

1999 Arapaho Streetscape / Irrigation - 5000.14



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

July 6, 2004

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

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

**RE: Parcel 4 (Oasis Car Wash / Dyson Enterprises), Addison Widening of Road Project  
Your File No. GF 02R05317/SJ7**

Dear Patricia:

I have received and reviewed the draft Purchaser's Statement for the above-referenced property. The purchase price, as shown on the Easement Agreement forwarded to you by letter dated April 8, 2004, is \$33,770.00. As stated in my April 8, 2004 letter, a copy of the easement agreement was inadvertently filed by the Town of Addison. I believe that you have discussed this matter with Janine Barber. I have contacted the seller and advised that you will be in contact regarding documents needed to complete/ratify the transaction. The contact information for the seller is as follows:

Ms. Cindy Pervenanze, President  
Oasis Car Wash  
P.O. Box 1187  
Addison, TX 75001  
Telephone: (972) 692-1086 Ext. 102  
Telecopier: (214) 618-5800

Also, in connection with this transaction, I have signed and am enclosing your Deletion of Arbitration Provision form. Thank you for your assistance in this matter.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

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

G.F. NO. 02R05317 SJ7

POLICY NO. 001

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

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

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

The arbitration provision in the Policy is as follows:

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

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

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

I request deletion of the Arbitration provision.

  
SIGNATURE

  
DATE



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

November 22, 2002

Ms. Cindy Pervenanze, President  
Oasis Car Wash  
P.O. Box 1187  
Addison, TX 75001

**RE: Easement Agreement – 15209 Addison Road**

Dear Cindy:

Enclosed is a redlined draft and a clean copy of the amended Easement Agreement for the above-referenced property addressing the changes that you requested. As we discussed, with respect to your concerns regarding the sign to be located between the two driveways, I have changed Paragraph 6 to provide that the exact location is to be mutually determined by the parties. Thus, the location will not be tied to that shown on Exhibit D. If you have any concerns regarding this matter or with any of the other changes made, please give me a call to discuss. If you find the document satisfactory, I will provide finalized documents with all exhibits for your execution upon receipt of the deed.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

c(w/o Enclosures): Mr. Mike Murphy, Director of Public Works  
Mr. Steve Chutchian, Assistant City Engineer  
Mr. Kenneth C. Dippel, City Attorney

COWLES & THOMPSON  
A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

May 27, 2004

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

**RE: Parcel 2 - Sultan Chanaa (Addison Widening of Road Project)**  
**Your File No. GF 02R05319**

Dear Patricia:

Enclosed for purposes of recording is the original Easement Agreement. Please let me know when you have obtained all necessary releases. Please give this your immediate attention, as time is now of the essence. If you are not able to clear title by the end of next week, I will need to take the necessary steps to obtain the property by other means. Thank you for your assistance.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c: Mr. Mike Murphy  
Mr. Steve Chutchian  
Mr. Ken C. Dippel

OWLES & THOMPSON  
A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

May 20, 2004

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

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

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

Dear Patricia:

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

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

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

25th  
Anniversary  
1978-2003

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

August 13, 2003

Mr. Leon Scroggins  
Owens, Clary & Aiken  
700 North Pearl Street, Suite 1600  
Dallas, TX 75201

**RE: Easement Agreement for Parcel 2 (Sultan Chanaa),  
Addison Widening of Road Project**

Dear Leon:

Enclosed is Mr. Chanaa's executed original of the above-referenced Easement Agreement. The document was approved by the Town of Addison's City Council at its meeting last night. I am forwarding a copy to the Title Company today to begin the closing process. If you have any questions, please do not hesitate to call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c(w/o Enc.): Mr. Mike Murphy, w/Town of Addison  
Mr. Steve Chutchian, w/Town of Addison  
Mr. 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 23, 2003

**VIA HAND DELIVERY**

Mr. Ron Whitehead  
City Manager  
Town of Addison  
5300 Belt Line Road  
Dallas, TX 75254

**RE: Parcel 2 (Sultan Chanaa), Addison Widening of Road Project**

Dear Ron:

Enclosed are two executed originals of the Easement Agreement for the above-referenced property. Please execute, date, and return both documents. I will then forward one original to the owner's attorney and initiate the closing process. If you have any questions or concerns, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

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



## EASEMENT AGREEMENT

This Agreement is made and entered into by and between Sultana K. Chanaa ("Grantor"), and the Town of Addison, Texas (the "Town").

### WITNESSETH:

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

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

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

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Sultan K. Chanaa 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 Thousand and No/100 dollars (\$30,000.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in the Warranty Deed attached as 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, fence, 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 part of any such building, fence, plant, or other structure, improvement or growth of any character or type that is located within the Easement Property and which, in the judgment of the Town, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation of the Project or the exercise of the Town's rights hereunder.

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

4. **Existing Fountains.** Existing fountains located in the Easement Area shall remain, and shall be protected during construction.

5. **Existing Trees.** Existing mature trees removed from the Easement Area due to construction or work performed under this Agreement shall be replaced with three new Red Oak trees and other landscaping and proposed facilities, all of which will be located within the Easement Area as determined by the Town.

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

7. **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.

8. **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.

9. **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.

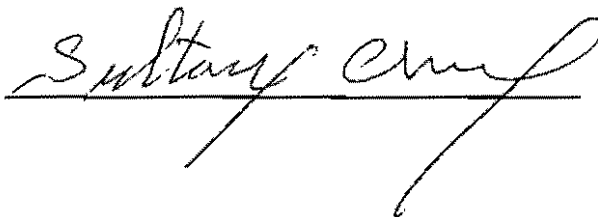
10. **Authority.** The undersigned are the properly authorized officials or persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly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

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

Executed this 10 day of June, 2003

**GRANTOR:**

**Sultan K. Chanaa**

A handwritten signature in cursive script, appearing to read "Sultan K. Chanaa", is written over a horizontal line.

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

**TOWN OF ADDISON**

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

Ron Whitehead, City Manager

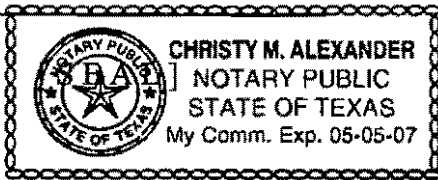
STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 10 day of June, 2003, personally appeared Sultan K. Chanaa, known to me to be the identical person who executed the within and foregoing document, 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.

Christy M Alexander  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:



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  
ADDISON ROAD PARKWAY EASEMENT

SULTAN K. CHANAA

BEING a parcel of land out of a 0.69 acre tract of land located in the Edward Cook Survey, Abstract No. 326, in the Town of Addison, Dallas County, Texas, conveyed to Sultan K. Chanaa, by a deed now of record in Volume 2000215, Page 01991, of the Deed Records of Dallas County, Texas, and being Block 1, Lot 2 of the Sambuca II/Filling Station Addition, an addition to the Town of Addison, Texas, said parcel of land being more particularly described as follows:

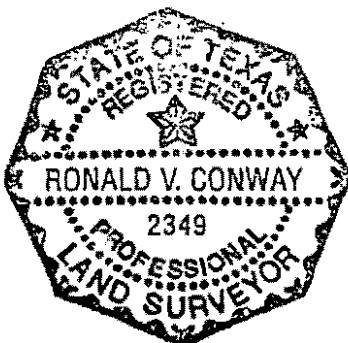
BEGINNING at a point for a corner, said point being N 89°49'29" W, 2.00 feet from the southeast corner of said 0.69 acre tract and N 89°49'29" W, 12.00 feet from the northeast corner of a 0.774 acre tract of land conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, and said northeast corner of 0.744 acre tract 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 Beginning Point being N 00° 49'02" W, 149.31 feet from a found 1/2 iron rod in the south line of said 0.774 acre tract and also being 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;

THENCE N 89° 49'29" W, along the south line of said 0.69 acre tract, and along the north line of said 0.774 acre tract for a distance of 8.00 feet to a point for corner;

THENCE N 00°13'00" E for a distance of 127.35 feet to a point for corner, said point being in the north line of said 0.69 acre tract and in the south line of a 1.48 acre tract of land conveyed to Sambuca Partners Limited Partnership II, L.P. by a deed now of record in Volume 94100, Page 05581 of the Deed Records of Dallas County, Texas;

THENCE S 89°29'00" E along the north line of said 0.69 acre tract and the south line of said 1.48 acre tract, a distance of 8.00 feet to a point for corner, said point being N 89° 31'14" E, 318.89 feet and S 00°13'00" W, 212.21 feet from a found 5/8 iron rod being the southwest corner of a 1.316 acre tract of land conveyed to Dyson Enterprises, LP by a deed now of record in Volume 2000034, Page 2494 of the Deed Records of Dallas County, Texas and the northwest corner of said 1.48 acre tract;

THENCE S 00°13'00" W, and being 42 feet, more or less, from the centerline of Addison Road, a distance of 127.30 feet to the Point of Beginning and containing 1,018.59 square feet (0.023 acres) of land.



*Ronald V. Conway*  
5/13/02

05/13/09 RJL SCALE: 1"=60' H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT3W.L

**EXHIBIT B**

3/4" I.R.F.  
ST. LOUIS SOUTHWESTERN RAILROAD

5/8" I.R.F.

EDWARD COOK SURVEY  
ABST. NO. 326

SCALE: 1"=60'

SAMBUCA II/FILLING  
STATION  
ADDITION  
VOL. 94117, PG. 06134

ADDISON CAR CARE ADDITION  
VOL. 87111, PG. 0286

SULTAN K. CHANAA  
VOL. 2000215, PG. 01991  
BLOCK 1, LOT 2

SAMBUCA PARTNERS LIMITED  
PARTNERSHIP II, L.P.  
VOL. 94100, PG. 05581  
BLOCK 1, LOT 1

DYSON ENTERPRISES, LP  
VOL. 2000034, PG. 2494  
BLOCK 1, LOT 1

15211 ADDISON ROAD  
JOINT VENTURE  
VOL. 96156, PG. 4963  
LOT 2, BLOCK 1

SAULS JAMES E  
VOL. 77153, PG. 1028

5/8" I.R.F.  
W/DC\$A

2' STREET DEICATION  
TO TOWN OF ADDISON

OLD LOT LINE

1,018.59 SQ. FT.  
0.023 ACRES

PROPOSED 8'  
PARKWAY EASEMENT

S 89°29'00" E  
8.00'

1/2" IRF  
N 89°49'29" W  
8.00'  
N 00°49'02" W - 149.31'  
(REFERENCE BEARING)

N 00°13'00" E - 127.35'  
S 00°13'00" W - 127.30'

S 00°13'00" W - 212.21' (REFERENCE BEARING)

1/2" IRF

N 89°49'29" W  
12.00'

ADDISON

ROAD

12' STREET DEICATION  
TO TOWN OF ADDISON

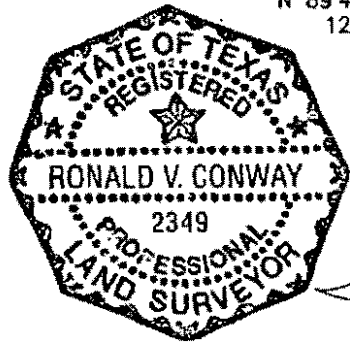
"X" IN  
CONC.

N 89°49'29" W  
2.00'

POINT OF  
BEGINNING

1/2" IRF

"X" IN CONC.



*Ronald V. Conway*  
5/13/02

**TOWN OF ADDISON, TEXAS**  
ADDISON ROAD PARKWAY EASEMENT  
SULTAN K. CHANAA

BIRKHOFF, FENDRICKS & CONWAY, L.L.P.  
CONSULTING ENGINEERS  
7502 Greenville Ave., Ste. 220  
Dallas, Texas  
(214) 361-7900

MAY 2002  
PLAT 3W

**EXHIBIT C**

2253

Prepared by the State Bar of Texas for use by lawyers only.

Revised 10-85; 4-93

\*1983 by the State Bar of Texas

**WARRANTY DEED WITH VENDOR'S LIEN**

**1187538**

Date: October 26, 2000

11/03/00 238/552 \$11.00  
Deed

Case Number: DA00090261

Grantor: THE FILLINO STATION OF ADDISON, INC., a Texas corporation

Grantor's Mailing Address (including county): 5445 La Sierra, #200  
Dallas, Texas 75231  
(Dallas County)

Grantee: SULTAN K. CHANAA, an individual

Grantee's Mailing Address (including county): 10424 Barrywood Drive  
Dallas, Texas 75230  
(Dallas County)

Consideration: The sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the further consideration of:

Grantee's execution and delivery of one certain second and subordinate purchase money promissory note in the principal sum of **THREE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$325,000.00)**, bearing interest and being payable to Grantor as therein provided, the same being secured by the subordinate vendor's lien and title retained herein and by a second and subordinate deed of trust of even date from Grantee to James W. DeMik, Trustee, the same to be recorded in the Deed Records of Dallas County, Texas

Property (including any improvements):

Being Lot 2, of SAMBUCA II/FILLINO STATION ADDITION, an Addition to the Town of Addison, Dallas County, Texas, according to the Amended Plat thereof recorded in Volume 94117, Page 6134 of the Map Records of Dallas County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments other than liens and conveyances, that affect the property; and, taxes for the current year, the payment of which Grantee assumes.

200215 01991

EXHIBIT C

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

THE FILLING STATION OF ADDISON, INC.  
BY: [Signature]  
SAM Y. DORFMAN, PRESIDENT

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, by seller's name \_\_\_\_\_ and co-signer's name.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on the 26th day of October, 2000, by SAM Y. DORFMAN, PRESIDENT, of THE FILLING STATION OF ADDISON, INC.  
a Texas corporation, on behalf of said corporation.

[Signature]  
JAMES W. DEMLIK  
Notary Public, State of Texas  
State of \_\_\_\_\_  
Comm. Expires \_\_\_\_\_ (printed):  
Notary's commission expires:

AFTER RECORDING RETURN TO:  
COMMERCIAL ESCROW COMPANY  
13101 Preston Rd., Ste. 400  
Dallas, Texas 75240

PREPARED IN THE LAW OFFICE OF:  
James W. Demlik  
13101 Preston Rd., Ste. 400  
Dallas, Texas 75240



EXHIBIT C

COUNTY CLERK, Dallas County, Texas

*Carlo B. Smith*



NOV 3 2000

Any person who signs this document is certifying that the information provided is true and correct to the best of their knowledge and belief. The undersigned hereby certifies that the information provided is true and correct to the best of their knowledge and belief. The undersigned hereby certifies that the information provided is true and correct to the best of their knowledge and belief.

FILED  
2000 NOV -3 PM 1:00  
COUNTY CLERK  
DALLAS COUNTY

200215 01993



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

June 13, 2003

Mr. Douglas H. Conner  
Boyle & Lowry  
4201 Wingren, Suite 108  
Irving, TX 75062

**RE: Parcel 2 (Sultan Chanaa), Addison Widening of Road Project**

Dear Doug:

Enclosed is Exhibit A (property description) for the Petition in Condemnation for the above-referenced property. A hard copy of the petition is also enclosed. As stated in my e-mail sent earlier today, the address for Mr. Chanaa is the address for his son. Thus, alternate service may be necessary and an amendment to the petition to reflect such alternate service may also be necessary. Please let me know how you wish to handle such service. As I also stated in an e-mail to you earlier today, Mr. Chanaa's attorney has told me that he will be sending me an executed Agreement. If the Agreement is not in my hands by the early part of next week, however, we will need to go forward with the filing of the petition. Thank you for your assistance.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

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



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

June 26, 2003

Mr. Leon Scroggins  
Owens, Clary & Aiken  
700 North Pearl Street, Suite 1600  
Dallas, TX 75201

**RE: Parcel 2, Sultan Chanaa - Addison Widening of Road Project**

Dear Leon:

Thank you for your letter of June 20, 2003 forwarding the executed Agreement for the above-referenced property. The City Manager has signed off on the Agreement. Because the purchase price is greater than the appraisal amount, however, the Agreement must be approved by the City Council before we can close the transaction. The Agreement is being scheduled on the August 12, 2003 Council Agenda. Once approved by the Council, I will forward to you a fully executed Agreement and instruct the Title Company to proceed with closing of the transaction. If you have any questions or concerns, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr

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



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

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

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: \_\_\_\_\_

25th  
Anniversary  
1978-2003

COWLES & THOMPSON  
A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

May 29, 2003

Mr. Mark Knutson  
Tharaldson Companies  
1201 Page Drive  
Fargo, ND 58103

**RE: Addison Restaurant Park – Lots 4 and 5**

Dear Mark:

As we discussed, the Town of Addison has discovered that it owns a portion of the property for which we previously negotiated. Enclosed you will find a replacement Contract of Sale, Right-of-Way Deed, and Temporary Construction Easement reflecting adjustments to the amount of property involved with appropriate reductions in purchase price for execution by the appropriate party. Please let me know if you have any questions or concerns. Thank you for your attention to this matter.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

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



25th  
Anniversary  
1978-2003

COWLES & THOMPSON  
A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

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:

\_\_\_\_\_

[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]

## 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 ]

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. Leon Scroggins  
Owens, Clary & Aiken  
700 North Pearl Street, Suite 1600  
Dallas, TX 75201

**RE: 0.6919 Acre Tract located at 15201 Addison Road**

Dear Leon:

Enclosed for Mr. Chanaa's execution is the finalized Easement Agreement. We request that the signed Agreement be returned no later than May 5, 2003, so that we may close the transaction and avoid any delay in the Town's construction schedule. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

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

## EASEMENT AGREEMENT

This Agreement is made and entered into by and between Sultana K. Chanaa ("Grantor"), and the Town of Addison, Texas (the "Town").

### WITNESSETH:

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

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

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

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Sultan K. Chanaa 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 Thousand and No/100 dollars (\$30,000.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in the Warranty Deed attached as 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, fence, 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 part of any such building, fence, plant, or other structure, improvement or growth of any character or type that is located within the Easement Property and which, in the judgment of the Town, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation of the Project or the exercise of the Town's rights hereunder.

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

4. **Existing Fountains.** Existing fountains located in the Easement Area shall remain, and shall be protected during construction.

5. **Existing Trees.** Existing mature trees removed from the Easement Area due to construction or work performed under this Agreement shall be replaced with three new Red Oak trees and other landscaping and proposed facilities, all of which will be located within the Easement Area as determined by the Town.

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

7. **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.

8. **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.

9. **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.

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

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

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

**GRANTOR:**

**Sultan K. Chanaa**

---

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

**TOWN OF ADDISON**

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

**Ron Whitehead, City Manager**

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared Sultan K. Chanaa, known to me to be the identical person who executed the within and foregoing document, 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 Sultana K. Chanaa ("Grantor"), and the Town of Addison, Texas (the "Town").

### WITNESSETH:

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

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

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

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Sultan K. Chanaa 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 Thousand and No/100 dollars (\$30,000.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

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

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

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

B. Grantor acknowledges and agrees as follows:

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

(ii) Grantor shall not construct or place within the Easement Property any building, fence, 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 part of any such building, fence, plant, or other structure, improvement or growth of any character or type that is located within the Easement Property and which, in the judgment of the Town, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation of the Project or the exercise of the Town's rights hereunder.

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

4. **Existing Fountains.** Existing fountains located in the Easement Area shall remain, and shall be protected during construction.

5. **Existing Trees.** Existing mature trees removed from the Easement Area due to construction or work performed under this Agreement shall be replaced with three new Red Oak trees and other landscaping and proposed facilities, all of which will be located within the Easement Area as determined by the Town.

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

7. **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.

8. **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.

9. **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.

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

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

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

**GRANTOR:**

**Sultan K. Chanaa**

---

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

**TOWN OF ADDISON**

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

**Ron Whitehead, City Manager**

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared Sultan K. Chanaa, known to me to be the identical person who executed the within and foregoing document, 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:

\_\_\_\_\_  
[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  
ADDISON ROAD PARKWAY EASEMENT

SULTAN K. CHANAA

BEING a parcel of land out of a 0.69 acre tract of land located in the Edward Cook Survey, Abstract No. 326, in the Town of Addison, Dallas County, Texas, conveyed to Sultan K. Chanaa, by a deed now of record in Volume 2000215, Page 01991, of the Deed Records of Dallas County, Texas, and being Block 1, Lot 2 of the Sambuca II/Filling Station Addition, an addition to the Town of Addison, Texas, said parcel of land being more particularly described as follows:

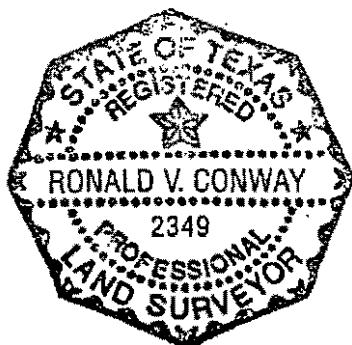
BEGINNING at a point for a corner, said point being N 89°49'29" W, 2.00 feet from the southeast corner of said 0.69 acre tract and N 89°49'29" W, 12.00 feet from the northeast corner of a 0.774 acre tract of land conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, and said northeast corner of 0.744 acre tract 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 Beginning Point being N 00° 49'02" W, 149.31 feet from a found 1/2 iron rod in the south line of said 0.774 acre tract and also being 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;

THENCE N 89° 49'29" W, along the south line of said 0.69 acre tract, and along the north line of said 0.774 acre tract for a distance of 8.00 feet to a point for corner;

THENCE N 00°13'00" E for a distance of 127.35 feet to a point for corner, said point being in the north line of said 0.69 acre tract and in the south line of a 1.48 acre tract of land conveyed to Sambuca Partners Limited Partnership II, L.P. by a deed now of record in Volume 94100, Page 05581 of the Deed Records of Dallas County, Texas;

THENCE S 89°29'00" E along the north line of said 0.69 acre tract and the south line of said 1.48 acre tract, a distance of 8.00 feet to a point for corner, said point being N 89° 31'14" E, 318.89 feet and S 00°13'00" W, 212.21 feet from a found 5/8 iron rod being the southwest corner of a 1.316 acre tract of land conveyed to Dyson Enterprises, LP by a deed now of record in Volume 2000034, Page 2494 of the Deed Records of Dallas County, Texas and the northwest corner of said 1.48 acre tract;

THENCE S 00°13'00" W, and being 42 feet, more or less, from the centerline of Addison Road, a distance of 127.30 feet to the Point of Beginning and containing 1,018.59 square feet (0.023 acres) of land.



*Ronald V. Conway*  
5/13/02

**EXHIBIT B**

3/4" I.R.F.  
ST. LOUIS SOUTHWESTERN RAILROAD

5/8" I.R.F.

EDWARD COOK SURVEY  
ABST. NO. 326

SAMBUCA II/FILLING  
STATION  
ADDITION  
VOL. 94117, PG. 06134

SCALE: 1"=60'

ADDISON CAR CARE ADDITION  
VOL. 87111, PG. 0286

SULTAN K. CHANAA  
VOL. 2000215, PG. 01991  
BLOCK 1, LOT 2

SAMBUCA PARTNERS LIMITED  
PARTNERSHIP II, L.P.  
VOL. 94100, PG. 05581  
BLOCK 1, LOT 1

N 89°31'14" E - 318.89' (REFERENCE BEARING)

DYSON ENTERPRISES, LP  
VOL. 2000034, PG. 2494  
BLOCK 1, LOT 1

15211 ADDISON ROAD  
JOINT VENTURE  
VOL. 96156, PG. 4963  
LOT 2, BLOCK 1

SAULS JAMES E  
VOL. 77153, PG. 1028

1,018.59 SQ. FT.  
0.023 ACRES

PROPOSED 8'  
PARKWAY EASEMENT

1/2" IRF  
N 89°49'29" W 8.00'  
N 00°49'02" W - 149.31'  
(REFERENCE BEARING)

2' STREET DECACTION  
TO TOWN OF ADDISON  
N 00°13'00" E - 127.35'  
S 00°13'00" W - 127.30'

S 89°29'00" E 8.00'

S 00°13'00" W - 212.21' (REFERENCE BEARING)

1/2" IRF

N 89°49'29" W 12.00'

N 89°49'29" W 2.00'

ADDISON ROAD

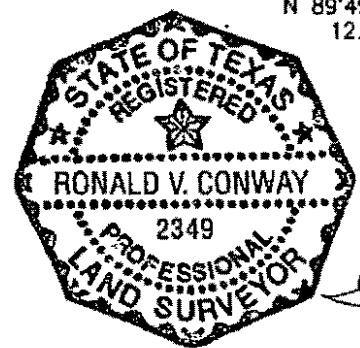
12' STREET DECACTION  
TO TOWN OF ADDISON

"X" IN CONC.

POINT OF  
BEGINNING

1/2" IRF

"X" IN CONC.



*Ronald V. Conway*  
5/13/02

**TOWN OF ADDISON, TEXAS**  
ADDISON ROAD PARKWAY EASEMENT  
SULTAN K. CHANAA

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.  
CONSULTING ENGINEERS  
7502 Greenville Ave., Ste. 230  
Dallas, Texas  
(214) 361-2800

MAY 2002  
PLAT 3W

05/13/02 RJL SCALE: 1"=60' PROJECTS\ADDISON\98143\PLATS\ADD-PLAT3W.dwg

GARTNER-PLAND COMPANY  
VOL. 91248, PG. 3622

**EXHIBIT C**

2253  
Prepared by the State Bar of Texas for use by lawyers only.  
Revised 10-83; 4-93  
©1983 by the State Bar of Texas

**WARRANTY DEED WITH VENDOR'S LIEN**

**1 1 8 7 5 3 5**

Date: October 26, 2000  
11/03/00 2381552 911.00  
Deed

Case Number: DA00090261

Grantor: THE FILLING STATION OF ADDISON, INC., a Texas corporation

Grantor's Mailing Address (including county): 5445 La Sierra, #200  
Dallas, Texas 75231  
(Dallas County)

Grantee: SULTAN K. CHANAA, an individual

Grantee's Mailing Address (including county): 10424 Barrywood Drive  
Dallas, Texas 75230  
(Dallas County)

Consideration: The sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the further consideration of:

Grantee's execution and delivery of one certain second and subordinate purchase money promissory note in the principal sum of THREE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$225,000.00), bearing interest and being payable to Grantor as therein provided, the same being secured by the subordinate vendor's lien and title retained herein and by a second and subordinate deed of trust of even date from Grantee to James W. DeMik, Trustee, the same to be recorded in the Deed Records of Dallas County, Texas

Property (including any improvements):

Being Lot 2, of SAMBUCA II/FILLING STATION ADDITION, an Addition to the Town of Addison, Dallas County, Texas, according to the Amended Plat thereof recorded in Volume 94117, Page 6134 of the Map Records of Dallas County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments other than liens and conveyances, that affect the property; and, taxes for the current year, the payment of which Grantee assumes.

200215 01991

**EXHIBIT C**

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

THE FILLING STATION OF ADDISON, INC.

BY: *[Signature]*  
SAM Y. DORFMAN, PRESIDENT

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_


This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by seller's name \_\_\_\_\_ and co-signer's name \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on the 26th day of October, 2000, by SAM Y. DORFMAN, PRESIDENT, of THE FILLING STATION OF ADDISON, INC.  
a Texas corporation, on behalf of said corporation.

*[Signature]*  
  
Notary's commission expires:

AFTER RECORDING RETURN TO:  
COMMERCIAL ESCROW COMPANY  
13101 Preston Rd., Ste. 400  
Dallas, Texas 75240

PREPARED IN THE LAW OFFICE OF:  
James W. DeMik  
13101 Preston Rd., Ste. 400  
Dallas, Texas 75240

**EXHIBIT C**

COUNTY CLERK, Dallas County, Texas

*David E. Smith*



NOV 3 2000

Any person having knowledge which renders the sale, return, or use of the  
description and property because of error or facts in printed and  
STATE OF TEXAS  
COUNTY OF DALLAS  
I hereby certify that the instrument was filed on the date and time  
stamped herein by me and was duly recorded in the volume and  
page of the public records of Dallas County, Texas as hereinafter  
indicated by me.

DALE'S COUNTY  
COUNTY CLERK  
2000 NOV -3 PM 1:00  
FILED

369610 512007

COWLES & THOMPSON  
A Professional Corporation  
ATTORNEYS AND COUNSELORS

MR. JAHANI  
FAXED  
4/3/03

ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

March 28, 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:

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").

### 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 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 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. 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:

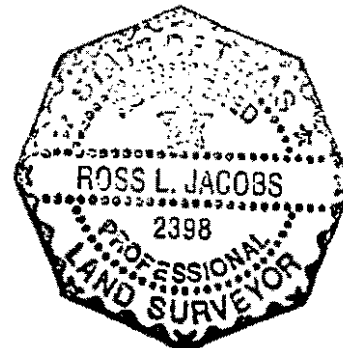
BEGINNING at a point for a corner, said point being the northeast corner of said 0.774 acre tract and the southeast corner of a 1.00 acre tract of land conveyed to The Filling Station of Addison, Inc., by a deed now of record in Volume 94100, Page 05577, of the Deed Records of Dallas County, Texas, and 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;

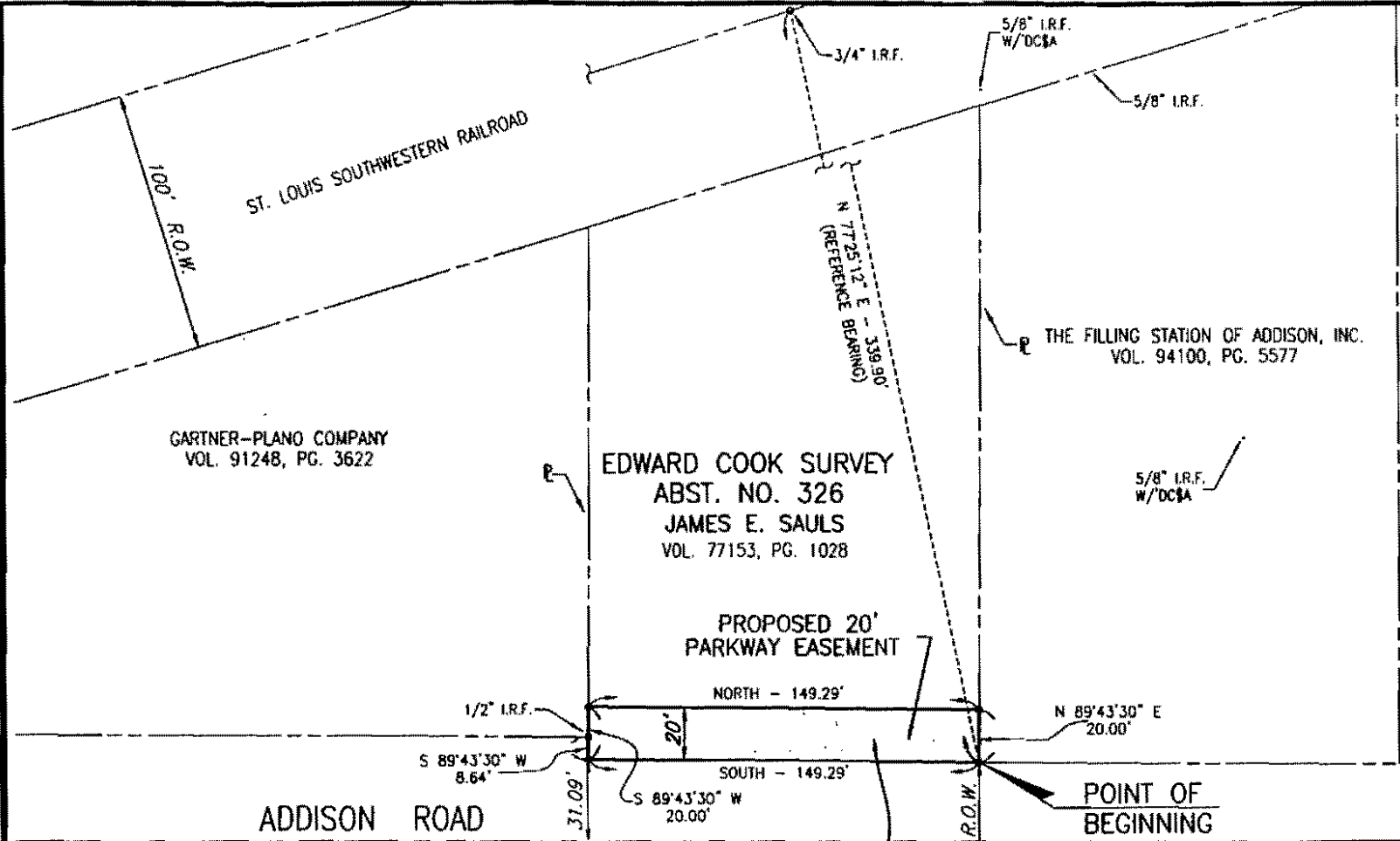
THENCE, Due North for a distance of 149.29 feet to a point for corner, said point being in the north line of said 0.774 acre tract and in the south line of said 1.00 acre tract;

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

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



2,985.75 SQ. FT.  
0.068 ACRES

SCALE: 1"=50'



*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. CONSULTING ENGINEERS	JAN., 2002 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 621 of the Deed Records of Dallas County, Texas;

THENCE South 88 degrees 47 minutes 56 seconds West 69.73' 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.



# HP LaserJet 3200se

HP LASERJET 3200

APR-4-2003 10:54AM



## Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
312	4/4/2003	10:44:44AM	Send	99729608687	9:19	9	OK

DALLAS TELETYPE UNIT  
1501 MAIN STREET, SUITE 900 DALLAS, TEXAS 75202-7777  
121 214 724 2009 FAX 214 678 7233  
WWW.COWLESANDTHOMPSON.COM

Enclosure  
AKW/pt

Angela K. Washington

Sincerely,

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

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

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

Dear Mr. Mosser:

Re: Proposed Easement Agreement - Calf Capt

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

March 28, 2003

ANGELA K. WASHINGTON  
1501 MAIN STREET, SUITE 900 DALLAS, TEXAS 75202-7777  
WWW.COWLESANDTHOMPSON.COM

ATTORNEYS AND COUNSELLORS  
A PROFESSIONAL CORPORATION  
COWLES & THOMPSON  
Mr. JAHN!

MAR-26-2003 17:14

COWLES &amp; THOMPSON

2146722020 P.01/12

*25th*  
*Anniversary*  
1978-2003

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



## FACSIMILE COVER PAGE

Date: March 26, 2003

Time: \_\_\_\_\_

Total Number of Pages (including this sheet): 12Normal/Rush: NormalClient/Matter #: 3305/62147

TO: (1) Mike Murphy

FAX: (972) 450-2837

PHONE:

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

MESSAGE: RE: Cafe Capri

**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

MAR-26-2003 17:14

COWLES &amp; THOMPSON

2146722020 P.02/12

**COWLES & THOMPSON**

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

March 26, 2003

**VIA FACSIMILE 972.450.2837**

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

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

Dear Mike:

As we discussed, attached is a letter that I just received from James Mosser regarding the proposed Agreement for Parcel 1 (Café Capri), Addison Road Widening Project. I am also attaching a letter that I prepared and had hoped to send out today to Mr. Mosser; however, I have been advised by the Title Company that there is some sort of a discrepancy with respect to the survey. Thus, I am waiting for their response before sending the Agreement out. I can however, go ahead and forward the letter and Agreement, informing the owner that adjustments to the exhibits may need to be made. If you would like me to do so, please let me know.

Sincerely,

Angela K. Washington

AKW/yjr  
Attachments

c(w/o Attachments): Mr. Kenneth Dippel, City Attorney

MAR-26-2003 17:14

COWLES & THOMPSON

2146722020 P.03/12

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

March 26, 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:

Enclosed is the Town of Addison's proposed agreement for the above-referenced property in final form. In response to our telephone conversation on March 20, 2003, 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. Thank you for your assistance in this matter.

Sincerely,

Angela K. Washington  
AKW/yjr  
Enclosure

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

MAR-26-2003 17:15

COMLES & THOMPSON

2146722020 P.04/12

Mar. 26. 2003 3:57PM

MOSSER MALLERS PLLC Lawyers

No. 8024 P. 1/2

# ***MOSSER MALLERS PLLC.***

## ***LAWYERS***

17110 DALLAS PARKWAY, SUITE 290 • DALLAS, TEXAS 75248 • 972-733-3223 • FAX: 972-267-5072

March 24, 2003

***Via Facsimile 214-672-2020***

Angela K. Washington, Esq.  
901 Main Street, Suite 4000  
Dallas, Texas 75202

In Re: Proposed Easement Agreement - Café Capri

Dear Ms. Washington:

Pursuant to my telephone conversations with Mr. Murphy and with you, I have made the following comments related to the agreements and to be entered into between Mr. Jahani and the City of Addison in its relationship to the above-referenced issue.

Relating to landscaping, the City advised me in a telephone conversation with Mr. Murphy and pursuant to my letter dated February 6, 2003 that the signs and landscaping would be replaced on the front part of Mr. Jahani's property at Café Capri so that the signs are in full exposure as they are today for passing traffic and that the signs would be replaced or removed to a certain location with the review by Café Capri along with the City of Addison. That the signs would have to be in accordance with the City of Addison's sign ordinance. There is no indication that any federal or state law was involved and we object to any federal or state law being agreed to.

Paragraph 5 of my letter dated February 6, 2003 and my discussion with Mr. Murphy it was agreeable that the ornamental lights, timber and landscaping would be redone at the expense of the City with the approval of Café Capri and Mr. Jahani.

Furthermore, in that same letter dated February 6, 2003 Paragraphs 8 and 9 requires that the City and the Contractor establish date certain that the widening project shall be completed and it was set at 150 days by agreement with Mr. Murphy. Furthermore the bond and the contract should be available to Mr. Jahani as a third-party beneficiary so that in the event that the Contractor does not complete and perform its duties pursuant to the contract within a certain time frame and in a certain manner that Mr. Jahani may seek his civil redress in a court of law under the same contract. It is imperative that the City insure that the contract and that the bond guarantees shall not interrupt the business ingress and egress to Café Capri during the hours of operation of Café Capri. Obviously this could be a conflict between the hours of closure and the hours of opening for the noon restaurant business. These items, Paragraphs 8 and 9, were agreed to by Mr. Murphy in a personal conversation with myself and Mr. Jahani.

MAR-26-2003 17:15

COWLES & THOMPSON

2146722020 P.05/12

Mar. 26. 2003 3:57PM

MOSSER MALLERS PLLC Lawyers

No. 8024 P. 2/2

March 24, 2003

Page 2

Please contact me if you have any further questions. We would like complete this matter as it has been dragging out for some time.

Respectfully, *MOSSER MALLERS PLLC LAWYERS*

by: James D. Mosser, Lawyer

MAR-26-2003 17:15

COWLES &amp; THOMPSON

2146722020 P.06/12

## **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 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**

MAR-26-2003 17:16

COWLES & THOMPSON

2146722020 P.09/12

**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:**

\_\_\_\_\_  
[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]

MAR-26-2003 17:16

COWLES & THOMPSON  
DALLAS

2146722020 P.10/12

**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:

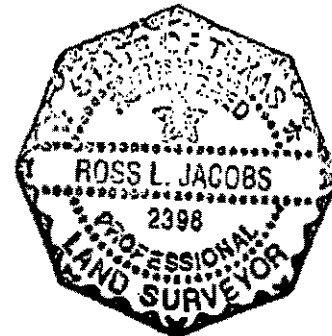
BEGINNING at a point for a corner, said point being the northeast corner of said 0.774 acre tract and the southeast corner of a 1.00 acre tract of land conveyed to The Filling Station of Addison, Inc., by a deed now of record in Volume 94100, Page 05577, of the Deed Records of Dallas County, Texas, and 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;

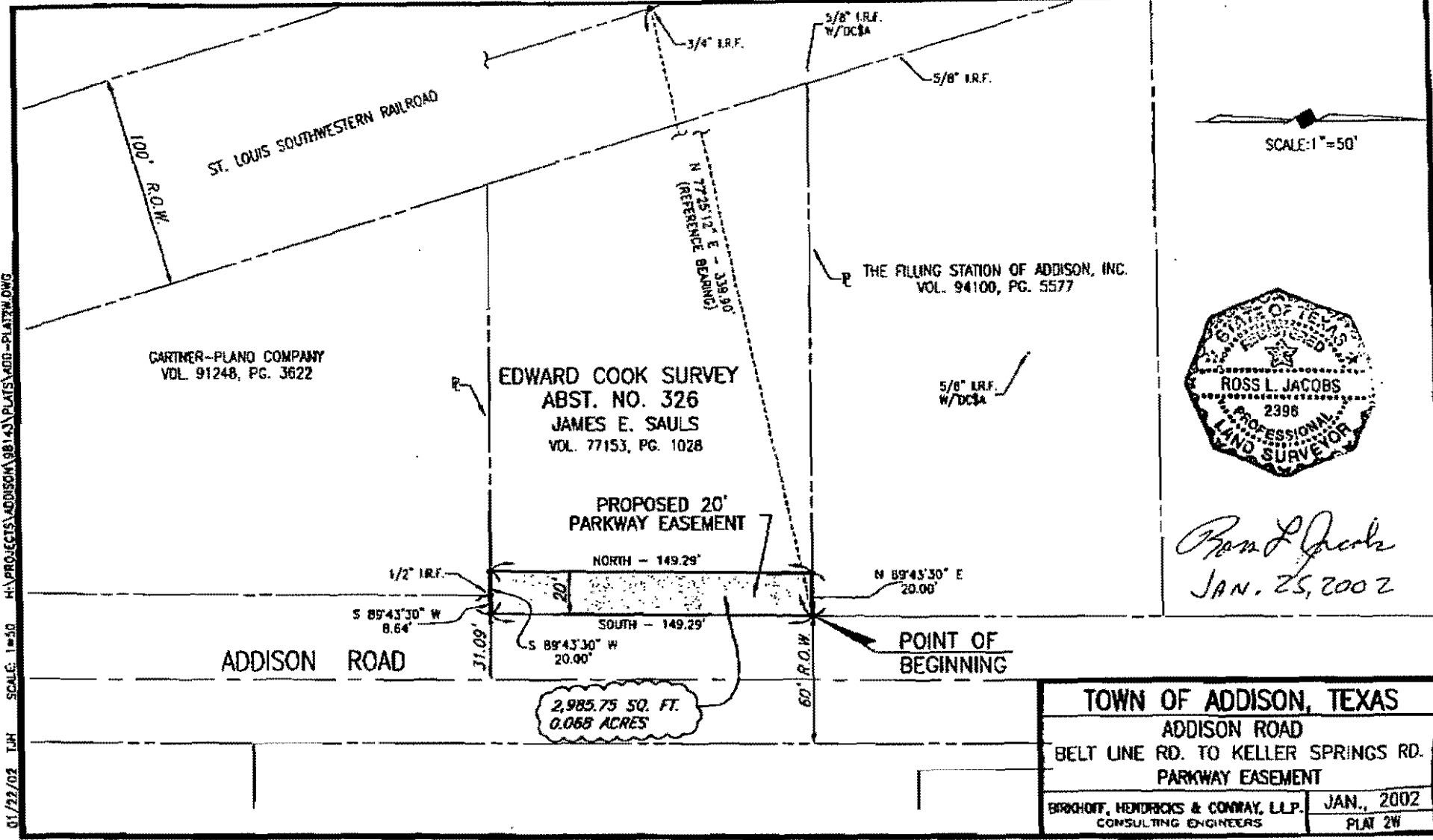
THENCE, Due North for a distance of 149.29 feet to a point for corner, said point being in the north line of said 0.774 acre tract and in the south line of said 1.00 acre tract;

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



TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BERKHOFF, HENDRICKS & CONRAY, LLP. CONSULTING ENGINEERS	JAN., 2002 PLAT 2W

01/22/02 TJH SCALE: 1"=50' H:\PROJECTS\ADDISON\98181\PLATS\ADD-PLAT2W.DWG

MAR-26-2003 17:16 COULES & THOMPSON

Received Fax: MAR 26 2003 5:01PM Fax Station: HP 1458121 3200 2146722020 P.11/12

MAR-26-2003 17:16

COWLES & THOMPSON

2146722020 P.12/12

**EXHIBIT C**

**SCHEDULE "A" - LEGAL DESCRIPTION**

BEING a tract of land situated in the EDWARD COOK SURVEY, ABSTRACT NO. 226, 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 Bell Line Road (a 100' road), said point also being North 2.5' from a tract deeded to J. M. Pistole recorded in Volume 483, Page 624 of the Deed Records of Dallas County, Texas;

THENCE South 88 degrees 47 minutes 56 seconds West 69.93' 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.

2002 116 05906

MAR-04-2003 16:53

COWLES & THOMPSON

2146722020 P.01/08

25th Anniversary 1978-2003

COWLES & THOMPSON A Professional Corporation ATTORNEYS AND COUNSELORS

Mr. J. J. J. (F) 99608687



3/4/05 - He received this.

FACSIMILE COVER PAGE

Date: March 4, 2003

Time: \_\_\_\_\_

Total Number of Pages (including this sheet): 8

Normal/Rush: Normal

Client/Matter #: 3195/25211

TO: (1) Mike Murphy

FAX: (972) 450-2837

PHONE:

Handwritten circled '1' and signature 'Cape Cappi'

FROM: Angela K. Washington

Direct Dial #: (214) 672-2144

MESSAGE: Per your request. Original in the mail. Let me know if you need anything further.

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.

MAR-04-2003 16:53

COWLES &amp; THOMPSON

2146722020

P.02/08

*25th*  
*Anniversary*  
1978-2003

**COWLES & THOMPSON**

A Professional Corporation

ATTORNEYS AND COUNSELORS



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:

\_\_\_\_\_

[SEAL]

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:

\_\_\_\_\_

[SEAL]

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:

\_\_\_\_\_

[SEAL]

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:

\_\_\_\_\_

[SEAL]



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

March 3, 2003

Mr. James C. Mosser  
Mosser Mellers 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,

A handwritten signature in cursive script, appearing to read "Angela K. Washington".

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 ]



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

February 7, 2003

Mr. Sadrudin Kassam, Manager  
Mayflower Hotels, LLC  
1213 Cottonwood Valley Drive  
Irving, TX 75038

**RE: Parcel 7, Addison Road Extension Project  
15200 Addison Road**

Dear Mr. Kassam:

Pursuant to your discussions with the Town of Addison, enclosed for execution by Mayflower Hotels, LLC is an Easement Agreement conveying the requested easement to the Town. Please note that execution of this Agreement by the Town is subject to the approval of the City Council. In addition, as stated in my January 6, 2003 letter to you, there are liens on the property that must be cleared up. This matter is addressed in Paragraph 6 of the Agreement. For your convenience, I am enclosing a copy of the Title Commitment. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

c(w/o Enclosures): Mr. Mike Murphy  
Mr. Steve Chutchian  
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

January 30, 2003

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

**RE: Parcel 6, (Minol MTR), Addison Road Extension Project**

Dear Steve:

Enclosed are three (3) executed originals of the Easement Agreement for the above-referenced property. Once I review the Resolution that you are forwarding, I will let you know whether or not this should be scheduled on a council agenda prior to execution by the City Manager. In addition, as we discussed, we will need to clear up any issues of concern listed on the title commitment prior to closing. Should you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

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

**ADDISON WILSON III**  
ATTORNEY AT LAW  
A PROFESSIONAL CORPORATION

5500 PRESTON ROAD  
SUITE 330  
DALLAS, TEXAS 75205

TELEPHONE  
(214) 521-1122  
FAX: (214) 521-8013

February 28, 2002

Mr. Kim B. Forsythe  
15211 Addison Road Joint Venture  
3333 Earhart, Suite 140  
Carrollton, Texas 75006

**Via Hand Delivery**

Dear Kim:

At your request, I have analyzed the Hipes & Associates appraisal dated April 11, 2001 of your 1.6188 acres located at the southwest corner of Addison Road and Arapaho Road in the town of Addison, Texas. As you know, the appraiser found the fair market value of the 2432 square feet being taken as \$147,618.00. The value included his estimate of the value of the actual land taken as well as all of the buildings which will be lost as a result of the taking.

My general comments with regard to the appraisal are as follows:

The appraisal is now a year old and the comparable sales which the appraiser uses are either three (3), two (2), or one (1) year old. The appraiser indicates he will adjust the appraisal as a result of the time lag but the actual adjustment is minimal. It is common knowledge, and well established in the appraisal itself, that property values have increased substantially in this area in the last few years and it is obvious that the adjustment for time delay is inadequate.

The appraiser defines the market area by including properties as far west as Midway Road, but recognizes the tremendous influence of Addison Circle. The definition of the market area is inequitable and unfavorable to the subject property.

In addition, the appraiser uses only three (3) comparable sales although he reviewed up to sixteen (16) sales. A review of sales in a more comparable market area (such as a market area within one-half block of either of the two (2) major roads of the area (that is Beltline Road and Dallas North Tollway) would be more appropriate.

The appraiser makes assumptions regarding the effect of Addison Municipal Airport requirements on the subject property and the effect of your Buildings being a non-conforming use. Both of these assumptions are highly questionable and in any event derogatory to your property. On the other hand, the appraiser fails to take into account the detrimental effects of the taking on the remainder of your property, such as the loss of 7.29% of your front footage, denied access on Addison Road, and in utility dedications and set back requirements attributable to the development of Arapaho Road occasioned by the taking.

A review of the Hipes analysis of your value and other factors follows:

4-11-01 Hipes Appraisal Value.....	\$147,618.00
Land: 2432 sf. at \$10.00/sf.....	\$24,320.00
Buildings: \$49,500 noi x 3 years.....	<u>\$123,298.00</u>
Total.....	\$147,618.00

ANALYSIS:

**I. Land (by the square foot).** As indicated above, the land should be valued at greater than \$10.00 per square foot. The property is just more valuable. Also, it is common practice to increase comparables by 1.5% per month in this high growth corridor. The results would be as follows:

Parent Tract 1.6188 ac. (70,515 sf.)

		<u>\$10.00 (Hipes)</u>	<u>\$15.00</u>	<u>\$20.00</u>
Parent	70,515 sf.	\$705,149.00	\$1,057,724.00	\$1,410,298.00
Taking	2432 sf.	\$24,320.00	\$34,480.00	\$48,640.00

Land (by the front foot). Another approach to value is the effect of taking 17.9 feet off of the existing 245.58' frontage on Addison Road. The effect is as follows:

Taking is 17.9' off of the Parent's 245.58 frontage

Taking is 17.9/245.58 of frontage or 7.29%

		<u>\$10.00 (Hipes)</u>	<u>\$15.00</u>	<u>\$20.00</u>
Parent	70,515 sf.	\$705,149.00	\$1,057,724.00	\$1,410,298.00
Taking	7.29% of frontage	\$51,405.00	\$77,108.08	\$102,811.00

**II Buildings.**

The appraiser correctly includes all of the Buildings. The value of the Buildings is a multiple of net operating income (NOI) times remaining useful life of Buildings which the appraiser estimates at 3 years (pp. 22-23).



So Hipes found the value of the Building as follows:

NOI of \$70,580.00 less parking income of \$21,000.00 resulted in NOI "attributable to the Buildings" of \$49,580.00

NOI (attributable to the Buildings).....	\$49,580.00
times useful life, 3 years.....	<u>          3</u>
	\$148,740.00

The appraiser admits his income calculations are estimates. The actual income and operating income on the Buildings is far greater:

Actual Net Operating Income for 2001 excluding Sambuca Jazz Café rent is:

Total Net Income	\$113,043.00
Sambuca Jazz Café	<u>\$15,000.00</u>
Net NOI	\$98,043.00

Actual "NOI attributable to the Buildings" is \$98,043.00.

Taxes and insurance are paid in Sambuca Jazz Café lease.

Vacancy is negligible.

NOI is easily \$98,000.00

The Hipes appraisal estimates the remaining life on the Buildings as three (3) years. It is much longer, at least five (5) years, and probably ten (10) years.

Actual Value of Buildings under Hipes appraisal using actual NOI:

NOI			
<u>attributable to the Buildings</u>	<u>3 years (Hipes)</u>	<u>5 years</u>	<u>10 years</u>
\$98,000.00	\$294,000.00	\$490,000.00	\$980,000.00

This assumes rents do not increase. Also, as Hipes indicates (p. 21) the present rents are diminished as a result of the pending condemnation. For purposes of this analysis, the rents should be reviewed at what the fair market rental would be BUT FOR the threatened condemnation. That would increase the value of the Buildings substantially.

**CONCLUSION:**

The value (per the Hipes analysis using current data) are within the following parameters:

Land (based on square footage)	\$10.00.....	\$24,320.00
	\$15.00.....	\$34,480.00
	\$20.00.....	\$48,640.00
Land (based on front footage)	\$10.00 (7.29%).....	\$51,405.00
	\$15.00 (7.29%).....	\$77,108.00
	\$20.00 (7.29%).....	\$102,811.00

Buildings (based on \$98,000.00 NOI attributable to the Buildings) and a variable remaining useful life:

	<u>3 years (Hipes)</u>	<u>5 years</u>	<u>10 years</u>
\$98,000.00	\$294,000.00	\$490,000.00	\$980,000.00


**CONCLUSION:**

The reasonable fair market value of the Taking is between \$318,230.00 and \$1,082,810.00 as follows:

	<u>Hipes \$10.00/3years</u>	<u>\$15.00/5 years</u>	<u>\$20.00/10 years</u>
Land (sf.)	\$24,320.00	\$34,480.00	\$48,640.00
Buildings	<u>\$294,000.00</u>	<u>\$490,000.00</u>	<u>\$980,000.00</u>
	\$318,230.00	\$524,480.00	\$1,466,640.00
	<u>Hipes \$10.00/3years</u>	<u>\$15.00/5 year</u>	<u>\$20.00/10 years</u>
Land front footage (7.29%)	\$51,405.00	\$77,108.00	\$102,810.00
Buildings	<u>\$294,000.00</u>	<u>\$490,000.00</u>	<u>\$980,000.00</u>
Total	\$345,405.00	\$567,108.00	\$1,082,810.00

Kim, as you can see, the most important determinative of value under the Hipes appraisal approach is the remaining useful life of the Buildings. If necessary, I would be pleased to engage engineers or other professionals to determine their remaining useful life. However, it seems obvious to me that you can count on those Buildings, with little expense, to provide you at least ten (10) years of additional service.

Yours very truly,



Addison Wilson III

AW:sel

Cost to rebuild  
Arepatia access to corner - bridge?



KENNETH C DIPPEL  
214.672.2158  
KDIPPEL@COWLESTHOMPSON.COM

October 18, 2002

Mr. Addison Wilson, III  
Attorney at Law  
5500 Preston Road  
Dallas, TX 75205

**RE: .00558 Acre Tract of Land Located at the Southwest Corner  
of the Addison Road and Arapaho Road, Addison, Texas**

Dear Mr. Wilson:

As we discussed over the telephone this morning, the Town of Addison has authorized condemnation of the above-referenced property owned by your client 15211 Addison Road Joint Venture. A copy of the condemnation resolution, which was approved on October 8, 2002, is enclosed. The Town's final offer for the purchase of the property is \$229,931.00. If your client wishes to accept this offer, please advise by October 31, 2002. If we do not hear from you by October 31, 2002, we will proceed to file an action in condemnation.

Very truly yours,

Kenneth C. Dippel  
City Attorney for Town of Addison

KCD/yjr  
Enclosure

cc: Mr. Ron Whitehead, City Manager  
Mr. Mike Murphy, Director of Public Works  
Mr. Steve Chutchian, Assistant City Engine

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

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

January 6, 2003

Mr. Sadrudin Kassam, Manager  
Mayflower Hotels, LLC  
1213 Cottonwood Valley Drive  
Irving, TX 75038

RE: Parcel 7, Addison Road Extension Project  
15200 Addison Road

Dear Mr. Kassam:

Ken Dippel with this office serves as City Attorney for the Town of Addison. The Town is in the process of extending Addison Road and is currently in the right-of-way acquisition phase of the project. In connection with this project, the Town has determined the need to acquire a portion of the tract of land that is currently occupied by the Mainstay Suites, located at 15200 Addison Road. This land acquisition is necessary for the purpose of obtaining public right-of-way for the Addison Road project along with related municipal uses including public parks and open spaces. We have obtained information from our title company confirming that the current owner of the property is Bidjaan Boutique Hotels, Ltd., and that Mayflower Hotels, LLC is the general partner of Bidjaan.

I am enclosing field notes and a survey depiction showing the area the Town wishes to purchase. The firm of Hipes & Associates appraised the area in March of last year. The enclosed summary sheet shows that the fair market value of the area is \$8,475.00. Thus, the Town is willing to purchase the property for \$8,475.00.

Please advise by January 20, 2003 as to whether Bidjaan is willing to sell the property to the Town. If so, we also note that there is a lien on the property resulting from a default judgment awarded to R.D.L. Supply Company. We will need a partial release from RDL to clear title to the area prior to closing the transaction.

I look forward to hearing from you regarding this matter. Should you have any questions, please feel free to contact me.

Sincerely,

Angela K. Washington

AKW/yjr

Enclosures



January 6, 2003  
Page 2

c(w/Enclosures): Mr. Mike Murphy, Director of Public Works  
Mr. Steve Chutchian, Assistant City Engineer  
Mr. Kenneth C. Dippel, City Attorney

**SUMMARY OF SALIENT FACTS**

**A Parkway Easement Acquisition at 15200 Addison Road  
Rail Hotels Corp. - Owner  
Addison, Texas**

Date of the Appraisal: March 14, 2002

Value Estimated: Market Value - Just Compensation

Property Rights Appraised: Fee Simple & Easement

Property Appraised: A ±1.5812 Acre tract improved with a 3 story hotel facility, located at 15200 Addison Rd., Addison, Texas.

Property Zoned: C; Commercial

Highest & Best Use:  
"As vacant": To be developed in conformity with adjacent land uses as demand warrants.  
"As improved": To be maintained as a hotel facility.

**Estimates of Fee Simple Value:**

Whole Property

Land Value (Sales Comparison):	\$ 757,647
Cost Approach:	\$ n/a
Income Approach:	\$3,902,182
Sales Comparison Approach:	\$3,917,000
<b>Whole Property:</b>	<b>\$3,900,000</b>

Part Taken:

Parkway easement	\$ 8,475
------------------	----------

<u>Remainder Before the Take:</u>	\$3,891,525
-----------------------------------	-------------

<u>Remainder After the Take:</u>	\$3,900,000
----------------------------------	-------------

**Final Value Estimate: JUST COMPENSATION \$ 8,475**



**TOWN OF ADDISON, TEXAS**  
**FIELD NOTE DESCRIPTION**  
**FOR**  
**RAIL HOTELS CORPORATION**  
**(PARKWAY EASEMENT)**

BEING a tract out of a 1.5812 acre tract of land located in the G. W. Fisher Survey, Abstract No. 482, in the Quorum Centre Addition, an addition to the Town of Addison, Texas, conveyed to Rail Hotels Corporation by a deed now of record in Volume 99024, Page 01020 of the Deed Records of Dallas County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point in south line of said 1.5812 acre tract and in the north line of a 1.3774 acre tract of land conveyed to Outback Steakhouse of Florida, Inc. by a deed now of record in Volume 93046, Page 1218 of the Deed Records of Dallas County, Texas and said point being S 89°43'00" E, 20.00 feet from an found "X" in concrete and being the northwest corner of the said Outback Steakhouse tract and the southeast corner of the said Rail Hotels tract;

THENCE, N 89°43'00" W, along the north property line of the said Outback Steakhouse tract (1.3774 acre tract) and the south property line of the said Rail Hotels tract (1.5812 acre tract ), a distance of 8.00 feet to a point for a corner, said point being in the east line of tract of land 12 feet in width dedicated to the Town of Addison for Addison Road and in the west property line of the said Rail Hotels tract (1.5812 acre tract );

THENCE, N00°20'03" E, along the east line of the said Town of Addison right-of-way dedication and the west line of the said Rail Hotels tract (1.5812 acre tract), a distance of 192.62 feet to a point for a corner, said point being in the north line of the said Rail Hotels tract (1.5812 acre tract ) and the south line of a tract of land conveyed to Quorum Centre Limited Partnership as recorded in Volume 92038, Page 247 of the Deed Records of Dallas County, Texas, said point also being S 53°27'16" E, a distance of 88.93 feet to a "X" found marking the west right-of-way line of Addison Road and the southeast corner of a tract of land conveyed as Tract II to Oasis Car Wash, Inc. as recorded in Volume 97234, Page 6241 of the Deed Records of Dallas County, Texas;

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

THENCE, S 00°20'03" W, being at all times parallel and at a perpendicular distance of 8 feet to the west property line of the said Rail Hotel tract and the east line of the said Town of Addison right-of-way dedication, a distance of 192.62 feet to the Point of Beginning, and containing 1,540.96 square feet (0.035 acres) of land.



*Ross L. Jacobs*  
 JAN. 29, 2002

1/23/02 CRB SCALE: 1"=50 H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT5E-A.DWG

SCALE: 1"=50'

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT II

ADDISON ROAD

60'± R.O.W.

1/2" IRF

"X" IN CONC.

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06241  
TRACT I

"X" IN CONC.

1/2" IRF

180°03'58"

S 57°21'16" E - 88.93'  
(REFERENCE BEARING)

S 89°43'00" E - 20.00'  
(REFERENCE BEARING)

12' DEDICATED TO TOWN OF ADDISON

N 89°43'00" W  
8.00'

N 00°20'03" E - 192.62'

S 89°43'00" E  
8.00'

S 00°20'03" W - 192.62'

POINT OF BEGINNING

PROPOSED PARKWAY ESM'T.

1,540.96 SQ. FT.  
0.035 ACRES

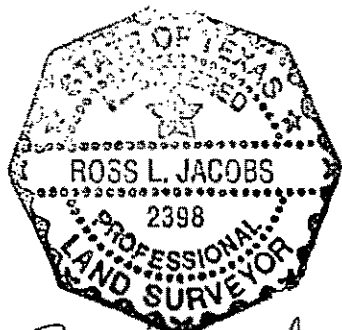
SNADON\BRANSCOME  
JOINT VENTURE NO.1  
VOL. 84067, PG. 5718

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

QUORUM CENTRE LIMITED  
PARTNERSHIP  
VOL. 92038 PG. 0247

RAIL HOTELS CORPORATION  
VOL. 99024, PG. 01020

25' INGRESS & EGRESS EASEMENT  
ADDISON NORTHWEST, LTD.  
VOL. 89010, PG. 4479  
EXHIBIT C



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

*Ross L. Jacobs*  
JAN. 29, 2002  
5/8" I.R.F.

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS, & CONWAY CONSULTING ENGINEERS	JAN., 2002 PLAT 5E-A



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

January 6, 2003

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

**RE: Parcel 7, (Main Stay Suites), Addison Road Extension Project**

Dear Steve:

Enclosed is a letter that I received last Thursday from Janine Barber with Republic Title verifying that the above-referenced property was foreclosed upon and subsequently resold. As stated in the letter, the foreclosure cleared up several of the items on the original title commitment; however, as you will note from Janine's subsequent letter (also enclosed), which I received today, RDL Supply Company has a lien on the entire property.

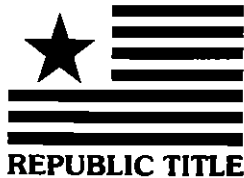
The new owner of the property is Bidjaan Boutique Hotels, Ltd. The mailing address for the owner is 1213 Cottonwood Valley Drive, Irving, Texas 75038. Bidjaan Boutique's general partner is Mayflower Hotels, LLC. Sadrudin Kassam is the manager of Mayflower Hotels. Per your instructions today, I will proceed to contact the new owner. As we discussed, if they are willing to sell, perhaps they can obtain a partial release from RDL.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

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



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

December 30, 2002

Ms. Angela Washington  
Cowles & Thompson  
901 Main Street, Ste. 4000  
Dallas, TX 75201

Republic Title - GF# 02R05324/SJ6  
Rail Hotel Corporation Site for Town of Addison

Dear Angela:

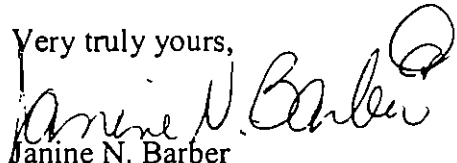
Enclosed, please find our revised commitment for Title Insurance reflecting the foreclosure and subsequent resale of the Rail Hotel Site in Addison.

Please note that several of the items on Schedule C have been cleared up by the foreclosure but we still have a couple on there that we are working to clear. One is a Lis Pendens filed by one of the subcontractors to foreclose the Mechanic's Lien. We are having the suit pulled at Dallas County to determine the current status of this lawsuit.


Further, we are leaving two Mechanic's Liens on Schedule C as they affect removables only. We note that it appears that the title to the current owner was insured by a title company (there are notations on the top of the documents that were recorded indicating the title company to the recording). We are trying to determine who issued the policy to that owner, and see they insured against these liens. If they did, we can probably get an indemnity from them to allow us to insure without taking subject to either of the Mechanic's Liens or the Les Pendens.

As soon as I have more information, I will forward to you.

Very truly yours,

  
Janine N. Barber  
Senior Vice President

**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



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

January 3, 2003

Via Fax: 214.672.2020

Angela Washington  
 Cowles & Thompson  
 901 Main Street, Ste. 4000  
 Dallas, TX 75201

RE: 02R05324/SJ6  
 Rail Hotel Corp to Town of Addison

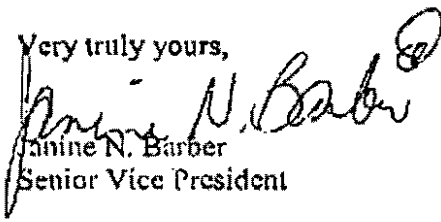
Dear Angela:

We have researched the lawsuit filed by RDL Supply Company on the Rail Hotel Corporation site prior to the foreclosure and have discovered that the supplier has a default judgment and a lien against the entire property, including the property to be taken for the right-of-way. I have talked with our General Counsel, Mr. Peter Graf, and he has reviewed all of the documentation and has advised that we are not willing to insure against the claims of RDL Supply because of their default judgment. He advises that the only way to be perfectly safe on this transaction is to have Town of Addison either obtain a Partial Release from RDL Supply or condemn the property.


I know that this is not the answer you wanted, but unfortunately the Default Judgment is very clear that they have a lien on the entire property, not just the improvements they put in. Further, Peter advises that there is a case law out there that advises that the lien is on the entire property and that the removables are not sufficient to satisfy the judgment that they can foreclose the property as well. He is not comfortable that the construction lender's foreclosure cut off this interest.

Should you have any questions or comments, please do not hesitate to call me or ask for Peter Graf whose direct line is 214.855.8836

Very truly yours,

  
 Janine N. Barber  
 Senior Vice President

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

JAMES F. DUFFY

**TRANSMITTAL**

3887 RIDGELAKE CT.  
ADDISON, TX 75001

PHONE: 972.241.2816  
FAX: 972.406.1146  
EMAIL: JFDGROUP@FLASH.NET

<b>To:</b>	CRAIG GAUSSIRAN STEVE CHUTCHIAN	<b>FROM:</b>	JIM DUFFY
	CARMEN MORAN SLADE STRICKLAND		
<b>PROJECT:</b>	AAED	<b>DATE:</b>	12/31/02

FYI     REQUESTED     REVIEW / COMMENT     FOR APPROVAL     OTHER

**COMMENTS:**

1 EA BULLETIN #1, DATED 12/30/02

DRAWINGS REVISED BY BULLETIN #1—C 1-1, C2-2, C2-4, C3-2, C4-1, C4-2, C4-3, C5-1, C5-2,  
C5-3, C5-4, C5-5, C5-6, C8-5, C8-9, L1-1, L1-2, L2-1

5 EA. DRAWING SETS TO ABSTRACT, 1 EA. SET TO ALL OTHER RECIPIENTS.

CRAIG: WE WILL BE RECEIVING ELECTRICAL MODIFICATIONS RELATED TO THE PAVING CHANGE  
IN THE BOWL AREA. ALL THE ENGINEERS ARE ON VACATION SO THEY CAN'T START ON IT UNTIL  
NEXT WEEK.

DOCUMENT 00951

BULLETIN NO. 1

DATE: December 30, 2002

TO: ABSTRACT CONSTRUCTION  
11157 Ables Lane  
Dallas, Texas 75229  
Tel.: 469-385-9700  
Fax: 469-385-9753

Att: Craig Gaussiran, Project Manager

FROM: SASAKI ASSOCIATES, INC.  
64 Pleasant Street  
Watertown, Massachusetts 02172

PROJECT: ADDISON ARTS & EVENTS DISTRICT  
Addison, Texas

This Bulletin consists of three (3) pages plus attached revised drawings.

**Description:** This Bulletin includes the following:

1. Replace most ground-mounted yard hydrants with post-mounted fixtures in adjusted locations.
2. Remove, salvage and reuse existing fire hydrant at Addison Road/Clara Street intersection.
3. Eliminate proposed fire hydrant at corner of Quorum Drive and Festival Way.
4. Add exposed aggregate paved area adjacent to walk at The Bowl.
5. Eliminate portion of Lady Bank's Rose planting along fence at Festival Way.
6. Revise limit of work at Pavilion to exclude paving within Pavilion courtyard space.

**SPECIFICATIONS**

**DIVISION 2 – SITE CONSTRUCTION**

**Section 02510 – Water System**

1. Page 02510-8, Paragraph 2.13, change "GROUND HYDRANT" to "YARD HYDRANT".
2. Page 02510-8, Subparagraph 2.13.A., change "Ground hydrant" to "Yard Hydrant Type B"
3. Page 02510-8, Paragraph 2.13, add the following subparagraph:

"B. Yard Hydrant Type A shall be Freeze Flow Sanitary Yard Hydrant with screw handle and two foot bury depth, manufactured by Hoepfner Products, Gilroy, CA 95020.

**Section 02750 – Portland Cement Concrete Pavement**

1. Page 02750-5, Paragraph 2.02, delete subparagraph B.

**Section 02752 – Exposed Aggregate Concrete Pavement**

1. Page 02752-4, Paragraph 2.02, delete subparagraph B.
2. Page 02752-5, Paragraph 2.05 C., change "Catens" to "Cactus". Subparagraph 2.05 C. 1., add "AB" after "Sienna".

**DRAWINGS****CIVIL****Drawing C1-1 – Site Preparation/Demolition/Erosion Control Plan**

1. Add note to remove, salvage and reuse existing fire hydrant at Addison Road and Clara Street, and abandon connection to water main in Addison Road.

**Drawing C2-2 – Materials Plan**

1. Add exposed aggregate paving at The Bowl.
2. Revise Limit of Work at Pavilion building.

**Drawing C2-4 – Layout Plan**

1. Add exposed aggregate paving at The Bowl.
2. Revise Limit of Work at Pavilion building.

**Drawing C3-2 – Grading & Drainage Plan**

1. Add exposed aggregate paving at The Bowl.
2. Revise Limit of Work at Pavilion building.

**Drawing C4-1 – Utilities Plan**

1. Revise Legend to indicate Yard Hydrant Types A & B, add detail reference.
2. Revise Yard Hydrant locations along southerly edge of Festival Way, north side of fence along Festival Way, and at Pergola and change all to Type A fixtures.

**Drawing C4-2 – Utilities Plan**

1. Revise Legend to indicate Yard Hydrant Types A & B, add detail reference.
2. Revise Yard Hydrant locations along southerly edge of Festival Way and north side of fence along Festival Way and change all to Type A fixtures.
3. Add exposed aggregate paving at The Bowl.
4. Revise Limit of Work at Pavilion building.
5. Delete proposed fire hydrant at corner of Festival Way and Quorum Drive.

**Drawing C4-3 – Utilities Plan**

1. Revise Legend to indicate Yard Hydrant Types A & B, add detail reference.
2. Revise Yard Hydrant locations along southerly edge of Festival Way and change all to Type A fixtures.

**Drawing C5-1 – Materials Plan Detail**

1. Revise Limit of Work at Pavilion building.

**Drawing C5-2 – Materials Plan Detail**

1. Add exposed aggregate paving at The Bowl.

**Drawing C5-3 – Paving and Layout Plan Detail**

1. Revise Limit of Work at Pavilion building.

**Drawing C5-4 – Paving and Layout Plan Detail**

1. Add exposed aggregate paving at The Bowl.

**Drawing C5-5 – Grading Plan Detail**

1. Revise Limit of Work at Pavilion building.

**Drawing C5-6 – Grading Plan Detail**

1. Add exposed aggregate paving at The Bowl, add spot grades.



Drawing C8-5 – Site Details Water

1. Add Detail 2 for "Yard Hydrant Type A Section".
2. Revise title of Detail 1 to "Yard Hydrant Type B Section".

Drawing C8-9 – Layout Coordinate System Reference Plan

1. Revise coordinates to reflect changes in Yard Hydrant locations.

LANDSCAPE

Drawing L1-1 – Planting Plan

1. Delete some Lady Bank's Roses at fence along Festival Way.

Drawing L1-2 – Planting Plan

1. Delete some Lady Bank's Roses at fence along Festival Way.
2. Add exposed aggregate paving at The Bowl.
3. Revise Limit of Work at Pavilion building.

Drawing L2-1 – Planting Details and Plant List

1. Revise quantity of Lady Bank's Rose in Plant List.

END OF BULLETIN



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

November 15, 2002

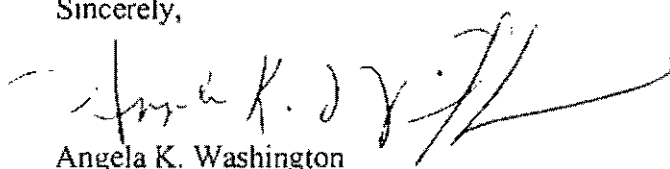
Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**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

**TOWN OF ADDISON, TEXAS**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS DETERMINING THE NECESSITY OF ACQUIRING THE HEREINAFTER DESCRIBED REAL PROPERTY OWNED BY 15211 ADDISON ROAD JOINT VENTURE AND AUTHORIZING ITS CONDEMNATION AND/OR APPROPRIATION FOR PUBLIC USE IN CONNECTION WITH THE REALIGNMENT AND EXTENSION OF ARAPAHO ROAD IN ADDISON, TEXAS.**

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

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

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

"PROPERTY INTERESTS": Fee simple title to the land described in Exhibit "A" attached hereto and incorporated herein. Temporary construction easement in, over and across the land described in Exhibit "B" attached hereto and incorporated herein. Parkway easement in, over, and across the land described in Exhibit "C".

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

"OFFER AMOUNT": Two Hundred Twenty Nine Thousand Nine Hundred Thirty One and No/100 Dollars (\$229,931.00).

"OWNERS": 15211 Addison Road Joint Venture  
Kim B. Forsythe, individually, and as Venture Manager of 15211 Addison Road Joint Venture

"TENANTS/OWNERS": Sambuca Partners Limited Partnership II, LP.  
Joe's Auto Body  
John Green  
David Caranza  
Jerry Ward  
Sheldon Lauritsen  
Debbie Grinsby  
Joe's Muffler  
Larry Friend

"LIENHOLDERS": First United Bank and Trust Company  
Greg Massey, Trustee

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Mayor  
Town of Addison, Texas

ATTEST:

\_\_\_\_\_  
Carmen Moran, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Ken C. Dippel, City Attorney

**WHEREAS**, Midway Centurion, LTD., et al ("Grantor") is the Owner of certain property described in Exhibit A, attached hereto and made a part hereof for all purposes; and

**WHEREAS**, the Town of Addison, Texas ("Grantee") is constructing bridge, utility and drainage improvements through a certain portion of said property, and adjacent to certain other portions of said property; and

**NOW, THEREFORE**, for and in consideration of the sum of ONE HUNDRED SIXTEEN THOUSAND FOUR HUNDRED FORTY SIX DOLLARS AND 00/100 (\$116, 446.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents Grant, Sell and Convey unto Grantee the following:

1. A permanent easement across, over, under and through that real property described in the previous paragraphs of Exhibit A and shown and depicted on Exhibit B, both attached to and incorporated herein for all purposes, including constructing, maintaining, replacing, and repairing a public bridge, street, lighting, drainage, and utilities.

# EVALUATION ASSOCIATES

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

---

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS ARAPAHO ROAD PROJECT

**Property Owner: 15211 Addison Road JV  
Parcel Nos. 2, 2-TE**

**Valuation Conclusion:**

Whole Property	\$705,000
Proposed Acquisition	\$ 69,712
Remainder Before Acquisition	\$635,288
Remainder After Acquisition	\$855,500
Loss in Value of Remainder After	\$ -0-

**Determination of Compensation:**

Permanent Right of Way (Land Only @ \$9.00/SF)	\$ 64,686
Compensation for Improvements within Proposed Acquisition Area	\$ 5,026
Temporary Construction Easement	\$ 39,556
Compensation for Improvements within Proposed TCE	<u>\$ 63,934</u>

**Total Compensation** \$173,202

**Date of Appraisal:** July 21, 2002

**Location:** 15223 Addison Road, Town of Addison, Texas

**Legal Description:** Lot 2, Block 1, Addison Car Care Addition, Town of Addison, Dallas County, Texas

**Land Size:**

Whole Property (per DCAD records)	1.6188 Acres
Right of way Area	0.0476 Acres
Temporary Construction easement	0.5045 Acres
Parkway Easement	0.1170 Acres

**Zoning:** PD (Planned Development District)

**Highest and Best Use:**

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

OWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

October 22, 2002


Ms. Cindy Pervenanze, President  
Oasis Car Wash  
P.O. Box 1187  
Addison, TX 75001

**RE: Parking Easement – 15209 Addison Road**

Dear Cindy:

Enclosed are Exhibits A, B, and D of the Easement Agreement that I forwarded to you yesterday. Exhibit C is a description of the entire property. I am awaiting the deed which I have asked the title company to locate to obtain this description. I will forward a copy to you upon receipt. If you have any questions, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr  
Enclosures

c: Mr. Mike Murphy, Director of Public Works  
Mr. Steve Chutchian, Assistant City Engineer  
Mr. Kenneth C. Dippel, City Attorney



EXHIBIT A

4/29/02

**TOWN OF ADDISON, TEXAS**  
**FIELD NOTE DESCRIPTION**  
**FOR**  
**DYSON ENTERPRISES, LP**  
**(PARKWAY EASEMENT)**

BEING a tract out of a 1.012 acre tract and out of a 0.304 acre tract of land located in the Edward Cook Survey, Abstract No. 326, and being across Lot 1 of Block 1 in the Addison Car Care Addition, an addition to the Town of Addison, Dallas County, Texas, conveyed to Dyson Enterprises, LP by a deed now of record in Volume 2000034, Page 2494, 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 southeast corner of said 1.012 acre tract and the northeast corner of a 1.295 acre tract of land conveyed to Sambuca Partners Limited Partnership II, L.P., by a deed now of record in Volume 94100, Page 05581, 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 feet to the center line);

THENCE, Due West, along the south line of said 1.012 acre tract, and along the north line of said 1.295 acre tract for a distance of 20.00 feet to a point for corner, said point being Due East, 310.89 feet from a found 5/8 iron rod and being the southwest corner of said a 1.012 acre tract and the northwest corner of said 1.295 acre tract;

THENCE, N 00° 13'00" E and passing the north line of said 1.012 acre tract and the south line of said 0.304 acre tract for a distance of 174.98 feet to a point for a corner in the north line of said 0.304 acre tract and in the south line of a tract of land conveyed to 15211 Addison Road Joint Venture by a deed now of record in Volume 96156, Page 4963 of the Deed Records of Dallas County, Texas;

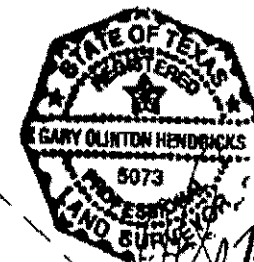
THENCE, Due East, along the north line of said 0.304 acre tract and along the south line of said 15211 Addison Road Joint Venture tract, a distance of 20.00 feet to a point for corner, said point being where an 'X' found in concrete and being in said west right-of-way line of Addison Road;

THENCE, S 00° 13'00" W along the east line of said 0.304 acre tract and along the west right-of-way line of said Addison Road, a distance of 54.98 feet to a found 1/2 iron rod, said iron rod being the southeast corner of said 0.304 acre tract and the northeast corner of said 1.012 acre tract and continuing S 00°13'00" W for a Total distance of 174.98 feet to the Point of Beginning and containing 3,499.51 square feet (0.080 acres) of land.



EXHIBIT B

SCALE: 1"=60'



*4/30/02*

50' ST. LOUIS & SOUTHWESTERN R.R.

ADDISON  
LOT 1, BLOCK 1

EDWARD COOK SURVEY  
ABST. NO. 326  
DYSON ENTERPRISES, LP  
VOL. 2000034, PG. 2494  
BLOCK 1, LOT 1

CAR  
8711

CARE  
PG. 0286

ADDITION

15211' ADDISON ROAD JOINT VENTURE  
VOL. 96156, PG. 4963  
BLOCK 1, LOT 2

METRO BRICK  
COMPANY, INC.  
VOL. 96180, PG. 02908  
BLOCK 1, LOT 3  
3' STREET ESMT.

SAMBUCA PARTNERS LIMITED  
PARTNERSHIP II, L.P.  
VOL. 94100, PG. 5581

EAST - 310.89'  
(REFERENCE BEARING)

PROPOSED 20'  
PARKWAY EASEMENT

15' STREET &  
DRAINAGE ESMT.

WEST  
20.00'

N 00°13'00" E

174.98'

EAST  
20.00'

S 00°13'00" W

174.98'

1/2" IRF

8" IN  
CONC.

POINT OF  
BEGINNING

1/2" IRF

3499.51 SQ. FT.  
0.080 ACRES

ADDISON ROAD

5/8" IRF

ARAPAHO  
ROAD

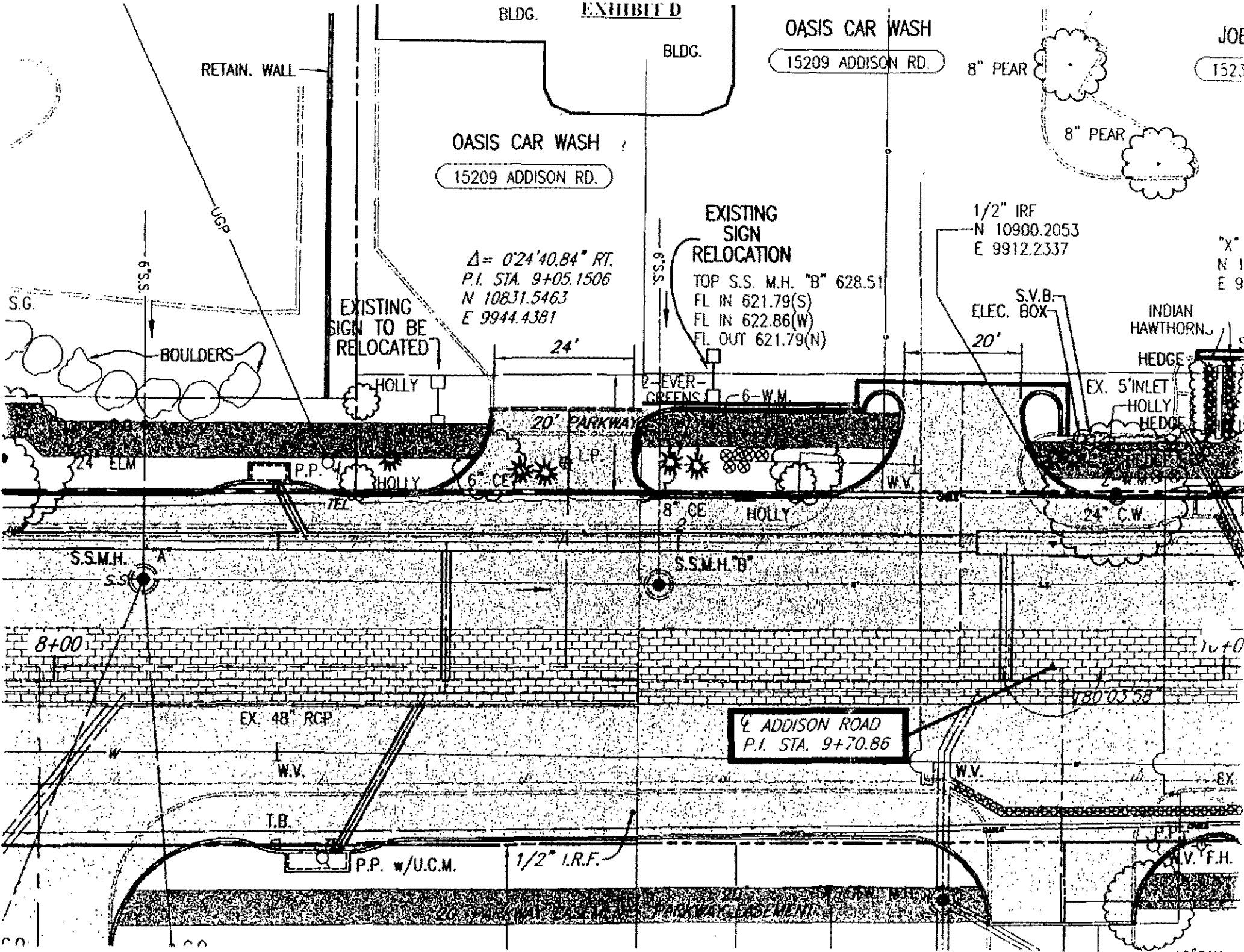
TOWN OF ADDISON, TEXAS

ADDISON ROAD  
BELT LINE RD. TO KELLER SPRINGS RD.  
PARKWAY EASEMENT

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

APR., 2002  
PLAT 5W

14/29/02 RJL  
SCALE: 1"=60'



COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

October 21, 2002

Ms. Cindy Pervenanze, President  
Oasis Car Wash  
P.O. Box 1187  
Addison, TX 75001

**RE: Parking Easement – 15209 Addison Road**

Dear Cindy:

Enclosed for your review and comment is a draft agreement setting forth the terms of the sale for the above-referenced property. Once you have had an opportunity to review the language, please give me a call. I am awaiting exhibits from the Town. I will forward them upon receipt.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c: Mr. Mike Murphy, Director of Public Works  
Mr. Steve Chutchian, Assistant City Engineer  
Mr. Kenneth C. Dippel, City Attorney

## EASEMENT AGREEMENT

This Agreement is made and entered into by and between Dyson Enterprises, L.P. ("Grantor"), and the Town of Addison, Texas (the "Town").

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

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

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

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

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Dyson Enterprises, L.P., 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 Three Thousand Seven Hundred Seventy and No/100 dollars (\$33,770.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

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

A. The Easement, together with all of its rights and privileges, may be used by the Town, its employees, contractors, agents, successors, and assigns in connection with activities relating to the construction, placement, installation, reconstruction, relocation, alteration,

operation, use, inspection, maintenance, improvement, and modification of landscaping, irrigation, lighting, utility, sidewalk, or other parkway improvements, or for such other public purposes as the Town from time to time deems necessary, appropriate, or desirable in the Town's sole discretion, with respect to the Project. The Town may perform all excavation, boring, backfilling, embedding, drilling, grading, and other construction activities as the Town from time to time deems necessary, appropriate, or desirable in the Town's sole discretion, with respect to the Project and the improvements within the Easement. The Town shall, at all times, have the right of ingress and egress to and from the Easement and the Easement Property as the Town may deem necessary, appropriate, or desirable.

B. Grantor acknowledges and agrees as follows:

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

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

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

4. **Existing Drive Approach.** The existing drive approach located on the northern side of the Easement Property fronting Addison Road shall be reconstructed by the Town in its original location.

5. **Additional Drive Approach.** An additional drive approach shall be constructed by the Town on the southern side of the Easement Property and shall be located as shown on Exhibit D.

6. **Signs.** The Town may remove any existing signs on the Easement Property, but shall install one new sign on or adjacent to the Easement Property between the two drives, as shown on Exhibit D. Such sign, which shall be provided and paid for by Grantor, must comply with all applicable ordinances and regulations of the Town and of state and federal law.

7. **Construction Schedule.** Prior to commencement of construction, the Town shall provide a construction schedule to Grantor. The Town shall not be bound by the schedule, but shall inform Grantor of schedule changes when reasonably feasible.

8. **Access.** Construction shall be conducted so as not to deny all access to Addison Road from the Remainder.

9. **Directional Signs.** The Town shall provide directional signs to assist customers in locating the entrance to the business located on the Remainder during any time that the Town determines that initial construction of the Project is blocking the view of such entrance from Addison Road.

10. **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 Grantor does hereby bind itself, its representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Easement and rights conveyed in this instrument unto the Town of Addison, Texas, its representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim all or any part of the interest in the Property.

11. **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.

12. **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.

13. **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.

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

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

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

**GRANTOR:**

**Dyson Enterprises, L.P.**

By: Dyson Enterprises General Partner, Inc., its General Partner

By: \_\_\_\_\_  
Richard W. Weyand, President

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

**TOWN OF ADDISON**

By: \_\_\_\_\_  
Ron Whitehead, City Manager



# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

October 16, 2002

Mr. Sultan Chanaa  
c/o Mr. Adam Chanaa  
19009 Preston Road, Suite 209  
Dallas, TX 75252

RE: 0.6919 Acre Tract located at 15201 Addison Road

Dear Mr. Chanaa:

Ken Dippel with this office serves as City Attorney for the Town of Addison. As we discussed over the telephone on Tuesday, October 15, 2002, the Town of Addison is in the process of extending Addison Road. The Town is currently in the right-of-way acquisition phase of the project. In connection with this project, the Town has determined the need to acquire a portion of the tract of land that is currently occupied by the vacant restaurant that used to be The Filling Station. This land acquisition is necessary for the purpose of obtaining public right-of-way for the Addison Road project along with related municipal uses including public parks and open spaces. The firm of Hipes & Associates appraised the property in March of this year. The enclosed summary sheet shows that the fair market value of the area to be acquired is \$23,460.00. Thus, the Town is willing to purchase the property for \$23,460.00.

The Town of Addison requests that you respond to this offer of purchase no later than October 31, 2002. If we do not hear from you by October 31, 2002, the Town will consider its offer rejected and we will initiate eminent domain proceedings to acquire the property.

Should you have any questions, please feel free to contact me.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c: Mr. Ron Whitehead, City Manager  
Mr. Mike Murphy, Director of Public Works  
Mr. Steve Chutchian, Assistant City Engineer  
Mr. Kenneth C. Dippel, City Attorney

SEE  
PLEASE FILE  
Mike

SUMMARY OF SALIENT FACTS

**A Parkway Easement Acquisition at 15201 Addison Road  
Sultan K. Chanaa - Owner  
Addison, Texas**

Date of the Appraisal: March 20, 2002

Value Estimated: Market Value - Just Compensation

Property Rights Appraised: Fee Simple & Easement

Property Appraised: A ±0.6916 Acre tract improved with a restaurant facility, located at 15201 Addison Rd., Addison, Texas.

Property Zoned: LR, local retail

Highest & Best Use:  
"As vacant": To be developed in conformity with adjacent land uses as demand warrants.  
"As improved": To be maintained as a restaurant facility.

**Estimates of Fee Simple Value:**

Whole Property

Land Value (Sales Comparison):	\$346,449
Cost Approach:	\$635,000
Income Approach:	\$623,257 (generic est.)
Sales Comparison Approach:	\$653,200
<b>Whole Property:</b>	<b>\$653,200</b>

Part Taken:

Parkway easement	\$ 23,460
------------------	-----------

<u>Remainder Before the Take:</u>	\$629,740
-----------------------------------	-----------

<u>Remainder After the Take:</u>	\$653,200
----------------------------------	-----------

<b>Final Value Estimate: JUST COMPENSATION</b>	<b>\$ 23,460</b>
--	------------------