

MARTIN FROST  
24TH DISTRICT, TEXAS

1236 LONGWORTH HOUSE OFFICE BUILDING  
WASHINGTON, D.C. 20515  
(202) 225-3605

RULES COMMITTEE

**Congress of the United States**  
**House of Representatives**  
Washington, D.C. 20515

DISTRICT OFFICES:  
DALLAS, TEXAS 75208  
 OAK CLIFF BANK TOWER, ROOM 1319  
400 SOUTH ZANG BOULEVARD  
(214) 941-6032  
GRAND PRAIRIE, TEXAS 75050  
 211 WEST MAIN, ROOM 106  
(214) 262-1503  
ARLINGTON, TEXAS 75011  
 611 RYAN PLAZA DRIVE, ROOM 717  
(817) 265-7759  
PLEASE REPLY TO  
OFFICE CHECKED

4 March 1980

Mr. John, H. Ahearne, Chairman  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555

RE: Region IV Office  
(GSA Lease #GS-07B-10271)

Dear Mr. Ahearne:

I am writing as a follow-up to our telephone conversation earlier today regarding the Nuclear Regulatory Commission's Region IV Office located in Arlington, Texas in my congressional district.

About a year ago, there was some question about whether the NRC Region IV Office would remain in Arlington or would be removed to Fort Worth, Texas, a distance of about 15 miles. On 11 July 1979 I received a letter from your predecessor Joseph M. Hendrie stating that a decision had been made to leave the Regional Office in Arlington and that "as an outgrowth of that meeting, we have formally requested GSA to negotiate a two-year extension of the present lease." (Copy enclosed.) The existing lease on the space in Arlington was for an original term of five years and expires this spring. This original lease contained a renewal figure negotiated five years ago which is extremely low in terms of the existing market.

Stanley Agee, Executive Vice President of Ryan Management Company, the firm that manages the building where the office is currently located, notified the Regional Office of GSA on February 4th that Ryan Management Company did not wish to honor the renewal rate specified in the original lease and accordingly he was formally terminating the lease. He went on to say in the same letter, "It is not our goal to have the NRC vacate our building, but rather, it is to renegotiate our rental income." (Copy enclosed.) It is clear that Mr. Agee was and is willing to negotiate with the GSA to arrive at a figure that would be fair to all concerned. The GSA, however, has refused to negotiate with Mr. Agee and quickly accepted his formal termination of the lease. Charles D. Thomas, Director, Space Management Division, of Region VII of the GSA wrote Karl Seyfrit on 15 February 1980 notifying your Regional Office that the Arlington office would be moved to Fort Worth. (Copy enclosed.) It does not appear to me that the Regional Office of the GSA has approached this matter in a fully professional manner and that they

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Mr. John H. Ahearne

4 March 1980

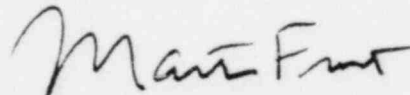
Page 2, cont.

certainly are not honoring the spirit of Mr. Hendrie's letter of 11 June 1979 to me. I would appreciate your prompt examination of this entire situation and hope to hear back from you shortly.

It is important that this matter be resolved immediately as it is my understanding that the great majority of the employees in the NRC Regional Office in Arlington do not wish to move and that the building GSA has picked out in Fort Worth is not, in fact, ready for occupancy by your Agency.

Thank you for your attention to this matter.

Sincerely,



Martin Frost

MF/bs  
Enc(3)

cc: Mr. Stan Agee  
Ryan Management Company  
611 Ryan Plaza Drive, Suite 620  
Arlington, Texas 76011

2900

UNITED STATES  
NUCLEAR REGULATORY COMMISSION  
WASHINGTON, D. C. 20555

June 11, 1979



CHAIRMAN

The Honorable Martin Frost  
United States House of Representatives  
Washington, D. C. 20515

Dear Congressman Frost:

This is in response to your May 1, 1979 letter regarding the proposal of the GSA Regional Office to relocate our Region IV Office from Arlington, Texas to Ft. Worth.

On May 18 members of the NRC staff met with GSA Headquarters personnel to discuss the extent to which implementation of that proposal would affect the ability of the NRC Regional Office to perform its mission. As an outgrowth of that meeting, we have formally requested GSA to negotiate a two year extension of the present lease.

Thank you for your interest in this matter and we will keep you informed as to the outcome of our most recent request.

Sincerely,

A handwritten signature in cursive script that reads "Joseph M. Hendrie".

Joseph M. Hendrie

Dupe of  
7908030376



613 Taylor Street  
Fort Worth, TX 76102

Date : February 15, 1980

Reply to  
Attn of : 7FRU

Subject: Termination of Lease GS-07B-10271, Nuclear Regulatory Commission, Parkway  
Central Plaza, Arlington, Texas

To : Mr. Karl V. Seyfrit  
Director, Region IV  
Nuclear Regulatory Commission  
611 Ryan Plaza Drive, Suite 1000  
Arlington, TX 76011

As you know, the subject lease was renewed on February 12, 1980, for five years. However, the lessor has chosen to exercise his right of termination and has given written notice that the lease will terminate on April 7, 1980.

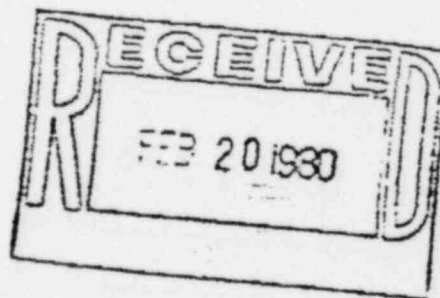
It is planned now that your offices will be moved into space in the T&P Building in Fort Worth, Texas, where there is sufficient vacant space. We will need your current space requirements so that this space may be prepared as rapidly as possible.

If there are any questions, please contact Howard Cappel on FTS 334-2528.

*Charles D. Thomas*  
CHARLES D. THOMAS

Director, Space Management Division (7FR)  
Public Buildings Service

*Please give to Martin*



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*RECEIVED*

# Ryan Management Company

A WHOLLY OWNED SUBSIDIARY OF RYAN MORTGAGE COMPANY  
611 RYAN PLAZA DRIVE - SUITE 620 ARLINGTON, TEXAS 76011 817-255-3189

STANLEY D. AGEE  
EXECUTIVE VICE-PRESIDENT

February 4, 1980

Ms. Betty King  
Space Management Division  
General Services Administration, Region 7  
819 Taylor Street  
Fort Worth, Texas 76102

RE: GSA Lease No. GS-07B-10271

Dear Ms. King:

In accordance with our lease dated January 13, 1975, referenced above and Supplemental Agreement #1, dated May 30, 1975, and specifically Paragraph 4 thereof, we are hereby exercising our option to terminate the lease with GSA as to Space A only.

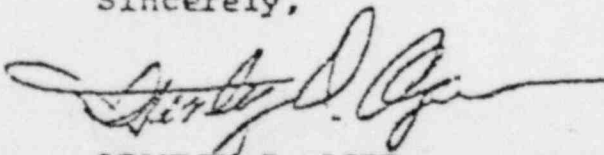
In accordance with the termination provision, the termination date is April 7, 1980. That date is at least sixty (60) days from the day after mailing of this notice, and it is after February 12, 1980.

Actually, Ms. King, it is not our goal to have the NRC vacate our building, but rather, it is to renegotiate our rental income. As the matter now stands, the rental amount now being paid on Space A is under our cost and substantially under market rate. We are more than willing to renegotiate at the annual market rental amount of \$229,114.05 with a CPI and real estate escalator clause.

I feel that it is timely to point out that if our Lease Agreement on Space A had contained a CPI and real estate escalator clause from the beginning, as we had desired originally, the amount of rent that GSA would now be paying would be approximately the same as that stated above, and this notice would not be necessary.

At your earliest convenience, I will be pleased to discuss the matter with you.

Sincerely,



STANLEY D. AGEE  
/tlg

*Please give to Martin*  
*(Tony Anderson)*