

UNION PACIFIC

U.P.'s Counter

- 1. 485 For yellow
 - 2. 350 For pink
 - 3. Crossings Rights
 - 4. Cost for crossings.
- 4.5 acres
2.91 acres
GEND DENNIS PLANTS

Join bill where in the contract the town is supposed to perform this survey.

Why so much
CALL DAVE - - -

5/15/2001

- * NO progress has been made. DENNIS MILLER
- * problems between the two railroads
- * DEND is taking a DEFEND posture
- * ATTORNEYS HAVE TAKEN OVER THE PROCESS
- * RIGHT NOW IN A DECIS MAKING MODE
- * SHOULD HEAR FROM THEM THE NEXT FEW WEEKS

DENNIS WILL BE HERE UNTIL SEPT. 30th

DENNIS
MILLER
 402-997-3552

DENNIS MILLER #231d

PUBLIC CROSSINGS MAAL - IS WORKING
 WITH (TODD CEIL)

HAVE NOT TALKED W/ HIS CROSSING ~~AND~~ ^{IN LAST} ^{TWO} ^{WEEKS}
 OPERATING RIGHTS

WORK OUT WITH FUP } HE WANTS TO FINISH HIS NEGOTIATION
 WITH TODD CEIL, BEFORE WE GET INVOLVED
 THEREFORE, I SPOKE WITH TODD AND
 TOLD HIM TO NEGOTIATE W/ U.P. NOT TOA

CEIL

REPLACED DENNIS MILLER

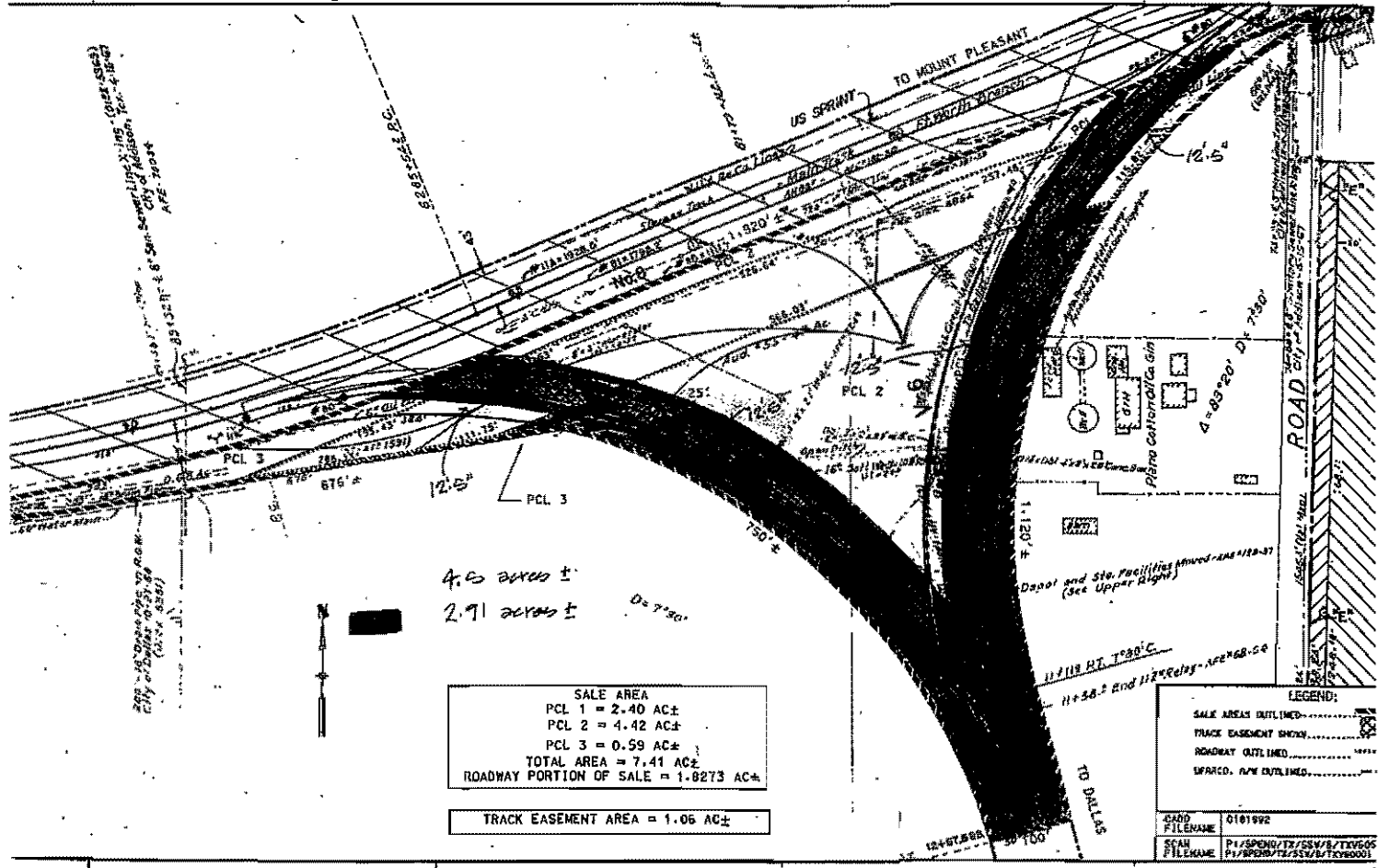
DOUG FEAGAN
FEAGAN
 (402) 997-3619

MANAGER
DEPT EST

WHILE YOU WERE OUT

FOR <u>MEM</u>	DATE <u>8/22</u>	TIME <u>10 (A.M.)</u>
M. <u>Tony Love</u>		
OF <u>Dennis Miller</u>	PHONED <input checked="" type="checkbox"/>	
PHONE <input type="checkbox"/> HOME <input type="checkbox"/> MOBILE	RETURNED YOUR CALL <input checked="" type="checkbox"/>	
MESSAGE <u>402-997-3640</u>	PLEASE CALL <input checked="" type="checkbox"/>	
<u>402-997-3552</u>	WILL CALL AGAIN <input type="checkbox"/>	
SIGNED <u>re. your questions</u>	CAME TO SEE YOU <input type="checkbox"/>	
	WANTS TO <input type="checkbox"/>	

©1995 IBM 4008



4.6 acres ±
2.91 acres ±
D=920'

SALE AREA	
PCL 1	= 2.40 AC±
PCL 2	= 4.42 AC±
PCL 3	= 0.59 AC±
TOTAL AREA = 7.41 AC±	
ROADWAY PORTION OF SALE = 1.8273 AC±	

TRACK EASEMENT AREA = 1.06 AC±

LEGEND:

SALE AREA OUTLINED
TRACK EASEMENT SHOWN
ROADWAY OUTLINED
IMPROV. R/W OUTLINED

DRAW FILENAME	0101992
SCAN FILENAME	P1/SPEND/TS/SSN/B/TXV605 P1/SPEND/TS/SSN/B/TXV6001

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



JOHN M. HILL
214.672.2170
JHILL@COWLESTHOMPSON.COM

December 26, 2001

HAND-DELIVERED

Ms. Carmen Moran
Director of Developmental Services
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

Re: *Union Pacific Railroad Company*

Dear Carmen:

Last Friday, December 21, 2001 the Town closed on the purchase of the wye tract (7.3267 acres) from Union Pacific Railroad Company. In connection with that purchase, enclosed please find for filing with your office the following originals:

1. Contract of sale (letter agreement) dated December 14, 2001 by and between Union Pacific and the Town;
2. Letter Agreement dated December 14, 2001 by and between Union Pacific, Dallas Garland & Northeastern Railroad, and the Town; and
3. Assignment and Assumption Agreement dated December 21, 2001 between Union Pacific and the Town.

The originals of the Special Warranty Deed, a Crossing Agreement, and the title policy will be delivered over the next few weeks. When those come in, I will have them forwarded to you.

Please give me a call if you have any questions.

Very truly yours,


John M. Hill

JMH:yjr
Enclosures

cc: Mr. Mike Murphy ✓
Mr. Ken Dippel

DALLAS TYLER

901 MAIN STREET SUITE 4000 DALLAS, TEXAS 75202-3793
TEL 214 672.2000 FAX 214.672.2020
WWW.COWLESTHOMPSON.COM

UNION PACIFIC RAILROAD COMPANY

Real Estate Department

R. D. Uhrich
Assistant Vice President
J. A. Anthony
Director - Contracts
D. D. Brown
Director - Real Estate
M. W. Casey
General Director - Special Properties
J. P. Gade
Director - Facility Management



1800 Farnam Street
Omaha, Nebraska 68102
Fax: (402) 997-3601

J. L. Hawkins
General Director - Real Estate Operations
M. E. Heenan
Director - Real Estate Operations
D. H. Lightwine
Director - Real Estate
T. K. Love
Director - Real Estate

December 17, 2001

Folder No. 1976-54

**MR JAMES C PIERCE JR
TOWN OF ADDISON
PO BOX 9010
ADDISON TX 75001-9010**

Dear Mr. Pierce:

RE: Proposed construction of a public road crossing known as Arapaho Road at Addison, TX.

Attached are *revised* triplicate originals of a Public Road Crossing Agreement covering your use of the Railroad Company's right-of-way. To properly document your use of the Railroad Company's property, it is necessary that you execute the attached documents. Please return to me in the enclosed envelope the following:

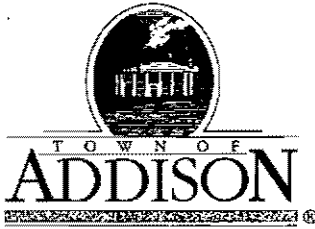
1. **ALL** of the executed documents. If a Contractor's Right-of-Entry Agreement is attached hereto, you may submit the executed Contractor's Right-of-Entry documentation upon selection of a contractor.
2. Certificate of Insurance, if required.
3. Resolution for document execution, if required.
4. Check made payable to the Union Pacific Railroad Company in the amount of **\$2,500.00**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Services' new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void. If you have any questions, please contact me at telephone number (402) 997-3620 or contact me via e-mail at pgfarrell@up.com.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Paul G. Farrell".
PAUL G. FARRELL
MANAGER CONTRACTS

Via FedEx
O'Nite 11/14/01



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

14 November 2001

Mr. Doug Feagan
Manager – Real Estate
Union Pacific Railroad Company
Real Estate Department
1800 Farnam Street
Omaha, Nebraska 68102

RE Offer for Purchase of 7.3267 Acre Tract of Land “Wye Tract” Located at the West End of the Addison Road/Arapaho Road Intersection Near the South End of the Addison Airport Runway in Addison, Texas

Dear Mr. Feagan:

Attached is the proposed Real Estate Purchase Agreement between the Town of Addison and Union Pacific Railroad regarding the purchase by the Town of an approximately 7.3267 acre tract of land. The agreement includes and incorporates the following exhibits:

- Exhibit A Legal Description and Survey of the Real Property
- Exhibit B Legal Description and Survey of Easement Property (Reserved by Seller)
- Exhibit C General Warranty Deed
- Exhibit D Form of Bill of Sale
- Exhibit E Form of Assignment of Tenant Leases
- Exhibit F Form of Non-Foreign Affidavit

The attached document includes Exhibits C through Exhibit F. Exhibits A and B are separate documents prepared by a surveyor.

-2-

Union Pacific Railroad Company

We are reviewing the document entitled "Construction of Arapaho Road, Grade Separation Public Road Crossings" between the Town, Union Pacific and DGNO, and will have comments to that agreement to you within a very short time. In addition, we anticipate that this "Crossing Agreement" will need to be referenced in the Real Estate Purchase Agreement; and there will therefore be some modification to the Real Estate Purchase Agreement to reference the Crossing Agreement.

Please review the attached Purchase Agreement and forward any comments you have to my attention. Thank you in advance for your prompt consideration.

Please call with any questions.

Sincerely,

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

Attachments (As Noted)

NOVEMBER 14, 2001

MR. DOUG FEAGAN, MANAGER - REAL ESTATE
UNION PACIFIC RAILROAD COMPANY
REAL ESTATE DEPARTMENT
1800 FARNAM STREET
OMAHA, NEBRASKA 68102

RE: OFFER FOR PURCHASE OF 7.3267 ACRE
TRACT OF LAND "WYE TRACT", LOCATED
AT THE WEST END OF THE ADDISON ROAD/
ARAPAHO ROAD INTERSECTION NEAR THE
SOUTH END OF THE ADDISON AIRPORT RUNWAY
IN ADDISON, TEXAS.

DEAR MR. FEAGAN:

* SEE ATTACHED. A

↓ INSERT
HERE

~~IT IS OUR GOAL TO CLOSE THIS DEAL AS
SOON AS POSSIBLE.~~

PLEASE REVIEW THE ATTACHED PURCHASE
AGREEMENT AND FORWARD ANY COMMENT
YOU HAVE TO MY ATTENTION.

THANK YOU IN ADVANCE FOR YOUR ^{PROMPT} ~~PROP~~
CONSIDERATION.

PLEASE CALL WITH ANY QUESTIONS

Gwendolyn
Mills

Michael Murphy

From: HILL, JOHN [jhill@cowlesthompson.com]
Sent: Tuesday, November 13, 2001 4:30 PM
To: Mike Murphy (E-mail)
Cc: DIPPEL, KEN
Subject: Wye Tract



ATTACH A

ADDISON ROAD
JVREAL ESTATE AGR.. <<ADDISON ROAD JVREAL ESTATE AGR.DOC>>

~~Mike~~ Attached is a proposed Real Estate Purchase Agreement between the Town of Addison and Union Pacific Railroad regarding the purchase by the Town of an approximately 7.3267 acre tract of land. The agreement includes and incorporates the following exhibits:

- Exhibit A Legal Description and Survey of the Real Property
- Exhibit B Legal Description and Survey Easement Property (reserved by Seller)
- Exhibit C General Warranty Deed (attached)
- Exhibit D Form of Bill of Sale (attached)
- Exhibit E Form of Assignment of Tenant Leases (attached)
- Exhibit F Form of Non-Foreign Affidavit (attached)

The attached document includes Exhibits C through Exhibit F. Exhibit A and Exhibit B are separate documents prepared by a surveyor.

We are reviewing the document entitled "Construction of Arapaho Road, Grade Separation Public Road Crossings" between the Town, Union Pacific and DGNO, and will have comments to that agreement to you within a very short time. In addition, we anticipate that this "Crossing Agreement" will need to be referenced in the Real Estate Purchase Agreement, and there will therefore be some modification to the Real Estate Purchase Agreement to reference the Crossing Agreement.

Subject to these changes and the further review by the Town, I would suggest that the Real Estate Purchase Agreement be forwarded on to Union Pacific for review and comment, together with a copy of Exhibit A and Exhibit B. If you have any questions or comments, please give me a call.

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



JOHN M. HILL
214.672.2178
JHILL@COWLESTHOMPSON.COM

October 8, 2001

*U. PACIFIC
FILE*

**VIA FAX NO. (214) 987-3351
AND U.S. MAIL**

Ms. Carol Erick
Hexter Fair Title Company
8333 Douglas Avenue, Suite 130
Dallas, Texas 75225

RE: Town of Addison

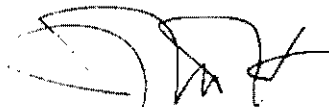
Dear Carol:

Enclosed is a legal description for an 8.3714 acre tract of land located in the Town of Addison. This tract is being acquired by the Town in connection with improvements to Arapaho Road. We had previously requested your office to prepare a title commitment for a smaller tract of land, and then asked you to put that on hold. On September 10, 2001, I sent to you a map of the area being acquired, and informed you that I would send you the legal description once it was prepared.

Please cause a title commitment to be prepared for this tract of land.

Please give me a call if you have any questions.

Very truly yours,



John M. Hill

JMH/yjr
Enclosure

cc: Mr. Mike Murphy, w/Town
Mr. Ken Dippel, City Attorney w/firm

Parcel 3
Field Note Description
Arapaho Road Project
Town of Addison
Dallas County, Texas

BEING a description of a 8.3714 acre (364,656 square foot) tract of land situated in the Edward Cook Survey, Abstract Number 323, Town of Addison, Dallas County, Texas, and being a portion of a called 3 & 48/100 acre tract of land conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 278, Page 115 of the Deed Records of Dallas County, Texas, a portion of a called 4 1/2 acre tract of land conveyed to conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 279, Page 449 of said Deed Records, and all of a called 68/100 of an acre tract of land conveyed to St. Louis Southwestern Railway Company of Texas as evidenced by the deed recorded in Volume 470, Page 329 of said Deed Records; said 8.3714 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch found in the North right of way line of Beltline Road (variable width) at the intersection of the West line of said called 3 & 48/100 acre tract, said point being the Southeast corner of Lot 1, Block A of Beltwood Reservoir, an addition to the Town of Addison, as evidenced by plat recorded in Volume 90012, Page 3386 of said Deed Records;

THENCE, NORTH 17°34'19" WEST, (Called North 25°06' West), departing said North right of way line of Beltline Road, along the common West line of said called 3 & 48/100 acre tract and East line of said Lot 1, Block A, passing at a distance of 410.87 feet a 3/4" iron pipe found, continuing for a total distance of 462.01 feet to a point of curvature to a curve to the left, said point being the South corner of said called 4 1/2 acre tract;

THENCE, NORTHWESTERLY, departing said common line and along the common Southwesterly line of said called 4 1/2 acre tract and Northeasterly line of said Lot 1, Block A, and along the arc of said curve to the left having a radius of 714.00 feet, a central angle of 58°39'27", a chord bearing North 46°54'03" West, for a distance of 699.46 feet, for an arc distance of 730.97 feet to the end of said curve at the East corner of said called 68/100 of an acre tract;

PARCEL 3 - ARAPAHO ROAD PROJECT

THENCE, SOUTH $80^{\circ}11'36''$ WEST, (called South $71^{\circ}20'$ West), departing said common line and along the common South line of said called 68/100 of an acre tract and North line of said Lot 1, Block A, passing at a distance of 87.65 feet the common most Northerly Northwest corner of said Lot 1, Block A, and East corner of a right of way dedication for Arapaho Road as indicated on said plat of Beltwood Reservoir, departing said common line and continuing along the common South line of said called 68/100 of an acre tract and North lines of said Beltwood Reservoir and said right of way dedication, passing at a distance of 480.26 feet the common Northwest corners of said Beltwood Reservoir and said right of way dedication and Northeast corners of Addison Restaurant Park, an addition to the Town of Addison as evidenced by the plat recorded in Volume 88066, Page 4219 of said Deed Records and a 60 foot right of way dedication for Arapaho Road as indicated on said plat of Addison Restaurant Park, departing said common line and along the common South line of said called 68/100 of an acre tract and North lines of said Addison Restaurant Park and said 60 foot right of way dedication, for a total distance of 659.08 feet to an angle point;

THENCE, SOUTH $85^{\circ}49'17''$ WEST, (called South $77^{\circ}20'$), continuing along said common line, a distance of 301.09 feet to the West corner of said called 68/100 of an acre tract in the South line of a 100 foot wide right of way conveyed to Dallas Area Rapid Transit Property Acquisition Corporation as evidenced by the deed recorded in Volume 91008, Page 1390 of said Deed Records, said corner being the beginning of a non-tangent curve to the left;

THENCE, NORTHEASTERLY, departing said common line and along the common North line of said called 68/100 of an acre tract and South line of said Dallas Area Rapid Transit right of way and along the arc of said curve to the left having a radius of 2914.79 feet, a central angle of $17^{\circ}33'08''$, a chord bearing North $74^{\circ}45'45''$ East, passing at an arc distance of 578.08 feet the common most Northerly Northwest corner of said calle 68/100 of an acre tract and West corner of said called 4 1/2 acre tract, continuing along the common North line of said called 4 1/2 acre tract and South line of said Dallas Area Rapid Transit right of way, for a total arc distance of 889.44 feet, for an arc distance of 892.92 feet to the point of tangency of said curve;

PARCEL 3 - ARAPAHO ROAD PROJECT

THENCE, NORTH 65°59'11" EAST, continuing along said common line, passing at a distance of 744.35 feet the common Northeast corner of said called 4 1/2 acre tract and Northwest corner of said called 3 & 48/100 tract, continuing along the common North line of said called 3 & 48/100 tract and South line of said Dallas Area Rapid Transit right of way, a total distance of 1033.95 feet to a point in the West right of way line of Addison Road (variable width);

THENCE, SOUTH 00°18'13" EAST, departing said common line and along said West right of way line of Addison Road, a distance of 4.42 feet to the North corner of Lot 3, Block 1 of Addison Car Care as evidenced by the plat recorded in Volume 87111, Page 0286 of said Deed Records, said corner being the Easterly line of said called 3 & 48/100 acre tract, said corner also being the beginning of a non-tangent curve to the left;

THENCE, SOUTHWESTERLY, departing said line and along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said Lot 3, Block 1, Addison Car Care addition, and along the arc of said curve to the left, having a radius of 714.00 feet, a central angle of 74°34'00", a chord bearing South 19°42'41" West, for 865.02 feet, passing at an arc distance of 213.91 feet the common Southwest corner of said Lot 3 and Northwest corner of a 60 foot right of way dedication for Arapaho Road as indicated on said plat of Addison Car Care addition, continuing along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said right of way dedication, passing at an arc distance of 305.02 feet the common Southwest corner of said 60 foot right of way dedication and Northwest corner of Lot 2, Block 1 of said Addison Car Care addition, continuing along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said Lot 2, Block 1, Addison Car Care addition, passing at an arc distance of 569.05 feet the common Southwest corner of said Lot 2, Block 1, Addison Car Care addition and Northwest corner of Lot 1, Block 1 of said Addison Car Care addition, continuing along the common Easterly line of said called 3 & 48/100 acre tract and Westerly line of said Lot 1, Block 1, Addison Car Care addition, passing at an arc distance of 745.45 feet a 5/8 inch iron rod found for the common Southwest corner of said Lot 1, Block 1, Addison Car Care addition and Northwest corner of Lot 1 of Sambuca II/Filling Station Addition, an addition to the Town of Addison as evidenced by the plat recorded in Volume 94093, Page 06201 of said Deed Records, continuing along the common Easterly line of said called 3 & 48/100 acre tract the Westerly line of

PARCEL 3 - ARAPAHO ROAD PROJECT

said Lot 1, Sambuca II/Filling Station Addition, for a total arc distance of 929.22 feet to the end of said curve;

THENCE, SOUTH 15°07'17" EAST, (Called North 25°06' West), continuing along said common line, passing at a distance of 57.46 feet a 1/2 inch iron rod found for the common Southwest corner of said Lot 1, Sambuca II/Filling Station Addition and Northwest corner of Lot 2, Sambuca II/Filling Station Addition, continuing along the common Easterly line of said called 3 & 48/100 acre tract the Westerly line of said Lot 2, Sambuca II/Filling Station Addition, for a total distance of 161.13 feet to a 3/4 inch iron rod found for the common Southwest corner of said Lot 2, Sambuca II/Filling Station Addition and Northwest corner of a called 0.774 acre tract of land conveyed to James E. Sauls as evidenced by the deed recorded in Volume 77153, Page 1028 of said Deed Records;

THENCE, SOUTH 17°34'19" EAST, (Called North 25°06' West), departing said common line and along the common Easterly line of said called 3 & 48/100 acre tract the Westerly line of said called 0.774 acre tract, passing at a distance of 156.88 feet the common Southwest corner of said called 0.774 acre tract and Northwest corner of the J.T. McCords Revised Addition, an addition to the Town of Addison as evidenced by the plat recorded in Volume 81082, Page 0469 of said Deed Records, continuing along the common Easterly line of said called 3 & 48/100 acre tract the Westerly line of said J.T. McCords Revised Addition, for a total distance of 487.08 feet to the Southwest corner of said J.T. McCords Revised Addition in the North right of way said Beltline Road;

THENCE, SOUTH 89°58'12" WEST, departing said common line and along the North right of way line of said Beltline Road, a distance of 100.04 feet to the **POINT OF BEGINNING**;

CONTAINING an area of 8.3714 acres or 364,656 square feet of land within the metes recited.

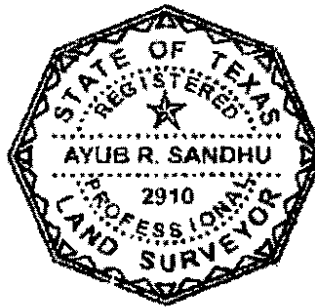
PARCEL 3 - ARAPAHO ROAD PROJECT

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 10-4-01
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910



UNION PACIFIC RAILROAD COMPANY

Real Estate Department

R. D. Uhrich
Assistant Vice President
J. A. Anthony
Director-Contracts
D. D. Brown
Director-Real Estate
M. W. Casey
General Director-Special Properties
J. P. Gade
Director-Facility Management



1800 Farnam Street
Omaha, Nebraska 68102
Fax: (402) 997-3601

J. L. Hawkins
Director-Operations Support
M. E. Heenan
Director-Administration & Budgets
D. H. Lightwine
Director-Real Estate
T. K. Love
Director-Real Estate

September 26, 2001

Folder: 1819-92

Mr. Michael E. Murphy, PE
Town of Addison
P. O. Box 9010
16801 Westgrove Drive
Addison, TX 75001-9010


Dear Mr. Murphy:

This is in response to your September 12, 2001 letter requesting certain information from Union Pacific Railroad Company. Response is as follows:

1. UP cannot indemnify Town of Addison from DGNO's daily operations over the wye tracks. You will need to seek direct indemnification from DGNO. The UP is only compensating DGNO because of operating inefficiencies it will incur resulting from proposed construction of the Arapaho Road crossings.
2. The use of the remainder of the wye track property outside of the track easements will not be affected by DGNO operations.
3. The St Louis Southwestern Railway Company was still a separate entity until September 30, 1997 when it was merged into Union Pacific Railroad Company (see attached merger documents).
4. Your understanding is correct, it is UP's understanding that DGNO will not pursue any other expenses and or damages from the Town of Addison due to cancellation of the Metro Brick Lease or Metro Brick's subsequent relocation to a new site or construction of the proposed Arapaho Road crossings..

If you have any questions, please contact me at (402) 997-3552.

Sincerely yours,


J. D. (Dennis) Miller
Manager - Real Estate

3619
DOUG FAGEN

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SSW MERGER CORP.", A DELAWARE CORPORATION,
WITH AND INTO "UNION PACIFIC RAILROAD COMPANY" UNDER THE NAME OF "UNION PACIFIC RAILROAD COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF UTAH, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF SEPTEMBER, A.D. 1997, AT 1 O'CLOCK P.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2744259 8100M

AUTHENTICATION: 8970634

981062423

DATE: 03-13-98

CERTIFICATE OF MERGER
OF
SSW MERGER CORP.
WITH AND INTO
UNION PACIFIC RAILROAD COMPANY

Pursuant to Section 252 of the General Corporation Law of the State of Delaware, Union Pacific Railroad Company, a Utah corporation ("UPRR"), hereby certifies to the following information relating to the merger (the "Merger") of SSW Merger Corp., a Delaware corporation ("SSW Merger"), with and into UPRR:

FIRST: The name and state of incorporation of each of the constituent corporations is:

Name	State
SSW Merger Corp.	Delaware
Union Pacific Railroad Company	Utah

SECOND: An Agreement and Plan of Merger, dated as of September 30, 1997 (the "Plan of Merger"), has been approved, adopted, certified, executed and acknowledged by each constituent corporation in accordance with the provisions of Section 252 of the General Corporation Law of the State of Delaware and the provisions of Section 16-10a-1107 of the Utah Revised Business Corporation Act.

THIRD: The name of the surviving corporation is Union Pacific Railroad Company (the "Surviving Corporation").

FOURTH: At the effective time of the Merger (the "Effective Time"), the Amended and Restated Articles of Incorporation of UPRR in effect immediately prior to the Effective Time shall be amended as set forth in Exhibit A to the Plan of Merger and, as so amended, shall be the articles of incorporation for the Surviving Corporation.

FIFTH: An executed copy of the Plan of Merger is on file at the principal place of business of UPRR, located at 1416 Dodge Street, Omaha, Nebraska 68179. A copy of the Plan of Merger will be furnished by UPRR, on request and without cost, to any stockholder of either UPRR or SSW Merger.

SIXTH: UPRR hereby agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of SSW Merger, as well as for enforcement of any obligation of UPRR arising from the Merger, and hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any suit or other proceedings. A copy of such process shall be mailed by the Secretary of State of the State of Delaware to Room 830, 1416 Dodge Street, Omaha, Nebraska 68179, Attention: Vice President-Law.

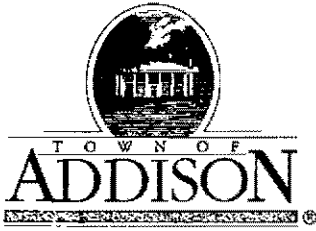
SEVENTH: The Merger shall become effective at 1:00 P.M., Eastern Daylight Time on September 30, 1997.

IN WITNESS WHEREOF, UPRR has caused this Certificate of Merger to be executed by its duly authorized officer this 30th day of September, 1997.

UNION PACIFIC RAILROAD COMPANY

By: Carl W. von Bernath
Name: Carl W. von Bernath
Title: Vice President and General Counsel

0:LAWEACMERGESWJD



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

FAXED
9-12-01

(972) 450-2871

16801 Westgrove

Fax Cover Sheet

To: Dennis Miller / Union Pacific Railroad
Fax (402) 997-3601

From: Mike Murphy, Dir. of Public Works/Addison
Fax (972) 450-2837
Off (972) 450-2878

Subj: Purchase of Union Pacific Wye Tract

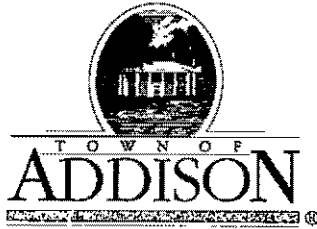
Date: September 12, 2001
(number of pages including cover - 3)

Dennis,

Attached are questions and requests from our legal staff.

Please call me with any concerns.

Mike



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

September 12, 2001

Mr. J.D. (Dennis) Miller, Manager – Real Estate

Union Pacific Railroad Company
Real Estate Department
1800 Farnam Street
Omaha, Nebraska 68102

RE: Offer for purchase of a 322,779.58 square foot “Wye” Tract of Property located at the West End of the Addison Road/Arapaho Road Intersection near the South End of the Addison Airport Runway in Addison, Texas.

Dear Mr. Miller:

I have received your latest correspondence dated September 4th, 2001 and I am very optimistic regarding the progress we are making.

I have been asked by the Town of Addison legal staff to acquire the following:

1. Since the Town of Addison is buying the land on which the tracks sit, and will take that land subject to the leasehold agreement between Union Pacific and DGNO, we had asked for a copy of that agreement. If we cannot get a copy of the lease agreement, then we ask Union Pacific to indemnify the Town for any and all damages that occur as a result of the use of the railroad track on the wye property after the acquisition by the Town of Addison.
2. Does the use of the railroad track by DGNO (or any other rail company) limit the use of the remainder or the wye tract?
3. The copy of the lease agreement between Union Pacific and Metro Brick, which you sent over, shows that the parties are the St. Louis Southwestern Railway Company (as lessor) and Metro Brick company (as lessee). The Town of Addison needs to know how Union Pacific came to be the lessor under the current lease agreement.

4. In DGNO's letter dated September 4th, 2001 it states in Paragraph #1 that "Dallas Garland & Northeastern Railroad... and Union Pacific Railroad... have agreed to the costs for all expenses/damages associated with the proposed road crossing at the said location... DGNO will not pursue any other expenses and or damages from the City of Addison for the Future Operation impact that it has on the DGNO." It is our intent to cancel the lease with Metro Brick, and the Town wants it clearly understood that the payment to DGNO/Rail America from UP covers any claims by DGNO, UP or Rail America for the cancellation of that lease and for the acquisition of the Metro Brick site by the Town.

Please call me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael E. Murphy". The signature is fluid and cursive, with a large initial "M" and "E".

Michael E. Murphy, PE
Director of Public Works/Town of Addison

HP LaserJet 3200se



TOALASERJET 3200
9724502837
SEP-11-2001 09:47

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
877	9/11/2001	09:45:51	Send	914029973601	1:15	3	OK



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

(972) 450-2871
16801 Westgrove

Fax Cover Sheet

To: Dennis Miller / Union Pacific Railroad
Fax (402) 297-3601

From: Mike Murphy, Dir. of Public Works/Addison
Fax (972) 450-2837
Off (972) 450-2878

Subj: Purchase of Union Pacific Wye Tract

Date: September 12, 2001
(number of pages including cover - 3)

Dennis,

Attached are questions and requests from our legal staff.

Please call me with any concerns.

Mike

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: September 10, 2001

Time: _____

Total Number of Pages (including this sheet): 3Normal/Rush: NormalClient/Matter #: 3195/25211

TO: (1) Mike Murphy

FAX: (972) 450-2837

FROM: Ken C. DippeDirect Dial #: (214) 672-2158

MESSAGE: Here are the recommended changes to your letter of September 10, 2001 to Dennis Miller, Union Pacific Railroad.

**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.

**PUBLIC WORKS DEPARTMENT**

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Womagrove

September 10, 2001

Mr. J.D. (Dennis) Miller, Manager – Real Estate

Union Pacific Railroad Company
 Real Estate Department
 1800 Farnam Street
 Omaha, Nebraska 68102

RE: Offer for purchase of a 322,779.58 square foot "Wye" Tract of Property located at the West End of the Addison Road/Arapaho Road Intersection near the South End of the Addison Airport Runway in Addison, Texas.

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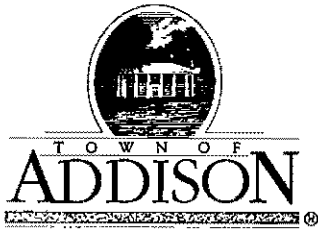
between Union Pacific and DGNO, we had asked for a copy of that agreement.

4. In your letter dated September 4th, 2001 it states in Paragraph #1 that "Dallas Garland & Northeastern Railroad...and Union Pacific Railroad...have agreed to the costs for all expenses/damages associated with the proposed road crossing at the said location... DGNO will not pursue any other expenses and or damages from the City of Addison for the Future Operation impact that it has on the DGNO." It is our intent to cancel the lease with Metro Brick, and the Town wants it clearly understood that the payment to DGNO/Rail America from UP covers any claims by DGNO, UP or Rail America for the cancellation of that lease and for the acquisition of the Metro Brick site by the Town.

Please call me with any questions.

Sincerely,

Michael E. Murphy, PE
Director of Public Works/Town of Addison



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

FAXED
9-10-01

(972) 450-2871

16801 Westgrove

Fax Cover Sheet

*To: Ken Dippel, John Hill / Cowles and Thompson
Fax (214) 672-2020*

*From: Mike Murphy, Dir. of Public Works/Addison
Fax (972) 450-2837
Off (972) 450-2878*

Subj: Union Pacific

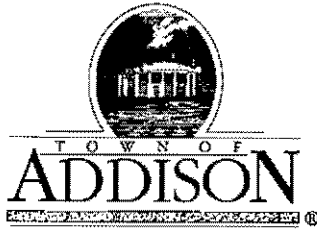
*Date: September 10, 2001
(Number of pages including cover - 3)*

John,

I received your comments and have incorporated them into the attached letter. Please look over and if they are ok I will ship them out today.

Thanks,

Mike



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

September 10, 2001

Mr. J.D. (Dennis) Miller, Manager – Real Estate

Union Pacific Railroad Company
Real Estate Department
1800 Farnam Street
Omaha, Nebraska 68102

RE: Offer for purchase of a 322,779.58 square foot “Wye” Tract of Property located at the West End of the Addison Road/Arapaho Road Intersection near the South End of the Addison Airport Runway in Addison, Texas.

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Please call me with any questions.

Sincerely,

Michael E. Murphy, PE
Director of Public Works/Town of Addison

HP LaserJet 3200se



TOALASERJET 3200
9724502837
SEP-9-2001 10:51

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
859	9/ 9/2001	10:49:52	Send	912146722020	1:25	3	OK



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

(972) 450-8871
16801 Westgrove

Fax Cover Sheet

To: Ken Dippel, John Hill / Cowles and Thompson
Fax (214) 672-2020

From: Mike Murphy, Dir. of Public Works/Addison
Fax (972) 450-2837
Off (972) 450-2878

Subj: Union Pacific

Date: September 10, 2001
(number of pages including cover - 3)

John,

I received your comments and have incorporated them into the attached letter. Please look over and if they are ok I will ship them out today.

Thanks,

Mike

Michael Murphy

From: HILL, JOHN [jhill@cowlesthompson.com]
Sent: Monday, September 10, 2001 9:29 AM
To: Mike Murphy (E-mail)
Cc: DIPPEL, KEN
Subject: Union Pacific

.....
Mike--a couple of things regarding the Union Pacific matter:

1. We talked last Friday about receiving a copy of the lease agreement between UP and DGNO. The Town is buying the land on which the tracks sit, and will take that land subject to the leasehold agreement. If we cannot get a copy of the lease, then we can ask UP to indemnify the Town for any and all damages that occur as a result of the use of the railroad track on the wye property after the acquisition by the Town.

2. Also, can you find out from UP if the use of the railroad track by DGNO (or any other rail company) limits the use of the remainder of the wye tract?

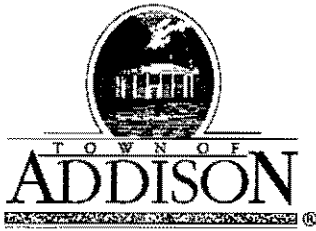
3. The copy of the lease agreement between UP and Metro Brick which you sent over shows that the parties are the St. Louis Southwestern Railway Company (as lessor) and Metro Brick Copmany (as lessee). We need to find out from UP how it came to be the lessor under the lease.

4. The letter from DGNO to you dated September 4 states in paragraph #1 that "Dallas Garland & Northeastern Railraad...and Union Pacific Railraad...have agreee to the costs for all expenses/damages associated with the proposed road crossing at the said location...DGNO will not pursue any other expenses and or damages from the City of Addison for the Future Operation impact that it has on the DGNO." We intend to cancel the lease with Metro Brick, and Town wants it clearly understood that the payment to DGNO/Rail America from UP covers any claims by DGNO, UP or Rail America for the cancellation of that lease and for the acquisition of the Metro Brick site by the Town.

*Ask U.P. of :
Indemnification*

Thanks.

John
.....



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

FAXED
9-7-01

(972) 450-2871

16801 Westgrove

Fax Cover Sheet

To: Ken Dippel - John Hill / Cowles and Thompson
Fax (214) 672-2020

From: Mike Murphy, Dir. of Public Works/Addison
Fax (972) 450-2837
Off (972) 450-2878

Subj: Union Pacific property Acquisition

Date: September 7, 2001
Number of pages (including cover - II)

Ken,

Please find attached response to our questions on the latest UP proposal, and a copy of their lease agreement with Metro Brick. Also, I asked Union Pacific for a copy of their agreement with DGMO and they told me they could not provide the entire agreement but may be able to provide whatever section of the agreement that our legal staff is interested in.

Call me with any questions.

Mike

9/7/01 cc: RW
CT

UNION PACIFIC RAILROAD COMPANY

Real Estate Department

R. D. Uhrich
Assistant Vice President
J. A. Anthony
Director-Contracts
D. D. Brown
Director-Real Estate
M. W. Casey
General Director-Special Properties
J. P. Gade
Director-Facility Management



1800 Farnam Street
Omaha, Nebraska 68102
Fax: (402) 997-3601

J. L. Hawkins
Director-Operations Support
M. E. Heenan
Director-Administration & Budgets
D. H. Lightwine
Director-Real Estate
T. K. Love
Director-Real Estate

September 6, 2001

Folder: 1819-92

Mr. Michael Murphy
Town of Addison
P. O. Box 9010
16801 Westgrove Drive
Addison, TX 75001-9010

Dear Mr. Murphy:

This is in response to your letter dated August 23, 2001 answering certain questions regarding the purchase of the Addison Wye Track area in Addison, TX. Answers to your questions are as follows:

1. Union Pacific Railroad Company shall satisfy all claims made by DGNO for damages, grievances and inefficiencies affecting their daily operations of the wye track area resulting from the Arapaho road extension project.
2. Attached for your reference is a copy of the Metro Brick Lease Agreement (coming regular mail).
3. See attached letter dated September 4, 2001 from Dave Eyermann with the DGNO regarding the type of crossings ("Quiet Zone") to be installed for the Arapaho Road extension project.
4. See attached letter referenced above in No. 3. Union Pacific also has no objections to the Town of Addison's request to change the "reasonable time of completion" from 3 years to 5 years.
5. All future references will be to the Town of Addison.
6. Please immediately proceed with survey to obtain appropriate legal description for attachment to Deed

If you have any questions, please contact me at (402) 997-3552.

Sincerely yours,

J. D. (Dennis) Miller
Manager - Real Estate



DALLAS, GARLAND & NORTHEASTERN RAILROAD, INC.

425 N. 5th St. • Garland, TX • 75040 • 972-487-8180 • Fax 972-487-7980

September 4, 2001

J.D.M.

SEP 6 2001

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

RE: Questions Regarding Purchase of Union Pacific Wye Track

Dear Mr. Murphy,

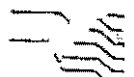
In response to your letter dated August 22, 2001, to Union Pacific, I would like to address questions: #1, #3 and #4 as follows:

#1 – Dallas Garland & Northeastern Railroad, (DGNO) and Union Pacific Railroad, (UP) have agreed to the costs for all expenses/damages associated with the proposed road crossing at the said location. UP has also agreed to pay DGNO these costs out of the sale price as offered in their letter to Mr. Whitehead on July 20, 2001, folder: 1819-92. DGNO will not pursue any other expenses and or damages from the City of Addison for the Future Operational impact that it has on the DGNO.

#3 – At this time we would require that both crossings be satisfactorily constructed to the current "Quiet Zone" requirements by a qualified railroad contractor.

#4 – We do not have a problem with the request to change the "reasonable time of completion" from 3 years to 5 years. However, we would like to know before the City starts any work, the amount of time expected from the start of the project to the completion of the project, as this will have an adverse effect on our operations. I would like to add that when I speak of the "time" I'm only looking at the part of the project that will entail work on or around the railroad tracks.

I would also point out that there would be additional costs for providing contractor protection during the time spent around the tracks. We will not charge for protection of any work performed by the qualified railroad contractor, but will need to provide protection to any contractors that are not performing work on the railroad and only when they will be operating within 25 feet of our tracks.



A RailAmerica Company

If you have any questions, concerns or require additional information, please contact me at 972-487-8180 ext. 206.

Sincerely,



David C. Eyermann
Regional Vice President

CC: Dennis Miller
Manager – Real Estate
Union Pacific railroad

James R. Kuntz
General Manager
Dallas, Garland & Northeastern Railroad

Sandy Franger
RailAmerica, Inc.
5300 Broken Sound Blvd, N.W.
Boca Raton, FL 33487

LEASE OF PROPERTY DUPLICATE ORIGINAL - RAILROAD COPY

THIS LEASE ("Lease") is entered into on the 20 day of Sept, 1997 between ST. LOUIS SOUTHWESTERN RAILWAY COMPANY ("Lessor") and METRO BRICK COMPANY, a Texas corporation, whose address is 15301 Addison Road, Dallas, TX 75248 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article I. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises"), at Dallas, TX, as shown on the print dated June 23, 1997 marked Exhibit A, hereto attached and made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof. The Premises may be used for open storage of non-hazardous materials, fence encroachment, beautification and purposes incidental thereto, only, and for no other purpose.

Article II. TERM.

The term of this Lease shall commence on September 1, 1997, and unless sooner terminated as provided in this Lease, shall extend for one year; and thereafter, shall automatically be extended from year to year.

Article III. RENT.

A. Lessee shall pay to Lessor, in advance, rent of Seven Thousand Five Hundred Dollars (\$7,500.00) per annum. The rent shall be increased by Three percent (3%) annually, cumulative and compounded.

B. Not more than once every three (3) years, Lessor may redetermine the rent. In the event Lessor does redetermine the rent, Lessor shall notify Lessee of such change.

Article IV. SPECIAL PROVISION - FENCE/BARRICADE.

Lessee, at Lessee's sole cost and expense, shall construct and maintain, at all times during the term of this Lease, a fence/barricade of a design satisfactory to Lessor, in the location shown on the attached Exhibit print.

Article V. SPECIAL PROVISION - CANCELLATION.

Effective upon commencement of the term of this Lease, the Lease dated September 18, 1995, identified as Audit No. S716118, together with any and all supplements and amendments, is canceled and superseded by this Lease, except for any rights, obligations or liabilities arising under such prior lease before cancellation, including any consent to conditional assignment, chattel agreement, or consent to sublease.

CODED

By:

Date: SEP 30 1997

IN WITNESS WHEREOF, the parties have executed this Lease of the day and year first herein written.

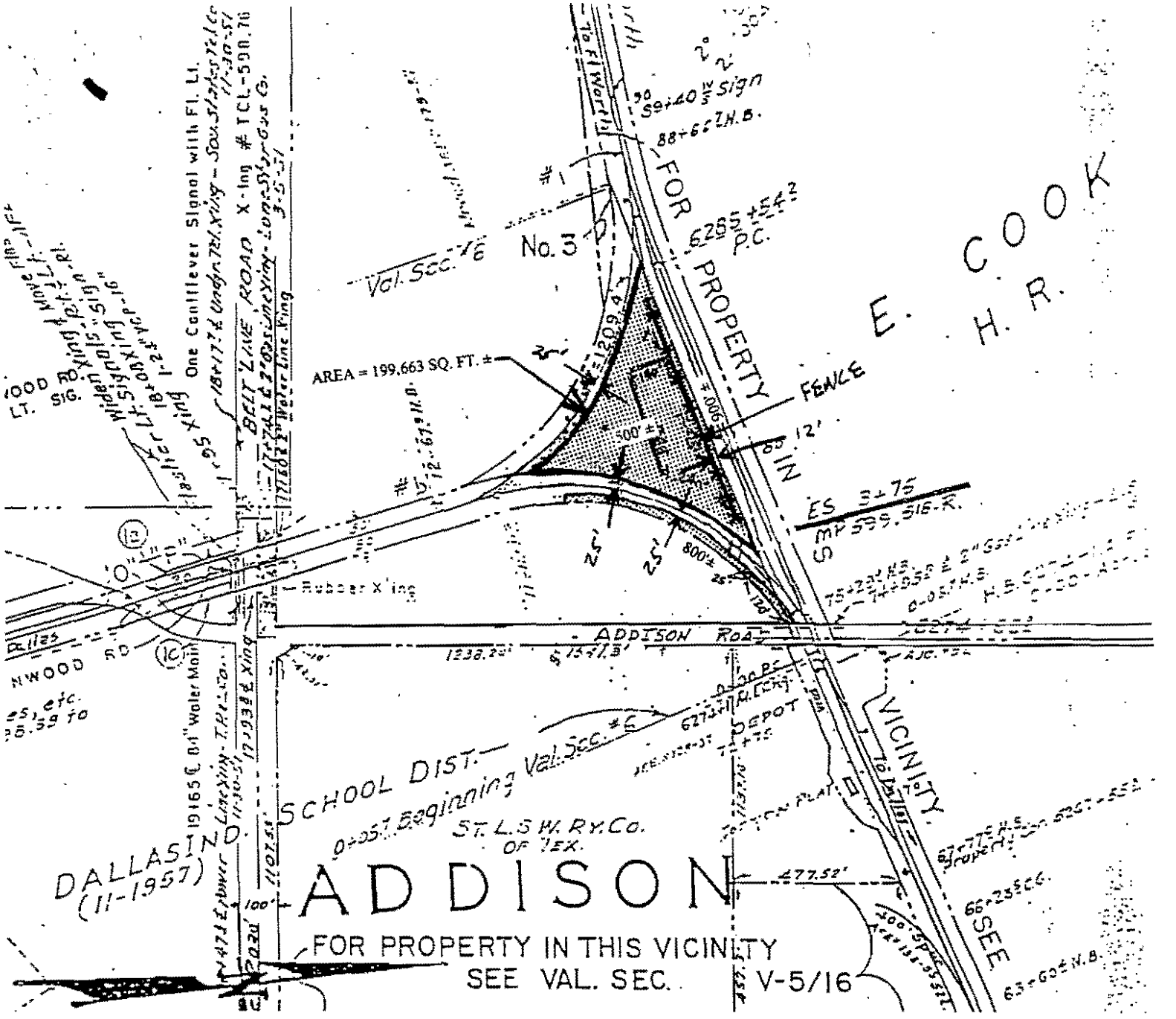
ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY

By: Jerry K. Love
Director - Real Estate

METRO BRICK COMPANY

By: Dennis H. Calandrese
Title: President

Note: Cancels and Supersedes Lease S716118 Dated 9/18/95



E. COOK
H. R.

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"
UNION PACIFIC RAILROAD CO.

ADDISON, DALLAS COUNTY, TEXAS
M.P. 599.25-R - FORT WORTH BRANCH

TO ACCOMPANY AGREEMENT WITH
METRO BRICK CO.

SCALE: 1" = 400'

OFFICE OF CONTRACTS & REAL ESTATE
OMAHA, NEBRASKA DATE: 6-23-97
RLH FILE: 1466-89
LEGEND

LEASE AREA SHOWN.....
UPRRCo R/W QUIT INFD

EXHIBIT B

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. This Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew such outstanding rights.

Section 3. PAYMENT OF RENT.

Rent (which includes the annual rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the Premises in a safe, neat, clean and presentable condition, and in good condition and repair. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard and all water flow shall be directed away from the tracks of the Lessor.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises not belonging to Lessor is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use (i) small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises and (ii) other Hazardous Substances, other than hazardous wastes as defined in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., as amended ("RCRA"), that are necessary for the conduct of Lessee's business at the Premises as specified in Article I. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It

shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use, or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any exceptions of the foregoing to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Landlord reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) and arising from or related to (i) any use of the Premises by Lessee or any invitee or licensee of Lessee, (ii) any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or (iii) any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss caused by the sole, active and direct negligence of any Indemnified Party if the Loss (i) was not occasioned by fire or other casualty, or (ii) was not occasioned by water, including, without limitation, water damage due to the position, location, construction or condition of any structures or other improvements or facilities of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease by giving Lessee notice of termination, if Lessee (i) fails to pay rent within fifteen (15) days after the due date, or (ii) defaults under any other obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given.

B. Notwithstanding the term of this Lease set forth in Article II.A., Lessor or Lessee may terminate this Lease without cause upon thirty (30) days' notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A), at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance.

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as

provided in Section 13 A) above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, and restored the surface of the ground to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration within thirty (30) days after termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall telephone Lessor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried on the Premises. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Contracts & Real Estate Department, Room 1100, 1416 Dodge Street, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. ENTIRE AGREEMENT.

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction. Except for the unilateral redetermination of annual rent as provided in Article III., this Lease may be amended only by a written instrument signed by Lessor and Lessee.

HP LaserJet 3200se



TO: LASERJET 3200
9724502837
SEP-6-2001 10:55

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
834	9/ 6/2001	10:51:07	Send	92146722020	4:43	11	OK



PUBLIC WORKS DEPARTMENT
Fax Office Box 9010 Addison, Texas 75001-9010

(972) 450-2873
1000 Westgate

Fax Cover Sheet

To: Ken Dippel - John Hill / Cowles and Thompson
FAX (214) 672-2020

From: Mike Murphy, Dir. of Public Works/Addison
FAX (972) 450-2837
Off (972) 450-2878

Subj: Union Pacific property Acquisition

Date: September 7, 2001
Number of pages including cover - 11

Ken,

Please find attached response to our questions on the latest UP proposal and a copy of their lease agreement with Metro Brick. Also, I asked Union Pacific for a copy of their agreement with DCPND and they told me they could not provide the entire agreement but may be able to provide whatever section of the agreement that our legal staff is interested in.

Call me with any questions.

Mike



DALLAS, GARLAND & NORTHEASTERN RAILROAD, INC.

425 N. 5th St. • Garland, TX • 75040 • 972-487-8180 • Fax 972-487-7980

September 4, 2001

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

RE: Questions Regarding Purchase of Union Pacific Wye Track

Dear Mr. Murphy,

In response to your letter dated August 22, 2001, to Union Pacific, I would like to address questions: #1, #3 and #4 as follows:

#1 – Dallas Garland & Northeastern Railroad, (DGNO) and Union Pacific Railroad, (UP) have agreed to the costs for all expenses/damages associated with the proposed road crossing at the said location. UP has also agreed to pay DGNO these costs out of the sale price as offered in their letter to Mr. Whitehead on July 20, 2001, folder: 1819-92. DGNO will not pursue any other expenses and or damages from the Town of Addison for the Future Operational impact that it has on the DGNO.

#3 – At this time we would require that both crossings be satisfactorily constructed to the current “Quiet Zone” requirements by a qualified railroad contractor.

#4 – We do not have a problem with the request to change the “reasonable time of completion” from 3 years to 5 years. However, we would like to know before the Town starts any work, the amount of time expected from the start of the project to the completion of the project, as this will have an adverse effect on our operations. I would like to add that when I speak of the “time” I’m only looking at the part of the project that will entail work on or around the railroad tracks.

I would also point out that there would be additional costs for providing contractor protection during the time spent around the tracks. We will not charge for protection of any work performed by the qualified railroad contractor, but will need to provide protection to any contractors that are not performing work on the railroad and only when they will be operating within 25 feet of our tracks.

If you have any questions, concerns or require additional information, please contact me at 972-487-8180 ext. 206.

Sincerely,

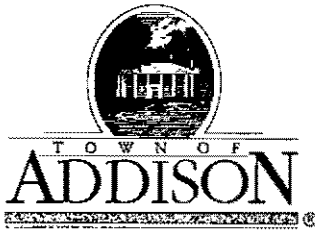
A handwritten signature in black ink, appearing to read "David C. Eyermann". The signature is fluid and cursive, with a long horizontal stroke at the end.

David C. Eyermann
Regional Vice President

CC: Dennis Miller
Manager – Real Estate
Union Pacific railroad

James R. Kuntz
General Manager
Dallas, Garland & Northeastern Railroad

Sandy Franger
RailAmerica, Inc.
5300 Broken Sound Blvd, N.W.
Boca Raton, FL 33487



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

Fax Cover Sheet

To: Dennis Miller, Union Pacific
Fax (402) 997-3601

From: Mike Murphy, Dir. of Public Works/Addison
Fax (972) 450-2837
Off (972) 450-2878

Subj: Questions regarding Purchase of Union Pacific Wye Track

Date: August 22, 2001

(number of pages including cover - 2)

Dennis,

Please find attached questions regarding the purchase of the Wye Track property as related to your July 20, 2001 proposal.

Please respond, in writing, at your earliest convenience.

Call with any questions.

Mike

Union Pacific Railroad Company

Based on the offer submitted by Union Pacific Railroad (UP) on July 20, 2001 to sell the Wye Tract of Land, the Town of Addison has the following questions and/or requests:

1. Please clarify Paragraph 7 of the cover letter which states "Union Pacific will be responsible for settling with DGNO for expenses/damages it incurs as a result of this agreement and the construction of Arapaho Road across the wye tracks."

Our question is: In the terms of Union Pacific's latest proposal, has an agreement been reached with DGNO, and are we to understand there will be no delays regarding construction of the roadway and the wye track crossings as a result of DGNO's relationship with UP and that all obligations with DGNO (Rail America) are settled as a result of this proposed agreement.

2. The Town of Addison would like a copy of the lease agreement between UP Railroad and Metro Brick.
3. In Exhibit B – Section 2 – Paragraph B: What appurtenances and highway warning devices are typically installed by the Railroad with its ROW?
4. In Exhibit B – Section 2 – Paragraph E: We would request the "reasonable time of completion" to be changed from 3 years to 5 years.
5. All references to Addison shall be the Town of Addison not the City of Addison.
6. Before final purchase of the Wye tract the Town of Addison would like to contract a Registered Public Land Surveyor to verify and certify bounded area to be purchased.

HP LaserJet 3100
Printer/Fax/Copier/Scanner

SEND CONFIRMATION REPORT for
Town of Addison
972 450 2810
Aug-22-01 4:08PM

Job	Start Time	Usage	Phone Number or ID	Type	Pages	Mode	Status
959	8/22 4:08PM	0'37"	402 997 3601	Send.....	2 / 2	EC144	Completed.....

Total 0'37" Pages Sent: 2 Pages Printed: 0

M. W. Miller

TO: Dennis Miller, Union Pacific
FAX (402) 997-3602

FROM: Mike Murphy, Dir. of Public Works/Addison
FAX (972) 450-2837
OFF (972) 450 2878

SUBJ: questions regarding purchase of Union Pacific Wye Track

DATE: August 22, 2001

(number of pages including cover - 2)

Remarks:

Please find attached questions regarding the purchase of the Wye Track property as related to your July 20, 2001 proposal.

Please respond in writing, at your earliest convenience.

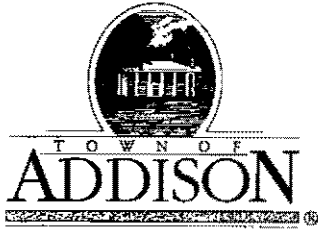
Call with any questions.

FAX COVER SHEET

972 450 2810
10001 W. Maple

PLUMBING WORKS DEPARTMENT
7140 Oldham Drive #100 Addison, Texas 75011-0110





PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

Fax Cover Sheet

To: Ken Dippel
Fax (214) 672-2020

From: Mike Murphy, Dir. of Public Works/Addison
Fax (972) 450-2837
Off (972) 450-2878

Subj: Questions for Union Pacific on Latest offer

Date: August 10, 2001

(number of pages including cover - 2)

Ken,

Attached is the list of questions we have for Union Pacific. Please review and let me know if you have any problems with me calling Union to get their response.

Thanks
Mike Murphy

Union Pacific Railroad Company

Based on the offer submitted by Union Pacific Railroad (UP) on July 20, 2001 to sell the Wye Tract of Land, the Town of Addison has the following questions and/or requests:

1. Please clarify Paragraph 7 of the cover letter which states "Union Pacific will be responsible for settling with DGNO for expenses/damages it incurs as a result of this agreement and the construction of Arapaho Road across the wye tracks."

Our question is: In the terms of Union Pacific's latest proposal, has an agreement been reached with DGNO, and are we to understand there will be no delays regarding construction of the roadway and the wye track crossings as a result of DGNO's relationship with UP and that all obligations with DGNO (Rail America) are settled as a result of this proposed agreement.

2. The Town of Addison would like a copy of the lease agreement between UP Railroad and Metro Brick.
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- 4.
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7. Before final purchase of the Wye tract the Town of Addison would like to contract a Registered Public Land Surveyor to verify and certify bounded area to be purchased.

HP LaserJet 3200se



TOALASERJET 3200
9724502837
AUG-10-2001 09:00

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
497	8/10/2001	08:59:25	Send	92146722020	1:09	2	OK



PUBLIC WORKS DEPARTMENT
Fax Office Box 9010 Addison, Texas 75001-9010

972-450-2871
16001 Wapgrve

Fax Cover Sheet

To: Ken Dippel
FAX (214) 672-2020

From: Mike Murphy, Dir. of Public Works/Addison
FAX (972) 450-2837
Off (972) 450-2878

Subj: Questions for Union Pacific on Latest offer

Date: August 10, 2001

(number of pages including cover - 2)

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THANKS
Mike Murphy

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at who's expense?

Section 2 - b) What appertunances and highway warning devices are typically installed by the Railroad with its ROW?

UNION PACIFIC RAILROAD COMPANY

Real Estate Department

R. D. Uhrich
Assistant Vice President
J. A. Anthony
Director-Contracts
D. D. Brown
Director-Real Estate
M. W. Casey
General Director-Special Properties
J. P. Gade
Director-Facility Management



1600 Farnam Street
Omaha, Nebraska 68102
Fax: (402) 997-3601

J. L. Hawkins
Director-Operations Support
M. E. Heenan
Director-Administration & Budgets
D. H. Lightwine
Director-Real Estate
T. K. Love
Director-Real Estate

July 20, 2001

Folder No. 1976-54

**MR JAMES C PIERCE JR
CITY OF ADDISON
PO BOX 9010
ADDISON TX 75001-9010**

Dear Mr. Pierce:

RE: Proposed construction of a public road crossing known as Arapahoe Road at Addison, TX.

Attached are triplicate originals of a Public Road Crossing Agreement covering your use of the Railroad Company's right-of-way. To properly document your use of the Railroad Company's property, it is necessary that you execute the attached documents. Please return to me in the enclosed envelope the following:

1. **ALL** of the executed documents. If a Contractor's Right-of-Entry Agreement is attached hereto, you may submit the executed Contractor's Right-of-Entry documentation upon selection of a contractor.
2. Certificate of Insurance, if required.
3. Resolution for document execution, if required.
4. Check made payable to the Union Pacific Railroad Company in the amount of **\$2,500.00**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Services' new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void. If you have any questions, please contact me at telephone number (402) 997-3620 or contact me via e-mail at pgfarrell@up.com.

Sincerely yours,

PAUL G. FARRELL
MANAGER CONTRACTS

~~MILCE~~
COPY

KEN GRAD
IT WILL
TO TALK WITH
OK
DENNIS
OK
CE. W/L BLADES

UNION PACIFIC RAILROAD COMPANY

Real Estate Department



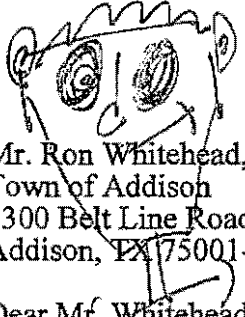
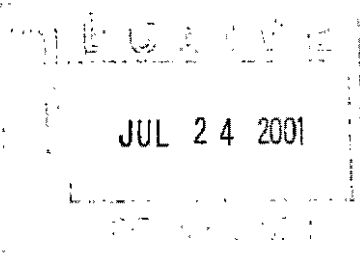
1800 Farnam Street
Omaha, Nebraska 68102
Fax: (402) 997-3601

R. D. Uhrich
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Director-Administration & Budgets
D. H. Lightwine
Director-Real Estate
T. K. Love
Director-Real Estate

July 20, 2001

Folder: 1819-92



Mr. Ron Whitehead, City Manager
Town of Addison
5300 Belt Line Road
Addison, TX 75001-9010

Dear Mr. Whitehead:

Pursuant to your request at the meeting we had on June 29, 2001, we submit the following terms for the sale of subject wye track property at Addison:

- The sale area covers approximately 7.41 acres (subject to verification by survey).
- The sale price for subject property is \$1,367,115.45.
- The operating track easement (25 feet each side of center line of existing track) being reserved at closing must be perpetual and cover the Wye Track legs as well as the storage track (currently serving Metro Brick). When Union Pacific Railroad determines that it no longer requires the track easements for its operations and removes the tracks, the easements would revert entirely to the City of Addison.
- Crossing application fees are included and crossings are subject to the attached Public Crossing Agreement. City of Addison is responsible financially for all costs in connection with installation and maintenance of the crossings and all crossing protection devices.
- Proposed extension of the most southerly storage track located on or near DART's right of way line adjacent to wye track property, will be up-graded by rail operator at its expense and is subject to DART's approval.
- Sale of subject property is subject to DART's release of its First Right of Refusal to the Addison wye track property (7.41 acres subject property).
- Union Pacific will be responsible for settling with DGNO for expenses/damages it incurs as a result of this agreement and the construction of Arapaho Road across the wye tracks..
- Lease agreement with Metro Brick will be assigned to Buyer at closing. If relocation of Metro Brick is necessary, Union Pacific Railroad Company will not participate with relocation costs.
- Sale closes by November 30, 2001.

322 1349-007
ACCF

OK
3

IS BEING
TAKEN CARE
OF.
Verification

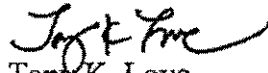
NEED CONTRACT 1st AND
AN ACCURATE SURVEY

GET A SURVEY
FOR THIS PROP.

COPY OF LEASE
AGREEMENT

Regarding a surveyor, I recommend Votex Surveying Company, Dennis Vote at (972) 964-0858. Please advise if the above terms are acceptable and if so I will prepare an appropriate agreement to cover same and forward to you for signature with a closing to be scheduled on or before November 30, 2001. If you have any questions, please contact me at (402) 997-3640.

Sincerely yours,



Tony K. Love
Director - Real Estate

CC: Mr. Lonnie Blades
DART
P. O. Box 660163
Dallas, TX 75266-7210

Mr. David C. Eyerman
Regional Vice President
RailAmerica, Inc.
Garland, TX 75040

FAXED
10/1/01

UNION PACIFIC RAILROAD COMPANY

Real Estate Department



1600 Farnam Street
Omaha, Nebraska 68102
Fax: (402) 997-3601

COPY

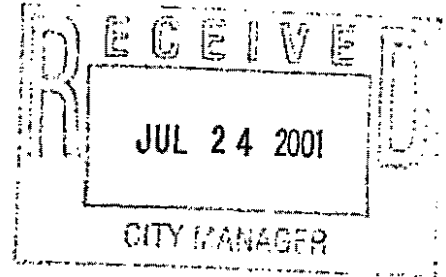
R. D. Uhrich
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T. K. Love
Director-Real Estate

July 20, 2001

Folder: 1819-92

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Town of Addison
5300 Belt Line Road
Addison, TX 75001-9010




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Sincerely yours,



Tony K. Love
Director - Real Estate

CC: Mr. Lonnie Blades
DART
P. O. Box 660163
Dallas, TX 75266-7210

Mr. David C. Eyerman
Regional Vice President
RailAmerica, Inc.
Garland, TX 75040

FAXED
10/1/01

UNION PACIFIC RAILROAD COMPANY

Real Estate Department



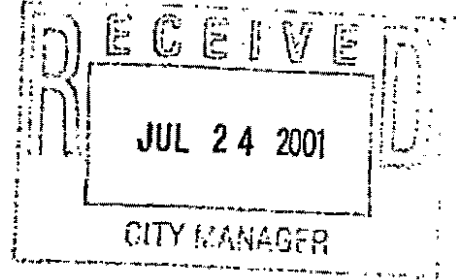
1800 Farnam Street
Omaha, Nebraska 68102
Fax: (402) 997-3601

COPY

J. L. Hawkins
Director-Operations Support
M. E. Heenan
Director-Administration & Budgets
D. H. Lightwine
Director-Real Estate
T. K. Love
Director-Real Estate

July 20, 2001

Folder: 1819-92



WYE TRACK
ST. LOUIS SOUTHWESTER CO.
OF TEXAS VOL 279
PAGE 449, D.R.O.C.T.

meeting we had on June 29, 2001, we submit the wye track property at Addison:

approximately 7.41 acres (subject to verification by survey).

property is \$1,367,115.45.

ent (25 feet each side of center line of existing track) being perpetual and cover the Wye Track legs as well as the existing Metro Brick). When Union Pacific Railroad requires the track easements for its operations and easements would revert entirely to the City of Addison.

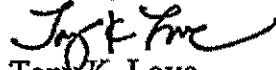
ere included and crossings are subject to the attached Public of Addison is responsible financially for all costs in 1 and maintenance of the crossings and all crossing

most southerly storage track located on or near DART's o wye track property, will be up-graded by rail operator at o DART's approval.

- Date of subject property is subject to DART's release of its First Right of Refusal to the Addison wye track property (7.41 acres subject property).
- Union Pacific will be responsible for settling with DGNO for expenses/damages it incurs as a result of this agreement and the construction of Arapaho Road across the wye tracks..
- Lease agreement with Metro Brick will be assigned to Buyer at closing. If relocation of Metro Brick is necessary, Union Pacific Railroad Company will not participate with relocation costs.
- Sale closes by November 30, 2001.

Regarding a surveyor, I recommend Votex Surveying Company, Dennis Vote at (972) 964-0858. Please advise if the above terms are acceptable and if so I will prepare an appropriate agreement to cover same and forward to you for signature with a closing to be scheduled on or before November 30, 2001. If you have any questions, please contact me at (402) 997-3640.

Sincerely yours,



Tony K. Love
Director - Real Estate

CC: Mr. Lonnie Blades
DART
P. O. Box 660163
Dallas, TX 75266-7210

Mr. David C. Eyerman
Regional Vice President
RailAmerica, Inc.
Garland, TX 75040

FAXED
10/1/01

UNION PACIFIC RAILROAD COMPANY

Real Estate Department



1800 Farnam Street
Omaha, Nebraska 68102
Fax: (402) 997-3601

COPY

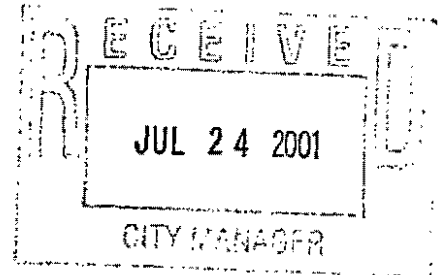
R. D. Uhrich
Assistant Vice President
J. A. Anthony
Director-Contracts
D. D. Brown
Director-Real Estate
M. W. Casey
General Director-Special Properties
J. P. Gade
Director-Facility Management

J. L. Hawkins
Director-Operations Support
M. E. Heenan
Director-Administration & Budgets
D. H. Lightwine
Director-Real Estate
T. K. Love
Director-Real Estate

July 20, 2001

Folder: 1819-92

Mr. Ron Whitehead, City Manager
Town of Addison
5300 Belt Line Road
Addison, TX 75001-9010



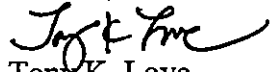
Dear Mr. Whitehead:

Pursuant to your request at the meeting we had on June 29, 2001, we submit the following terms for the sale of subject wye track property at Addison:

- The sale area covers approximately 7.41 acres (subject to verification by survey).
- The sale price for subject property is \$1,367,115.45.
- The operating track easement (25 feet each side of center line of existing track) being reserved at closing must be perpetual and cover the Wye Track legs as well as the storage track (currently serving Metro Brick). When Union Pacific Railroad determines that it no longer requires the track easements for its operations and removes the tracks, the easements would revert entirely to the City of Addison.
- Crossing application fees are included and crossings are subject to the attached Public Crossing Agreement. City of Addison is responsible financially for all costs in connection with installation and maintenance of the crossings and all crossing protection devices.
- Proposed extension of the most southerly storage track located on or near DART's right of way line adjacent to wye track property, will be up-graded by rail operator at its expense and is subject to DART's approval.
- Sale of subject property is subject to DART's release of its First Right of Refusal to the Addison wye track property (7.41 acres subject property).
- Union Pacific will be responsible for settling with DGNO for expenses/damages it incurs as a result of this agreement and the construction of Arapaho Road across the wye tracks..
- Lease agreement with Metro Brick will be assigned to Buyer at closing. If relocation of Metro Brick is necessary, Union Pacific Railroad Company will not participate with relocation costs.
- Sale closes by November 30, 2001.

Regarding a surveyor, I recommend Votex Surveying Company, Dennis Vote at (972) 964-0858. Please advise if the above terms are acceptable and if so I will prepare an appropriate agreement to cover same and forward to you for signature with a closing to be scheduled on or before November 30, 2001. If you have any questions, please contact me at (402) 997-3640.

Sincerely yours,



Tony K. Love
Director - Real Estate

CC: Mr. Lonnie Blades
DART
P. O. Box 660163
Dallas, TX 75266-7210

Mr. David C. Eyerman
Regional Vice President
RailAmerica, Inc.
Garland, TX 75040

6-29-01

RR Mtg.
Union Pacific



<u>NAME</u>	<u>COMPANY</u>	<u>PHONE #</u>
WARREN WILSON	UNION PACIFIC RR	402-271-4791
DENNIS MILLER	" "	402-997-3552
Tony Love	" "	402-997-3640
JAN SEIDNER	DART	(214) 749-2917
Lonnie Blaydes	DART/TRE	214-749-3008
DAVE EYERMANON	DGNO	972-487-8180
JOHN HILL	Addison	214-672-2170
Ken Dipol	Addison	214-672-2158
Jim Pierce	Addison	972-450-2879
MIKE MURPHY	"	972-450-2878
BON WHITEHEAD	"	972-450-7027

SE 6-29
 I copied this for Thelma
 while she was here
 this morning for a meeting
 & that you might
 want for your files



<u>NAME</u>	<u>COMPANY</u>	<u>PHONE #</u>
WARREN WILSON	UNION PACIFIC RR	402-271-4791
DENNIS MILLER	" "	402-997-3552
Tony Love	" "	402-997-3640
JAN SEIDNER	DART	(214) 749-2917
Lonnie Blaydes	DART/TRE	214-749-3008
DANE EYERMANSON	DGNO	972-487-8180
John Hill	Addison	214-672-2170
Ken Dipiel	Addison	214-672-2150
Jim Pierce	Addison	972-450-7879
Mike Murphy	"	972-450-2878
RON WHITEHEAD	"	972-450-7027

O.P. (WANTS)

MEETING NOTES

* CROSSING CONCERNS

1. WANTS US TO DEAL SEPARATELY WITH DGH0
2. W.) WE FEEL OK ABOUT THIS /
- U.P.) NOT FOR OR AGAINST THE SOUTH CROSSINGS

WYE CROSSINGS

WANT

1. DEAL OK WITH THE CROSSINGS
2. CAN MAKE THIS WORK WITH SOME LESS EFFICIENCY.
3. INCLUDE CROSSING PROTECTION IN OUR COST
4. WHAT IS IT THAT YOU WANT FROM US
5. SHOULD HAVE SOMETHING BACK TO US BY JULY 15TH.

Michael Murphy


From: Michael Murphy
Sent: Thursday, April 19, 2001 4:29 PM
To: Chris Terry; Ron Whitehead
Cc: Jim Pierce
Subject: Update on Assem Property and Union Pacific Property

Ron, Chris...

Just to give you a quick update on our two large property acquisition items.

I contacted John Hill for an update on the condemnation proceedings regarding the Asseem property on Surveyor, he met with Ken and they feel like the condemnation will be filed on Tuesday (April 24th) or Wednesday (April 25th) next week. If all goes as planned we are looking at a Mid June Commissioners hearing. As a result of that hearing they will determine a value and we will then file that amount in an escrow account with the court and the Town at that time will be able to take possession of the property. The property owner or the Town then has 10 days in which to file an appeal. If the appeal goes to court and the property owner is granted more money the Town will then have to pay the difference plus interest or vis versa.

Regarding the Union Pacific Property, I have made numerous attempts to contact Dennins Miller with no success, I get his voice mail box, but before I can leave a message I am told the mail box is full and to call back later. Therefore, I have summarized that he must be out of town. I will keep trying.

Also, I have been contacted by Todd Cecil (Vice President with Rail America Real Estate) regarding rail crossing issues with DGNO Rail Company, Rail America leases from Union Pacific and in turn leases to DGNO. We have been playing phone tag all day, but in his message to me he stated that he wants to get together to discuss crossing issues on Arapaho and also at Inwood. I will update you on this item when I have more to go on. 

Mike

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

Tracking:	Recipient	Delivery	Read
	Chris Terry	Delivered: 04/19/2001 4:29 PM	Read: 04/20/2001 9:00 AM
	Ron Whitehead	Delivered: 04/19/2001 4:29 PM	Read: 04/19/2001 5:00 PM
	Jim Pierce	Delivered: 04/19/2001 4:29 PM	

DRAFT
3/1/01

Mr. J.D. (Dennis) Miller, Manager – Real Estate
Union Pacific Railroad Company
Real Estate Department
1800 Farnam Street
Omaha, Nebraska 68102

March 2, 2001

RE: Offer for purchase of 322,779.58 square foot "Wye" Track of Property located at the West End of the Addison Road/Arapaho Road Intersection near the South End of the Addison Airport Runway in Addison, Texas.

Dear Mr. Miller:

I have received and reviewed your written sale offer dated December 7, 2000 for \$1,613,900 (\$5.00 per square foot) for a 322,779.58 square foot tract of land located just South of the Addison Airport.

After meeting with the Addison City Council I am pleased to make the following counter offer:

- The Town of Addison will agree to purchase the 4.5-acre (196,020 sq. ft.) "Wye" tract of land for the for the price of \$4.85 per square foot, totaling \$950,697.00
- The Town of Addison will agree to purchase the remaining 2.91-acre (126,760 sq. ft.) area currently occupied by track and operating width for \$2.00 per square foot, totaling \$253,520.00.
- The Town of Addison will grant Union Pacific a 50-year non-exclusive, non-transferable 50-foot easement to protect Union Pacific's rail operations. Union Pacific agrees to terminate this easement at the end of the 50-year term or when Union Pacific operations cease, whichever comes first.
- Union Pacific agrees to maintain and be responsible for all property located within the dedicated easements and will indemnify the Town of Addison against all liability including environmental issues.
- Track crossing rights, including track crossing construction, with all safety features (i.e., gates, lighting, electrical, ect.) at the Inwood / Landmark connection shall be included as part of the proposed purchase amount. (See attached map for locations)
- Track crossing construction for the two "Wye" crossings with all safety features (i.e., gates, lighting, electrical, ect.) for the proposed arapaho extension shall be included as part of the proposed purchase amount. (see attached map for locations)

- **In conjunction with Union Pacific's request for rail easements along the "Wye" tract. The Town of Addison in turn requests Union Pacific grant the Town of Addison a non-exclusive easement Southward to Spring Valley on the Addison Branch of the Cotton Belt Rail Line for the purpose of commuter rail or light rail service which is contemplated by the Town of Addison for future use.**
- **All negotiations, agreements and compensation with DGNO will be taken care of by Union Pacific Railroad Company and be included in the purchase amount stated above.**

If you have any questions, please contact me at (972) 450-7027.

Sincerely,

Ron Whitehead
City Manager

Attachments: Location map of referenced intersections.

DRAFT

Mr. J.D. (Dennis) Miller, Manager – Real Estate
Union Pacific Railroad Company
Real Estate Department
1800 Farnam Street
Omaha, Nebraska 68102

March 2, 2001

RE: Offer for purchase of 322,779.58 square foot "Wye" Track of Property located at the West End of the Addison Road/Arapaho Road Intersection, ~~near the South End of the Addison Airport Runway in Addison, Texas.~~

Dear Mr. Miller:

I have received and reviewed your written sale offer dated December 7, 2000, for \$1,613,900 (\$5.00 per square foot) for a 322,779.58 square foot tract of land located just South of the Addison Airport.

After meeting with the Addison City Council I am pleased to make the following counter offer:

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The price of
- The Town of Addison will grant Union Pacific a 50-year non-exclusive, non-transferable 50-foot easement to protect Union Pacific's rail operations. Union Pacific agrees to terminate this easement at the end of the 50-year term or when Union Pacific operations cease, whichever comes first.
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- Track crossing rights, including track crossing construction, with all safety features (i.e., gates, lighting, electrical, ect.) at the Inwood / Landmark connection, and track crossing construction, with all safety features (i.e., gates, lighting, electrical, etc.) at the two proposed Arapaho road crossings shall be included as part of the proposed purchase amount. (See attached map for locations)

- **In conjunction with Union Pacific's request for rail easements along the "Wye" tract, The Town of Addison in turn requests Union Pacific grant the Town of Addison a non-exclusive easement Southward to Spring Valley on the Addison Branch of the Cotton Belt Rail Line for the purpose of commuter rail or light rail service which is contemplated by the Town of Addison for future use.**
- **All negotiations, agreements and compensation with DGNO will be taken care of by Union Pacific Railroad Company and be included in the purchase amount stated above.**

If you have any questions, please contact me at (972) 450-7027.

Sincerely,

Ron Whitehead, 

City Manager

Attachments: Location map of referenced intersections.

Addison!

MICHAEL E. MURPHY, P.E.
Director of Public Works
(972) 450-2878
(972) 450-2837 FAX
mmurphy@ci.addison.tx.us E-mail

Town of Addison 16801 Westgrove Dr. P.O. Box 9010, Addison, Texas 75001-9010

SEP

Fax a copy to Pat University

~~Fax~~ - 972-248-0230

Michael
Murphy

JP for
Review

Addison!

MICHAEL E. MURPHY, P.E.
Director of Public Works
(972) 450-2878
(972) 450-2837 FAX
mmurphy@ci.addison.tx.us E-mail

Town of Addison 16801 Westgrove Dr. P.O. Box 9010, Addison, Texas 75001-9010

* As a result of this meeting the Town hired Hipes & Associates to appraise the referenced property. On June 27th, 2000 the attached apprais appraisal was presented to the Addison City Council ~~last~~ during an executive session. It is our ~~goal~~ ^{intent} to present this item ~~for~~ to the City Council ~~in~~ in August of this year for formal approval to initiate land negotiations with Union Pacific.

P → In the interim I have attached a copy of the appraisal prepared by Hipes & Associates for your review.

If you have any questions, please do not hesitate to contact me or members of my staff.

Sincerely

Per

1. Ray Noth
 2. Roger Sobte ^{POBLE}
 3. Lonnie Blades
 4. Ron Whitehead
 5. Chris Terry
 6. Jim Pierce
 7. Bill Stapp
 8. Mike Murphy
- D.A.P.T.
RAIL ISSUES
MEETING

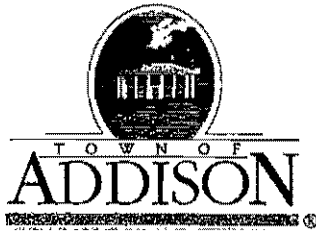
OPTIONS:

(1) AGREE TO PAY U.P.'S REQUEST BUT ADD A STIPULATION THAT WOULD BE BENEFICIAL TO BOTH PARTIES.

IN THIS CASE ASK FOR THEM TO INCLUDE THE INWOOD CROSSING IN THIS AGREEMENT.

(2) WORK W/ DART ~~OR~~ ON OPTION TO ~~BE~~ INCLUDED AS PART OF A LARGER FUTURE ACTION. (NOT GOING TO HAPPEN ANYTIME SOON).

(3) DENY/REJECTION.



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

March 15, 2001

Mr. J. Dennis Miller
Real Estate Department
Union Pacific Railroad
1800 Farnam Street
Omaha, NE 68102

Re: Addison Branch, Quorum Drive Crossing

Dear Mr. Miller:

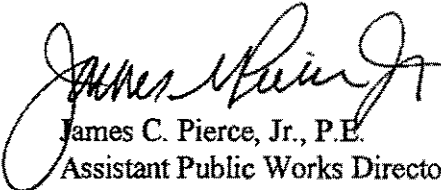
As per your request, this is to transmit the following:

- Exhibit A that shows the Arapaho and Quorum Drive crossing locations
- Metes and Bounds Description and Parcel Map for the Quorum Drive Crossing
- Plan and Profile of the crossing (Sheet 6)
- Color aerial photograph showing the location of the "Wye" relative to the Airport

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

Very truly yours,

Town of Addison



James C. Pierce, Jr., P.E.
Assistant Public Works Director

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

Enclosures

Meeting w Dennis Miller 3-14-01
Re: WYE Purchase Pat H., Ron, Mike, Jeff.

Abandonment of RR a question

Cost per crossing \$ 160K ±

Crossings can be handled as an exhibit
to the Sales agreement

UP will lose income from Bruck Co and that
is why they want to sell it.

Track portion offer \$3.50/ft² = $\begin{array}{r} \$ 443,660 \\ 950,697 \\ \hline 1,394,357 \end{array}$

✓* Send Dennis info on Inwood crossing -

UP will reach resolution with DGND

STB = Surface Transportation Board

✓* Send a photo of WYE too

Propose TRACK PART \$ 3.50/sq. FT - 2.11 ACRES

Nika
FINED TO City Manager



COST OF THE CROSSINGS

CROSSINGS

TOWN OF ADDISON

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

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

March 5, 2001

CROSSING AGREEMENT
WILL HAVE TO BE HANDLED
SEPARATELY.

Mr. J.D. (Dennis) Miller, Manager – Real Estate
Union Pacific Railroad Company
Real Estate Department
1800 Farnam Street
Omaha, Nebraska 68102

COST OF CROSSINGS
SEPA.

RE: Offer for purchase of a 322,779.58 square foot "Wye" Tract of Property located at the West End of the Addison Road/Arapaho Road Intersection near the South End of the Addison Airport Runway in Addison, Texas.

Dear Mr. Miller: WORK OUT PACKAGE AGREEABLE TO BOTH PARTIES.

I have received and reviewed your written sale offer dated December 7, 2000 for \$1,613,900 (\$5.00 per square foot) for a 322,779.58 square foot tract of land located just South of the Addison Airport.

After meeting with the Addison City Council I am pleased to make the following counter offer.

ARE ALREADY
INCLUDED
VALUE OF
THE PROP.
Perpetual
instead of
50yr.

- > The Town of Addison will agree to purchase an approximate 4.5-acre (196,020 sq. ft.) area out of the "Wye" tract of land, for the price of \$4.85 per square foot, totaling \$950,697.00. (See attached exhibit).
- > The Town of Addison will agree to purchase the remaining approximate 2.91-acre (126,760 sq. ft.) area out of the "Wye" tract of land currently occupied by rail structure and operating width, for the price of \$2.00 per square foot, totaling \$253,520.00. (See attached exhibit). COST FOR EACH CROSSING IS \$160,000. DENO WOULD DO CROSSING INSTALLATION.
- > The Town of Addison will grant Union Pacific a 50-year non-exclusive, non-transferable 50-foot easement to protect Union Pacific's rail operations. Union Pacific agrees to terminate or renew this easement at the end of the 50-year term or terminate and abandon the easement if and when Union Pacific operations cease.
- > Union Pacific agrees to maintain and be responsible for all property located within the dedicated easements and will indemnify the Town of Addison against all liability for operations within those dedicated easements, including environmental issues.
- > Track crossing rights, including track crossing construction, with all safety features (i.e., gates, lighting, electrical, ect.) at the Inwood / Landmark connection, and track crossing construction, with all safety features (i.e., gates, lighting, electrical, etc.) at the two proposed Arapaho road crossings shall be included as part of the proposed purchase amount. (See attached map for locations)

2. 950,000

160,000/crossings * 3
3.17 * 2.91
4.85 \$

4.85 3.00

Crossing
COSTS
and r 19 Mts

HP LaserJet 3200se



TDALASERJET 3200
9724502837
MAR-6-2001 09:24

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
421	3/ 6/2001	09:19:23	Send	99722480230	5:07	6	OK

TOWN OF
ADDISON

PUBLIC WORKS

To: PAT Haggerty From: Michael E. Murphy, P.E.
Director of Public Works
Company: _____
FAX #: 9-248-0230 Phone: 972/450-2878
Date: 3-6-01 Fax: 972/450-2837
No. of pages (including cover): 6 16801 Westgrove
P.O. Box 9010
Addison, TX 75001-9010

COWLES & THOMPSON
A Professional Corporation
ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: March 5, 2001

Time: _____

Total Number of Pages (including this sheet): 4

Normal/Rush: Normal

Client/Matter #: 3195/25211

TO: (1) **Mike Murphy, P.E.**

FAX: 972.450.2837

FROM: Ken C. Dippel

Direct Dial #: (214) 672-2158

MESSAGE:

**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.

**TOWN OF
ADDISON**

PUBLIC WORKS

To: *Ken Dippel*

From: **Michael E. Murphy, P.E.
Director of Public Works**

Company: _____

Phone: 972/450-2878

FAX #: *214 672 2020*

Fax: 972/450-2837

Date: _____

No. of pages (including cover): *3*

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

I approve of this draft letter from Ron W. to Dennis Miller.
M. Murphy

MAR 02 2001 15:15

TOALASERJET 3200

9724502837

p. 2

**PUBLIC WORKS DEPARTMENT**

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

March 5, 2001

Mr. J.D. (Dennis) Miller, Manager – Real Estate
 Union Pacific Railroad Company
 Real Estate Department
 1800 Farnam Street
 Omaha, Nebraska 68102

DRAFT*3/2/2001*

RE: Offer for purchase of a 322,779.58 square foot "Wye" Tract of Property located at the West End of the Addison Road/Arapaho Road Intersection near the South End of the Addison Airport Runway in Addison, Texas.

Dear Mr. Miller:

I have received and reviewed your written sale offer dated December 7, 2000 for \$1,813,900 (\$5.00 per square foot) for a 322,779.58 square foot tract of land located just South of the Addison Airport.

After meeting with the Addison City Council I am pleased to make the following counter offer:

- The Town of Addison will agree to purchase an approximate 4.5-acre (198,020 sq. ft.) area out of the "Wye" tract of land, for the price of \$4.85 per square foot, totaling \$950,697.00. (See attached exhibit).
- The Town of Addison will agree to purchase the remaining approximate 2.91-acre (126,760 sq. ft.) area out of the "Wye" tract of land currently occupied by rail structure and operating width, for the price of \$2.00 per square foot, totaling \$253,520.00. (See attached exhibit).
- The Town of Addison will grant Union Pacific a 50-year non-exclusive, non-transferable 50-foot easement to protect Union Pacific's rail operations. Union Pacific agrees to terminate this easement at the end of the 50-year term or when Union Pacific operations cease, whichever comes first.
- Union Pacific agrees to maintain and be responsible for all property located within the dedicated easements and will indemnify the Town of Addison against all liability for operations within those dedicated easements, including environmental issues.
- Track crossing rights, including track crossing construction, with all safety features (i.e., gates, lighting, electrical, ect.) at the Inwood / Landmark connection, and track crossing construction, with all safety features (i.e., gates, lighting, electrical, etc.) at the two proposed Arapaho road crossings shall be included as part of the proposed purchase amount. (See attached map for locations)

MAR 02 2001 15:15

TOALASERJET 3200

9724502037

p. 3

DRAFT3/2/2001

Union Pacific "Counter Offer"

Page 3 03/02/2001

- In conjunction with Union Pacific's request for rail easements along the "Wye" tract, the Town of Addison in turn requests Union Pacific grant the Town of Addison a non-exclusive easement southward to Spring Valley Road on the Addison Branch of the Cotton Belt Rail Line for the purpose of future commuter rail or light rail service which is contemplated by the Town of Addison.
- All negotiations, agreements and compensation with DGNO will be taken care of by Union Pacific Railroad Company and be included in the purchase amount stated above.

If the above terms are agreeable, we recommend retaining the services of a Registered Public Land Surveyor, acceptable to both parties, for final determination of the area of land acquisition.

If you have any questions, please contact me at (972) 450-7027.

Sincerely,

Ron Whitehead
City Manager

Attachments: Location map of referenced intersections.

Total
 \$1,204,216

 4.5 @ 4.85
 2.9 @ 2.00

DRAFT

Mr. J.D. (Dennis) Miller, Manager – Real Estate
 Union Pacific Railroad Company
 Real Estate Department
 1800 Farnam Street
 Omaha, Nebraska 68102

[43,560 sq ft / ac]

February 27, 2001

RE: Offer for purchase of 322,779.58 square feet of "Wye" Tract Property located at the West End of the Addison Road/Arapaho Road Intersection near the South End of the Addison Airport Runway in Addison, Texas.

Dear Mr. Miller:

I have received and reviewed your written sale offer dated December 7, 2000 for \$1,613,900 (\$5.00 per square foot) for a 322,779.58 square foot tract of land located just South of the Addison Airport.

~~I am pleased to make the proposal of the following counter offer~~
 After meeting with the Addison City Council I have been authorized to make the following counter offer:

- The Town of Addison will agree to purchase the 4.5 acre "WYE" Tract of land for the price of \$4.85 per square foot, totaling \$950,697.00
- The Town of Addison will purchase the 2.91 acres (126,760 sq. feet) tract of land that the track and necessary operating width currently occupy, for \$2.00 per square foot, totaling \$253,519.
- The Town of Addison will grant Union Pacific a (25) 50-foot easement to protect its rail operations. Union Pacific agrees to abandon the (25) 50-foot easement when rail operations cease. Union Pacific will maintain all property located within the 2.91 acre area.
- Track crossing rights, including track crossing construction, with all safety features (i.e., gates, lighting, electrical, etc.) at the Inwood / Landmark connection, and, track crossing construction, with all safety features (i.e., gates, lighting, electrical, etc.) at the two proposed Arapaho Road crossings shall be included as part of the proposed purchase amount. (See attached map for locations)
- All negotiations, agreements and compensation with DGNO will be taken care of by Union Pacific Railroad Company and shall be included in the purchase amount stated above.

UNION PACIFIC which will abandon

will indemnify the City from all operations

IF WE ARE ABLE TO RENEW AN AGREEMENT IT WILL BE CONTINGENT TO APPROVAL
 If you have any questions, please contact me at (972) 450-7027.

By ADDISON CITY COUNCIL.

Sincerely,

NON-EXCLUSIVE NON TRANSFERABLE

Ron Whitehead
 City Manager
 Attachments: Location map of referenced intersections.

} ISSUES of
 } RAIL
 950, 1. LIABILITY
 2. INDEFINITE EASEMENT
 3. INDEFINITE TOWN
 4. NON-EXCLUSIVE EASEMENT
 50yr.

They Grant us an EASEMENT
 on Cotton Belt to Spring Valley.
 For some use of their line.

APPRAISED TO JUST GO THRU THE SITE.

3/1/2001

HAVE HIPS EVALUATE THE BRICK BLD G. CAR DEALERSHIP.

BRICK STORAGE HAS AN ANNUAL LEASE ON YARD.

DGND SERVES A PAPER COMPANY



Michael Murphy

From: Lonnie Blaydes [LBLAYDES@dart.org]
Sent: Friday, February 23, 2001 10:58 AM
To: mmurphy@ci.addison.tx.us
Cc: Janis Seidner
Subject: Re: rail crossings

Mike:

Sorry for taking longer on this than I should have.

I'd suggest Addison respond by not offering to buy the property under the tracks, or if Addison buys the property under the tracks, do so at a reduced per square foot price. The reason being that it is encumbered with the existing rail use, which is substantial. You also could offer to pay a reduced value for the land under the track now, and pay the full value if and when the track is ever abandoned to rail use.

On the crossing protection, I suggest Addison offer to put up \$300,000.00, to be matched by UP from proceeds from this sale and DART (DART's contribution is what Addison has already pledged to DART for improvements as a result of Spectrum Dr.). All the pledged \$900,000.00 would be spent for grade crossing protection upgrades on the Cotton Belt and the Spur in Addison.

For the three new crossings, Addison needs UP's approval to install the crossings at Addison's expense as part of this transaction. Any DGNO approval, or DGNO alternative track requirements, should be UP's responsibility, as the current owner of the property. In other words, DGNO is UP's tenant now, and you (Addison) insist that you buy the property with no restrictions or further payment or arrangements with DGNO.

Again, sorry I'm late with this.

Lonnie

>>> <mmurphy@ci.addison.tx.us> 01/30/2001 9:39:28 AM >>>
Lonnie,

Have you had a chance to review the attached.

<<Union pacific offer jan 2001.doc>>

Thanks....

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

DRAFT

Mr. J.D. (Dennis) Miller, Manager – Real Estate
Union Pacific Railroad Company
Real Estate Department
1800 Farnam Street
Omaha, Nebraska 68102

February 21, 2001

RE: Offer for purchase of 322,779.58 square foot "Wye" Track of Property located at the West End of the Addison Road/Arapaho Road Intersection near the South End of the Addison Airport Runway in Addison, Texas.

Dear Mr. Miller:

I have received and reviewed your written sale offer dated December 7, 2000 for \$1,613,900 (\$5.00 per square foot) for a 322,779.58 square foot tract of land located just South of the Addison Airport.

After meeting with the Addison City Council I have been authorized to make the following counter offer:

- The Town of Addison will agree to purchase the 322,779.58 square foot "WYE" Track of land and grant the requested operating easements for the price of \$4.85 per square foot, totaling \$1,565,480.
- Track crossing rights, including track crossing construction, with all safety features (i.e., gates, lighting, electrical, ect.) at the Inwood / Landmark connection and the Arapaho Road "wye" crossings shall be included as part of the proposed purchase amount. (See attached map for locations)
- Union Pacific will maintain all property located within the proposed rail easements.
- All negotiations, agreements and compensation with DGNO will be taken care of by Union Pacific Railroad Company and be included in the purchase amount stated above.

If you have any questions, please contact me at (972) 450-7027.

Sincerely,

Ron Whitehead
City Manager
Attachments: Location map of referenced intersections.

DRAFT

Mr. J.D. (Dennis) Miller, Manager – Real Estate
Union Pacific Railroad Company
Real Estate Department
1800 Famam Street
Omaha, Nebraska 68102

February 21, 2001

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Dear Mr. Miller:

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After meeting with the Addison City Council I have been authorized to make the following counter offer:

- **The Town of Addison will agree to purchase the 322,779.58 square foot “WYE” Track of land and grant the requested operating easements for the price of \$4.85 per square foot, totaling \$1,565,480.**
- **Track crossing rights, including track crossing construction, with all safety features (i.e., gates, lighting, electrical, ect.) at the Inwood / Landmark connection and the Arapaho “wye” crossings shall be included as part of the proposed purchase amount. (see attached map for locations)**
- **Union Pacific will maintain all property located within the proposed rail easements.**
- **All negotiations, agreements and compensation with DGNO will be taken care of by Union Pacific Railroad Company and be included in the purchase amount stated above.**

If you have any questions, please contact me at (972) 450-7027.

Sincerely,

Ron Whitehead
City Manager
Attachments: Location map of referenced intersections.

October 17, 2000

Mr. J. Dennis Miller
Real Estate Department
Union Pacific Railroad
1800 Farnam Street
Omaha, NE 68102

**Re: Letter of Commitment to Purchase Union Pacific Parcel + 4.5
Acres Located at West End of the Addison Road/Arapaho Road
Intersection, Town of Addison, Dallas County, Texas**

Dear Mr. Miller:

In my letter to you dated August 21, 2000, I advised you that City Council had authorized me to make an offer for the purchase of the subject property, including all crossing rights.

Based on several contributing factors including our desire to pursue other options please accept letter as notice that we hereby withdraw our offer.

We appreciate the time and effort that you have put into this project, and hope that we will have the opportunity to work with you again in the future.

Sincerely,

Ron Whitehead
City Manager

21 August 2000

Union Pacific Railroad
Real Estate Department
1800 Farnam Street
Omaha, Nebraska 68102

ATTENTION

DENNIS MILLER, MANAGER-REAL ESTATE

RE

LETTER OF COMMITMENT TO PURCHASE UNION
PACIFIC RAILROAD PARCEL \pm 4.5 ACRES
LOCATED AT WEST END OF THE ADDISON ROAD/
ARAPAHO ROAD INTERSECTION, TOWN OF
ADDISON, DALLAS COUNTY, TEXAS

Dear Mr. Miller:

The City Council has authorized me to make an offer for the purchase of the subject property, including all Crossing Rights. In accordance with the appraisal, the Town of Addison will consider paying the full market value of \$950,697.

Please inform Pat Haggerty, our Representative, if this meets with your approval. If so, purchasing approval for the property will be presented to the City Council at ~~their~~ *the* ~~regularly scheduled meeting on Tuesday, 12 September 2000, or Tuesday, 26 September 2000.~~ *EARLIEST POSSIBLE DATE.*

Sincerely,

Ron Whitehead
City Manager

RW:MEM:sf

Page 2
Dennis Miller

28 July 2000

Union Pacific Railroad
Real Estate Department
1800 Farnam Street
Omaha, Nebraska 68102

ATTENTION

DENNIS MILLER, MANAGER-REAL ESTATE

RE

LETTER OF COMMITMENT TO PURCHASE UNION
PACIFIC RAILROAD PARCEL + 4.5 ACRES
LOCATED AT WEST END OF THE ADDISON ROAD/
ARAPAHO ROAD INTERSECTION, TOWN OF
ADDISON, DALLAS COUNTY, TEXAS

Dear Mr. Miller:

Thank you for attending our meeting regarding land acquisition discussions between the Town of Addison and Union Pacific Railroad.

As a result of this meeting, the Town hired Hipes & Associates to appraise the referenced property. On 27 June 2000, the Appraisal was presented to the Addison City Council during an executive session. It is our intent to present this item to the City Council in August of this year for formal approval to initiate land negotiations with Union Pacific.

In the interim, I have attached a copy of the Appraisal prepared by Hipes & Associates for your review. Please note that the appraised value includes crossing rights at both the east and west sides of the "y" section of the tracks.

Also, during our meeting, the topic of the Town of Addison purchasing the Addison Branch of the Union Pacific Line was discussed with the end result being abandonment by Union Pacific and their leaseholder. I would like to confirm the Town's strong support for pursuing such an opportunity. We look forward to working with you to make this happen.

Page 2
Dennis Miller

If you have any questions, please do not hesitate to contact members of my Staff or myself.

Sincerely,

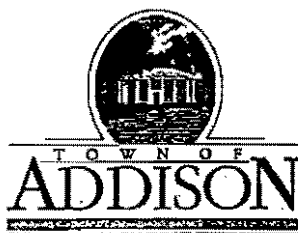
Ron Whitehead, City Manager
Town of Addison

Attachment:
(1) Appraisal Report

cc: Chris Terry, Assistant City Manager
Mike Murphy, Director of Public Works

COPY

UNION-PACIFIC



OFFICE OF THE CITY MANAGER

(972) 450-7000 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

July 14, 2000

~~Ms. Ola L. Assem
P.O. Box 191103
Dallas, TX 75219-8103~~

UNION PACIFIC

including crossing rights

Re: ~~15115 Surveyor Boulevard~~

Dear Ms. Assem: ~~DEAR~~ MR. MILLER

The City Council has authorized me to make an offer for the purchase of your property at ~~15115 Surveyor Boulevard~~. In accordance with the appraisal, the Town of Addison will consider paying the full market value or \$1,750,000.

950,697

Please inform Pat Haggerty, our representative if this meets with your approval. If so, purchasing approval for the property will be presented to the City Council at their regularly scheduled meeting on Tuesday, ~~August 8, 2000~~.

Sincerely,

Ron Whitehead
City Manager

RW:mc

10 July 2000

Union Pacific Railroad
Real Estate Department
1800 Farnam Street
Omaha, Nebraska 68102

ATTENTION

DENNIS MILLER, MANAGER-REAL ESTATE

RE

LETTER OF COMMITMENT TO PURCHASE UNION
PACIFIC RAILROAD PARCEL ± 4.5 ACRES
LOCATED AT WEST END OF THE ADDISON ROAD/
ARAPAHO ROAD INTERSECTION, TOWN OF
ADDISON, DALLAS COUNTY, TEXAS

Dear Mr. Miller:

Thank you for attending our meeting regarding land acquisition discussions between the Town of Addison and Union Pacific Railroad.

As a result of this meeting, the Town hired Hipes & Associates to appraise the referenced property. On 27 June 2000, the Appraisal was presented to the Addison City Council during an executive session. *We expect* it is our intent to present this item to the City Council in August of this year for formal approval to initiate land negotiations with Union Pacific. *will approve this offer in our August meeting as long as there is no additional cost for crossings.* In the interim, I have attached a copy of the Appraisal prepared by Hipes & Associates for your review.

Also, during our meeting, the topic of the Town of Addison purchasing the Addison Branch of the Union Pacific Line was discussed with the end result being abandonment by Union Pacific and their leaseholder. I would like to confirm the Town's strong support for pursuing such an opportunity. We look forward to working with you to make this happen.

Page 2
Dennis Miller

If you have any questions, please do not hesitate to contact me or members of my Staff.

Sincerely,

Ron Whitehead, City Manager
Town of Addison

Attachment:
(1) Appraisal Report

cc: Chris Terry, Assistant City Manager
Mike Murphy, Director of Public Works

Campbell Company of Dallas, Inc.

16475 Dallas Parkway, Suite 700

Addison, Texas 75001

Phone: (972)248-8888

Fax: (972)248-0230

TO: Mike Murphy

FROM: Pat Haggerty

FAX NUMBER: 972-450-2837

SUBJECT: _____

Pages including cover page: _____

Comments _____

If you experience any difficulty in receiving this fax, please call (972)248-8888

HP LaserJet 3100
Printer/Fax/Copier/Scanner

SEND CONFIRMATION REPORT for
TOWN OF ADDISON
9724502837
Jul-11-00 3:15PM

Job	Start Time	Usage	Phone Number or ID	Type	Pages	Mode	Status
246	7/11 3:14PM	1'12"	7043.....	Send.....	4/ 4	EC 96	Completed.....

Total 1'12" Pages Sent: 4 Pages Printed: 0

TOWN OF
ADDISON

PUBLIC WORKS

To: Michel

From: MIKE MURPHY

Company: _____

Phone: 972/450-_____

FAX #: 7043

FAX: 972/450-2837

Date: _____

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

of pages (including cover): 4

Re:

ATTACHED ARE BT HIGGERTY'S COMMENTS ON
THE RAIL ROAD LETTER.

ml

TOWN OF
ADDISON

PUBLIC WORKS

To: MICHEL

From: MIKE MURPHY

Company: _____

Phone: 972/450-_____

FAX #: 7043

FAX: 972/450-2837

Date: _____

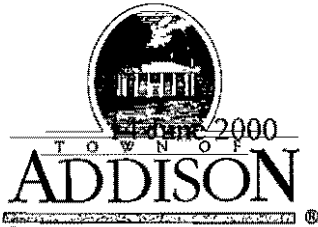
16801 Westgrove
P.O. Box 9010
Addison, TX 75001-9010

of pages (including cover): 4

RON,

ATTACHED ARE PAT HAGGERTY'S COMMENTS ON
THE RAIL ROAD LETTER.

MIK



OFFICE OF THE CITY MANAGER

(972) 450-7000 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

Union Pacific Railroad
Real Estate Department
1800 Farnam Street
Omaha, Nebraska 68102

ATTENTION

DENNIS MILLER, MANAGER-REAL ESTATE

RE

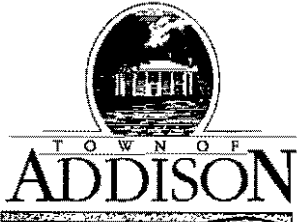
LETTER OF COMMITMENT TO PURCHASE UNION
PACIFIC RAILROAD PARCEL + 4.5 ACRES
LOCATED AT WEST END OF THE ADDISON ROAD/
ARAPAHO ROAD INTERSECTION, TOWN OF
ADDISON, DALLAS COUNTY, TEXAS

Dear Mr. Miller:

Thank you for attending our meeting regarding land acquisition discussions between the Town of Addison and Union Pacific Railroad.

As a result of this meeting, please consider this as the Letter of Commitment from the Town of Addison to acquire the referenced property from Union Pacific Railroad. Based on the attached Appraisal prepared by Hipes and Associates, our proposed offer is for \$4.85 per square foot or approximately \$950,697.00 for a 4.5 acre tract.

*
Also, during our meeting, the topic of the Town of Addison purchasing the Addison Branch of the Union Pacific Line was discussed with the end result being abandonment by Union Pacific and their leaseholder. I would like to confirm the Town's strong support for pursuing such an opportunity. We look forward to working with you to make this happen. ~~As discussed in our meeting, we will begin the preliminary appraisal process to valuate the rights-of-way along this corridor.~~



OFFICE OF THE CITY MANAGER

(972) 450-7000 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

30 May 2000

10 Copies

Union Pacific Railroad
Real Estate Department
1800 Farnam Street
Omaha, Nebraska 68102

ATTENTION

DENNIS MILLER, MANAGER-REAL ESTATE

RE

LETTER OF COMMITMENT TO PURCHASE UNION
PACIFIC RAILROAD PARCEL + 4.5 ACRES
LOCATED AT WEST END OF THE ADDISON ROAD/
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be more specific

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preliminary
pursuing such opportunity.

evaluate