, a distance of 296.05 feet to a 5/8 inch iron rod set in the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract;

THENCE, NORTH 00°31'18" WEST (called North 00°28'23" West), departing said line and along the said common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 19.13 feet to a 1/2 inch iron rod found for a common interior ell corner of said called 4.9814 acre tract and the most Easterly Northeast corner of said called 3.334 acre tract;

THENCE, SOUTH 89°55'39" WEST (called North 88°51'59" West), along a South line of said called 4.9814 acre tract and a North line of said called 3.334 acre tract, a distance of 75.91 feet (called 75.60 feet) to a 1/2 inch iron rod found for the common most Westerly Southwest corner of said called 4.9814 acre tract and an interior ell corner of said called 3.334 acre tract;

THENCE, NORTH 00°59'43" WEST (called North 01°04'54" West), along the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 59.96 feet (called 60.10 feet) to the **POINT OF BEGINNING**;



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EXHIBIT A

Page 2 of 3

2004 145 13026

179 0148

PARCEL 6 - ARAPAHO ROAD PROJECT

CONTAINING an area of 0.6430 acres or 28,008 square feet of land within the metes recited.

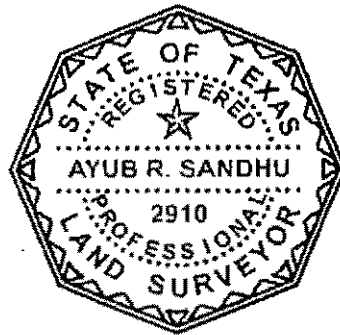
All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 11-12-99

Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

EXHIBIT A

2004 145 13027

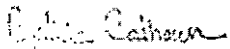
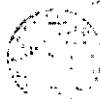
Page 3 of 3

179 0149

2004 145 13028

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

2004 JUL 29 PM 3:18


 COUNTY CLERK
DALLAS CO., TEXAS

2004 JUL 29 PM 3:18
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

July 9, 2004

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

RE: Cause No. 03-00711-B
Town of Addison v. Motel 6 Operating, L.P., et al.

Dear Steve:

Please find enclosed a conformed copy of the Agreed Judgment in the above-referenced cause. I will be forwarding a copy of the Judgment to the Title Company for purposes of filing in the deed records and closing on the property. If you have any questions, please give me a call.

Sincerely,

A handwritten signature in black ink that reads "Angela K. Washington".

Angela K. Washington

AKW/yjr
Enclosure

c(w/oEnc.): Mr. Mike Murphy
(w/Enc.) Mr. Doug Conner
(w/o Enc.) Mr. Ken C. Dippel

CAUSE NO. 03-00711-B

TOWN OF ADDISON,
Plaintiff

§
§
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§
§
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IN THE COUNTY COURT

V.

AT LAW NO. 2 OF

MOTEL 6 OPERATING, L.P., et al.
Defendants

DALLAS COUNTY, TEXAS

AGREED JUDGMENT

ON THIS DAY in the above entitled and numbered cause came the TOWN OF ADDISON, referred to in this Judgment as Plaintiff, by and through its attorneys of record, and came Defendant Landowner; referred to as Defendants, by and through their respective attorneys of record, and the parties having presented evidence as well as an agreement for compromise and settlement to the Court, and the Court having considered the same, together with the pleadings on file in this cause, made the following determinations and findings:

That Plaintiff filed with this Court on January 21, 2003, a Petition in Condemnation wherein it prayed for the acquisition, through proceedings in eminent domain for a fee simple parcel of land, described in Exhibit A to the Petition and consisting of 0.6430 acres or 28,008 square feet (the "Property") for the construction, relocation, and extension of Arapaho Road, a public street in Addison, Texas;

That this Court appointed three disinterested freeholders who reside in Dallas County, Texas, as Special Commissioners, who subsequently met, took their oaths of office, set a date for the hearing before the Commissioners and caused notice of that hearing to be served as prescribed by law;

That after an agreed resetting of the Commissioners' hearing from March 14, 2003 to April 23, 2003, the Commissioners rendered their decision in writing, awarding the sum of

FOUR HUNDRED THIRTY-ONE THOUSAND, TWO HUNDRED THIRTY-FOUR DOLLARS AND NO/100 (\$431,234.00) to Defendants;

That Objection to Special Commissioners' Findings was duly and timely filed by Defendants, Motel 6 Operating L.P., Motel 6 G.P., Inc. (now known as Accor North America, N.A.) and Georges Le Mener, individually and as officer of Motel 6, G.P., Inc., by and through their attorney of record, David C. Kent.

That pursuant to the Award of the Special Commissioners, the sum of FOUR HUNDRED THIRTY-ONE THOUSAND, TWO HUNDRED THIRTY-FOUR DOLLARS AND NO/100 (\$431,234.00) was deposited into the registry of the Court by Plaintiff for the use and benefit of Defendants and that the right of possession passed from Defendants to Plaintiff on May 29, 2003, pursuant to Section 21.021(a)(1), Texas Property Code;

That all prerequisites have been completed and all preliminary steps have been taken to confer jurisdiction on this Court, whether or not listed specifically in this Judgment, and that this cause is regularly in this Court for trial and disposition.

That Plaintiff has the right to condemn and acquire the property sought in this proceeding and described in the Petition in Condemnation on file in this cause, such attached to this Judgment as Exhibit "A" and incorporated by reference.

That the only matters at issue between Plaintiff and Defendants in this cause is the market value of the property condemned and acquired, and damages, if any, to the Defendants' remaining property.

That the parties have agreed that this cause should be compromised and settled for the total amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$475,000.00), an amount representing full and complete payment for the value of the land and improvements acquired and for any and all damages that may be due to Defendants as a result of

Plaintiff's acquisition of the Property. That the sum of \$431,234.00 was previously deposited with the Court and available for disbursement to the Defendants by this Court.

That the additional sum of FORTY-THREE THOUSAND, SEVEN HUNDRED SIXTY-SIX DOLLARS AND NO/100 (\$43,766.00) is the entire remaining balance due to Defendant landowners, under this Judgment, an amount determined by the parties to be fair and just compensation; that Defendants Jojos Restaurants, Inc. and David Childs, as Tax-Assessor Collector for Dallas County and Dallas Independent School District, shall take nothing from these additional monies.

That as additional consideration for the approval and acceptance of this Agreed Judgment, the parties agree to the following terms:

The Condemnor TOWN OF ADDISON shall replace existing landscaping and irrigation removed from the remainder with substitute landscaping and irrigation pursuant to the landscape plan for the roadway extension project for which the Property is acquired. Additionally, the Town of Addison acknowledges that the construction of the roadway and installation of the landscaping will have no effect on the existing Planned Development District Zoning classification of the Property and will not render the Property non-conforming with respect to its current use.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court:

I.

That the 28,008 square feet or 0.6430 acres described in the original petition in condemnation on file in this cause, and attached hereto as Exhibit "A" to this Judgment, be and are hereby vested out of all LANDOWNERS and the other named Defendants and are hereby vested in the TOWN OF ADDISON, a municipal corporation, in fee simple.

II.

That the Defendant LANDOWNERS, Motel 6 Operating L.P., Motel 6 G.P., Inc. (now known as Accor North America, N.A.) and Georges Le Mener, individually and as officer of Motel 6, G.P., Inc., Jojos Restaurants, Inc., Tax Assessor-Collector of Dallas County, and Dallas Independent School District are jointly entitled and hereby awarded a judgment against Plaintiff in the total amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$475,000.00) less the amount of the Commissioners' Award previously deposited in this cause, such amount being \$431,234.00, and less any and all amounts necessary to convey clear title by way of the payment and/or satisfaction of all taxes, liens, and any other encumbrances on the Subject acquired property which have been owing from May 29, 2003, to the present time.

III.

The Defendants Jojos Restaurants, Inc., and David Childs as Tax Assessor-Collector of Dallas County, and Dallas Independent School District take nothing by this Judgment that has not heretofore been awarded by the Special Commissioners.

IV.

That this Judgment will be fully satisfied by Plaintiff by the additional payment of FORTY-THREE THOUSAND, SEVEN HUNDRED SIXTY-SIX DOLLARS AND NO/100 (\$43,766.00), less any and all amounts necessary to convey clear title by way of the payment and/or satisfaction of all taxes, liens, and any other encumbrances on the Subject acquired property which have been owing from May 29, 2003, to the present time, to Motel 6 Operating L.P., Motel 6 G.P., Inc. (now known as Accor North America, N.A.) and Georges Le Mener,

individually and as officer of Motel 6, G.P., Inc., and their attorney of record, David C. Kent. Upon receipt of such payment, which shall bear no interest and no execution shall ever issue against the TOWN OF ADDISON for any further payment for the acquisition of the property, the subject of this action, this Judgment shall be fully satisfied. If the title company (such company to be chosen by Plaintiff) is unable to obtain all necessary releases or disclaimers to clear and insure title to the property within 30 days after this Judgment is entered, the additional payment due under this Judgment shall be deposited in the registry of the court.

V.

IT IS HEREBY ORDERED AND ADJUDGED by this Honorable Court that the Defendant Landowners and taxing entities shall be entitled to withdraw from the Registry of the Court FOUR HUNDRED THIRTY-ONE THOUSAND, TWO HUNDRED THIRTY-FOUR DOLLARS AND NO/100 (\$431,234.00) heretofore deposited into the Registry of the Court to the extent of their respective interest, and that no further order shall be required of the Clerk before the issuance of the check payable to the Defendants, save and except the statutory fees for withdrawal of monies from the Court's Registry.

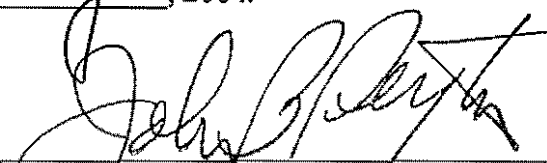
VI.

That all costs of Court incurred in this cause be taxed against the party incurring same. That the Plaintiff, TOWN OF ADDISON, has fully paid the cost of filing suit, costs of process, the costs provided in the Commissioners' Cost Bill; payment of such expenses is herein acknowledged. It is expressly understood that the Plaintiff, TOWN OF ADDISON, shall bear all costs associated with the closing on this Subject Property with the title company of its choice.

VII.

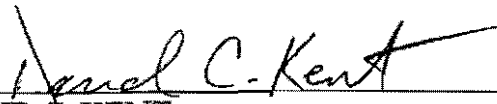
It is further agreed by the terms of the Judgment that all attorneys' fees incurred in the prosecution and/or defense of this action shall be borne by the party incurring same.

SIGNED this 6 day of July, 2004.



JUDGE, County Court at Law No. 2,
Dallas County, Texas

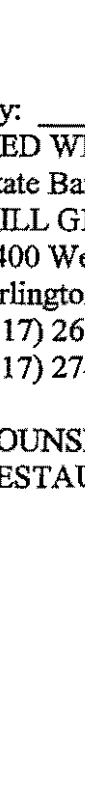
APPROVED AS TO FORM AND AGREED AS TO SUBSTANCE:

By: 
DAVID C. KENT
State Bar No. 11316400
SEDGWICK DETERT MORAN &
ARNOLD, L.L.P.
1717 Main Street, Suite 5400
Dallas, Texas 75201
(469) 227-4658 (Telephone)
(469) 227-8004 (Telecopier)

COUNSEL OF RECORD FOR
DEFENDANTS
MOTEL 6 OPERATING, L.P.
MOTEL 6 G.P., INC., now known as Accor
North America, Inc.
GEORGES LE MENER, INDIVIDUALLY
AND AS OFFICER OF MOTEL 6, G.P., INC.

By: _____
NED WEBSTER
State Bar No. 21053300
HILL GILSTRAP
1400 West Abrams Street
Arlington, Texas 76013
(817) 261-2222 (Telephone)
(817) 274-9724 (Telecopier)

COUNSEL OF RECORD FOR JOJOS
RESTAURANTS, INC.

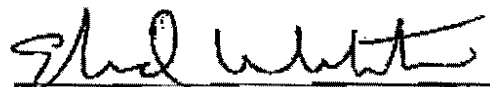
By: 
KEN C. DIPPEL
State Bar No. 05893000
City Attorney for Town of Addison
ANGELA K. WASHINGTON
State Bar No. 20897155
Assistant City Attorney for Town of Addison
COWLES & THOMPSON, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202
(214) 672-2000 (Telephone)
(214) 672-2020 (Telecopier)

ATTORNEYS FOR PLAINTIFF
TOWN OF ADDISON

APPROVED AS TO FORM AND AGREED AS TO SUBSTANCE:

By: _____
DAVID C. KENT
State Bar No. 11316400
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COUNSEL OF RECORD FOR
DEFENDANTS
MOTEL 6 OPERATING, L.P.
MOTEL 6 G.P., INC., now known as Accor
North America, Inc.
GEORGES LE MENER, INDIVIDUALLY
AND AS OFFICER OF MOTEL 6, G.P., INC.

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COUNSEL OF RECORD FOR JOJOS
RESTAURANTS, INC.

By: _____
KEN C. DIPPEL
State Bar No. 05893000
City Attorney for Town of Addison
ANGELA K. WASHINGTON
State Bar No. 20897155
Assistant City Attorney for Town of Addison
COWLES & THOMPSON, P.C.
901 Main Street, Suite 4000
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(214) 672-2000 (Telephone)
(214) 672-2020 (Telecopier)

ATTORNEYS FOR PLAINTIFF
TOWN OF ADDISON

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CAUSE NO. 03 - 00711-15 FILED

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TOWN OF ADDISON

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IN THE COUNTY COURT

V.

AT LAW NUMBER 2

DALLAS COUNTY

MOTEL 6 OPERATING, L.P., ET AL.

DALLAS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION IN CONDEMNATION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW the Town of Addison , hereinafter referred to as Plaintiff, having by law the right of eminent domain and power of condemnation, acting herein by and through its duly elected City Council (the "Council"), for and on behalf of the Town of Addison, complaining herein of Motel 6 Operating, L.P.; Motel 6 G.P., Inc.; Georges Le Mener, individually and as officer of Motel 6, G.P., Inc.; and JoJos Restaurants, Inc., hereinafter referred to as Defendants; and for cause of action Plaintiff respectfully represents to the Court as follows:

I.

The Plaintiff, Town of Addison, a municipal corporation, has determined that the public necessity requires that certain land should be acquired from the Defendants herein.

II.

The Defendants are owners or claimants of some interest in the property being acquired who have been identified by diligent search by Plaintiff. Their respective addresses for service of process are:

Motel 6 Operating, L.P.
14651 Dallas Parkway
Suite 500
Dallas, Texas 75254

Motel 6 G.P., Inc.
14651 Dallas Parkway
Suite 500
Dallas, Texas 75254

Georges Le Mener
14651 Dallas Parkway
Suite 500
Dallas, TX 75254

JoJos Restaurants, Inc.
203 E. Main Street P-11-5
Spartanburg, South Carolina 29319-0001

C T Corporation System
Registered Agent for Motel 6, Inc.
1601 Elm Street
Dallas, Texas 75201

C T Corporation System
Registered Agent for JoJos Restaurants, Inc.
350 N. St. Paul Street
Dallas, Texas 75201

Dallas County, Texas
Earl Bullock, County Clerk
Records Building, 2nd Floor
Dallas, TX 75202

Dallas Independent School District
3700 Ross Avenue
Dallas, TX 75204

III.

The public purpose of the acquisition is for the construction, relocation and extension of Arapaho Road, a public street in Addison, Texas.

IV.

The Addison City Council has by resolution determined that a fee simple estate is necessary for the construction, relocation and extension of the above-specified new street project. The land to be acquired in fee will be used for such purposes as specified herein.

V.

Plaintiff is entitled to condemn the fee title in such land for said purposes and asks that it be condemned for such purposes.

VI.

The fee simple estate being acquired for the street is described in Exhibit A, attached hereto and made a part of this petition for all purposes.

VII.

Plaintiff would show, that through its duly authorized agents, it made bona fide attempts to purchase the required property from the defendant owners, that Plaintiff offered the fee owner fair market value as compensation for the property to be acquired, including damages to the remainder, if any, and that the parties have been unable to agree upon the sums to be paid for the purchase of this land or damages occasioned by the acquisition of the land and improvements, if any, and asks that special commissioners be appointed as provided by law to assess all amounts due to Defendants for the part taken and damages, if any.

VIII.

Plaintiff has named all known record owners of the land to be condemned. Plaintiff reserves the right to add additional parties if such interests should later appear.

IX.

On August 27, 2002, the City Council of the Town of Addison passed a resolution declaring that public convenience and necessity require that the property described in Exhibit A be acquired for the public purpose of construction, relocation, and extension of a public street, to wit Arapaho Road. The resolution further authorized the filing of the condemnation suit on behalf of the Plaintiff as provided by law.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Special Commissioners be appointed to determine the compensation to be awarded to the Defendants, that a hearing be held after the parties are properly noticed and the Commissioners render an award to be filed with the Court, that writ of possession issue to Plaintiff and that upon final trial Plaintiff be awarded a judgment vesting fee simple title to the land described in Exhibit A in the Town of Addison, and that fair market compensation including damages, if any, be awarded to Defendants.

Plaintiff further prays for costs of court and for such other and further relief, both general and special, as Plaintiff may be entitled to receive.

Respectfully submitted,

COWLES & THOMPSON, P.C.

901 Main Street, Suite 4000

Dallas, Texas 75202

(214) 672-2000

Fax: (214) 672-2020

Ken C. Dippel

City Attorney for Town of Addison

State Bar No. 05893000

Angela K. Washington

Assistant City Attorney for Town of Addison

State Bar No. 20897155

LAW OFFICES OF BOYLE & LOWRY, P.C.

By:



Douglas H. Conner

State Bar No. 04694000

4301 Wingren, Suite 108

Irving, Texas 75062

(972) 650-7100

Fax: (972) 650-7105

**TRIAL ATTORNEY FOR PLAINTIFF
TOWN OF ADDISON, TEXAS**

EXHIBIT A

Parcel 6
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.6430 acre (28,008 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.9814 acre tract of land as conveyed to Motel 6 Operating L.P. on February 1, 1990 and recorded in Volume 90024, Page 0779 of the Deed Records of Dallas County, Texas, said called 4.9814 tract being all of the Rodeway Inn, an addition to the Town of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records, said 0.6430 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod found in the proposed North right of way of Arapaho Road and the South right of way line of a 100 foot wide railroad right of way as conveyed to Dallas Area Rapid Transit Property Acquisition Corporation (herein referred to as DART) on December 27, 1990 and recorded in Volume 91008, Page 1390 of said Deed Records, said point being the common Northwest corners of said called 4.9814 acre tract and said Rodeway Inn and Northeast corner of a called 3.334 acre tract of land as conveyed to Addison, R.E. on September 15, 1995 and recorded in Volume 95181, Page 03931 of said Deed Records, said called 3.334 acre tract being all of the Iceoplex Addition, an addition to the Town of Addison, as evidenced by the plat dated on September 20, 1995 and recorded in Volume 95210, Page 03012 of said Deed Records;

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EXHIBIT A

PARCEL 6 - ARAPAHO ROAD PROJECT

THENCE, EASTERLY, continuing along said common line and along the arc of said curve to the left having a radius of 2,914.79 feet, a central angle of 2°03'16", a chord bearing North 88°59'33" East for 104.51 feet, for an arc distance of 104.52 feet (said curve being called North 84°35'23" East - 79.73 feet) to a 5/8 inch iron rod set for the common Northeast corner of said called 4.9814 acre tract and Northwest corner of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of said Deed Records, said called 4.1525 acre tract being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records;

THENCE, SOUTH 00°24'10" EAST (called South 00°27'09" East), departing said common line and along the common East line of said called 4.9814 acre tract and West line of said called 4.1525 acre tract, a distance of 80.83 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

THENCE, NORTH 89°58'49" WEST, departing said common line and along the proposed South right of way of Arapaho Road, a distance of 296.05 feet to a 5/8 inch iron rod set in the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract;

THENCE, NORTH 00°31'18" WEST (called North 00°28'23" West), departing said line and along the said common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 19.13 feet to a 1/2 inch iron rod found for a common interior ell corner of said called 4.9814 acre tract and the most Easterly Northeast corner of said called 3.334 acre tract;

THENCE, SOUTH 89°55'39" WEST (called North 88°51'59" West), along a South line of said called 4.9814 acre tract and a North line of said called 3.334 acre tract, a distance of 75.91 feet (called 75.60 feet) to a 1/2 inch iron rod found for the common most Westerly Southwest corner of said called 4.9814 acre tract and an interior ell corner of said called 3.334 acre tract;

THENCE, NORTH 00°59'43" WEST (called North 01°04'54" West), along the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 59.96 feet (called 60.10 feet) to the **POINT OF BEGINNING**;

EXHIBIT A

PARCEL 6 - ARAPAHO ROAD PROJECT

CONTAINING an area of 0.6430 acres or 28,008 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 11-12-99
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

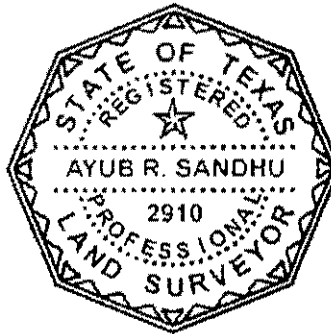


EXHIBIT A

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

July 29, 2004

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

RE: Parcel 6 (Motel 6), Arapaho Extension of Road Project

Dear Steve:

Enclosed for your file is the closing binder for the above-referenced matter. Upon receipt of the original recorded conveyance documents and the owner's title policy, I will forward those items to you. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

c(w/o Enc.): Mr. Mike Murphy
(w/o Enc.) Mr. Doug Conner
(w/o Enc.) Mr. Ken C. Dippel

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

July 21, 2004

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

**RE: *Town of Addison v. Motel 6 Operating, L.P., et al.*, Cause No. 03-00711-B
G. F. No. 02R14035/SJ7**

Dear Patricia:

Enclosed is a copy of the original executed Purchaser's Statement for the property that is the subject matter of the above-referenced cause. A copy of the executed statement was faxed to you on July 20, 2004. I have submitted the request for the transfer of funds to Addison's Finance Department. Thank you for your assistance on this matter.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

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

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

July 20, 2004

Ms. Carolyn Burgette
Accounting Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: *Town of Addison, Texas v. Motel 6 Operating, L.P., et al.*
Parcel 6 (Motel 6), Arapaho Extension of Road Project

Dear Carolyn:

Enclosed is a copy of the Agreed Judgment entered by the Court in the above-referenced cause, along with an executed copy of the Purchaser's Statement. As you will note from the Statement and the Judgment, the balance due is \$44,453.07. Please forward that amount to the Title Company so that we can complete the transaction. The wiring instructions are also enclosed. 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/Addison
(w/o Enclosures) Mr. Kenneth C. Dippel, w/firm

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

July 15, 2004

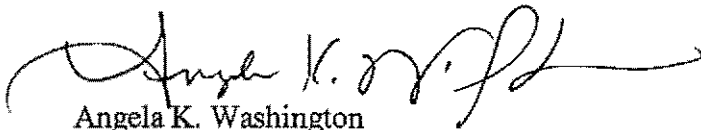
Mr. Ron Whitehead
City Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

Re: Parcel 6 (Motel 6), Arapaho Extension of Road Project

Dear Ron:

Enclosed is the Purchaser's Statement for the above-referenced property. Please execute the second page of the document and return the original executed statement to me at your earliest convenience. If you have any questions, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosure

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



REPUBLIC TITLE OF TEXAS, INC.

DATE: 07/16/2004
GF NO: 02R14035 SJ7

PURCHASER'S STATEMENT

SALE FROM: MOTEL 6 OPERATING L.P.
SALE TO: TOWN OF ADDISON
PROPERTY: / RODEWAY INN ADDITION (PT)

PURCHASE PRICE: Per Agreement \$ 475,000.00

PLUS: CHARGES

Table listing various charges: Filing fees, Agreed Judgement (46.00), Fees to the Title Company (Escrow Fee 300.00, Certified Copy 29.00, Owner title policy 237.00, Survey amendment for owner title policy 35.55), DISCLOSURE REQUIRED BY ARTICLE 9.53, INSURANCE CODE. 40.88 TO FIRST AMERICAN TITLE INSURANCE COMPANY, 231.67 TO REPUBLIC TITLE OF TEXAS, INC., DISCLOSURE INCLUDES TITLE PREMIUMS PAID BY ALL PARTIES, State of Texas Policy Guaranty Fee (1.00), Tax Service to : DATA TRACE INFORMATION SERVICES (38.52).

TOTAL CHARGES \$ 687.07

GROSS AMOUNT DUE BY PURCHASER \$ 475,687.07

LESS: CREDITS

Court Registry Crdt \$ 431,234.00

TOTAL CREDITS \$ 431,234.00

BALANCE DUE BY PURCHASER \$ 44,453.07

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement.

Purchaser understands that tax and insurance provisions and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Closing or Escrow Agent to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

SEE SIGNATURE ADDENDUM ATTACHED.

REPUBLIC TITLE OF TEXAS, INC.

CLOSING OR ESCROW AGENT

ADDRESS

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lienholder.

SIGNATURE ADDENDUM
TO PURCHASER'S CLOSING STATEMENT
GF NO. 02R14035_SJ7

SELLER: HOTEL 6 OPERATING L.P.

PURCHASER: TOWN OF ADDISON

PROPERTY: Being a 0.6430 acre tract of land out of RODEWAY INN,
an Addition to the Town of Addison, according to the Map thereof
recorded in Volume 81052, Page 775, Map Records, Dallas County, Texas

TOWN OF ADDISON, TEXAS

BY: _____
Ron Whitehead, City Manager

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

July 9, 2004

Mr. David C. Kent
Sedgwick Detert Moran & Arnold, L.L.P.
1717 Main Street, Suite 5400
Dallas, TX 75201

Mr. Ned Webster
Hill Gilstrap
1400 West Abrams Street
Arlington, TX 76013

Mr. Mark D. Smith
Ramirez & Associates, P.C.
2777 Stemmons Freeway, Suite 933
Dallas, TX 75207-2227

Mr. Edward Lopez
Linebarger, Goggin, Blair & Sampson
2323 Bryant Street, Suite 1600
Dallas, TX 75201

Ms. Cynthia Calhoun
County Clerk of Dallas County
Records Building
509 Main Street, 2nd Floor
Dallas, TX 75202

RE: Cause No. 03-00711-B
Town of Addison v. Motel 6 Operating, L.P., et al.

Gentlemen and Ms. Calhoun:

Please find enclosed a conformed copy of the Agreed Judgment in the above-referenced cause.
If you have any questions, please contact me.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosure

c(w/o Enc.): Ms. Mary Pesina, Court Clerk

July 9, 2004
Page 2

bcc(w/o Enc.): Mr. Mike Murphy
 (w/o Enc.) Mr. Steve Chutchian, w/Addison
 (w/o Enc.) Mr. Doug Conner
 (w/o Enc.) Mr. Ken Dippel, w/firm

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

July 9, 2004

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

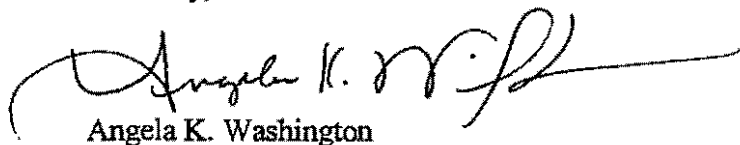
RE: *Town of Addison v. Motel 6 Operating L.P., et al.*
Your File No. 02R14035/SJ7

Dear Patricia:

Enclosed for filing in the Deed Records is a conformed copy of the Agreed Judgment in the above-referenced cause, which vests ownership of the property in the Town of Addison. Please prepare the finalized statements and schedule a closing date. Also, please let me know when you have obtained the necessary affidavits, waivers, and any other documents necessary to ensure clear title to the property.

With respect to the Agreed Judgment, please note in particular Paragraph IV, which provides specific instructions regarding payment. If you have any questions, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosure

c(w/o Enc.): Mr. David Kent
Mr. Mike Murphy
Mr. Steve Chutchian, w/Addison
Mr. Doug Conner
Mr. Ken Dippel, w/firm

DALLAS TYLER

901 MAIN STREET SUITE 4000 DALLAS, TEXAS 75202-3793
TEL 214.672.2000 FAX 214.672.2020
WWW.COWLESTHOMPSON.COM

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

June 30, 2004

VIA FACSIMILE (214) 855-8848

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

RE: Your File No. 02R14035/SJ7
Town of Addison v. Motel 6 Operating, L.P., et al.

Dear Patricia:

As stated in my e-mail sent earlier today, attached is a copy of the Agreed Judgment signed by the parties. I have contacted the attorney for the leasehold interest and he will be forwarding the execution page with his signature to me shortly. Once the Judgment has been signed by the Court, I will send the original to you for filing in the Deed Records. If you have any questions or need anything further, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Attachment

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

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

June 30, 2004

VIA FACSIMILE (469) 227-8004

Mr. David Kent
Sedgwick Detert Moran & Arnold, L.L.P.
1717 Main Street, Suite 5400
Dallas, TX 75201

RE: *Town of Addison v. Motel 6 Operating, L.P., et al.*
Cause No. 03-00711-B

Dear David:

To ensure that you receive the documents today, attached is the June 11, 2004 letter from Patricia Bruce, along with the updated Title Commitment. As you are aware, I have asked Patricia Bruce to forward to you any other documents that the title company will need from Motel 6 to clear title. I look forward to completion of this transaction.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela K. Washington".

Angela K. Washington

AKW/yjr
Attachment

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

COWLES & 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: *Town of Addison v. Motel 6 Operating L.P., et al.*
Your File No. 02R14035/SJ7**

Dear Patricia:

I have received and reviewed the draft Purchaser's Statement for Parcel 6 (Motel 6), Arapaho Extension of Road Project, which is the subject matter of the above-referenced cause of action. The Agreed Judgment, a copy of which was forwarded to you by letter dated June 30, 2004, has been signed by the parties and filed with the Court. Pursuant to that agreement, the total purchase price for the property is \$475,000.00. Thus, please issue the title policy for that amount and amend the Purchaser's Statement accordingly.

In connection with the policy, I have executed and am enclosing your Deletion of Arbitration Provision form. If you have any questions or need anything further, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Angela K. Washington'.

Angela K. Washington

AKW/yjr
Enclosure

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

G.F. NO. 02R14035 SJ7

POLICY NO. 002

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$1,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the Closing of your real estate transaction or by writing to the Company.

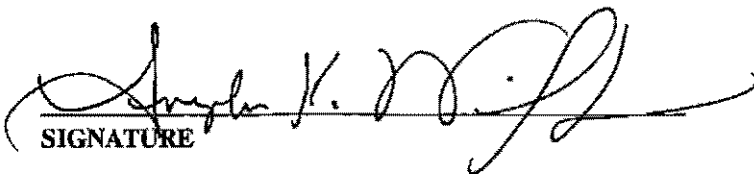
The arbitration provision in the Policy is as follows:

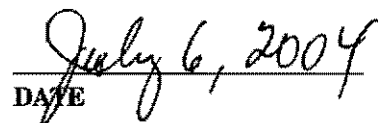
"Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this Policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less **SHALL BE** arbitrated at the request of either the Company or the Insured, unless the Insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this Policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at the Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The Law of the situs of the land shall apply to any arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request."

I request deletion of the Arbitration provision.


SIGNATURE


DATE

COWLES & 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**

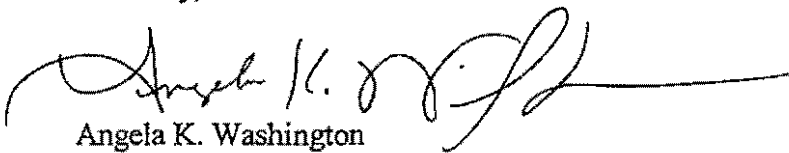
Ms. Patricia A. Sherman Bruce, Esq.
Vice President
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, TX 75204-4064

**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

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

July 2, 2004

VIA HAND DELIVERY

Ms. Mary Pesina
Court Clerk
County Court At Law No. 2
Dallas County Records Building
509 Main St., Suite 311
Dallas, Texas 75202-5755

RE: Cause No. 03-00711-B
Town of Addison v. Motel 6 Operating, L.P., et al.

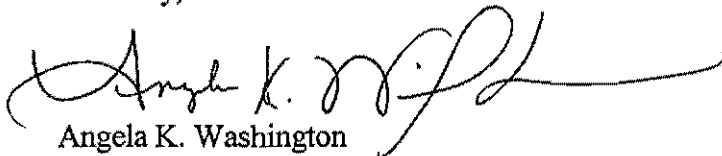
Dear Ms. Pesina:

Enclosed please find an original and seven (7) copies of the Agreed Judgment for filing in the above-referenced matter. After the Judge has executed said document, please file the original among the papers in this cause and return the file-stamped copies to me in the enclosed self-addressed, stamped envelope.

By copy of this letter, all counsel of record have been forwarded a copy of said document as indicated below. I will also provide all counsel with a conformed copy upon receipt.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosures

c(w/Enclosures):	Mr. David C. Kent	<i>Via Regular U.S. Mail</i>
(w/Enclosures)	Mr. Ned Webster	<i>Via Regular U.S. Mail</i>
(w/Enclosures)	Mr. Mark D. Smith	<i>Via Regular U.S. Mail</i>
(w/Enclosures)	Mr. Edward Lopez	<i>Via Regular U.S. Mail</i>
(w/Enclosures)	Ms. Cynthia Calhoun, Co. Clerk	<i>Via Regular U.S. Mail</i>

July 2, 2004
Page 2

bcc(w/Enclosures): Mr. Steve Chutchian, w/Addison
(w/Enclosures) Mr. Doug Conner
(w/o Enclosures) Mr. Ken Dippel, w/firm

CAUSE NO. 03-00711-B

TOWN OF ADDISON,
Plaintiff

V.

MOTEL 6 OPERATING, L.P., et al.
Defendants

§
§
§
§
§
§
§

IN THE COUNTY COURT

AT LAW NO. 2 OF

DALLAS COUNTY, TEXAS

AGREED JUDGMENT

ON THIS DAY in the above entitled and numbered cause came the TOWN OF ADDISON, referred to in this Judgment as Plaintiff, by and through its attorneys of record, and came Defendant Landowner; referred to as Defendants, by and through their respective attorneys of record, and the parties having presented evidence as well as an agreement for compromise and settlement to the Court, and the Court having considered the same, together with the pleadings on file in this cause, made the following determinations and findings:

That Plaintiff filed with this Court on January 21, 2003, a Petition in Condemnation wherein it prayed for the acquisition, through proceedings in eminent domain for a fee simple parcel of land, described in Exhibit A to the Petition and consisting of 0.6430 acres or 28,008 square feet (the "Property") for the construction, relocation, and extension of Arapaho Road, a public street in Addison, Texas;

That this Court appointed three disinterested freeholders who reside in Dallas County, Texas, as Special Commissioners, who subsequently met, took their oaths of office, set a date for the hearing before the Commissioners and caused notice of that hearing to be served as prescribed by law;

That after an agreed resetting of the Commissioners' hearing from March 14, 2003 to April 23, 2003, the Commissioners rendered their decision in writing, awarding the sum of

FOUR HUNDRED THIRTY-ONE THOUSAND, TWO HUNDRED THIRTY-FOUR DOLLARS AND NO/100 (\$431,234.00) to Defendants;

That Objection to Special Commissioners' Findings was duly and timely filed by Defendants, Motel 6 Operating L.P., Motel 6 G.P., Inc. (now known as Accor North America, N.A.) and Georges Le Mener, individually and as officer of Motel 6, G.P., Inc., by and through their attorney of record, David C. Kent.

That pursuant to the Award of the Special Commissioners, the sum of FOUR HUNDRED THIRTY-ONE THOUSAND, TWO HUNDRED THIRTY-FOUR DOLLARS AND NO/100 (\$431,234.00) was deposited into the registry of the Court by Plaintiff for the use and benefit of Defendants and that the right of possession passed from Defendants to Plaintiff on May 29, 2003, pursuant to Section 21.021(a)(1), Texas Property Code;

That all prerequisites have been completed and all preliminary steps have been taken to confer jurisdiction on this Court, whether or not listed specifically in this Judgment, and that this cause is regularly in this Court for trial and disposition.

That Plaintiff has the right to condemn and acquire the property sought in this proceeding and described in the Petition in Condemnation on file in this cause, such attached to this Judgment as Exhibit "A" and incorporated by reference.

That the only matters at issue between Plaintiff and Defendants in this cause is the market value of the property condemned and acquired, and damages, if any, to the Defendants' remaining property.

That the parties have agreed that this cause should be compromised and settled for the total amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$475,000.00), an amount representing full and complete payment for the value of the land and improvements acquired and for any and all damages that may be due to Defendants as a result of

Plaintiff's acquisition of the Property. That the sum of \$431,234.00 was previously deposited with the Court and available for disbursement to the Defendants by this Court.

That the additional sum of FORTY-THREE THOUSAND, SEVEN HUNDRED SIXTY-SIX DOLLARS AND NO/100 (\$43,766.00) is the entire remaining balance due to Defendant landowners, under this Judgment, an amount determined by the parties to be fair and just compensation; that Defendants Jojos Restaurants, Inc. and David Childs, as Tax-Assessor Collector for Dallas County and Dallas Independent School District, shall take nothing from these additional monies.

That as additional consideration for the approval and acceptance of this Agreed Judgment, the parties agree to the following terms:

The Condemnor TOWN OF ADDISON shall replace existing landscaping and irrigation removed from the remainder with substitute landscaping and irrigation pursuant to the landscape plan for the roadway extension project for which the Property is acquired. Additionally, the Town of Addison acknowledges that the construction of the roadway and installation of the landscaping will have no effect on the existing Planned Development District Zoning classification of the Property and will not render the Property non-conforming with respect to its current use.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court:

I.

That the 28,008 square feet or 0.6430 acres described in the original petition in condemnation on file in this cause, and attached hereto as Exhibit "A" to this Judgment, be and are hereby vested out of all LANDOWNERS and the other named Defendants and are hereby vested in the TOWN OF ADDISON, a municipal corporation, in fee simple.

II.

That the Defendant LANDOWNERS, Motel 6 Operating L.P., Motel 6 G.P., Inc. (now known as Accor North America, N.A.) and Georges Le Mener, individually and as officer of Motel 6, G.P., Inc., Jojos Restaurants, Inc., Tax Assessor-Collector of Dallas County, and Dallas Independent School District are jointly entitled and hereby awarded a judgment against Plaintiff in the total amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$475,000.00) less the amount of the Commissioners' Award previously deposited in this cause, such amount being \$431,234.00, and less any and all amounts necessary to convey clear title by way of the payment and/or satisfaction of all taxes, liens, and any other encumbrances on the Subject acquired property which have been owing from May 29, 2003, to the present time.

III.

The Defendants Jojos Restaurants, Inc., and David Childs as Tax Assessor-Collector of Dallas County, and Dallas Independent School District take nothing by this Judgment that has not heretofore been awarded by the Special Commissioners.

IV.

That this Judgment will be fully satisfied by Plaintiff by the additional payment of FORTY-THREE THOUSAND, SEVEN HUNDRED SIXTY-SIX DOLLARS AND NO/100 (\$43,766.00), less any and all amounts necessary to convey clear title by way of the payment and/or satisfaction of all taxes, liens, and any other encumbrances on the Subject acquired property which have been owing from May 29, 2003, to the present time, to Motel 6 Operating L.P., Motel 6 G.P., Inc. (now known as Accor North America, N.A.) and Georges Le Mener,

individually and as officer of Motel 6, G.P., Inc., and their attorney of record, David C. Kent. Upon receipt of such payment, which shall bear no interest and no execution shall ever issue against the TOWN OF ADDISON for any further payment for the acquisition of the property, the subject of this action, this Judgment shall be fully satisfied. If the title company (such company to be chosen by Plaintiff) is unable to obtain all necessary releases or disclaimers to clear and insure title to the property within 30 days after this Judgment is entered, the additional payment due under this Judgment shall be deposited in the registry of the court.

V.

IT IS HEREBY ORDERED AND ADJUDGED by this Honorable Court that the Defendant Landowners and taxing entities shall be entitled to withdraw from the Registry of the Court FOUR HUNDRED THIRTY-ONE THOUSAND, TWO HUNDRED THIRTY-FOUR DOLLARS AND NO/100 (\$431,234.00) heretofore deposited into the Registry of the Court to the extent of their respective interest, and that no further order shall be required of the Clerk before the issuance of the check payable to the Defendants, save and except the statutory fees for withdrawal of monies from the Court's Registry.

VI.

That all costs of Court incurred in this cause be taxed against the party incurring same. That the Plaintiff, TOWN OF ADDISON, has fully paid the cost of filing suit, costs of process, the costs provided in the Commissioners' Cost Bill; payment of such expenses is herein acknowledged. It is expressly understood that the Plaintiff, TOWN OF ADDISON, shall bear all costs associated with the closing on this Subject Property with the title company of its choice.

VII.

It is further agreed by the terms of the Judgment that all attorneys' fees incurred in the prosecution and/or defense of this action shall be borne by the party incurring same.

SIGNED this _____ day of _____, 2004.

JUDGE, County Court at Law No. 2,
Dallas County, Texas

APPROVED AS TO FORM AND AGREED AS TO SUBSTANCE:

By: David C. Kent

DAVID C. KENT
State Bar No. 11316400
SEDGWICK DETERT MORAN &
ARNOLD, L.L.P.
1717 Main Street, Suite 5400
Dallas, Texas 75201
(469) 227-4658 (Telephone)
(469) 227-8004 (Telecopier)

COUNSEL OF RECORD FOR
DEFENDANTS
MOTEL 6 OPERATING, L.P.
MOTEL 6 G.P., INC., now known as Accor
North America, Inc.
GEORGES LE MENER, INDIVIDUALLY
AND AS OFFICER OF MOTEL 6, G.P., INC.

By: _____

NED WEBSTER
State Bar No. 21053300
HILL GILSTRAP
1400 West Abrams Street
Arlington, Texas 76013
(817) 261-2222 (Telephone)
(817) 274-9724 (Telecopier)

COUNSEL OF RECORD FOR JOJOS
RESTAURANTS, INC.

By: Angela K. Washington

KEN C. DIPPEL
State Bar No. 05893000
City Attorney for Town of Addison
ANGELA K. WASHINGTON
State Bar No. 20897155
Assistant City Attorney for Town of Addison
COWLES & THOMPSON, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202
(214) 672-2000 (Telephone)
(214) 672-2020 (Telecopier)

ATTORNEYS FOR PLAINTIFF
TOWN OF ADDISON

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APPROVED AS TO FORM AND AGREED AS TO SUBSTANCE:

By: _____

DAVID C. KENT
State Bar No. 11316400
SEDGWICK DETERT MORAN &
ARNOLD, L.L.P.
1717 Main Street, Suite 5400
Dallas, Texas 75201
(469) 227-4658 (Telephone)
(469) 227-8004 (Telecopier)

COUNSEL OF RECORD FOR
DEFENDANTS
MOTEL 6 OPERATING, L.P.
MOTEL 6 G.P., INC., now known as Accor
North America, Inc.
GEORGES LE MENER, INDIVIDUALLY
AND AS OFFICER OF MOTEL 6, G.P., INC.

By:  _____

NED WEBSTER
State Bar No. 21053300
HILL GILSTRAP
1400 West Abrams Street
Arlington, Texas 76013
(817) 261-2222 (Telephone)
(817) 274-9724 (Telecopier)

COUNSEL OF RECORD FOR JOJOS
RESTAURANTS, INC.

By: _____

KEN C. DIPPEL
State Bar No. 05893000
City Attorney for Town of Addison
ANGELA K. WASHINGTON
State Bar No. 20897155
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ATTORNEYS FOR PLAINTIFF
TOWN OF ADDISON

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CAUSE NO. 03 - 00711-15 FILED

TOWN OF ADDISON

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§
§

IN THE COUNTY COURT

V.

AT LAW NUMBER 2

MOTEL 6 OPERATING, L.P., ET AL.

DALLAS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION IN CONDEMNATION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW the Town of Addison , hereinafter referred to as Plaintiff, having by law the right of eminent domain and power of condemnation, acting herein by and through its duly elected City Council (the "Council"), for and on behalf of the Town of Addison, complaining herein of Motel 6 Operating, L.P.; Motel 6 G.P., Inc.; Georges Le Mener, individually and as officer of Motel 6, G.P., Inc.; and JoJos Restaurants, Inc., hereinafter referred to as Defendants; and for cause of action Plaintiff respectfully represents to the Court as follows:

I.

The Plaintiff, Town of Addison, a municipal corporation, has determined that the public necessity requires that certain land should be acquired from the Defendants herein.

II.

The Defendants are owners or claimants of some interest in the property being acquired who have been identified by diligent search by Plaintiff. Their respective addresses for service of process are:

Motel 6 Operating, L.P.
14651 Dallas Parkway
Suite 500
Dallas, Texas 75254

Motel 6 G.P., Inc.
14651 Dallas Parkway
Suite 500
Dallas, Texas 75254

Georges Le Mener
14651 Dallas Parkway
Suite 500
Dallas, TX 75254

Jojos Restaurants, Inc.
203 E. Main Street P-11-5
Spartanburg, South Carolina 29319-0001

C T Corporation System
Registered Agent for Motel 6, Inc.
1601 Elm Street
Dallas, Texas 75201

C T Corporation System
Registered Agent for JoJos Restaurants, Inc.
350 N. St. Paul Street
Dallas, Texas 75201

Dallas County, Texas
Earl Bullock, County Clerk
Records Building, 2nd Floor
Dallas, TX 75202

Dallas Independent School District
3700 Ross Avenue
Dallas, TX 75204

III.

The public purpose of the acquisition is for the construction, relocation and extension of Arapaho Road, a public street in Addison, Texas.

IV.

The Addison City Council has by resolution determined that a fee simple estate is necessary for the construction, relocation and extension of the above-specified new street project. The land to be acquired in fee will be used for such purposes as specified herein.

V.

Plaintiff is entitled to condemn the fee title in such land for said purposes and asks that it be condemned for such purposes.

VI.

The fee simple estate being acquired for the street is described in Exhibit A, attached hereto and made a part of this petition for all purposes.

VII.

Plaintiff would show, that through its duly authorized agents, it made bona fide attempts to purchase the required property from the defendant owners, that Plaintiff offered the fee owner fair market value as compensation for the property to be acquired, including damages to the remainder, if any, and that the parties have been unable to agree upon the sums to be paid for the purchase of this land or damages occasioned by the acquisition of the land and improvements, if any, and asks that special commissioners be appointed as provided by law to assess all amounts due to Defendants for the part taken and damages, if any.

VIII.

Plaintiff has named all known record owners of the land to be condemned. Plaintiff reserves the right to add additional parties if such interests should later appear.

IX.

On August 27, 2002, the City Council of the Town of Addison passed a resolution declaring that public convenience and necessity require that the property described in Exhibit A be acquired for the public purpose of construction, relocation, and extension of a public street, to wit Arapaho Road. The resolution further authorized the filing of the condemnation suit on behalf of the Plaintiff as provided by law.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Special Commissioners be appointed to determine the compensation to be awarded to the Defendants, that a hearing be held after the parties are properly noticed and the Commissioners render an award to be filed with the Court, that writ of possession issue to Plaintiff and that upon final trial Plaintiff be awarded a judgment vesting fee simple title to the land described in Exhibit A in the Town of Addison, and that fair market compensation including damages, if any, be awarded to Defendants.

Plaintiff further prays for costs of court and for such other and further relief, both general and special, as Plaintiff may be entitled to receive.

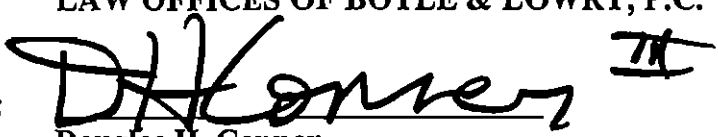
Respectfully submitted,

COWLES & THOMPSON, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202
(214) 672-2000
Fax: (214) 672-2020

Ken C. Dippel
City Attorney for Town of Addison
State Bar No. 05893000
Angela K. Washington
Assistant City Attorney for Town of Addison
State Bar No. 20897155

LAW OFFICES OF BOYLE & LOWRY, P.C.

By:


Douglas H. Conner
State Bar No. 04694000
4301 Wingren, Suite 108
Irving, Texas 75062
(972) 650-7100
Fax: (972) 650-7105

**TRIAL ATTORNEY FOR PLAINTIFF
TOWN OF ADDISON, TEXAS**

EXHIBIT A

Parcel 6
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.6430 acre (28,008 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.9814 acre tract of land as conveyed to Motel 6 Operating L.P. on February 1, 1990 and recorded in Volume 90024, Page 0779 of the Deed Records of Dallas County, Texas, said called 4.9814 tract being all of the Rodeway Inn, an addition to the Town of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records, said 0.6430 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod found in the proposed North right of way of Arapaho Road and the South right of way line of a 100 foot wide railroad right of way as conveyed to Dallas Area Rapid Transit Property Acquisition Corporation (herein referred to as DART) on December 27, 1990 and recorded in Volume 91008, Page 1390 of said Deed Records, said point being the common Northwest corners of said called 4.9814 acre tract and said Rodeway Inn and Northeast corner of a called 3.334 acre tract of land as conveyed to Addison, R.E. on September 15, 1995 and recorded in Volume 95181, Page 03931 of said Deed Records, said called 3.334 acre tract being all of the Iceoplex Addition, an addition to the Town of Addison, as evidenced by the plat dated on September 20, 1995 and recorded in Volume 95210, Page 03012 of said Deed Records;

THENCE, SOUTH 89°58'49" EAST, along the common proposed North right of way line of Arapaho Road, North line of said called 4.9814 acre tract and South right of way line of said DART railroad, a distance of 268.11 feet (said line being called South 88°51'59" East - 76.23 feet and South 89°11'14" East - 216.99 feet) to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;

EXHIBIT A

PARCEL 6 - ARAPAHO ROAD PROJECT

THENCE, EASTERLY, continuing along said common line and along the arc of said curve to the left having a radius of 2,914.79 feet, a central angle of $2^{\circ}03'16''$, a chord bearing North $88^{\circ}59'33''$ East for 104.51 feet, for an arc distance of 104.52 feet (said curve being called North $84^{\circ}35'23''$ East - 79.73 feet) to a 5/8 inch iron rod set for the common Northeast corner of said called 4.9814 acre tract and Northwest corner of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of said Deed Records, said called 4.1525 acre tract being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records;

THENCE, SOUTH $00^{\circ}24'10''$ EAST (called South $00^{\circ}27'09''$ East), departing said common line and along the common East line of said called 4.9814 acre tract and West line of said called 4.1525 acre tract, a distance of 80.83 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

THENCE, NORTH $89^{\circ}58'49''$ WEST, departing said common line and along the proposed South right of way of Arapaho Road, a distance of 296.05 feet to a 5/8 inch iron rod set in the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract;

THENCE, NORTH $00^{\circ}31'18''$ WEST (called North $00^{\circ}28'23''$ West), departing said line and along the said common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 19.13 feet to a 1/2 inch iron rod found for a common interior ell corner of said called 4.9814 acre tract and the most Easterly Northeast corner of said called 3.334 acre tract;

THENCE, SOUTH $89^{\circ}55'39''$ WEST (called North $88^{\circ}51'59''$ West), along a South line of said called 4.9814 acre tract and a North line of said called 3.334 acre tract, a distance of 75.91 feet (called 75.60 feet) to a 1/2 inch iron rod found for the common most Westerly Southwest corner of said called 4.9814 acre tract and an interior ell corner of said called 3.334 acre tract;

THENCE, NORTH $00^{\circ}59'43''$ WEST (called North $01^{\circ}04'54''$ West), along the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 59.96 feet (called 60.10 feet) to the **POINT OF BEGINNING**;

EXHIBIT A

PARCEL 6 - ARAPAHO ROAD PROJECT

CONTAINING an area of 0.6430 acres or 28,008 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 11-12-99

Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910

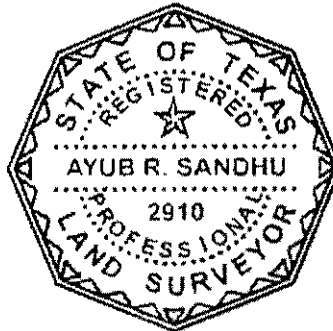


EXHIBIT A

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

June 22, 2004

Mr. David Kent
Sedgwick Detert Moran & Arnold, L.L.P.
1717 Main Street, Suite 5400
Dallas, TX 75201

RE: Agreed Order to Withdraw Funds
Town of Addison v. Motel 6 Operating, L.P., et al.
Cause No. 03-00711-B

Dear David:

Enclosed is the above-referenced document with a signed signature page. As we discussed, I have noted on the signature page our change from "agreed" to "no objection" as to substance. Once filed with the Court, please provide us with a copy with all signature pages.

Sincerely,

A handwritten signature in black ink, appearing to read 'Angela K. Washington'.

Angela K. Washington

AKW/yjr
Enclosure

c(w/Enc.): Mr. Mike Murphy, w/Addison
Mr. Steve Chutchian, w/Addison
Mr. Doug Conner
Mr. Kenneth C. Dippel, w/firm

TOWN OF ADDISON ,

Plaintiff,,

v.

MOTEL 6 OPERATING , L.P., et al.,

Defendants.

§ IN THE COUNTY COURT

§

§

§

§

AT LAW NO. 2

§

§

§

§

DALLAS COUNTY, TEXAS

AGREED ORDER TO WITHDRAW FUNDS

The Court, being advised that all parties in interest to this cause have agreed to the entry of this Order, as shown by the signatures of approval of counsel of record set out below, is of the opinion that this Agreed Order To Withdraw Funds should be entered. Accordingly, therefore, it is

ORDERED that the Dallas County Clerk shall immediately issue a check in the total amount of FOUR HUNDRED THIRTY-ONE THOUSAND, TWO HUNDRED THIRTY-FOUR AND NO/100's DOLLARS (\$431,234.00) plus any accrued interest, if any (less any statutory administrative fee) payable to "Accor North America, N.A." (formerly known as or successor-in-interest to Motel 6 Operating L.P., Motel 6 G.P., Inc., and Georges Le Mener, individually and as officer of Motel 6, G.P., Inc., as may be applicable), and shall forward said check via first class U.S. mail to the attention of Roger Reith, Vice President – Assistant General Counsel, Accor North America, N.A., 4001 International Parkway, Carrollton, TX 75007.

SIGNED this _____ day of _____, 2004.

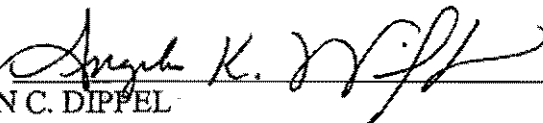
Judge Presiding

APPROVED AS TO FORM AND ~~AGREED~~ AS TO SUBSTANCE:

NO OBJECTION *AKW*

By: _____
DAVID C. KENT
State Bar No. 11316400
SEDGWICK DETERT MORAN & ARNOLD, L.L.P.
1717 Main St. -- 54th Floor
Dallas, Texas 75201
(469) 227-8200 (Telephone)
(469) 227-8004 (Telecopier)
COUNSEL FOR DEFENDANTS
ACCOR NORTH AMERICA, INC. f/k/a or
Successor in Interest to MOTEL 6 G.P., INC.,
GEORGES LE MENER, INDIVIDUALLY
AND AS OFFICER OF MOTEL 6, G.P., INC.

By: _____
MARK D. SMITH
State Bar No. 18648650
RAMIREZ & ASSOCIATES, P.C.
2777 Stemmons Freeway, Suite 933
Dallas, Texas 75207-2227
(214) 637-0933 (Telephone)
(214) 637-3399 (Telecopier)
COUNSEL FOR DALLAS INDEPENDENT
SCHOOL DISTRICT

By: 
KEN C. DIPPFL
State Bar No. 05893000
City Attorney for Town of Addison
ANGELA K. WASHINGTON
State Bar No. 20897155
Assistant City Attorney for Town of Addison
COWLES & THOMPSON, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202
(214) 672-2000 (Telephone)
(214) 672-2020 (Telecopier)
COUNSEL FOR PLAINTIFF
TOWN OF ADDISON

By: _____
DALLAS COUNTY, TEXAS
David Childs, Ph.D.
Dallas County Tax Assessor-Collector
500 Elm Street
Records Building, 1st Floor
Dallas, Texas 75202
(214) 653-7811 (Telephone)

By: _____
NED WEBSTER
State Bar No. 21053300
HILL GILSTRAP
1400 West Abrams St.
Arlington, Texas 76013
(817) 261-2222 (Telephone)
(817) 274-9724 (Telecopier)
COUNSEL FOR JOJO'S RESTAURANTS,
INC.

Steve Chutchian

To: jcullar@airmail.net
Subject: Parcel 6 - Motel 6 Property Owner Response

Jim - we received a response from the owner of Motel 6 (Parcel 6) regarding our appraisal and determination of damages. Mike Murphy and I looked it over and decided that we would benefit from your review of the letter and a preparation of your opinion of its content. I am faxing the letter to you this afternoon, and requesting an evaluation of the content of the letter and a response to the Town. Thanks.

Steve Chutchian

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Print your name, address, and ZIP Code in this box •

TOWN of Addison
P.O. Box 9010
Addison, TX 75001

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- 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):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Mr. Randy Lee VP.
Accor Economy Cg.
14651 Dallas Hwy. #500
DALLAS, TX 75254

4a. Article Number

7002 0860 0004 9719 5303

4b. Service Type

- Registered
- Express Mail
- Return Receipt for Merchandise
- Certified
- Insured
- COD

7. Date of Delivery

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

DATE SUBMITTED: August 19, 2002
FOR COUNCIL MEETING: August 27, 2002

Council Agenda Item

SUMMARY:

This item is to request Council consideration of a resolution authorizing condemnation for the acquisition of a 0.6430 acre tract of land owned by Motel 6 Operating, L.P., et al, for permanent right-of-way from the Roadway Inn Addition (located generally at 4301 Belt Line Road).

FINANCIAL IMPACT:

Budgeted Amount: N/A

Appraised Value: \$332,795.00.00

Source of Funds: Funds are available from Year 2000 General Obligation Bond Program, Project No. 83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho Road, Phase III project. Approximately 0.6430 acre of permanent right-of-way for the proposed extension of Arapaho Road (see attached Parcel 6 map) is required as part of the proposed roadway improvements. This parcel is a portion of the Roadway Inn Addition, and is owned by Motel 6 Operating L.P.

In October 2001, the firm of Evaluation Associates appraised the fee simple value of the 0.6430 acre of right-of-way at \$332,795.00, which included compensation for improvements (tennis court, fencing, etc.) in the amount of \$52,715.00. Staff has made several unsuccessful attempts to negotiate with the owner. On June 26, 2002, the Town submitted a final offer to the property owner (see attached letter), which included an offer of \$332,795.00. However, the property owner did not formally respond to the Town within the required thirty (30) day period of time.

RECOMMENDATION:

It is recommended that Council approve a resolution determining the necessity of acquiring the real property owned by Motel 6 Operating L.P., et al, and authorize its condemnation and/or appropriation for public use in connection with the realignment and extension of Arapaho Road.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R_____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS DETERMINING THE NECESSITY OF ACQUIRING THE HEREINAFTER DESCRIBED REAL PROPERTY OWNED BY MOTEL 6 OPERATING, L.P., ET AL. AND AUTHORIZING ITS CONDEMNATION AND/OR APPROPRIATION FOR PUBLIC USE IN CONNECTION WITH THE REALIGNMENT AND EXTENSION OF ARAPAHO ROAD IN ADDISON, TEXAS.

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

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

"PROPERTY": The areas described in Exhibit "A" attached hereto and made a part hereof for all purposes.

"PROPERTY INTEREST": Fee simple title to the land described in Exhibit "A" attached hereto and incorporated herein.

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

"OFFER AMOUNT": Three Hundred Thirty Two Thousand Seven Hundred and Ninety Five and No/100 Dollars (\$332,795.00).

"OWNERS": Motel 6 Operating, L.P.
Motel 6 G.P., Inc., general partner of Motel 6 Operating, L.P.
Georges Le Mener, individually and as officer of Motel 6, G.P., Inc.

"TENANTS/OWNERS": jojos Restaurants, Inc.

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

SECTION 3. That the PROPERTY is hereby determined to be necessary for the PROJECT. That for the purpose of acquiring the PROPERTY INTEREST in, over, and across the PROPERTY, the City Manager, or such employee as he may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY to be acquired and full damages allowable by law, which amount represents its fair cash market value.

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

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2002.

Mayor
Town of Addison, Texas

ATTEST:

APPROVED AS TO FORM:

Carmen Moran, City Secretary

Ken C. Dippel, City Attorney

"EXHIBIT A"

Parcel 6
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.6430 acre (28,008 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.9814 acre tract of land as conveyed to Motel 6 Operating L.P. on February 1, 1990 and recorded in Volume 90024, Page 0779 of the Deed Records of Dallas County, Texas, said called 4.9814 tract being all of the Rodeway Inn, an addition to the Town of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records, said 0.6430 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod found in the proposed North right of way of Arapaho Road and the South right of way line of a 100 foot wide railroad right of way as conveyed to Dallas Area Rapid Transit Property Acquisition Corporation (herein referred to as DART) on December 27, 1990 and recorded in Volume 91008, Page 1390 of said Deed Records, said point being the common Northwest corners of said called 4.9814 acre tract and said Rodeway Inn and Northeast corner of a called 3.334 acre tract of land as conveyed to Addison, R.E. on September 15, 1995 and recorded in Volume 95181, Page 03931 of said Deed Records, said called 3.334 acre tract being all of the Iceoplex Addition, an addition to the Town of Addison, as evidenced by the plat dated on September 20, 1995 and recorded in Volume 95210, Page 03012 of said Deed Records;

THENCE, SOUTH 89°58'49" EAST, along the common proposed North right of way line of Arapaho Road, North line of said called 4.9814 acre tract and South right of way line of said DART railroad, a distance of 268.11 feet (said line being called South 88°51'59" East - 76.23 feet and South 89°11'14" East - 216.99 feet) to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;

PARCEL 6 - ARAPAHO ROAD PROJECT

THENCE, EASTERLY, continuing along said common line and along the arc of said curve to the left having a radius of 2,914.79 feet, a central angle of 2°03'16", a chord bearing North 88°59'33" East for 104.51 feet, for an arc distance of 104.52 feet (said curve being called North 84°35'23" East - 79.73 feet) to a 5/8 inch iron rod set for the common Northeast corner of said called 4.9814 acre tract and Northwest corner of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of said Deed Records, said called 4.1525 acre tract being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records;

THENCE, SOUTH 00°24'10" EAST (called South 00°27'09" East), departing said common line and along the common East line of said called 4.9814 acre tract and West line of said called 4.1525 acre tract, a distance of 80.83 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

THENCE, NORTH 89°58'49" WEST, departing said common line and along the proposed South right of way of Arapaho Road, a distance of 296.05 feet to a 5/8 inch iron rod set in the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract;

THENCE, NORTH 00°31'18" WEST (called North 00°28'23" West), departing said line and along the said common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 19.13 feet to a 1/2 inch iron rod found for a common interior ell corner of said called 4.9814 acre tract and the most Easterly Northeast corner of said called 3.334 acre tract;

THENCE, SOUTH 89°55'39" WEST (called North 88°51'59" West), along a South line of said called 4.9814 acre tract and a North line of said called 3.334 acre tract, a distance of 75.91 feet (called 75.60 feet) to a 1/2 inch iron rod found for the common most Westerly Southwest corner of said called 4.9814 acre tract and an interior ell corner of said called 3.334 acre tract;

THENCE, NORTH 00°59'43" WEST (called North 01°04'54" West), along the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 59.96 feet (called 60.10 feet) to the **POINT OF BEGINNING**;

PARCEL 6 - ARAPAHO ROAD PROJECT

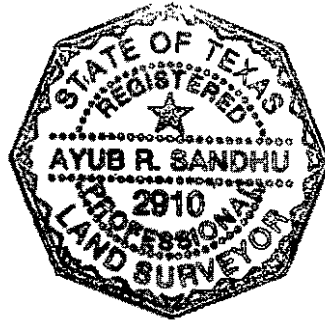
CONTAINING an area of 0.6430 acres or 28,008 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 11-12-99
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910





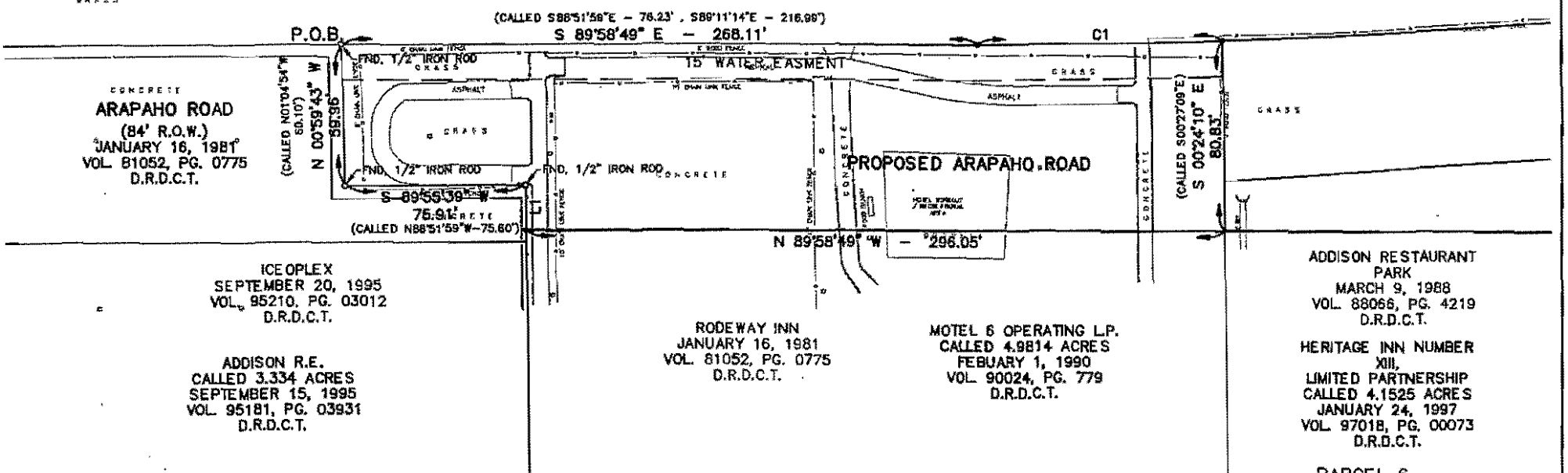
DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION
(100' R.O.W.)

DECEMBER 27, 1990
VOL. 91008, PG. 1390
D.R.D.C.T.

EDWARD COOK SURVEY
A-326

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLER
L1	N 00°31'18" W	N00°28'23"W	19.13'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	02°03'16"	2814.79'	104.52'	N 88°59'33" E - 104.51'



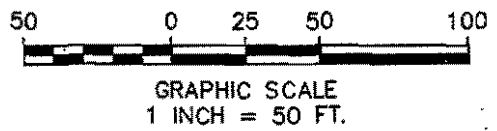
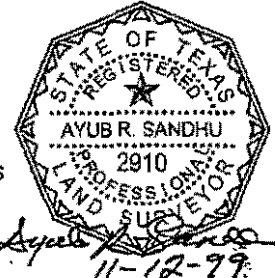
NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



EVALUATION ASSOCIATES

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

SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

Property Owner: Motel 6 Operating LP.
Parcel No. 6

Valuation Conclusion:

Whole Property (Land Only)	\$2,170,000
Proposed Acquisition	\$ 280,080
Remainder Before Acquisition	\$1,889,920
Remainder After Acquisition	\$1,889,920
Loss in Value of Remainder After	\$ -0-

Determination of Compensation:

Permanent Right of Way	\$ 280,080
Compensation for Improvements (tennis court, fencing)	\$ 52,715
Landscaping (None - Replacement)	\$ -0-

Total Compensation \$ 332,795

Date of Appraisal: October 5, 2001

Location: 4301 Belt Line Road, Town of Addison, Texas

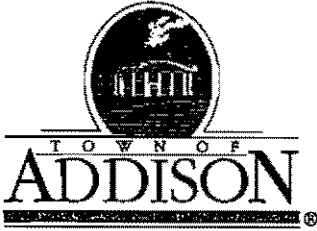
Legal Description: Roadway Inn Addition, Town of Addison, Dallas County, Texas

Land Size: Whole Property (per DCAD records) 4.97934 Acres
Right of way Area 0.6430 Acres

Zoning: SU, Special Use Permit, Planned Development District

Highest and Best Use:

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



OFFICE OF THE CITY MANAGER

(972) 450-7000 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

June 26, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Ste. 500
Dallas, Texas 75254

RE: Roadway Inn Addition

Dear Mr. Lee:

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 Motel 6. 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 in October 2001. The attached summary sheet shows the fair market value of this taking is \$332,795.00. In June 2002, the City Council of the Town of Addison authorized me to make an offer to purchase the 0.6430 acre tract of land at the appraised value of \$332,795.00.

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

June 26, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Ste. 500
Dallas, Texas 75254

RE: Roadway Inn Addition

Dear Mr. Lee:

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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

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

May 10, 2004

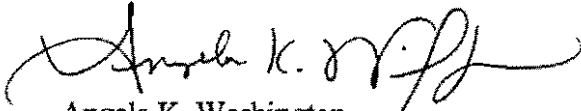
Ms. Patricia A. Sherman Bruce, Esq.
Vice President
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, TX 75204-4064

**RE: Your File No. 02R14035/SJ6
Parcel 6 (Motel 6), Arapaho Road Project**

Dear Patricia:

The Town of Addison is in litigation regarding the above-referenced parcel. We are in the process of negotiating an Agreed Judgment. As it has been quite some time since the Title Commitment was prepared for this property, please have an updated Commitment prepared at your earliest convenience. Should you have any questions or need anything further, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr

c: Mr. Steve Chutchian, w/ Addison
Mr. Mike Murphyw/Addison
Mr. Doug Conner
Mr. Kenneth C. Dippel, w/firm

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

May 10, 2004

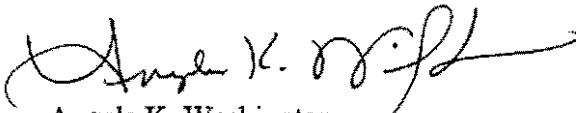
Ms. Janine Barber
Republic Title Company
2626 Howell Street, 10th Floor
Dallas, Texas 75204

**Re: Your File No. 02R14036/SJ6
Midway Centurion, Ltd. as Seller to Town of Addison, Texas as Buyer**

Dear Janine:

On April 27, 2004, I sent you a letter requesting a Title Commitment for additional property in connection with the above-referenced transaction on which you worked with John Hill with our office. Enclosed is the executed Agreement for the additional property. Please let me know if you have any questions or if you need anything further.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosure

c(w/o Enc.): Mr. Mike Murphy
(w/o Enc.) Mr. Steve Chutchian
(w/o Enc.) Mr. Kenneth Dippel
(w/o Enc.) Mr. John Hill

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

May 3, 2004

Mr. David Kent
Sedgwick Detert Moran & Arnold, L.L.P.
1717 Main Street, Suite 5400
Dallas, TX 75201

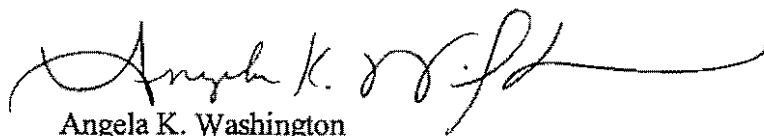
RE: *Town of Addison v. Motel 6 Operating, L.P., et al.*
Cause No. 03-00711-B

Dear Mr. Kent:

Enclosed for your review and execution is our proposed Agreed Judgment in the above-referenced cause. Once you have executed the document, please return it to me and I will forward it to Mr. Ned Webster, the attorney for Jojos Restaurants, Inc., for his signature.

As we have been trying to obtain your client's approval for quite some time, if I do not receive the executed Agreed Judgment or hear from you concerning language changes to the document within five (5) business days, I will assume that Motel 6 does not wish to finalize the settlement terms to which we agreed, and I will ask Mr. Conner to obtain a trial date.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosure

c(w/o Enc.): Mr. Mike Murphy, w/Town of Addison
Mr. Steve Chutchian, w/Town of Addison
Mr. Doug Conner
Mr. Kenneth C. Dippel, w/firm

To: Stave C.

From the Desk of: Gayle Walton

For Your Files

R03-079 + R03-080

TOWN OF ADDISON, TEXAS
RESOLUTION NO. R03-079

A RESOLUTION AUTHORIZING THE CITY'S ATTORNEY TO ENTER INTO AN AGREED JUDGMENT IN *TOWN OF ADDISON V. MOTEL 6 OPERATING, L.P., ET AL.*, CAUSE NO. 03-00711-B; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas filed under Cause No. 03-00711-B in the County Court at Law No. 2 against Motel 6 Operating L.P., et al. for the purpose of acquiring land needed for the construction, relocation and extension of Arapaho Road; and

WHEREAS, the Special Commissioners appointed by the Court, having convened and heard evidence on the matter, rendered a Special Commissioners' Award in the amount of \$431,234.00, which amount has been placed in the Registry of the Court; and

WHEREAS, Defendants Motel 6 Operating, L.P., Motel 6 G.P., Inc. (now known as Accor North America, Inc.), and Georges Le Mener, individually and as officer of Motel 6, G.P., Inc., have filed objection to the findings and award of the Special Commissioners; and

WHEREAS, said Defendants have proposed settlement of this matter for a total amount of \$475,000.00; and

WHEREAS, the City Council of the Town of Addison, Texas finds that it is in the public interest to settle this matter for said amount; Now, Therefore,

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

Section 1. That the City's attorney is hereby authorized to enter into an Agreed Judgment in *Town of Addison, Texas v. Motel 6 Operating, L.P., et al.*, Cause No. 03-00711-B, effectively settling the matter by providing a total amount of \$475,000.00 as compensation for the property, any damages to the Remainder, to save further costs and expense of litigation and to address any and all other matters as set forth in the pleadings on file in this Cause.

Section 2. That as the Town has already deposited the Special Commissioners' Award of \$431,234.00 into the Registry of the Court, the Director of Finance is hereby ordered to prepare a check(s) in an amount(s) necessary to cover the remaining settlement amount (\$43,766.00) and any incidental costs, payable as set forth in the Agreed Judgment or as otherwise agreed by the parties.

Section 3. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 12th day of August, 2003.



R. Scott Wheeler, Mayor

ATTEST:

By: 

Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: 

Ken Dippel, City Attorney

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R03-080

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING THE PURCHASE OF AN EASEMENT IN A 0.023 ACRE TRACT OF LAND GENERALLY LOCATED AT 15201 ADDISON ROAD FOR PERMANENT RIGHT-OF-WAY; APPROVING AN EASEMENT AGREEMENT FOR SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed Addison Road Improvement Project is currently underway, which includes right-of-way acquisitions; and

WHEREAS, a tract of land approximately 0.023 acres in size (as described in Exhibit A to the Easement Agreement attached hereto and incorporated herein) is required for permanent right-of-way in connection with the proposed improvement to Addison Road; and

WHEREAS, the owner of said tract has agreed to convey the necessary easement to the Town of Addison for \$30,000.00; and

WHEREAS, the owner has executed an agreement regarding the conveyance of such easement for said amount subject to approval by the City Council, which agreement is attached hereto and incorporated herein; Now, Therefore,

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

Section 1. That the City Council has determined that \$30,000.00 is reasonable compensation for the easement, as described in the above premises, to be acquired and all damages to the property remaining, and does hereby authorize the City Manager to acquire the easement in, over, under and through the 0.023 acre tract of land (as described in the attached Exhibit A to the Easement Agreement attached hereto and incorporated herein, and located generally at 15201 Addison Road) for permanent right-of-way for the expansion of Addison Road.

Section 2. That the City Council does hereby approve the Easement Agreement attached hereto regarding the purchase of the easement described in Section 1 above, and hereby authorizes the City Manager to take such other and further action as may be necessary to acquire the said easement.

Section 3. That the City Finance Director be and is hereby authorized to draw a check in favor of Sultan K. Chanaa, or the current owner(s) of record, in the amount of \$30,000.00.

Section 4. That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 12th day of August, 2003.



R. Scott Wheeler, Mayor

ATTEST:

APPROVED AS TO FORM:



Carmen Moran, City Secretary



Ken C. Dippel, City Attorney

Approved with an
additional "Whereas" ^{in the resolution} stating
Motel 6 is appealing the
commissioner's decision.

8-12-03

R18-1

Council Agenda Item: # R18

SUMMARY:

This item for the consideration and approval of a resolution authorizing the City's Attorney to enter into an agreed judgment in Town of Addison vs. Motel 6 Operating, L.P., et al, and providing for an effective date.

FINANCIAL IMPACT:

Budgeted Amount: N/A
Amount of Total Compensation: \$475,000.00
Source of Funds: Funds are available from Year 2002 General Obligation Bond Program, Project No. 83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho Road, Phase III project. Approximately 0.6430 acre of permanent right-of-way adjacent to the proposed project extension of Arapaho Road is required as part of the roadway improvements. This parcel is a portion of the Roadway Inn Addition, and is owned by Motel 6 Operating, L.P., et al.

Special Commissioners appointed by the Court previously rendered a Special Commissioner's Award, Cause No. 03-00711-B, in the amount of \$431,234.00, to Motel 6 for the acquisition of the necessary right-of-way. This amount of money has also been placed in the Registry of the Court. Through the appeal process, Motel 6 has proposed a settlement of compensation for the property, any damages to the remaining property, and to eliminate the further expense of litigation by all parties, in the total amount of \$475,000.00. The final settlement amount consists of an increase of \$43,766.00 over the original Special Commissioner's award.

RECOMMENDATION:

Staff recommends that Council approve a resolution authorizing the City's Attorney to enter into an agreed judgment in Town of Addison vs. Motel 6 Operating L.P., et al, Cause No. 03-00711-B, in the amount of \$475,000.00, and providing for an effective date.

R18-2

TOWN OF ADDISON, TEXAS
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY'S ATTORNEY TO ENTER INTO AN AGREED JUDGMENT IN *TOWN OF ADDISON V. MOTEL 6 OPERATING, L.P., ET AL.*, CAUSE NO. 03-00711-B; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas filed under Cause No. 03-00711-B in the County Court at Law No. 2 against Motel 6 Operating L.P., et al. for the purpose of acquiring land needed for the construction, relocation and extension of Arapaho Road; and

WHEREAS, the Special Commissioners appointed by the Court, having convened and heard evidence on the matter, rendered a Special Commissioners' Award in the amount of \$431,234.00, which amount has been placed in the Registry of the Court; and

WHEREAS, Motel 6 Operating, L.P., has proposed settlement of the matter for a total amount of \$475,000.00; and

WHEREAS, the City Council of the Town of Addison, Texas finds that it is in the public interest to settle this matter for said amount; Now, Therefore,

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

Section 1. That the City's attorney is hereby authorized to enter into an Agreed Judgment in *Town of Addison, Texas v. Motel 6 Operating, L.P., et al.*, Cause No. 03-00711-B, effectively settling the matter by providing a total amount of \$475,000.00 as compensation for the property, any damages to the Remainder, to save further costs and expense of litigation and to address any and all other matters as set forth in the pleadings on file in this Cause.

Section 2. That as the Town has already deposited the Special Commissioners' Award of \$431,234.00 into the Registry of the Court, the Director of Finance is hereby ordered to prepare a check(s) in an amount(s) necessary to cover the remaining settlement amount (\$43,766.00) and any incidental costs, payable as set forth in the Agreed Judgment or as otherwise agreed by the parties.

Section 3. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this
12th day of August, 2003.

R. Scott Wheeler, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

CAUSE NO. 03-00711-B

**TOWN OF ADDISON,
Plaintiff**

V.

**MOTEL 6 OPERATING, L.P., et al.
Defendants**

§
§
§
§
§
§
§

IN THE COUNTY COURT

AT LAW NO. 2 OF

DALLAS COUNTY, TEXAS

AGREED JUDGMENT

ON THIS DAY in the above entitled and numbered cause came the TOWN OF ADDISON, referred to in this Judgment as Plaintiff, by and through its attorneys of record, and came Defendant Landowner; referred to as Defendants, by and through their respective attorneys of record, and the parties having presented evidence as well as an agreement for compromise and settlement to the Court, and the Court having considered the same, together with the pleadings on file in this cause, made the following determinations and findings:

That Plaintiff filed with this Court on January 21, 2003, a Petition in Condemnation wherein it prayed for the acquisition, through proceedings in eminent domain for a fee simple parcel of land, described in Exhibit A to the Petition and consisting of 0.6430 acres or 28,008 square feet (the "Property") for the construction, relocation, and extension of Arapaho Road, a public street in Addison, Texas;

That this Court appointed three disinterested freeholders who reside in Dallas County, Texas, as Special Commissioners, who subsequently met, took their oaths of office, set a date for the hearing before the Commissioners and caused notice of that hearing to be served as prescribed by law;

That after an agreed resetting of the Commissioners' hearing from March 14, 2003 to April 23, 2003, the Commissioners rendered their decision in writing, awarding the sum of

DRAFT

FOUR HUNDRED THIRTY-ONE THOUSAND, TWO HUNDREED THIRTY-FOUR DOLLARS AND NO/100 (\$431,234.00) to Defendants;

That Objection to Special Commissioners' Findings was duly and timely filed by Defendants, Motel 6 Operating L.P., Motel 6 G.P., Inc. (now known as Accor North America, Inc.) and Georges Le Mener, individually and as officer of Motel 6, G.P., Inc., by and through their attorney of record, David C. Kent.

That pursuant to the Award of the Special Commissioners, the sum of FOUR HUNDRED THIRTY-ONE THOUSAND, TWO HUNDREED THIRTY-FOUR DOLLARS AND NO/100 (\$431,234.00) was deposited into the registry of the Court by Plaintiff for the use and benefit of Defendants and that the right of possession passed from Defendants to Plaintiff on May 29, 2003, pursuant to Section 21.021(a)(1), Texas Property Code;

That all prerequisites have been completed and all preliminary steps have been taken to confer jurisdiction on this Court, whether or not listed specifically in this Judgment, and that this cause is regularly in this Court for trial and disposition.

That Plaintiff has the right to condemn and acquire the property sought in this proceeding and described in the Petition in Condemnation on file in this cause, such attached to this Judgment as Exhibit "A" and incorporated by reference.

That the only matters at issue between Plaintiff and Defendants in this cause is the market value of the property condemned and acquired, and damages, if any, to the Defendants' remaining property.

That the parties have agreed that this cause should be compromised and settled for the total amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$475,000.00), an amount representing full and complete payment for the value of the land and improvements acquired and for any and all damages that may be due to Defendants as a result of

Plaintiff's acquisition of the Property. That the sum of \$431,234.00 was previously deposited with the Court and available for disbursement to the Defendants by this Court.

That the additional sum of FORTY-THREE THOUSAND, SEVEN HUNDRED SIXTY-SIX DOLLARS AND NO/100 (\$43,766.00) is the entire remaining balance due to Defendant landowners, under this Judgment, an amount determined by the parties to be fair and just compensation; that the Defendant David Childs, as Tax-Assessor Collector for Dallas County and Dallas Independent School District, shall take nothing from these additional monies.

That as additional consideration for the approval and acceptance of this Agreed Judgment, the parties agree to the following terms:

The Condemnor TOWN OF ADDISON shall replace existing landscaping and irrigation removed from the remainder with substitute landscaping and irrigation pursuant to the landscape plan for the roadway extension project for which the Property is acquired. Additionally, the Town of Addison acknowledges that the construction of the roadway and installation of the landscaping will have no effect on the existing Planned Development District Zoning classification of the Property and will not render the Property non-conforming with respect to its current use.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court:

I.

That the 28,008 square feet or 0.6430 acres described in the original petition in condemnation on file in this cause, and attached hereto as Exhibit "A" to this Judgment, be and are hereby vested out of all LANDOWNERS and the other named Defendants and are hereby vested in the TOWN OF ADDISON, a municipal corporation, in fee simple.

II.

That the Defendant LANDOWNERS, Motel 6 Operating L.P., Motel 6 G.P., Inc. (now known as Accor North America, Inc.) and Georges Le Mener, individually and as officer of Motel 6, G.P., Inc., Jojos Restaurants, Inc., Tax Assessor-Collector of Dallas County, and Dallas Independent School District are jointly entitled and hereby awarded a judgment against Plaintiff in the total amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$475,000.00) less the amount of the Commissioners' Award previously deposited in this cause, such amount being \$431,234.00, and less any and all amounts necessary to convey clear title by way of the payment and/or satisfaction of all taxes, liens, and any other encumbrances on the Subject acquired property which have been owing from May 29, 2003, to the present time.

III.

The Defendant as Tax Assessor-Collector of Dallas County, and Dallas Independent School District takes nothing by this Judgment that has not heretofore been awarded by the Special Commissioners.

IV.

That this Judgment has been fully satisfied by Plaintiff by the additional payment of FORTY-THREE THOUSAND, SEVEN HUNDRED SIXTY-SIX DOLLARS AND NO/100 (\$43,766.00) to Motel 6 Operating L.P., Motel 6 G.P., Inc. (now known as Accor North America, Inc.) and Georges Le Mener, individually and as officer of Motel 6, G.P., Inc., and their attorney of record, David C. Kent, such receipt of payment of FORTY-THREE THOUSAND, SEVEN HUNDRED SIXTY-SIX DOLLARS AND NO/100 (\$43,766.00) is hereby acknowledged that such amount has been received, and for that reason this subject Judgment has been satisfied and shall bear no interest and no execution shall ever issue against

DRAFT

the TOWN OF ADDISON for any further payment for the acquisition of the property, the subject of this action.

V.

IT IS HEREBY ORDERED AND ADJUDGED by this Honorable Court that the Defendant Landowners and taxing entities shall be entitled to withdraw from the Registry of the Court FOUR HUNDRED THIRTY-ONE THOUSAND, TWO HUNDRED THIRTY-FOUR DOLLARS AND NO/100 (\$431,234.00) heretofore deposited into the Registry of the Court to the extent of their respective interest, and that no further order shall be required of the Clerk before the issuance of the check payable to the Defendants, save and except the statutory fees for withdrawal of monies from the Court's Registry.

VI.

That all costs of Court incurred in this cause be taxed against the party incurring same. That the Plaintiff, TOWN OF ADDISON, has fully paid the cost of filing suit, costs of process, the costs provided in the Commissioners' Cost Bill; payment of such expenses is herein acknowledged. It is expressly understood that the Plaintiff, TOWN OF ADDISON, shall bear all costs associated with the closing on this Subject Property with the title company of its choice should it deem such costs reasonable or necessary, in its sole discretion.

VII.

It is further agreed by the terms of the Judgment that all attorneys' fees incurred in the prosecution and/or defense of this action shall be borne by the party incurring same.

SIGNED this _____ day of _____, 2003.

JUDGE, County Court at Law No. 2,
Dallas County, Texas

APPROVED AS TO FORM AND AGREED AS TO SUBSTANCE:

By: _____
DAVID C. KENT
State Bar No. 11316400
DIAMOND MCCARTHY TAYLOR
FINLEY BRYANT & LEE, L.L.P.
1201 Elm Street, 34th Floor
Dallas, Texas 75270
(214) 389-5300 (Telephone)
(214) 389-5399 (Telecopier)

COUNSEL OF RECORD FOR
DEFENDANTS
MOTEL 6 OPERATING, L.P.
MOTEL 6 G.P., INC., now known as Accor
North America, Inc.
GEORGES LE MENER, INDIVIDUALLY
AND AS OFFICER OF MOTEL 6, G.P., INC.

By: _____
MARK D. SMITH
State Bar No. 18648650
RAMIREZ & ASSOCIATES, P.C.
2777 Stemmons Freeway, Suite 933
Dallas, Texas 75207-2227
(214) 637-0933 (Telephone)
(214) 637-3399 (Telecopier)

COUNSEL OF RECORD FOR DALLAS
INDEPENDENT SCHOOL DISTRICT

By: _____
KEN C. DIPPEL
State Bar No. 05893000
City Attorney for Town of Addison
ANGELA K. WASHINGTON
State Bar No. 20897155
Assistant City Attorney for Town of Addison
COWLES & THOMPSON, P.C.
901 Main Street, Suite 4000
Dallas, Texas 75202
(214) 672-2000 (Telephone)
(214) 672-2020 (Telecopier)

ATTORNEYS FOR PLAINTIFF
TOWN OF ADDISON

By: _____
DALLAS COUNTY, TEXAS
David Childs, Ph.D.
Dallas County Tax Assessor-Collector
500 Elm Street
Records Building, 1st Floor
Dallas, Texas 75202
(214)653-7811 (Telephone)

DATE SUBMITTED: August 5, 2003
FOR COUNCIL MEETING: August 12, 2003

Council Agenda Item:

SUMMARY:

This item for the consideration and approval of a resolution authorizing the City's Attorney to enter into an agreed judgment in Town of Addison vs. Motel 6 Operating, L.P., et al, and providing for an effective date.

FINANCIAL IMPACT:

Budgeted Amount:	N/A
Amount of Total Compensation:	\$475,000.00
Source of Funds:	Funds are available from Year 2002 General Obligation Bond Program, Project No.83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho Road, Phase III project. Approximately 0.6430 acre of permanent right-of-way adjacent to the proposed project extension of Arapaho Road is required as part of the roadway improvements. This parcel is a portion of the Roadway Inn Addition, and is owned by Motel 6 Operating, L.P., et al.

Special Commissioners appointed by the Court previously rendered a Special Commissioner's Award, Cause No. 03-00711-B, in the amount of \$431,234.00, to Motel 6 for the acquisition of the necessary right-of-way. This amount of money has also been placed in the Registry of the Court. Through the appeal process, Motel 6 has proposed a settlement of compensation for the property, any damages to the remaining property, and to eliminate the further expense of litigation by all parties, in the total amount of \$475,000.00. The final settlement amount consists of an increase of \$43,766.00 over the original Special Commissioner's award.

RECOMMENDATION:

Staff recommends that Council approve a resolution authorizing the City's Attorney to enter into an agreed judgment in Town of Addison vs. Motel 6 Operating L.P., et al, Cause No. 03-00711-B, in the amount of \$475,000.00, and providing for an effective date.

TOWN OF ADDISON, TEXAS
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY'S ATTORNEY TO ENTER INTO AN AGREED JUDGMENT IN *TOWN OF ADDISON V. MOTEL 6 OPERATING, L.P., ET AL.*, CAUSE NO. 03-00711-B; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas filed under Cause No. 03-00711-B in the County Court at Law No. 2 against Motel 6 Operating L.P., et al. for the purpose of acquiring land needed for the construction, relocation and extension of Arapaho Road; and

WHEREAS, the Special Commissioners appointed by the Court, having convened and heard evidence on the matter, rendered a Special Commissioners' Award in the amount of \$431,234.00, which amount has been placed in the Registry of the Court; and

WHEREAS, Motel 6 Operating, L.P., has proposed settlement of the matter for a total amount of \$475,000.00; and

WHEREAS, the City Council of the Town of Addison, Texas finds that it is in the public interest to settle this matter for said amount; Now, Therefore,

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

Section 1. That the City's attorney is hereby authorized to enter into an Agreed Judgment in *Town of Addison, Texas v. Motel 6 Operating, L.P., et al.*, Cause No. 03-00711-B, effectively settling the matter by providing a total amount of \$475,000.00 as compensation for the property, any damages to the Remainder, to save further costs and expense of litigation and to address any and all other matters as set forth in the pleadings on file in this Cause.

Section 2. That as the Town has already deposited the Special Commissioners' Award of \$431,234.00 into the Registry of the Court, the Director of Finance is hereby ordered to prepare a check(s) in an amount(s) necessary to cover the remaining settlement amount (\$43,766.00) and any incidental costs, payable as set forth in the Agreed Judgment or as otherwise agreed by the parties.

Section 3. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 12th day of August, 2003.

R. Scott Wheeler, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

Addison!

FAXED
10-10-02
Ken Dipple

**PUBLIC WORKS
MEMORANDUM**

FAX COVER SHEET

TO: Ken Dipple
Fax 214-672-2020

FROM: Mike Murphy, Director of Public Works/Addison
Fax # (972) 450-2837
Off # (972) 450-2878

SUBJ: Motel 6 negotiations

DATE: October 10, 2002
(number of pages - 41)

Ken,

Please find attached copies of all negotiation correspondence with Motel 6. The first page is a summary of contents with associated dates.

Please call with any questions.

Mike



MOTEL 6

- 4/18/02 Public Works staff & Ron Whitehead met with Randy Lee & his engineering representative on-site to discuss project. Their concerns were as follows:
- Security
 - Perimeter Fencing
 - Landscaping
 - Noise Level
- 5/01/02 Right-of-way agent met with Randy Lee and discussed the project, including appraised value of taking.
- 5/29/02 Received response back from Randy Lee to Pat Haggerty. See attached letter.
- 6/08/02 Evaluation Associates submitted comments to Public Works staff regarding comments from 5/29/02 letter, with no changes recommended. See attached letter.
- 6/25/02 Received Council approval to make final offer to Motel 6, based on appraised value. See attached agenda documents.
- 6/06/02 Offer letter from City Manager sent to Randy Lee. See attached letter.
- 7/03/02 Mike Murphy received phone call from Randy Lee. See attached e-mail.
- 7/17/02 Follow-up letter from City Manager sent to Randy Lee. See attached letter.
- 8/05/02 Mike spoke with Randy Lee. Mr. Lee said that he "could not get his arms around our offer & that we should go to court." He wanted to be in attendance at the 8/27/02 Council meeting. Staff sent notice of meeting to Mr. Lee. However, he did not attend.
- 8/08/02 Additional follow-up letter sent by Mike Murphy to Randy Lee. See attached letter.
- 8/27/02 Received Council approval authorizing condemnation of Motel 6 property. See attached agenda documents.
- 9/17/02 Notice of condemnation sent by Ron Whitehead to Randy Lee. See attached letter.
- 9/25/02 Counter offer sent by Motel 6. See attached letter.
- 10/2/02 Letter that rejects the Motel 6 counter offer sent by Ron Whitehead. See attached letter.
- 10/08/02 Response to rejection letter sent by Randy Lee to Mayor Scott Wheeler. See attached letter.



Accor Economy Lodging
14651 Dallas Parkway, Ste 500
Dallas, TX 75254
Tel: 972-386-6161



May 29, 2002



Mr. Patrick J. Haggerty, SIOR
Campbell Company of Dallas, Inc
16475 Dallas Pkwy # 700
Addison, TX 75001
Via Fax 972-248-0230

RE: Arapaho Road Extension Effect on Motel 6.

Dear Patrick:

As promised, here is my response to your value of Motel 6's damages as a result of the above referenced project to be done by the City of Addison, TX.

Regarding the land, you value our entire parcel at \$2,170,000 using land sites that are not as good as Motel 6's. Additionally, our assessed value is \$2,899,880 for this same parcel per the recent revaluation by Dallas County. I would expect compensation from the City of Addison to be in line what the assessed value. On a per square foot basis, that is \$374,472 for .6430 acres as opposed to your suggested \$280,080 or an additional \$94,392.

Regarding the loss of the recreational amenities on the land to be taken, I think you have minimized their value. You say, they are of an 80's era however, they are a very necessary amenity for our guest and property. Today, most new limited service hotels that do not have these amenities are less than 80 rooms. We have 148 rooms at this property that we pay taxes on and employ people to operate and maintain. We will not find as many customers to fill these rooms without the amenities we stand to lose as a result of this project. I'm requesting you review your position on this and discuss it with the City Manager in an effort to re-value these amenities. For purposes of business value and as of this letter, I have not valued these amenities however assure you that \$ 52,750 is a very low figure in my opinion.

Additionally, The City of Addison should be prepared to compensate us for the following items:

- The cost to completely redevelop the lighting on the north perimeter of the property. This is not included in your evaluation.
- The cost to replace the fence on the northern perimeter of the property.
- Reasonable installation of landscaping above that planned by the City of Addison.

Other issues I see at this point are:

- Noise: With an elevated roadway a few feet away from our building, its going to be loud for our guest and make the property less desirable. We discussed with the city engineers the concept of placing 3-foot tall lane dividers or the like to divert noise up as opposed to out. We would like to know what the city plans to do about this.
- Signage: We will have a property with two commercial sides. I think an appropriate variance to the City of Addisons sign code allowing us an additional pole sign on Arapaho Road identifying the property and its access is from Beltline Road is necessary. This will also help identify Arapaho Road as something more than an alley to Beltline Road if we do this. The City of Addison should also pay for the sign.
- Variances: We need the City of Addison to put in place / make of record all variances necessary to make our property compliant with all City and County Codes as a result of this project.

Please note this letter is complete only to the extent of which your evaluation identifies our damages and a preliminary site review by our in-house engineer and myself. We cannot complete our assessment of damages or financial impact until we see the construction plans prepared by the City of Addison. I can be available to talk to you and or the City Manager at the end of June. Please send me the time schedule including the date of possession, construction start and end dates.

Sincerely,



Randy Lee
Vice President
Real Estate & Development

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>
Total				\$13,341

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.

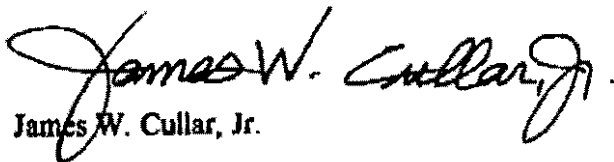
Signage: Most businesses which need to attract customers, desire as many sign location options as possible. If the current business operation functions with only signs on Beltline Road, one might question the additional effectiveness of another sign on a, for the most part, limited access road, at the 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,

A handwritten signature in black ink that reads "James W. Cullar, Jr." with a stylized, cursive script.

James W. Cullar, Jr.

Passed
6-25-02

Council Agenda Item #R17

SUMMARY:

This item is for approval to make an offer to Motel 6 Operating L.P., for acquisition of a portion of the Roadway Inn Addition.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Cost: \$332,795.00

Source of Funds: Funds are available from Year 2000 General Obligation Bond Program, Project No. 83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho road, Phase III project. Approximately 0.6430 acre of permanent right-of-way adjacent to the proposed extension of Arapaho Road (see attached Parcel 6 map) is required as part of the proposed roadway improvements. This parcel is a portion of the Roadway Inn Addition, and is owned by Motel 6 Operating L.P.

In October 2001, the firm of Evaluation Associates performed an appraisal of the value (summary attached) of the proposed fee-simple taking. The appraisal of 0.6430 acre on this site resulted in a Total Compensation value of \$332,795.00.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to offer a total of \$332,795.00 to Motel 6 Operating L.P., for the acquisition of 0.6430 acre of permanent right-of-way from the Roadway Inn Addition.

EVALUATION ASSOCIATES

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

SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

Property Owner: Motel 6 Operating LP.
Parcel No. 6

Valuation Conclusion:

Whole Property (Land Only)	\$2,170,000
Proposed Acquisition	\$ 280,080
Remainder Before Acquisition	\$1,889,920
Remainder After Acquisition	\$1,889,920
Loss in Value of Remainder After	\$ -0-

Determination of Compensation:

Permanent Right of Way	\$ 280,080
Compensation for Improvements (tennis court, fencing)	\$ 52,715
Landscaping (None - Replacement)	\$ -0-
Total Compensation	\$ 332,795

Date of Appraisal: October 5, 2001

Location: 4301 Belt Line Road, Town of Addison, Texas

Legal Description: Roadway Inn Addition, Town of Addison, Dallas County, Texas

Land Size: Whole Property (per DCAD records) 4.97934 Acres
Right of way Area 0.6430 Acres

Zoning: SU, Special Use Permit, Planned Development District

Highest and Best Use:

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

EXHIBIT "B"

DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION
(100' R.O.W.)

DECEMBER 27, 1990
VOL. 91008, PG. 1390
D.R.D.C.T.

EDWARD COOK SURVEY
A-326

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	N 00°31'18" W	N00°28'23" W	19.13'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	02°03'16"	2914.79'	104.52'	N 88°59'33" E - 104.51'



GRASS

GRASS

GRASS

GRASS

(CALLED S88°51'59"E - 76.23', S89°11'14"E - 218.99')
S 89°58'49" E - 268.11'

P.O.B.

C1

CONCRETE
ARAPAHO ROAD
(84' R.O.W.)
JANUARY 16, 1981
VOL. 81052, PG. 0775
D.R.D.C.T.

(CALLED N00°45'54" W
60.10')
N 00°59'43" W
59.96'

FND. 1/2" IRON ROD
GRASS
ASPHALT
FND. 1/2" IRON ROD
S 89°55'38" W
75.81'
(CALLED N88°51'59" W - 75.60')

15' WATER EASEMENT

GRASS

PROPOSED ARAPAHO ROAD

N 89°58'49" W - 296.05'

(CALLED S00°24'10" E
80.83')

GRASS

ICE OPLEX
SEPTEMBER 20, 1995
VOL. 95210, PG. 03012
D.R.D.C.T.

ADDISON R.E.
CALLED 3.334 ACRES
SEPTEMBER 15, 1995
VOL. 95181, PG. 03931
D.R.D.C.T.

RODEWAY INN
JANUARY 16, 1981
VOL. 81052, PG. 0775
D.R.D.C.T.

MOTEL 6 OPERATING L.P.
CALLED 4.9814 ACRES
FEBRUARY 1, 1990
VOL. 90024, PG. 779
D.R.D.C.T.

ADDISON RESTAURANT
PARK
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

HERITAGE INN NUMBER
XII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
JANUARY 24, 1997
VOL. 97018, PG. 00073
D.R.D.C.T.

PARCEL 6
A PLAT OF A
0.6430 ACRE (28,008 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

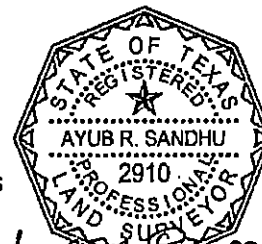
NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
 - DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



Ayub R. Sandhu
11-12-99



GRAPHIC SCALE
1 INCH = 50 FT.

Accor Economy Lodging
14651 Dallas Parkway, Ste 500
Dallas, TX 75254
Tel: 972-386-6161

ACCOR

Executive
Session
Handout for
Item # R17



May 29, 2002



Mr. Patrick J. Haggerty, SIOR
Campbell Company of Dallas, Inc
16475 Dallas Pkwy # 700
Addison, TX 75001
Via Fax 972-248-0230

RE: Arapaho Road Extension Effect on Motel 6.

Dear Patrick:

As promised, here is my response to your value of Motel 6's damages as a result of the above referenced project to be done by the City of Addison, TX.

Regarding the land, you value our entire parcel at \$2,170,000 using land sites that are not as good as Motel 6's. Additionally, our assessed value is \$2,899,880 for this same parcel per the recent revaluation by Dallas County. I would expect compensation from the City of Addison to be in line what the assessed value. On a per square foot basis, that is \$374,472 for .6430 acres as opposed to your suggested \$280,080 or an additional \$94,392.

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Additionally, The City of Addison should be prepared to compensate us for the following items:

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Other issues I see at this point are:

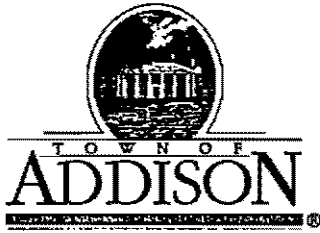
- Noise: With an elevated roadway a few feet away from our building, its going to be loud for our guest and make the property less desirable. We discussed with the city engineers the concept of placing 3-foot tall lane dividers or the like to divert noise up as opposed to out. We would like to know what the city plans to do about this.
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Please note this letter is complete only to the extent of which your evaluation identifies our damages and a preliminary site review by our in-house engineer and myself. We cannot complete our assessment of damages or financial impact until we see the construction plans prepared by the City of Addison. I can be available to talk to you and or the City Manager at the end of June. Please send me the time schedule including the date of possession, construction start and end dates.

Sincerely,



Randy Lee
Vice President
Real Estate & Development



OFFICE OF THE CITY MANAGER

(972) 450-7000 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

June 26, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Ste. 500
Dallas, Texas 75254

RE: Roadway Inn Addition

Dear Mr. Lee:

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 Motel 6. 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 in October 2001. The attached summary sheet shows the fair market value of this taking is \$332,795.00. In June 2002, the City Council of the Town of Addison authorized me to make an offer to purchase the 0.6430 acre tract of land at the appraised value of \$332,795.00.

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

Property Owner: Motel 6 Operating LP.
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Total Compensation \$ 332,795

Date of Appraisal: October 5, 2001

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Legal Description: Roadway Inn Addition, Town of Addison, Dallas County, Texas

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Right of way Area 0.6430 Acres

Zoning: SU, Special Use Permit, Planned Development District

Highest and Best Use:

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

DALLAS AREA RAPID TRANSIT

PROPOSED ROW

41500'

21500'

21500'

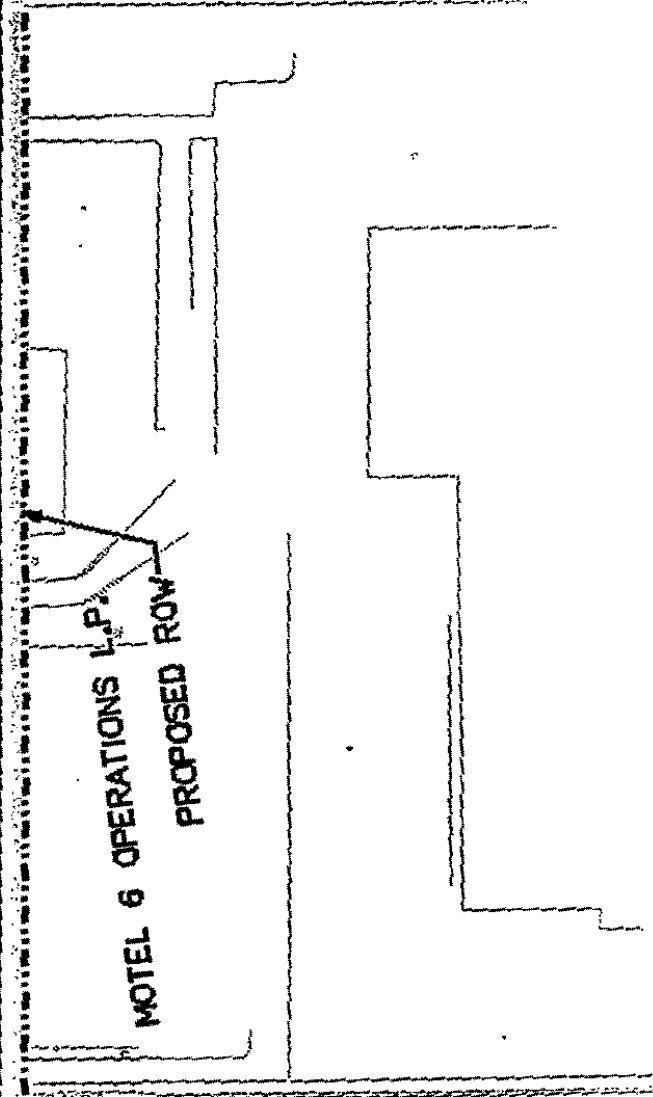
21500'

ARAPAHO ROAD

ICEOPLEX ADDITION

MOTEL 6 OPERATIONS L.P.

PROPOSED ROW



Steve Chutchian

From: Michael Murphy
Sent: Wednesday, July 03, 2002 3:27 PM
To: Ron Whitehead; Chris Terry
Cc: Jim Pierce; Steve Chutchian
Subject: Motel 6 ROW - Arapaho Road Phase III

Guys,

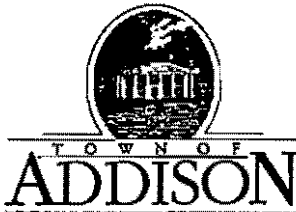
I received a phone call this morning (July 2, 2002) from Randy Lee who represents Motel 6. Needless to say, he was not very happy with our offer. As a matter of fact he does not consider our letter an official written offer (huh!). I told him we could not make it any more plain that the City Manager was authorized by the City Council to offer the appraised value of the property and that he has 30 days to respond. He then told me if that were the case then we should go ahead and take them to court. I then explained that that was not our intent and would only do so as a last resort and he should rethink what he was saying and put together a counter offer that we could then take back to council, after asking me some procedural questions i.e., would he have a chance to address the council before they discuss his counter offer, will they discuss in open session etc..

We closed our conversation with him agreeing to submit, in writing, a counter offer and him *wanting to have a "closed session" meeting with the Mayor* before we go back to council (I told him I couldn't help him with the Mayor request and recommend he go through the City Managers office and set up through Michele Covino). Anyhow we still have a small glimmer of hope to negotiate, but only very small.

Call with any questions.....

Mike

Michael E. Murphy, P.E.
Director of Public Works
Town of Addison
(972) 450-2878



July 17, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Ste. 500
Dallas, Texas 75254

Re: Roadway Inn Addition

Dear Mr. Lee:

You should have received a letter dated June 26, 2002, providing a written offer to purchase a portion of the right-of-way behind your property (see attached). As you know, this right-of-way acquisition is to accommodate the construction of Arapaho Road, Phase III. Pursuant to the June 26th letter, you have 30 days from receipt of that letter to respond in writing to the Town's offer. Failure to respond will be considered a rejection of the offer.

Staff will be making its recommendations regarding eminent domain proceedings at the August 13th Town of Addison City Council meeting. If you have any written proposals or counteroffers, staff will present those to the Council at that time. Any such proposals or counteroffers must be delivered to the Public Works Department located in the Addison Service Center at 16801 Westgrove Drive, Addison, Texas 75001, by noon on Friday, August 1, 2002.

It is our intent to amicably negotiate all right-of-way acquisitions and to only initiate eminent domain proceedings as a last resort. If you have any questions or wish to discuss this matter, you may contact my office or Mike Murphy Director of Public Works at (972) 450-2878.

Sincerely,

Ron Whitehead
City Manager



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

August 8, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Suite 500
Dallas, Texas 75254

Re: Roadway Inn Addition

Dear Mr. Lee:

In previous correspondence, the Town of Addison stated that recommendations regarding your property in the Roadway Inn Addition would be made at the August 13, 2002 City Council meeting. However, due to a delay in acquiring necessary property title commitments, our staff is now scheduled to address this issue at the August 27, 2002 meeting. During this interim period, the Town will consider any counter-offer proposal that you submit.

Should you have any questions, please contact Steve Chutchian, P.E., Assistant City Engineer, at 972-450-2886, or myself.

Sincerely,

Michael Murphy, P.E.
Director of Public Works

passed
8-27-02

Council Agenda Item #R19

SUMMARY:

This item is to request Council consideration of a resolution authorizing condemnation for the acquisition of a 0.6430 acre tract of land owned by Motel 6 Operating, for permanent right-of-way from the Roadway Inn Addition (located generally Belt Line Road).

FINANCIAL IMPACT:

Budgeted Amount: N/A

Appraised Value: \$332,795.00.00

Source of Funds: Funds are available from Year 2000 and/or 2002 Obligation Bond Program, Project No. 83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho Road, Phase III project. Approximately 0.6430 acre of permanent right-of-way for the proposed extension of Arapaho Road (see attached Parcel 6 map) is required as part of the proposed roadway improvements. This parcel is a portion of the Roadway Inn Addition, and is owned by Motel 6 Operating L.P.

In October 2001, the firm of Evaluation Associates appraised the fee simple value of the 0.6430 acre of right-of-way at \$332,795.00, which included compensation for improvements (tennis court, fencing, etc.) in the amount of \$52,715.00. Staff has made several unsuccessful attempts to negotiate with the owner. On June 26, 2002, the City submitted a final offer to the property owner (see attached letter), which included a total of \$332,795.00. However, the property owner did not formally respond to the offer within the required thirty (30) day period of time.

RECOMMENDATION:

It is recommended that Council approve a resolution determining the necessity of acquiring the real property owned by Motel 6 Operating L.P., et al, and authorize condemnation and/or appropriation for public use in connection with the realignment and extension of Arapaho Road.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS DETERMINING THE NECESSITY OF ACQUIRING THE HEREINAFTER DESCRIBED REAL PROPERTY OWNED BY MOTEL 6 OPERATING, L.P., ET AL. AND AUTHORIZING ITS CONDEMNATION AND/OR APPROPRIATION FOR PUBLIC USE IN CONNECTION WITH THE REALIGNMENT AND EXTENSION OF ARAPAHO ROAD IN ADDISON, TEXAS.

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

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

"PROPERTY": The areas described in Exhibit "A" attached hereto and made a part hereof for all purposes.

"PROPERTY INTEREST": Fee simple title to the land described in Exhibit "A" attached hereto and incorporated herein.

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

"OFFER AMOUNT": Three Hundred Thirty Two Thousand Seven Hundred and Ninety Five and No/100 Dollars (\$332,795.00).

"OWNERS": Motel 6 Operating, L.P.
Motel 6 G.P., Inc., general partner of Motel 6 Operating, L.P.
Georges Le Mener, individually and as officer of Motel 6, G.P., Inc.

"TENANTS/OWNERS": jojos Restaurants, Inc.

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

SECTION 3. That the PROPERTY is hereby determined to be necessary for the PROJECT. That for the purpose of acquiring the PROPERTY INTEREST in, over, and across the PROPERTY, the City Manager, or such employee as he may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY to be acquired and full damages allowable by law, which amount represents its fair cash market value.

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

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2002.

Mayor
Town of Addison, Texas

ATTEST:

APPROVED AS TO FORM:

Carmen Moran, City Secretary

Ken C. Dippel, City Attorney

"EXHIBIT A"

Parcel 6
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.6430 acre (28,008 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.9814 acre tract of land as conveyed to Motel 6 Operating L.P. on February 1, 1990 and recorded in Volume 90024, Page 0779 of the Deed Records of Dallas County, Texas, said called 4.9814 tract being all of the Rodeway Inn, an addition to the Town of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records, said 0.6430 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod found in the proposed North right of way of Arapaho Road and the South right of way line of a 100 foot wide railroad right of way as conveyed to Dallas Area Rapid Transit Property Acquisition Corporation (herein referred to as DART) on December 27, 1990 and recorded in Volume 91008, Page 1390 of said Deed Records, said point being the common Northwest corners of said called 4.9814 acre tract and said Rodeway Inn and Northeast corner of a called 3.334 acre tract of land as conveyed to Addison, R.E. on September 15, 1995 and recorded in Volume 95181, Page 03931 of said Deed Records, said called 3.334 acre tract being all of the Iceoplex Addition, an addition to the Town of Addison, as evidenced by the plat dated on September 20, 1995 and recorded in Volume 95210, Page 03012 of said Deed Records;

THENCE, SOUTH 89°58'49" EAST, along the common proposed North right of way line of Arapaho Road, North line of said called 4.9814 acre tract and South right of way line of said DART railroad, a distance of 268.11 feet (said line being called South 88°51'59" East - 76.23 feet and South 89°11'14" East - 216.99 feet) to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;

PARCEL 6 - ARAPAHO ROAD PROJECT

THENCE, EASTERLY, continuing along said common line and along the arc of said curve to the left having a radius of 2,914.79 feet, a central angle of $2^{\circ}03'16''$, a chord bearing North $88^{\circ}59'33''$ East for 104.51 feet, for an arc distance of 104.52 feet (said curve being called North $84^{\circ}35'23''$ East - 79.73 feet) to a 5/8 inch iron rod set for the common Northeast corner of said called 4.9814 acre tract and Northwest corner of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of said Deed Records, said called 4.1525 acre tract being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records;

THENCE, SOUTH $00^{\circ}24'10''$ EAST (called South $00^{\circ}27'09''$ East), departing said common line and along the common East line of said called 4.9814 acre tract and West line of said called 4.1525 acre tract, a distance of 80.83 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

THENCE, NORTH $89^{\circ}58'49''$ WEST, departing said common line and along the proposed South right of way of Arapaho Road, a distance of 296.05 feet to a 5/8 inch iron rod set in the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract;

THENCE, NORTH $00^{\circ}31'18''$ WEST (called North $00^{\circ}28'23''$ West), departing said line and along the said common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 19.13 feet to a 1/2 inch iron rod found for a common interior ell corner of said called 4.9814 acre tract and the most Easterly Northeast corner of said called 3.334 acre tract;

THENCE, SOUTH $89^{\circ}55'39''$ WEST (called North $88^{\circ}51'59''$ West), along a South line of said called 4.9814 acre tract and a North line of said called 3.334 acre tract, a distance of 75.91 feet (called 75.60 feet) to a 1/2 inch iron rod found for the common most Westerly Southwest corner of said called 4.9814 acre tract and an interior ell corner of said called 3.334 acre tract;

THENCE, NORTH $00^{\circ}59'43''$ WEST (called North $01^{\circ}04'54''$ West), along the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 59.96 feet (called 60.10 feet) to the **POINT OF BEGINNING**;

PARCEL 6 - ARAPAHO ROAD PROJECT

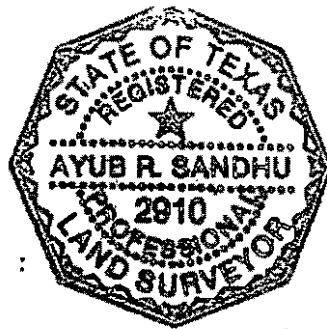
CONTAINING an area of 0.6430 acres or 28,008 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 11-12-99
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910





DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION
(100' R.O.W.)
DECEMBER 27, 1990
VOL. 91008, PG. 1390
D.R.D.C.T.

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALL.
L1	N 00°31'18" W	N00°28'23"W	19.13'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	02°03'16"	2914.79'	104.52'	N 88°59'33" E - 104.51'

EDWARD COOK SURVEY
A-326

CONCRETE
ARAPAHO ROAD
(84' R.O.W.)
JANUARY 16, 1981
VOL. 81052, PG. 0775
D.R.D.C.T.

ICE OPLEX
SEPTEMBER 20, 1995
VOL. 95210, PG. 03012
D.R.D.C.T.

ADDISON R.E.
CALLED 3.334 ACRES
SEPTEMBER 15, 1995
VOL. 95181, PG. 03931
D.R.D.C.T.

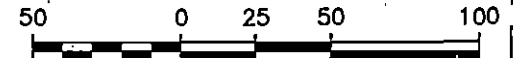
RODEWAY INN
JANUARY 16, 1981
VOL. 81052, PG. D775
D.R.D.C.T.

MOTEL 8 OPERATING L.P.
CALLED 4.9814 ACRES
FEBRUARY 1, 1990
VOL. 90024, PG. 779
D.R.D.C.T.

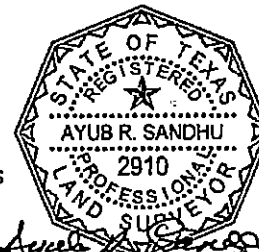
ADDISON RESTAURANT
PARK
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

HERITAGE INN NUMBER
XII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
JANUARY 24, 1997
VOL. 97018, PG. 00073
D.R.D.C.T.

PARCEL 6
A PLAT OF A
0.6430 ACRE (28,008 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS



GRAPHIC SCALE
1 INCH = 50 FT.



- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE

Ayub R. Sandhu
11-12-99

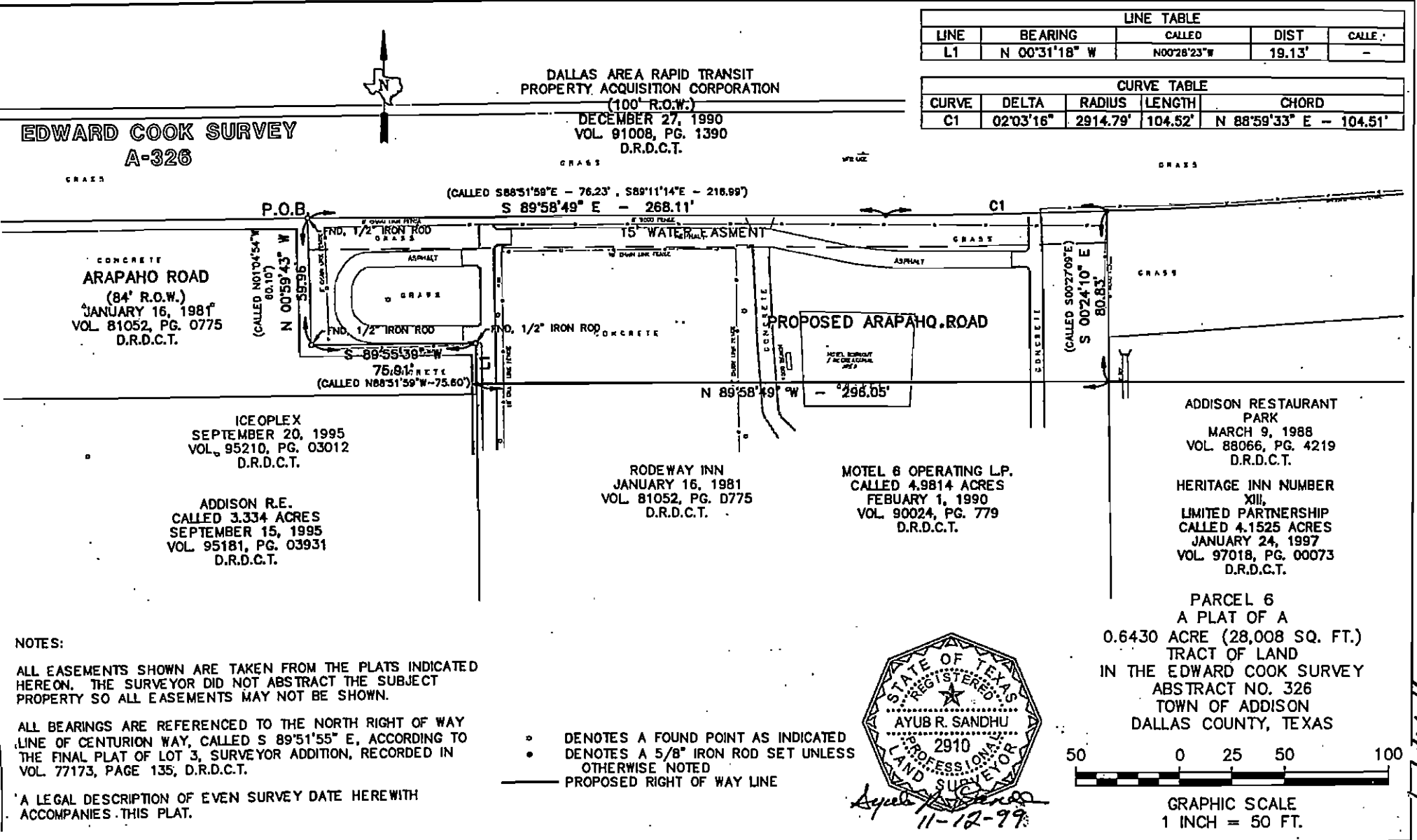
#R19-4

NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS PLAT.



EVALUATION ASSOCIATES

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

SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

Property Owner: Motel 6 Operating LP.
Parcel No. 6

Valuation Conclusion:

Whole Property (Land Only)	\$2,170,000
Proposed Acquisition	\$ 280,080
Remainder Before Acquisition	\$1,889,920
Remainder After Acquisition	\$1,889,920
Loss in Value of Remainder After	\$ -0-

Determination of Compensation:

Permanent Right of Way	\$ 280,080
Compensation for Improvements (tennis court, fencing)	\$ 52,715
Landscaping (None - Replacement)	\$ -0-

Total Compensation \$ 332,795

Date of Appraisal: October 5, 2001

Location: 4301 Belt Line Road, Town of Addison, Texas

Legal Description: Roadway Inn Addition, Town of Addison, Dallas County, Texas

Land Size: Whole Property (per DCAD records) 4.97934 Acres
Right of way Area 0.6430 Acres

Zoning: SU, Special Use Permit, Planned Development District

Highest and Best Use:

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

#R19-6



OFFICE OF THE CITY MANAGER

(972) 450-7000 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

June 26, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Ste. 500
Dallas, Texas 75254

RE: Roadway Inn Addition

Dear Mr. Lee:

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 Motel 6. 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 in October 2001. The attached summary sheet shows the fair market value of this taking is \$332,795.00. In June 2002, the City Council of the Town of Addison authorized me to make an offer to purchase the 0.6430 acre tract of land at the appraised value of \$332,795.00.

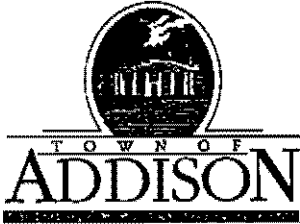
The Town of Addison requests that you respond to this offer of purchase within thirty (30) days of the date of this letter. If we do not hear from you within the thirty (30) days, the Town will consider its offer rejected and we will initiate eminent domain proceedings to acquire the property.

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

COPY



OFFICE OF THE CITY MANAGER
Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-7000 • FAX (972) 450-7043
5300 Belt Line Road

September 17, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Suite 500
Dallas, Texas 75254

**RE: 4301 Belt Line Road,
Roadway Inn Addition Edward Cook Survey, Abstract No. 326**

Dear Mr. Lee:

On August 27, 2002, the Town of Addison authorized condemnation of the above-referenced property. A copy of the condemnation resolution is enclosed. As stated in my June 26, 2002 letter, the Town's final offer for the purchase of the property is \$332,795.00. If you wish to accept this offer, please let us know by September 27, 2002. If we do not hear from you by September 27, 2002, we will proceed to file an action in condemnation.

Very truly yours,

Ron Whitehead
City Manager for the Town of Addison

Enclosure

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R02-079

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS DETERMINING THE NECESSITY OF ACQUIRING THE HEREINAFTER DESCRIBED REAL PROPERTY OWNED BY MOTEL 6 OPERATING, L.P., ET AL. AND AUTHORIZING ITS CONDEMNATION AND/OR APPROPRIATION FOR PUBLIC USE IN CONNECTION WITH THE REALIGNMENT AND EXTENSION OF ARAPAHO ROAD IN ADDISON, TEXAS.

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

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

"PROPERTY": The areas described in Exhibit "A" attached hereto and made a part hereof for all purposes.

"PROPERTY INTEREST": Fee simple title to the land described in Exhibit "A" attached hereto and incorporated herein.

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

"OFFER AMOUNT": Three Hundred Thirty Two Thousand Seven Hundred and Ninety Five and No/100 Dollars (\$332,795.00).

"OWNERS": Motel 6 Operating, L.P.
Motel 6 G.P., Inc., general partner of Motel 6 Operating, L.P.
Georges Le Mener, individually and as officer of Motel 6, G.P., Inc.

"TENANTS/OWNERS": jojos Restaurants, Inc.

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

SECTION 3. That the PROPERTY is hereby determined to be necessary for the PROJECT. That for the purpose of acquiring the PROPERTY INTEREST in, over, and across the PROPERTY, the City Manager, or such employee as he may designate, is hereby authorized and directed to offer the OFFER AMOUNT as

payment for the PROPERTY to be acquired and full damages allowable by law, which amount represents its fair cash market value.

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

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

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

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

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

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

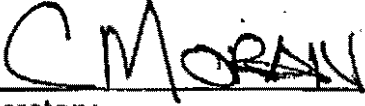
SECTION 10. That this resolution shall take effect immediately from and after its passage, as in the Charter in such cases is made and provided.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF
ADDISON, TEXAS, this the 27th day of August 2002.



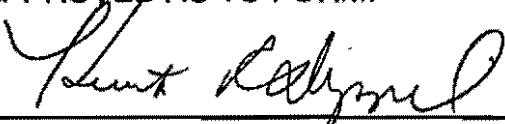
Mayor

ATTEST:



City Secretary

APPROVED AS TO FORM:



Ken C. Dippel, City Attorney

"EXHIBIT A"

Parcel 6
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.6430 acre (28,008 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.9814 acre tract of land as conveyed to Motel 6 Operating L.P. on February 1, 1990 and recorded in Volume 90024, Page 0779 of the Deed Records of Dallas County, Texas, said called 4.9814 tract being all of the Rodeway Inn, an addition to the Town of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records, said 0.6430 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod found in the proposed North right of way of Arapaho Road and the South right of way line of a 100 foot wide railroad right of way as conveyed to Dallas Area Rapid Transit Property Acquisition Corporation (herein referred to as DART) on December 27, 1990 and recorded in Volume 91008, Page 1390 of said Deed Records, said point being the common Northwest corners of said called 4.9814 acre tract and said Rodeway Inn and Northeast corner of a called 3.334 acre tract of land as conveyed to Addison, R.E. on September 15, 1995 and recorded in Volume 95181, Page 03931 of said Deed Records, said called 3.334 acre tract being all of the Iceoplex Addition, an addition to the Town of Addison, as evidenced by the plat dated on September 20, 1995 and recorded in Volume 95210, Page 03012 of said Deed Records;

THENCE, SOUTH 89°58'49" EAST, along the common proposed North right of way line of Arapaho Road, North line of said called 4.9814 acre tract, and South right of way line of said DART railroad, a distance of 268.11 feet (said line being called South 88°51'59" East - 76.23 feet and South 89°11'14" East - 216.99 feet) to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;

PARCEL 6 - ARAPAHO ROAD PROJECT

THENCE, EASTERLY, continuing along said common line and along the arc of said curve to the left having a radius of 2,914.79 feet, a central angle of 2°03'16", a chord bearing North 88°59'33" East for 104.51 feet, for an arc distance of 104.52 feet (said curve being called North 84°35'23" East - 79.73 feet) to a 5/8 inch iron rod set for the common Northeast corner of said called 4.9814 acre tract and Northwest corner of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of said Deed Records, said called 4.1525 acre tract being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records;

THENCE, SOUTH 00°24'10" EAST (called South 00°27'09" East), departing said common line and along the common East line of said called 4.9814 acre tract and West line of said called 4.1525 acre tract, a distance of 80.83 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

THENCE, NORTH 89°58'49" WEST, departing said common line and along the proposed South right of way of Arapaho Road, a distance of 296.05 feet to a 5/8 inch iron rod set in the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract;

THENCE, NORTH 00°31'18" WEST (called North 00°28'23" West), departing said line and along the said common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 19.13 feet to a 1/2 inch iron rod found for a common interior ell corner of said called 4.9814 acre tract and the most Easterly Northeast corner of said called 3.334 acre tract;

THENCE, SOUTH 89°55'39" WEST (called North 88°51'59" West), along a South line of said called 4.9814 acre tract and a North line of said called 3.334 acre tract, a distance of 75.91 feet (called 75.60 feet) to a 1/2 inch iron rod found for the common most Westerly Southwest corner of said called 4.9814 acre tract and an interior ell corner of said called 3.334 acre tract;

THENCE, NORTH 00°59'43" WEST (called North 01°04'54" West), along the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 59.96 feet (called 60.10 feet) to the POINT OF BEGINNING;

PARCEL 6 - ARAPAHO ROAD PROJECT

CONTAINING an area of 0.6430 acres or 28,008 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 11-12-99
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



COWLES & THOMPSON
A Professional Corporation
ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: October 1, 2002 Time: _____

Total Number of Pages (including this sheet): 3

Normal/Rush: Normal Client/Matter #: 3305/62006

TO: (1) Steve Chutchian FAX: 972.450.2837

FROM: Angela K. Washington Direct Dial #: (214) 672-2144

MESSAGE: RE: Motel 6 - Arapaho Road Project

**IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,
PLEASE CALL
Yolanda Rodriguez at (214) 672-2629
Thank you.**

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.

9-30-2002 9:05PM FROM

P.2

09/25/2002 13:27 9727825972

ACCOR ECONOMY LODGIN

PAGE 02



Accor Economy Lodging
 14651 Dallas Parkway, Ste 500
 Dallas, TX 75254
 Tel: 972-396-6161



September 25, 2002



Mr. Ron Whitehead
 City Manager
 Town of Addison
 5300 Belt Line Road
 Addison, TX 75001-9010
 Via Fax 972-450-7043



RE: Motel 6 Addison, TX

Dear Mr. Whitehead:

As required by your June 26, 2002 letter, below you will find on behalf of Motel 6 a counter offer for the .6430 acres of land and improvements on the to be consumed by the Arapaho Road extension on the North side of the Motel 6 in Addison, TX.

Please note this counter offer is not binding and remains contingent upon the approval of the Accor Economy Lodging Real Estate & Development Committee.

Our counter offer is as follows:

Land: \$374,472 or \$13.37 per square foot (for the .6430 acres or 28,009 square feet) a value which is consistent with the Dallas County Appraisal Districts per square foot assessed value of \$2,589,880 for the entire parcel of 4.97934 acres or 216,900 square feet.

Existing Improvements: \$160,000 for the one time payment for lost business to Motel 6 and the replacement cost of the tennis court and fencing. This is a conservative estimate for the lost business and improvement values.

Repair/ Replace the properties North Perimeter Lighting: (not included in the Town of Addison's original offer or scope of damages): \$20,000

Landscaping and Irrigation: repairs on North Perimeter (not included in the Town of Addison's original offer or scope of damages): \$10,000

9-30-2002 9:06PM FROM

P. 1

09/25/2002 13:27 9727025972

ACCOR ECONOMY LODGIN

PAGE 03

Sign: \$13,500 to place a new Motel 6 sign on the north side of the property for the benefit of the Arapaho Road extension to minimize the perspective or view of an alley way at the rear of the property that has little curb appeal.

Variances: All necessary variances granted by and made of record from the Town of Addison to make the property compliant with all City and County building, land use codes.

The total counter offer is \$ 567,972

This counter offer assumes there are no additional damages to the Motel 6 property beyond those described in the city's original offer and notified above and further that all storm drainage and utility systems will be in place at the sole expense of the Town of Addison. As we have now complied with the request for a counter offer, please advise by what date you require possession of the property, plan to mitigate noise and disruption to the property during construction and anticipated construction start and completion dates within 100 yards of the Motel 6 property.

If you or the Mayor would like to discuss this counter offer with me, please call me direct at 972-702-6823 as it would be my pleasure to meet with either of you at your convenience. If this counter offer is accepted by the Town of Addison, I will seek the Accor Economy Lodging Real Estate & Development Committee's approval immediately.

Sincerely,



Randy Lee
Vice President
Real Estate & Development

October 2, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Suite 500
Dallas, Texas 75254

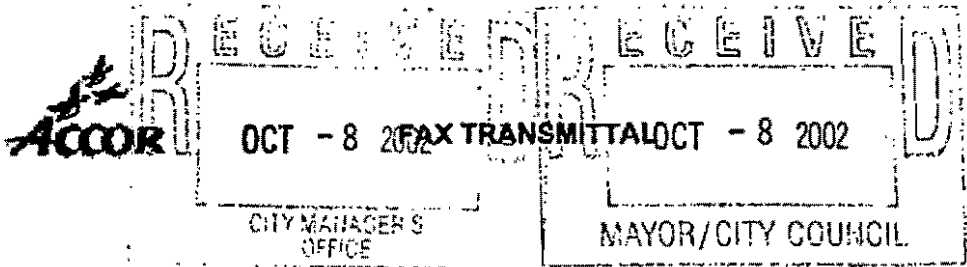
**RE: 0.6430 Acres Located at 4301 Belt Line Road
Roadway Inn Addition, Edward Cook Survey, Abstract No. 326**

Dear Mr. Lee:

Thank you for your September 25, 2002 letter submitting a counter proposal to the Town of Addison for the purchase of the above-referenced property in connection with the Town's Arapaho Road Extension Project. We have reviewed your counter proposal and determined that the Town cannot accept your offer. Thus, we will proceed to acquire the necessary property through the condemnation process. Should you have any questions, please feel free to contact me or Mr. Mike Murphy, Director of Public Works, at (972) 450-2871.

Very truly yours,

Ron Whitehead
City Manager for the Town of Addison



Accor North America

14851 Dallas Parkway
Suite 500
Dallas, TX 75254

TO: Mayor R. Scott Wheeler

DATE: 10-08-02

Fax: 972.450.7043

TIME: _____

Company: Town of Addison

NO. PAGES: 3
(including cover sheet)

FROM: Randy Lee

Phone: 972.702.6823

Fax: 972.716.6455

C: Ron

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

RE: Arapaho Road Extension

Notes/Comments:

The information contained in this facsimile transmission is confidential and is intended solely for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any action in reliance on the contents of this facsimile transmission is strictly prohibited and may violate applicable law. If you have received this facsimile in error, please notify sender immediately by telephone to arrange for the return of the original transmission to this company.

**Accor Economy Lodging**

14651 Dallas Parkway, Ste 500
Dallas, TX 75254
tel: 972-380-6161

October 8, 2002



Mayor R. Scott Wheeler
Town of Addison
5300 Belt Line Road
Dallas, TX 75254-7606
Via Fax 972-450-7043

RE: Arapahoe Road Extension / Motel 6.

Dear Mr. Mayor:

I'm writing this letter to you as Ron Whitehead has notified me that the Town of Addison it intends to take part of the property and improvements at the Motel 6 in Addison through eminent domain.

I must tell you that I am very disappointed at the approach used by the Town of Addison. The following sequence of events I believe have resulted in the Town of Addison perceived need to go to court as opposed to working with Motel 6 and addressing our concerns.

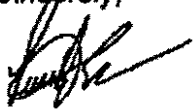
- In the Spring of 2002 we were provided a Summary of Salient Facts and Conclusions (dated 10/5/2001) to value the land and improvements on behalf of the City of Addison. This Summary of Salient Facts and Conclusions did not accurately reflect our property value or scope of damages.
- On May 29, 2002, I responded with a detailed letter advising our concerns to the Summary of Salient Facts and Conclusions. The response from the Town of Addison on June 29, 2002 was to either to accept the value in the Summary of Salient Facts and Conclusions or it was prepared to go to court.
- On September 25, 2002, after multiple request by the Town of Addison, I made a counter offer.
- I have now been advised the counter offer of September 5, 2002 was unacceptable and the Town of Addison intends to go to court.

What is unsettling is the Town of Addison never responded with its concerns or objections to my letter of May 29, 2002 that responded to the Summary of Salient Facts and Conclusions provided by the Town of Addison or my subsequent counter offer of September 25, 2002. The position from the Town of Addison appears to be, take what we'll give you or we're going to court. The Town of Addison's offer is profoundly low, uses poor comparables and has missed the

scope of Motel 6's damages. I have made two attempts to address Motel 6's value and damages in my letter of May 29, 2002 and counter offer of September 25, 2002 to reconcile the issues. I do not know why the Town of Addison will not respond to these issues. -I do believe that if this issue goes to court, the Town of Addison's approach will not be appreciated by the presiding judge as it gave us no option to truly defend our challenges to the Town of Addison's value and find a non litigious solution.

I would very much like to meet with you to discuss this issue. If you can meet with me, please call me at 972-702-6823.

Sincerely,



Randy Lee
Vice President
Real Estate & Development

DATE SUBMITTED: June 17, 2002
FOR COUNCIL MEETING: June 25, 2002

Council Agenda Item

SUMMARY:

This item is for approval to make an offer to Motel 6 Operating L.P., for acquisition of a portion of the Roadway Inn Addition.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Cost: \$332,795.00

Source of Funds: Funds are available from Year 2000 General Obligation Bond Program, Project No. 83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho road, Phase III project. Approximately 0.6430 acre of permanent right-of-way adjacent to the proposed extension of Arapaho Road (see attached Parcel 6 map) is required as part of the proposed roadway improvements. This parcel is a portion of the Roadway Inn Addition, and is owned by Motel 6 Operating L.P.

In October 2001, the firm of Evaluation Associates performed an appraisal of the value (summary attached) of the proposed fee-simple taking. The appraisal of 0.6430 acre on this site resulted in a Total Compensation value of \$332,795.00.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to offer a total of \$332,795.00 to Motel 6 Operating L.P., for the acquisition of 0.6430 acre of permanent right-of-way from the Roadway Inn Addition.

EVALUATION ASSOCIATES

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

SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

**Property Owner: Motel 6 Operating LP.
Parcel No. 6**

Valuation Conclusion:

Whole Property (Land Only)	\$2,170,000
Proposed Acquisition	\$ 280,080
Remainder Before Acquisition	\$1,889,920
Remainder After Acquisition	\$1,889,920
Loss in Value of Remainder After	\$ -0-

Determination of Compensation:

Permanent Right of Way	\$ 280,080
Compensation for Improvements (tennis court, fencing)	\$ 52,715
Landscaping (None - Replacement)	\$ -0-

Total Compensation \$ 332,795

Date of Appraisal: October 5, 2001

Location: 4301 Belt Line Road, Town of Addison, Texas

Legal Description: Roadway Inn Addition, Town of Addison, Dallas County, Texas

Land Size: Whole Property (per DCAD records) 4.97934 Acres
Right of way Area 0.6430 Acres

Zoning: SU, Special Use Permit, Planned Development District

Highest and Best Use:

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

EXHIBIT "B"

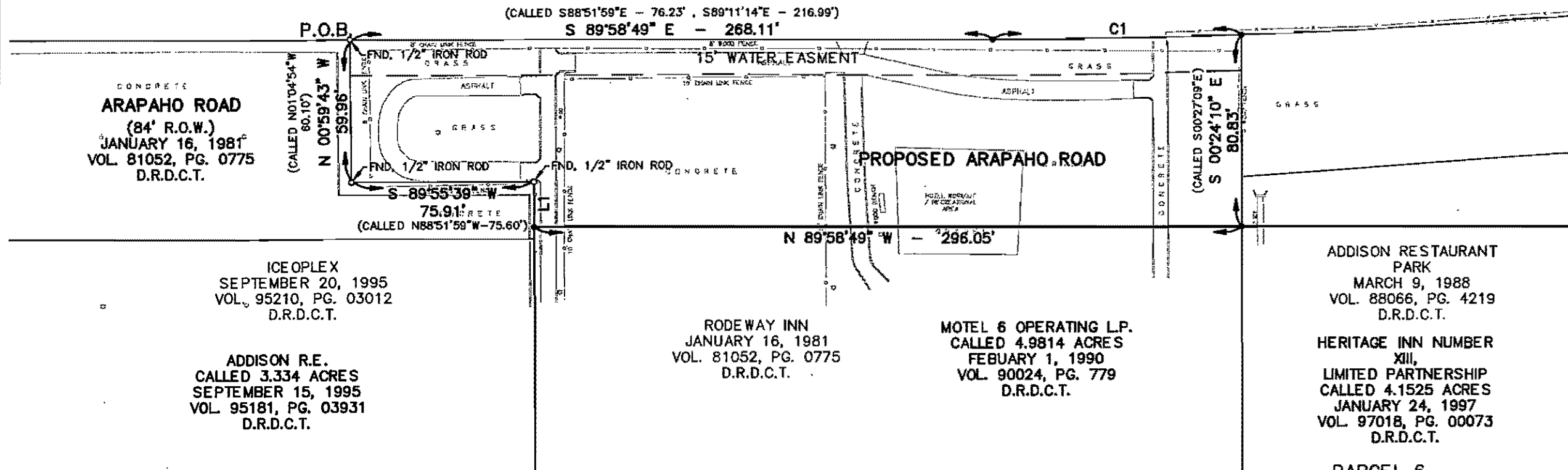
DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION
(100' R.O.W.)

DECEMBER 27, 1990
VOL. 91008, PG. 1390
D.R.D.C.T.

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	N 00°31'18" W	N00°28'23"W	19.13'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	02°03'16"	2914.79'	104.52'	N 88°59'33" E - 104.51'

EDWARD COOK SURVEY
A-326



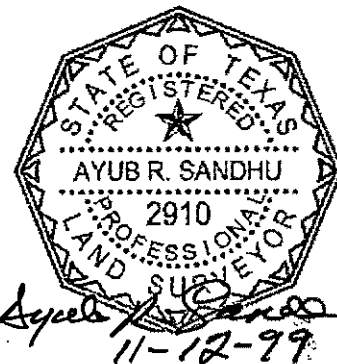
NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



PARCEL 6
A PLAT OF A
0.6430 ACRE (28,008 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS



GRAPHIC SCALE
1 INCH = 50 FT.

Parcel 6
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.6430 acre (28,008 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.9814 acre tract of land as conveyed to Motel 6 Operating L.P. on February 1, 1990 and recorded in Volume 90024, Page 0779 of the Deed Records of Dallas County, Texas, said called 4.9814 tract being all of the Rodeway Inn, an addition to the Town of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records, said 0.6430 acre tract of land being more particularly described by metes and bounds as follows;

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PARCEL 6 - ARAPAHO ROAD PROJECT

THENCE, EASTERLY, continuing along said common line and along the arc of said curve to the left having a radius of 2,914.79 feet, a central angle of $2^{\circ}03'16''$, a chord bearing North $88^{\circ}59'33''$ East for 104.51 feet, for an arc distance of 104.52 feet (said curve being called North $84^{\circ}35'23''$ East - 79.73 feet) to a 5/8 inch iron rod set for the common Northeast corner of said called 4.9814 acre tract and Northwest corner of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of said Deed Records, said called 4.1525 acre tract being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records;

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THENCE, SOUTH $89^{\circ}55'39''$ WEST (called North $88^{\circ}51'59''$ West), along a South line of said called 4.9814 acre tract and a North line of said called 3.334 acre tract, a distance of 75.91 feet (called 75.60 feet) to a 1/2 inch iron rod found for the common most Westerly Southwest corner of said called 4.9814 acre tract and an interior ell corner of said called 3.334 acre tract;

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PARCEL 6 - ARAPAHO ROAD PROJECT

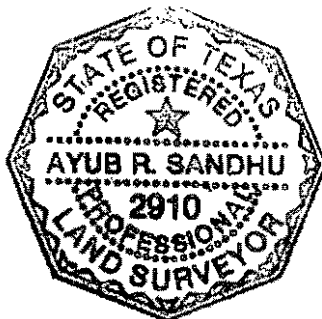
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All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu - 11-12-99
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



October 2, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Suite 500
Dallas, Texas 75254

**RE: 0.6430 Acres Located at 4301 Belt Line Road
Roadway Inn Addition, Edward Cook Survey, Abstract No. 326**

Dear Mr. Lee:

Thank you for your September 25, 2002 letter submitting a counter proposal to the Town of Addison for the purchase of the above-referenced property in connection with the Town's Arapaho Road Extension Project. We have reviewed your counter proposal and determined that the Town cannot accept your offer. Thus, we will proceed to acquire the necessary property through the condemnation process. Should you have any questions, please feel free to contact me or Mr. Mike Murphy, Director of Public Works, at (972) 450-2871.

Very truly yours,

Ron Whitehead
City Manager for the Town of Addison

CAUSE NO. 03-00711-B

TOWN OF ADDISON)	IN THE COUNTY COURT AT
)	
Plaintiff,)	
)	
v.)	LAW NO. 2
)	
MOTEL 6 OPERATING, L.P., et al.)	DALLAS COUNTY, TEXAS
)	
Defendant.)	

COPY

TO: CT Corporation System
Registered Agent for Motel 6, Inc.
1601 Elm Street
Dallas, Texas 75201

NOTICE OF COMMISSIONER'S HEARING

You are hereby notified that the Town of Addison, acting by and through its City Attorney, on January 21, 2003, filed its First Amended Petition in Condemnation with the Clerk in the above-referenced Court of Dallas County Texas wherein it sought the condemnation of certain land, a true copy of which Petition is hereby attached and made a part hereof, and to which reference is made for description of the land sought to be condemned, for a statement of the purposes of condemnation, and for all other legal purposes.

This Honorable Court has appointed three special Commissioners who have conferred and determined that they would like to set this MATTER FOR HEARING AT THE TIME AND PLACE HEREIN PROVIDED, such hearing to commence at 10:00 a.m. o'clock on the 19th day of March, 2003 at the Dallas County Records Building in the Courtroom of the Honorable Judge John Peyton, 3rd Floor, 500 Main Street, Dallas, Texas 75202.

All parties of record having interest in the subject property are hereby notified to appear at the time and place after set for the purpose of offering any evidence they desire on the issue as to the damages to be assessed against the Town of Addison and to be paid to the owners of said property to be condemned. By copy of this notice, confirmation of this setting is being forwarded to the City Manager of the Town of Addison, the Special Commissioners appointed by the Honorable Court, and to the Court Deputy of this Honorable Court.

Respectfully submitted,

BOYLE & LOWRY, L.L.P.



Douglas H. Conner, III
State Bar No. ~~0460~~4000
4201 Wingren Plaza
Suite 108
Irving, Texas 75062
(972) 650-7100 [Telephone]
(972) 650-7105 [Telecopier]

ATTORNEY FOR PLAINTIFF
TOWN OF ADDISON

CC: Don Daniel
Special Commissioner
9301 Moss Trail
Dallas, Texas 75231

Joe Coerver
Special Commissioner
7210 Centenary Avenue
Dallas, Texas 75225

Larry Phillips
Special Commissioner
1049 Eagle Drive
DeSoto, Texas 75115

Mr. Ken C. Dippel
City Attorney
Town of Addison
901 Main Street, #4000
Dallas, Texas 75202

Angela K. Washington
Assistant City Attorney
Town of Addison
901 Main Street, #4000
Dallas, Texas 75202

CAUSE NO. 03-00711-15 FILED 11/29

TOWN OF ADDISON § IN THE COUNTY COURT
V. § AT LAW NUMBER 2
MOTEL 6 OPERATING, L.P., ET AL. § DALLAS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION IN CONDEMNATION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW the Town of Addison , hereinafter referred to as Plaintiff, having by law the right of eminent domain and power of condemnation, acting herein by and through its duly elected City Council (the "Council"), for and on behalf of the Town of Addison, complaining herein of Motel 6 Operating, L.P.; Motel 6 G.P., Inc.; Georges Le Mener, individually and as officer of Motel 6, G.P., Inc.; and JoJos Restaurants, Inc., hereinafter referred to as Defendants; and for cause of action Plaintiff respectfully represents to the Court as follows:

I.

The Plaintiff, Town of Addison, a municipal corporation, has determined that the public necessity requires that certain land should be acquired from the Defendants herein.

II.

The Defendants are owners or claimants of some interest in the property being acquired who have been identified by diligent search by Plaintiff. Their respective addresses for service of process are:

Motel 6 Operating, L.P.
14651 Dallas Parkway
Suite 500
Dallas, Texas 75254

Motel 6 G.P., Inc.
14651 Dallas Parkway
Suite 500
Dallas, Texas 75254

Georges Le Mener
14651 Dallas Parkway
Suite 500
Dallas, TX 75254

Jojos Restaurants, Inc.
203 E. Main Street P-11-5
Spartanburg, South Carolina 29319-0001

C T Corporation System
Registered Agent for Motel 6, Inc.
1601 Elm Street
Dallas, Texas 75201

C T Corporation System
Registered Agent for JoJos Restaurants, Inc.
350 N. St. Paul Street
Dallas, Texas 75201

Dallas County, Texas
Earl Bullock, County Clerk
Records Building, 2nd Floor
Dallas, TX 75202

Dallas Independent School District
3700 Ross Avenue
Dallas, TX 75204

III.

The public purpose of the acquisition is for the construction, relocation and extension of Arapaho Road, a public street in Addison, Texas.

IV.

The Addison City Council has by resolution determined that a fee simple estate is necessary for the construction, relocation and extension of the above-specified new street project. The land to be acquired in fee will be used for such purposes as specified herein.

V.

Plaintiff is entitled to condemn the fee title in such land for said purposes and asks that it be condemned for such purposes.

VI.

The fee simple estate being acquired for the street is described in Exhibit A, attached hereto and made a part of this petition for all purposes.

VII.

Plaintiff would show, that through its duly authorized agents, it made bona fide attempts to purchase the required property from the defendant owners, that Plaintiff offered the fee owner fair market value as compensation for the property to be acquired, including damages to the remainder, if any, and that the parties have been unable to agree upon the sums to be paid for the purchase of this land or damages occasioned by the acquisition of the land and improvements, if any, and asks that special commissioners be appointed as provided by law to assess all amounts due to Defendants for the part taken and damages, if any.

VIII.

Plaintiff has named all known record owners of the land to be condemned. Plaintiff reserves the right to add additional parties if such interests should later appear.

IX.

On August 27, 2002, the City Council of the Town of Addison passed a resolution declaring that public convenience and necessity require that the property described in Exhibit A be acquired for the public purpose of construction, relocation, and extension of a public street, to wit Arapaho Road. The resolution further authorized the filing of the condemnation suit on behalf of the Plaintiff as provided by law.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Special Commissioners be appointed to determine the compensation to be awarded to the Defendants, that a hearing be held after the parties are properly noticed and the Commissioners render an award to be filed with the Court, that writ of possession issue to Plaintiff and that upon final trial Plaintiff be awarded a judgment vesting fee simple title to the land described in Exhibit A in the Town of Addison, and that fair market compensation including damages, if any, be awarded to Defendants.

Plaintiff further prays for costs of court and for such other and further relief, both general and special, as Plaintiff may be entitled to receive.

Respectfully submitted,

COWLES & THOMPSON, P.C.

901 Main Street, Suite 4000

Dallas, Texas 75202

(214) 672-2000

Fax: (214) 672-2020

Ken C. Dippel

City Attorney for Town of Addison

State Bar No. 05893000

Angela K. Washington

Assistant City Attorney for Town of Addison

State Bar No. 20897155

LAW OFFICES OF BOYLE & LOWRY, P.C.

By:



Douglas H. Conner

State Bar No. 04694000

4301 Wingren, Suite 108

Irving, Texas 75062

(972) 650-7100

Fax: (972) 650-7105

**TRIAL ATTORNEY FOR PLAINTIFF
TOWN OF ADDISON, TEXAS**

EXHIBIT A

Parcel 6
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.6430 acre (28,008 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.9814 acre tract of land as conveyed to Motel 6 Operating L.P. on February 1, 1990 and recorded in Volume 90024, Page 0779 of the Deed Records of Dallas County, Texas, said called 4.9814 tract being all of the Rodeway Inn, an addition to the Town of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records, said 0.6430 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod found in the proposed North right of way of Arapaho Road and the South right of way line of a 100 foot wide railroad right of way as conveyed to Dallas Area Rapid Transit Property Acquisition Corporation (herein referred to as DART) on December 27, 1990 and recorded in Volume 91008, Page 1390 of said Deed Records, said point being the common Northwest corners of said called 4.9814 acre tract and said Rodeway Inn and Northeast corner of a called 3.334 acre tract of land as conveyed to Addison, R.E. on September 15, 1995 and recorded in Volume 95181, Page 03931 of said Deed Records, said called 3.334 acre tract being all of the Iceoplex Addition, an addition to the Town of Addison, as evidenced by the plat dated on September 20, 1995 and recorded in Volume 95210, Page 03012 of said Deed Records;

THENCE, SOUTH 89°58'49" EAST, along the common proposed North right of way line of Arapaho Road, North line of said called 4.9814 acre tract and South right of way line of said DART railroad, a distance of 268.11 feet (said line being called South 88°51'59" East - 76.23 feet and South 89°11'14" East - 216.99 feet) to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;

Exhibit A

PARCEL 6 - ARAPAHO ROAD PROJECT

THENCE, EASTERLY, continuing along said common line and along the arc of said curve to the left having a radius of 2,914.79 feet, a central angle of $2^{\circ}03'16''$, a chord bearing North $88^{\circ}59'33''$ East for 104.51 feet, for an arc distance of 104.52 feet (said curve being called North $84^{\circ}35'23''$ East - 79.73 feet) to a 5/8 inch iron rod set for the common Northeast corner of said called 4.9814 acre tract and Northwest corner of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of said Deed Records, said called 4.1525 acre tract being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records;

THENCE, SOUTH $00^{\circ}24'10''$ EAST (called South $00^{\circ}27'09''$ East), departing said common line and along the common East line of said called 4.9814 acre tract and West line of said called 4.1525 acre tract, a distance of 80.83 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

THENCE, NORTH $89^{\circ}58'49''$ WEST, departing said common line and along the proposed South right of way of Arapaho Road, a distance of 296.05 feet to a 5/8 inch iron rod set in the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract;

THENCE, NORTH $00^{\circ}31'18''$ WEST (called North $00^{\circ}28'23''$ West), departing said line and along the said common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 19.13 feet to a 1/2 inch iron rod found for a common interior ell corner of said called 4.9814 acre tract and the most Easterly Northeast corner of said called 3.334 acre tract;

THENCE, SOUTH $89^{\circ}55'39''$ WEST (called North $88^{\circ}51'59''$ West), along a South line of said called 4.9814 acre tract and a North line of said called 3.334 acre tract, a distance of 75.91 feet (called 75.60 feet) to a 1/2 inch iron rod found for the common most Westerly Southwest corner of said called 4.9814 acre tract and an interior ell corner of said called 3.334 acre tract;

THENCE, NORTH $00^{\circ}59'43''$ WEST (called North $01^{\circ}04'54''$ West), along the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 59.96 feet (called 60.10 feet) to the **POINT OF BEGINNING**;

PARCEL 6 - ARAPAHO ROAD PROJECT

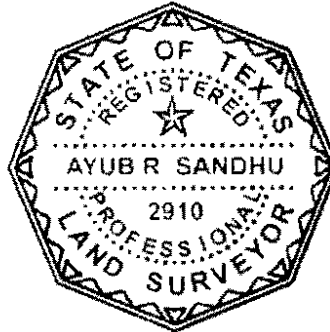
CONTAINING an area of 0.6430 acres or 28,008 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 11-12-99
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

December 6, 2002

VIA HAND DELIVERY

Mr. Mike Murphy
Director of Public Works
Town of Addison
Addison Service Center
16801 Westgrove Drive
Addison, TX 75001-5190

RE: Parcel 6 (Motel 6), Arapaho Road Project

Dear Mike:

Enclosed is your copy of the appraisal performed by Hipes & Associates for the above-referenced property. As discussed with Steve Chutchian earlier today, Ken Dippel and I will be contacting you Monday morning to discuss this matter.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

c(w/o Enclosure): Mr. Steve Chutchian
Mr. Kenneth Dippel, City Attorney



Accor Economy Lodging

14651 Dallas Parkway, Ste 500
Dallas, TX 75254
Tel: 972-386-6161

October 30, 2002

*Comments
SZC
10/31/02*



Mr. Kenneth C. Dippel
Cowles & Thompson
901 Main Street Suite 4000
Dallas, TX 75202-3793
Via Fax 214-672-2020

RE: Motel 6 and the Arapaho Road Extension

Dear Mr. Dippel:

I received your letter of October 22, 2002 and believe it deserves the following response.

The first meeting you refer to was a general discussion about the physical property owned by Motel 6. It was prior to our attempting to understand the impact to the property for the planned extension to Arapaho Road. There was no significant discussion at this meeting regards the taking, its impact to the property or the economic consideration that would be paid to Motel 6 therefore.

I had no meeting with a Town representative on May 1 as your letter states. Please advise with whom and where we met.

I did not get an offer letter on June 6 as your letter refers to. Please provide a copy of the letter. I did receive a Summary of Salient Facts and Conclusions prepared by Evaluation Associates dated October 5, 2001 (the values therein should no longer be relevant due to age) prior to May 29, 2002. I know this as I responded to it via a letter on May 29, 2002 directly to the source one Mr. Patrick J. Haggerty. I should emphasize the Summary of Salient Facts and Conclusions prepared by Evaluation Associates is the only value indicator I have seen from the Town of Addison and it is neither an offer or an appraisal. *yes it is!*

yes!
Prior to the July 17 letter you reference, I received a letter from Ron Whitehead dated June 26 that you do not reference. This letter request I respond to the city's offer. I then had telephone conversations with Mr. Murphy reminding him of the May 29 letter and how its concerns were not responded to in any way in the aforementioned June 26 letter nor had I actually received an offer from the Town of Addison. Further if the Town of Addison was not going to address my concerns in the May 29 letter, I did not know what to do but if going to court was the only option for an equitable solution, Motel 6 had no other choice. It was in

*MEETING HELD ON
4/18/02 - RON,
MIKE, JIM & STEVE*

*OWNER MET w/
PAT HAGGERTY
ON THIS DATE*

IRRELEVANT

ACTUAL DATE IS JUNE 8, 2002

*Not true
refer to original offer letter.*

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Additionally, my position has never been that I cannot get my arms around the Town of Addison's offer so we should go to court. It has been that the Town of Addison has not responded to my concerns in the May 29, 2002 letter, has never provided me with a formal appraisal of Motel 6's damages or offer other than in the form of Summary of Salient Facts and Conclusions. Further if we had to go to court for an equitable solution for Motel 6, this would be at the insistence of the Town of Addison, not Motel 6. You must also note it is not my preferred option to go to court but it appears it may be our only option to have our concerns addressed. I did not request the right to attend the August 27, 2002 Council Meeting as it is my right without request. My reason for not attending is not relevant.

If the town chooses to not respond to my concerns and puts this in the hands of the courts, that too would be another action by the Town of Addison that is beyond my control and I wouldn't understand.

Additionally, your letter states that my letter of September 25 states that I believe Motel 6 is entitled to \$667,972 and this too not accurate. My letter clear states the Total Counter Offer is \$ 567,972. I remain very open to discussing the

The owner continues to reference the MAY 29th. LETTER - DID THE TOWN DISCUSS HIS CONCERNS w/ HIM?

THIS IS OUR FORMAL APPRAISAL AMOUNT

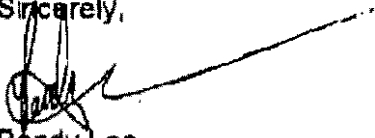
OWNER ASKED FOR \$ 567,972, WHICH IS \$ 235,177 OVER APPRAISED VALUE OF \$ 20.28/FT. x \$ 332,795

CORRECT

course of events, impact to the Motel 6 property due to the extension of Arapaho Road and the value thereof with you, the Mayor or your designates.

I can be reached at 972-702-6823.

Sincerely,



Randy Lee
Vice President
Real Estate & Development

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: October 30, 2002 Time: _____

Total Number of Pages (including this sheet): 4

Normal/Rush: Normal Client/Matter #: 3305/62006

TO: (1) Ron Whitehead FAX: 972.450.7043
(2) Mike Murphy FAX: 972.450.2837

FROM: John M. Hill Direct Dial #: (214) 672-2170

MESSAGE: This was received today.

IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,
PLEASE CALL OUR SERVICE CENTER
AT (214) 672-2508
or Yolanda Rodriguez at (214) 672-2629
Thank you.

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.

*STEVE,
READ THIS... LET ME
KNOW WHAT YOU THINK.*

10/30/2002 16:34

9727025972

ACCOR ECONOMY LODGIN

PAGE 02

**Accor Economy Lodging**

14651 Dallas Parkway, Ste 500
Dallas, TX 75254
Tel: 972-386-6101

October 30, 2002



Mr. Kenneth C. Dippel
Cowles & Thompson
901 Main Street Suite 4000
Dallas, TX 75202-3793
Via Fax 214-672-2020

RE: Motel 6 and the Arapaho Road Extension**Dear Mr. Dippel:**

I received your letter of October 22, 2002 and believe it deserves the following response.

The first meeting you refer to was a general discussion about the physical property owned by Motel 6. It was prior to our attempting to understand the impact to the property for the planned extension to Arapaho Road. There was no significant discussion at this meeting regards the taking, its impact to the property or the economic consideration that would be paid to Motel 6 therefore.

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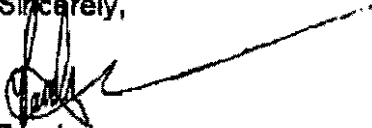
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course of events, impact to the Motel 6 property due to the extension of Arapaho Road and the value thereof with you, the Mayor or your designates.

I can be reached at 972-702-8823.

Sincerely,



Randy Lee
Vice President
Real Estate & Development



FAX TRANSMITTAL

Accor North America

14651 Dallas Parkway
Suite 500
Dallas, TX 75254

TO: Michael Murphy

Fax: 972-456-2837

Company: _____

DATE: 1-9-03

TIME: _____

NO. PAGES: _____
(including cover sheet)

FROM: Randy Lee

Phone: 972-702-6823

Fax: 972-716-6455

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

RE:

Notes/Comments:

STEVE,
PLEASE
TALK
Mike

The information contained in this facsimile transmission is confidential and is intended solely for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any action in reliance on the contents of this facsimile transmission is strictly prohibited and may violate applicable law. If you have received this facsimile in error, please notify sender immediately by telephone to arrange for the return of the original transmission to this company.



January 9, 2003

Accor North America

14651 Dallas Parkway
Suite 500
Dallas, TX 75254

Mr. Michael Murphy, P.E.
Director of Public Works
Town of Addison
16801 Westgrove
Addison, TX 75001-9010
Via Fax 972-450-2837

RE: Motel 6 / Arapaho Road

Dear Michael:

Thank you for sharing the Town of Addison's Appraisal of Motel 6's damages as a result of the extension of Arapaho Road. I am responding to your letter of December 20, 2002 and our concerns in general about the project.

We do not accept a reduced value (\$7 per square foot) of the property that is encumbered by the water line easement. Your appraisers comparable values and the Dallas County Appraisals District assessed value support \$14 per square foot for the entire parcel value, not just that area that is not encumbered by easements. The appraisers comps would surely have easements thereon as well. It's worth noting that the waterline is in an area typically un-buildable due to setbacks as well. **We request you add to your offer \$7 per square foot / \$ 39,130 for a total consideration for the land of \$ 392,112.**

I believe the Town of Addison should provide Motel 6 the funds to replace the lighting to its reasonable standard once the existing lighting is removed as part of this project. **We have estimated this to be and request you add to your offer \$ 19,500 for this.**

For the purposes of ease and settlement we will accept the appraisers depreciated value for the tennis courts (concrete and fencing). We'll also agree to allow the Town of Addison to repair and replace landscaping and irrigation for damages caused by this project in a side agreement as long as we have reasonable approval of all plans and its done in a timely manner.

However, we believe the following two items are reasonable in request and simply accommodated by the Town of Addison:

1. The Town of Addison to issue the necessary permits now for similar signage on the back of the property as we have on Beltline road. I don't want to project to the community via the Arapaho Road frontage an alley/ backyard view. We will pay for the sign we install.
2. The Town of Addison's City Council re-certify the PD for the property post construction of the Arapaho Road Improvements. It is not reasonable in my opinion to have at risk this issue in the future as it potentially makes the property non conforming and therefore less salable and more difficult to finance.

We are convinced that this Motel 6 is permanently damaged by the installation of Arapaho Road. The traffic and its noise immediately adjacent to a significant number of our guest -rooms will render those rooms less desirable and likely un-marketable in the future. We request you add to your offer \$100,000 for a one-time payment for this loss of business value. We would appreciate receiving a copy of the noise impact study conducted on the property.

In closing, I remain confident that the above is reasonable and that economic consideration not to include repairs made by the Town of Addison should be \$571,874 from your appraisal and my input above.

I remain available to talk to you or others within the Town of Addison with reasonable notice.

It is understood that this is an offer to settle the matter in dispute. The parties agree that this letter or its contents shall not be used by either party in the event of litigation.

Sincerely,



Randy Lee
Vice President
Real Estate & Development.

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

January 24, 2003

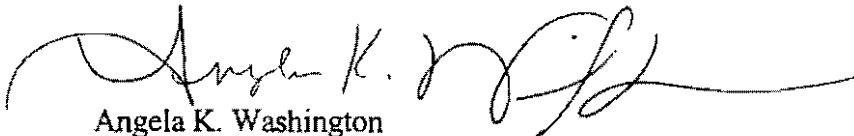
Mr. Mike Murphy
Director of Public Works
Town of Addison
Addison Service Center
16801 Westgrove Drive
Addison, TX 75001-5190

RE: Parcel 6 (Motel 6), Arapaho Road Project

Dear Mike:

Enclosed is a copy of the Petition in Condemnation for the above-referenced property which was filed Tuesday, January 21, 2003. The case has been assigned to County Court at Law No. 2. Commissioners have not yet been appointed. We will keep you apprised regarding this matter.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosure

c(w/o Enclosure): Mr. Steve Chutchian
Mr. Kenneth Dippel, City Attorney



Accor Economy Lodging

14651 Dallas Parkway, Ste 500
Dallas, TX 75254
Tel: 972-386-6161

October 30, 2002

COMMENTS
SZC
10/31/02



Mr. Kenneth C. Dippel
Cowles & Thompson
901 Main Street Suite 4000
Dallas, TX 75202-3793
Via Fax 214-672-2020

RE: Motel 6 and the Arapaho Road Extension

Dear Mr. Dippel:

I received your letter of October 22, 2002 and believe it deserves the following response.

MEETING HELD ON
4/18/02 - BOB,
MIKE, JIM & STEVE

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OWNER MET w/
PAT HAGGERTY
ON THIS DATE

I had no meeting with a Town representative on May 1 as your letter states. Please advise with whom and where we met.

ACTUAL DATE IS JUNE 8, 2002

IRRELEVANT

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The August 8 letter you reference solicited considering any counter-offer proposal Motel 6 may have. The fact is the concerns of the May 29 were still not responded to by the Town of Addison so I saw no value in writing a counter offer when the Town of Addison was still not responding my letter of May 29.

The September 17, 2002 letter you reference was to advise me that the Town of Addison had decided to condemn Motel 6's property. Further that if I wanted to accept the original value in the aforementioned Summary of Salient Facts and Conclusions I should let Mr. Whitehead know by September 27, 2002 to avoid litigation. In what I hoped to be a last ditch effort to avoid the courts, I responded with a counter offer you reference dated September 25, 2002 that I still believe is fair and equitable.

Additionally, my position has never been that I cannot get my arms around the Town of Addison's offer so we should go to court. It has been that the Town of Addison has not responded to my concerns in the May 29, 2002 letter, has never provided me with a formal appraisal of Motel 6's damages or offer other than in the form of Summary of Salient Facts and Conclusions. Further if we had to go to court for an equitable solution for Motel 6, this would be at the insistence of the Town of Addison, not Motel 6. You must also note it is not my preferred option to go to court but it appears it may be our only option to have our concerns addressed. I did not request the right to attend the August 27, 2002 Council Meeting as it is my right without request. My reason for not attending is not relevant.

If the town chooses to not respond to my concerns and puts this in the hands of the courts, that too would be another action by the Town of Addison that is beyond my control and I wouldn't understand.

Additionally, your letter states that my letter of September 25 states that I believe Motel 6 is entitled to \$667,972 and this too not accurate. My letter clear states the Total Counter Offer is \$567,972. I remain very open to discussing the

Correct

The owner continues to reference the MAY 29th. letter - DID THE TOWN DISCUSS HIS CONCERNS w/ HIM?

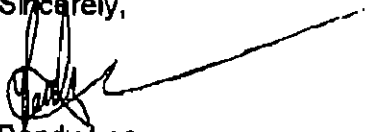
THIS IS OUR FORMAL APPRAISAL AMOUNT

OWNER ASKED FOR \$567,972, WHICH IS \$235,177 OVER APPRAISED VALUE OF \$332,795
(\$20.28/FT.)

course of events, impact to the Motel 6 property due to the extension of Arapaho Road and the value thereof with you, the Mayor or your designates.

I can be reached at 972-702-6823.

Sincerely,

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

Randy Lee
Vice President
Real Estate & Development

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

December 6, 2002

VIA HAND DELIVERY

Mr. Mike Murphy
Director of Public Works
Town of Addison
Addison Service Center
16801 Westgrove Drive
Addison, TX 75001-5190

RE: Parcel 6 (Motel 6), Arapaho Road Project

Dear Mike:

Enclosed is your copy of the appraisal performed by Hipes & Associates for the above-referenced property. As discussed with Steve Chutchian earlier today, Ken Dippel and I will be contacting you Monday morning to discuss this matter.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

c(w/o Enclosure): Mr. Steve Chutchian
Mr. Kenneth Dippel, City Attorney

Steve Chutchian

From: Michael Murphy
Sent: Friday, December 20, 2002 1:52 PM
To: Steve Chutchian
Subject: FW: Motel 6

Steve,

Please take the responses provided by Hipes and those concerns provided by Randy Lee and draft a response letter to Mr. Lee addressing each of his concerns.

I know its late but I would like to get the response in the mail before we leave for the holidays.....thanks

-----Original Message-----

From: Washington, Angela [mailto:awashington@cowlesthompson.com]
Sent: Friday, December 20, 2002 11:39 AM
To: 'mmurphy@ci.addison.tx.us'
Cc: Steve Chutchian (E-mail); DIPPEL, KEN
Subject: Motel 6

Mike -

I discussed the issues raised by Motel 6 with Mark Hipes. His responses are as follows:

1. Does not agree with "reduced value" of land encumbered by the DWU water main easement.

According to Hipes, the easement reduces the value because Motel 6 does not have the ability to use that area, as it cannot develop within the easement or if it does develop, the improvements can be removed by the City of Dallas.

2. Does not agree with the \$3.00/sq. ft value for concrete.

Hipes says he based it on the depreciated value of the concrete that is there.

(Take current cost for concrete and value down based on condition of the concrete that exists)

3. No compensation given for loss of tennis courts.

This was accounted for by the compensation included for the materials in the tennis court (concrete and fencing).

4. No compensation given for removal of perimeter lights and light poles.

Hipes did not remember these, but they are there (I checked). I have had a follow-up consultation with Hipes and he has confirmed that he did not account for these in the appraisal. He says the value would range between 750 and 1500 each depending on the type used.

5. No compensation given for damage to existing landscaping and irrigation.

Compensation not given because the Town will replace any landscaping and irrigation removed. (In addition, he says there is not much there).

Steve Chutchian

From: Michael Murphy
Sent: Thursday, December 12, 2002 4:36 PM
To: Jim Pierce; Steve Chutchian
Subject: FW: Motel 6 response

Guys,

Please look over and lets discuss on Monday.

Thanks

-----Original Message-----

From: Michael Murphy
Sent: Thursday, December 12, 2002 4:35 PM
To: Cowles & Thompson (E-mail)
Subject: Motel 6 response

John, Ken,

Below are questions that Randy Lee, with Motel 6, raised regarding the "new" appraisal prepared by Mark Hypes, during our phone conversation on Dec. 12th, 2002. He would like for our appraiser to provide answers to the following:

1. Does not agree with "reduced value" of land encumbered by the DWU water main easement. (wants clarification)
2. Does not agree with the \$3.00/sq. ft value for concrete. (wants clarification)
3. No compensation given for loss of tennis courts. (wants clarification)
4. No compensation given for removal of perimeter lights and light poles. (wants clarification)
5. No compensation given for damage to existing landscape and irrigation. (wants clarification)
6. Want signage for Arapaho side of property. (wants clarification)
7. When site was developed it was classified as a "Planned Development", he wants the Towns assurance that his property will maintain that designation once the Roadway has been completed.

Items 4-6 can be addressed by my staff, because all of these should be covered in or as part of our construction process.

Please review and let me know what you think.

Mike

Michael E. Murphy, PE
Director of Public Works
(972) 450-2878 Work
(214) 215-5280 Mobile
(972) 450-2837 Fax
E-Mail: mmurphy@ci.addison.tx.us

<u>Sign Height (feet)</u>	<u>Maximum Letter/Logo Height (inches)</u>
0--36	16
37--48	36
49--100	48
101--150	60
151 and up	72

- a. Letter heights in excess of 72 inches must be approved by the city council.
 - b. Not more than 50 percent of the letters in each individual sign height category may be 25 percent taller than the specified maximum letter/logo height.
- (6) Copy on awnings is allowed in accordance with the above regulations for area and letter height. For back-lit awnings, the area of the sign shall be based on the area of the awning that is back-lit or illuminated.

(Code 1982, § 14-33)

Sec. 62-164. Window signs.

- (a) Signs in windows facing public rights-of-way are limited to ten percent of the window area per facade.
- (b) The outlining of a window on two or more of any sides with lighting, luminescent gaseous tubing, or by any similar means shall constitute 100 percent of the total window area as a sign.

(Code 1982, § 14-34)

Secs. 62-165--62-180. Reserved.

DIVISION 4. DETACHED SIGNS

Sec. 62-181. Generally.

Detached signs are permitted in business zoning districts as provided in this division.

(Code 1982, § 14-41)

Sec. 62-182. Premises signs.

Detached signs must be premises signs only. Off-premises signs are prohibited.

(Code 1982, § 14-42)

Sec. 62-183. Number of signs.

Only one detached sign of any type may be erected on any premises except that:

- (1) Premises which have more than 450 feet of property frontage along the public way, other than an alley, may have not more than one additional detached sign for each additional 300 feet of frontage.
- (2) Any premises with frontage along more than one public way may have a permanent detached sign along each public way provided that each frontage way is at least 300 feet in length.
- (3) All permanent detached signs must be no closer than 150 feet apart, with no two detached signs of any type being closer than 50 feet apart.
- (4) Signs within the visibility triangle at all intersections, which include that portion of public right-of-way, any corner lot within the adjacent curblines and a diagonal line intersecting such curblines at points 35 feet back from their intersection, are prohibited.

(Code 1982, § 14-43)

Sec. 62-184. Setback, effective area and height.

A minimum setback of ten feet is required of all detached signs. A minimum setback of 15 feet from the back of the curb of the public street is required for signs exceeding ten square feet in effective area or ten feet in height. A minimum setback of 20 feet is required for all signs exceeding 20 square feet in effective area or 15 feet in height.

(Code 1982, § 14-44)

Sec. 62-185. Specifications.

Both single-tenant and multitenant pole signs shall be allowed and shall be governed by the design standards and regulations as set forth in this section.

- (1) Single-tenant pole signs must be exactly 36 square feet in effective area and must be exactly 20 feet in height measured from ground elevation to the top of the sign.
- (2) Multitenant pole signs must be exactly 72 square feet in effective area and must be exactly 20 feet in height measured from ground elevation to

the top of the signs. No single-tenant shall occupy more than 36 square feet of sign area on a multi-tenant sign.

(3) Design standards shall be as follows:

- a. *Sign supports:* 8" X 8" structural steel tubing. Structural steel tubing shall be installed in accordance with Figure 62-185A for single-tenant signs and 62-185B for multi-tenant signs.
- b. *Sign cabinet:* Paint grip sheet metal on angle iron frame with angle retaining rim to secure sign face.
 1. Single-tenant sign cabinet dimensions: 6'10" wide X 5'10" high X 12" deep.
 2. Multitenant sign cabinet dimensions: 6'10" wide X 11'6" high X 12" deep.
- c. *Sign face:* plastic sheet; d. *Sign finish:* Degrease, prime, and finish coat all exposed metal surfaces as required.
- e. *Sign support and cabinet color:* Pantone 404(c). Painted surfaces are to match special color; color swatch will be provided by the town. Color number: Pantone #404(c)
- f. *Internal illumination:* Internal illumination provided by fluorescent lamps spaced no further than 12 inches on center.
- g. *Overall sign height:* All signs are to be 20 feet in height.

(Code 1982, § 14-45)

Sec. 62-186. Monument signs.

Monument signs must be built on a monument base as opposed to a pole base with no separation between the base of the sign and natural grade. A monument sign contains only the name, logo, address and product or service of the establishment. No advertising or promotional information is permitted thereon. Such sign may be single- or double-faced. Such signs with base shall not exceed six (6) feet in overall height above the natural or average grade and the actual sign face shall not exceed forty-eight (48) square feet in area per side. Plastic faces may be used on monument signs provided only the letters, numbers or logo elements emit light. The monument sign shall be located on site and a minimum of twenty (20) feet from the back of the curb.

(Code 1982, § 14-46)

Sec. 62-187. Multifamily premises.

Multifamily premises may have detached signs subject to the following restriction regarding the number of signs. Each premises may have not more than one detached premises sign, provided, however, that premises with more than 750 feet of frontage along a public way, other than an alley, may have not more than one additional detached sign for each 500 feet of additional frontage.

(Code 1982, § 14-47)

25th
Anniversary
1978-2003

COWLES & THOMPSON
A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

April 29, 2003

Ms. Connie Jones
Court Administrator
County Court At Law No. 2
509 Main St., Suite 311
Dallas, TX 75202-5755

RE: *Town of Addison v. Motel 6 Operating, L.P., et al.*
Cause No. 03-00711-B in the County Court at Law No. 2, Dallas Co., Texas

Dear Ms. Jones:

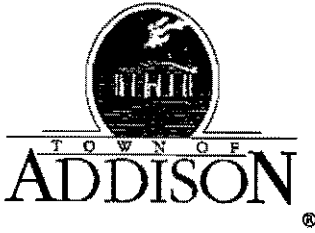
Enclosed are letters from Special Commissioners Joe Coerver and Larry Phillips regarding the hours that they served in the above-referenced case. Commissioner Don Daniel has informed me that he served eight (8) hours. Please let me know if you need any further information or if I need to provide you with a formal document for filing with the Court.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c(w/o Enclosures): Mr. Steve Chutchian
Mr. Doug Conner
Mr. Ken C. Dippel, w/firm



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

(972) 450-2871 FAX (972) 450-2837
16801 Westgrove

December 20, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Ste 500
Dallas, Texas 75254

Re: Arapaho Rd. Appraisal Response
Motel 6

Dear Mr. Lee:

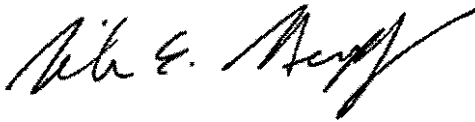
You expressed several concerns during our discussion on December 12, 2002, regarding the Town's latest appraisal by Mr. Mark Hipes. A response to each item is indicated below:

- a. Regarding the "reduced value" of land encumbered by the DWU water main easement: the appraiser stated that the easement reduces the value because Motel 6 does not have the ability to use that area. Motel 6 cannot develop within the easement without risking removal of such improvements by the City of Dallas.
- b. Regarding the \$3.00/s.f. value of concrete: the appraiser based it on the depreciated value of the concrete that is in place. This depreciation was based on the condition of the concrete that exists on site.
- c. Regarding lack of compensation given for loss of tennis courts: the appraiser stated that this loss was accounted for by the compensation included for the materials in the tennis court (concrete & fencing).
- d. Regarding lack of compensation given for removal of perimeter lights and light poles: the appraiser stated that he did not account for the lights in his appraisal. However, he stated that the value would increase the total appraisal amount by approximately \$750-\$1500 per light pole & fixture.
- e. Regarding lack of compensation for damages to existing landscaping and irrigation: the appraiser did not include any compensation because the Town will replace all existing landscaping and irrigation that is removed or damaged on site, as part of the proposed roadway extension project.

- f. Regarding signage for the north end of Motel 6 site: The property owner may apply for a permit to install a sign along Arapaho Road in accordance with prevailing ordinance requirements pertaining to height, size setback, etc.
- g. Regarding the "Planned Development" classification for the site: The proposed construction of Arapaho Road will have no affect on the current classification of the property.

Should you have further concerns regarding the above response to your questions, please let me know. At this time, the Town of Addison must actively pursue condemnation of the Motel 6 property in order to acquire necessary right-of-way for the Arapaho Road construction. However, we look forward to hearing from you within ten (10) days of the date of this correspondence regarding our most recent offer.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael E. Murphy". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael Murphy, P.E.
Director of Public Works

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- 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):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Randy Lee, V.P.
Accor Economy Lodging
14651 DAVIS Pkwy. #500
DALLAS, TX 75254

4a. Article Number

7002 0860 0004 9719 5341

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

10/7/62

5. Received By: (Print Name)

B. MATTHEWS

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X Bria M.

PS Form 3811, December 1994

Domestic Return Receipt

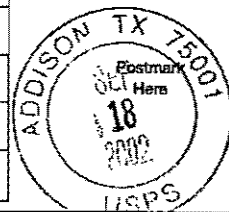
Thank you for using Return Receipt Service.

7002 0860 0004 9719 5303

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OSTEVE COACHMAN

Postage	\$.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent to
Mr. Randy Lee, V.P. Accor Economy Lodg.
Street, Apt. No. or P.O. Box No.
14651 DALLAS Pkwy.
City, State, ZIP
DALLAS, TX 75254

PS Form 3800, April 2002

See Reverse for Instructions

Mike Murphy
Town of Addison
P.O. Box 9010
Addison, TX 75001

● Print your name, address, and ZIP Code in this box ●

First-Class Mail - Postage & Fees Paid USFS Permit No. G-10



UNITED STATES POSTAL SERVICE



January 9, 2003

Accor North America

14651 Dallas Parkway
Suite 500
Dallas, TX 75254

Mr. Michael Murphy, P.E.
Director of Public Works
Town of Addison
16801 Westgrove
Addison, TX 75001-9010
Via Fax 972-450-2837

RE: Motel 6 / Arapaho Road

Dear Michael:

Thank you for sharing the Town of Addison's Appraisal of Motel 6's damages as a result of the extension of Arapaho Road. I am responding to your letter of December 20, 2002 and our concerns in general about the project.

We do not accept a reduced value (\$7 per square foot) of the property that is encumbered by the water line easement. Your appraisers comparable values and the Dallas County Appraisals District assessed value support \$14 per square foot for the entire parcel value, not just that area that is not encumbered by easements. The appraisers comps would surely have easements thereon as well. It's worth noting that the waterline is in an area typically un-buildable due to setbacks as well. **We request you add to your offer \$7 per square foot / \$ 39,130 for a total consideration for the land of \$ 392,112.**

I believe the Town of Addison should provide Motel 6 the funds to replace the lighting to its reasonable standard once the existing lighting is removed as part of this project. **We have estimated this to be and request you add to your offer \$ 19,500 for this.**

For the purposes of ease and settlement we will accept the appraisers depreciated value for the tennis courts (concrete and fencing). We'll also agree to allow the Town of Addison to repair and replace landscaping and irrigation for damages caused by this project in a side agreement as long as we have reasonable approval of all plans and its done in a timely manner.

However, we believe the following two items are reasonable in request and simply accommodated by the Town of Addison:

1. The Town of Addison to issue the necessary permits now for similar signage on the back of the property as we have on Beltline road. I don't want to project to the community via the Arapaho Road frontage an alley/ backyard view. We will pay for the sign we install.
2. The Town of Addison's City Council re-certify the PD for the property post construction of the Arapaho Road Improvements. It is not reasonable in my opinion to have at risk this issue in the future as it potentially makes the property non conforming and therefore less salable and more difficult to finance.

We are convinced that this Motel 6 is permanently damaged by the installation of Arapaho Road. The traffic and its noise immediately adjacent to a significant number of our guest -rooms will render those rooms less desirable and likely un-marketable in the future. We request you add to your offer \$100,000 for a one-time payment for this loss of business value. We would appreciate receiving a copy of the noise impact study conducted on the property.

In closing, I remain confident that the above is reasonable and that economic consideration not to include repairs made by the Town of Addison should be \$571,874 from your appraisal and my input above.

I remain available to talk to you or others within the Town of Addison with reasonable notice.

It is understood that this is an offer to settle the matter in dispute. The parties agree that this letter or its contents shall not be used by either party in the event of litigation.

Sincerely,



Randy Lee
Vice President
Real Estate & Development.



FAX TRANSMITTAL

Accor North America

14651 Dallas Parkway
Suite 600
Dallas, TX 75254

TO: Michael Murphy

Fax: 972-450-2837

Company: _____

DATE: 1-9-03

TIME: _____

NO. PAGES: _____
(including cover sheet)

FROM: Randylee

Phone: 972-702-6823

Fax: 972-716-6455

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

RE:

Notes/Comments:

The information contained in this facsimile transmission is confidential and is intended solely for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any action in reliance on the contents of this facsimile transmission is strictly prohibited and may violate applicable law. If you have received this facsimile in error, please notify sender immediately by telephone to arrange for the return of the original transmission to this company.



January 9, 2003

Accor North America

14651 Dallas Parkway
Suite 500
Dallas, TX 75254

Mr. Michael Murphy, P.E.
Director of Public Works
Town of Addison
16801 Westgrove
Addison, TX 75001-9010
Via Fax 972-450-2837

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I remain available to talk to you or others within the Town of Addison with reasonable notice.

It is understood that this is an offer to settle the matter in dispute. The parties agree that this letter or its contents shall not be used by either party in the event of litigation.

Sincerely,



Randy Lee
Vice President
Real Estate & Development.



FAX TRANSMITTAL

Accor North America

14651 Dallas Parkway
Suite 500
Dallas, TX 75254

TO: Michael Murphy

Fax: 972-450-2837

Company: _____

DATE: 1-9-03

TIME: _____

NO. PAGES: _____
(including cover sheet)

FROM: Randylee

Phone: 972-702-6823

Fax: 972-716-6455

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

RE:

Notes/Comments:

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ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

January 15, 2003

Mr. Douglas H. Conner
Boyle & Lowry
4201 Wingren, Suite 108
Irving, TX 75062

RE: Parcel 6, Arapaho Road Project – Motel 6

Dear Doug:

Enclosed for filing in connection with the above-referenced property are the following documents:

1. Original Petition in Condemnation with exhibit;
2. Order Appointing Special Commissioners; and
3. Oath of Special Commissioners.

Please let me know if you need anything further. Thank you for your assistance in this matter.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

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

DRAFT

January 14, 2003

Mr. Randy Lee
Vice President / Real Estate Development
Accor North America
14651 Dallas Parkway
Suite 500
Dallas, Texas 75254

RE: Motel 6 / Arapaho Road

Dear Mr. Lee,

Thank you for your response (January 9, 2003) to our letter dated December 20, 2002. The Town of Addison has reviewed your latest proposal and because of the large difference in our offer based on "Fair Market Value" and your counter offer, it is the Town's opinion that we will not be able to reach an agreement that is satisfactory to both parties. Therefore, so not to delay the progress of this project any longer, the Town has directed its attorney's to move forward with eminent domain proceedings toward the acquisition of this necessary Right of Way for the extension of Arapaho Road.

Sincerely,

Michael E. Murphy, PE
Director of Public Works

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

March 21, 2003

Mr. Ron Whitehead
City Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

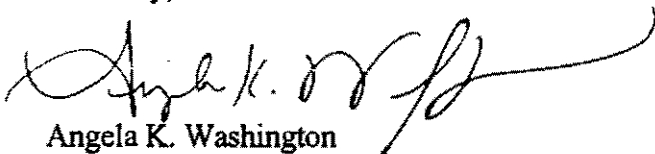
RE: Revised Notice of Commissioners Hearing for Parcel 6, Arapaho Road Project

Dear Ron:

Enclosed is your copy of the Revised Notice of Hearing for the Commissioners Hearing on Parcel 6. As you will note, the hearing is scheduled for **10:00 a.m. on April 23, 2003 at the Dallas County Records Building in Judge John Peyton's courtroom, 500 Main Street, 3rd Floor, Dallas, Texas 75202.** It was rescheduled by the Commissioners at the original setting on March 19, 2003.

By copy of this letter, I am providing copies of this notice to Mike Murphy and Steve Chutchian. A copy will be sent to all Commissioners and copies will be sent by certified mail to all owners or claimants of some interest in the property listed in the petition. If you have any questions, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosure

c: Mr. Mike Murphy (w/Enclosure)
Mr. Steve Chutchian (w/Enclosure)
Mr. Ken Dippel
Mr. Doug Conner

CAUSE NO. 03-00711-B

TOWN OF ADDISON)	IN THE COUNTY COURT AT
)	
Plaintiff,)	
)	
vs.)	LAW NO. 2
)	
MOTEL 6 OPERATING, L. P., et al.)	DALLAS COUNTY, TEXAS
)	
Defendants.)	
)	

To:

REVISED NOTICE OF COMMISSIONER'S HEARING

You are hereby notified that the Town of Addison, acting by and through its City Attorney, on January 21, 2003, filed its First Amended Petition in Condemnation with the Clerk in the above-referenced Court of Dallas County, Texas wherein it sought the condemnation of certain land, a true copy of which Petition has been previously provided to all defendants named herein to which reference is made for description of the land sought to be condemned, for a statement of the purposes of condemnation, and for all other legal purposes.

This Honorable Court has appointed three Special Commissioners who have conferred and determined that they would like to set this MATTER FOR HEARING AT THE TIME AND PLACE HEREIN PROVIDED, such hearing to commence at 10:00 a.m. o'clock on the 19th day of March, 2003 at the Dallas County Records Building in the Courtroom of the Honorable Judge John Peyton, 3rd Floor, 500 Main Street, Dallas, Texas 75202. At the time of this hearing, the Landowners' through their attorney, David C. Kent has sought and asked for a resetting of this hearing to the week of April 21, 2003. The Commissioners fully considering Landowners' request find such is well taken and herewith agrees to reschedule this hearing to a later date.

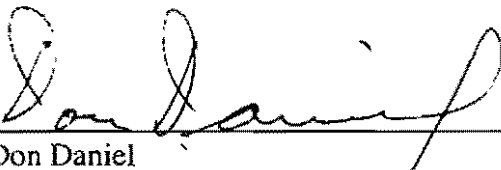
All parties of record having interest in the subject property are hereby notified to appear at the time and place after set for the purpose of offering any evidence they desire on the issue as to the damages to be assessed against the Town of Addison and to be paid

to the owners of said property to be condemned. By copy of this notice, confirmation of this setting is being forwarded to the City Manager of the Town of Addison, the Special Commissioners appointed by the Honorable Court, and to the Court deputy of this Honorable Court.

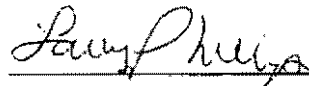
SUCH HEARING is now RESCHEDULED for April 23rd, 2003 at 10:00 a.m. in the Courtroom for County Court at Law No. 2, the Dallas County Records Building and courtroom of the Honorable Judge John Peyton. County Court at Law No. 2, 3rd floor, 500 Main Street, Dallas, Texas 75202.

Should Landowners desire to challenge the Town of Addison's Appraisal testimony, the Landowners must in accordance of Section 21.0111(b), Texas Property Code provide to Town of Addison's attorney whose name is herein below provided by no later than 10 days prior to the date of the rescheduling of this hearing, all appraisal reports and opinions of value that any challenge the value conclusions and opinions of the Condemnor's Appraisers.

APPROVED AND ORDERED BY SPECIAL COMMISSIONERS:


Don Daniel

Joe Coerver


Larry Phillips

Respectfully submitted,

BOYLE & LOWRY L.L.P.



Douglas H. Conner, III
State Bar No. 04694000
4201 Wingren Plaza
Suite #108
Irving, Texas 75062
972.650.7100 [Telephone]
972.650.7105 [Telecopier]

**TOWN OF
ADDISON**

PUBLIC WORKS

To: MR. TRACY KELLER

From: STEVE CHUTCHIAN

Company: DENNY'S

FAX #: 864-597-7321

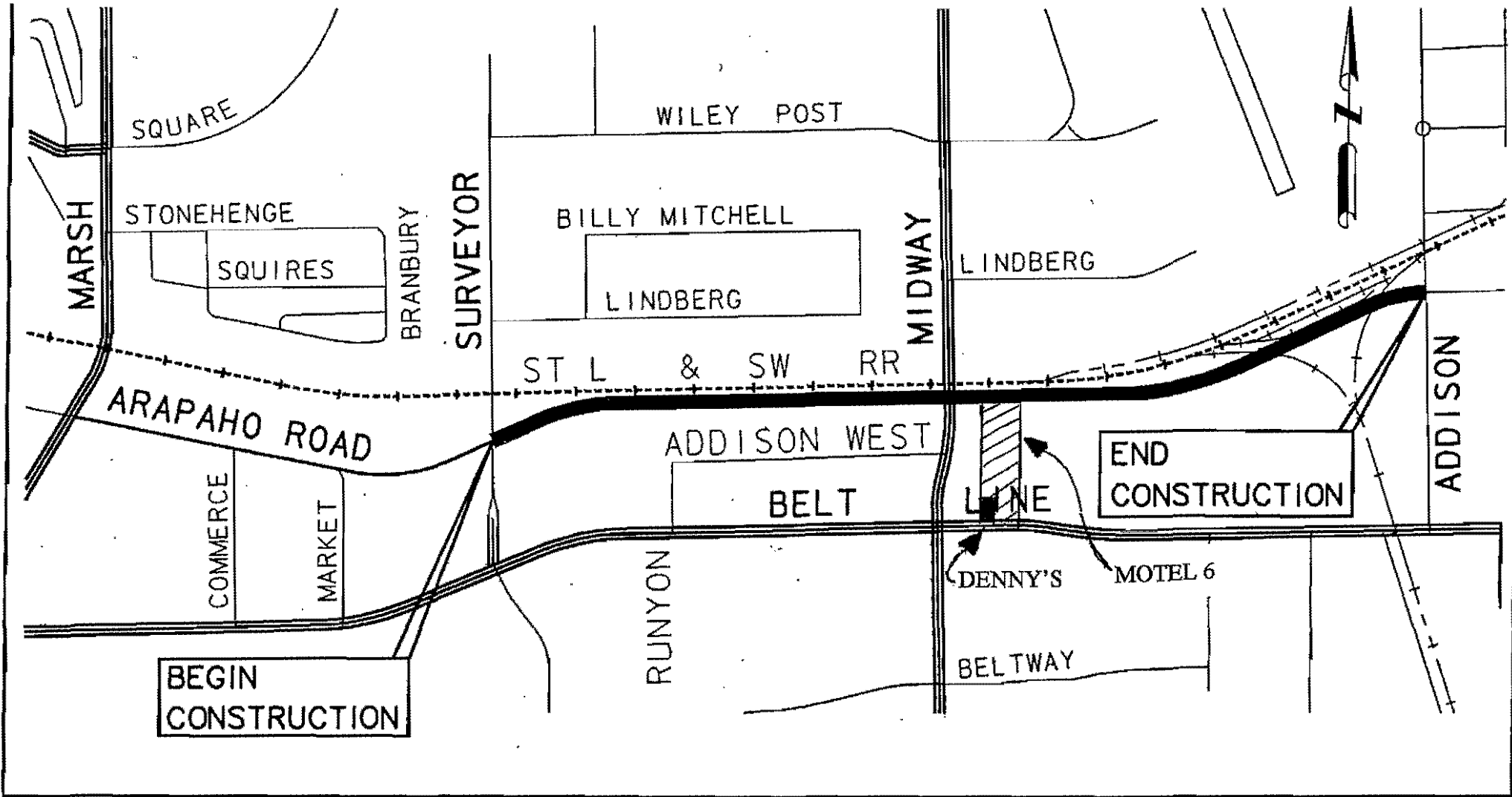
Date: 3/25/03

No. of pages (including cover): 2

Phone: 972/450-2886

Fax: 972/450-2837

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



LOCATION MAP

To: ~~Henry Hutchison~~

From the Desk of: Eagle Weston

For Your Files

R 03-051 and R 03-052

(Notes and absolute Systems)

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R03-051

A RESOLUTION OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE DIRECTOR OF FINANCE TO PAY THE AWARD INTO THE REGISTRY OF THE COURT IN CAUSE NO. 03-00711-B, TOWN OF ADDISON V. MOTEL 6 OPERATING, L.P., ET AL.; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas filed under Cause No. 03-00711-B in the County Court at Law No. 2 against *Motel 6 Operating, L.P., et al.* for the purpose of acquiring land needed for Arapaho Road; and

WHEREAS, the Special Commissioners appointed by the Court conveyed and heard evidence and rendered a Special Commissioners' Award; and

WHEREAS, the Town of Addison desires to place the amount of the Special Commissioners' Award into the Registry of the Court in order to take possession of the real property needed for Arapaho Road; Now, Therefore,

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

Section 1. That the Director of Finance is ordered to prepare a check in the amount of Four Hundred Thirty-One Thousand Two Hundred Thirty-Four and No/100 Dollars (\$431,234.00) payable to the Dallas County Clerk;

Section 2. That the City Attorney is directed to place the amount of the Special Commissioners' Award into the Registry of the Court and seek an Order of Possession from the Judge of County Court at Law No. 2;

Section 3. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 13th day of May, 2003.



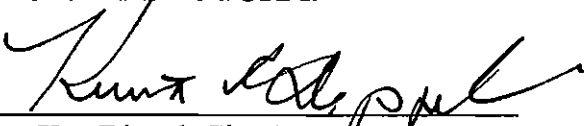
R. Scott Wheeler, Mayor

ATTEST:

By: 

Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: 

Ken Dippel, City Attorney

**TOWN OF ADDISON, TEXAS
RESOLUTION NO. R03-052**

A RESOLUTION OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE DIRECTOR OF FINANCE TO PAY THE AWARD INTO THE REGISTRY OF THE COURT IN CAUSE NO. CC-03-01967-B, TOWN OF ADDISON, TEXAS V. ABSOLUTE SYSTEMS, LTD., ET AL.; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas filed under Cause No. CC-03-01967-B in the County Court at Law No. 2 against *Absolute Systems, Ltd., 276 Trusts and Merrill Lynch Business Financial Services, Inc.* for the purpose of acquiring land needed for Arapaho Road; and

WHEREAS, the Special Commissioners appointed by the Court conveyed and heard evidence and rendered a Special Commissioners' Award; and

WHEREAS, the Town of Addison desires to place the amount of the Special Commissioners' Award into the Registry of the Court in order to take possession of the real property needed for Arapaho Road; Now, Therefore,

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

Section 1. That the Director of Finance is ordered to prepare a check in the amount of One Hundred Fifteen Thousand and No/100 Dollars (\$115,000.00) payable to the Dallas County Clerk;

Section 2. That the City Attorney is directed to place the amount of the Special Commissioners' Award into the Registry of the Court and seek an Order of Possession from the Judge of County Court at Law No. 2;

Section 3. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 13th day of April, 2003.




R. Scott Wheeler, Mayor

ATTEST:

By: 
Carmen Morah, City Secretary

APPROVED AS TO FORM:

By: 
Ken Dippel, City Attorney

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

May 27, 2003

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

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

RE: *Town of Addison v. Motel 6 Operating, L.P., et al.*
Cause No. CC-03-00711-B
Parcel 6 Arapaho Extension of Road Project

Dear Mike and Steve:

As promised in my May 23, 2003 letter, enclosed is the property owners' Objection to Special Commissioners' Finding. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

c (w/o Enc.): Mr. Kenneth Dippel

TOWN OF ADDISON,	§	IN THE COUNTY COURT
	§	
Plaintiff,	§	
	§	
v.	§	AT LAW NO. 2 OF
	§	
MOTEL 6 OPERATING, L.P., <i>et al.</i> ,	§	
	§	
Defendants.	§	DALLAS COUNTY, TEXAS

OBJECTION TO SPECIAL COMMISSIONERS' FINDINGS

Pursuant to Texas Property Code §21.18, Defendants Motel 6 Operating, L.P., Motel 6 G.P., Inc. (now known as Accor North America, Inc.), and Georges Le Mener, individually and as officer of Motel 6, G.P., Inc., object to the findings and award of the special commissioners herein, and pray that the Court issue citation to the adverse party and try the case in the same manner as other civil causes.

Respectfully submitted,

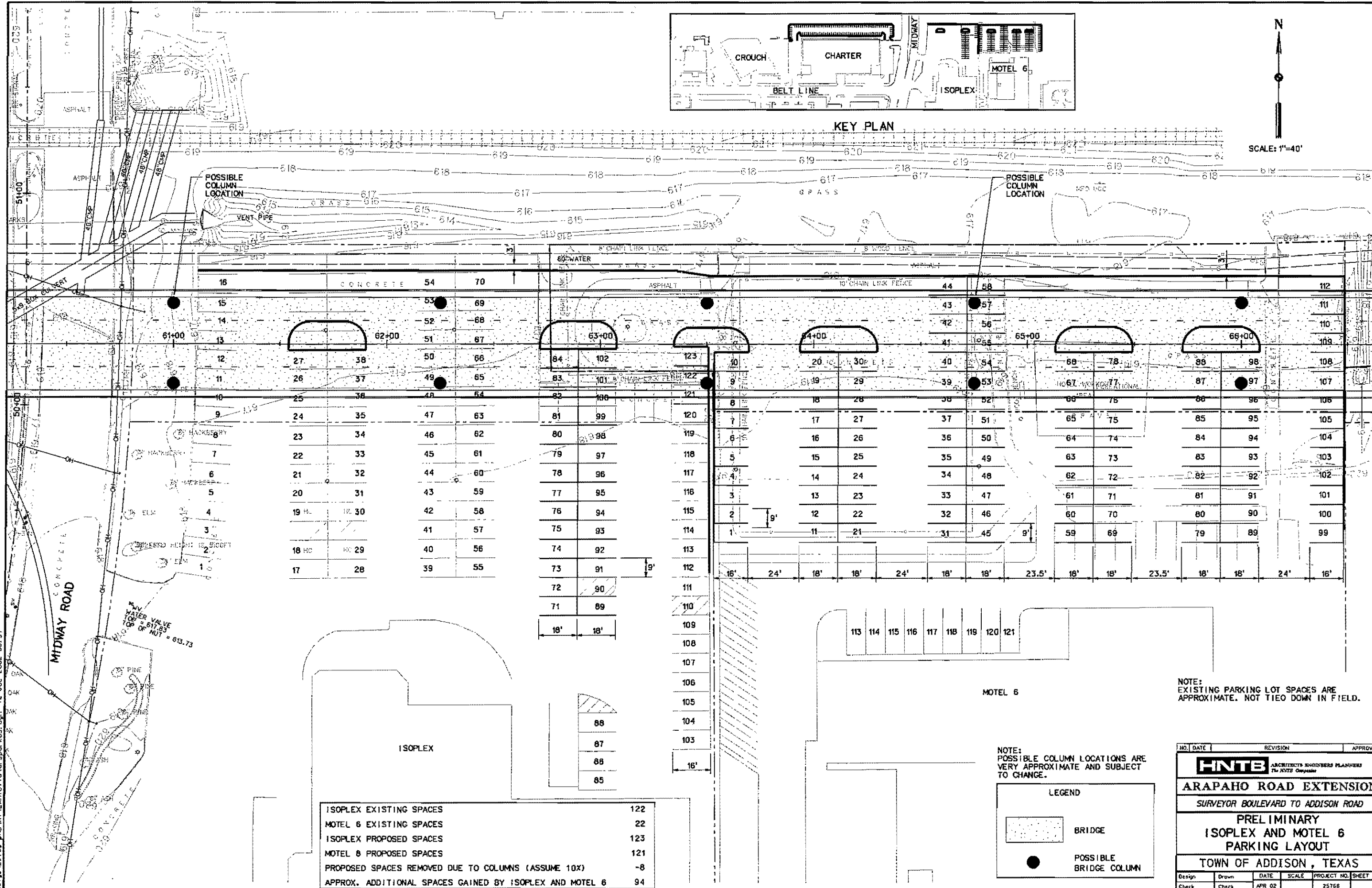
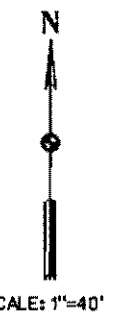
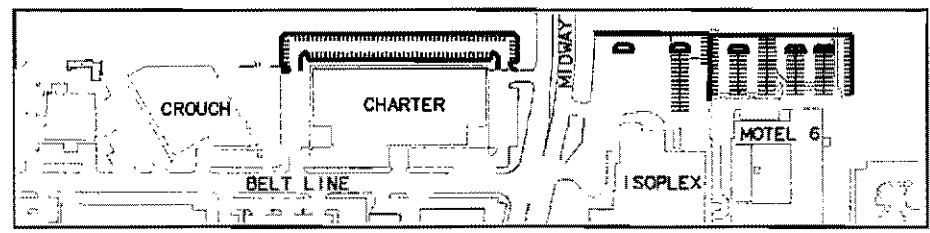


David C. Kent
State Bar No. 11316400

Mary Ann Joerres
State Bar No. 10669750

DIAMOND McCARTHY TAYLOR
FINLEY BRYANT & LEE, L.L.P.
1201 Elm St. - 34th Floor
Dallas, Texas 75270
(214) 389-5300
(214) 389-5399 (Fax)

ATTORNEYS FOR DEFENDANTS
MOTEL 6 OPERATING L.P., , MOTEL
6 G.P., INC. and GEORGES LE
MENER, INDIVIDUALLY AND AS
OFFICER OF MOTEL 6 G.P., INC.



ISOPLEX EXISTING SPACES	122
MOTEL 6 EXISTING SPACES	22
ISOPLEX PROPOSED SPACES	123
MOTEL 6 PROPOSED SPACES	121
PROPOSED SPACES REMOVED DUE TO COLUMNS (ASSUME 10X)	-8
APPROX. ADDITIONAL SPACES GAINED BY ISOPLEX AND MOTEL 6	94

NOTE:
POSSIBLE COLUMN LOCATIONS ARE
VERY APPROXIMATE AND SUBJECT
TO CHANGE.

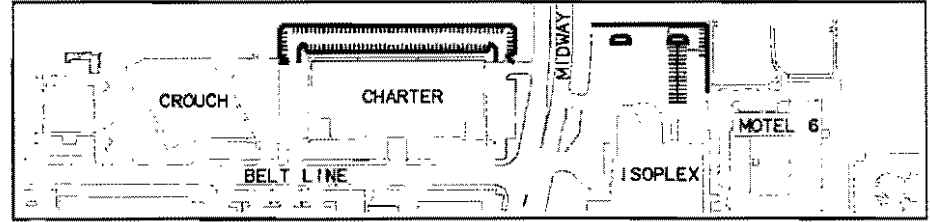
LEGEND

- BRIDGE
- POSSIBLE BRIDGE COLUMN

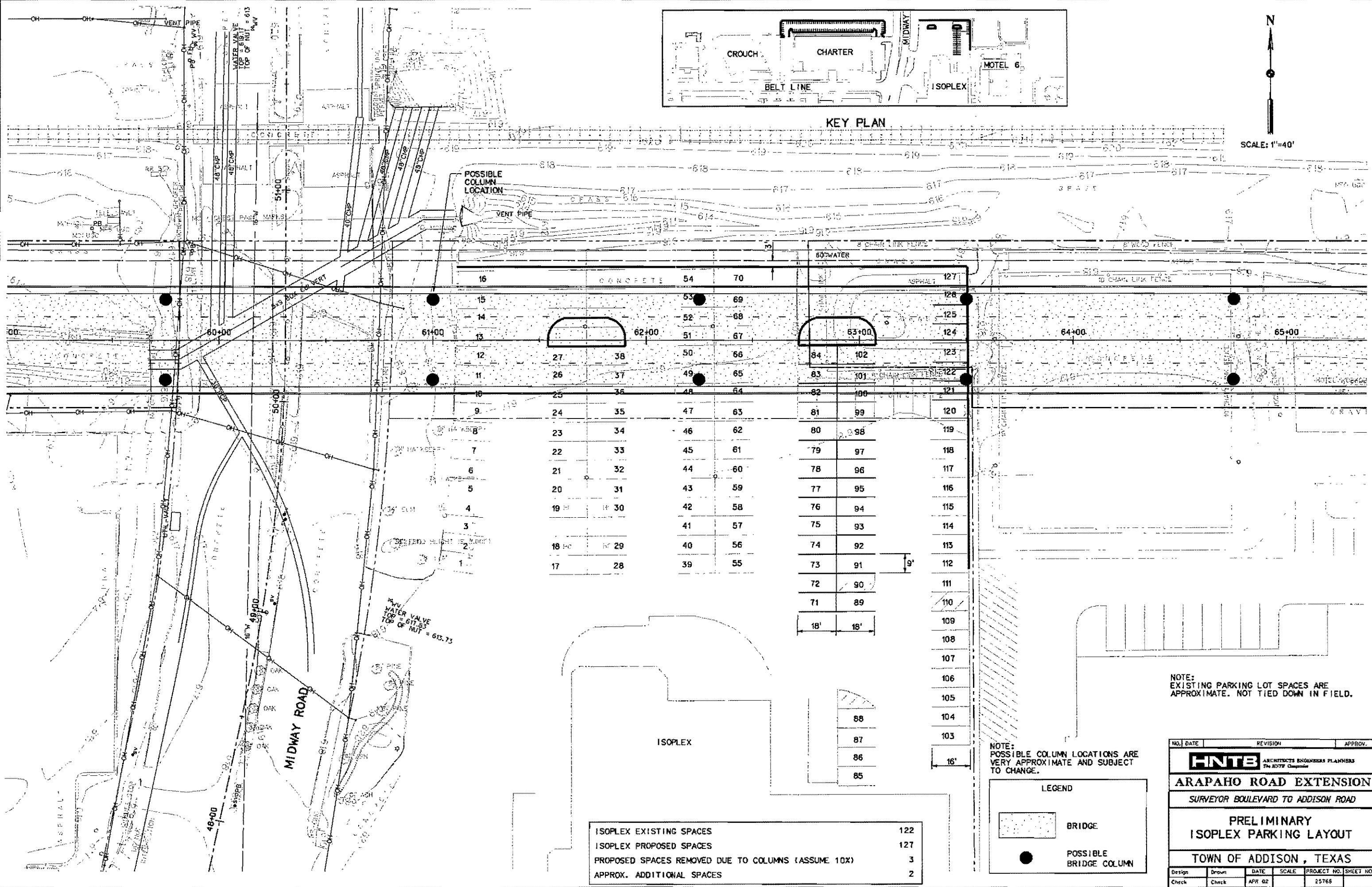
NO.	DATE	REVISION	APPROV.
HNTB ARCHITECTS ENGINEERS PLANNERS The HNTB Companies			
ARAPAHO ROAD EXTENSION			
SURVEYOR BOULEVARD TO ADDISON ROAD			
PRELIMINARY			
ISOPLEX AND MOTEL 6			
PARKING LAYOUT			
TOWN OF ADDISON, TEXAS			
Design	Drawn	DATE	SCALE
Check	Check	APR 02	25T66

25766N25766-pla3\H1\EXH161+s\ar3par.k03.dgn 12-JUL-2002 08:51

25768.25768-ph3\h1\Exhibits\or3\park04.dgn 12-JUL-2002 08:59



SCALE: 1"=40'



16	CONCRETE	54	70	ASPHALT	127
15		53	69		126
14		52	68		125
13		51	67		124
12		50	66		123
11		49	65		122
10		48	64		121
9		47	63		120
8		46	62		119
7		45	61		118
6		44	60		117
5		43	59		116
4		42	58		115
3		41	57		114
2		40	56		113
1		39	55		112
					111
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					86
					85

ISOPLEX EXISTING SPACES	122
ISOPLEX PROPOSED SPACES	127
PROPOSED SPACES REMOVED DUE TO COLUMNS (ASSUME 10X)	3
APPROX. ADDITIONAL SPACES	2

NOTE: POSSIBLE COLUMN LOCATIONS ARE VERY APPROXIMATE AND SUBJECT TO CHANGE.

LEGEND

- BRIDGE
- POSSIBLE BRIDGE COLUMN

NOTE: EXISTING PARKING LOT SPACES ARE APPROXIMATE. NOT TIED DOWN IN FIELD.

NO.	DATE	REVISION	APPROV.
HNTB ARCHITECTS ENGINEERS PLANNERS The HNTB Company			
ARAPAHO ROAD EXTENSION			
SURVEYOR BOULEVARD TO ADDISON ROAD			
PRELIMINARY			
ISOPLEX PARKING LAYOUT			
TOWN OF ADDISON, TEXAS			
Design	Drawn	DATE	SCALE
Check	Check	APR 02	25768

Passed
5-13-03

#R11-1

Council Agenda Item # R 11

SUMMARY:

This item is to request Council consideration of the payment of the Award of the Special Commissioners into the registry of the Court in order that the Town can take possession of a portion of the Motel 6 property for the Arapaho Road project.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Appraised Value: \$332,795.00.00

Source of Funds: Funds are available from Year 2002 General Obligation Bond Program, Project No. 83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho Road, Phase III project. Approximately 0.6430 acre of permanent right-of-way adjacent to the proposed extension of Arapaho Road (see attached Parcel 6 map) is required as part of the proposed roadway improvements. This parcel is a portion of the Roadway Inn Addition, and is owned by Motel 6 Operating L.P.

In October 2001, the firm of Evaluation Associates appraised the fee simple value of the 0.6430 acre of right-of-way at \$332,795.00, which included a compensation for improvements (tennis court, fencing, etc.) in the amount of \$52,715.00. By Council Resolution, dated August 27, 2002, this appraised value was authorized for payment to the property owner in the event of a settlement between the two parties, or if the Special Commissioners in Condemnation appointed by the court return an award that is the same amount as the appraised amount. The actual award established by the Special Commissioners was \$352,295.00, which exceeded the appraised value by \$19,500.00.

RECOMMENDATION:

It is recommended that Council approve payment of the Award of the Special Commissioners into the registry of the Court in order that the Town can take possession of a portion of the Motel 6 property for the Arapaho Road project.

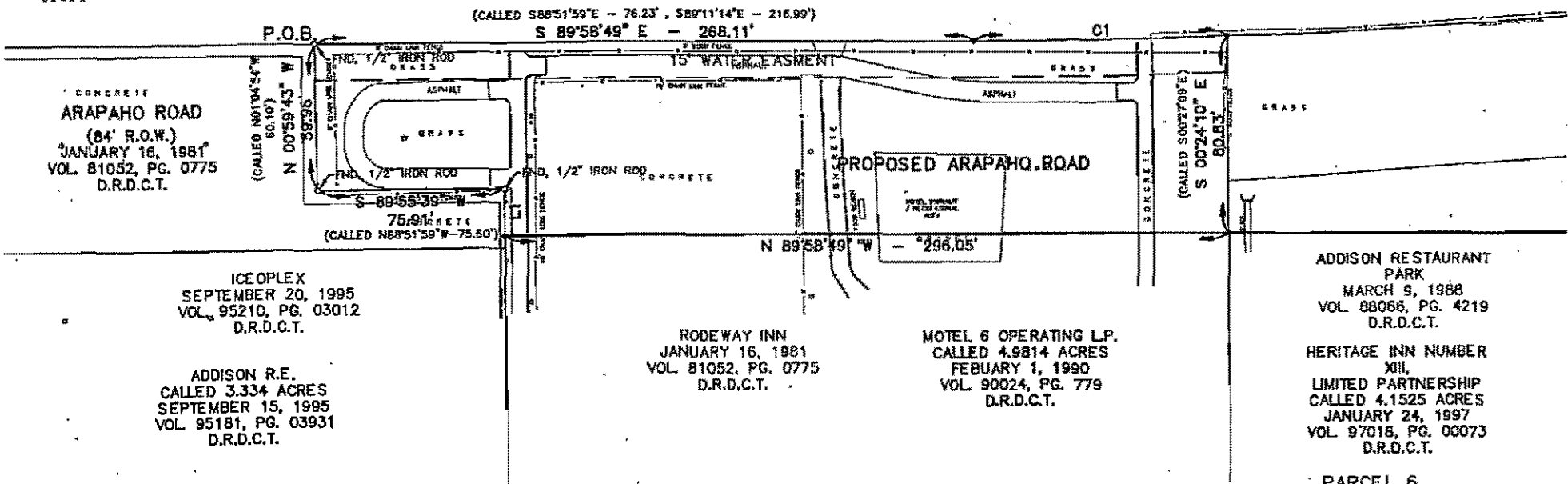


DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION
(100' R.O.W.)
DECEMBER 27, 1990
VOL. 91008, PG. 1390
D.R.D.C.T.

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLED
L1	N 00°31'18" W	N00°28'23"W	19.13'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	02°03'18"	2914.79'	104.52'	N 88°59'33" E - 104.51'

EDWARD COOK SURVEY
A-326



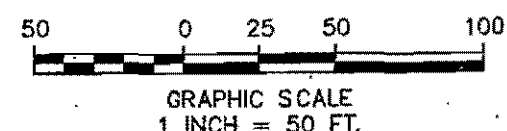
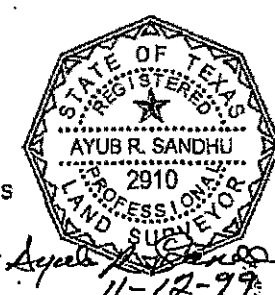
NOTES:

1. EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED THEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

2. ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

3. LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH FOR COMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



ADDISON RESTAURANT
PARK
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

HERITAGE INN NUMBER
XII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
JANUARY 24, 1997
VOL. 97018, PG. 00073
D.R.D.C.T.

PARCEL 6
A PLAT OF A
0.6430 ACRE (28,008 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

#R11-2

MAY-08-2003 14:56

COWLES & THOMPSON

2146722020 P.01/02

25th
Anniversary
1978-2003

COWLES & THOMPSON
A Professional Corporation
ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: May 8, 2003 Time: _____Total Number of Pages (including this sheet): 2Normal/Rush: Normal Client/Matter #: 3195/62388

TO: (1) Steve Chutchian (Sue Ellen) FAX: 972.450.2837 PHONE:

FROM: Angela K. Washington Direct Dial #: (214) 672-2144MESSAGE: **Commissioners' Cost Bill regarding Motel 6 is attached.**

**IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,
PLEASE CALL**

Yolanda Rodriguez at (214) 672-2629

Thank you.

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.

DALLAS TYLER

901 MAIN STREET SUITE 4000 DALLAS, TEXAS 75202-3793
TEL 214.672.2000 FAX 214.672.2020
WWW.COWLESTHOMPSON.COM

DATE SUBMITTED: May 6, 2003
FOR COUNCIL MEETING: May 13, 2003

Council Agenda Item

SUMMARY:

This item is to request Council consideration of the payment of the Award of the Special Commissioners into the registry of the Court in order that the Town can take possession of a portion of the Motel 6 property for the Arapaho Road project.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Appraised Value: \$413,244.00

Source of Funds: Funds are available from Year 2002 General Obligation Bond Program, Project No. 83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho Road, Phase III project. Approximately 0.6430 acre of permanent right-of-way adjacent to the proposed extension of Arapaho Road (see attached Parcel 6 map) is required as part of the proposed roadway improvements. This parcel is a portion of the Roadway Inn Addition, and is owned by Motel 6 Operating L.P.

In November 2002, the firm of Hipes & Associates appraised the fee simple value of the 0.6430 acre of right-of-way at \$413,244.00. By Council Resolution, dated August 27, 2002, this appraised value was authorized for payment to the property owner in the event of a settlement between the two parties, or if the Special Commissioners in Condemnation appointed by the court return an award that is the same amount as the appraised amount. The actual award established by the Special Commissioners was \$431,234.00, which exceeded the appraised value by \$17,990.00.

RECOMMENDATION:

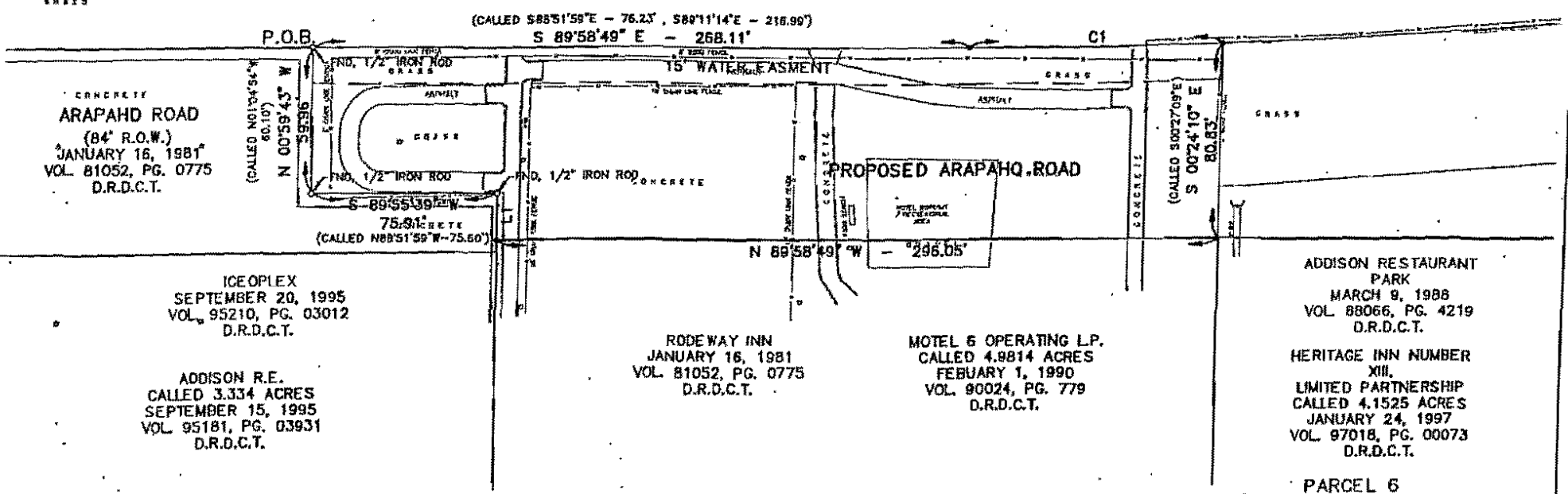
It is recommended that Council approve payment of the Award of the Special Commissioners into the registry of the Court in order that the Town can take possession of a portion of the Motel 6 property for the Arapaho Road project.

**EDWARD COOK SURVEY
A-326**

**DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION**
(100' R.O.W.)
DECEMBER 27, 1990
VOL. 91008, PG. 1390
D.R.D.C.T.

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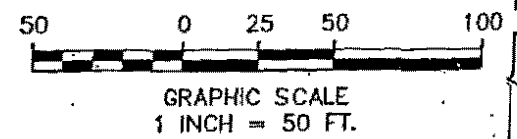
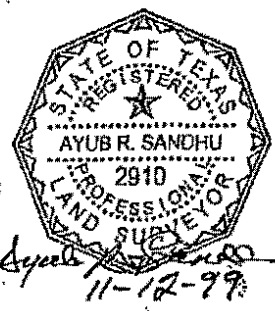
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BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO E. FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN L. 77173, PAGE 135, D.R.D.C.T.

LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH COMPANIES. THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
 - DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



PARCEL 6
A PLAT OF A
0.6430 ACRE (28,008 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

#R19-1

MAY-06-2003 14:27

COWLES & THOMPSON

2146722020 P.02/03

CAUSE NO. 03 - 00711 - B

TOWN OF ADDISON)	IN THE COUNTY COURT
)	
Plaintiff,)	AT LAW NUMBER 2
)	
v.)	DALLAS COUNTY, TEXAS
)	
MOTEL 6 OPERATING, L.P. et al.)	
)	
Defendant.)	
)	

COMMISSIONERS' REPORT AND AWARD

We, the undersigned Special Commissioners, were appointed by the Judge of the County Court of Dallas County at Law No. 2, 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 10:00 A.M. on the 19th day of March, 2003, at Court Room of County Court at Law No. 2 of Dallas County, Texas the time and place set for the hearing. Landowner's thereafter sought and obtained a resetting of this hearing for 10:00 a.m., April 23, 2003 at the location of our earlier setting, that being the Court Room of County Court at Law No. 2 of Dallas County, Texas.

Evidence of the local market value and damages, if any, resulting from Town of Addison's taking was presented in accordance with the rules of damages established by law and the agreements and stipulations of the parties. Having heard the evidence, your Special Commissioners find that compensation should be paid by the Town of Addison to defendants named jointly in this action such to Motel 6 Operating, L. P., Motel 6 G. P., Inc., Jojos Restaurants, Inc., and Dallas Independent School District.

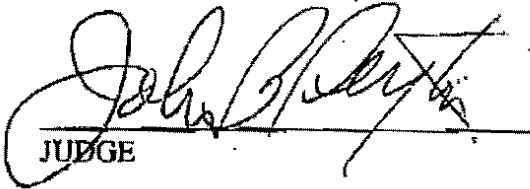
TOTAL AWARD.....\$ 431,234

We find and order that the costs of this proceeding should be paid by the Town of Addison.

The property being condemned in this proceeding is described in the Statement in Condemnation on file with the Court and incorporated by reference.

SIGNED AND FILED with the Judge of Dallas County Court at Law No. 2, this

23rd day of April, 2003.



 JUDGE







 SPECIAL COMMISSIONERS

TOWN OF ADDISON, TEXAS
RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN OF ADDISON, TEXAS,
AUTHORIZING THE DIRECTOR OF FINANCE TO PAY THE AWARD
INTO THE REGISTRY OF THE COURT IN CAUSE NO. 03-00711-B,
TOWN OF ADDISON V. MOTEL 6 OPERATING, L.P., ET AL;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town of Addison, Texas filed under Cause No. 03-00711-B in the County Court at Law No. 2 against *Motel 6 Operating, L.P., et al.* for the purpose of acquiring land needed for Arapaho Road; and

WHEREAS, the Special Commissioners appointed by the Court conveyed and heard evidence and rendered a Special Commissioners' Award; and

WHEREAS, the Town of Addison desires to place the amount of the Special Commissioners' Award into the Registry of the Court in order to take possession of the real property needed for Arapaho Road; Now, Therefore,

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

Section 1. That the Director of Finance is ordered to prepare a check in the amount of Four Hundred Thirty-One Thousand Two Hundred Thirty-Four and No/100 Dollars (\$431,234.00) payable to the Dallas County Clerk;

Section 2. That the City Attorney is directed to place the amount of the Special Commissioners' Award into the Registry of the Court and seek an Order of Possession from the Judge of County Court at Law No. 2;

Section 3. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this ____ day of _____, 2003.

R. Scott Wheeler, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

DATE SUBMITTED: May 6, 2003
FOR COUNCIL MEETING: May 13, 2003

Council Agenda Item

SUMMARY:

This item is to request Council consideration of the Award of Special Commissioners, in the amount of \$352,295.00, for the acquisition of a 0.6430 acre tract of land owned by Motel 6 Operating, L.P., et al, for permanent right-of-way from the Roadway Inn Addition (located generally at 4301 Belt Line Road).

FINANCIAL IMPACT:

Budgeted Amount: N/A

Appraised Value: \$332,795.00.00

Source of Funds: Funds are available from Year 2002 General Obligation Bond Program, Project No. 83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho Road, Phase III project. Approximately 0.6430 acre of permanent right-of-way adjacent to the proposed extension of Arapaho Road (see attached Parcel 6 map) is required as part of the proposed roadway improvements. This parcel is a portion of the Roadway Inn Addition, and is owned by Motel 6 Operating L.P.

In October 2001, the firm of Evaluation Associates appraised the fee simple value of the 0.6430 acre of right-of-way at \$332,795.00, which included a compensation for improvements (tennis court, fencing, etc.) in the amount of \$52,715.00. By Council Resolution, dated August 27, 2002, this appraised value was authorized for payment to the property owner in the event of a settlement between the two parties, or if the Special Commissioners in Condemnation appointed by the court return an award that is the same amount as the appraised amount. The actual award established by the Special Commissioners was \$352,295.00, which exceeded the appraised value by \$19,500.00.

RECOMMENDATION:

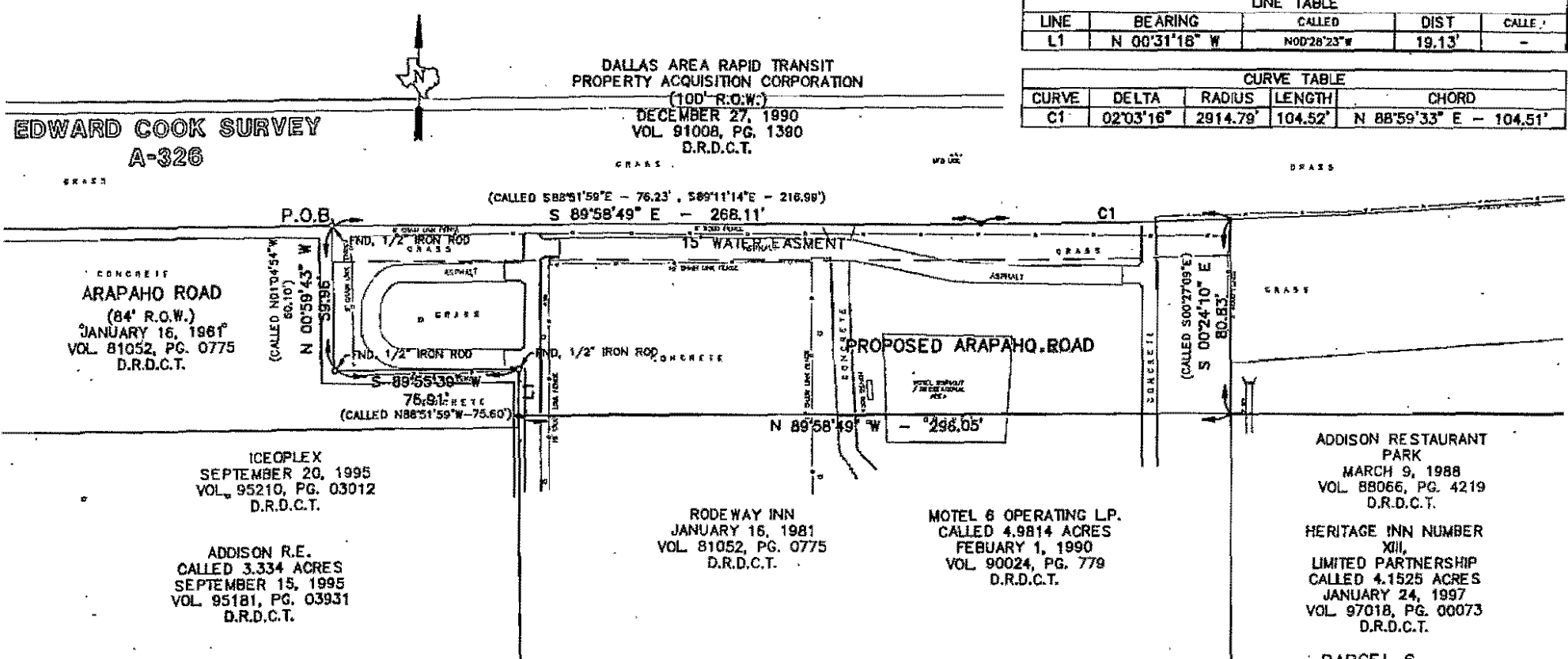
It is recommended that Council approve payment to Motel 6 Operating, L.P., based on the Award of Special Commissioners, in the amount of \$352,295.00, for acquisition of permanent right-of-way from a 0.6430 acre tract of land in the Roadway Inn Addition (located generally at 4301 Belt Line Rd.)

**EDWARD COOK SURVEY
A-326**

**DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION
(100' R.O.W.)
DECEMBER 27, 1990
VOL. 91008, PG. 1380
D.R.D.C.T.**

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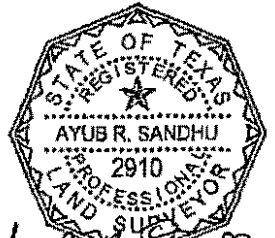


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ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED $S 89^{\circ}51'55'' E$, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS PLAT.

- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



Ayub R. Sandhu
11-12-99

ADDISON RESTAURANT PARK
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

HERITAGE INN NUMBER XII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
JANUARY 24, 1997
VOL. 97018, PG. 00073
D.R.D.C.T.

PARCEL 6
A PLAT OF A
0.6430 ACRE (28,008 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS



GRAPHIC SCALE
1 INCH = 50 FT.

#R194

MOTEL 6

- 4/18/02 Public Works staff & Ron Whitehead met with Randy Lee & his engineering representative on-site to discuss project. Their concerns were as follows:
- Security
 - Perimeter Fencing
 - Landscaping
 - Noise Level
- 5/01/02 Right-of-way agent met with Randy Lee and discussed the project, including appraised value of taking.
- 5/29/02 Received response back from Randy Lee to Pat Haggerty. See attached letter.
- 6/08/02 Evaluation Associates submitted comments to Public Works staff regarding comments from 5/29/02 letter, with no changes recommended. See attached letter.
- 6/25/02 Received Council approval to make final offer to Motel 6, based on appraised value. See attached agenda documents.
- 6/06/02 Offer letter from City Manager sent to Randy Lee. See attached letter.
- 7/03/02 Mike Murphy received phone call from Randy Lee. See attached e-mail.
- 7/17/02 Follow-up letter from City Manager sent to Randy Lee. See attached letter.
- 8/05/02 Mike spoke with Randy Lee. Mr. Lee said that he "could not get his arms around our offer & that we should go to court." He wanted to be in attendance at the 8/27/02 Council meeting. Staff sent notice of meeting to Mr. Lee. However, he did not attend.
- 8/08/02 Additional follow-up letter sent by Mike Murphy to Randy Lee. See attached letter.
- 8/27/02 Received Council approval authorizing condemnation of Motel 6 property. See attached agenda documents.
- 9/17/02 Notice of condemnation sent by Ron Whitehead to Randy Lee. See attached letter.
- 9/25/02 Counter offer sent by Motel 6. See attached letter.
- 10/2/02 Letter that rejects the Motel 6 counter offer sent by Ron Whitehead. See attached letter.
- 10/08/02 Response to rejection letter sent by Randy Lee to Mayor Scott Wheeler. See attached letter.



Accor Economy Lodging

14651 Dallas Parkway, Ste 500
Dallas, TX 75254
Tel: 972-386-6161



May 29, 2002



Mr. Patrick J. Haggerty, SIOR
Campbell Company of Dallas, Inc
16475 Dallas Pkwy # 700
Addison, TX 75001
Via Fax 972-248-0230

RE: Arapaho Road Extension Effect on Motel 6.

Dear Patrick:

As promised, here is my response to your value of Motel 6's damages as a result of the above referenced project to be done by the City of Addison, TX.

Regarding the land, you value our entire parcel at \$2,170,000 using land sites that are not as good as Motel 6's. Additionally, our assessed value is \$2,899,880 for this same parcel per the recent revaluation by Dallas County. I would expect compensation from the City of Addison to be in line what the assessed value. On a per square foot basis, that is \$374,472 for .6430 acres as opposed to your suggested \$280,080 or an additional \$94,392.

Regarding the loss of the recreational amenities on the land to be taken, I think you have minimized their value. You say, they are of an 80's era however, they are a very necessary amenity for our guest and property. Today, most new limited service hotels that do not have these amenities are less than 80 rooms. We have 148 rooms at this property that we pay taxes on and employ people to operate and maintain. We will not find as many customers to fill these rooms without the amenities we stand to lose as a result of this project. I'm requesting you review your position on this and discuss it with the City Manager in an effort to re-value these amenities. For purposes of business value and as of this letter, I have not valued these amenities however assure you that \$ 52,750 is a very low figure in my opinion.

Additionally, The City of Addison should be prepared to compensate us for the following items:

- The cost to completely redevelop the lighting on the north perimeter of the property. This is not included in your evaluation.
- The cost to replace the fence on the northern perimeter of the property.
- Reasonable installation of landscaping above that planned by the City of Addison.

Other issues I see at this point are:

- **Noise:** With an elevated roadway a few feet away from our building, its going to be loud for our guest and make the property less desirable. We discussed with the city engineers the concept of placing 3-foot tall lane dividers or the like to divert noise up as opposed to out. We would like to know what the city plans to do about this.
- **Signage:** We will have a property with two commercial sides. I think an appropriate variance to the City of Addisons sign code allowing us an additional pole sign on Arapaho Road identifying the property and its access is from Beltline Road is necessary. This will also help identify Arapaho Road as something more than an alley to Beltline Road if we do this. The City of Addison should also pay for the sign.
- **Variances:** We need the City of Addison to put in place / make of record all variances necessary to make our property compliant with all City and County Codes as a result of this project.

Please note this letter is complete only to the extent of which your evaluation identifies our damages and a preliminary site review by our in-house engineer and myself. We cannot complete our assessment of damages or financial impact until we see the construction plans prepared by the City of Addison. I can be available to talk to you and or the City Manager at the end of June. Please send me the time schedule including the date of possession, construction start and end dates.

Sincerely,



Randy Lee
Vice President
Real Estate & Development

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>
Total				\$13,341

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.

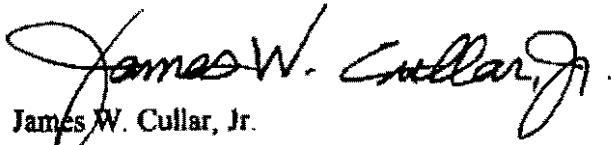
Signage: Most businesses which need to attract customers, desire as many sign location options as possible. If the current business operation functions with only signs on Beltline Road, one might question the additional effectiveness of another sign on a, for the most part, limited access road, at the 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.

Passed
6-25-02

Council Agenda Item #R17

SUMMARY:

This item is for approval to make an offer to Motel 6 Operating L.P., for acquisition of a portion of the Roadway Inn Addition.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Cost: \$332,795.00

Source of Funds: Funds are available from Year 2000 General Obligation Bond Program, Project No. 83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho road, Phase III project. Approximately 0.6430 acre of permanent right-of-way adjacent to the proposed extension of Arapaho Road (see attached Parcel 6 map) is required as part of the proposed roadway improvements. This parcel is a portion of the Roadway Inn Addition, and is owned by Motel 6 Operating L.P.

In October 2001, the firm of Evaluation Associates performed an appraisal of the value (summary attached) of the proposed fee-simple taking. The appraisal of 0.6430 acre on this site resulted in a Total Compensation value of \$332,795.00.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to offer a total of \$332,795.00 to Motel 6 Operating L.P., for the acquisition of 0.6430 acre of permanent right-of-way from the Roadway Inn Addition.

EVALUATION ASSOCIATES

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

SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

**Property Owner: Motel 6 Operating LP.
Parcel No. 6**

Valuation Conclusion:

Whole Property (Land Only)	\$2,170,000
Proposed Acquisition	\$ 280,080
Remainder Before Acquisition	\$1,889,920
Remainder After Acquisition	\$1,889,920
Loss in Value of Remainder After	\$ -0-

Determination of Compensation:

Permanent Right of Way	\$ 280,080
Compensation for Improvements (tennis court, fencing)	\$ 52,715
Landscaping (None - Replacement)	\$ -0-

Total Compensation \$ 332,795

Date of Appraisal: October 5, 2001

Location: 4301 Belt Line Road, Town of Addison, Texas

Legal Description: Roadway Inn Addition, Town of Addison, Dallas County, Texas

Land Size: Whole Property (per DCAD records) 4.97934 Acres
Right of way Area 0.6430 Acres

Zoning: SU, Special Use Permit, Planned Development District

Highest and Best Use:

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

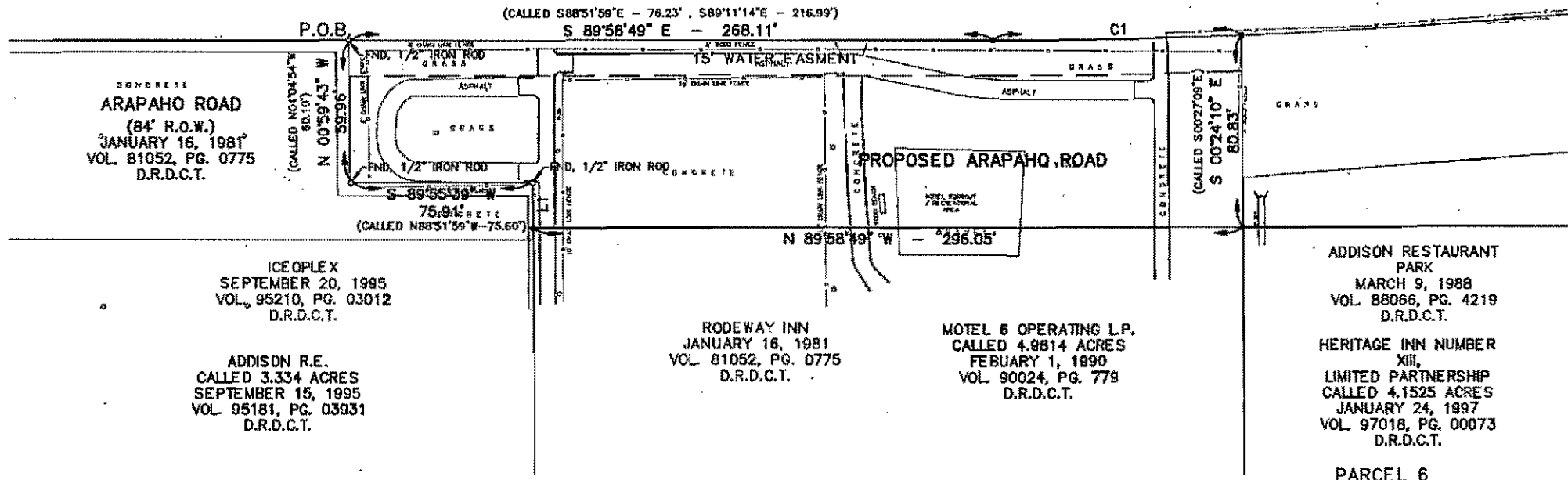
EXHIBIT "B"

DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION
(100' R.O.W.)
DECEMBER 27, 1990
VOL. 81008, PG. 1390
D.R.D.C.T.

EDWARD COOK SURVEY
A-326

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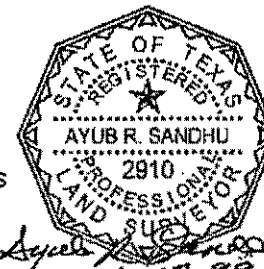
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DALLAS COUNTY, TEXAS



GRAPHIC SCALE
1 INCH = 50 FT.

Accor Economy Lodging
14651 Dallas Parkway, Ste 500
Dallas, TX 75254
Tel: 972-386-6161

ACCOR

Executive
Session
Handout for
Item # R17



May 29, 2002



Mr. Patrick J. Haggerty, SIOR
Campbell Company of Dallas, Inc
16475 Dallas Pkwy # 700
Addison, TX 75001
Via Fax 972-248-0230

RE: Arapaho Road Extension Effect on Motel 6.

Dear Patrick:

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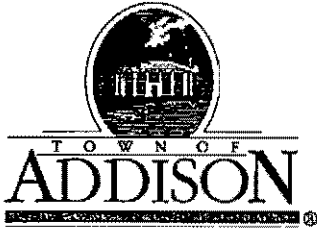
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Sincerely,



Randy Lee
Vice President
Real Estate & Development



OFFICE OF THE CITY MANAGER

(972) 450-7000 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

June 26, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Ste. 500
Dallas, Texas 75254

RE: Roadway Inn Addition

Dear Mr. Lee:

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 Motel 6. 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 in October 2001. The attached summary sheet shows the fair market value of this taking is \$332,795.00. In June 2002, the City Council of the Town of Addison authorized me to make an offer to purchase the 0.6430 acre tract of land at the appraised value of \$332,795.00.

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

Property Owner: Motel 6 Operating LP.
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Date of Appraisal: October 5, 2001

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Right of way Area 0.6430 Acres

Zoning: SU, Special Use Permit, Planned Development District

Highest and Best Use:
As if Vacant BEFORE: Commercial use
As if Vacant AFTER: Commercial use

DALLAS AREA RAPID TRANSIT

PROPOSED ROW

41500'

41500'

41500'

41500'

ARAPAHO ROAD

MOTEL 6 OPERATIONS L.P.

PROPOSED ROW

ICEOPLEX ADDITION



Steve Chutchian

From: Michael Murphy
Sent: Wednesday, July 03, 2002 3:27 PM
To: Ron Whitehead; Chris Terry
Cc: Jim Pierce; Steve Chutchian
Subject: Motel 6 ROW - Arapaho Road Phase III

Guys,

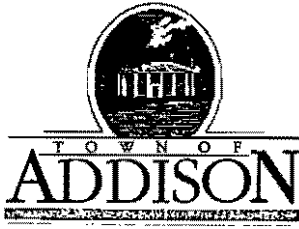
I received a phone call this morning (July 2, 2002) from Randy Lee who represents Motel 6. Needless to say, he was not very happy with our offer. As a matter of fact he does not consider our letter an official written offer (huh!). I told him we could not make it any more plain that the City Manager was authorized by the City Council to offer the appraised value of the property and that he has 30 days to respond. He then told me if that were the case then we should go ahead and take them to court. I then explained that that was not our intent and would only do so as a last resort and he should rethink what he was saying and put together a counter offer that we could then take back to council, after asking me some procedural questions i.e., would he have a chance to address the council before they discuss his counter offer, will they discuss in open session etc..

We closed our conversation with him agreeing to submit, in writing, a counter offer and him **wanting to have a "closed session" meeting with the Mayor** before we go back to council (I told him I couldn't help him with the Mayor request and recommend he go through the City Managers office and set up through Michele Covino). Anyhow we still have a small glimmer of hope to negotiate, but only very small.

Call with any questions.....

Mike

Michael E. Murphy, P.E.
Director of Public Works
Town of Addison
(972) 450-2878



OFFICE OF THE CITY MANAGER
Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-7001 • FAX (972) 450-7043
5300 Belt Line Road

July 17, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Ste. 500
Dallas, Texas 75254

Re: Roadway Inn Addition

Dear Mr. Lee:

You should have received a letter dated June 26, 2002, providing a written offer to purchase a portion of the right-of-way behind your property (see attached). As you know, this right-of-way acquisition is to accommodate the construction of Arapaho Road, Phase III. Pursuant to the June 26th letter, you have 30 days from receipt of that letter to respond in writing to the Town's offer. Failure to respond will be considered a rejection of the offer.

Staff will be making its recommendations regarding eminent domain proceedings at the August 13th Town of Addison City Council meeting. If you have any written proposals or counteroffers, staff will present those to the Council at that time. Any such proposals or counteroffers must be delivered to the Public Works Department located in the Addison Service Center at 16801 Westgrove Drive, Addison, Texas 75001, by noon on Friday, August 1, 2002.

It is our intent to amicably negotiate all right-of-way acquisitions and to only initiate eminent domain proceedings as a last resort. If you have any questions or wish to discuss this matter, you may contact my office or Mike Murphy Director of Public Works at (972) 450-2878.

Sincerely,

Ron Whitehead
City Manager



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

August 8, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Suite 500
Dallas, Texas 75254

Re: Roadway Inn Addition

Dear Mr. Lee:

In previous correspondence, the Town of Addison stated that recommendations regarding your property in the Roadway Inn Addition would be made at the August 13, 2002 City Council meeting. However, due to a delay in acquiring necessary property title commitments, our staff is now scheduled to address this issue at the August 27, 2002 meeting. During this interim period, the Town will consider any counter-offer proposal that you submit.

Should you have any questions, please contact Steve Chutchian, P.E., Assistant City Engineer, at 972-450-2886, or myself.

Sincerely,

Michael Murphy, P.E.
Director of Public Works

*Passed
8-27-02*

#R19-1

Council Agenda Item *#R19*

SUMMARY:

This item is to request Council consideration of a resolution authorizing condemnation for the acquisition of a 0.6430 acre tract of land owned by Motel 6 Operating, L.P., et al, for permanent right-of-way from the Roadway Inn Addition (located generally at 4301 Belt Line Road).

FINANCIAL IMPACT:

Budgeted Amount: N/A

Appraised Value: \$332,795.00.00

Source of Funds: Funds are available from Year 2000 and/or 2002 General Obligation Bond Program, Project No. 83300.

BACKGROUND:

The right-of-way acquisition process is currently underway on the proposed Arapaho Road, Phase III project. Approximately 0.6430 acre of permanent right-of-way for the proposed extension of Arapaho Road (see attached Parcel 6 map) is required as part of the proposed roadway improvements. This parcel is a portion of the Roadway Inn Addition, and is owned by Motel 6 Operating L.P.

In October 2001, the firm of Evaluation Associates appraised the fee simple value of the 0.6430 acre of right-of-way at \$332,795.00, which included compensation for improvements (tennis court, fencing, etc.) in the amount of \$52,715.00. Staff has made several unsuccessful attempts to negotiate with the owner. On June 26, 2002, the Town submitted a final offer to the property owner (see attached letter), which included an offer of \$332,795.00. However, the property owner did not formally respond to the Town within the required thirty (30) day period of time.

RECOMMENDATION:

It is recommended that Council approve a resolution determining the necessity of acquiring the real property owned by Motel 6 Operating L.P., et al, and authorize its condemnation and/or appropriation for public use in connection with the realignment and extension of Arapaho Road.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS DETERMINING THE NECESSITY OF ACQUIRING THE HEREINAFTER DESCRIBED REAL PROPERTY OWNED BY MOTEL 6 OPERATING, L.P., ET AL. AND AUTHORIZING ITS CONDEMNATION AND/OR APPROPRIATION FOR PUBLIC USE IN CONNECTION WITH THE REALIGNMENT AND EXTENSION OF ARAPAHO ROAD IN ADDISON, TEXAS.

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

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

"PROPERTY": The areas described in Exhibit "A" attached hereto and made a part hereof for all purposes.

"PROPERTY INTEREST": Fee simple title to the land described in Exhibit "A" attached hereto and incorporated herein.

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

"OFFER AMOUNT": Three Hundred Thirty Two Thousand Seven Hundred and Ninety Five and No/100 Dollars (\$332,795.00).

"OWNERS": Motel 6 Operating, L.P.
Motel 6 G.P., Inc., general partner of Motel 6 Operating, L.P.
Georges Le Mener, individually and as officer of Motel 6, G.P., Inc.

"TENANTS/OWNERS": jojos Restaurants, Inc.

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

SECTION 3. That the PROPERTY is hereby determined to be necessary for the PROJECT. That for the purpose of acquiring the PROPERTY INTEREST in, over, and across the PROPERTY, the City Manager, or such employee as he may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY to be acquired and full damages allowable by law, which amount represents its fair cash market value.

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

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2002.

Mayor
Town of Addison, Texas

ATTEST:

APPROVED AS TO FORM:

Carmen Moran, City Secretary

Ken C. Dippel, City Attorney

"EXHIBIT A"

Parcel 6
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.6430 acre (28,008 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.9814 acre tract of land as conveyed to Motel 6 Operating L.P. on February 1, 1990 and recorded in Volume 90024, Page 0779 of the Deed Records of Dallas County, Texas, said called 4.9814 tract being all of the Rodeway Inn, an addition to the Town of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records, said 0.6430 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod found in the proposed North right of way of Arapaho Road and the South right of way line of a 100 foot wide railroad right of way as conveyed to Dallas Area Rapid Transit Property Acquisition Corporation (herein referred to as DART) on December 27, 1990 and recorded in Volume 91008, Page 1390 of said Deed Records, said point being the common Northwest corners of said called 4.9814 acre tract and said Rodeway Inn and Northeast corner of a called 3.334 acre tract of land as conveyed to Addison, R.E. on September 15, 1995 and recorded in Volume 95181, Page 03931 of said Deed Records, said called 3.334 acre tract being all of the Iceoplex Addition, an addition to the Town of Addison, as evidenced by the plat dated on September 20, 1995 and recorded in Volume 95210, Page 03012 of said Deed Records;

THENCE, SOUTH 89°58'49" EAST, along the common proposed North right of way line of Arapaho Road, North line of said called 4.9814 acre tract and South right of way line of said DART railroad, a distance of 268.11 feet (said line being called South 88°51'59" East - 76.23 feet and South 89°11'14" East - 216.99 feet) to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;

PARCEL 6 - ARAPAHO ROAD PROJECT

THENCE, EASTERLY, continuing along said common line and along the arc of said curve to the left having a radius of 2,914.79 feet, a central angle of $2^{\circ}03'16''$, a chord bearing North $88^{\circ}59'33''$ East for 104.51 feet, for an arc distance of 104.52 feet (said curve being called North $84^{\circ}35'23''$ East - 79.73 feet) to a 5/8 inch iron rod set for the common Northeast corner of said called 4.9814 acre tract and Northwest corner of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of said Deed Records, said called 4.1525 acre tract being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records;

THENCE, SOUTH $00^{\circ}24'10''$ EAST (called South $00^{\circ}27'09''$ East), departing said common line and along the common East line of said called 4.9814 acre tract and West line of said called 4.1525 acre tract, a distance of 80.83 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

THENCE, NORTH $89^{\circ}58'49''$ WEST, departing said common line and along the proposed South right of way of Arapaho Road, a distance of 296.05 feet to a 5/8 inch iron rod set in the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract;

THENCE, NORTH $00^{\circ}31'18''$ WEST (called North $00^{\circ}28'23''$ West), departing said line and along the said common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 19.13 feet to a 1/2 inch iron rod found for a common interior ell corner of said called 4.9814 acre tract and the most Easterly Northeast corner of said called 3.334 acre tract;

THENCE, SOUTH $89^{\circ}55'39''$ WEST (called North $88^{\circ}51'59''$ West), along a South line of said called 4.9814 acre tract and a North line of said called 3.334 acre tract, a distance of 75.91 feet (called 75.60 feet) to a 1/2 inch iron rod found for the common most Westerly Southwest corner of said called 4.9814 acre tract and an interior ell corner of said called 3.334 acre tract;

THENCE, NORTH $00^{\circ}59'43''$ WEST (called North $01^{\circ}04'54''$ West), along the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 59.96 feet (called 60.10 feet) to the **POINT OF BEGINNING**;

PARCEL 6 - ARAPAHO ROAD PROJECT

CONTAINING an area of 0.6430 acres or 28,008 square feet of land within the metes recited.

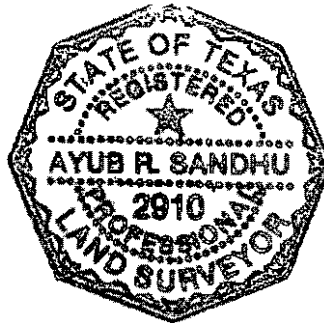
All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 11-12-99

Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



#R19-5

EVALUATION ASSOCIATES

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

SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

**Property Owner: Motel 6 Operating LP.
Parcel No. 6**

Valuation Conclusion:	
Whole Property (Land Only)	\$2,170,000
Proposed Acquisition	\$ 280,080
Remainder Before Acquisition	\$1,889,920
Remainder After Acquisition	\$1,889,920
Loss in Value of Remainder After	\$ -0-
Determination of Compensation:	
Permanent Right of Way	\$ 280,080
Compensation for Improvements (tennis court, fencing)	\$ 52,715
Landscaping (None - Replacement)	\$ -0-
Total Compensation	\$ 332,795

Date of Appraisal: October 5, 2001

Location: 4301 Belt Line Road, Town of Addison, Texas

Legal Description: Roadway Inn Addition, Town of Addison, Dallas County, Texas

Land Size: Whole Property (per DCAD records) 4.97934 Acres
Right of way Area 0.6430 Acres

Zoning: SU, Special Use Permit, Planned Development District

Highest and Best Use:
As if Vacant BEFORE: Commercial use
As if Vacant AFTER: Commercial use

**EDWARD COOK SURVEY
A-326**

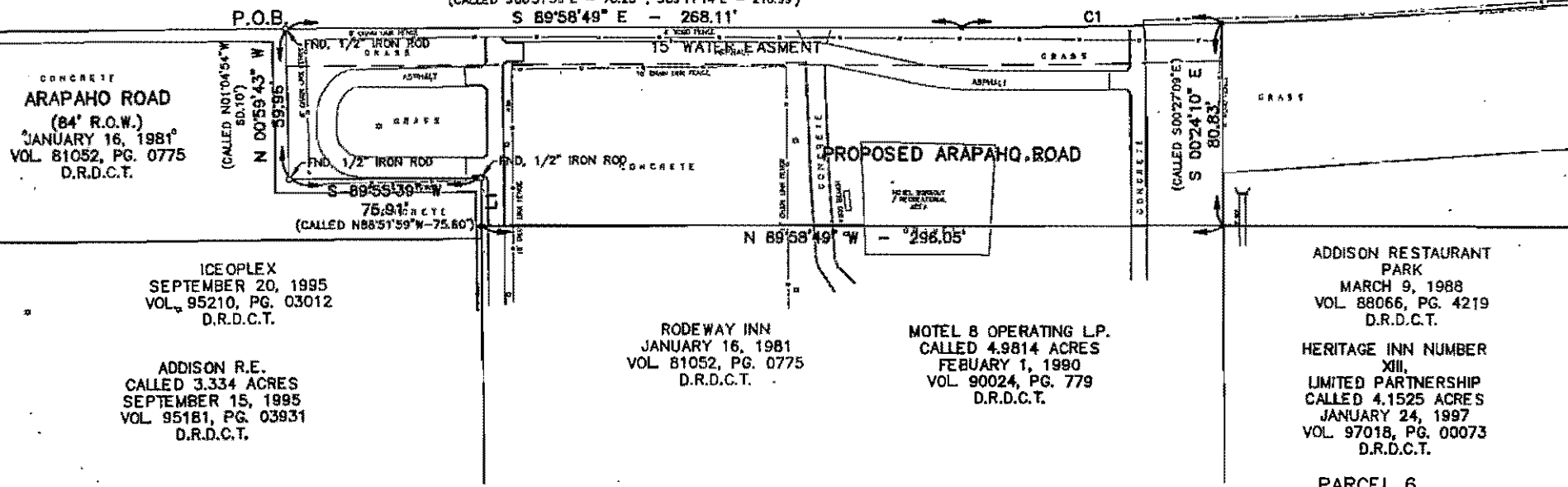
DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION
(100' R.O.W.)
DECEMBER 27, 1990
VOL. 91008, PG. 1390
D.R.D.C.T.

LINE TABLE				
LINE	BEARING	CALLED	DIST	CALLE
L1	N 00°31'18" W	N00°28'23"W	19.13'	-

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	02°03'16"	2914.79'	104.52'	N 88°59'33" E - 104.51'



GRASS GRASS GRASS



CONCRETE
ARAPAH0 ROAD
(84' R.O.W.)
JANUARY 16, 1981
VOL. 81052, PG. 0775
D.R.D.C.T.

ICE OPLEX
SEPTEMBER 20, 1995
VOL. 95210, PG. 03012
D.R.D.C.T.

ADDISON R.E.
CALLED 3.334 ACRES
SEPTEMBER 15, 1995
VOL. 95181, PG. 03931
D.R.D.C.T.

RODEWAY INN
JANUARY 16, 1981
VOL. 81052, PG. 0775
D.R.D.C.T.

MOTEL B OPERATING L.P.
CALLED 4.9814 ACRES
FEBRUARY 1, 1990
VOL. 90024, PG. 779
D.R.D.C.T.

ADDISON RESTAURANT
PARK
MARCH 9, 1988
VOL. 88066, PG. 4219
D.R.D.C.T.

HERITAGE INN NUMBER
XIII,
LIMITED PARTNERSHIP
CALLED 4.1525 ACRES
JANUARY 24, 1997
VOL. 97018, PG. 00073
D.R.D.C.T.

PARCEL 6
A PLAT OF A
0.6430 ACRE (28,008 SQ. FT.)
TRACT OF LAND
IN THE EDWARD COOK SURVEY
ABSTRACT NO. 326
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

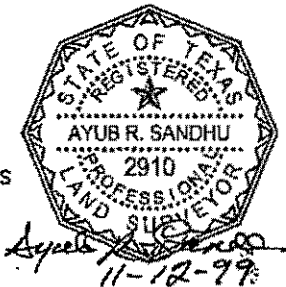
NOTES:

ALL EASEMENTS SHOWN ARE TAKEN FROM THE PLATS INDICATED HEREON. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY SO ALL EASEMENTS MAY NOT BE SHOWN.

ALL BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF CENTURION WAY, CALLED S 89°51'55" E, ACCORDING TO THE FINAL PLAT OF LOT 3, SURVEYOR ADDITION, RECORDED IN VOL. 77173, PAGE 135, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

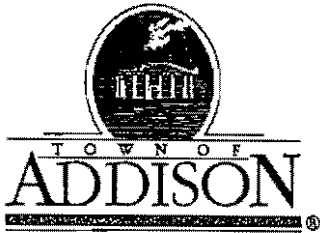
- DENOTES A FOUND POINT AS INDICATED
- DENOTES A 5/8" IRON ROD SET UNLESS OTHERWISE NOTED
- PROPOSED RIGHT OF WAY LINE



GRAPHIC SCALE
1 INCH = 50 FT.

#R19-1

#R19-6



OFFICE OF THE CITY MANAGER

(972) 450-7000 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

June 26, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Ste. 500
Dallas, Texas 75254

RE: Roadway Inn Addition

Dear Mr. Lee:

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 Motel 6. 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 in October 2001. The attached summary sheet shows the fair market value of this taking is \$332,795.00. In June 2002, the City Council of the Town of Addison authorized me to make an offer to purchase the 0.6430 acre tract of land at the appraised value of \$332,795.00.

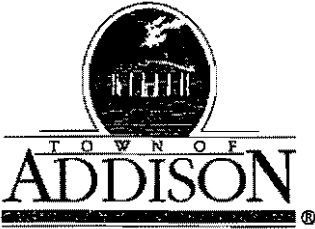
The Town of Addison requests that you respond to this offer of purchase within thirty (30) days of the date of this letter. If we do not hear from you within the thirty (30) days, the Town will consider its offer rejected and we will initiate eminent domain proceedings to acquire the property.

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

COPY



OFFICE OF THE CITY MANAGER
Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-7000 • FAX (972) 450-7043
5300 Belt Line Road

September 17, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Suite 500
Dallas, Texas 75254

**RE: 4301 Belt Line Road,
Roadway Inn Addition Edward Cook Survey, Abstract No. 326**

Dear Mr. Lee:

On August 27, 2002, the Town of Addison authorized condemnation of the above-referenced property. A copy of the condemnation resolution is enclosed. As stated in my June 26, 2002 letter, the Town's final offer for the purchase of the property is \$332,795.00. If you wish to accept this offer, please let us know by September 27, 2002. If we do not hear from you by September 27, 2002, we will proceed to file an action in condemnation.

Very truly yours,

Ron Whitehead
City Manager for the Town of Addison

Enclosure

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R02-079

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS DETERMINING THE NECESSITY OF ACQUIRING THE HEREINAFTER DESCRIBED REAL PROPERTY OWNED BY MOTEL 6 OPERATING, L.P., ET AL. AND AUTHORIZING ITS CONDEMNATION AND/OR APPROPRIATION FOR PUBLIC USE IN CONNECTION WITH THE REALIGNMENT AND EXTENSION OF ARAPAHO ROAD IN ADDISON, TEXAS.

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

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

"PROPERTY": The areas described in Exhibit "A" attached hereto and made a part hereof for all purposes.

"PROPERTY INTEREST": Fee simple title to the land described in Exhibit "A" attached hereto and incorporated herein.

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

"OFFER AMOUNT": Three Hundred Thirty Two Thousand Seven Hundred and Ninety Five and No/100 Dollars (\$332,795.00).

"OWNERS": Motel 6 Operating, L.P.
Motel 6 G.P., Inc., general partner of Motel 6 Operating, L.P.
Georges Le Mener, individually and as officer of Motel 6, G.P., Inc.

"TENANTS/OWNERS": jojos Restaurants, Inc.

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

SECTION 3. That the PROPERTY is hereby determined to be necessary for the PROJECT. That for the purpose of acquiring the PROPERTY INTEREST in, over, and across the PROPERTY, the City Manager, or such employee as he may designate, is hereby authorized and directed to offer the OFFER AMOUNT as

payment for the PROPERTY to be acquired and full damages allowable by law, which amount represents its fair cash market value.

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

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

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

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

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

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

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

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF
ADDISON, TEXAS, this the 27th day of August 2002.



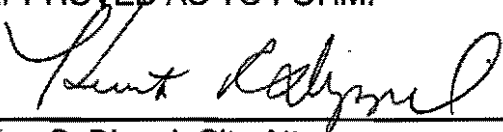
Mayor

ATTEST:



City Secretary

APPROVED AS TO FORM:



Ken C. Dippel, City Attorney

"EXHIBIT A"

Parcel 6
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 0.6430 acre (28,008 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, and being a portion of a called 4.9814 acre tract of land as conveyed to Motel 6 Operating L.P. on February 1, 1990 and recorded in Volume 90024, Page 0779 of the Deed Records of Dallas County, Texas, said called 4.9814 tract being all of the Rodeway Inn, an addition to the Town of Addison, as evidenced by the plat dated January 16, 1981 and recorded in Volume 81052, Page 0775 of said Deed Records, said 0.6430 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod found in the proposed North right of way of Arapaho Road and the South right of way line of a 100 foot wide railroad right of way as conveyed to Dallas Area Rapid Transit Property Acquisition Corporation (herein referred to as DART) on December 27, 1990 and recorded in Volume 91008, Page 1390 of said Deed Records, said point being the common Northwest corners of said called 4.9814 acre tract and said Rodeway Inn and Northeast corner of a called 3.334 acre tract of land as conveyed to Addison, R.E. on September 15, 1995 and recorded in Volume 95181, Page 03931 of said Deed Records, said called 3.334 acre tract being all of the Iceoplex Addition, an addition to the Town of Addison, as evidenced by the plat dated on September 20, 1995 and recorded in Volume 95210, Page 03012 of said Deed Records;

THENCE, SOUTH 89°58'49" EAST, along the common proposed North right of way line of Arapaho Road, North line of said called 4.9814 acre tract, and South right of way line of said DART railroad, a distance of 268.11 feet (said line being called South 88°51'59" East - 76.23 feet and South 89°11'14" East - 216.99 feet) to a 5/8 inch iron rod set for the beginning of a tangent curve to the left;

PARCEL 6 - ARAPAHO ROAD PROJECT

THENCE, EASTERLY, continuing along said common line and along the arc of said curve to the left having a radius of 2,914.79 feet, a central angle of 2°03'16", a chord bearing North 88°59'33" East for 104.51 feet, for an arc distance of 104.52 feet (said curve being called North 84°35'23" East - 79.73 feet) to a 5/8 inch iron rod set for the common Northeast corner of said called 4.9814 acre tract and Northwest corner of a called 4.1525 acre tract of land as conveyed to Heritage Inn Number XIII on January 24, 1997 and recorded in Volume 97018, Page 00073 of said Deed Records, said called 4.1525 acre tract being a portion of Addison Restaurant Park, a addition to the Town of Addison, dated March 9, 1988 and recorded in Volume 88066, Page 4219 of said Deed Records;

THENCE, SOUTH 00°24'10" EAST (called South 00°27'09" East), departing said common line and along the common East line of said called 4.9814 acre tract and West line of said called 4.1525 acre tract, a distance of 80.83 feet to a 5/8 inch iron rod set in the proposed South right of way line of Arapaho Road;

THENCE, NORTH 89°58'49" WEST, departing said common line and along the proposed South right of way of Arapaho Road, a distance of 296.05 feet to a 5/8 inch iron rod set in the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract;

THENCE, NORTH 00°31'18" WEST (called North 00°28'23" West), departing said line and along the said common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 19.13 feet to a 1/2 inch iron rod found for a common interior ell corner of said called 4.9814 acre tract and the most Easterly Northeast corner of said called 3.334 acre tract;

THENCE, SOUTH 89°55'39" WEST (called North 88°51'59" West), along a South line of said called 4.9814 acre tract and a North line of said called 3.334 acre tract, a distance of 75.91 feet (called 75.60 feet) to a 1/2 inch iron rod found for the common most Westerly Southwest corner of said called 4.9814 acre tract and an interior ell corner of said called 3.334 acre tract;

THENCE, NORTH 00°59'43" WEST (called North 01°04'54" West), along the common West line of said called 4.9814 acre tract and East line of said called 3.334 acre tract, a distance of 59.96 feet (called 60.10 feet) to the POINT OF BEGINNING;

PARCEL 6 - ARAPAHO ROAD PROJECT

CONTAINING an area of 0.6430 acres or 28,008 square feet of land within the metes recited.

All bearings are referenced to the North Right of Way line of Centurion Way, called S 89°51'55" E, according to the final plat of Lot 3, Surveyor Addition, recorded in Vol. 77173, Page 135, Deed Records of Dallas County, Texas.

A plat of even survey date herewith accompanies this description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 11-12-99

Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: October 1, 2002 Time: _____

Total Number of Pages (including this sheet): 3

Normal/Rush: Normal Client/Matter #: 3305/62006

TO: (1) Steve Chutchian FAX: 972.450.2837

FROM: Angela K. Washington Direct Dial #: (214) 672-2144

MESSAGE: RE: Motel 6 - Arapaho Road Project

**IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,
PLEASE CALL**

Yolanda Rodriguez at (214) 672-2629

Thank you.

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9-30-2002 9:05PM FROM

P. 2

09/25/2002 13:27 9727825972

ACCOR ECONOMY LODGING

PAGE 02

**Accor Economy Lodging**

14651 Dallas Parkway, 3rd 500
Dallas, TX 75254
Tel: 972-388-6101



September 25, 2002



Mr. Ron Whitehead
City Manager
Town of Addison
5300 Belt Line Road
Addison, TX 76001-9010
Via Fax 972-450-7043



RE: Motel 6 Addison, TX

Dear Mr. Whitehead:

As required by your June 26, 2002 letter, below you will find on behalf of Motel 6 a counter offer for the .8430 acres of land and improvements on the to be consumed by the Arapaho Road extension on the North side of the Motel 6 in Addison, TX.

Please note this counter offer is not binding and remains contingent upon the approval of the Accor Economy Lodging Real Estate & Development Committee.

Our counter offer is as follows:

Land: \$374,472 or \$13.37 per square foot (for the .8430 acres or 28,009 square feet) a value which is consistent with the Dallas County Appraisal Districts per square foot assessed value of \$2,889,880 for the entire parcel of 4.97934 acres or 216,900 square feet.

Existing Improvements: \$150,000 for the one time payment for lost business to Motel 6 and the replacement cost of the tennis court and fencing. This is a conservative estimate for the lost business and improvement values.

Repair/ Replace the properties North Perimeter Lighting: (not included in the Town of Addison's original offer or scope of damages): \$20,000

Landscaping and Irrigation: repairs on North Perimeter (not included in the Town of Addison's original offer or scope of damages): \$10,000

9-30-2002 9:06PM FROM

P. 1

09/25/2002 13:27 9727025972

ACCOR ECONOMY LODGING

PAGE 03

Sign: \$13,500 to place a new Motel 6 sign on the north side of the property for the benefit of the Arapaho Road extension to minimize the perspective or view of an alley way as the rear of the property that has little curb appeal.

Variances: All necessary variances granted by and made of record from the Town of Addison to make the property compliant with all City and County building, land use codes.

The total counter offer is \$ 587,972

This counter offer assumes there are no additional damages to the Motel 6 property beyond those described in the city's original offer and notified above and further that all storm drainage and utility systems will be in place at the sole expense of the Town of Addison. As we have now complied with the request for a counter offer, please advise by what date you require possession of the property, plan to mitigate noise and disruption to the property during construction and anticipated construction start and completion dates within 100 yards of the Motel 6 property.

If you or the Mayor would like to discuss this counter offer with me, please call me direct at 972-702-6923 as it would be my pleasure to meet with either of you at your convenience. If this counter offer is accepted by the Town of Addison, I will seek the Accor Economy Lodging Real Estate & Development Committee's approval immediately.

Sincerely,



Randy Lee
Vice President
Real Estate & Development

October 2, 2002

Mr. Randy Lee
Vice President
Accor Economy Lodging
14651 Dallas Parkway, Suite 500
Dallas, Texas 75254

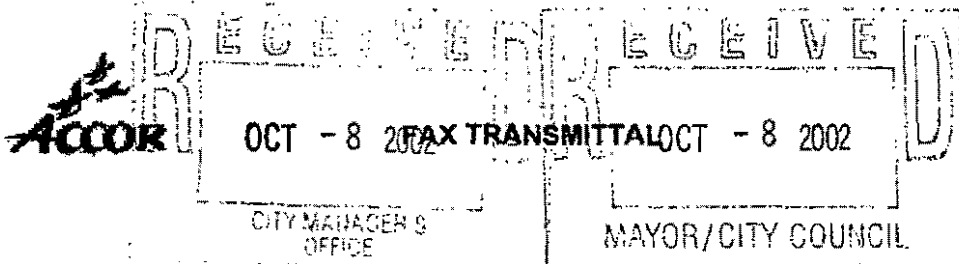
**RE: ~~0.6430 Acres Located at 4301 Belt Line Road~~
Roadway Inn Addition, Edward Cook Survey, Abstract No. 326**

Dear Mr. Lee:

~~Thank you for your September 25, 2002 letter submitting a counter proposal to the Town of Addison for the purchase of the above-referenced property in connection with the Town's Arapaho Road Extension Project. We have reviewed your counter proposal and determined that the Town cannot accept your offer. Thus, we will proceed to acquire the necessary property through the condemnation process. Should you have any questions, please feel free to contact me or Mr. Mike Murphy, Director of Public Works, at (972) 450-2871.~~

Very truly yours,

Ron Whitehead
City Manager for the Town of Addison



Accor North America
 14851 Dallas Parkway
 Suite 500
 Dallas, TX 75254

TO: Mayor R. Scott Wheeler
Fax: 972.450.7043
Company: Town of Addison

DATE: 10-08-02
TIME: _____
NO. PAGES: 3
(including cover sheet)

FROM: Randy Lee
Phone: 972.702.6823
Fax: 972.716.6455

C: Ron

- Urgent For Review Please Comment Please Reply Please Recycle

RE: Arapaho Road Extension

Notes/Comments:

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Accor Economy Lodging
14651 Dallas Parkway, Ste 500
Dallas, TX 75254
Tel: 972-386-6161

October 8, 2002



Mayor R. Scott Wheeler
Town of Addison
5300 Belt Line Road
Dallas, TX 75254-7606
Via Fax 972-450-7043

RE: Arapahoe Road Extension / Motel 6.

Dear Mr. Mayor:

I'm writing this letter to you as Ron Whitehead has notified me that the Town of Addison it intends to take part of the property and improvements at the Motel 6 in Addison through eminent domain.

I must tell you that I am very disappointed at the approach used by the Town of Addison. The following sequence of events I believe have resulted in the Town of Addison perceived need to go to court as opposed to working with Motel 6 and addressing our concerns.

- In the Spring of 2002 we were provided a Summary of Salient Facts and Conclusions (dated 10/5/2001) to value the land and improvements on behalf of the City of Addison. This Summary of Salient Facts and Conclusions did not accurately reflect our property value or scope of damages.
- On May 29, 2002, I responded with a detailed letter advising our concerns to the Summary of Salient Facts and Conclusions. The response from the Town of Addison on June 29, 2002 was to either to accept the value in the Summary of Salient Facts and Conclusions or it was prepared to go to court.
- On September 25, 2002, after multiple request by the Town of Addison, I made a counter offer.
- I have now been advised the counter offer of September 5, 2002 was unacceptable and the Town of Addison intends to go to court.

What is unsettling is the Town of Addison never responded with its concerns or objections to my letter of May 29, 2002 that responded to the Summary of Salient Facts and Conclusions provided by the Town of Addison or my subsequent counter offer of September 25, 2002. The position from the Town of Addison appears to be, take what we'll give you or we're going to court. The Town of Addison's offer is profoundly low, uses poor comparables and has missed the

scope of Motel 6's damages. I have made two attempts to address Motel 6's value and damages in my letter of May 29, 2002 and counter offer of September 25, 2002 to reconcile the issues. I do not know why the Town of Addison will not respond to these issues. -I do believe that if this issue goes to court, the Town of Addison's approach will not be appreciated by the presiding judge as it gave us no option to truly defend our challenges to the Town of Addison's value and find a non litigious solution.

I would very much like to meet with you to discuss this issue. If you can meet with me, please call me at 972-702-6823.

Sincerely,



Randy Lee
Vice President
Real Estate & Development

Belt line & Quorum -

Mark & Aparao -

Metro Brick - Payment

Call Mike Crepeau in morning