

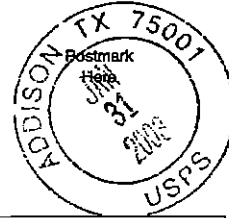
Adelison Rd - Cafe Capri

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

|   |         |
|---|---------|
| Postage   | \$ .83  |
| Certified Fee                                     | 2.30    |
| Return Receipt Fee<br>(Endorsement Required)      | 1.75    |
| Restricted Delivery Fee<br>(Endorsement Required) |         |
| Total Postage & Fees                              | \$ 4.88 |



Sent To: MR SIYAVISHA JAHANI  
Street, Apt. No., or PO Box No.: CAFE CAPP  
City, State, ZIP+4: 15107 ADDISON RD  
ADDISON TX 75001-4545

PS Form 3800, June 2002

See Reverse for Instructions

7002 2410 0004 5351 9351

DATE SUBMITTED: September 16, 2003  
FOR COUNCIL MEETING: September 23, 2003

**Council Agenda Item:**

**SUMMARY:**

This item is for consideration and approval of a resolution approving the purchase of an easement in a 0.068 acre tract of land generally located at 15107 Addison Road for Permanent Right-of-Way; approving an easement agreement for said purchase; and providing an effective date.

**FINANCIAL IMPACT:**

Budgeted Amount: N/A

Easement Offer: \$34,338.13

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 easement acquisition process is currently underway on the proposed Addison Road Widening, Phase I project. Approximately 0.068 acre of Parkway Easement adjacent to the proposed widening of Addison Road is required for the purpose of constructing landscaping, irrigation, and sidewalk improvements. This parcel is currently owned by Siavish Jahani, et al, and the site is operated as Café Capri.

The property owner previously received a copy of the appraisal from the Town, with a total compensation value of \$24,968.00. In January 2003, the Town made an offer of \$29,850 to the owner for the Parkway Easement. In a letter, dated February 6, 2003, the property owner forwarded a counter offer response to the Town, in the amount of \$34,338.13 (see attached letter). An easement agreement (see attached) was prepared, and included the \$34,338.13 value and addressed other items that were listed in the property owners counter offer response.

**RECOMMENDATION:**

It is recommended that the Council approve a resolution that approves an easement agreement for the purchase of a parkway easement from Siavish Jahani, et al, in the amount of \$34,338.13, in a 0.068 acre tract of land generally located at 15107 Addison Road

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. R \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING THE PURCHASE OF AN EASEMENT IN A 0.068 ACRE TRACT OF LAND GENERALLY LOCATED AT 15107 ADDISON ROAD FOR PERMANENT RIGHT-OF-WAY; APPROVING AN EASEMENT AGREEMENT FOR SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, a tract of land approximately 0.068 acres in size (as described in Exhibit A to the Easement Agreement attached hereto and incorporated herein) is required for permanent right-of-way in connection with the proposed improvement to Addison Road; and

**WHEREAS**, the owner of said tract has agreed to convey the necessary easement to the Town of Addison for \$34,338.13; 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 \$34,338.13 is reasonable compensation for the easement, as described in the above premises, to be acquired and all damages, if any, to the property remaining, and does hereby authorize the City Manager to acquire the easement in, over, under and through the 0.068 acre tract of land (as described in the attached Exhibit A to the Easement Agreement attached hereto and incorporated herein, and located generally at 15107 Addison Road) for permanent right-of-way for the expansion of Addison Road.

**Section 2.** That the City Council does hereby approve the Easement Agreement attached hereto regarding the purchase of the easement described in Section 1 above, and hereby authorizes the City Manager to enter into said Agreement and 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 distribute funds by wire transfer or otherwise in favor of Siavish Jahani or the current owner(s) of record, in the amount of \$34,338.13, and for such other incidental costs as may be necessary to complete the transaction to acquire the Property.

**OFFICE OF THE CITY SECRETARY**

Page 1 of 2

**RESOLUTION NO. \_\_\_\_\_**

**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 23rd day of September, 2003.

---

R. Scott Wheeler, Mayor

ATTEST:

---

Carmen Moran, City Secretary

APPROVED AS TO FORM:

---

Ken C. Dippel, City Attorney

FEB-10-2003 11:27

COWLES &amp; THOMPSON

2146722020 P.03/04

2-07-2003 5:36PM FROM TOWN OF ADDISON 972 450 7043

P. 2

Feb. 7, 2003 11:26AM MOSSER MALLERS PLLC LAWYERS

FEB - 7 2003

**MOSSER MALLERS PLLC.**  
**LAWYERS**

17110 DALLAS PARKWAY, SUITE 290 • DALLAS, TEXAS 75248 • 972-735-9225 • FAX: 972-267-5072

February 6, 2003

Via Facsimile: 972-460-7043

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

In Re: Café Capri and Siavish Jahani

Dear Mr. Whitehead:

Pursuant to your communications with Mr. Jahani in September and November of 2002 and your letter dated January 30, 2003 and our various telephone conversations, Mr. Jahani desires that I transmit to you the following proposal:

1. Value of the proposed taking for road improvements in the City of Addison should be stated at \$34,336.13.
2. The City and the City's contractors are required to maintain a proper grade at the street level into the present parking lot level for ingress and egress of employees and customers of Café Capri.
3. Landscaping shall be replaced upon completion to ensure exposure of Café Capri's signs solely at the expense of the City with approval by Café Capri.
4. The Café Capri sign shall be relocated to the front of the property in a location and placement with approval by Café Capri and lighting to allow adequate viewing and notice to passing customers, clientele, and prospective customers and clientele solely at the expense of the City with the approval of Café Capri.
5. The City shall be responsible for the relocation and reinstallation of all of the ornamental lights, timber and landscaping solely at the expense of the City with approval of Café Capri.
6. The City shall be responsible for removing and resetting of all parking lights and all ornamental landscaping decorations at the front of the property.

FEB-10-2003 11:27

COWLES & THOMPSON

2146722020

P. 04/04

2-07-2003 5:36PM

FROM TOWN OF ADDISON 972 450 7043

P. 3

Feb. 7. 2003 11:27AM

MOSSER MALLERS PLLC LAWYERS

No. 6570 P. 2


October 22, 2002

Page 2

- 7. The City shall solely be responsible for the costs and expenses involved in the construction of curbs and driveways to meet the present parking lot for Café Capri and proper grading of same.
- 8. The City shall ensure and guarantee by bond and contract that the subject street-widening project shall be completed within ninety (90) days from date of beginning of both sides and in both directions of the street and that the contractor shall be bonded, naming as a third party beneficiary to the contract and bond, Café Capri and Mr. Jahani.
- 9. The City shall ensure that the contract and that the bond guarantees that there shall not be any interruption of business ingress and egress to Café Capri during the hours of operation of Café Capri.

Mr. Jahani has requested that I transmit this information to you. In his request he is ready to execute an agreement with the City on these terms and conditions. Please contact my office if you have further questions.

Respectfully, *MOSSER MALLERS PLLC LAWYERS*



By: James C. Mosser, Lawyer

cc: Client

## EASEMENT AGREEMENT

This Agreement is made and entered into by and between Siavish Jahani and the Town of Addison, Texas (the "Town").

### WITNESSETH:

**WHEREAS**, Grantor owns 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 and right-of-way in, over, across, upon, under and through the Easement Property for a parkway 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, Siavish Jahani 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 Thirty Four Thousand Three Hundred Thirty-Eight and 13/100 dollars (\$34,338.13), 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, his 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. **Landscaping & Irrigation.** All landscaping and irrigation to be placed within the Easement Property shall be installed by and at the expense of the Town. Existing landscaping on the Easement Property or the Remainder that does not conform to the overall landscape plan for the Addison Road corridor may be removed by and at the expense of the Town. Grantor may review and make comments to the landscape plan for Grantee's consideration.

5. **Light Relocation.** Any existing ornamental lights to be relocated because of or in connection with rights granted to or work performed by the Town under this Agreement shall be relocated by the Town at its sole cost and expense.

6. **Drive Approaches.** The two existing drive approaches located on the Easement Property and fronting Addison Road shall be reconstructed and properly graded by the Town at its sole cost and expense.

7. **Signs.** The Town may remove and replace any public signs or install any new public signs on the Easement Property. The Town shall remove one private pole sign located on the Easement Property and shall install one new private sign on the Easement Property. Such sign, which shall be provided and paid for by Grantor, must comply with all applicable law. The exact location of this private sign shall be mutually determined by the Town and Grantor. During its installation of the sign, the Town shall install electrical connections for the sign. Grantor shall be solely responsible for monthly electric bills and any other costs associated with the operation of the sign. Landscaping on the Easement Property shall be maintained by the Town in a manner that will not obstruct visibility of the sign from the adjacent roadway.

8. **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

construction. This access point must be reasonably graded to allow adequate access to the Remainder by employees and patrons.

9. **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 himself, his 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.

10. **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.

11. **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.

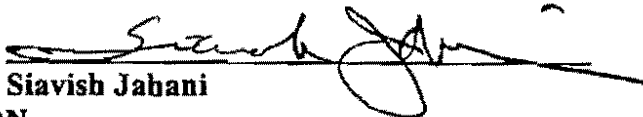
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by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

13. **Authority.** The undersigned parties or officers and/or agents of the parties hereto are properly authorized and have the necessary authority to execute this Agreement, and each of the undersigned 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.

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

**GRANTOR:**

Executed this 15<sup>th</sup> day of May, 2003

  
Siavish Jahani

**TOWN OF ADDISON**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2003

By: \_\_\_\_\_

**Ron Whitehead, City Manager**  
**Town of Addison**

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 15<sup>th</sup> day of July, 2003, personally appeared Siavish Jahani and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

Joni S. Dargatzis  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

11-3-03

[SEAL]



STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, 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:

\_\_\_\_\_

[SEAL]

TOWN OF ADDISON, TEXAS

FIELD NOTE DESCRIPTION  
FOR  
JAMES E. SAULS  
(PARKWAY EASEMENT)

BEING a tract out of a 0.774 acre tract of land located in the Edward Cook Survey, Abstract No. 326, in the Town of Addison, Dallas County, Texas, conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point for a corner, said point being the northeast corner of said 0.774 acre tract and the southeast corner of a 1.00 acre tract of land conveyed to The Filling Station of Addison, Inc., by a deed now of record in Volume 94100, Page 05577, of the Deed Records of Dallas County, Texas, and being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said point also being N 77° 25'12" E, 339.90 feet from a found 3/4 iron rod in the west right-of-way of St Louis Southwestern Railroad, (generally a 100 foot right-of-way);

THENCE, Due South, along the east line of said 0.774 acre tract, and along the west right-of-way line of said Addison Road, a distance of 149.29 feet to a point for corner, said point being the southeast corner of said 0.774 acre tract;

THENCE, S 89° 43'30" W along the south line of said 0.774 acre tract, a distance of 8.64 feet to a found 1/2 inch iron rod indicating the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of the Deed Records of Dallas County, Texas, and continuing S 89° 43'30" W along the south line of said 0.774 acre tract and along the north line of said 1.0289 acre tract for a **Total Distance of 20.00 feet** to a point for corner;

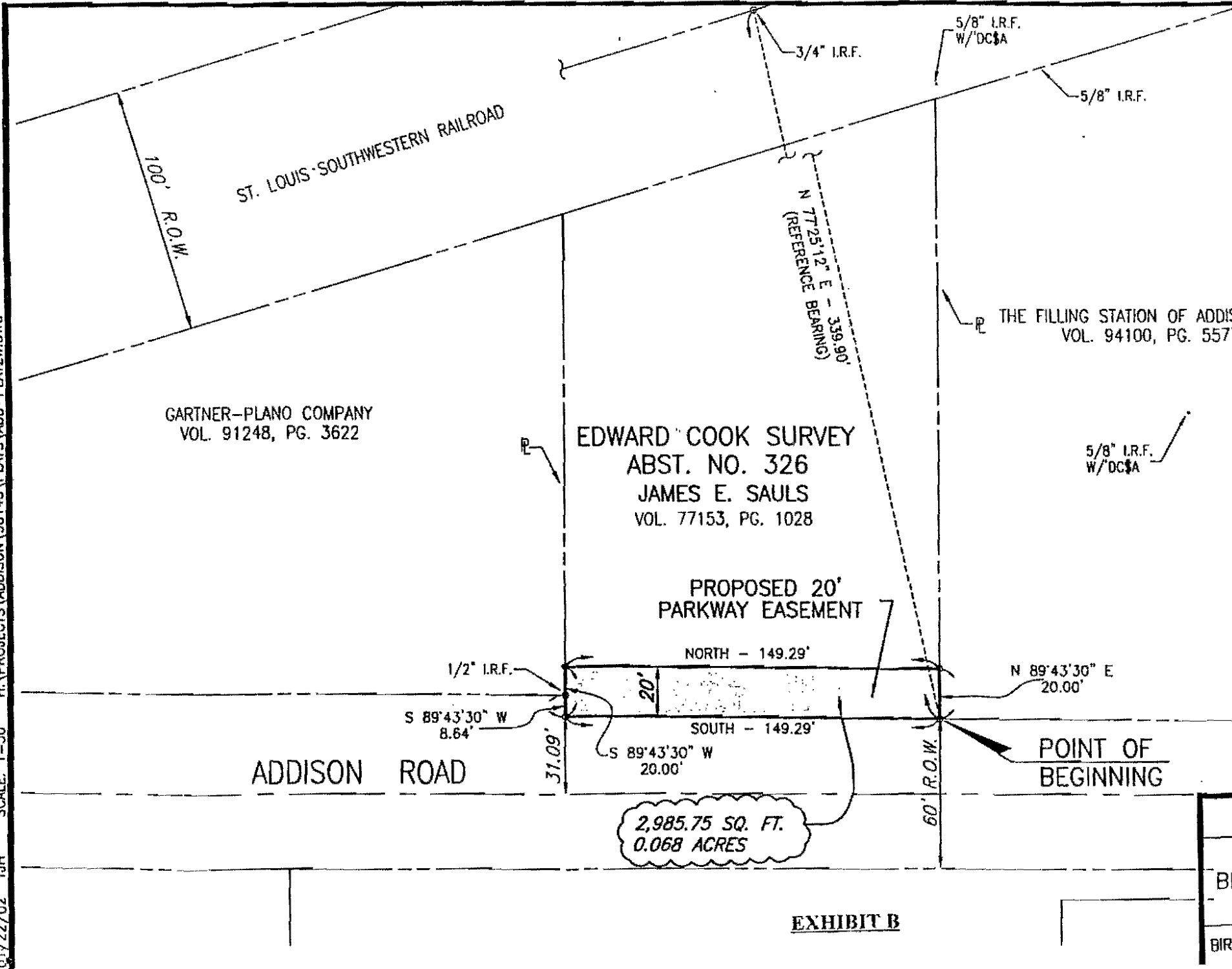
THENCE, Due North for a distance of 149.29 feet to a point for corner, said point being in the north line of said 0.774 acre tract and in the south line of said 1.00 acre tract;

THENCE, N 89° 43'30" E along north line of said 0.774 acre and in the south line of said 1.00 acre tract for a distance of 20.00 feet to the Point of Beginning and containing 2,985.75 square feet (0.068 acres) of land.



*Ross L Jacobs*  
JAN. 25, 2002

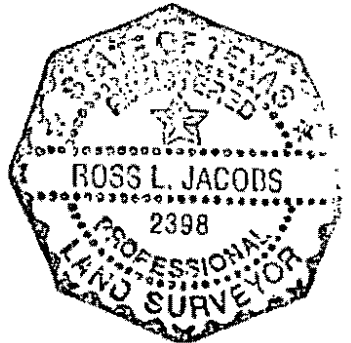
01/22/02 TJH SCALE: 1=50 H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT2W.DWG



GARTNER-PLANO COMPANY  
VOL. 91248, PG. 3622

EDWARD COOK SURVEY  
ABST. NO. 326  
JAMES E. SAULS  
VOL. 77153, PG. 1028

THE FILLING STATION OF ADDISON, INC.  
VOL. 94100, PG. 5577



*Ross L. Jacobs*  
JAN. 25, 2002

SCALE: 1"=50'

|   |
|---|
| TOWN OF ADDISON, TEXAS                            |
| ADDISON ROAD                                      |
| BELT LINE RD. TO KELLER SPRINGS RD.               |
| PARKWAY EASEMENT                                  |
| BIRKHOFF, HENDRICKS & CONWAY, L.L.P.   JAN., 2002 |

EXHIBIT B

*25th*  
*Anniversary*  
1978-2003

**COWLES & THOMPSON**

A Professional Corporation  
ATTORNEYS AND COUNSELORS

**FACSIMILE COVER PAGE**Date: September 15, 2003 Time: \_\_\_\_\_Total Number of Pages (including this sheet): 10Normal/Rush: Normal Client/Matter #: 3305/62147

TO: (1) Steve Chutchian FAX: 972.450.2837 PHONE:

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

MESSAGE: RE: Parcel 1 (Cafe Capri), Addison Extension 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.

DALLAS TYLER

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

25th  
Anniversary  
1978-2003

**COWLES & THOMPSON**

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

September 15, 2003

**VIA FACSIMILE (972) 450-2837**

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

**RE: Parcel 1 (Café Capri), Addison Extension of Road Project**

Dear Steve:

As we discussed, attached is a Resolution approving the purchase and agreement for the above-referenced property. The attachment to the Resolution, the Easement Agreement, is also attached. Once approved by the Council, I will provide the original document for execution by the city manager. If you have any questions or concerns, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Attachments

c(w/o Enclosure): Mr. Kenneth C. Dippel, w/firm

**TOWN OF ADDISON, TEXAS****RESOLUTION NO. R \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING THE PURCHASE OF AN EASEMENT IN A 0.068 ACRE TRACT OF LAND GENERALLY LOCATED AT 15107 ADDISON ROAD FOR PERMANENT RIGHT-OF-WAY; APPROVING AN EASEMENT AGREEMENT FOR SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, a tract of land approximately 0.068 acres in size (as described in Exhibit A to the Easement Agreement attached hereto and incorporated herein) is required for permanent right-of-way in connection with the proposed improvement to Addison Road; and

**WHEREAS**, the owner of said tract has agreed to convey the necessary easement to the Town of Addison for \$34,338.13; 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 \$34,338.13 is reasonable compensation for the easement, as described in the above premises, to be acquired and all damages, if any, to the property remaining, and does hereby authorize the City Manager to acquire the easement in, over, under and through the 0.068 acre tract of land (as described in the attached Exhibit A to the Easement Agreement attached hereto and incorporated herein, and located generally at 15107 Addison Road) for permanent right-of-way for the expansion of Addison Road.

**Section 2.** That the City Council does hereby approve the Easement Agreement attached hereto regarding the purchase of the easement described in Section 1 above, and hereby authorizes the City Manager to enter into said Agreement and 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 distribute funds by wire transfer or otherwise in favor of Siavish Jahani or the current owner(s) of record, in the amount of \$34,338.13, and for such other incidental costs as may be necessary to complete the transaction to acquire the Property.

**OFFICE OF THE CITY SECRETARY**  
Page 1 of 2

**RESOLUTION NO. \_\_\_\_\_**



**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 23rd day of September, 2003.

\_\_\_\_\_  
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 Siavish Jahani and the Town of Addison, Texas (the "Town").

### WITNESSETH:

**WHEREAS**, Grantor owns 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 and right-of-way in, over, across, upon, under and through the Easement Property for a parkway 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, Siavish Jahani 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 Thirty Four Thousand Three Hundred Thirty-Eight and 13/100 dollars (\$34,338.13), 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, his 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. **Landscaping & Irrigation.** All landscaping and irrigation to be placed within the Easement Property shall be installed by and at the expense of the Town. Existing landscaping on the Easement Property or the Remainder that does not conform to the overall landscape plan for the Addison Road corridor may be removed by and at the expense of the Town. Grantor may review and make comments to the landscape plan for Grantee's consideration.

5. **Light Relocation.** Any existing ornamental lights to be relocated because of or in connection with rights granted to or work performed by the Town under this Agreement shall be relocated by the Town at its sole cost and expense.

6. **Drive Approaches.** The two existing drive approaches located on the Easement Property and fronting Addison Road shall be reconstructed and properly graded by the Town at its sole cost and expense.

7. **Signs.** The Town may remove and replace any public signs or install any new public signs on the Easement Property. The Town shall remove one private pole sign located on the Easement Property and shall install one new private sign on the Easement Property. Such sign, which shall be provided and paid for by Grantor, must comply with all applicable law. The exact location of this private sign shall be mutually determined by the Town and Grantor. During its installation of the sign, the Town shall install electrical connections for the sign. Grantor shall be solely responsible for monthly electric bills and any other costs associated with the operation of the sign. Landscaping on the Easement Property shall be maintained by the Town in a manner that will not obstruct visibility of the sign from the adjacent roadway.

8. **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

construction. This access point must be reasonably graded to allow adequate access to the Remainder by employees and patrons.

9. **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 himself, his 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.

10. **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.

11. **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.

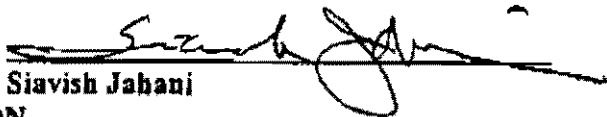
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by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

13. **Authority.** The undersigned parties or officers and/or agents of the parties hereto are properly authorized and have the necessary authority to execute this Agreement, and each of the undersigned 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.

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

**GRANTOR:**

Executed this 15<sup>th</sup> day of March, 2003

  
Siavish Jahani

**TOWN OF ADDISON**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2003

By: \_\_\_\_\_  
**Ron Whitehead, City Manager**  
**Town of Addison**

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 15<sup>th</sup> day of October, 2003, personally appeared Siavish Jahani and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

Joni S. Duperon  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

11-3-03

[SEAL]



STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, 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:

\_\_\_\_\_

[SEAL]

01/22/02 TJH SCALE: 1"=50' H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT2W.DWG

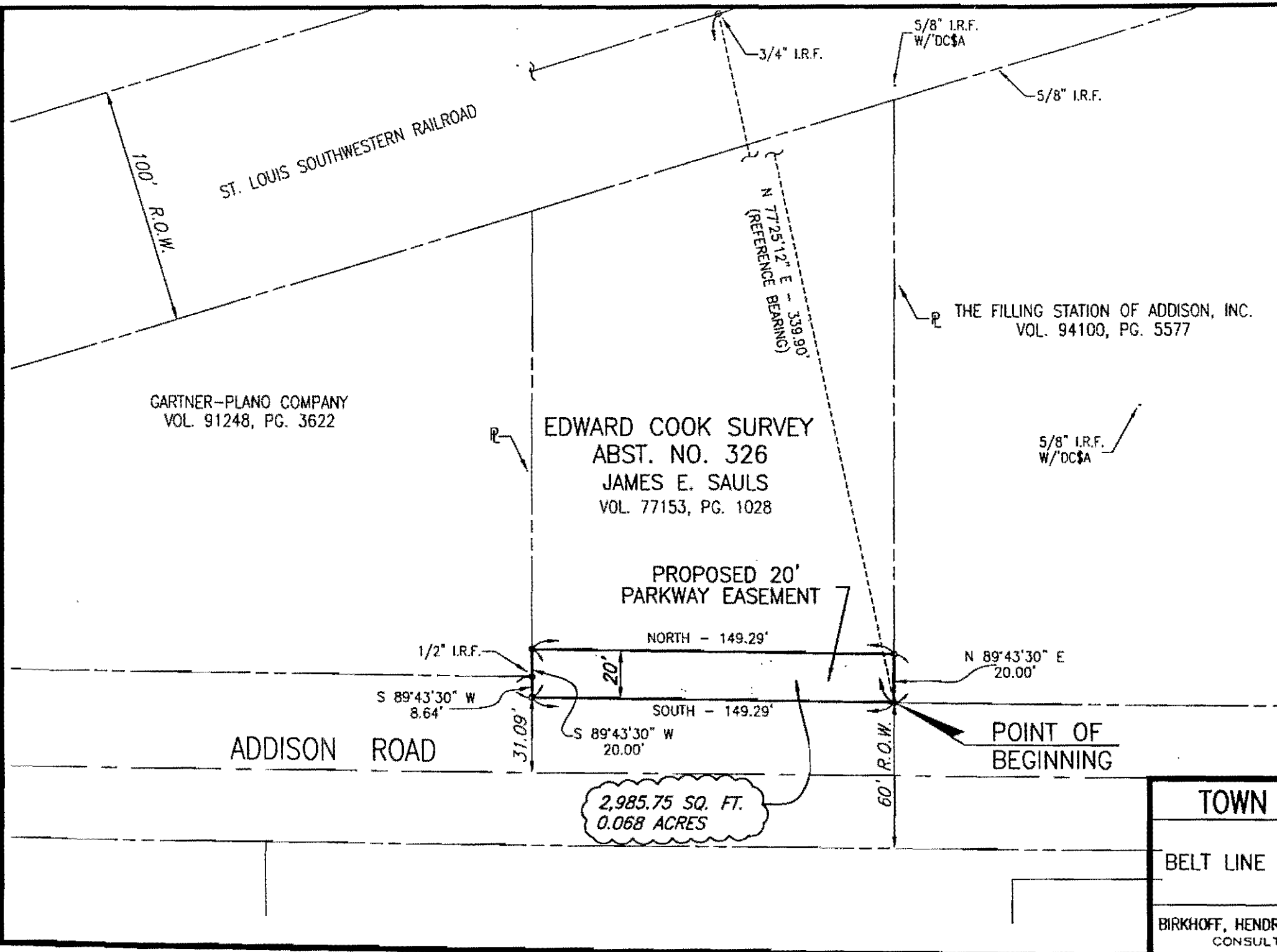


EXHIBIT B

*Ross L. Jacobs*  
JAN. 25, 2002

|  |                       |
|--|-----------------------|
| TOWN OF ADDISON, TEXAS                                       |                       |
| ADDISON ROAD   |                       |
| BELT LINE RD. TO KELLER SPRINGS RD.                          |                       |
| PARKWAY EASEMENT   |                       |
| BIRKHOFF, HENDRICKS & CONWAY, L.L.P.<br>CONSULTING ENGINEERS | JAN., 2002<br>PLAT 2W |

25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

September 5, 2003

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

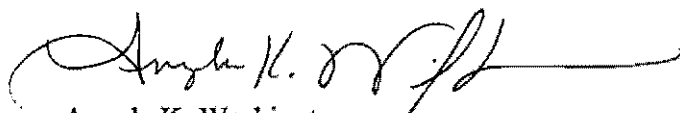
Ms. Patricia A. Sherman Bruce, Esq.  
Vice President  
Republic Title of Texas, Inc.  
2626 Howell Street, 10<sup>th</sup> Floor  
Dallas, TX 75204-4064

**RE: Parcel 1 (Siavish Jahani), Addison Widening of Road Project  
G.F. No.: 02R05320/SJ7**

Dear Patricia:

Enclosed is a copy of the partially executed Easement Agreement, which contains the purchase price. This should provide the information you need to prepare the necessary documents. The agreement will be placed on the September 23, 2003 agenda for council consideration. After which, I will forward to you the fully executed document. If you have any questions or need anything further at this time, please do not hesitate to call.

Sincerely,



Angela K. Washington

AKW/yjr  
Enclosure

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

25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

July 17, 2003

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

**RE: Parcel 1 (Café Capri), Addison Widening of Road Project**  
**Your File No.: 02R05320/SJ7**

Dear Patricia:

The QuitClaim Deed prepared by your office in connection with the above-referenced property has been executed by all required parties, the last being received by my office today. I am enclosing the originals for filing by your office. It is my understanding that this should clear up any outstanding ownership issues. I am, however, still somewhat confused by your June 26, 2003 correspondence showing George Clark, Carroll Houpt, and W. F. Laughlin as the record title owners of Tract 2. Please let me know if there are additional ownership issues. If there are no additional ownership issues, please proceed with the closing process. Your file should contain an executed copy of your form requesting deletion of the arbitration provision from the title policy. The form was forwarded to Janine Barber on April 25, 2003. Thank you for your assistance.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

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



25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

June 26, 2003

Ms. Karen Hallum  
3717 Cabana  
Plano, TX 75023

Mr. Cliff Rich  
404 Main Street  
Muenster, TX 76252

**RE: Parcel 1 (Café Capri), Addison Widening of Road Project  
15107 Addison Road, Addison, Texas**

Dear Ms. Hallum & Mr. Rich:

As you may have discussed with Mr. Siavosh Jahani, the Town of Addison is in the process of widening and improving Addison Road and is in the process of acquiring a strip of land from Mr. Jahani in connection with such improvement. Our Title Company has discovered that although the original conveyance of the property to a previous owner was the entire 150 feet along Addison Road, when it was conveyed to Mr. Sauls, a small strip that lies between the fence and the property to the South was carved out. However, Mr. Sauls and the Estate paid taxes on that strip for the entire term of its ownership. Further, according to the title company, the property to the South has been platted by the owner to the South and includes no portion of that small strip. Thus, it is clear that the Estate has treated it as its property and has paid taxes on it the entire time. We are therefore asking the Estate to quitclaim any interest it has in the original 150-foot strip to Mr. Jahani so that any gap or gore in the property that Addison wishes to acquire would be conveyed to him. The Title Company's recording of such an instrument would allow it to ensure a deed from Mr. Jahani to the Town of Addison for the widening of Addison Road.

The QuitClaim Deed is enclosed. Please sign it and have it notarized and return it to my attention. I will then forward it to the Title Company for recording in Dallas County. Feel free, of course, to have the document reviewed by an attorney. If you or your attorney have any questions or comments, please do not hesitate to call me at the number listed on this letter.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c (w/Enc.): Mr. Mike Murphy, w/Town of Addison  
Mr. Steve Chutchian, w/Town of Addison  
Mr. Ken Dippel, City Attorney

Steve - call me Yahoni

?sp

Cafe Capri

Easement

JIM ROSS  
ATTORNEY

Quit claim deed -

Boundary Survey -

Shows gap?

BEFF, WITH  
BENCHMARK  
SURVEY.

972-960-8686

Jim

NO PLATTING

STEN QUICK CLAIM

L

4

AFTER RECORDING MAIL TO:  
Republic Title of Texas, Inc.  
2626 Howell Street. 10<sup>th</sup> Floor  
Dallas, Texas 75204-4064  
02R05320 /SJ6

**QUIT CLAIM DEED**

STATE OF TEXAS            )  
  )  
COUNTY OF DALLAS        )       **KNOW ALL MEN BY THESE PRESENTS:**

That **KAREN A. FLEITMAN, CLIFF RICH AND SIAVOSH JAHANI, Independent Co-Executors of the Estate of James E. Sauls, Deceased** (hereinafter collectively, "Grantor"), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the receipt of which is hereby acknowledged, does, by these presents, **BARGAIN, SELL, RELEASE AND FOREVER QUIT CLAIM** unto **SIAVOSH JAHANI** ("Grantee"), whose mailing address is 4127 Rainsong Drive, Dallas, Texas 75287, any and all right, title and interest of Grantor in and to that certain tract or parcel of land lying in the County of Smith, State of Texas, described as follows:

All that certain tract or parcel of land situated in Dallas County, Texas, out of the E. Cook Survey, and located in the town of Addison, Texas, and Beginning at the southeast corner of a lot in the same survey deeded by S. S. Noell to W. H. Atkins, on November 14, 1908;  
Thence west with the south line of same 251-1/2 feet to the east line of the St. Louis & Southwestern Railroad right of way; Thence south with the said right of way, 150 feet to a stake; Thence East 204-1/2 feet to the Noell public road; Thence north along the west boundary line of said road 150 feet to the place of beginning (the "Property");

This deed is being executed by Grantor to evidence its waiver of any claims in and to the Property which may arise to any gaps, gores or strips within the Property due to discrepancies in the legal descriptions contained in the chain of title for the Property;

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said Grantor, its successors and assigns, so that neither Grantor nor any person or persons claiming under Grantor shall, at any time hereafter, have claim or demand any right or title to the Property or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

ESTATE OF JAMES E. SAULS, DECEASED

By: \_\_\_\_\_  
Karen A. Fleitman  
Independent Co-Executor

By: \_\_\_\_\_  
Cliff Rich  
Independent Co-Executor

By: \_\_\_\_\_  
Siavosh Jahani  
Independent Co-Executor

**NOTARY ACKNOWLEDGMENT**

STATE OF TEXAS            )  
COUNTY OF                )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Karen A. Fleitman, Independent Co-Executor of the Estate of James E. Sauls, Deceased, on behalf of said Estate.

\_\_\_\_\_  
Notary Public, State of Texas  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF TEXAS            )  
COUNTY OF                )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Cliff Rich, Independent Co-Executor of the Estate of James E. Sauls, Deceased, on behalf of said Estate.

\_\_\_\_\_  
Notary Public, State of Texas  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF TEXAS            )  
COUNTY OF                )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Siavosh Jahani, Independent Co-Executor of the Estate of James E. Sauls, Deceased, on behalf of said Estate.

\_\_\_\_\_  
Notary Public, State of Texas  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

JUN-20-2003 15:52

COWLES THOMPSON

2146722020 P.01/05

*25th*  
*Anniversary*  
1978-2003

**COWLES & THOMPSON**  
A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

June 20, 2003

*Via Facsimile – (972) 450-2837*

Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison – Service Center  
16801 Westgrove Drive  
Addison, TX 75001

**Re: Parcel 1 (Café Capri), Addison Road Extension Project**

Dear Steve:

As we discussed, enclosed is a copy of the letter and quit claim deed that was sent to Mr. Jahani from our title company to resolve the ownership issues with respect to the above-referenced property. Please let me know where we stand after you talk to Mr. Jahani. If there is still a problem, perhaps Mr. Jahani can give us contact information to reach the other two co-executors of the estate of James Sauls so that we can contact them directly to get the instrument executed, or we can try and work through his attorney to get the matter resolved.

Sincerely,

Angela K. Washington

Attachments

DALLAS TYLER

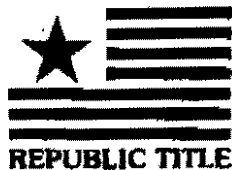
Document ID: 0027433

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

JUN-20-2003 15:52

COWLES THOMPSON

2146722020 P.02/05



April 23, 2003

Mr. Siavosh Jahani  
15107 Addison Road  
Addison, TX 75001

Re: Our File 02R05320/SJ6  
Quit Claim Deed from the Co-Executors of the Estate of James E. Sauls for the small trip of land lying between the Sauls' property and the property to the South of which had not been conveyed in the original Deed

Dear Mr. Jahani:

Enclosed please find the Quit Claim Deed which we discussed. The original conveyance of this property to a previous owner was the entire 150' along Addison Road, but when it was conveyed to Mr. Sauls it carved out a small strip that lay between a fence and the property to the south. However, Mr. Sauls and the Estate has paid taxes on that strip for the entire term of its ownership. Further, the property to the south has been platted by the owner to the south and includes no portion of that small strip. It is clear that the Estate has treated it as its property and has paid taxes on it the entire time, so we ask that the Estate quit claim any interest it has in to the original 150' strip so that any gap or gore would be conveyed to you.

Our recording of this instrument would allow us to insure a deed from you to the Town of Addison for the widening of Addison Road.

After this document has been signed and notarized, please return it to my attention for recording in Dallas County.

Should you have any questions or comments, please do not hesitate to call me.

Very truly yours,

JANINE N. BARBER,  
SENIOR VICE PRESIDENT

cc: Angela Washington (w/enclosure)

RECEIVED APR 24 2003

2626 Howell Street, 10th Floor  
Dallas, Texas 75204-4064  
(214) 853-8888  
Fax (214) 853-8898  
Direct Dial (214) 853-  
8863

REPUBLIC TITLE OF TEXAS, INC.

A SUBSIDIARY OF First American Title Insurance Company

TITLE INSURANCE AGENT FOR: Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, First American Title Insurance Company, Lawyers Title Insurance Corporation, Old Republic National Title Insurance Company and Ticor Title Insurance Company

JUN-20-2003 15:53

COWLES THOMPSON

2146722020 P.03/05

**AFTER RECORDING MAIL TO:  
Republic Title of Texas, Inc.  
2626 Howell Street, 10<sup>th</sup> Floor  
Dallas, Texas 75204-4064  
02R05320 /SJ6**

**QUIT CLAIM DEED**

STATE OF TEXAS            )  
  )  
COUNTY OF DALLAS        )       **KNOW ALL MEN BY THESE PRESENTS:**

That **KAREN A. FLEITMAN, CLIFF RICH AND SIAVOSH JAHANI**, Independent Co-Executors of the Estate of James E. Sauls, Deceased (hereinafter collectively, "Grantor"), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the receipt of which is hereby acknowledged, does, by these presents, BARGAIN, SELL, **RELEASE AND FOREVER QUIT CLAIM** unto **SIAVOSH JAHANI** ("Grantee"), whose mailing address is 4127 Rainsong Drive, Dallas, Texas 75287, any and all right, title and interest of Grantor in and to that certain tract or parcel of land lying in the County of Smith, State of Texas, described as follows:

All that certain tract or parcel of land situated in Dallas County, Texas, out of the E. Cook Survey, and located in the town of Addison, Texas, and Beginning at the southeast corner of a lot in the same survey deeded by S. S. Noell to W. H. Atkins, on November 14, 1908; Thence west with the south line of same 251-1/2 feet to the east line of the St. Louis & Southwestern Railroad right of way; Thence south with the said right of way, 150 feet to a stake; Thence East 204-1/2 feet to the Noell public road; Thence north along the west boundary line of said road 150 feet to the place of beginning (the "Property");

This deed is being executed by Grantor to evidence its waiver of any claims in and to the Property which may arise to any gaps, gores or strips within the Property due to discrepancies in the legal descriptions contained in the chain of title for the Property;

**TO HAVE AND TO HOLD** the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said Grantor, its successors and assigns, so that neither Grantor nor any person or persons claiming under Grantor shall, at any time hereafter, have claim or demand any right or title to the Property or any part thereof.



JUN-20-2003 15:53

COWLES THOMPSON

2146722020 P.04/05

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

ESTATE OF JAMES E. SAULS, DECEASED

By: \_\_\_\_\_  
Karen A. Fleitman  
Independent Co-Executor

By: \_\_\_\_\_  
Cliff Rich  
Independent Co-Executor

By: \_\_\_\_\_  
Siavosh Jahani  
Independent Co-Executor

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS            )  
COUNTY OF                )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Karen A. Fleitman, Independent Co-Executor of the Estate of James E. Sauls, Deceased, on behalf of said Estate.

\_\_\_\_\_  
Notary Public, State of Texas  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

JUN-20-2003 15:53

COWLES THOMPSON

2146722020 P.05/05

STATE OF TEXAS )  
COUNTY OF )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Cliff Rich, Independent Co-Executor of the Estate of James E. Sauls, Deceased, on behalf of said Estate.

\_\_\_\_\_  
Notary Public, State of Texas  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Siavosh Jahani, Independent Co-Executor of the Estate of James E. Sauls, Deceased, on behalf of said Estate.

\_\_\_\_\_  
Notary Public, State of Texas  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

## Steve Chutchian

---

**From:** Washington, Angela [awashington@cowlesthompson.com]  
**Sent:** Monday, May 19, 2003 5:37 PM  
**To:** Mike Murphy; Steve Chutchian  
**Cc:** DIPPEL, KEN  
**Subject:** Parcel 1, (Cafe Capri), Addison Road Widening Project

Mike and Steve -

In today's mail, I received an executed and notarized agreement from Mr. Jahani's attorney, James Mosser. As you will recall, however, there is a two-foot discrepancy with respect to the property description. As you will also recall, Mr. Jahani did not want to handle this with a quitclaim deed to him from the other two Co-Executors of the Estate, but wants to clear up the matter in some other manner. Since this has not yet been accomplished, at least we have not received evidence that it has, we cannot yet complete this transaction. If we do not hear something soon, we will need to inquire of Mr. Jahani as to the status of the matter. Once this is cleared up, we can get Ron to execute the agreement and forward a copy to the title company for closing. Let me know if you have any questions.

Angela

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

February 20, 2003

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

**RE: Parcel 1 (Café Capri), Addison Road Extension Project  
Your File No. GF02R05320SJ6**

Dear Janine:

You provided a title commitment for the above-referenced property by letter dated March 28, 2002. The commitment shows record title to be vested in three co-independent executors of the Estate of James E. Sauls. One of the executors, Mr. Jahani has informed the Town that he is now the sole owner or executor, I am not clear which. Please update the title commitment to confirm this information and any other changes that may have taken place since the date of the first commitment. Thank you for your attention to this matter. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr

c: Mr. Mike Murphy, w/Town  
Mr. Steve Chutchian, w/Town  
Mr. Ken Dippel, w/firm

## Steve Chutchian

---

**From:** Michael Murphy  
**Sent:** Thursday, February 20, 2003 3:43 PM  
**To:** 'Washington, Angela'  
**Cc:** Steve Chutchian  
**Subject:** RE: Cafe Capri Agreement

1. Yes we agree to the amount (\$34,338.14).
3. Response here is that as part of the overall project the Town is proposing to remove the existing landscaping and replace with new landscaping based on an overall landscape plan that is consistent throughout the Addison Road corridor. Therefore, approval by the owner is not applicable. However, the owner will be able to review and make comments and work within the existing Town ordinance on location of the sign for optimal visibility.
4. No, there is only the one sign, we will work with the owner on final location of the sign within the limits of the Town Ord. We will relocate the sign in a mutually agreed upon location.

-----Original Message-----

**From:** Washington, Angela [mailto:awashington@cowlesthompson.com]  
**Sent:** Thursday, February 20, 2003 2:40 PM  
**To:** 'mmurphy@ci.addison.tx.us'; Steve Chutchian (E-mail)  
**Subject:** Cafe Capri Agreement

Regarding the requests made in the letter from Mosser Mallers:

- (1) Did we agree to the requested \$34,338.13?
- (3) I am not sure that I understand the landscaping replacement to "ensure exposure" of the signs. Are we saying that any landscaping installed or replaced by the Town will be installed in a manner that will not block the existing sign from view from Addison Road?
- (4) 3 and 4 seem to overlap. If we are relocating the sign, we could place in a position so that it could be viewed from Addison Rd. Are there more than one sign?

Angela

Reviews  
SA  
2/7/03

**EASEMENT AGREEMENT**

This Agreement is made and entered into by and between Siavish Jahani, Karen A. Fleitman and Cliff Rich, Individually and as Co-Independent Executors of the Estate of James E. Sauls, Deceased ("Grantors"), and the Town of Addison, Texas (the "Town").

**WITNESSETH:**

**WHEREAS**, Grantors, Individually and as Co-Independent Executors of the Estate of James E. Sauls, Deceased, own 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 Grantors desire to sell and convey such easement to the Town;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Siavish Jahani, Individually and as Co-Independent Executor of the Estate of James E. Sauls, Deceased, and Karen A. Fleitman and Cliff Rich, as Co-Independent Executors of the Estate of James E. Sauls, Deceased, 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, Grantors have GRANTED, SOLD AND CONVEYED, and by theses presents do 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 Grantors of the sum of ~~Twenty Nine Thousand Eight Hundred Fifty and No~~ Thirty Four Thousand Three Hundred Thirty-Eight and 13/100 dollars (~~\$29,850.00~~ 34,338.13), 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 Grantors 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.

OK

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

0.6. 4. **Landscaping & Irrigation.** All landscaping and irrigation to be placed within the Easement Property shall be installed by and at the expense of the Town. Existing landscaping on the Easement Property or the Remainder that does not conform to the overall landscape plan for the Addison Road corridor may be removed by and at the expense of the Town. Grantors may review and make comments to the landscape plan for Grantee's consideration.

5. **Light Relocation.** Any existing ornamental lights to be relocated because of or in connection with rights granted to or work performed by the Town under this Agreement shall be relocated by the Town at its sole cost and expense.

7. 6. **Drive Approaches.** The two existing drive approaches located on the Easement Property fronting Addison Road shall be reconstructed and properly graded by the Town within the Easement area approximately seven (7) feet west of their original location. The reconstruction of the drive approaches and any associated curbs shall be at the sole expense of the Town.

7. **Signs.** The Town may remove and replace any public signs or install any new public signs on the Easement Property. The Town shall remove one private pole sign located on the Easement Property and shall install one new private sign on the Easement Property. Such sign, which shall be provided and paid for by Grantors, must comply with all applicable ordinances and regulations of the Town and of state and federal law. The exact location of this private sign shall be mutually determined by the Town and Grantors.

8. **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. This access point must be reasonably graded to allow adequate access to the Remainder by employees and patrons.

9. **Warranty of Title.** TO HAVE AND TO HOLD the Easements, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, unto the Town of Addison, Texas, its successors and assigns; and Grantors do hereby bind themselves, their 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.

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

11. **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.

12. **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.

13. **Authority.** The undersigned parties or officers and/or agents of the parties hereto are properly authorized and have the necessary authority to execute this Agreement, and each of the undersigned 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.

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

**GRANTORS:**



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

\_\_\_\_\_  
**Siavish Jahani**

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

\_\_\_\_\_  
**Karen A. Fleitman**

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

\_\_\_\_\_  
**Cliff Rich**

**TOWN OF ADDISON**

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

By: \_\_\_\_\_  
**Ron Whitehead, City Manager  
Town of Addison**

**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 Siavish Jahani, Individually and as Co-Independent Executor of the estate of James E. Sauls, Deceased, and acknowledged to me that he executed the same in his authorized capacity and as his free and voluntary act and deed, 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 Cliff Rich, as Co-Independent Executor of the estate of James E. Sauls, Deceased, and acknowledged to me that he executed the same in his authorized capacity and as his free and voluntary act and deed, 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 Karen A. Fleitman, as Co-Independent Executor of the estate of James E. Sauls, Deceased, and acknowledged to me that she executed the same in her authorized capacity and as her free and voluntary act and deed, 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 ]



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

March 3, 2003

Mr. James C. Mosser  
Mosser Mallers PLLC  
17110 Dallas Parkway, Suite 290  
Dallas, TX 75248-1115

**RE: Proposed Easement Agreement – Café Capri**

Dear Mr. Mosser:

In response to your February 6, 2003 letter to Town of Addison City Manager Ron Whitehead and your subsequent conference with Addison's Director of Public Works, Mike Murphy, enclosed for your review and comment is a document redlining changes to the proposed Easement Agreement. If the changes meet with your satisfaction, please let me know, and we will prepare the final document.

It is my understanding that Mr. Jahani has informed Town of Addison staff that he is now the sole owner of the property. I am awaiting documentation showing the new ownership setup from the title company. If, however, you already have such documentation, please provide it and we will be able to expedite matters. If you have questions, please do not hesitate to call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c(w/Enc.): Mr. Mike Murphy  
Mr. Steve Chutchian  
Mr. Ken C. Dippel

## EASEMENT AGREEMENT

This Agreement is made and entered into by and between Siavish Jahani, Karen A. Fleitman and Cliff Rich, Individually and as Co-Independent Executors of the Estate of James E. Sauls, Deceased ("Grantors"), and the Town of Addison, Texas (the "Town").

### WITNESSETH:

**WHEREAS**, Grantors, Individually and as Co-Independent Executors of the Estate of James E. Sauls, Deceased, own 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 Grantors desire to sell and convey such easement to the Town;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Siavish Jahani, Individually and as Co-Independent Executor of the Estate of James E. Sauls, Deceased, and Karen A. Fleitman and Cliff Rich, as Co-Independent Executors of the Estate of James E. Sauls, Deceased, 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, Grantors have GRANTED, SOLD AND CONVEYED, and by theses presents do 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 Grantors of the sum of ~~Twenty Nine Thousand Eight Hundred Fifty and No Thirty Four Thousand Three Hundred Thirty-Eight and 13/100~~ dollars (~~\$29,850.00~~34,338.13), 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 Grantors 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. Grantors acknowledge and agree 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) Grantors 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. Grantors, their successors and assigns, may fully use and enjoy the Easement Property, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of the Town's rights hereunder with the safe and efficient operation of the Project.

4. **Landscaping & Irrigation.** All landscaping and irrigation to be placed within the Easement Property shall be installed by and at the expense of the Town. Existing landscaping on the Easement Property or the Remainder that does not conform to the overall landscape plan for the Addison Road corridor may be removed by and at the expense of the Town. Grantors may review and make comments to the landscape plan for Grantee's consideration.

5. **Light Relocation.** Any existing ornamental lights to be relocated because of or in connection with rights granted to or work performed by the Town under this Agreement shall be relocated by the Town at its sole cost and expense.

6. **Drive Approaches.** The two existing drive approaches located on the Easement Property and fronting Addison Road shall be reconstructed and properly graded by the Town within the Easement area approximately seven (7) feet west of their original location at its sole cost and expense.

7. **Signs.** The Town may remove and replace any public signs or install any new public signs on the Easement Property. The Town shall remove one private pole sign located on

the Easement Property and shall install one new private sign on the Easement Property. Such sign, which shall be provided and paid for by Grantors, must comply with all applicable ordinances and regulations of the Town and of state and federal law. The exact location of this private sign shall be mutually determined by the Town and Grantors.

8. **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. This access point must be reasonably graded to allow adequate access to the Remainder by employees and patrons.

9. **Warranty of Title.** TO HAVE AND TO HOLD the Easements, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, unto the Town of Addison, Texas, its successors and assigns; and Grantors do hereby bind themselves, their 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.

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

11. **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.

12. **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.

13. **Authority.** The undersigned parties or officers and/or agents of the parties hereto are properly authorized and have the necessary authority to execute this Agreement, and each of the undersigned 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.

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

**GRANTORS:**

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

\_\_\_\_\_  
**Siavish Jahani**

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

\_\_\_\_\_  
**Karen A. Fleitman**

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

\_\_\_\_\_  
**Cliff Rich**

**TOWN OF ADDISON**

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

By:

\_\_\_\_\_  
**Ron Whitehead, City Manager  
Town of Addison**

**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 Siavish Jahani, Individually and as Co-Independent Executor of the estate of James E. Sauls, Deceased, and acknowledged to me that he executed the same in his authorized capacity and as his free and voluntary act and deed, 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 Cliff Rich, as Co-Independent Executor of the estate of James E. Sauls, Deceased, and acknowledged to me that he executed the same in his authorized capacity and as his free and voluntary act and deed, 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 Karen A. Fleitman, as Co-Independent Executor of the estate of James E. Sauls, Deceased, and acknowledged to me that she executed the same in her authorized capacity and as her free and voluntary act and deed, 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 ]

25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

April 24, 2003

Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison - Service Center  
16801 Westgrove Drive  
Addison, TX 75001

**RE: Parcel 1 (Café Capri), Addison Road Extension Project**

Dear Steve:

The Quit Claim Deed needed to resolve the ownership issues with respect to the above-referenced property has been sent by the Title Company to Mr. Jahani for execution by all co-executors of the Estate of James E. Sauls. A copy of the letter is enclosed. I will keep you apprised of our progress in this matter.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c(w/o Enclosure): Mr. Mike Murphy  
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

April 25, 2003

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

**Re: Parcel 1 (Café Capri), Addison Widening of Road Project  
Your File No. 02R05320/SJ6**

Dear Janine:

In connection with the title insurance for the above-referenced property, please find enclosed an executed copy of your form requesting Deletion of the Arbitration Provision. Thank you for your attention to this matter.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

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

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

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

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

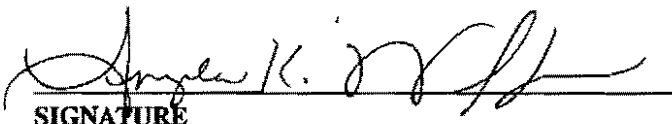
The arbitration provision in the Policy is as follows:

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

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

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

I request deletion of the Arbitration provision.

  
SIGNATURE

4-25-03  
DATE

FEB-18-2003 11:27

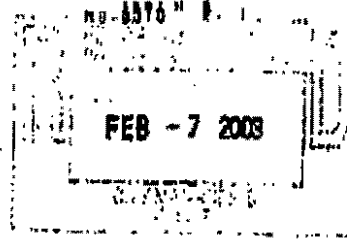
COWLES & THOMPSON

2146722020 P.03/04

2-07-2003 5:38PM FROM TOWN OF ADDISON 972 450 7043

P.2

Pub. T. 2003 11:10am MOSSER MALLERS PLLC LAWYERS



# MOSSER MALLERS PLLC LAWYERS

17110 DALLAS PARKWAY, SUITE 200 - DALLAS, TEXAS 75248 • 972-738-8828 • FAX 972-367-6072

February 6, 2003

Via Facsimile: 972-450-7043

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

STEVE,  
PLEASE  
FILE

In Re: Café Capri and Steven Jahani

Dear Mr. Whitehead:

Pursuant to your communications with Mr. Jahani in September and November of 2002 and your letter dated January 30, 2003 and our various telephone conversations, Mr. Jahani desires that I transmit to you the following proposal:

APPRAISED VALUE  
\$24,968. we  
FERED \$29,850  
LETTER, DATED  
11/18/02.

- Value of the proposed taking for road improvements in the City of Addison should be stated at \$34,338.13.  $34,338.13 - 24,968 = \$9,370.13$
- The City and the City's contractors are required to maintain a proper grade at the street level into the present parking lot level for ingress and egress of employees and customers of Café Capri. O.K.
- Landscaping shall be replaced upon completion to ensure exposure of Café Capri's signs solely at the expense of the City with approval by Café Capri. REVIEW ONLY
- The Café Capri sign shall be relocated to the front of the property in a location and placement with approval by Café Capri and lighting to allow adequate viewing and notice to passing customers, clientele, and prospective customers and clientele solely at the expense of the City with the approval of Café Capri.
- The City shall be responsible for the relocation and reinstallation of all of the ornamental lights, timber and landscaping solely at the expense of the City with approval of Café Capri.
- The City shall be responsible for removing and resetting of all parking lights and all ornamental landscaping decorations at the front of the property.

TOWN MUST  
HAVE FINAL  
DECISION ON SIGN  
LOCATION WITHIN  
LANDSCAPING  
LIGHTS

NO! NEW LANDSCAPING  
PLAN GOING IN.  
ALSO, NEW LIGHTING  
PLAN BEING INSTALLED.

ONLY IF DAMAGED  
ON PRIVATE PROPERTY.

SAME NOTE  
AS ABOVE!

FEB-18-2003 11:27

COWLES & THOMPSON

9 416-3500  
2145722020 P.02/04

2-07-2003 E. 35PM

FROM TOWN OF ADDISON 972 450 7043

P.1

2.7.03



Ken & John,  
Mike M,

Well we  
finally got  
something from  
them. What  
do you think. R

2/10/03

MIKE - THIS CAME IN  
TO RON ON  
FRIDAY. I HAVE  
COMMENTED AS FOLLOWS.  
Steve C.

FEB-10-2003 11:27

COMLES & THOMPSON

2146722020

P.04/04

2-27-2003 5:36PM

FROM TOWN OF ADDISON 972 452 7043

P. 3

Feb. 7. 2003 11:27AM

MOSSER MALLERS PLLC Lawyers

No. 6570 P. 2

October 22, 2002

Page 2

- 7. The City shall solely be responsible for the costs and expenses involved in the construction of curbs and driveways to meet the present parking lot for Café Capri and proper grading of same.
  - 8. The City shall ensure and guarantee by bond and contract that the subject street-widening project shall be completed within ninety (90) days from date of beginning of both sides and in both directions of the street and that the contractor shall be bonded, naming as a third party beneficiary to the contract and bond, Café Capri and Mr. Jahari.
- The City shall ensure that the contract and that the bond guarantee that there shall not be any interruption of business ingress and egress to Café Capri during the hours of operation of Café Capri.


O.K.

CANNOT GIVE THIS GUARANTEE!  
 ANGELA WE ADVISED AGAINST THIS.  
 THIS WAS DONE ON ACTUAL PROPERTY

ANGELA W. O.  
 ADVISED AGAINST THIS, DUE TO UNFORESEEN.

Mr. Jahari has requested that I transmit this information to you. In his request he is ready to execute an agreement with the City on these terms and conditions. Please contact my office if you have further questions.

Respectfully, **MOSSER MALLERS PLLC LAWYERS**

  
 By James C. Mosser, Lawyer  
 of Client



25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

April 24, 2003

Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison - Service Center  
16801 Westgrove Drive  
Addison, TX 75001

**RE: Parcel 1 (Café Capri), Addison Road Extension Project**

Dear Steve:

The Quit Claim Deed needed to resolve the ownership issues with respect to the above-referenced property has been sent by the Title Company to Mr. Jahani for execution by all co-executors of the Estate of James E. Sauls. A copy of the letter is enclosed. I will keep you apprised of our progress in this matter.

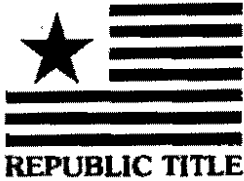
Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c(w/o Enclosure): Mr. Mike Murphy  
Mr. Kenneth C. Dippel, w/firm

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



2626 Howell Street, 10th Floor  
Dallas, Texas 75204-4064  
(214) 855-8888  
Fax (214) 855-8898  
Direct Dial (214) 855-  
8863

April 23, 2003

RECEIVED APR 24 2003

Mr. Siavosh Jahani  
15107 Addison Road  
Addison, TX 75001

Re: Our File 02R05320/SJ6  
Quit Claim Deed from the Co-Executors of the Estate of James E. Sauls for the small trip of land lying between the Sauls' property and the property to the South of which had not been conveyed in the original Deed

Dear Mr. Jahani:

Enclosed please find the Quit Claim Deed which we discussed. The original conveyance of this property to a previous owner was the entire 150' along Addison Road, but when it was conveyed to Mr. Sauls it carved out a small strip that lay between a fence and the property to the south. However, Mr. Sauls and the Estate has paid taxes on that strip for the entire term of its ownership. Further, the property to the south has been platted by the owner to the south and includes no portion of that small strip. It is clear that the Estate has treated it as its property and has paid taxes on it the entire time, so we ask that the Estate quit claim any interest it has in to the original 150' strip so that any gap or gore would be conveyed to you.

Our recording of this instrument would allow us to insure a deed from you to the Town of Addison for the widening of Addison Road.

After this document has been signed and notarized, please return it to my attention for recording in Dallas County.

Should you have any questions or comments, please do not hesitate to call me.

Very truly yours,

JANINE N. BARBER,  
SENIOR VICE PRESIDENT

cc: Angela Washington (w/enclosure)

REPUBLIC TITLE OF TEXAS, INC.

A SUBSIDIARY OF *First American Title Insurance Company*



TITLE INSURANCE AGENT FOR: Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, First American Title Insurance Company, Lawyers Title Insurance Corporation, Old Republic National Title Insurance Company and Ticor Title Insurance Company

AFTER RECORDING MAIL TO:  
Republic Title of Texas, Inc.  
2626 Howell Street, 10<sup>th</sup> Floor  
Dallas, Texas 75204-4064  
02R05320 /SJ6

**QUIT CLAIM DEED**

STATE OF TEXAS            )  
  )  
COUNTY OF DALLAS        )       **KNOW ALL MEN BY THESE PRESENTS:**

That **KAREN A. FLEITMAN, CLIFF RICH AND SIAVOSH JAHANI, Independent Co-Executors of the Estate of James E. Sauls, Deceased** (hereinafter collectively, "Grantor"), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the receipt of which is hereby acknowledged, does, by these presents, BARGAIN, SELL, RELEASE AND FOREVER QUIT CLAIM unto **SIAVOSH JAHANI** ("Grantee"), whose mailing address is 4127 Rainsong Drive, Dallas, Texas 75287, any and all right, title and interest of Grantor in and to that certain tract or parcel of land lying in the County of Smith, State of Texas, described as follows:

All that certain tract or parcel of land situated in Dallas County, Texas, out of the E. Cook Survey, and located in the town of Addison, Texas, and Beginning at the southeast corner of a lot in the same survey deeded by S. S. Noell to W. H. Atkins, on November 14, 1908; Thence west with the south line of same 251-1/2 feet to the east line of the St. Louis & Southwestern Railroad right of way; Thence south with the said right of way, 150 feet to a stake; Thence East 204-1/2 feet to the Noell public road; Thence north along the west boundary line of said road 150 feet to the place of beginning (the "Property");

This deed is being executed by Grantor to evidence its waiver of any claims in and to the Property which may arise to any gaps, gores or strips within the Property due to discrepancies in the legal descriptions contained in the chain of title for the Property;

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said Grantor, its successors and assigns, so that neither Grantor nor any person or persons claiming under Grantor shall, at any time hereafter, have claim or demand any right or title to the Property or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

ESTATE OF JAMES E. SAULS, DECEASED

By: \_\_\_\_\_  
Karen A. Fleitman  
Independent Co-Executor

By: \_\_\_\_\_  
Cliff Rich  
Independent Co-Executor

By: \_\_\_\_\_  
Siavosh Jahani  
Independent Co-Executor

**NOTARY ACKNOWLEDGMENT**

STATE OF TEXAS        )  
COUNTY OF            )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Karen A. Fleitman, Independent Co-Executor of the Estate of James E. Sauls, Deceased, on behalf of said Estate.

\_\_\_\_\_  
Notary Public, State of Texas  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF TEXAS            )  
COUNTY OF                )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Cliff Rich, Independent Co-Executor of the Estate of James E. Sauls, Deceased, on behalf of said Estate.

\_\_\_\_\_  
Notary Public, State of Texas  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF TEXAS            )  
COUNTY OF                )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Siavosh Jahani, Independent Co-Executor of the Estate of James E. Sauls, Deceased, on behalf of said Estate.

\_\_\_\_\_  
Notary Public, State of Texas  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

March 28, 2003

Steve

Mr. James C. Mosser  
Mosser Mallers PLLC.  
17110 Dallas Parkway, Suite 290  
Dallas, TX 75248-1115

Re: Proposed Easement Agreement – Café Capri

Dear Mr. Mosser:

Enclosed is the Town of Addison's proposed agreement for the above-referenced property in final form. In response to your comments, I have made changes to Paragraph 7, "Signs," to remove references to state and federal law. The paragraph now reflects that the sign must comply with all applicable law.

With respect to the request that Mr. Jahani be made a third-party beneficiary to the contractor's bond, Section 2253.021(b) of Chapter 2253, "Public Work Performance and Payment Bonds," of the Texas Government Code provides that the bond is *solely* for the benefit of the state or governmental entity awarding the public work contract. Thus, the City cannot legally add Mr. Jahani as a third-party beneficiary. Regarding the public work contract, which is for the construction of right-of-way for the benefit of the public as a whole, it is not appropriate in our opinion to add an individual property owner as a third party beneficiary and it is unlikely that a contractor would agree to such a term. We believe, however, that we have appropriately addressed Mr. Jahani's concerns by the provisions contained in Paragraph 8 of the proposed agreement, which require the City to maintain at least one access point to Addison Road from the Remainder at a reasonable grade.

Please provide the enclosed agreement to your client for his consideration and let us know by April 7, 2003 whether he is agreeable to it. The title company has informed me that there appears to be some sort of discrepancy with respect to the property description contained in Mr. Jahani's deed. If such discrepancy requires any adjustments to the exhibits, I will let you know. Thank you for your assistance in this matter.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure



March 28, 2003

Page 2

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

## EASEMENT AGREEMENT

This Agreement is made and entered into by and between Siavish Jahani and the Town of Addison, Texas (the "Town").

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

**WHEREAS**, Grantor owns 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 and right-of-way in, over, across, upon, under and through the Easement Property for a parkway and other public purposes in connection with the construction of the Addison Road Extension, and Grantors desire to sell and convey such easement to the Town;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Siavish Jahani 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 Thirty Four Thousand Three Hundred Thirty-Eight and 13/100 dollars (\$34,338.13), 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. Grantors acknowledge and agree 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) Grantors 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. Grantors, their successors and assigns, may fully use and enjoy the Easement Property, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of the Town's rights hereunder with the safe and efficient operation of the Project.

4. **Landscaping & Irrigation.** All landscaping and irrigation to be placed within the Easement Property shall be installed by and at the expense of the Town. Existing landscaping on the Easement Property or the Remainder that does not conform to the overall landscape plan for the Addison Road corridor may be removed by and at the expense of the Town. Grantors may review and make comments to the landscape plan for Grantee's consideration.

5. **Light Relocation.** Any existing ornamental lights to be relocated because of or in connection with rights granted to or work performed by the Town under this Agreement shall be relocated by the Town at its sole cost and expense.

6. **Drive Approaches.** The two existing drive approaches located on the Easement Property and fronting Addison Road shall be reconstructed and properly graded by the Town at its sole cost and expense.

7. **Signs.** The Town may remove and replace any public signs or install any new public signs on the Easement Property. The Town shall remove one private pole sign located on the Easement Property and shall install one new private sign on the Easement Property. Such sign, which shall be provided and paid for by Grantors, must comply with all applicable law. The exact location of this private sign shall be mutually determined by the Town and Grantors.

8. **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 construction. This access point must be reasonably graded to allow adequate access to the Remainder by employees and patrons.

9. **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 himself, his 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.

10. **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.

11. **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.

12. **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.

13. **Authority.** The undersigned parties or officers and/or agents of the parties hereto are properly authorized and have the necessary authority to execute this Agreement, and each of the undersigned 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.

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

**GRANTOR:**

Executed this \_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
**Siavish Jahani**

**TOWN OF ADDISON**

Executed this \_\_\_\_ day of \_\_\_\_\_, 2003

By:

\_\_\_\_\_  
**Ron Whitehead, City Manager  
Town of Addison**

**STATE OF TEXAS** §  
**COUNTY OF DALLAS** §

**BEFORE ME**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared Siavish Jahani and acknowledged to me that he executed the same as his free and voluntary act and deed, 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 \_\_\_\_\_, 2003, 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  
JAMES E. SAULS  
(PARKWAY EASEMENT)

BEING a tract out of a 0.774 acre tract of land located in the Edward Cook Survey, Abstract No. 326, in the Town of Addison, Dallas County, Texas, conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point for a corner, said point being the northeast corner of said 0.774 acre tract and the southeast corner of a 1.00 acre tract of land conveyed to The Filling Station of Addison, Inc., by a deed now of record in Volume 94100, Page 05577, of the Deed Records of Dallas County, Texas, and being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said point also being N 77° 25'12" E, 339.90 feet from a found 3/4 iron rod in the west right-of-way of St Louis Southwestern Railroad, (generally a 100 foot right-of-way);

THENCE, Due South, along the east line of said 0.774 acre tract, and along the west right-of-way line of said Addison Road, a distance of 149.29 feet to a point for corner, said point being the southeast corner of said 0.774 acre tract;

THENCE, S 89° 43'30" W along the south line of said 0.774 acre tract, a distance of 8.64 feet to a found 1/2 inch iron rod indicating the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of the Deed Records of Dallas County, Texas, and continuing S 89° 43'30" W along the south line of said 0.774 acre tract and along the north line of said 1.0289 acre tract for a **Total Distance of 20.00 feet** to a point for corner;

THENCE, Due North for a distance of 149.29 feet to a point for corner, said point being in the north line of said 0.774 acre tract and in the south line of said 1.00 acre tract;

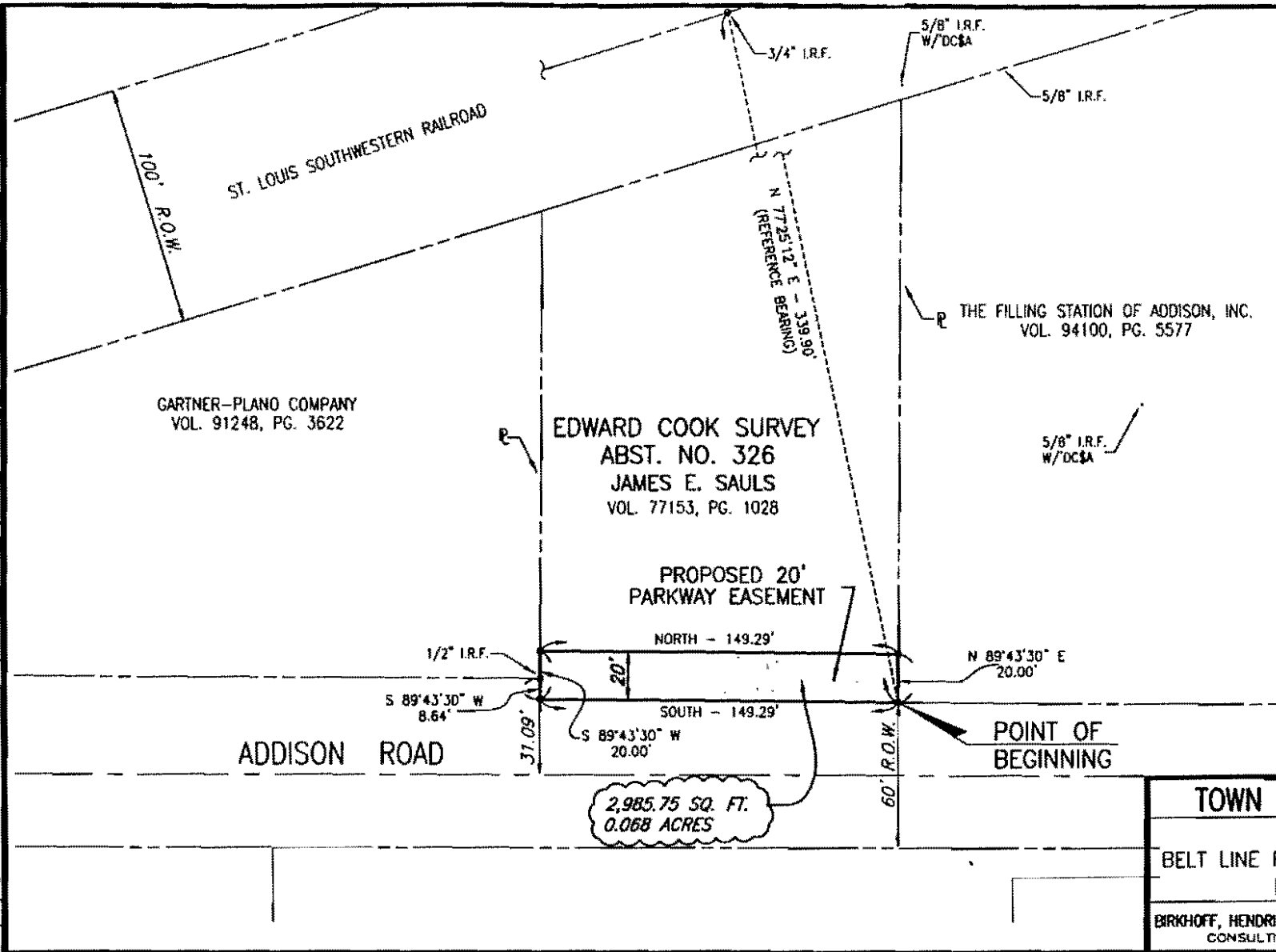
THENCE, N 89° 43'30" E along north line of said 0.774 acre and in the south line of said 1.00 acre tract for a distance of 20.00 feet to the Point of Beginning and containing 2,985.75 square feet (0.068 acres) of land.



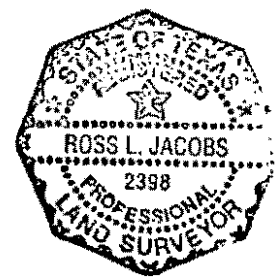
*Ross L. Jacobs*  
JAN. 25, 2002

**EXHIBIT B**

01/22/02 TJH SCALE: 1"=50' H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT2W.DWG



SCALE: 1" = 50'



*Ross L. Jacobs*  
 JAN. 25, 2002

|  |                       |
|--|-----------------------|
| <b>TOWN OF ADDISON, TEXAS</b>                                |                       |
| ADDISON ROAD   |                       |
| BELT LINE RD. TO KELLER SPRINGS RD.                          |                       |
| PARKWAY EASEMENT   |                       |
| BIRKHOFF, HENDRICKS & CONWAY, L.L.P.<br>CONSULTING ENGINEERS | JAN., 2002<br>PLAT 2W |

## EXHIBIT C

### SCHEDULE "A" - LEGAL DESCRIPTION

BEING a tract of land situated in the EDWARD COOK SURVEY, ABSTRACT NO. 326, Dallas County, Texas, located on Addison Road in the Town of Addison, Texas, and being more particularly described as follows:

BEGINNING at a point on the West line of said Addison Road (a 60 foot road) said point being 314.5 + feet North from the center line of Belt Line Road (a 100' road), said point also being North 2.5' from a tract deeded to J. M. Pistole recorded in Volume 485, Page 631 of the Deed Records of Dallas County, Texas;

THENCE South 88 degrees 47 minutes 56 seconds West 89.73' with a wood fence to iron rod for corner;

THENCE South with said fence 1.4' to iron rod for corner of the South line of J. M. Pistole tract;

THENCE South 89 degrees 43 minutes 30 seconds West with the South line of said J. M. Pistole tract 134.18' to iron rod for corner in the East line of St. Louis and Southwestern railroad at the Southwest corner of said J. M. Pistole tract;

THENCE North 17 degrees 36 minutes 30 seconds West with the East line of said railroad 157.13' to iron rod for corner;

THENCE North 89 degrees 43 minutes 30 seconds East 249.41' to iron rod for corner in the West line of said Addison Road;

THENCE South with said Addison Road 147.50' to POINT OF BEGINNING and containing 0.774 acres or 33,713 square feet.

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

November 15, 2002

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

**RE: Parcel 1 (Café Capri), Addison Road Extension Project**

Dear Steve:

As promised in my e-mail sent earlier today, enclosed is the Easement Agreement with all exhibits (Exhibits A, B, and C) and the draft cover letter for the above-referenced property. If you need anything further or if you have any questions or concerns, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

c(w/o Enclosures): Mr. Mike Murphy  
Mr. Ken C. Dippel

## Steve Chutchian

---

To: Washington, Angela  
Subject: RE: Cafe Capri Parkway Easement - Parcel 1, Addison Rd Extension

Hi Angela - I reviewed the document and have the following comments:

- a. Exhibits "A" & "B" are the legal description and map respectively. I don't really have another drawing of the remainder, other than what is shown is Exhibit "A". Do we need an Exhibit "C"?
- b. Page 2, Item 6., suggest the following: "approximately 7 feet west of their original location."
- c. Page 2, Item 7., suggest the following: "The Town may remove and replace any public signs or install any new public signs on the Easement Property. The Town shall also remove one private pole sign and shall install one new private sign on the Easement Property, with exact location to be mutually determined by the Town and the Owner. Such sign, which shall be provided and paid for by Grantors, must comply with all applicable ordinances and regulations of the Town and of state and federal law."

If you have any questions or comments regarding the above comments, please let me know. Thanks.

Steve C.

-----Original Message-----

From: Washington, Angela [mailto:awashington@cowlesthompson.com]  
Sent: Tuesday, November 12, 2002 5:35 PM  
To: Steve Chutchian (E-mail)  
Cc: 'mmurphy@ci.addison.tx.us'; DIPPEL, KEN  
Subject: Cafe Capri Parkway Easement - Parcel 1, Addison Rd Extension

Steve -

Enclosed is a draft agreement for the parkway easement for Parcel 1, Addison Rd Extension Project (Cafe Capri property). Please review the draft to ensure that it meets with the Town's intent. Please note on Page 2 that I have left a blank in Number 6 for you to fill in the approximate location changes for the drive approaches. Also on Page 2, I have provided for an Exhibit D to show the approximate location of the sign in Number 7. Let me know if this works for you. If the document is in order, I will prepare the cover letter addressing matters not included in the agreement. To whom should it be directed? The proposal addressed to Pat Haggerty from Cafe Capri does not contain a name.

Angela

<<Cafe Capri Parkway Ease>>



FEB-18-2003 11:27

COWLES & THOMPSON

2146722020

P.03/04

2-27-2003 5:35PM

FROM TOWN OF ADDISON 972 450 7043

P. 2

Feb. 7, 2003 11:16am

MOSSER MALLERS PLLC LAWYERS

no. 8876

FEB - 7 2003

# MOSSER MALLERS PLLC LAWYERS

17110 DALLAS PARKWAY, SUITE 200 - DALLAS, TEXAS 75248 • 972-783-3025 • FAX: 972-367-6072

February 6, 2003

Via Facsimile: 972-450-7043

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

In Re: Café Capri and Siavish Jahani

Dear Mr. Whitehead:

Pursuant to your communications with Mr. Jahani in September and November of 2002 and your letter dated January 30, 2003 and our various telephone conversations, Mr. Jahani desires that I transmit to you the following proposal:

APPRAISED VALUE  
\$24,968. We  
FILED \$29,850  
LETTER, DATED  
1/18/02.

1. Value of the proposed taking for road improvements in the City of Addison should be stated at \$34,338.13.  $34,338.13 - 24,968 = \$9,370.13$

2. The City and the City's contractors are required to maintain a proper grade at the street level into the present parking lot level for ingress and egress of employees and customers of Café Capri. O.K.

3. Landscaping shall be replaced upon completion to ensure exposure of Café Capri's signs solely at the expense of the City with approval by Café Capri. REVIEW ONLY

4. The Café Capri sign shall be relocated to the front of the property in a location and placement with approval by Café Capri and lighting to allow adequate viewing and notice to passing customers, clientele, and prospective customers and clientele solely at the expense of the City with the approval of Café Capri. 3/11/03

5. The City shall be responsible for the relocation and reinstallation of all of the ornamental lights, timber and landscaping solely at the expense of the City with approval of Café Capri.

6. The City shall be responsible for removing and resetting of all parking lights and all ornamental landscaping decorations at the front of the property.

ONLY IF DAMAGED ON PRIVATE PROPERTY.

TOWN MUST MAKE FINAL DECISION ON SIGN LOCATION WITHIN LANDSCAPING LIGHTS

NO! NEW LANDSCAPING PLAN BEING IN. ALSO, ALL LIGHTING PLAN BEING INSTALLED. SAME NOTE AS ABOVE!

5/11/03

FEB-18-2003 11:27

COWLES & THOMPSON

9 416 3500  
2148722020 P.02/04

2-07-2003 6:35PM

FROM TOWN OF ADDISON 972 450 7043

P.1

2-7-03



Ken & John,  
Mike M,

Well we  
finally got  
something from  
them. What  
do you think. R

2/10/03

MIKE - THIS CAME IN  
TO RON ON  
FRIDAY. I HAVE  
COMMENTED AS FOLLOWS  
Steve C.

FEB-18-2003 11:27

COWLES & THOMPSON

2146722020

P.04/04

2-27-2003 5:36PM

FROM TOWN OF ADDISON 972 450 7043

P. 3

Feb. 7. 2003 11:27AM

MOSSER WALLERS PLLC Lawyers

No. 6570 P. 2

October 22, 2002

Page 2

- 7. The City shall solely be responsible for the costs and expenses involved in the construction of curbs and driveways to meet the present parking lot for Café Capri and proper grading of same.
- 8. The City shall ensure and guarantee by bond and contract that the subject street-widening project shall be completed within ninety (90) days from date of beginning of both sides and in both directions of the street and that the contractor shall be bonded, naming as a third party beneficiary to the contract and bond, Café Capri and Mr. Jahari.
- 9. The City shall ensure that the contract and that the bond guarantees that there shall not be any interruption of business ingress and egress to Café Capri during the hours of operation of Café Capri.


O.K.

CANNOT GIVE THIS GUARANTEE!  
 ANGELA WAS ADVISED AGAINST THIS.  
 THIS WAS DONE ON ACTING PROPERTY

ANGELA WAS ADVISED AGAINST THIS, DUE TO IN FORESEEN.

Mr. Jahari has requested that I transmit this information to you. In his request he is ready to execute an agreement with the City on these terms and conditions. Please contact my office if you have further questions.

Respectfully, **MOSSER WALLERS PLLC LAWYERS**

  
 By James C. Mosser, Lawyer  
 of Client

25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

May 8, 2003

Mr. James C. Mosser  
Mosser Mallers PLLC.  
17110 Dallas Parkway, Suite 290  
Dallas, TX 75248-1115

**Re: Parcel 1 (Café Capri), Addison Road Widening Project**

Dear Mr. Mosser:

Pursuant to the request of Mr. Siavish Jahani to Town of Addison's Public Works Director, Mike Murphy, enclosed is an amended Agreement for the above-referenced property. The document is redlined for your convenience. I am also enclosing a clean copy of the Agreement for execution by Mr. Jahani. The redlined document shows all substantive changes made. Cleanup changes that were made and not shown in the redlined document consist of changing the term "Grantors" to "Grantor" throughout the document. Thank you for your attention to this matter.

Sincerely,

Angela K. Washington

AKW/yjr

Enclosures

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

## EASEMENT AGREEMENT

This Agreement is made and entered into by and between Siavish Jahani and the Town of Addison, Texas (the "Town").

### WITNESSETH:

**WHEREAS**, Grantor owns 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 and right-of-way in, over, across, upon, under and through the Easement Property for a parkway 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, Siavish Jahani 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 Thirty Four Thousand Three Hundred Thirty-Eight and 13/100 dollars (\$34,338.13), 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, his 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. **Landscaping & Irrigation.** All landscaping and irrigation to be placed within the Easement Property shall be installed by and at the expense of the Town. Existing landscaping on the Easement Property or the Remainder that does not conform to the overall landscape plan for the Addison Road corridor may be removed by and at the expense of the Town. Grantor may review and make comments to the landscape plan for Grantee's consideration.

5. **Light Relocation.** Any existing ornamental lights to be relocated because of or in connection with rights granted to or work performed by the Town under this Agreement shall be relocated by the Town at its sole cost and expense.

6. **Drive Approaches.** The two existing drive approaches located on the Easement Property and fronting Addison Road shall be reconstructed and properly graded by the Town at its sole cost and expense.

7. **Signs.** The Town may remove and replace any public signs or install any new public signs on the Easement Property. The Town shall remove one private pole sign located on the Easement Property and shall install one new private sign on the Easement Property. Such sign, which shall be provided and paid for by Grantor, must comply with all applicable law. The exact location of this private sign shall be mutually determined by the Town and Grantor. During its installation of the sign, the Town shall install electrical connections for the sign. Grantor shall be solely responsible for monthly electric bills and any other costs associated with the operation of the sign. Landscaping on the Easement Property shall be maintained by the Town in a manner that will not obstruct visibility of the sign from the adjacent roadway.

8. **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

construction. This access point must be reasonably graded to allow adequate access to the Remainder by employees and patrons.

9. **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 himself, his 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.

10. **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.

11. **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.

12. **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.

13. **Authority.** The undersigned parties or officers and/or agents of the parties hereto are properly authorized and have the necessary authority to execute this Agreement, and each of the undersigned 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.

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

**GRANTOR:**

Executed this \_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
**Siavish Jahani**

**TOWN OF ADDISON**

Executed this \_\_\_\_ day of \_\_\_\_\_, 2003

By: \_\_\_\_\_  
**Ron Whitehead, City Manager**  
**Town of Addison**

**STATE OF TEXAS** §  
**COUNTY OF DALLAS** §

**BEFORE ME**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared Siavish Jahani and acknowledged to me that he executed the same as his free and voluntary act and deed, 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 \_\_\_\_\_, 2003, 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 ]



## EASEMENT AGREEMENT

This Agreement is made and entered into by and between Siavish Jahani and the Town of Addison, Texas (the "Town").

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

**WHEREAS**, Grantor owns 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 and right-of-way in, over, across, upon, under and through the Easement Property for a parkway 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, Siavish Jahani 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 Thirty Four Thousand Three Hundred Thirty-Eight and 13/100 dollars (\$34,338.13), 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, his 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. **Landscaping & Irrigation.** All landscaping and irrigation to be placed within the Easement Property shall be installed by and at the expense of the Town. Existing landscaping on the Easement Property or the Remainder that does not conform to the overall landscape plan for the Addison Road corridor may be removed by and at the expense of the Town. Grantor may review and make comments to the landscape plan for Grantee's consideration.

5. **Light Relocation.** Any existing ornamental lights to be relocated because of or in connection with rights granted to or work performed by the Town under this Agreement shall be relocated by the Town at its sole cost and expense.

6. **Drive Approaches.** The two existing drive approaches located on the Easement Property and fronting Addison Road shall be reconstructed and properly graded by the Town at its sole cost and expense.

7. **Signs.** The Town may remove and replace any public signs or install any new public signs on the Easement Property. The Town shall remove one private pole sign located on the Easement Property and shall install one new private sign on the Easement Property. Such sign, which shall be provided and paid for by Grantor, must comply with all applicable law. The exact location of this private sign shall be mutually determined by the Town and Grantor. During its installation of the sign, the Town shall install electrical connections for the sign. Grantor shall be solely responsible for monthly electric bills and any other costs associated with the operation of the sign. Landscaping on the Easement Property shall be maintained by the Town in a manner that will not obstruct visibility of the sign from the adjacent roadway.

8. **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

construction. This access point must be reasonably graded to allow adequate access to the Remainder by employees and patrons.

9. **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 himself, his 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.

10. **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.

11. **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.

12. **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.

13. **Authority.** The undersigned parties or officers and/or agents of the parties hereto are properly authorized and have the necessary authority to execute this Agreement, and each of the undersigned 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.

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

**GRANTOR:**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
Siavish Jahani

**TOWN OF ADDISON**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2003

By: \_\_\_\_\_  
Ron Whitehead, City Manager  
Town of Addison

STATE OF TEXAS           §  
COUNTY OF DALLAS       §

**BEFORE ME**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared Siavish Jahani and acknowledged to me that he executed the same as his free and voluntary act and deed, 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 \_\_\_\_\_, 2003, 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 ]

## Steve Chutchian

---

**From:** Washington, Angela [awashington@cowlesthompson.com]  
**Sent:** Wednesday, April 30, 2003 12:07 PM  
**To:** Mike Murphy; Steve Chutchian  
**Cc:** DIPPEL, KEN  
**Subject:** Parcel 2, Addison Road Extension Project (Cafe Capri)

**Importance:** High

I received a telephone call today from James Mosser, Mr. Jahani's attorney, regarding the proposed agreement for the above-referenced property. He again wanted to discuss adding Mr. Jahani to the bond and the contract. After I pointed out to him that I had explained in my letter that we could not add Mr. Jahani to the bond and quoted the relevant state statute, he continued to request addition to the contract. I advised him that we are not willing to do that. He also still wants a time certain for completion of construction.

He was unaware that Mr. Jahani had contacted us regarding clearing up the discrepancy in the deed, which I told him I interpreted to mean that there were no longer issues with the proposed contract. I advised that he contact his client regarding this matter and that he put in writing any and all issues they had with the proposed contract. I will keep you apprised of this matter.

## EASEMENT AGREEMENT

This Agreement is made and entered into by and between Siavish Jahani, Karen A. Fleitman and Cliff Rich, Individually and as Co-Independent Executors of the Estate of James E. Sauls, Deceased ("Grantors"), and the Town of Addison, Texas (the "Town").

### WITNESSETH:

**WHEREAS**, Grantors, Individually and as Co-Independent Executors of the Estate of James E. Sauls, Deceased, own 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 Grantors desire to sell and convey such easement to the Town;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Siavish Jahani, Individually and as Co-Independent Executor of the Estate of James E. Sauls, Deceased, and Karen A. Fleitman and Cliff Rich, as Co-Independent Executors of the Estate of James E. Sauls, Deceased, 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, Grantors have GRANTED, SOLD AND CONVEYED, and by theses presents do 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 Grantors of the sum of Twenty Nine Thousand Eight Hundred Fifty and No/100 dollars (\$29,850.00), 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 Grantors 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. Grantors acknowledge and agree 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) Grantors 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. Grantors, their successors and assigns, may fully use and enjoy the Easement Property, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of the Town's rights hereunder with the safe and efficient operation of the Project.

4. **Landscaping & Irrigation.** All landscaping and irrigation to be placed within the Easement Property shall be installed by and at the expense of the Town.

5. **Light Relocation.** Any existing ornamental lights to be relocated because of or in connection with rights granted to or work performed by the Town under this Agreement shall be relocated by the Town at its sole cost and expense.

6. **Drive Approaches.** The two existing drive approaches located on the Easement Property fronting Addison Road shall be reconstructed by the Town within the Easement area approximately seven (7) feet west of their original location.

7. **Signs.** The Town may remove and replace any public signs or install any new public signs on the Easement Property. The Town shall remove one private pole sign located on the Easement Property and shall install one new private sign on the Easement Property. Such sign, which shall be provided and paid for by Grantors, must comply with all applicable ordinances and regulations of the Town and of state and federal law. The exact location of this private sign shall be mutually determined by the Town and Grantors.

8. **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.

9. **Warranty of Title.** TO HAVE AND TO HOLD the Easements, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, unto the Town of Addison, Texas, its successors and assigns; and Grantors do hereby bind themselves, their 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.

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

11. **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.

12. **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.

13. **Authority.** The undersigned parties or officers and/or agents of the parties hereto are properly authorized and have the necessary authority to execute this Agreement, and each of the undersigned 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.

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

**GRANTORS:**

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

---

**Siavish Jahani**



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

\_\_\_\_\_  
**Karen A. Fleitman**

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

\_\_\_\_\_  
**Cliff Rich**

**TOWN OF ADDISON**

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

By: \_\_\_\_\_  
**Ron Whitehead, City Manager**  
**Town of Addison**

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 Siavish Jahani, Individually and as Co-Independent Executor of the estate of James E. Sauls, Deceased, and acknowledged to me that he executed the same in his authorized capacity and as his free and voluntary act and deed, 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 Cliff Rich, as Co-Independent Executor of the estate of James E. Sauls, Deceased, and acknowledged to me that he executed the same in his authorized capacity and as his free and voluntary act and deed, 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 Karen A. Fleitman, as Co-Independent Executor of the estate of James E. Sauls, Deceased, and acknowledged to me that she executed the same in her authorized capacity and as her free and voluntary act and deed, 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 ]

EXHIBIT C

BEING A tract of land situated in the Edward Cook Survey, Abstract No. 326, Dallas County, Texas, located on Addison Road in the town of Addison, Texas, and being more particularly described as follows:

BEGINNING at a point on the West line of said Addison Road (a 60 foot road) said point being  $314.5 \pm$  feet North from the center line of Belt Line Road (a 100' road), said point also being North 2.5' from a tract deeded to J. M. Pistole recorded in Vol. 485, page 624 of the Deed Records of Dallas County, Texas;

THENCE S 88 deg. 47 min. 56 sec. West 67.73' with a wood fence to iron rod for corner;

THENCE S with said fence 1.4' to iron rod for corner of the South line of J. M. Pistole Tract;

THENCE S 89 deg. 43 min. 30 sec W with the South line of said J. M. Pistole Tract 134.18' to iron rod for corner in the East line of St. Louis and Southwestern railroad at the S.W. corner of said J. M. Pistol tract;

THENCE N 17 deg. 36 min. 30 sec. W with the East line of said railroad 157.13' to iron rod for corner;

THENCE N 89 deg. 43 min. 30 sec. E 249.41' to iron rod for corner in the West line of said Addison Road;

THENCE South with said Addison Road 147.50' to POINT OF BEGINNING and containing 0.774 acres or 33.713 square feet.

## TOWN OF ADDISON, TEXAS

FIELD NOTE DESCRIPTION  
FOR  
JAMES E. SAULS  
(PARKWAY EASEMENT)

BEING a tract out of a 0.774 acre tract of land located in the Edward Cook Survey, Abstract No. 326, in the Town of Addison, Dallas County, Texas, conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point for a corner, said point being the northeast corner of said 0.774 acre tract and the southeast corner of a 1.00 acre tract of land conveyed to The Filling Station of Addison, Inc., by a deed now of record in Volume 94100, Page 05577, of the Deed Records of Dallas County, Texas, and being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said point also being N 77° 25'12" E, 339.90 feet from a found 3/4 iron rod in the west right-of-way of St Louis Southwestern Railroad, (generally a 100 foot right-of-way);

THENCE, Due South, along the east line of said 0.774 acre tract, and along the west right-of-way line of said Addison Road, a distance of 149.29 feet to a point for corner, said point being the southeast corner of said 0.774 acre tract;

THENCE, S 89° 43'30" W along the south line of said 0.774 acre tract, a distance of 8.64 feet to a found 1/2 inch iron rod indicating the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of the Deed Records of Dallas County, Texas, and continuing S 89° 43'30" W along the south line of said 0.774 acre tract and along the north line of said 1.0289 acre tract for a **Total Distance of 20.00 feet** to a point for corner;

THENCE, Due North for a distance of 149.29 feet to a point for corner, said point being in the north line of said 0.774 acre tract and in the south line of said 1.00 acre tract;

THENCE, N 89° 43'30" E along north line of said 0.774 acre and in the south line of said 1.00 acre tract for a distance of 20.00 feet to the Point of Beginning and containing 2,985.75 square feet (0.068 acres) of land.



*Ross L. Jacobs*  
JAN. 25, 2002

Reviewed  
SJC  
11/13/02

**EASEMENT AGREEMENT**

This Agreement is made and entered into by and between Siavish Jahani, Karen A. Fleitman and Cliff Rich, Individually and as Co-Independent Executors of the Estate of James E. Sauls, Deceased ("Grantors"), and the Town of Addison, Texas (the "Town").

**WITNESSETH:**

**WHEREAS**, Grantors, Individually and as Co-Independent Executors of the Estate of James E. Sauls, Deceased, own 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 Grantors desire to sell and convey such easement to the Town;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Siavish Jahani, Individually and as Co-Independent Executor of the Estate of James E. Sauls, Deceased, and Karen A. Fleitman and Cliff Rich, as Co-Independent Executors of the Estate of James E. Sauls, Deceased, 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, Grantors have GRANTED, SOLD AND CONVEYED, and by theses presents do 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 Grantors of the sum of Twenty Nine Thousand Eight Hundred Fifty and No/100 dollars (\$29,850.00), 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 Grantors 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. Grantors acknowledge and agree 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) Grantors 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. Grantors, their successors and assigns, may fully use and enjoy the Easement Property, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of the Town's rights hereunder with the safe and efficient operation of the Project.

✓ 4. **Landscaping & Irrigation.** All landscaping and irrigation to be placed within the Easement Property shall be installed by and at the expense of the Town.

✓ 5. **Light Relocation.** Any existing ornamental lights to be relocated because of or in connection with rights granted to or work performed by the Town under this Agreement shall be relocated by the Town at its sole cost and expense.

6. **Drive Approaches.** The two existing drive approaches located on the Easement Property fronting Addison Road shall be reconstructed by the Town within the Easement area approximately 7 feet back from their original location.

7. **Signs.** The Town may remove any existing <sup>private</sup> signs on the Easement Property, but shall install one new <sup>private</sup> sign on or adjacent to the Easement Property, as shown on ~~Exhibit D~~. Such sign, which shall be provided and paid for by Grantors, must comply with all applicable ordinances and regulations of the Town and of state and federal law.

PRIVATE AND/OR PUBLIC WITH EXACT COSTS TO TOWN ✓ MUTUALLY BENEFICIAL TO TOWN & OWNER

8. **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.

9. **Warranty of Title.** TO HAVE AND TO HOLD the Easements, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, unto the Town of Addison, Texas, its successors and assigns; and Grantors do hereby bind themselves, their 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.

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

11. **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.

12. **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.

13. **Authority.** The undersigned parties or officers and/or agents of the parties hereto are properly authorized and have the necessary authority to execute this Agreement, and each of the undersigned 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.

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

**GRANTORS:**

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

\_\_\_\_\_  
**Siavish Jahani**



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

\_\_\_\_\_  
**Karen A. Fleitman**

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

\_\_\_\_\_  
**Cliff Rich**

**TOWN OF ADDISON**

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

By: \_\_\_\_\_  
**Ron Whitehead, City Manager  
Town of Addison**

**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 Siavish Jahani, Individually and as Co-Independent Executor of the estate of James E. Sauls, Deceased, and acknowledged to me that he executed the same in his authorized capacity and as his free and voluntary act and deed, 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 Cliff Rich, as Co-Independent Executor of the estate of James E. Sauls, Deceased, and acknowledged to me that he executed the same in his authorized capacity and as his free and voluntary act and deed, 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 Karen A. Fleitman, as Co-Independent Executor of the estate of James E. Sauls, Deceased, and acknowledged to me that she executed the same in her authorized capacity and as her free and voluntary act and deed, 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 ]

# Cafe Capri

15107 Addison Road at Beltline  
Dallas, Texas 75248  
(972) 24-960-8686

DEAR MR. HAGGERTY!

The Following IS what I NEED FROM THE CITY.

(#1) 10 A FOOT FOR WANTS OF DOCUMENT.  
2985 FOOT X 10 = 29850.02

(#2) CITY IS RESPONSIBLE FOR ALL THE EXPENSES.. BELOW.

(A) RELOCATING OF ALL (4) ORNIMENTAL LIGHTS.  
REASONABLE. WITH TIMER.

(B) Total Cost of Construction of Lighted NEW MONUMENT SIGN IN BETWEEN THE (2) DRIVEWAYS.

(C) Total Cost of REMOVING AND SETTING THE PARKING LIGHT ON A POLE FROM THE HACKBERRY TRAIL TO LUMINATE THE PARKING LIGHT. DETAILS TO BE ARRANGED.

(D) Total Cost of Construction of CURBS. & DRIVEWAY WITH THE DRIVEWAY DRAFT EXTEND 25 TO 30 FEET INTO PARKING LOT IN ORDER TO HAVE

# Cafe Capri

15107 Addison Road at Beltline  
Dallas, Texas 75248  
214-960-8682

- ④ PROPER GRADE TO THE STREET.
- ⑤ THE LANDSCAPING IN FRONT SHOULD NOT INTERFERE WITH THE EXPOSURE OF THE SIGN.
- ⑥ ALL EXPENSES FOR SPRINKLER SYSTEM AND TIMER AND LIGHTING OF THE FRONT OF THE PROPERTY.
- ⑦ THE CITY TO PAY 5000.<sup>00</sup> A MONTH DURING THE CONSTRUCTION PERIOD TILL IT IS FINISHED FOR LOST OF BUSINESS THE ABOVE MONTHLY PAYMENT IS OVER AND ABOVE THE PAYMENT OF BASEMENT OF 29850.<sup>00</sup>

## Steve Chutchian

---

**To:** awashington@cowlesthompson.com  
**Subject:** Response from Cafe Capri

Angela - as we discussed yesterday, regarding the Cafe Capri response letter, please prepare the contract of sale & cover letter with certain conditions and comments:

- a. #1 - the amount of \$29,850.00 is acceptable.
- b. the owner must construct the new sign and the Town will install it on-site. It must also meet all Town of Addison Ordinance requirements related to commercial signs.
- c. all existing light relocations will be performed by the Town, at our expense.
- d. the Town will construct and fund the cost of constructing new drive approaches within the limits of the proposed 20 ft. parkway easement.
- e. landscaping and irrigation shall be installed within the parkway easement, at the expense of the Town.
- f. The Town cannot pay any property owner for "loss of business" during construction of municipal improvements. However, the Town will maintain access to the site, from Addison Rd., at all times.

If you have any questions regarding preparation of this contract of sale, please let me know. Your assistance is always appreciated. Thanks.

Steve C.