

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



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214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

July 15, 2004

Ms. Carmen Moran
City Secretary
City Manager's Office
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Parcel 8 (Outback Steakhouse), Addison Widening of Road Project

Dear Carmen:

Enclosed in connection with the above-referenced property are the following original documents:

1. Recorded Easement Agreement; and
2. Title Policy issued by First American Title Insurance Company.

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

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

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

EASEMENT AGREEMENT

This Agreement is made and entered into by and between Outback Steakhouse of Florida, Inc. ("Grantor"), and the Town of Addison, Texas (the "Town").

2909814

4641408
06/01/04

\$28.00 Deed

WITNESSETH:

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

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

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Outback Steakhouse of Florida, Inc., and the Town of Addison agree as follows:

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

2. **Consideration**. This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Nine Thousand Two Hundred Eighty Two and No/100 dollars (\$9,282.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

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

A. The Easement, together with all of its rights and privileges, may be used by the Town, its employees, contractors, agents, successors, and assigns in connection with activities relating to the construction, placement, installation, reconstruction, relocation, alteration, operation, use, inspection, maintenance, improvement, and modification of landscaping, irrigation, lighting, utility, sidewalk, or other parkway improvements. The Town may perform all excavation, boring, backfilling, embedding, drilling, grading, and other construction activities as the Town from time to time deems necessary, appropriate, or desirable in the Town's reasonable discretion, with respect to the Project and the improvements within the Easement. The Town shall, at all times, have the right of ingress and egress to and from the Easement and the Easement Property as the Town may deem necessary, appropriate, or desirable. The Town shall be solely responsible for and the Town agrees to, at its sole cost and expense, relocate or alter the storm sewer outlet currently located within the Easement in any way necessary in connection with the Project. The Town acknowledges and confirms that, except as may be otherwise agreed by the parties, the Grantor's existing sign, which is not within the easement Property, does not need to be and will not be relocated.

B. Grantor acknowledges and agrees as follows:

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

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

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

D. The Town agrees that all work to be performed by or for the Town in the Easement shall be performed in a good and workmanlike manner, and that no lien for work performed as part of the Project shall be placed upon the Easement.

E. The Town shall indemnify and hold harmless Grantor from and against any an all liability, actions, causes of action, damages, claims, lawsuits, judgments, costs and expenses for personal injury or property damage suffered by any person to the extent that such injury or damage may be caused by any negligent act of the Town in connection with work performed by

or for the Town under this agreement; provided, however, that such indemnity is provided by the Town without waiving any immunity that it may be entitled to, and further such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort claims Act. In providing this indemnity, the Town is not waiving any defense afforded by federal or Texas law, and this indemnity is solely for the benefit of Grantor and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

F. The Town shall name Grantor as an additional insured on its insurance policy for purposes of protecting Grantor against any claims, liabilities, losses or suits arising out of or in connection with work performed by or for the Town during the construction of the Project in the Easement Area.

4. **Access.** Construction shall be conducted in a manner that will maintain or provide at least one point of access to Addison Road from the Remainder at all times during such construction.

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

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

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

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

9. **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary

resolutions or other act extending such authority have been duly passed and are now in full force and effect.

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

Executed this 5th day of January, 2004

GRANTOR:

Outback Steakhouse of Florida, Inc.

By: _____

Print Name: Carl W. Sahsten

Title: Senior Vice President

Executed this 28 day of January, 2004

TOWN OF ADDISON

By: _____

Ron Whitehead, City Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

§
§

BEFORE ME, the undersigned notary public in and for said county and state, on this 5th day of January, 2004, personally appeared Carl W. Sahlsten, Senior Vice President of Outback Steakhouse of Florida, Inc., a Florida corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Andrea M. Barker
Notary Public in and for the State of Florida

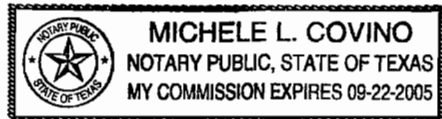


STATE OF TEXAS
COUNTY OF DALLAS

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§

BEFORE ME, the undersigned notary public in and for said county and state, on this 28th day of January, 2004, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.



Michele L. Covino
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

09.22.05

[SEAL]

TOWN OF ADDISON, TEXAS
FIELD NOTE DESCRIPTION
FOR
OUTBACK STEAKHOUSE OF FLORIDA, INC.
(PARKWAY EASEMENT)

BEING a parcel of land out of a 1.3774 acre tract of land located in the G. W. Fisher Survey, Abstract No. 482, in the Quorum Centre Addition, an addition to the Town of Addison, Texas, conveyed to Outback Steakhouse of Florida, Inc. by a deed now record in Volume 93046, Page 1218, of the Deed Records of Dallas County, Texas, said parcel of land being more particularly described as follows:

BEGINNING at a point in south line of said 1.3774 acre tract and in the north line of a tract of land conveyed to Snadon\Branscome Joint Venture No.1 by a deed now of record in Volume 84067, Page 5718 of the Deed Records of Dallas County, Texas, said point being N 89°43'00" W, 263.54 feet from a 5/8" iron rod found marking the southeast corner of the said 1.3774 acre tract;

THENCE, N 89°43'00" W, along the north property line of the said Snadon\Brascome tract and the south property line of the said 1.3774 acre tract, a distance of 8.00 feet to a point for a corner, said point being in the east line of tract of land 12 foot wide right-of-way dedication to the Town of Addison for Addison Road and in the west property line of the said 1.3774 acre tract;

THENCE, N00°17'00" E, along the east line of the said Town of Addison right-of-way dedication and the west line of the said 1.3774 acre tract, a distance of 221.00 feet to a point for a corner, said point being in the north line of the said 1.3774 tract and the south line of a tract of land conveyed to Rail Hotels Corporation as recorded in Volume 99024, Page 1020 of the Deed Records of Dallas County, Texas, said point also being N 89°23'49" E, a distance of 11.92 feet to a "X" found marking the east right-of-way line of Addison Road and the southwest corner of the said Rail Hotels tract;

THENCE, S 89°43'00" E, along the north line of the said 1.3774 acre tract and the south line of the said Rail Hotels tract, a distance of 8.00 feet to a point for a corner;

THENCE, S 00°17'00" W, being at all times parallel and at a perpendicular distance of 8 feet to the west property line of the said 1.3774 acre tract and the east line of the said Town of Addison right-of-way dedication, a distance of 221.00 feet to the Point of Beginning, and containing 1,768.00 square feet (0.041 acres) of land.



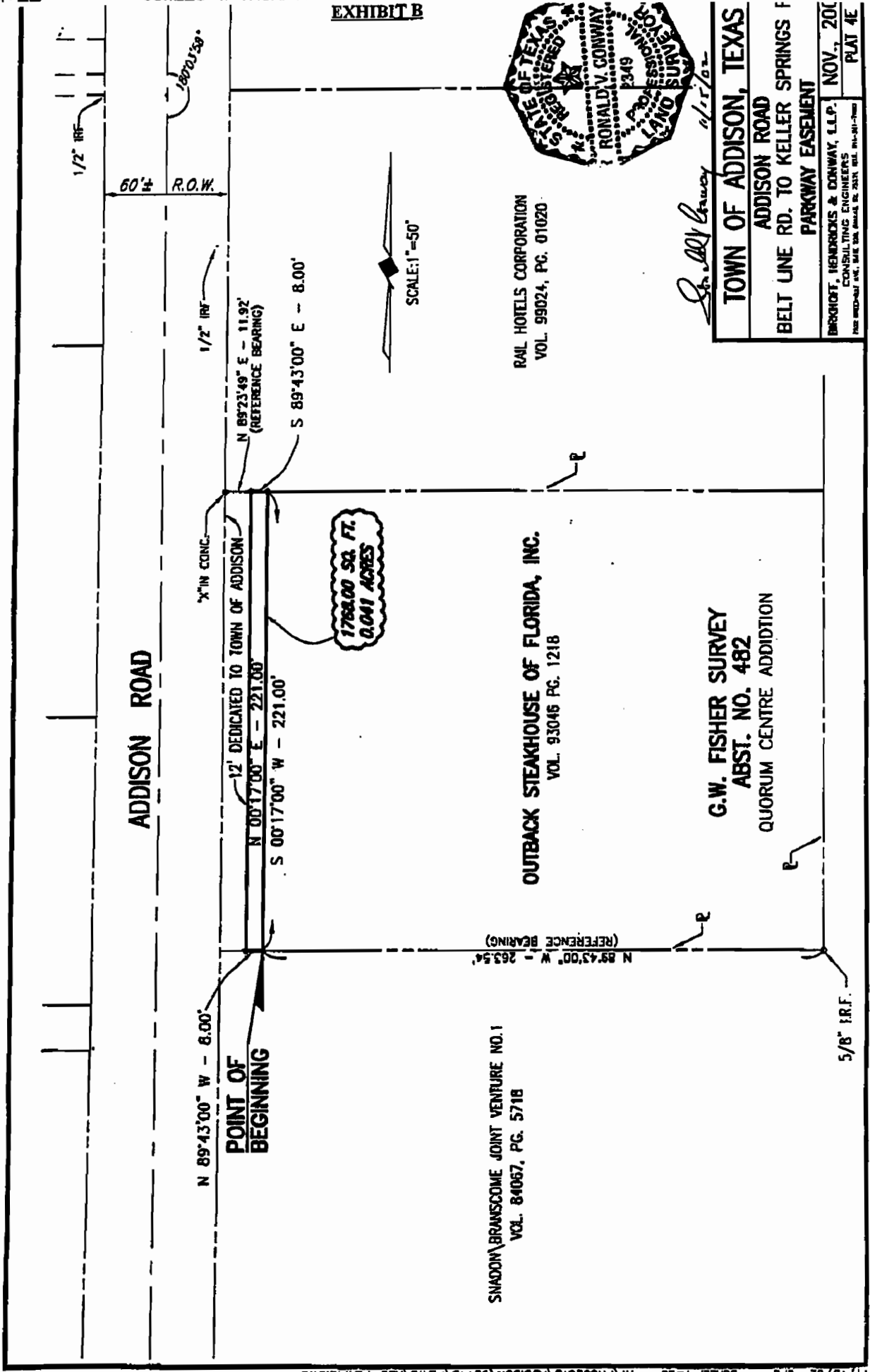
Ronald V. Conway
11/15/02

EXHIBIT B



Ronald V. Conway
11/17/02

TOWN OF ADDISON, TEXAS	NOV. 7, 200
ADDISON ROAD	PLAT #E
BELT LINE RD. TO KELLER SPRINGS F	
PARKWAY EASEMENT	
BRIDGHOFF, HENDRICKS & CONWAY, L.L.P.	
CONSULTING ENGINEERS	
1000 W. BELT LINE RD. SUITE 200 ADDISON, TX 75010	



RAIL HOTELS CORPORATION
VOL. 99024, PG. 01020

OUTBACK STEAKHOUSE OF FLORIDA, INC.
VOL. 93046 PG. 1218

G.W. FISHER SURVEY
ABST. NO. 482
QUORUM CENTRE ADDITION

SHADDON BRANSOME JOINT VENTURE NO. 1
VOL. 84057, PG. 571B

200410514875

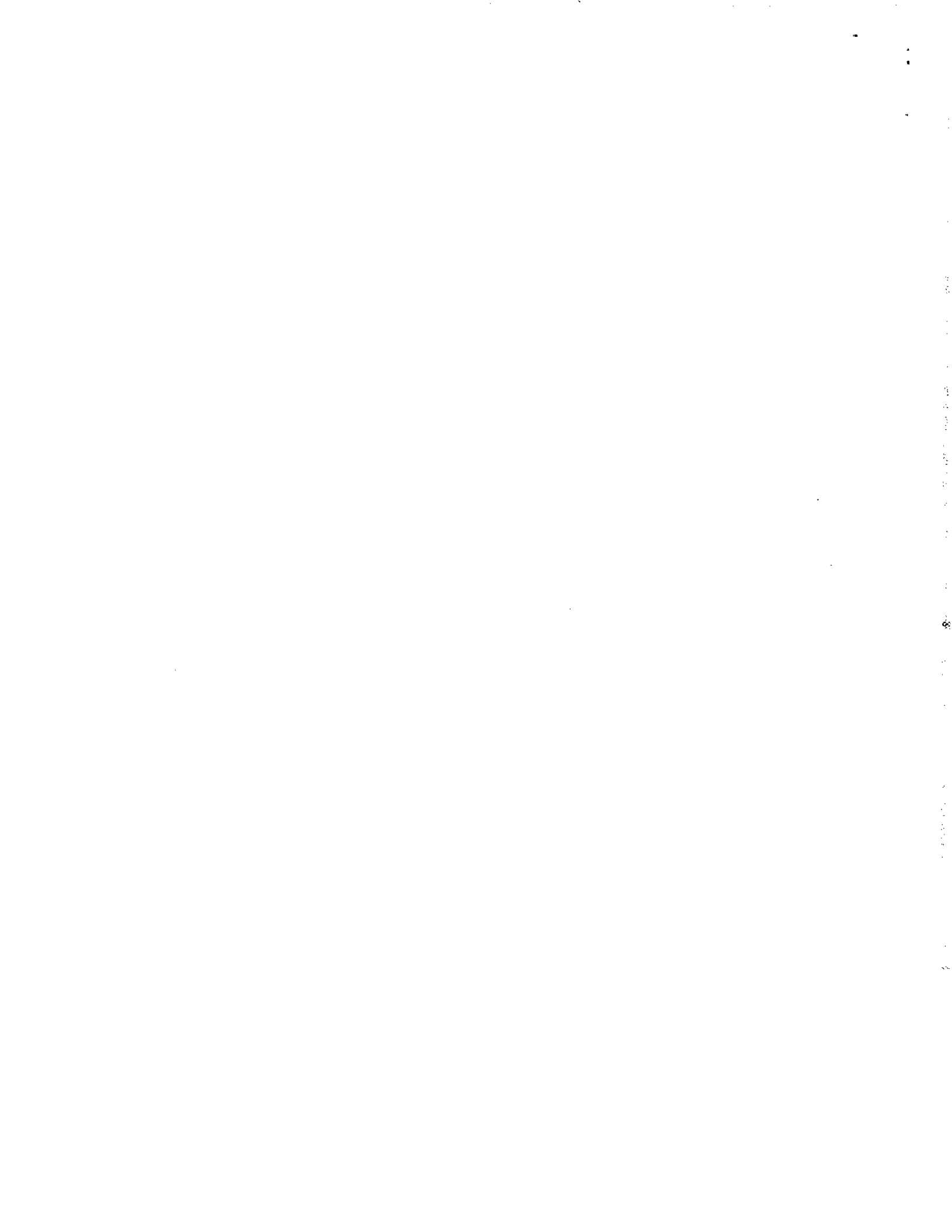


EXHIBIT C

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, and being part of QUORUM CENTRE ADDITION, an addition to the City of Addison as recorded in Volume 84067, Page 5718, Map Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point located at the most northerly point of a corner clip situated in the intersection of the south line of Arapaho Road (60' R.O.W.) and the east line of Addison Road (60' R.O.W.);

THENCE along the east line of said Addison Road the following:
S 45°18'19" W a distance of 21.17 feet to a point;
S 00°17'00" W a distance of 494.15 feet to a point;

THENCE S 89°43'00" E departing the east line of said Addison Road a distance of 12.00 feet to the POINT OF BEGINNING;

THENCE S 89°43'00" E a distance of 271.50 feet to a point for corner;

THENCE S 00°17'00" W a distance of 221.00 feet to a point for corner;

THENCE N 89°43'00" W a distance of 271.50 feet to a point for corner;

THENCE N 00°17'00" E parallel with the east line of said Addison Road a distance of 221.00 feet to the POINT OF BEGINNING and containing 60,002 square feet or 1.3774 acres of land.

93046 1220

2004 105 14876

2004 05 14 877

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

04 JUN -1 PM 3:01

Cynthia Gueneva Callahan



COUNTY CLERK
DALLAS CO., TEXAS

First American Title Insurance Company

083450 ○

OWNER POLICY OF TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

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

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

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

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



ATTEST

Mark R. Arnesen
Secretary,

First American Title Insurance Company

BY *Gary L. Keruett* PRESIDENT

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

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

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

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

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

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

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

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

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

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

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

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

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

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

5. PROOF OF LOSS OR DAMAGE.

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

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

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

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

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

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

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

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

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

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

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

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

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

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

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

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

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

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

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

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

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

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

8. APPORTIONMENT.

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

9. LIMITATION OF LIABILITY.

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

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

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

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

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

11. LIABILITY NONCUMULATIVE.

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

12. PAYMENT OF LOSS.

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

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

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

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

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

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

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

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

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

14. ARBITRATION.

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

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

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

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

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

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

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

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

16. SEVERABILITY.

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

17. NOTICES, WHERE SENT.

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

COMPLAINT NOTICE.

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

Owner Policy

ISSUED BY:

ISSUING AGENT



REPUBLIC TITLE

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



First American Title
Insurance Company

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

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

OWNER POLICY:

1 POLICY NUMBER
2 PROPERTY TYPE
3 COUNTY

4 POLICY AMOUNT
5 PREMIUM
6 RATE CODE

7 EFFECTIVE DATE
8 SURVEY AMENDMENT
9 ADDITIONAL CHAINS

083450 O	C	113	9,282.00	254.00	1000	06/01/2004	38.10	00
1	2	3	4	5	6	7	8	9

FIRST AMERICAN TITLE INSURANCE COMPANY

**OWNER POLICY OF
TITLE INSURANCE**

POLICY NUMBER

> 083450 O

GF NO. OR FILE NO.	DATE OF POLICY	AMOUNT OF INSURANCE	THE POLICY NUMBER SHOWN ON THIS SCHEDULE MUST AGREE WITH THE PRE-PRINTED NUMBER ON THE COVER SHEET.
02R05322 SJ7	06/01/2004 at 03:01 PM	\$ 9,282.00	

Schedule A

1. Name of Insured:
TOWN OF ADDISON

2. The estate or interest in the land that is covered by this policy is:
NON-EXCLUSIVE EASEMENT

3. Title to the estate or interest in the land is insured as vested in:
TOWN OF ADDISON

4. The land referred to in this policy is described as follows:
NON-EXCLUSIVE EASEMENT, as set forth in Easement Agreement filed 06/01/2004 in Volume 2004105, Page 14869, Deed Records of Dallas County, Texas over a 0.041 acre tract of land out of G.W. FISHER SURVEY, Abstract No. 482 in the City of Addison in Dallas County, Texas, said 0.041 acre tract being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes.

REPUBLIC TITLE OF TEXAS, INC.

Countersigned at DALLAS, TEXAS
REPUBLIC TITLE OF TEXAS, INC.

Patricia A. Sherman

Patricia A. Sherman Bruce, Senior V.P.

Authorized Countersignature

THIS POLICY IS INVALID
UNLESS THE COVER SHEET
AND SCHEDULE B ARE ATTACHED.

EXHIBIT A

BEING a tract out of a 1.4383 acre tract of land located in the G. W. Fisher Survey, Abstract No. 482, in the Quorum Centre Addition, an addition to the Town of Addison, Texas, conveyed to International Guaranty Corporation, the former owner (Grantor) by record in Volume 93041, Page 2824, of the Deed Records of Dallas County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point in south line of said 1.4383 acre tract and in the north line of a tract of land conveyed to Snadon\Branscome Joint Venture No.1 by a deed now of record in Volume 84067, Page 5718 of the Deed Records of Dallas County, Texas and said point being N 89°43'00" W, 263.54 feet from a 5/8" iron rod found marking the southeast corner of the said 1.4383 acre tract;

THENCE, N 89°43'00" W, along the north property line of the said Snadon\Brascome tract and the south property line of the said 1.4383 acre tract, a distance of 8.00 feet to a point for a corner, said point being in the east line of tract of land 12 feet in width dedicated to the Town of Addison for Addison Road and in the west property line of the said 1.4383 acre tract;

THENCE, N00°17'00" E, along the east line of the said Town of Addison right-of-way dedication and the west line of the said 1.4383 acre tract, a distance of 221.00 feet to a point for a corner, said point being in the north line of the said 1.4383 tract and the south line of a tract of land conveyed to Rail Hotels Corporation as recorded in Volume 99024, Page 1020 of the Deed Records of Dallas County, Texas, said point also being N 89°23'49" E, a distance of 11.92 feet to a "X" found marking the east right-of-way line of Addison Road and the southwest corner of the said Rail Hotels tract and the northwest corner of the said 1.4383 acre tract;;

THENCE, S 89°43'00" E, along the north line of the said 1.4383 acre tract and the south line of the said Rail Hotels tract, a distance of 8.00 feet to a point for a corner;

THENCE, S 00°17'00" W, being at all times parallel and at a perpendicular distance of 8 feet to the west property line of the said 1.4383 acre tract and the east line of the said Town of Addison right-of-way dedication, a distance of 221.00 feet to the Point of Beginning, and containing 1,768.00 square feet (0.041 acres) of land.

Exhibit A

GF-Number 02R05322

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

FIRST AMERICAN TITLE INSURANCE COMPANY

**OWNER POLICY OF
TITLE INSURANCE**

GF NO. OR FILE NO.
02R05322 SJ7

DATE OF POLICY
06/01/2004

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

>

POLICY NUMBER
083450 0

Schedule B

EXCEPTIONS FROM COVERAGE

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

1. [Intentionally Omitted]

~~2. Any discrepancies, conditions, shortages in area or boundary lines, or any encroachments, or provisions, or any overlapping improvements~~ Shortages in Area.

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

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

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

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

- a. 24' common access easement and 25' building setback line as shown on the plat recorded in Volume 93041, Page 2824, Map Records of Dallas County, Texas.
- b. Easement granted by Outback Steakhouse of Florida, Inc. to International Guaranty Corporation, recorded in Volume 93048, Page 2064, Deed Records of Dallas County, Texas.
- c. Easement granted by Outback Steakhouse of Florida, Inc. to Enserch Corporation, filed 05/06/1993, recorded in Volume 93089, Page 3896, Deed Records of Dallas County, Texas.
- d. Easement granted by Outback Steakhouse of Florida, Inc. to Texas Utilities Electric Company, filed 07/08/1993, recorded in Volume 93131, Page 4054, Deed Records of Dallas County, Texas.
- e. Terms and provisions of that certain Mutual Access Easement by and between International Guaranty Corporation and Outback Steakhouse of Florida, Inc. filed 03/19/1993, recorded in Volume 93055, Page 1864, Deed Records, Dallas County, Texas.

(CONTINUED ON NEXT PAGE)

SCHEDULE B Page 2

- f. Undivided interest in oil, gas and other minerals, and all rights incident thereto, described in instrument filed 01/27/1965, recorded in Volume 491, Page 630, Deed Records of Dallas County, Texas. Title to said interest not checked subsequent to the date thereof. As amended in Volume 85078, Page 4913, Deed Records of Dallas County, Texas.
- g. Section 14 of the Conditions and Stipulations of this policy is hereby deleted.

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

May 20, 2004

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

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

**RE: Parcel 8 (Outback Steakhouse), Addison Widening of Road Project
Your File No. GF 02R05322/SJ7**

Dear Patricia:

Enclosed in connection with the above-referenced property is the original executed Purchaser's Statement. I have informed the Town of Addison that the closing date is Friday, May 21, 2004 and provided it with the necessary documents, including your wiring instructions. If you any questions or need anything further, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

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

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: May 19, 2004

Time: _____

Total Number of Pages (including this sheet): 2

Normal/Rush: Normal

Client/Matter #: 3195/27512

TO: (1) Mike Murphy
(2) Steve Chutchian

FAX: 972.450.2837
FAX: 972.450.2837

PHONE:
PHONE:

FROM: Angela K. Washington

Direct Dial #: (214) 672-2144

MESSAGE: RE: Parcel 8 (Outback Steakhouse), Addison Widening of Road Project

**IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,
PLEASE CALL**

Yolanda Rodriguez at (214) 672-2629

Thank you.

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

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

May 19, 2004

VIA FACSIMILE (972) 450-7065

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

**RE: Parcel 8 (Outback Steakhouse)
Addison Widening of Road Project**

Dear Carolyn and Steve:

In connection with Parcel 8, Addison Extension of Road Project, enclosed are the following documents:

1. A copy of the executed Purchaser's Settlement Statement; and
2. A copy of the executed Easement Agreement.

Republic Title has scheduled Closing for this Friday, May 21, 2004. Once the money has been forwarded to Republic Title, they will forward the purchase price to the Seller. Wiring instructions are enclosed. If we cannot meet the closing date, please let me at your earliest convenience. Thank you for your assistance.

Sincerely,

Angela K. Washington

AKW/yjr
Attachments

c w/o Enclosures: Mr. Mike Murphy *Via Facsimile (972) 450-2837*
w/o Enclosures Mr. Steve Chutchian *Via Facsimile (972) 450-2837*
Mr. Ken C. Dippel, w/firm

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

January 28, 2004

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

**RE: Parcel 8 (Outback Steakhouse of Florida, Inc.)
Your File No. GF 02R05322/SJ7**

Dear Patricia:

Enclosed are two (2) originals of the executed and approved Easement Agreement for the above-referenced property. Please update the title commitment and prepare the closing statements. Thank you for your assistance in this matter. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

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

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

January 28, 2004

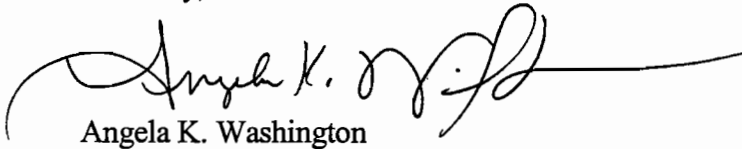
Ms. Laureen Sustachek
Real Estate Manager
Outback Steakhouse, Inc.
2202 North West Shore Boulevard, 5th Floor
Tampa, FL 33607

RE: Outback Easement Agreement with Town of Addison, Texas

Dear Laureen:

Enclosed for your file is a fully executed original Easement Agreement. The agreement has been approved by the Addison City Council and I have forwarded originals to the Title Company so that it can begin the closing process. If you have any questions, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosure

c(w/o Enc.): Mr. Mike Murphy, w/Town
(w/o Enc.) Mr. Steve Chutchian, w/Town
(w/o Enc.) Ms. Patricia Bruce, w/Title Company
(w/o Enc.) Mr. Kenneth C. Dippel, w/firm

Passed
1-27-04

DATE SUBMITTED: January 21, 2004
FOR COUNCIL MEETING: January 27, 2004

Council Agenda Item

SUMMARY:

This item is for consideration and approval of a resolution authorizing the purchase of a 0.041 acre easement generally located at 15180 Addison Road for street right-of-way and other public purposes, approving an easement agreement for said purchase, and providing an effective date.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Cost: \$9,282.00

Source of Funds: \$2,500,000 was funded from General Obligation Bonds. An additional \$1,300,000 was programmed from DART LAP/CMS funds.

BACKGROUND:

The right-of-way acquisition process is nearing completion on the proposed Addison Road Widening, Phase I project. Approximately 0.041 acre of Parkway Easement adjacent to the proposed widening of Addison Road (see attached parcel map) is required for the purpose of constructing landscaping, irrigation and sidewalk improvements. This parcel is a portion of a tract of land in the Quorum Centre Addition, and owned by Outback Steakhouse of Florida, Inc. The property owner previously received a copy of an appraisal from the Town, with a total compensation value of \$18,590.00 for the easement. However, the Town was successful in negotiating for a compensation amount of \$9,282.00, which represents approximately 50% of the original appraised value.

RECOMMENDATION:

It is recommended that Council approve a resolution authorizing the purchase of a 0.041 acre easement generally located at 15180 Addison Road for street right-of-way and other public purposes, approving an easement agreement for said purchase, and providing an effective date.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING THE PURCHASE OF AN EXCLUSIVE AND PERPETUAL EASEMENT IN A 0.041 ACRE TRACT OF LAND GENERALLY LOCATED AT 15180 ADDISON ROAD FOR STREET RIGHT-OF-WAY AND OTHER PUBLIC PURPOSES; APPROVING AN EASEMENT AGREEMENT FOR SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a tract of land approximately 0.041 acres in size (as described in Exhibit A to the Easement Agreement attached hereto and incorporated herein) is required for street right-of-way and other public purposes in connection with the proposed improvements to Addison Road; and

WHEREAS, the owner of said tract has agreed to convey the necessary easement to the Town of Addison for \$9,282.00; and

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

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

Section 1. That the City Council has determined that \$9,282.00 is reasonable compensation for the easement, as described in the above premises, to be acquired and all damages to the property remaining, and does hereby authorize the City Manager to acquire the easement in, over, under and through the 0.041 acre tract of land (as described in the attached Exhibit A to the Easement Agreement attached hereto and incorporated herein, and located generally at 15180 Addison Road) for street right-of-way and other public purposes in connection with the improvements to Addison Road.

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

Section 3. That the City Finance Director be and is hereby authorized to draw a check in favor of Outback Steakhouse of Florida, Inc., or the current owner(s) of record, in the amount of \$9,282.00.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 27th day of January, 2004.

R. Scott Wheeler, Mayor

ATTEST:

Carmen Moran, City Secretary

APPROVED AS TO FORM:

Ken C. Dippel, City Attorney

EASEMENT AGREEMENT

This Agreement is made and entered into by and between Outback Steakhouse of Florida, Inc. ("Grantor"), and the Town of Addison, Texas (the "Town").

WITNESSETH:

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

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

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Outback Steakhouse of Florida, Inc., and the Town of Addison agree as follows:

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

2. **Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Nine Thousand Two Hundred Eighty Two and No/100 dollars (\$9,282.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

3. Purpose of Easement; Other Provisions.

A. The Easement, together with all of its rights and privileges, may be used by the Town, its employees, contractors, agents, successors, and assigns in connection with activities relating to the construction, placement, installation, reconstruction, relocation, alteration, operation, use, inspection, maintenance, improvement, and modification of landscaping, irrigation, lighting, utility, sidewalk, or other parkway improvements. The Town may perform all excavation, boring, backfilling, embedding, drilling, grading, and other construction activities as the Town from time to time deems necessary, appropriate, or desirable in the Town's reasonable discretion, with respect to the Project and the improvements within the Easement. The Town shall, at all times, have the right of ingress and egress to and from the Easement and the Easement Property as the Town may deem necessary, appropriate, or desirable. The Town shall be solely responsible for and the Town agrees to, at its sole cost and expense, relocate or alter the storm sewer outlet currently located within the Easement in any way necessary in connection with the Project. The Town acknowledges and confirms that, except as may be otherwise agreed by the parties, the Grantor's existing sign, which is not within the easement Property, does not need to be and will not be relocated.

B. Grantor acknowledges and agrees as follows:

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

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

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

D. The Town agrees that all work to be performed by or for the Town in the Easement shall be performed in a good and workmanlike manner, and that no lien for work performed as part of the Project shall be placed upon the Easement.

E. The Town shall indemnify and hold harmless Grantor from and against any an all liability, actions, causes of action, damages, claims, lawsuits, judgments, costs and expenses for personal injury or property damage suffered by any person to the extent that such injury or damage may be caused by any negligent act of the Town in connection with work performed by

or for the Town under this agreement; provided, however, that such indemnity is provided by the Town without waiving any immunity that it may be entitled to, and further such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort claims Act. In providing this indemnity, the Town is not waiving any defense afforded by federal or Texas law, and this indemnity is solely for the benefit of Grantor and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

F. The Town shall name Grantor as an additional insured on its insurance policy for purposes of protecting Grantor against any claims, liabilities, losses or suits arising out of or in connection with work performed by or for the Town during the construction of the Project in the Easement Area.

4. **Access.** Construction shall be conducted in a manner that will maintain or provide at least one point of access to Addison Road from the Remainder at all times during such construction.

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

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

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

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

9. **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary

resolutions or other act extending such authority have been duly passed and are now in full force and effect.

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

Executed this _____ day of _____, 2004

GRANTOR:

Outback Steakhouse of Florida, Inc.

By: _____

Print Name: _____

Title: _____

Executed this _____ day of _____, 2004

TOWN OF ADDISON

By: _____

Ron Whitehead, City Manager

STATE OF FLORIDA §
COUNTY OF HILLSBOROUGH §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2004, personally appeared _____, _____ of Outback Steakhouse of Florida, Inc., a Florida corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public in and for the State of Florida

MY COMMISSION EXPIRES:

[S E A L]

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2004, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

[S E A L]

TOWN OF ADDISON, TEXAS
FIELD NOTE DESCRIPTION
FOR
OUTBACK STEAKHOUSE OF FLORIDA, INC.
(PARKWAY EASEMENT)

BEING a parcel of land out of a 1.3774 acre tract of land located in the G. W. Fisher Survey, Abstract No. 482, in the Quorum Centre Addition, an addition to the Town of Addison, Texas, conveyed to Outback Steakhouse of Florida, Inc. by a deed now record in Volume 93046, Page 1218, of the Deed Records of Dallas County, Texas, said parcel of land being more particularly described as follows:

BEGINNING at a point in south line of said 1.3774 acre tract and in the north line of a tract of land conveyed to Snadon\Branscome Joint Venture No.1 by a deed now of record in Volume 84067, Page 5718 of the Deed Records of Dallas County, Texas, said point being N 89°43'00" W, 263.54 feet from a 5/8" iron rod found marking the southeast corner of the said 1.3774 acre tract;

THENCE, N 89°43'00" W, along the north property line of the said Snadon\Brascome tract and the south property line of the said 1.3774 acre tract, a distance of 8.00 feet to a point for a corner, said point being in the east line of tract of land 12 foot wide right-of-way dedication to the Town of Addison for Addison Road and in the west property line of the said 1.3774 acre tract;

THENCE, N00°17'00" E, along the east line of the said Town of Addison right-of-way dedication and the west line of the said 1.3774 acre tract, a distance of 221.00 feet to a point for a corner, said point being in the north line of the said 1.3774 tract and the south line of a tract of land conveyed to Rail Hotels Corporation as recorded in Volume 99024, Page 1020 of the Deed Records of Dallas County, Texas, said point also being N 89°23'49" E, a distance of 11.92 feet to a "X" found marking the east right-of-way line of Addison Road and the southwest corner of the said Rail Hotels tract;

THENCE, S 89°43'00" E, along the north line of the said 1.3774 acre tract and the south line of the said Rail Hotels tract, a distance of 8.00 feet to a point for a corner;

THENCE, S 00°17'00" W, being at all times parallel and at a perpendicular distance of 8 feet to the west property line of the said 1.3774 acre tract and the east line of the said Town of Addison right-of-way dedication, a distance of 221.00 feet to the Point of Beginning, and containing 1,768.00 square feet (0.041 acres) of land.



Ronald V. Conway
11/15/02

ADDISON ROAD

N 89°43'00" W - 8.00'

POINT OF BEGINNING

N 00°17'00" E - 221.00'
S 00°17'00" W - 221.00'

N 89°23'49" E - 11.92'
(REFERENCE BEARING)

S 89°43'00" E - 8.00'

N 89°43'00" W - 263.54'
(REFERENCE BEARING)

1768.00 SQ. FT.
0.041 ACRES

OUTBACK STEAKHOUSE OF FLORIDA, INC.
VOL. 93046 PG. 1218

G.W. FISHER SURVEY
ABST. NO. 482
QUORUM CENTRE ADDITION

5/8" I.R.F.

1/2" I.R.F.

60' F. R.O.W.

1/2" I.R.F.

160'03"88"

SCALE: 1"=50'

EXHIBIT B

RAIL HOTELS CORPORATION
VOL. 99024, PG. 01020



R. V. Conway 11/15/02

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRCHOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS 701 ORCHARD AVE. SUITE 204 DALLAS, TX 75201 TEL: 214-341-7000	NOV., 2002 PLAT 4E

EXHIBIT C

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, and being part of QUORUM CENTRE ADDITION, an addition to the City of Addison as recorded in Volume 84067, Page 5718, Map Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point located at the most northerly point of a corner clip situated in the intersection of the south line of Arapaho Road (60' R.O.W.) and the east line of Addison Road (60' R.O.W.);

THENCE along the east line of said Addison Road the following:

S 45°18'19" W a distance of 21.17 feet to a point;

S 00°17'00" W a distance of 494.15 feet to a point;

THENCE S 89°43'00" E departing the east line of said Addison Road a distance of 12.00 feet to the POINT OF BEGINNING;

THENCE S 89°43'00" E a distance of 271.50 feet to a point for corner;

THENCE S 00°17'00" W a distance of 221.00 feet to a point for corner;

THENCE N 89°43'00" W a distance of 271.50 feet to a point for corner;

THENCE N 00°17'00" E parallel with the east line of said Addison Road a distance of 221.00 feet to the POINT OF BEGINNING and containing 60,002 square feet or 1.3774 acres of land.

93046 1220

DATE SUBMITTED: January 21, 2004
FOR COUNCIL MEETING: January 27, 2004

Council Agenda Item

SUMMARY:

This item is for consideration and approval of a resolution authorizing the purchase of a 0.041 acre easement generally located at 15180 Addison Road for street right-of-way and other public purposes, approving an easement agreement for said purchase, and providing an effective date.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Cost: \$9,282.00

Source of Funds: \$2,500,000 was funded from General Obligation Bonds.
An additional \$1,300,000 was programmed from DART
LAP/CMS funds.

BACKGROUND:

The right-of-way acquisition process is nearing completion on the proposed Addison Road Widening, Phase I project. Approximately 0.041 acre of Parkway Easement adjacent to the proposed widening of Addison Road (see attached parcel map) is required for the purpose of constructing landscaping, irrigation and sidewalk improvements. This parcel is a portion of a tract of land in the Quorum Centre Addition, and owned by Outback Steakhouse of Florida, Inc. The property owner previously received a copy of an appraisal from the Town, with a total compensation value of \$18,590.00 for the easement. However, the Town was successful in negotiating for a compensation amount of \$9,282.00, which represents approximately 50% of the original appraised value.

RECOMMENDATION:

It is recommended that Council approve a resolution authorizing the purchase of a 0.041 acre easement generally located at 15180 Addison Road for street right-of-way and other public purposes, approving an easement agreement for said purchase, and providing an effective date.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING THE PURCHASE OF AN EXCLUSIVE AND PERPETUAL EASEMENT IN A 0.041 ACRE TRACT OF LAND GENERALLY LOCATED AT 15180 ADDISON ROAD FOR STREET RIGHT-OF-WAY AND OTHER PUBLIC PURPOSES; APPROVING AN EASEMENT AGREEMENT FOR SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a tract of land approximately 0.041 acres in size (as described in Exhibit A to the Easement Agreement attached hereto and incorporated herein) is required for street right-of-way and other public purposes in connection with the proposed improvements to Addison Road; and

WHEREAS, the owner of said tract has agreed to convey the necessary easement to the Town of Addison for \$9,282.00; and

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

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

Section 1. That the City Council has determined that \$9,282.00 is reasonable compensation for the easement, as described in the above premises, to be acquired and all damages to the property remaining, and does hereby authorize the City Manager to acquire the easement in, over, under and through the 0.041 acre tract of land (as described in the attached Exhibit A to the Easement Agreement attached hereto and incorporated herein, and located generally at 15180 Addison Road) for street right-of-way and other public purposes in connection with the improvements to Addison Road.

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

Section 3. That the City Finance Director be and is hereby authorized to draw a check in favor of Outback Steakhouse of Florida, Inc., or the current owner(s) of record, in the amount of \$9,282.00.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 27th day of January, 2004.

R. Scott Wheeler, Mayor

ATTEST:

Carmen Moran, City Secretary

APPROVED AS TO FORM:

Ken C. Dippel, City Attorney

EASEMENT AGREEMENT

This Agreement is made and entered into by and between Outback Steakhouse of Florida, Inc. ("Grantor"), and the Town of Addison, Texas (the "Town").

W I T N E S S E T H:

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

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

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Outback Steakhouse of Florida, Inc., and the Town of Addison agree as follows:

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

2. **Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Nine Thousand Two Hundred Eighty Two and No/100 dollars (\$9,282.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

3. Purpose of Easement; Other Provisions.

A. The Easement, together with all of its rights and privileges, may be used by the Town, its employees, contractors, agents, successors, and assigns in connection with activities relating to the construction, placement, installation, reconstruction, relocation, alteration, operation, use, inspection, maintenance, improvement, and modification of landscaping, irrigation, lighting, utility, sidewalk, or other parkway improvements. The Town may perform all excavation, boring, backfilling, embedding, drilling, grading, and other construction activities as the Town from time to time deems necessary, appropriate, or desirable in the Town's reasonable discretion, with respect to the Project and the improvements within the Easement. The Town shall, at all times, have the right of ingress and egress to and from the Easement and the Easement Property as the Town may deem necessary, appropriate, or desirable. The Town shall be solely responsible for and the Town agrees to, at its sole cost and expense, relocate or alter the storm sewer outlet currently located within the Easement in any way necessary in connection with the Project. The Town acknowledges and confirms that, except as may be otherwise agreed by the parties, the Grantor's existing sign, which is not within the easement Property, does not need to be and will not be relocated.

B. Grantor acknowledges and agrees as follows:

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

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

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

D. The Town agrees that all work to be performed by or for the Town in the Easement shall be performed in a good and workmanlike manner, and that no lien for work performed as part of the Project shall be placed upon the Easement.

E. The Town shall indemnify and hold harmless Grantor from and against any an all liability, actions, causes of action, damages, claims, lawsuits, judgments, costs and expenses for personal injury or property damage suffered by any person to the extent that such injury or damage may be caused by any negligent act of the Town in connection with work performed by

or for the Town under this agreement; provided, however, that such indemnity is provided by the Town without waiving any immunity that it may be entitled to, and further such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort claims Act. In providing this indemnity, the Town is not waiving any defense afforded by federal or Texas law, and this indemnity is solely for the benefit of Grantor and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

F. The Town shall name Grantor as an additional insured on its insurance policy for purposes of protecting Grantor against any claims, liabilities, losses or suits arising out of or in connection with work performed by or for the Town during the construction of the Project in the Easement Area.

4. **Access.** Construction shall be conducted in a manner that will maintain or provide at least one point of access to Addison Road from the Remainder at all times during such construction.

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

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

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

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

9. **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary

resolutions or other act extending such authority have been duly passed and are now in full force and effect.

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

Executed this ____ day of _____, 2004

GRANTOR:

Outback Steakhouse of Florida, Inc.

By: _____

Print Name: _____

Title: _____

Executed this ____ day of _____, 2004

TOWN OF ADDISON

By: _____
Ron Whitehead, City Manager

STATE OF FLORIDA §
COUNTY OF HILLSBOROUGH §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2004, personally appeared _____, _____ of Outback Steakhouse of Florida, Inc., a Florida corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public in and for the State of Florida

MY COMMISSION EXPIRES:

[S E A L]

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2004, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

[S E A L]

TOWN OF ADDISON, TEXAS
FIELD NOTE DESCRIPTION
FOR
OUTBACK STEAKHOUSE OF FLORIDA, INC.
(PARKWAY EASEMENT)

BEING a parcel of land out of a 1.3774 acre tract of land located in the G. W. Fisher Survey, Abstract No. 482, in the Quorum Centre Addition, an addition to the Town of Addison, Texas, conveyed to Outback Steakhouse of Florida, Inc. by a deed now record in Volume 93046, Page 1218, of the Deed Records of Dallas County, Texas, said parcel of land being more particularly described as follows:

BEGINNING at a point in south line of said 1.3774 acre tract and in the north line of a tract of land conveyed to Snadon\Brascome Joint Venture No.1 by a deed now of record in Volume 84067, Page 5718 of the Deed Records of Dallas County, Texas, said point being N 89°43'00" W, 263.54 feet from a 5/8" iron rod found marking the southeast corner of the said 1.3774 acre tract;

THENCE, N 89°43'00" W, along the north property line of the said Snadon\Brascome tract and the south property line of the said 1.3774 acre tract, a distance of 8.00 feet to a point for a corner, said point being in the east line of tract of land 12 foot wide right-of-way dedication to the Town of Addison for Addison Road and in the west property line of the said 1.3774 acre tract;

THENCE, N00°17'00" E, along the east line of the said Town of Addison right-of-way dedication and the west line of the said 1.3774 acre tract, a distance of 221.00 feet to a point for a corner, said point being in the north line of the said 1.3774 tract and the south line of a tract of land conveyed to Rail Hotels Corporation as recorded in Volume 99024, Page 1020 of the Deed Records of Dallas County, Texas, said point also being N 89°23'49" E, a distance of 11.92 feet to a "X" found marking the east right-of-way line of Addison Road and the southwest corner of the said Rail Hotels tract;

THENCE, S 89°43'00" E, along the north line of the said 1.3774 acre tract and the south line of the said Rail Hotels tract, a distance of 8.00 feet to a point for a corner;

THENCE, S 00°17'00" W, being at all times parallel and at a perpendicular distance of 8 feet to the west property line of the said 1.3774 acre tract and the east line of the said Town of Addison right-of-way dedication, a distance of 221.00 feet to the Point of Beginning, and containing 1,768.00 square feet (0.041 acres) of land.



Ronald V. Conway
11/15/02

ADDISON ROAD

N 89°43'00" W - 8.00'

POINT OF BEGINNING

SNADON\BRANSCOME JOINT VENTURE NO.1
VOL. 84067, PG. 5718

N 89°43'00" W - 263.54'
(REFERENCE BEARING)

N 00°17'00" E - 221.00'
S 00°17'00" W - 221.00'

12' DEDICATED TO TOWN OF ADDISON

1768.00 SQ. FT.
0.041 ACRES

OUTBACK STEAKHOUSE OF FLORIDA, INC.
VOL. 93046 PG. 1218

G.W. FISHER SURVEY
ABST. NO. 482
QUORUM CENTRE ADDITION

5/8" I.R.F.

X"IN CONC.

N 89°23'49" E - 11.92'
(REFERENCE BEARING)

S 89°43'00" E - 8.00'

1/2" I.R.F.

60'± R.O.W.

1/2" I.R.F.

180°03'58"

SCALE: 1"=50'

RAIL HOTELS CORPORATION
VOL. 99024, PG. 01020

John A. Conway

11/15/02



EXHIBIT B

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS 2001 BIRKHOFF, INC. 3001 20TH AVENUE, TX 75201, TEL: 714-361-7000	NOV., 2002 PLAT 4E

EXHIBIT C

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, and being part of QUORUM CENTRE ADDITION, an addition to the City of Addison as recorded in Volume 84067, Page 5718, Map Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point located at the most northerly point of a corner clip situated in the intersection of the south line of Arapaho Road (60' R.O.W.) and the east line of Addison Road (60' R.O.W.);

THENCE along the east line of said Addison Road the following:

S 45°18'19" W a distance of 21.17 feet to a point;

S 00°17'00" W a distance of 494.15 feet to a point;

THENCE S 89°43'00" E departing the east line of said Addison Road a distance of 12.00 feet to the POINT OF BEGINNING;

THENCE S 89°43'00" E a distance of 271.50 feet to a point for corner;

THENCE S 00°17'00" W a distance of 221.00 feet to a point for corner;

THENCE N 89°43'00" W a distance of 271.50 feet to a point for corner;

THENCE N 00°17'00" E parallel with the east line of said Addison Road a distance of 221.00 feet to the POINT OF BEGINNING and containing 60,002 square feet or 1.3774 acres of land.

93046 1220

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

January 5, 2004

Ms. Jacqueline Bozzuto
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801

RE: Outback Easement Agreement with Town of Addison, Texas

Dear Jackie:

Enclosed for execution by your client are three (3) original agreements with exhibits. Pursuant to your request, I am e-mailing the base document to you and Laureen Sustachek. If you have any questions or need anything further, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

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

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

January 5, 2004

VIA FACSIMILE (813) 282-9195

Ms. Lauren Sustachek
Real Estate Manager
Outback Steakhouse, Inc.
2202 North West Shore Boulevard, 5th Floor
Tampa, FL 33607

RE: Outback Easement Agreement with Town of Addison, Texas

Dear Ms. Sustachek:

Per your request, attached are Exhibits A, B and C for the Easement Agreement e-mailed to you earlier. Please let me know if you have any questions or concerns.

Sincerely,

Angela K. Washington

AKW/yjr
Attachments

c(w/Attachments): Ms. Jacqueline Bozzuto *VIA FACSIMILE (407) 843-4444*
(w/o Attachments): Mr. Mike Murphy, w/Town
(w/o Attachments) Mr. Steve Chutchian, w/Town
(w/o Attachments) Mr. Kenneth C. Dippel, w/firm

DATE SUBMITTED: January 20, 2004
FOR COUNCIL MEETING: January 27, 2004

Council Agenda Item

SUMMARY:

This item is for consideration and approval of a resolution authorizing the purchase of an exclusive and perpetual easement in a 0.041 acre tract of land generally located at 15180 Addison Road for street right-of-way and other public purposes, approving an easement agreement for said purchase, and providing an effective date.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Cost: \$9,282.00

Source of Funds: \$2,500,000 was funded from General Obligation Bonds. An additional \$1,300,000 was programmed from DART LAP/CMS funds.

BACKGROUND:

The right-of-way acquisition process is nearing completion on the proposed Addison Road Widening, Phase I project. Approximately 0.041 acre of Parkway Easement adjacent to the proposed widening of Addison Road (see attached parcel map) is required for the purpose of constructing landscaping, irrigation and sidewalk improvements. This parcel is a portion of a tract of land in the Quorum Centre Addition, and owned by Outback Steakhouse of Florida, Inc. The property owner previously received a copy of an appraisal from the Town, with a total compensation value of \$18,590.00 for the parkway easement. However, the property owner has agreed to convey the necessary 0.041 acre easement to the Town for a compensation amount of \$9,282.00.

RECOMMENDATION:

It is recommended that Council approve a resolution authorizing the purchase of an exclusive and perpetual easement in a 0.041 acre tract of land generally located at 15180 Addison Road for street right-of-way and other public purposes, approving an easement agreement for said purchase, and providing an effective date.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING THE PURCHASE OF AN EXCLUSIVE AND PERPETUAL EASEMENT IN A 0.041 ACRE TRACT OF LAND GENERALLY LOCATED AT 15180 ADDISON ROAD FOR STREET RIGHT-OF-WAY AND OTHER PUBLIC PURPOSES; APPROVING AN EASEMENT AGREEMENT FOR SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a tract of land approximately 0.041 acres in size (as described in Exhibit A to the Easement Agreement attached hereto and incorporated herein) is required for street right-of-way and other public purposes in connection with the proposed improvements to Addison Road; and

WHEREAS, the owner of said tract has agreed to convey the necessary easement to the Town of Addison for \$9,282.00; and

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

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

Section 1. That the City Council has determined that \$9,282.00 is reasonable compensation for the easement, as described in the above premises, to be acquired and all damages to the property remaining, and does hereby authorize the City Manager to acquire the easement in, over, under and through the 0.041 acre tract of land (as described in the attached Exhibit A to the Easement Agreement attached hereto and incorporated herein, and located generally at 15180 Addison Road) for street right-of-way and other public purposes in connection with the improvements to Addison Road.

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

Section 3. That the City Finance Director be and is hereby authorized to draw a check in favor of Outback Steakhouse of Florida, Inc., or the current owner(s) of record, in the amount of \$9,282.00.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 27th day of January, 2004.

R. Scott Wheeler, Mayor

ATTEST:

Carmen Moran, City Secretary

APPROVED AS TO FORM:

Ken C. Dippel, City Attorney

EASEMENT AGREEMENT

This Agreement is made and entered into by and between Outback Steakhouse of Florida, Inc. ("Grantor"), and the Town of Addison, Texas (the "Town").

WITNESSETH:

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

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

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Outback Steakhouse of Florida, Inc., and the Town of Addison agree as follows:

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

2. **Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Nine Thousand Two Hundred Eighty Two and No/100 dollars (\$9,282.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

3. Purpose of Easement; Other Provisions.

A. The Easement, together with all of its rights and privileges, may be used by the Town, its employees, contractors, agents, successors, and assigns in connection with activities relating to the construction, placement, installation, reconstruction, relocation, alteration, operation, use, inspection, maintenance, improvement, and modification of landscaping, irrigation, lighting, utility, sidewalk, or other parkway improvements. The Town may perform all excavation, boring, backfilling, embedding, drilling, grading, and other construction activities as the Town from time to time deems necessary, appropriate, or desirable in the Town's reasonable discretion, with respect to the Project and the improvements within the Easement. The Town shall, at all times, have the right of ingress and egress to and from the Easement and the Easement Property as the Town may deem necessary, appropriate, or desirable. The Town shall be solely responsible for and the Town agrees to, at its sole cost and expense, relocate or alter the storm sewer outlet currently located within the Easement in any way necessary in connection with the Project. The Town acknowledges and confirms that, except as may be otherwise agreed by the parties, the Grantor's existing sign, which is not within the easement Property, does not need to be and will not be relocated.

B. Grantor acknowledges and agrees as follows:

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

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

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

D. The Town agrees that all work to be performed by or for the Town in the Easement shall be performed in a good and workmanlike manner, and that no lien for work performed as part of the Project shall be placed upon the Easement.

E. The Town shall indemnify and hold harmless Grantor from and against any an all liability, actions, causes of action, damages, claims, lawsuits, judgments, costs and expenses for personal injury or property damage suffered by any person to the extent that such injury or damage may be caused by any negligent act of the Town in connection with work performed by

or for the Town under this agreement; provided, however, that such indemnity is provided by the Town without waiving any immunity that it may be entitled to, and further such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort claims Act. In providing this indemnity, the Town is not waiving any defense afforded by federal or Texas law, and this indemnity is solely for the benefit of Grantor and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

F. The Town shall name Grantor as an additional insured on its insurance policy for purposes of protecting Grantor against any claims, liabilities, losses or suits arising out of or in connection with work performed by or for the Town during the construction of the Project in the Easement Area.

4. **Access.** Construction shall be conducted in a manner that will maintain or provide at least one point of access to Addison Road from the Remainder at all times during such construction.

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

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

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

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

9. **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary

resolutions or other act extending such authority have been duly passed and are now in full force and effect.

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

Executed this _____ day of _____, 2004

GRANTOR:

Outback Steakhouse of Florida, Inc.

By: _____

Print Name: _____

Title: _____

Executed this _____ day of _____, 2004

TOWN OF ADDISON

By: _____
Ron Whitehead, City Manager

STATE OF FLORIDA §
COUNTY OF HILLSBOROUGH §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2004, personally appeared _____, _____ of Outback Steakhouse of Florida, Inc., a Florida corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public in and for the State of Florida

MY COMMISSION EXPIRES:

[S E A L]

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2004, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

[S E A L]

TOWN OF ADDISON, TEXAS
FIELD NOTE DESCRIPTION
FOR
OUTBACK STEAKHOUSE OF FLORIDA, INC.
(PARKWAY EASEMENT)

BEING a parcel of land out of a 1.3774 acre tract of land located in the G. W. Fisher Survey, Abstract No. 482, in the Quorum Centre Addition, an addition to the Town of Addison, Texas, conveyed to Outback Steakhouse of Florida, Inc. by a deed now record in Volume 93046, Page 1218, of the Deed Records of Dallas County, Texas, said parcel of land being more particularly described as follows:

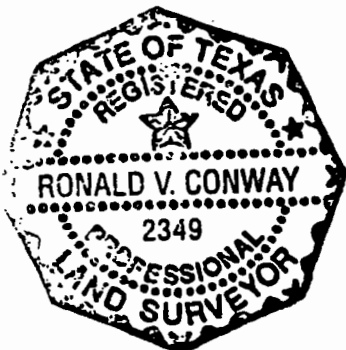
BEGINNING at a point in south line of said 1.3774 acre tract and in the north line of a tract of land conveyed to Snadon\Branscome Joint Venture No.1 by a deed now of record in Volume 84067, Page 5718 of the Deed Records of Dallas County, Texas, said point being N 89°43'00" W, 263.54 feet from a 5/8" iron rod found marking the southeast corner of the said 1.3774 acre tract;

THENCE, N 89°43'00" W, along the north property line of the said Snadon\Brascome tract and the south property line of the said 1.3774 acre tract, a distance of 8.00 feet to a point for a corner, said point being in the east line of tract of land 12 foot wide right-of-way dedication to the Town of Addison for Addison Road and in the west property line of the said 1.3774 acre tract;

THENCE, N00°17'00" E, along the east line of the said Town of Addison right-of-way dedication and the west line of the said 1.3774 acre tract, a distance of 221.00 feet to a point for a corner, said point being in the north line of the said 1.3774 tract and the south line of a tract of land conveyed to Rail Hotels Corporation as recorded in Volume 99024, Page 1020 of the Deed Records of Dallas County, Texas, said point also being N 89°23'49" E, a distance of 11.92 feet to a "X" found marking the east right-of-way line of Addison Road and the southwest corner of the said Rail Hotels tract;

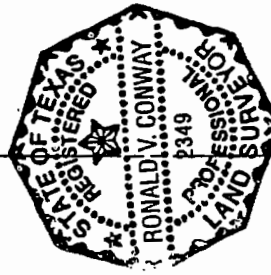
THENCE, S 89°43'00" E, along the north line of the said 1.3774 acre tract and the south line of the said Rail Hotels tract, a distance of 8.00 feet to a point for a corner;

THENCE, S 00°17'00" W, being at all times parallel and at a perpendicular distance of 8 feet to the west property line of the said 1.3774 acre tract and the east line of the said Town of Addison right-of-way dedication, a distance of 221.00 feet to the Point of Beginning, and containing 1,768.00 square feet (0.041 acres) of land.



Ronald V. Conway
11/15/02

EXHIBIT B



Ronald V. Conway 11/1/02

TOWN OF ADDISON, TEXAS
ADDISON ROAD
BELT LINE RD. TO KELLER SPRINGS RD.
PARKWAY EASEMENT

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS
1700 GARDENWAY AVE., SUITE 200, DALLAS, TX, 75201, TEL. 214-361-7900
NOV., 2002
PLAT 4E

ADDISON ROAD

N 89°43'00" W - 8.00'

POINT OF BEGINNING

12' DEDICATED TO TOWN OF ADDISON

N 00°17'00" E - 221.00'

S 00°17'00" W - 221.00'

1768.00 SQ. FT.
0.041 ACRES

X" IN CONC.

N 89°23'49" E - 11.92'
(REFERENCE BEARING)

S 89°43'00" E - 8.00'

1/2" I.R.F.

60'± R.O.W.

1/2" I.R.F.

180°01'38"

SCALE: 1"=50'

RAIL HOTELS CORPORATION
VOL. 99024, PG. 01020

OUTBACK STEAKHOUSE OF FLORIDA, INC.
VOL. 93046 PG. 1218

G.W. FISHER SURVEY
ABST. NO. 482
QUORUM CENTRE ADDITION

N 89°43'00" W - 263.54'
(REFERENCE BEARING)

SNADON\BRANSOME JOINT VENTURE NO.1
VOL. 84067, PG. 5718

5/8" I.R.F.

H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT4E.DWG
SCALE: 1=50
JPO
11/15/02

ADDISON ROAD

1/2" IRF

60' F.
R.O.W.

180°03'58"

N 89°43'00" W - 8.00'

"x" IN CONC.

1/2" IRF

POINT OF BEGINNING

12' DEDICATED TO TOWN OF ADDISON

N 89°23'49" E - 11.92'
(REFERENCE BEARING)

N 00°17'00" E - 221.00'

S 00°17'00" W - 221.00'

S 89°43'00" E - 8.00'

1768.00 SQ. FT.
0.041 ACRES



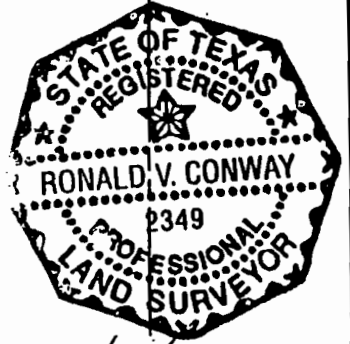
EXHIBIT B

SNADON\BRANSCOME JOINT VENTURE NO.1
VOL. 84067, PG. 5718

N 89°43'00" W - 263.54'
(REFERENCE BEARING)

OUTBACK STEAKHOUSE OF FLORIDA, INC.
VOL. 93046 PG. 1218

RAIL HOTELS CORPORATION
VOL. 99024, PG. 01020



Ronald V. Conway 11/15/02

G.W. FISHER SURVEY
ABST. NO. 482
QUORUM CENTRE ADDITION

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS 7502 GREENVILLE AVE., SUITE 220, DALLAS, TX, 75231, TEL. 214-361-7900	NOV., 2002
	PLAT 4E

5/8" I.R.F.

EXHIBIT C

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, and being part of QUORUM CENTRE ADDITION, an addition to the City of Addison as recorded in Volume 84067, Page 5718, Map Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point located at the most northerly point of a corner clip situated in the intersection of the south line of Arapaho Road (60' R.O.W.) and the east line of Addison Road (60' R.O.W.);

THENCE along the east line of said Addison Road the following:

S 45°18'19" W a distance of 21.17 feet to a point;

S 00°17'00" W a distance of 494.15 feet to a point;

THENCE S 89°43'00" E departing the east line of said Addison Road a distance of 12.00 feet to the POINT OF BEGINNING;

THENCE S 89°43'00" E a distance of 271.50 feet to a point for corner;

THENCE S 00°17'00" W a distance of 221.00 feet to a point for corner;

THENCE N 89°43'00" W a distance of 271.50 feet to a point for corner;

THENCE N 00°17'00" E parallel with the east line of said Addison Road a distance of 221.00 feet to the POINT OF BEGINNING and containing 60,002 square feet or 1.3774 acres of land.

93046 1220

C

FROM THE DESK OF:
MR. STEVEN Z. CHUTCHIAN



JACKIE BOZZUTO

LOWMEES, DRUS DICK & DOSTER
CANTOR & REED

215 N. EOLA DR.
ORLANDO FLA.
32801

PHONE: 407-418-6207

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MS. Jackie Bozzuto
 Louwides, Drossick Doster,
 Cantor & Reed
 215 N. Eola Dr.
 Orlando, FL 32801

2. Article Number (Copy from service label)

7 7002 0860 0004 9719 5389

PS Form 3811, July 1999

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

MARK POZZE 11-26-82

C. Signature

X Mark Pozze Agent
 Addressee

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

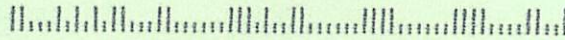
102595-00-M-0952



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

• Sender: Please print your name, address, and ZIP+4 in this box •
Steve Chutchain
TOWN of Addison
P.O. Box 9010
Addison, TX 75001

30



7002 0860 0004 9719 5389

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

QW/SUBSLET
OFFICIAL USE

Postage	\$.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To *MS JACKIE BOZZUTO*
 Street, Apt. No.;
 or PO Box No. *215 N. EOLA DR.*
 City, State, ZIP+ 4 *ORLANDO, FL 32801*

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may **ONLY** be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED with Certified Mail.** For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

EASEMENT AGREEMENT

This Agreement is made and entered into by and between Outback Steakhouse of Florida, Inc. ("Grantor"), and the Town of Addison, Texas (the "Town").

WITNESSETH:

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

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

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Outback Steakhouse of Florida, Inc., and the Town of Addison agree as follows:

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

2. **Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Nine Thousand Two Hundred Eighty Two and No/100 dollars (\$9,282.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

3. Purpose of Easement; Other Provisions.

A. The Easement, together with all of its rights and privileges, may be used by the Town, its employees, contractors, agents, successors, and assigns in connection with activities relating to the construction, placement, installation, reconstruction, relocation, alteration, operation, use, inspection, maintenance, improvement, and modification of landscaping, irrigation, lighting, utility, sidewalk, or other parkway improvements. The Town may perform all excavation, boring, backfilling, embedding, drilling, grading, and other construction activities as the Town from time to time deems necessary, appropriate, or desirable in the Town's reasonable discretion, with respect to the Project and the improvements within the Easement. The Town shall, at all times, have the right of ingress and egress to and from the Easement and the Easement Property as the Town may deem necessary, appropriate, or desirable. The Town shall be solely responsible for and the Town agrees to, at its sole cost and expense, relocate or alter the storm sewer outlet currently located within the Easement in any way necessary in connection with the Project. The Town acknowledges and confirms that, except as may be otherwise agreed by the parties, the Grantor's existing sign, which is not within the easement Property, does not need to be and will not be relocated.

B. Grantor acknowledges and agrees as follows:

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

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

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

D. The Town agrees that all work to be performed by or for the Town in the Easement shall be performed in a good and workmanlike manner, and that no lien for work performed as part of the Project shall be placed upon the Easement.

E. The Town shall indemnify and hold harmless Grantor from and against any an all liability, actions, causes of action, damages, claims, lawsuits, judgments, costs and expenses for personal injury or property damage suffered by any person to the extent that such injury or damage may be caused by any negligent act of the Town in connection with work performed by

or for the Town under this agreement; provided, however, that such indemnity is provided by the Town without waiving any immunity that it may be entitled to, and further such indemnity is subject to and shall not exceed the monetary limitations of damages as set forth in the Texas Tort claims Act. In providing this indemnity, the Town is not waiving any defense afforded by federal or Texas law, and this indemnity is solely for the benefit of Grantor and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

F. The Town shall name Grantor as an additional insured on its insurance policy for purposes of protecting Grantor against any claims, liabilities, losses or suits arising out of or in connection with work performed by or for the Town during the construction of the Project in the Easement Area.

4. **Access.** Construction shall be conducted in a manner that will maintain or provide at least one point of access to Addison Road from the Remainder at all times during such construction.

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

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

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

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

9. **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary

resolutions or other act extending such authority have been duly passed and are now in full force and effect.

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

Executed this ____ day of _____, 2004

GRANTOR:

Outback Steakhouse of Florida, Inc.

By: _____

Print Name: _____

Title: _____

Executed this ____ day of _____, 2004

TOWN OF ADDISON

By: _____
Ron Whitehead, City Manager

STATE OF FLORIDA §
COUNTY OF HILLSBOROUGH §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2004, personally appeared _____, _____ of Outback Steakhouse of Florida, Inc., a Florida corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public in and for the State of Florida

MY COMMISSION EXPIRES:

[S E A L]

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2004, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

[S E A L]

TOWN OF
ADDISON

PUBLIC WORKS

To: JACKIE

From: STEVE CHUTCHAN

Company: _____

Phone: 972/450-2886

FAX #: 407-843-4444

Fax: 972/450-2837

Date: 12/11/02

16801 Westgrove

No. of pages (including cover): 2

P.O. Box 9010

JACKIE -

Addison, TX 75001-9010

THE ATTACHED DRAWING DOES NOT
SHOW THE NEW LANDSCAPING & IRRIGATION PLAN.
IT IS ONLY A PRELIMINARY PLAN. *Steve C.*

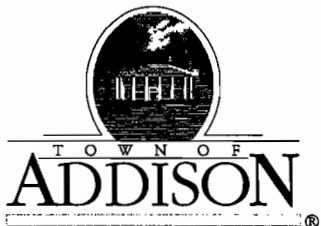
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JACKIE — OUT BACK STEAKHOUSE ATTORNEY

407-418-6207

FAX 407-843-4444



OFFICE OF THE CITY MANAGER

(972) 450-7000 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

November 21, 2002

Ms. Jackie Bozzuto
Lowndes, Drosdick, Doster, Cantor and Reed
215 N. Eola Drive
Orlando, Florida 32801

Re: Parkway Easement – 15180 Addison Road

Dear Ms. Bozzuto:

Pursuant to your agreement with Assistant City Engineer Steve Chutchian, enclosed for your review are three copies of an Easement Agreement reflecting the terms you discussed with Mr. Chutchian. If you find the agreement satisfactory, please have all three copies executed and acknowledged by the appropriate party and return them to my office by December 6, 2002. If you have comments or concerns regarding the terms or language of the agreement, please contact us prior to that date.

Very Truly Yours,

Ron Whitehead
City Manger

EASEMENT AGREEMENT

This Agreement is made and entered into by and between Outback Steakhouse of Florida, Inc. ("Grantor"), and the Town of Addison, Texas (the "Town").

WITNESSETH:

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

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

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Outback Steakhouse of Florida, Inc., and the Town of Addison agree as follows:

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

2. Consideration. This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Nine Thousand Two Hundred Eighty Two and No/100 dollars (\$9,282.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

3. Purpose of Easement; Other Provisions.

A. The Easement, together with all of its rights and privileges, may be used by the Town, its employees, contractors, agents, successors, and assigns in connection with activities relating to the construction, placement, installation, reconstruction, relocation, alteration, operation, use, inspection, maintenance, improvement, and modification of landscaping, irrigation, lighting, utility, sidewalk, or other parkway improvements, or for such other public

purposes as the Town from time to time deems necessary, appropriate, or desirable in the Town's sole discretion, with respect to the Project. The Town may perform all excavation, boring, backfilling, embedding, drilling, grading, and other construction activities as the Town from time to time deems necessary, appropriate, or desirable in the Town's sole discretion, with respect to the Project and the improvements within the Easement. The Town shall, at all times, have the right of ingress and egress to and from the Easement and the Easement Property as the Town may deem necessary, appropriate, or desirable.

B. Grantor acknowledges and agrees as follows:

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

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

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

4. **Access.** Construction shall be conducted in a manner that will maintain or provide at least one point of access to Addison Road from the Remainder at all times during such construction.

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

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

7. **Governing Law; Venue.** In the event of any action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas govern the validity, construction, enforcement and interpretation of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas

(without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

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

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

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

Executed this _____ day of _____, 2002

GRANTOR:

Outback Steakhouse of Florida, Inc.

By: _____

Print Name: _____

Title: _____

Executed this _____ day of _____, 2002

TOWN OF ADDISON

By: _____

Ron Whitehead, City Manager

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2002, personally appeared _____, _____ of Outback Steakhouse of Florida, Inc., a corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

[S E A L]

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2002, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

[S E A L]

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

November 20, 2002

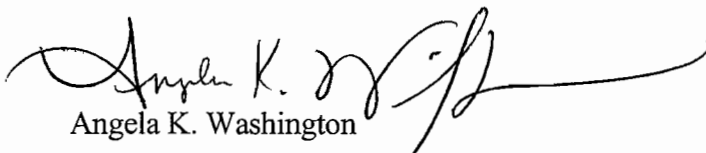
Mr. Steve Chutchian
Assistant City Engineer
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Parcel 8 (Outback Steakhouse), Addison Road Extension Project

Dear Steve:

Enclosed is the Easement Agreement, with all exhibits (Exhibits A, B, and C), for the above-referenced parcel. I am also enclosing a draft cover letter. As you will note, the address and party to whom the letter should be addressed have been left blank, as I do not have that information. Please provide the information and I will be happy to fill it in. In the alternative, I can e-mail the letter to you for completion. If you have any questions or need anything further, please give me a call.

Sincerely,


Angela K. Washington

AKW/yjr
Enclosures

c: Mr. Mike Murphy
Mr. Ken Dippel

November ____, 2002

Mr. _____

Addison, Texas _____

Re: Parkway Easement – 15180 Addison Road

Dear Mr. _____:

Pursuant to your agreement with Assistant City Engineer Steve Chutchian, enclosed for your review are three copies of an Easement Agreement reflecting the terms you discussed with Mr. Chutchian. If you find the agreement satisfactory, please have all three copies executed and acknowledged by the appropriate party and return them to my office by December 2, 2002. If you have comments or concerns regarding the terms or language of the agreement, please contact us prior to that date.

Very Truly Yours,

DRAFT

Ron Whitehead
City Manger

EASEMENT AGREEMENT

This Agreement is made and entered into by and between Outback Steakhouse of Florida, Inc. ("Grantor"), and the Town of Addison, Texas (the "Town").

WITNESSETH:

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

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

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Outback Steakhouse of Florida, Inc., and the Town of Addison agree as follows:

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

2. **Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Nine Thousand Two Hundred Eighty Two and No/100 dollars (\$9,282.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

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

A. The Easement, together with all of its rights and privileges, may be used by the Town, its employees, contractors, agents, successors, and assigns in connection with activities relating to the construction, placement, installation, reconstruction, relocation, alteration, operation, use, inspection, maintenance, improvement, and modification of landscaping, irrigation, lighting, utility, sidewalk, or other parkway improvements, or for such other public

purposes as the Town from time to time deems necessary, appropriate, or desirable in the Town's sole discretion, with respect to the Project. The Town may perform all excavation, boring, backfilling, embedding, drilling, grading, and other construction activities as the Town from time to time deems necessary, appropriate, or desirable in the Town's sole discretion, with respect to the Project and the improvements within the Easement. The Town shall, at all times, have the right of ingress and egress to and from the Easement and the Easement Property as the Town may deem necessary, appropriate, or desirable.

B. Grantor acknowledges and agrees as follows:

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

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

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

4. **Access.** Construction shall be conducted in a manner that will maintain or provide at least one point of access to Addison Road from the Remainder at all times during such construction.

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

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

7. **Governing Law; Venue.** In the event of any action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas govern the validity, construction, enforcement and interpretation of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas

(without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

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

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

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

Executed this _____ day of _____, 2002

GRANTOR:

Outback Steakhouse of Florida, Inc.

By: _____

Print Name: _____

Title: _____

Executed this _____ day of _____, 2002

TOWN OF ADDISON

By: _____

Ron Whitehead, City Manager

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2002, personally appeared _____, _____ of Outback Steakhouse of Florida, Inc., a corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

[S E A L]

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2002, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

[S E A L]

TOWN OF ADDISON, TEXAS
FIELD NOTE DESCRIPTION
FOR
OUTBACK STEAKHOUSE OF FLORIDA, INC.
(PARKWAY EASEMENT)

BEING a parcel of land out of a 1.3774 acre tract of land located in the G. W. Fisher Survey, Abstract No. 482, in the Quorum Centre Addition, an addition to the Town of Addison, Texas, conveyed to Outback Steakhouse of Florida, Inc. by a deed now record in Volume 93046, Page 1218, of the Deed Records of Dallas County, Texas, said parcel of land being more particularly described as follows:

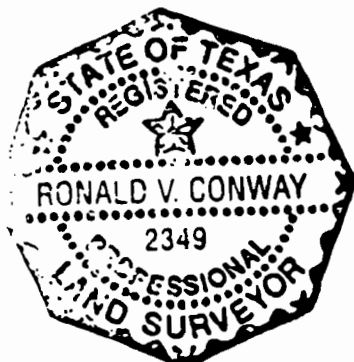
BEGINNING at a point in south line of said 1.3774 acre tract and in the north line of a tract of land conveyed to Snadon\Brascome Joint Venture No.1 by a deed now of record in Volume 84067, Page 5718 of the Deed Records of Dallas County, Texas, said point being N 89°43'00" W, 263.54 feet from a 5/8" iron rod found marking the southeast corner of the said 1.3774 acre tract;

THENCE, N 89°43'00" W, along the north property line of the said Snadon\Brascome tract and the south property line of the said 1.3774 acre tract, a distance of 8.00 feet to a point for a corner, said point being in the east line of tract of land 12 foot wide right-of-way dedication to the Town of Addison for Addison Road and in the west property line of the said 1.3774 acre tract;

THENCE, N00°17'00" E, along the east line of the said Town of Addison right-of-way dedication and the west line of the said 1.3774 acre tract, a distance of 221.00 feet to a point for a corner, said point being in the north line of the said 1.3774 tract and the south line of a tract of land conveyed to Rail Hotels Corporation as recorded in Volume 99024, Page 1020 of the Deed Records of Dallas County, Texas, said point also being N 89°23'49" E, a distance of 11.92 feet to a "X" found marking the east right-of-way line of Addison Road and the southwest corner of the said Rail Hotels tract;

THENCE, S 89°43'00" E, along the north line of the said 1.3774 acre tract and the south line of the said Rail Hotels tract, a distance of 8.00 feet to a point for a corner;

THENCE, S 00°17'00" W, being at all times parallel and at a perpendicular distance of 8 feet to the west property line of the said 1.3774 acre tract and the east line of the said Town of Addison right-of-way dedication, a distance of 221.00 feet to the Point of Beginning, and containing 1,768.00 square feet (0.041 acres) of land.



Ronald V. Conway
11/15/02

1/15/02 JPO SCALE 1"=50 H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT4E.DWG

ADDISON ROAD

1/2" IRF

60' F.
R.O.W.

180°03'58"

N 89°43'00" W - 8.00'

"X" IN CONC.

1/2" IRF

POINT OF BEGINNING

12' DEDICATED TO TOWN OF ADDISON

N 89°23'49" E - 11.92'
(REFERENCE BEARING)

N 00°17'00" E - 221.00'

S 00°17'00" W - 221.00'

S 89°43'00" E - 8.00'

1768.00 SQ. FT.
0.041 ACRES



SCALE: 1"=50'

EXHIBIT B

SNADON\BRANSCOME JOINT VENTURE NO.1
VOL. 84067, PG. 5718

N 89°43'00" W - 263.54'
(REFERENCE BEARING)

OUTBACK STEAKHOUSE OF FLORIDA, INC.
VOL. 93046 PG. 1218

RAIL HOTELS CORPORATION
VOL. 99024, PG. 01020



Ronald V. Conway 11/15/02

G.W. FISHER SURVEY
ABST. NO. 482
QUORUM CENTRE ADDITION

5/8" I.R.F.

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS 7502 GREENVILLE AVE., SUITE 220, DALLAS, TX 75231, TELE. 214-361-7800	NOV., 2002
PLAT 4E	

EXHIBIT C

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, and being part of QUORUM CENTRE ADDITION, an addition to the City of Addison as recorded in Volume 84067, Page 5718, Map Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point located at the most northerly point of a corner clip situated in the intersection of the south line of Arapaho Road (60' R.O.W.) and the east line of Addison Road (60' R.O.W.);

THENCE along the east line of said Addison Road the following:

S 45°18'19" W a distance of 21.17 feet to a point;

S 00°17'00" W a distance of 494.15 feet to a point;

THENCE S 89°43'00" E departing the east line of said Addison Road a distance of 12.00 feet to the POINT OF BEGINNING;

THENCE S 89°43'00" E a distance of 271.50 feet to a point for corner;

THENCE S 00°17'00" W a distance of 221.00 feet to a point for corner;

THENCE N 89°43'00" W a distance of 271.50 feet to a point for corner;

THENCE N 00°17'00" E parallel with the east line of said Addison Road a distance of 221.00 feet to the POINT OF BEGINNING and containing 60,002 square feet or 1.3774 acres of land.

93046 1220

TOWN OF ADDISON, TEXAS
FIELD NOTE DESCRIPTION
FOR
OUTBACK STEAKHOUSE OF FLORIDA, INC.
(PARKWAY EASEMENT)

BEING a parcel of land out of a 1.3774 acre tract of land located in the G. W. Fisher Survey, Abstract No. 482, in the Quorum Centre Addition, an addition to the Town of Addison, Texas, conveyed to Outback Steakhouse of Florida, Inc. by a deed now record in Volume 93046, Page 1218, of the Deed Records of Dallas County, Texas, said parcel of land being more particularly described as follows:

BEGINNING at a point in south line of said 1.3774 acre tract and in the north line of a tract of land conveyed to Snadon\Branscome Joint Venture No.1 by a deed now of record in Volume 84067, Page 5718 of the Deed Records of Dallas County, Texas, said point being N 89°43'00" W, 263.54 feet from a 5/8" iron rod found marking the southeast corner of the said 1.3774 acre tract;

THENCE, N 89°43'00" W, along the north property line of the said Snadon\Brascome tract and the south property line of the said 1.3774 acre tract, a distance of 8.00 feet to a point for a corner, said point being in the east line of tract of land 12 foot wide right-of-way dedication to the Town of Addison for Addison Road and in the west property line of the said 1.3774 acre tract;

THENCE, N00°17'00" E, along the east line of the said Town of Addison right-of-way dedication and the west line of the said 1.3774 acre tract, a distance of 221.00 feet to a point for a corner, said point being in the north line of the said 1.3774 tract and the south line of a tract of land conveyed to Rail Hotels Corporation as recorded in Volume 99024, Page 1020 of the Deed Records of Dallas County, Texas, said point also being N 89°23'49" E, a distance of 11.92 feet to a "X" found marking the east right-of-way line of Addison Road and the southwest corner of the said Rail Hotels tract;

THENCE, S 89°43'00" E, along the north line of the said 1.3774 acre tract and the south line of the said Rail Hotels tract, a distance of 8.00 feet to a point for a corner;

THENCE, S 00°17'00" W, being at all times parallel and at a perpendicular distance of 8 feet to the west property line of the said 1.3774 acre tract and the east line of the said Town of Addison right-of-way dedication, a distance of 221.00 feet to the Point of Beginning, and containing 1,768.00 square feet (0.041 acres) of land.



Ronald V. Conway
 11/15/02

11/15/02 JPO SCALE: 1=50 H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT4E.DWG

ADDISON ROAD

1/2" IRF

60'± R.O.W.

180°03'58"

N 89°43'00" W - 8.00'

"X" IN CONC.

1/2" IRF

POINT OF BEGINNING

12' DEDICATED TO TOWN OF ADDISON

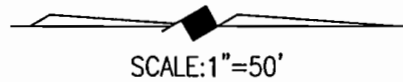
N 89°23'49" E - 11.92'
(REFERENCE BEARING)

N 00°17'00" E - 221.00'

S 00°17'00" W - 221.00'

S 89°43'00" E - 8.00'

1768.00 SQ. FT.
0.041 ACRES



SNADON\BRANSCOME JOINT VENTURE NO.1
VOL. 84067, PG. 5718

N 89°43'00" W - 263.54'
(REFERENCE BEARING)

OUTBACK STEAKHOUSE OF FLORIDA, INC.
VOL. 93046 PG. 1218

RAIL HOTELS CORPORATION
VOL. 99024, PG. 01020



Ronald V. Conway 11/15/02

G.W. FISHER SURVEY
ABST. NO. 482

QUORUM CENTRE ADDITION

TOWN OF ADDISON, TEXAS
ADDISON ROAD
BELT LINE RD. TO KELLER SPRINGS RD.
PARKWAY EASEMENT

5/8" I.R.F.

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS
7502 GREENVILLE AVE., SUITE 220, DALLAS, TX, 75231, TELE. 214-361-7900

NOV., 2002
PLAT 4E

TOWN OF ADDISON, TEXAS
FIELD NOTE DESCRIPTION
FOR
OUTBACK STEAKHOUSE OF FLORIDA, INC.
(PARKWAY EASEMENT)

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THENCE, N00°17'00" E, along the east line of the said Town of Addison right-of-way dedication and the west line of the said 1.3774 acre tract, a distance of 221.00 feet to a point for a corner, said point being in the north line of the said 1.3774 tract and the south line of a tract of land conveyed to Rail Hotels Corporation as recorded in Volume 99024, Page 1020 of the Deed Records of Dallas County, Texas, said point also being N 89°23'49" E, a distance of 11.92 feet to a "X" found marking the east right-of-way line of Addison Road and the southwest corner of the said Rail Hotels tract;

THENCE, S 89°43'00" E, along the north line of the said 1.3774 acre tract and the south line of the said Rail Hotels tract, a distance of 8.00 feet to a point for a corner;

THENCE, S 00°17'00" W, being at all times parallel and at a perpendicular distance of 8 feet to the west property line of the said 1.3774 acre tract and the east line of the said Town of Addison right-of-way dedication, a distance of 221.00 feet to the Point of Beginning, and containing 1,768.00 square feet (0.041 acres) of land.



Ronald V. Conway
11/15/02

11/15/02 JPO SCALE: 1"=50 H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT4E.DWG

ADDISON ROAD

1/2" IRF

60' F.
R.O.W.

180°03'58"

N 89°43'00" W - 8.00'

"X" IN CONC.

1/2" IRF

POINT OF BEGINNING

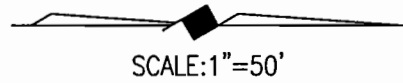
12' DEDICATED TO TOWN OF ADDISON

N 89°23'49" E - 11.92'
(REFERENCE BEARING)

N 00°17'00" E - 221.00'
S 00°17'00" W - 221.00'

S 89°43'00" E - 8.00'

1768.00 SQ. FT.
0.041 ACRES



SNADON\BRANSCOME JOINT VENTURE NO.1
VOL. 84067, PG. 5718

N 89°43'00" W - 263.54'
(REFERENCE BEARING)

OUTBACK STEAKHOUSE OF FLORIDA, INC.
VOL. 93046 PG. 1218

RAIL HOTELS CORPORATION
VOL. 99024, PG. 01020



Ronald V. Conway 11/15/02

G.W. FISHER SURVEY
ABST. NO. 482
QUORUM CENTRE ADDITION

5/8" I.R.F.

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS 7502 GREENVILLE AVE., SUITE 220, DALLAS, TX. 75231, TELE. 214-361-7900	NOV., 2002
	PLAT 4E

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
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GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.
DOUGLAS K. SHOWERS, P.E.
ROSS L. JACOBS, P.E.

November 15, 2002

Mr. Luke Jalbert, E.I.T.
Project Manager
Engineering Dept.
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010


Re: Addison Road Improvements

Dear Mr. Jalbert:

We are enclosing three copies each of a plat and field note description for the parkway easements required for the proposed improvements to Addison Road across the Outback Steakhouse of Florida, Inc. and the Minol Center, L.P. tracts of land. These documents have been revised to reference the current owner.

Please give me a call if you need additional revisions made to the documents.

Sincerely yours,



Ronald V. Conway, P.E.

Enclosures