

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

September 24, 2004

**VIA FACSIMILE (972) 450-7065
AND REGULAR U.S. MAIL**

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

RE: Transaction Involving Parcel 4 (Dyson Enterprises, L.P.), Addison Road Project

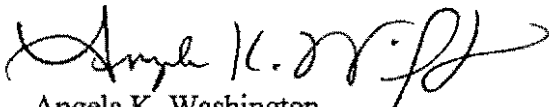
Dear Carolyn:

In connection with the above-referenced transaction, enclosed are copies of the following documents:

- (1) Executed Purchaser's Statement; and
- (2) Executed Easement Agreement.

Closing on the transaction has been scheduled for Tuesday, September 28, 2004. Please forward the funds to Republic Title by that date. The wiring instructions are enclosed. As you may recall, this is the parcel for which the City inadvertently filed the executed easement agreement without closing on the transaction. The Title Company has obtained a Ratification from the owner to correct the matter. If you have any questions or concerns, or if you need anything further, please give me a call. Thanks for your assistance.

Sincerely,


Angela K. Washington

AKW/yjr
Enclosures

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

Steve Chutchian

From: Washington, Angela [awashington@cowlesthompson.com]
Sent: Thursday, June 03, 2004 3:23 PM
To: 'Patricia Sherman Bruce'
Cc: Steve Chutchian; DIPPEL, KEN
Subject: Oasis Car Wash

Patricia -

I received the closing binders for the Outback Steakhouse transaction (Parcel 8, Addison Road Project). Thank you for your assistance in getting this matter closed. Please give me a status on the following transactions:

(1) GF # 02R05317 - Oasis Car Wash

I believe that you needed documents from the seller and that you were preparing a ratification for the seller's signature (as you may recall, this is the transaction where the Town inadvertently recorded the document prior to closing). As I have already communicated to you, I have informed Oasis and they are willing to execute the ratification.

(2) GF # 02R05325 - Minol

I believe that you needed an affidavit from the seller. I have spoken to Mike Quigley. They are cooperative and willing to do what we need. If you have determined or expect complications, please let me know at your earliest convenience, as the owners are in Germany and it takes a while to get approvals and documents.

(3) GF # 02R05319 - Sultan Chanaa

I received my copy of your correspondence to Leon Scroggins wherein you enclosed a document that you need executed. Please let me know if you have received the executed document or any communication from Mr. Scroggins. This one is time sensitive in that if we do not close the transaction soon, we will need to file a condemnation action fairly quickly to avoid any delay of the project.

(4) GF # 02R14035 - Motel 6

I am still awaiting the updated title commitment for this one.

Thank you for your assistance.

Angela

6/3/2004

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

December 10, 2003

Ms. Gayle Walton
Department Secretary
City Manager's Office
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Parcel 1 (Siavosh Jahani), Addison Widening of Road Project

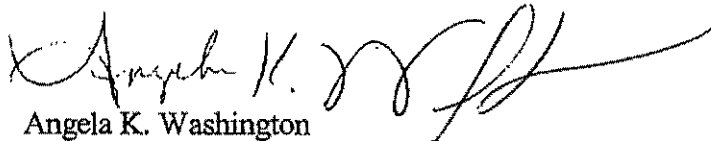
Dear Gayle:

Enclosed in connection with the above property, please find the following documents:

1. Copy of Quit Claim Deed recorded in Volume 2003140, Page 3473, Dallas County, Texas;
2. Original Easement Agreement recorded in Volume 2004194, Page 3474, Dallas County, Texas; and
3. Owner Policy No. 0702580.

By copy of this letter, I am forwarding a copy of these documents to Steve Chutchian for his closing binder. If you have any questions, please give me a call.

Sincerely,


Angela K. Washington

AKW/yjr
Enclosures

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

19

2438161

4026693
07/21/03

\$19.00 Deed

AFTER RECORDING MAIL TO:
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, Texas 75204-4064

02R05320 / ~~336~~ SJ7

Patricia

QUIT CLAIM DEED

STATE OF TEXAS)
)
COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

EXECUTED this 30th day of June, 2003.

ESTATE OF JAMES E. SAULS, DECEASED

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

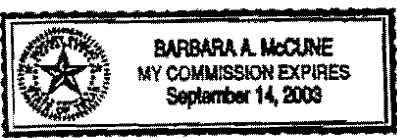
By: _____
Cliff Rich
Independent Co-Executor

By: _____
Siavosh Jahani
Independent Co-Executor

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF)

This instrument was acknowledged before me this 30th day of June, 2003, by Karen A. Fleitman, Independent Co-Executor of the Estate of James E. Sauls, Deceased, on behalf of said Estate.



Barbara A. McCune
Notary Public, State of Texas
Print Name: Barbara A. McCune
Commission Expires: 9-14-03

EXECUTED this 9th day of July, 2003.

ESTATE OF JAMES E. SAULS, DECEASED

By: _____
Karen A. Fleitman
Independent Co-Executor

By: Cliff Rich
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: _____

EXECUTED this 27th day of June, 2003.

ESTATE OF JAMES E. SAULS, DECEASED

By: _____
Karen A. Fleitman
Independent Co-Executor

By: _____
Cliff Rich
Independent Co-Executor

By: Siavosh Jahani
Siavosh Jahani
Independent Co-Executor

NOTARY ACKNOWLEDGMENT

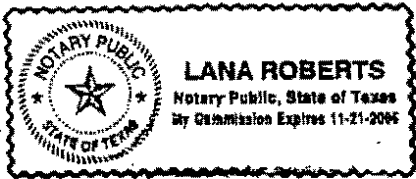
STATE OF TEXAS)
COUNTY OF).

This instrument was acknowledged before me this 27 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 9th day of July, 2003, by Cliff Rich, Independent Co-Executor of the Estate of James E. Sauls, Deceased, on behalf of said Estate.



Lana Roberts
Notary Public, State of Texas
Print Name: Lana Roberts
Commission Expires: 11-21-2006

~~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.

[Signature]
Notary Public, State of Texas
Print Name: _____
Commission Expires: _____

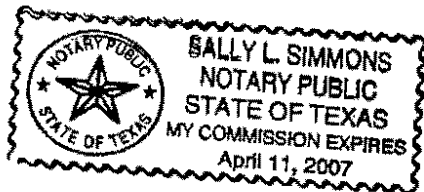
STATE OF TEXAS)
COUNTY OF)

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 27th day of June, 2003, by Siavosh Jahani, Independent Co-Executor of the Estate of James E. Sauls, Deceased, on behalf of said Estate.



Sally L. Simmons
Notary Public, State of Texas
Print Name: Sally L. Simmons
Commission Expires: 4-11-07



EASEMENT AGREEMENT

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

2572043

WITNESSETH:

4193094
10/01/03

\$26.00 Deed

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

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

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Siavish Jahani and the Town of Addison agree as follows:

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

2. **Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Thirty Four Thousand Three Hundred Thirty-Eight and 13/100 dollars (\$34,338.13), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

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

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

to time deems necessary, appropriate, or desirable in the Town's sole discretion, with respect to the Project and the improvements within the Easement. The Town shall, at all times, have the right of ingress and egress to and from the Easement and the Easement Property as the Town may deem necessary, appropriate, or desirable.

B. Grantor acknowledges and agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

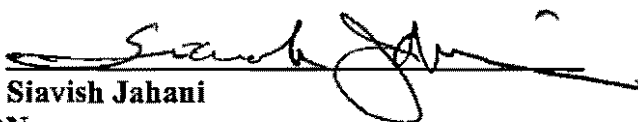
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by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

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

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

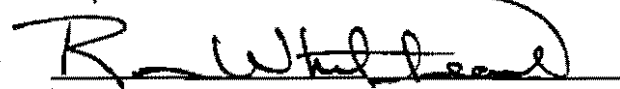
GRANTOR:

Executed this 15th day of May, 2003


Siavish Jahani

TOWN OF ADDISON

Executed this 24th day of September, 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 15th day of May, 2003, personally appeared Siavish Jahani and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

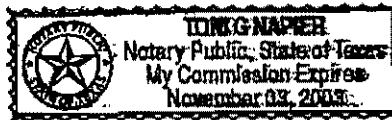
GIVEN UNDER my hand and seal of office the day and year last above written.

Joni D. Napier
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

11-3-03

[SEAL]



STATE OF TEXAS §
COUNTY OF DALLAS §

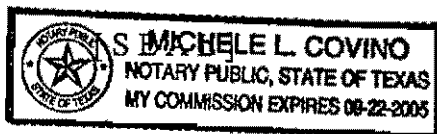
BEFORE ME, the undersigned notary public in and for said county and state, on this 24th day of September, 2003, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, 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.

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

MY COMMISSION EXPIRES:

09-22-05



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.

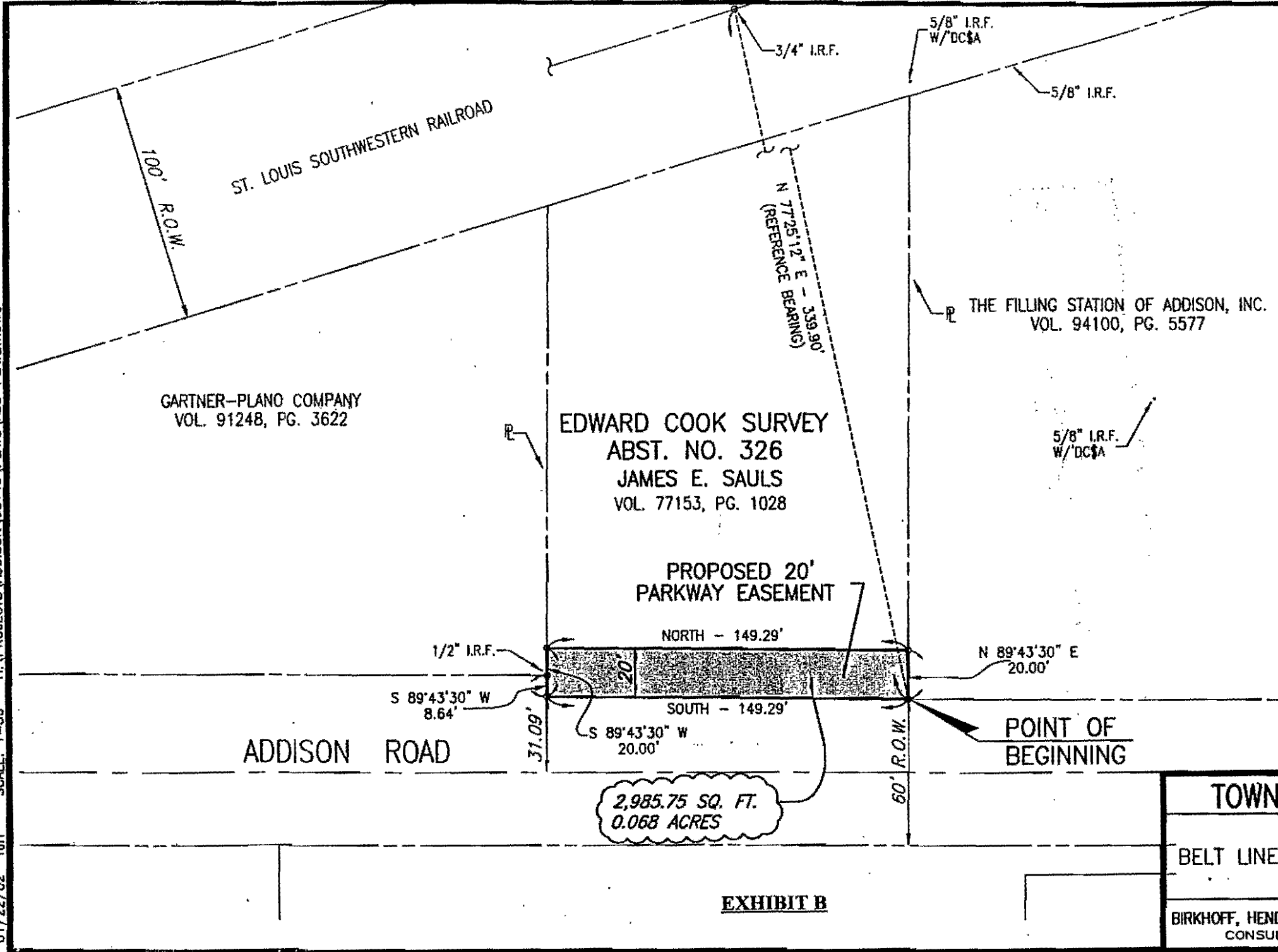


Ross L Jacobs

JAN. 25, 2002

003 94 03478

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



SCALE: 1"=50'



Ross L. Jacobs
JAN. 25, 2002

EXHIBIT B

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

First American Title Insurance Company

№ 070258 O

OWNER POLICY OF TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

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

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

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

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



ATTEST

Mark R. Arnesen
Secretary.

First American Title Insurance Company

BY *Gary L. Kerwood* PRESIDENT

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking that has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy;

(e) resulting in loss or damage that would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of unmarketability of the title.

5. Any claim, which arises out of the transaction vesting in the person named in paragraph 3 of Schedule A the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or other state or federal creditors' rights laws that is based on either (i) the transaction creating the estate or interest insured by this Policy being deemed a fraudulent conveyance or fraudulent transfer or a voidable distribution or voidable dividend or (ii) the subordination or recharacterization of the estate or interest insured by this Policy as a result of the application of the doctrine of equitable subordination or (iii) the transaction creating the estate or interest insured by this Policy being deemed a preferential transfer except where the preferential transfer results from the failure of the Company or its issuing agent to timely file for record the instrument of transfer to the insured after delivery or the failure of such recordation to impart notice to a purchaser for value or a judgment lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate, partnership or fiduciary successors, and specifically, without limitation, the following:

(i) the successors in interest to a corporation, limited liability company or limited liability partnership resulting from merger or consolidation or conversion or the distribution of the assets of the corporation or limited liability company or limited liability partnership upon partial or complete liquidation;

(ii) the successors in interest to a general or limited partnership or limited liability company or limited liability partnership which dissolves but does not terminate;

(iii) the successors in interest to a general or limited partnership resulting from the distribution of the assets of the general or limited partnership upon partial or complete liquidation;

(iv) the successors in interest to a joint venture resulting from the distribution of the assets of the joint venture upon partial or complete liquidation;

(v) the successor or substitute trustee(s) of a trustee named in a written trust instrument; or

(vi) the successors in interest to a trustee or trust resulting from the distribution of all or part of the assets of the trust to the beneficiaries thereof.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice that may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

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

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

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

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

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

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

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

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

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

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

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

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

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

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

5. PROOF OF LOSS OR DAMAGE.

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

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

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

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

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

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

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

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

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

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

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

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

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

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

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

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

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

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

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

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

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

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

8. APPORTIONMENT.

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

9. LIMITATION OF LIABILITY.

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

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

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

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

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

11. LIABILITY NONCUMULATIVE.

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

12. PAYMENT OF LOSS.

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

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

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

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

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

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

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

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

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

14. ARBITRATION.

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

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

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

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

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

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

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

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

16. SEVERABILITY.

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

17. NOTICES, WHERE SENT.

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

COMPLAINT NOTICE.

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

Owner Policy

ISSUED BY:

ISSUING AGENT



REPUBLIC TITLE

REPUBLIC TITLE OF TEXAS, INC.
2626 Howell Street, 10th Floor
Dallas, Texas 75204

FOR INQUIRIES CALL: (214) 855-8888

**First American Title
Insurance Company**

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

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

OWNER POLICY:

1 POLICY NUMBER
2 PROPERTY TYPE
3 COUNTY

4 POLICY AMOUNT
5 PREMIUM
6 RATE CODE

7 EFFECTIVE DATE
8 SURVEY AMENDMENT
9 ADDITIONAL CHAINS

070258 0	CI		34,338.13	439.00	1000	10/01/2003	65.85	00
1	2	3	4	5	6	7	8	9

FIRST AMERICAN TITLE INSURANCE COMPANY

**OWNER POLICY OF
TITLE INSURANCE**

GF NO. OR FILE NO. DATE OF POLICY AMOUNT OF INSURANCE THE POLICY NUMBER SHOWN
ON THIS SCHEDULE MUST
AGREE WITH THE PRE-
PRINTED NUMBER ON THE
COVER SHEET. > POLICY NUMBER

02R05320 SJ7 10/01/2003 at 03:11 PM \$ 34,338.13 070258 0

Schedule A

- Name of Insured:
Town of Addison, Texas
- The estate or interest in the land that is covered by this policy is:
Non-Exclusive Easement
- Title to the estate or interest in the land is insured as vested in:
Town of Addison, Texas
- The land referred to in this policy is described as follows:
Being a non-exclusive easement estate as set forth in Easement Agreement dated May 15, 2003, filed October 1, 2003, recorded in Volume 2003194, Page 3474, Deed Records, Dallas County, Texas, over 0.774 acres, more or less, situated in the Edward Cook Survey, Abstract No. 326, in the Town of Addison, Texas, said land being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes.

REPUBLIC TITLE OF TEXAS, INC.

Countersigned at DALLAS, TEXAS

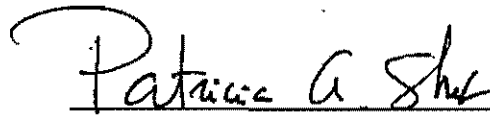

Patricia A. Sherman Bruce, Vice President
Authorized Countersignature

Exhibit A

GF-Number 02R05320

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 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 degrees 25 minutes 12 seconds 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 degrees 43 minutes 30 seconds 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 degrees 43 minutes 30 seconds 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 0.775 acre tract and in the south line of said 1.00 acre tract;

THENCE, N 89 degrees 43 minutes 30 seconds 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.

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

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

October 3, 2003

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

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

Dear Steve:

Enclosed for your files is the Purchaser's Closing Binder for the above-referenced property. Please let me know if you have any questions.

Sincerely,



Angela K. Washington

AKW/yjr
Enclosure

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

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

Seller: Siavosh Jahani

Purchaser: Town of Addison

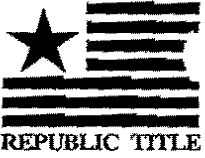
Property: Non-exclusive easement over 0.774 acres, more or less, tract of land situated in the Edward Cook Survey, Abstract No. 326, Town of Addison, Dallas County, Texas

Closing: Tuesday, September 30, 2003

1. File-stamped copy of the Quit Claim Deed, recorded in Volume 2003140, Page 3473, Deed Records Dallas County, Texas
2. Non-Homestead Affidavit
3. **Easement Agreement**
4. Purchaser's Statement
5. Certification of Non-Foreign Status
6. Affidavit as to Debts and Liens and Parties in Possession
7. First American Title Insurance Company Commitment No. 003 with Deletion of Arbitration Provision Request
8. First American Title Insurance Company Owner's Policy No. _____ (*to be forwarded*)

[BOLD] Denotes items being recorded

**Republic Title of Texas, Inc.
Patricia A. Sherman Bruce, Vice President
GF NO. 02R05320/SJ7**



REPUBLIC TITLE

RECORDING INFORMATION REQUIRED RETURN RECORDER'S RECEIPT

RECORDER'S RECEIPT

Dallas County

RECORDING INFORMATION BELOW

Including
Volume & page
OR
County clerk file number
AND
Date and time of filing

Received the following instrument of writing to be filed of record:

Instrument: QUITCLAIM DEED
Date: 7-21-03
From: Fleitman, et al
To: SIAVOSH JAhani

RETURN TO:
REPUBLIC TITLE OF TEXAS, INC.
ATTN: Patricia A. Sherman Bruce, Esq.
2626 Howell Street, 10th Floor
Dallas, Texas 75204
214.855.8888 fax 214.855.8852

File No. 02505320 /SJ7

2003 JUL 21 PM 2:29
DALLAS COUNTY CLERK
DALLAS COUNTY

FILED

37430 041 E002

SEP 8 2003

County Clerk or Deputy

AFTER RECORDING MAIL TO:

Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, Texas 75204-4064

02R05320 / ~~STB~~ SJ7

Patricia

QUIT CLAIM DEED

STATE OF TEXAS)
)
COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

EXECUTED this 30th day of June, 2003.

ESTATE OF JAMES E. SAULS, DECEASED

By: Karen Fleitman
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 30th day of June, 2003, by Karen A. Fleitman, Independent Co-Executor of the Estate of James E. Sauls, Deceased, on behalf of said Estate.



Barbara A. McCune
Notary Public, State of Texas
Print Name: BARBARA A. McCUNE
Commission Expires: 9-14-03

EXECUTED this 9th day of July, 2003.

ESTATE OF JAMES E. SAULS, DECEASED

By: _____
Karen A. Fleitman
Independent Co-Executor

By: Cliff Rich
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: _____

EXECUTED this 27th day of June, 2003.

ESTATE OF JAMES E. SAULS, DECEASED

By: _____
Karen A. Fleitman
Independent Co-Executor

By: _____
Cliff Rich
Independent Co-Executor

By: Siavosh Jahani
Siavosh Jahani
Independent Co-Executor

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF)

This instrument was acknowledged before me this 27 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 9th day of July, 2003, by Cliff Rich, Independent Co-Executor of the Estate of James E. Sauls, Deceased, on behalf of said Estate.



Lana Roberts
Notary Public, State of Texas
Print Name: Lana Roberts
Commission Expires: 11-21-2006

~~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: _____

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.

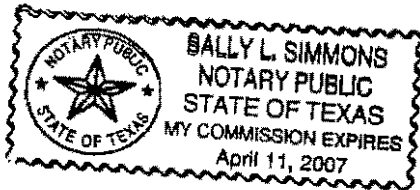
Notary Public, State of Texas

Print Name: _____

Commission Expires: _____

STATE OF TEXAS)
COUNTY OF)

This instrument was acknowledged before me this 27th day of June, 2003, by Siavosh Jahani, Independent Co-Executor of the Estate of James E. Sauls, Deceased, on behalf of said Estate.



Bally L. Simmons
Notary Public, State of Texas
Print Name: Bally L. Simmons
Commission Expires: 4-11-07

NON-HOMESTEAD AFFIDAVIT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Siavosh Jahani, whom, after being by me duly sworn, upon oath deposes and says:

That neither he or his wife now reside upon, use now in any manner, claim as either a business or residence homestead and has no present intention of ever in the future residing upon, using or claiming as either a business or residence homestead, and does hereby renounce and disclaim any homestead right in the property described to wit:

Being a 0.774 acre tract of land, more or less, situated in the Edward Cook Survey, Abstract No. 326, in the Town of Addison, Dallas County, Texas, which is a part of the property being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes.

That they now reside upon the property located at and described to wit:

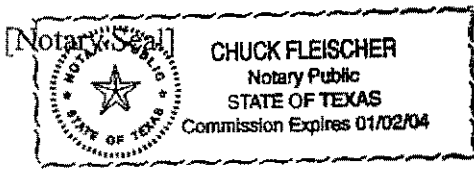
4127 RAINSONG DR.
DALLAS, TX 75287

which property is improved with a dwelling house and is amply sufficient as a residence. This affidavit and designation is made to induce Republic Title of Texas, Inc., through First American Title Insurance Company to issue its owner's policy of title insurance in connection therewith.

Siavosh Jahani
Siavosh Jahani

Subscribed and sworn to before me on this 12 day of Sept, 2003, by Siavosh Jahani.

Chuck Fleischer
Notary Public, State of Texas



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:

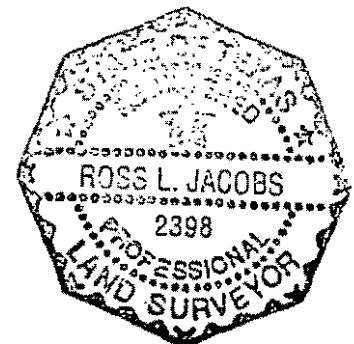
BEGINNING at a point for a corner, said point being the northeast corner of said 0.774 acre tract and the southeast corner of a 1.00 acre tract of land conveyed to The Filling Station of Addison, Inc., by a deed now of record in Volume 94100, Page 05577, of the Deed Records of Dallas County, Texas, and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

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.

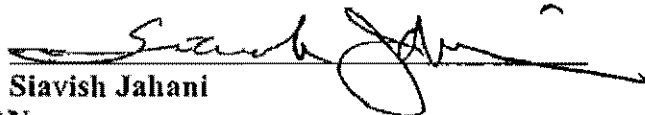
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by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

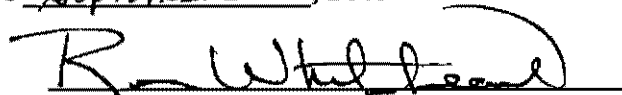
GRANTOR:

Executed this 15th day of May, 2003


Siavish Jahani

TOWN OF ADDISON

Executed this 24th day of September, 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 15th day of May, 2003, personally appeared Siavish Jahani and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

Joni D. Napier

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

11-3-03

[SEAL]



STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 24th day of September, 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.

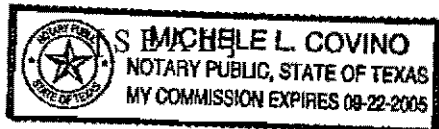
GIVEN UNDER my hand and seal of office the day and year last above written.

Michele L. Covino

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

09-22-05



TOWN OF ADDISON, TEXAS

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

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

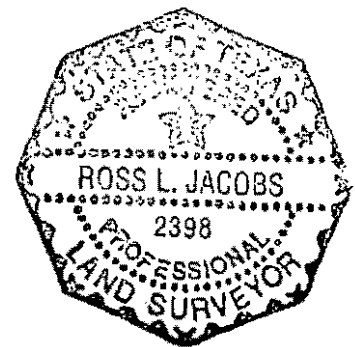
BEGINNING at a point for a corner, said point being the northeast corner of said 0.774 acre tract and the southeast corner of a 1.00 acre tract of land conveyed to The Filling Station of Addison, Inc., by a deed now of record in Volume 94100, Page 05577, of the Deed Records of Dallas County, Texas, and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

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

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

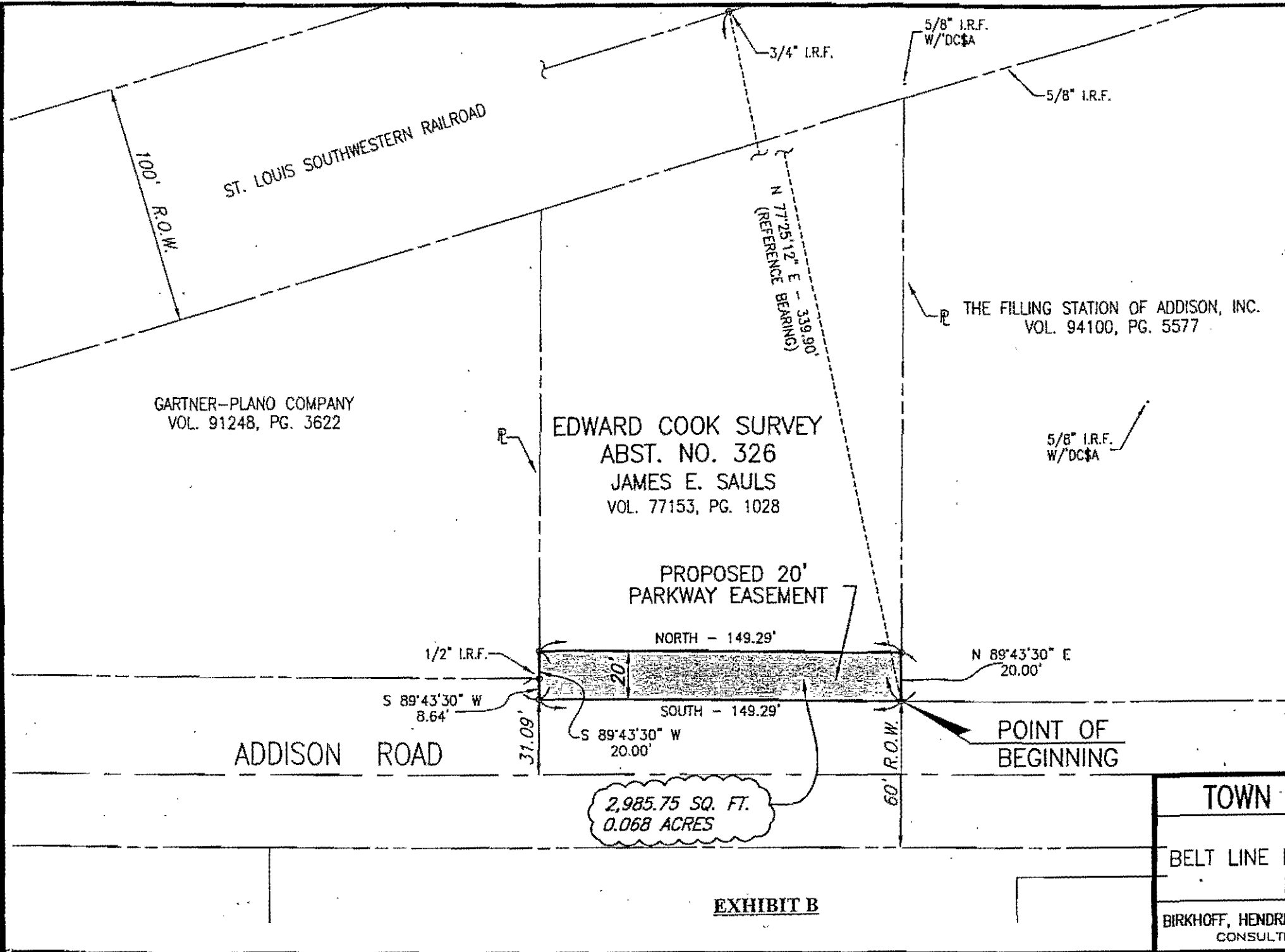
THENCE, Due North for a distance of 149.29 feet to a point for corner, said point being in the north line of said 0.774 acre tract and in the south line of said 1.00 acre tract;

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

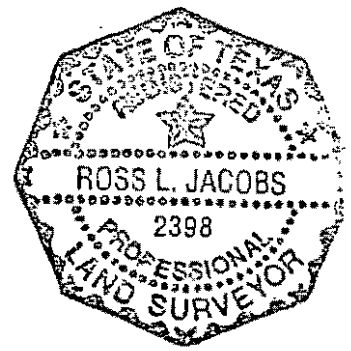


Ross L Jacobs
JAN. 25, 2002

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



SCALE: 1"=50'



Ross L. Jacobs
 JAN. 25, 2002

EXHIBIT B

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS	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 624 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.



REPUBLIC TITLE OF TEXAS, INC.

DATE: 09/30/2003
GF NO: 02R05320 SJ7

PURCHASER'S STATEMENT

SALE FROM: SIAVOSH JAHANI
SALE TO: TOWN OF ADDISON
PROPERTY: 326 COOK, EDWARD SY .0774 AC
ADDRESS: ADDISON, ADDISON, TEXAS

PURCHASE PRICE: PER EASEMENT AGREEMENT \$ 34,338.13

PLUS: CHARGES

Table listing various charges: Filing fees: EASEMENT 19.00; Fees to the Title Company: Courier 25.00, Owner title policy 439.00, Survey amendment for owner title policy 65.85; DISCLOSURE REQUIRED BY ARTICLE 9.53, INSURANCE CODE. 75.73 TO FIRST AMERICAN TITLE INSURANCE COMPANY, 429.12 TO REPUBLIC TITLE OF TEXAS, INC.; DISCLOSURE INCLUDES TITLE PREMIUMS PAID BY ALL PARTIES; Tax Service to DATA TRACE INFORMATION SERVICES 70.38; TOTAL CHARGES 619.23; GROSS AMOUNT DUE BY PURCHASER 34,957.36

LESS: CREDITS

Table for credits: TOTAL CREDITS .00; BALANCE DUE BY PURCHASER 34,957.36

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof.

Purchaser understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Closing or Escrow Agent to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

SEE SIGNATURE ADDENDUM ATTACHED.

REPUBLIC TITLE OF TEXAS, INC.
[Signature]
CLOSING OR ESCROW AGENT

ADDRESS

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lienholder.

SEP-30-2003 10:43 COMLES & THOMPSON 2146722020 P.03/03
SEP 30 2003 10:43 AM TX LRSRJEI 2500
SEP-25-2003 12:27 COMLES & THOMPSON 2146722020 P.04/12

SEP-26-2003 FRI 06:08 AM FAX NO. P. 04

**SIGNATURE ADDENDUM
TO PURCHASER'S CLOSING STATEMENT
CP NO. 0200120-117**

Seller: Stavosk Jahani

Purchaser: Town of Addison

Property: Non-exclusive agreement over 0.774 acres, more or less, tracts of land situated in the Edward Cook Survey, Abstract No. 326, Town of Addison, Dallas County, Texas


Closing: Tuesday, September 30, 2003

Town of Addison

By:

Printed Name:

Printed Title:


Chris Terry
Assistant City Manager

**CERTIFICATION OF NONFOREIGN STATUS
(INDIVIDUAL)**

ESCROW FILE NO. 02R05320

TRANSFEROR/SELLER: SIAVOSH JAHANI

TRANSFeree/BUYER: TOWN OF ADDISON

Section 1445 of the Internal Revenue Code provides that a Transferee (Buyer) of a U.S. real property interest must withhold tax if the Transferor (Seller) is a foreign person. To inform the Transferee that withholding of tax is not required upon my disposition of a U.S. real property interest, I the above-referenced Transferor, hereby certify the following:

1. I am not a non-resident alien for purposes of U.S. income taxation;
2. My U.S. taxpayer identifying number is 577-70-3542
(Social Security Number); and
3. My home address is:

4127 RAINSONG DR.
DAWAS. TX 75287

I understand that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct, and complete.

Executed effective this 24th day of September,
20 03.

SEE SIGNATURE ADDENDUM ATTACHED

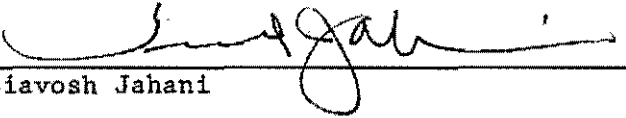
SIGNATURE ADJUDUM
TO CERTIFICATION OF NONFOREIGN STATUS
GF NO. 02R05320 SJ7

Seller: Siavosh Jahani

Purchaser: Town of Addison

Property: Non-exclusive easement over 0.774 acres, more or less, tract of land
situated in the Edward Cook Survey, Abstract No. 326, Town of Addison,
Dallas County, Texas

Closing: Wednesday, September 24, 2003



Siavosh Jahani

Social Security No. 577-70-3542

**AFFIDAVIT AS TO DEBTS AND LIENS AND PARTIES IN POSSESSION
(INDIVIDUAL OWNER)**

GF No.: 02R05320/SJ7

SUBJECT PROPERTY: Being a 0.068 acre tract of land, more or less, situated in the Edward Cook Survey, Abstract No. 326, in the Town of Addison, Texas, which is a part of the property being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, and also being described in the commitment issued under the above-referenced Gf no.

OWNER: Siavosh Jahani
SALE TO: Town of Addison

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned Affiant, personally known to me to be the person whose name is subscribed hereto and upon oath deposes and says that:

1. To the best knowledge and belief of Affiant:
 - a. The charges for all labor and materials that may have been furnished to the property or to the improvements thereon have been fully paid;
 - b. All contracts for the furnishing of labor or materials to the property or for improvements thereon have been completed and fully paid; and
 - c. There are no security agreements or leases affecting any goods or chattels that have become attached, or that will at any later date become attached, to the property or improvements thereon as fixtures that have not been fully performed and satisfied, which are not shown on the referenced title commitment; except the following:

<u>SECURED PARTY</u>	<u>APPROXIMATE AMOUNT</u>
NONE	N/A

- d. There are no loans of any kind on the property, which are not shown on the referenced title commitment, except the following:

<u>CREDITOR</u>	<u>APPROXIMATE AMOUNT</u>
NONE	N/A

- e. There are no brokers that have a signed commission agreement with Owner under which a commission is claimed or earned and has not been paid, which are not shown on the settlement statements, except the following:

<u>CREDITOR</u>	<u>APPROXIMATE AMOUNT</u>
-----------------	---------------------------

NONE

N/A

2. Affiant has no knowledge of a notice of change of use nor has Affiant received a notice of change of use by the appraisal district.
3. Affiant has no delinquent child support payments, and has no knowledge of nor has received any notice of a claim for or lien to secure any such payments, except:
_____ N/A
4. The property is my sole ~~and separate~~ property/~~community~~ property (~~strike one~~); and is ~~is~~ not (~~strike one~~) part of residential or business homestead.
5. The property is currently being used for the following purposes, which to the best knowledge and belief of Affiant do not violate any restrictive covenants affecting the property: _____
6. Affiant's marital status is married / ~~not married~~. (~~strike one~~).
7. There are no proceedings involving Affiant, or notice to Affiant of any proceedings, by any agency or authority, public or private, that levies taxes or assessments, which may result in taxes or assessments affecting the property and which are not shown by the referenced title commitment.
8. There are no Judgments, Federal Tax Liens, or State Tax Liens against Affiant and/or the property.
- 9.(a) All ad valorem and personal property taxes (if any), all "use" type business taxes (if any), and all association/ maintenance type taxes or assessments (if any) that are currently due and payable have been paid or will be paid at closing and are shown on the settlement statements.
(b) Any of the above referenced taxes which are the obligation of Affiant and which have been prorated on the settlement statements are based on information approved by Affiant.
10. Affiant is the only occupant of the property, except (list any leases): _____
_____ N/A

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:

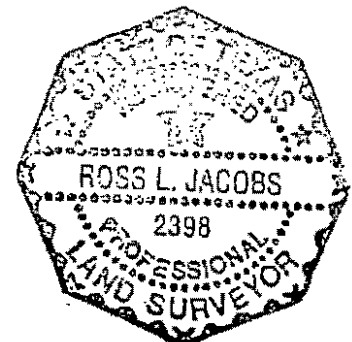
BEGINNING at a point for a corner, said point being the northeast corner of said 0.774 acre tract and the southeast corner of a 1.00 acre tract of land conveyed to The Filling Station of Addison, Inc., by a deed now of record in Volume 94100, Page 05577, of the Deed Records of Dallas County, Texas, and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

COMMITMENT FOR TITLE INSURANCE
Issued by



THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, First American Title Insurance Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

ATTEST

First American Title Insurance Company



Mark A. Arsen

Secretary

By: *Gary L. Keruett*
PRESIDENT

ISSUING AGENT

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

Patricia A. Shee
Authorized Signature

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, Exceptions and Exclusions.

COMMITMENT:

1 COMMITMENT NUMBER
2 PROPERTY TYPE
3 COUNTY

4 P E PRICE
5
6 LOAN AMOUNT

7 EFFECTIVE DATE
8
9

003	CI		34,338.13		\$	08/08/2003		
1	2	3	4	5	6	7	8	9

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: August 8, 2003 GF No. 02R05320 SJ7
Commitment No. 003, issued September 26, 2003, 08:00 AM.

1. The policy or policies to be issued are:

- (a) OWNER POLICY OF TITLE INSURANCE (Form T-1) \$ 34,338.13
(Not applicable for improved one-to-four family residential real estate)
Proposed Insured:
Town of Addison

- (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE \$
-- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Proposed Insured:

- (c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2) \$
Proposed Insured:

Proposed Borrower:

- (d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R) \$
Proposed Insured:

Proposed Borrower:

- (e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13) \$
Proposed Insured:

Proposed Borrower:

- (f) OTHER \$
Proposed Insured:

Countersigned at DALLAS, TEXAS.

REPUBLIC TITLE OF TEXAS, INC.
Patricia A. Sherman
Patricia A. Sherman Bruce, Vice President
Authorized Signatory

FIRST AMERICAN TITLE INSURANCE COMPANY

003

SCHEDULE A

2. The interest in the land covered by this Commitment is:
Non-Exclusive Easement (to be created)
3. Record title to the land on the Effective Date appears to be vested in:
SIAVOSH JAHANI
4. Legal description of land:
Being a non-exclusive easement estate created over 0.774 acres of land, more or less, situated in the Edward Cook Survey, Abstract No. 326, in the Town of Addison, Texas, said tract being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes.

Exhibit A

GF-Number 02R05320

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 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 degrees 25 minutes 12 seconds 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 degrees 43 minutes 30 seconds 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 degrees 43 minutes 30 seconds 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 0.775 acre tract and in the south line of said 1.00 acre tract;

THENCE, N 89 degrees 43 minutes 30 seconds 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.

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

COMMITMENT FOR TITLE INSURANCE NO. 003
SCHEDULE C

Your Policy will not cover loss, costs, attorneys fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. With respect to item 2 of Schedule C above, the Company will not except in any policies to be issued pursuant to this commitment to 'Lack of a right of access to and from the land'. [5]
6. NOTE: In accordance with 'Procedural Rule P-27' of the Basic Manual of Rules, Rates and Forms for the Writing of Title Insurance in the State of Texas, Company requires closing funds in excess of 1,499.99 be remitted in the form of wire transfer, cashier's check or certified check. [8]
7. Excluding the language 'Shortages in Area', item 2 of Schedule B will be deleted, provided that we are furnished with an acceptable survey and applicable premium and that exception may be made in the Policy to matters shown by the survey. [9]

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE D

No: 003

Page 1

GF-Number: 02R05320

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the State Board of Insurance:

You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this Commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm, or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium * is:

Owner Policy	\$	439.00
Mortgagee Policy	\$	
Endorsement charges	\$	
Total	\$	439.00

Of this amount: 15.000% will be paid to the policy issuing Title Insurance Company; 85.000% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows: none to other parties

* The estimated premium is based upon information furnished us as of the date of this Commitment for Title Insurance. Final determination of the amount of premium will be made at closing in accordance with the Rules and Regulations adopted by the State Board of Insurance.

UNDERWRITER

First American Title Insurance Company, A California Corporation
(wholly owned subsidiary of a public company).

DIRECTORS:

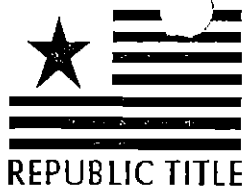
Gary J. Beban, J. David Chatham, William G. Davis, Craig I. DeRoy,
James L. Doti, Lewis W. Douglas, Jr., Paul B. Fay, Jr.,
Donald P. Kennedy, Parker S. Kennedy, Gary L. Kermott, Thomas A. Klemens,
John W. Long, Herbert B. Tasker, Frank E. O'Bryan, James M. Orphanides,
Roslyn B. Payne, D. Van Skilling, Virginia M. Ueberroth, Martin R. Wool

OFFICERS:

Chairman of the Board: Parker S. Kennedy; Vice Chairman of the Board:
Donald P. Kennedy; President: Gary Lewis Kermott; Vice President: Thomas A.
Klemens; Vice President, Secretary, Corporate Counsel: Mark R. Arnesen;
Vice President, General Counsel: Timothy P. Sullivan; Vice President, Chief
Financial Officer: John R. Thoma; Regional Vice President: Tom E. Blackwell

DIRECT OPERATIONS:

Republic Title of Texas, Inc. (Dallas, TX)
William A. Kramer, Chairman of the Board
Ward Williford, Vice Chairman
Paul A. Pulliam, Chief Executive Officer
David A. Shuttee, President and Chief Operating Officer
Dennis Eastland, Secretary/Treasurer



REPUBLIC TITLE OF TEXAS, INC.

PRIVACY POLICY of Republic Title of Texas, Inc. and its underwriters,

a Subsidiary of



First American Title Insurance Company, Chicago Title Insurance Company, Lawyers Title Insurance Corporation, Title Insurance Company of America (TICA), Ticor Title Insurance Company, Commonwealth Land Title Insurance Company, Old Republic National Title Insurance Company

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, and advice from our other underwriters, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American and our other underwriters have also adopted broader guidelines that govern our use of personal information regardless of its source. First American, for example calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com. We refer to this definition on behalf of our other underwriters who can be contacted for their similar guidelines which have a different name.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- * Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- * Information about your transactions with us, our affiliated companies, or others; and
- * Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and *Fair Information Values* and similar guidelines of our other underwriters. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Note: The above Privacy Policy applies to individuals who obtain from Republic Title or any of its underwriters a financial service or product that is to be used primarily for personal family or household purposes.

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

WIRING INSTRUCTIONS

BANK OF AMERICA-DALLAS, TEXAS

ABA # 111 0000 25

TO CREDIT REPUBLIC TITLE OF TEXAS, INC.

ESCROW ACCOUNT - UPTOWN

ACCOUNT # 1290238030

**GF# 02R05320 SJ7

UPON RECEIPT NOTIFY: Patricia or Heather AT (214) 855-8888

**THIS INFORMATION IS IMPORTANT FOR PROPER CREDIT TO OUR BRANCH OFFICE
PLEASE INCLUDE IN THE WIRE INFORMATION

REPUBLIC TITLE OF TEXAS, INC.

NATIONAL DIVISION AGENT FOR *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 of California

G.F. NO. 02R05320 SJ7

POLICY NO. 003

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

TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
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Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

— **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Requirements section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

— **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

— **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the State Board of Insurance by calling the Title Insurance Company at 1-800-347-7826 or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

—Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

—Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

IMPORTANT NOTICE

**FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELEPHONE NUMBER**

1-800-347-7826

**ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT**

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

**YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF INSURANCE
P. O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 305-7426**

AVISO IMPORTANTE

**PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS**

1-800-347-7826

**TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL**

1-800-252-3439

para obtener información sobre:

1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

**TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE TEXAS
P. O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 305-7426**

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.

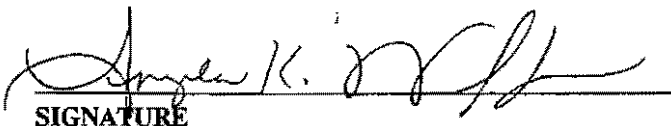
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"Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the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

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

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

I request deletion of the Arbitration provision.


SIGNATURE

4-25-03
DATE

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

October 3, 2003

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

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

Dear Steve:

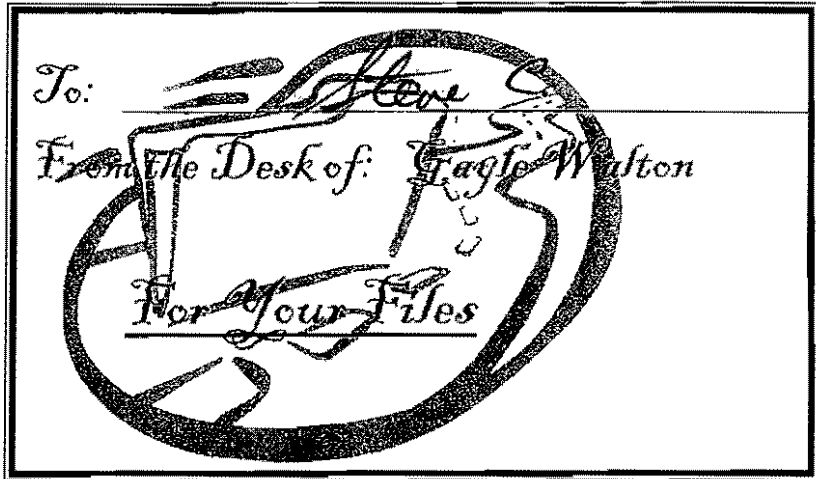
Enclosed for your files is the Purchaser's Closing Binder for the above-referenced property. Please let me know if you have any questions.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

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



To:

Steve C.

From the Desk of: Gage Walton

For your Files

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R03-094

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

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

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

WHEREAS, the owner of said tract has agreed to convey the necessary easement to the Town of Addison for \$34,338.13; and

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

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

Section 1. That the City Council has determined that \$34,338.13 is reasonable compensation for the easement, as described in the above premises, to be acquired and all damages, if any, to the property remaining, and does hereby authorize the City Manager to acquire the easement in, over, under and through the 0.068 acre tract of land (as described in the attached Exhibit A to the Easement Agreement attached hereto and incorporated herein, and located generally at 15107 Addison Road) for permanent right-of-way for the expansion of Addison Road.

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

Section 3. That the City Finance Director be and is hereby authorized to distribute funds by wire transfer or otherwise in favor of Siavish Jahani or the current owner(s) of record, in the amount of \$34,338.13, and for such other incidental costs as may be necessary to complete the transaction to acquire the Property.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 23rd day of September, 2003.



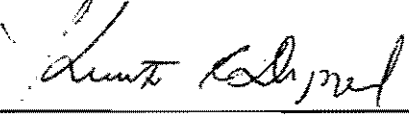
R. Scott Wheeler, Mayor

ATTEST:

By: 

Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: 

Ken Dippel, City Attorney

HP LaserJet 3200se



HP LASERJET 3200

SEP-30-2003 10:41AM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
602	9/30/2003	10:39:48AM	Send	92146722020	1:25	3	OK

TOWN OF
ADDISON

PUBLIC WORKS

To: Angela Washington

From: Jim Pierce, P.E.
Asst. Public Wks. Dir.
Phone: 972/450-2879
FAX: 972/450-2837
jpierce@ci.addison.tx.us

Company: Covales & Thompson

FAX #: 214-672-2020

Date: 9-30-03

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

of pages (including cover): 3

Re: Cafe Capri

Original in mail Per your request FVI Call me

Comments: One copy of Purchasers statement
signed by Chris Terry



REPUBLIC TITLE OF TEXAS, INC.

DATE: 09/30/2003
CF NO: 02R05320 SJ7

PURCHASER'S STATEMENT

SALE FROM: SIAVOSH JAHANI
SALE TO: TOWN OF ADDISON
PROPERTY: 336 COOK, EDWARD ST, 0774 AC
ADDRESS: ADDISON, ADDISON, TEXAS

PURCHASE PRICE: PER BASEMENT AGREEMENT \$ 34,338.12
PLUS: CHARGES

Filing fees:
EASEMENT \$ 19.00
Fees to the Title Company:
Courier \$ 25.00
Owner title policy \$ 439.00
Survey amendment for owner title policy \$ 65.85
DISCLOSURE REQUIRED BY ARTICLE 9.53, INSURANCE CODE,
25.73 TO FIRST AMERICAN TITLE INSURANCE COMPANY
429.12 TO REPUBLIC TITLE OF TEXAS, INC.
DISCLOSURE INCLUDES TITLE PREMIUMS PAID BY ALL PARTIES.
Tax Service to DATA TRACE INFORMATION SERVICES \$ 70.38

TOTAL CHARGES \$ 619.23
GROSS AMOUNT DUE BY PURCHASER \$ 34,957.35

LESS: CREDITS

TOTAL CREDITS \$.00
BALANCE DUE BY PURCHASER \$ 34,957.35

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement.
Purchaser understands that tax and insurance provisions and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.
The undersigned hereby authorizes Closing or Escrow Agent to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

REPUBLIC TITLE OF TEXAS, INC.

SEE SIGNATURE ADDENDUM ATTACHED.

CLOSING OR ESCROW AGENT

ADDRESS

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to show sufficient funds to cover interest from the lienholder.

**SIGNATURE ADDENDUM
TO PURCHASER'S CLOSING STATEMENT
GF NO. 02805320 EJ7**

Seller: Slavosh Jehani

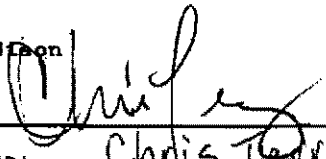
Purchaser: Town of Addison

**Property: Non-exclusive easement over 0.774 acres, more or less, tract of land
situated in the Edward Cook Survey, Abstract No. 326, Town of Addison,
Dallas County, Texas**

Closing: Tuesday, September 30, 2003

Town of Addison

By: _____



Printed Name: _____

Chris Terry

Printed Title: _____

Assistant City Manager



COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: September 26, 2003

Time: Carolyn + Steve : 12 pages

Total Number of Pages (including this sheet): Mike : 2 pages

Normal/Rush: Normal

Client/Matter #: 3305/62147

TO:	(1) Carolyn Burgette	FAX: (972) 450-7065	PHONE:
	(2) Steve Chutchian	FAX: (972) 450-2837	PHONE:
	(3) Mike Murphy	FAX: (972) 450-2837	PHONE:

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

MESSAGE: RE: Parcel 1 (Cafe Capri - Siavosh Jahani)

**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.

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

September 26, 2003

VIA FACSIMILE (972) 450-7065

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

VIA FACSIMILE (972) 450-2837

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

RE: Parcel 1 (Café Capri – Siavosh Jahani)
Addison Extension of Road Project

Dear Carolyn and Steve:

In connection with Parcel 1, Addison Extension of Road Project, enclosed are the following documents:

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

Once the Settlement Statement has been executed and the money forwarded to Republic Title, they will forward the purchase price to the Seller. Wiring instructions are also enclosed. **Republic Title has scheduled Closing for next Tuesday, September 30, 2003.** Please let me know if it is possible to meet this date. Thank you for your assistance.

Sincerely,



Angela K. Washington

AKW/yjr
Attachments

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

DALLAS TYLER

Document #: 1072194

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

SEP-28-2003 FR 08:07 AM

FAX NO.

P. 02

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

WIRING INSTRUCTIONS

BANK OF AMERICA-DALLAS, TEXAS

ABA # 111 0000 25

TO CREDIT REPUBLIC TITLE OF TEXAS, INC.

ESCROW ACCOUNT - UPTOWN

ACCOUNT # 1290238030

*RGF# 02R05320 SJ7

UPON RECEIPT NOTIFY: Patricia or Heather AT (214) 855-8888

REFERENCE: Town of Addison

*THIS INFORMATION IS IMPORTANT FOR PROPER CREDIT TO OUR BRANCH OFFICE
PLEASE INCLUDE IN THE WIRE INFORMATION

REPUBLIC TITLE OF TEXAS, INC.

NATIONAL DIVISION AGENT FOR *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 of California

EASEMENT AGREEMENT

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

WITNESSETH:

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

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

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Siavish Jahani and the Town of Addison agree as follows:

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

2. **Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Thirty Four Thousand Three Hundred Thirty-Eight and 13/100 dollars (\$34,338.13), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

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

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

to time deems necessary, appropriate, or desirable in the Town's sole discretion, with respect to the Project and the improvements within the Easement. The Town shall, at all times, have the right of ingress and egress to and from the Easement and the Easement Property as the Town may deem necessary, appropriate, or desirable.

B. Grantor acknowledges and agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

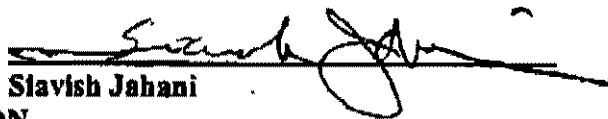
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by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

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

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

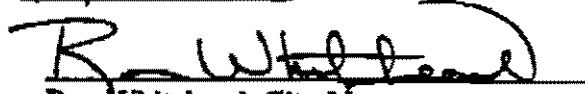
GRANTOR:

Executed this 15th day of May, 2003


Slavish Jahani

TOWN OF ADDISON

Executed this 24th day of September, 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 15th day of May, 2003, personally appeared Siavish Jahani and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

Joni D. Nagel

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

11-3-03

[SEAL]



STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 24th day of September, 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.

Michelle L. Covino

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

09-22-05



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:

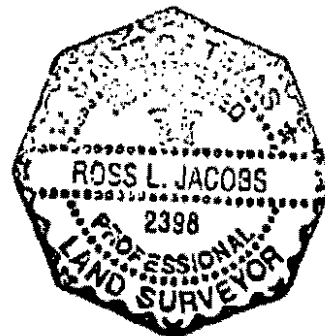
BEGINNING at a point for a corner, said point being the northeast corner of said 0.774 acre tract and the southeast corner of a 1.00 acre tract of land conveyed to The Filling Station of Addison, Inc., by a deed now of record in Volume 94100, Page 05577, of the Deed Records of Dallas County, Texas, and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

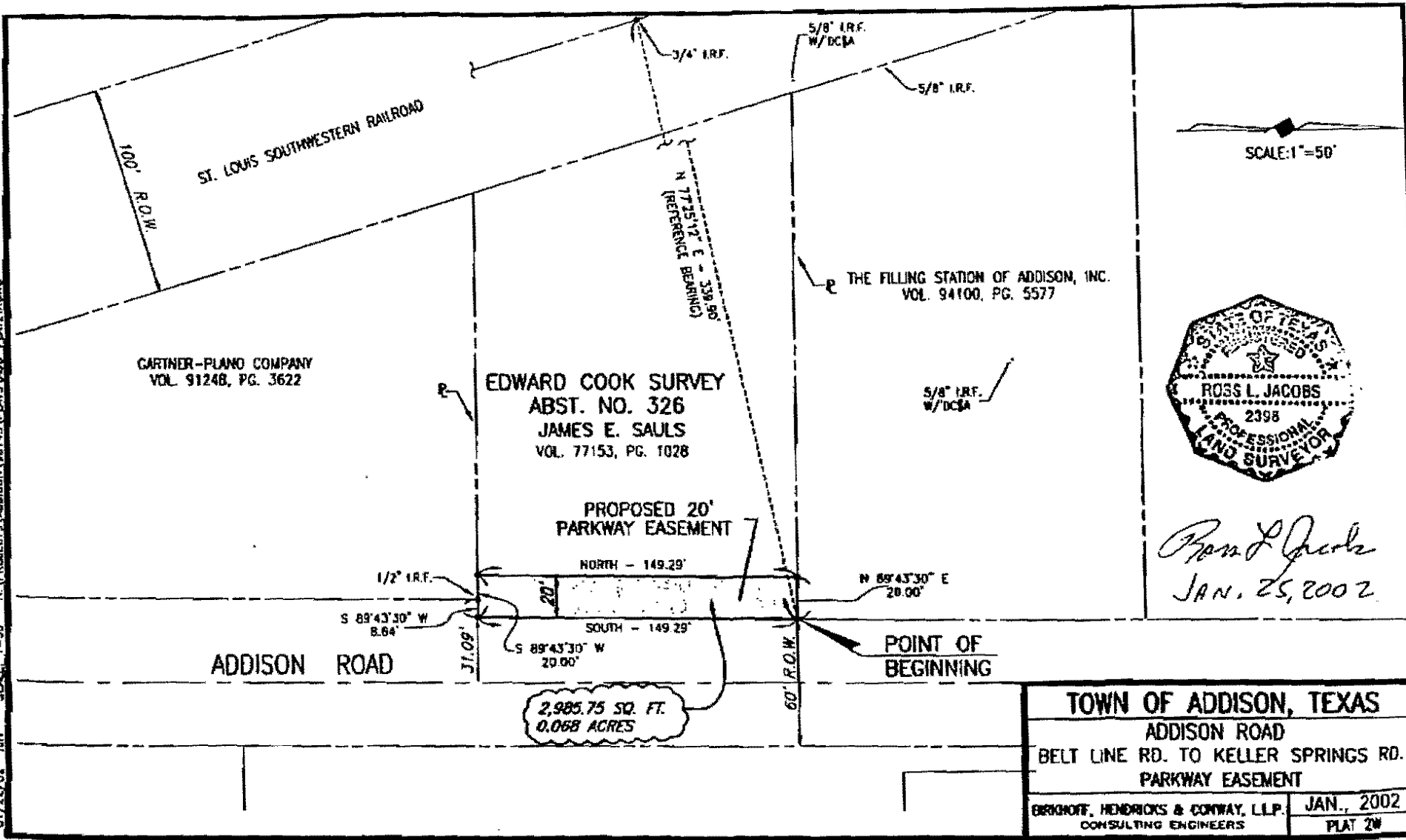
THENCE, Due North for a distance of 149.29 feet to a point for corner, said point being in the north line of said 0.774 acre tract and in the south line of said 1.00 acre tract;

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



Ross L. Jacobs
 JAN. 25, 2002

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BRINKOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS	JAN., 2002 PLAT 2W

01/22/02 TJN SCALE: 1"=50' H:\PROJECTS\ADDISON\981431\PLATS\ADD-PLAT2W.DWG

SEP-26-2003 12:28

COLLIER & THOMPSON

2146722020 P. 11/12

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 Heth Lane Road (a 100' road), said point also being North 2.5" from a tract located to J. M. Pistole recorded in Volume 483, Page 62) 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 137.13' to iron rod for corner;

THENCE North 89 degrees 43 minutes 30 seconds East 349.41' to iron rod for corner in the West line of said Addison Road;

THENCE South with said Addison Road 149.30' to **POINT OF BEGINNING** and containing 0.774 acres or 33,712 square feet.

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

September 25, 2003

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

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

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

Dear Patricia:

Enclosed is the fully executed Easement Agreement for the above-referenced property, which was approved by the Town of Addison City Council on September 23, 2003. Also enclosed is an executed Deletion of Arbitration Provision form. As we discussed, please provide me with the closing statement and a closing date so that I may request a check from the Town. If you have any questions or need anything further, please do not hesitate to call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c (w/Enclosures): Mr. James C. Mosser, Esq.
(w/Enclosures) Mr. Steve Chutchian, w/Town
(w/o Enclosures) Mr. Ken 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 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

G.F. NO. 02R05320 SJ7

POLICY NO. 002

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.

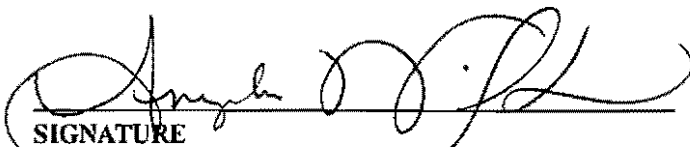
The arbitration provision in the Policy is as follows:

"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

9/25/03
DATE

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.

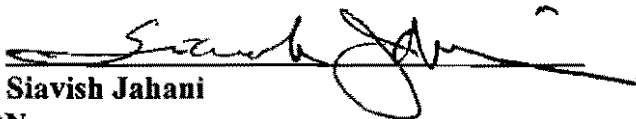
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by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

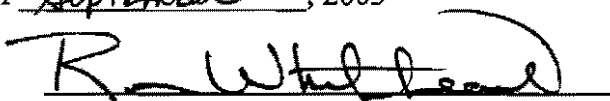
GRANTOR:

Executed this 15th day of May, 2003


Siavish Jahani

TOWN OF ADDISON

Executed this 24th day of September, 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 15th day of May, 2003, personally appeared Siavish Jahani and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

Joni D. Napier
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

11-3-03

[SEAL]



STATE OF TEXAS §
COUNTY OF DALLAS §

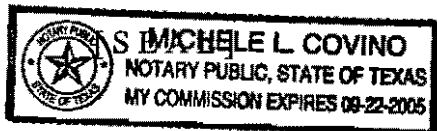
BEFORE ME, the undersigned notary public in and for said county and state, on this 24th day of September, 2003, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, 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.

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

MY COMMISSION EXPIRES:

09-22-05



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:

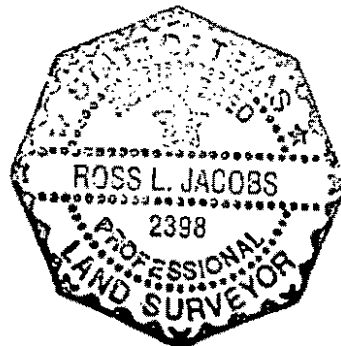
BEGINNING at a point for a corner, said point being the northeast corner of said 0.774 acre tract and the southeast corner of a 1.00 acre tract of land conveyed to The Filling Station of Addison, Inc., by a deed now of record in Volume 94100, Page 05577, of the Deed Records of Dallas County, Texas, and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

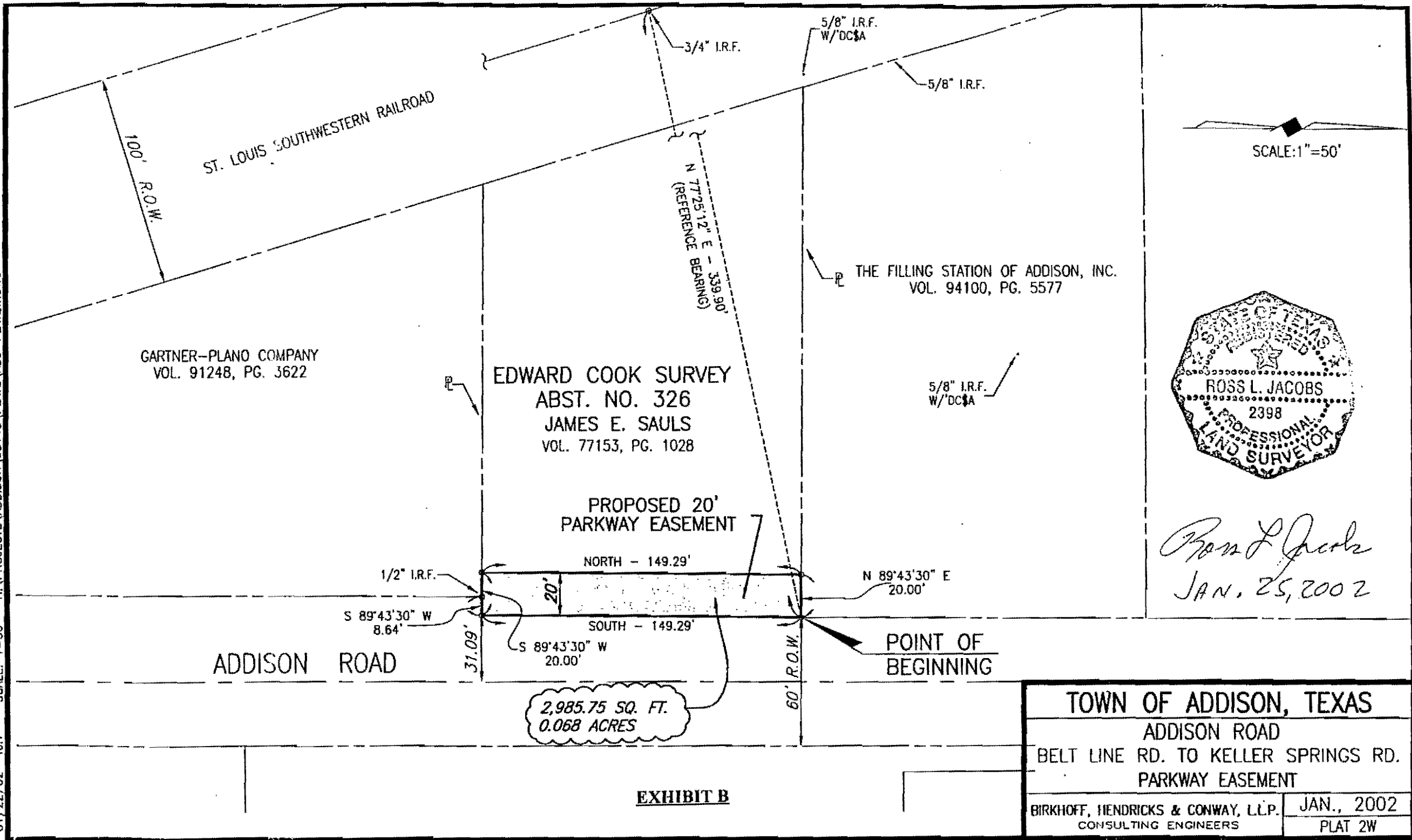
THENCE, Due North for a distance of 149.29 feet to a point for corner, said point being in the north line of said 0.774 acre tract and in the south line of said 1.00 acre tract;

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.

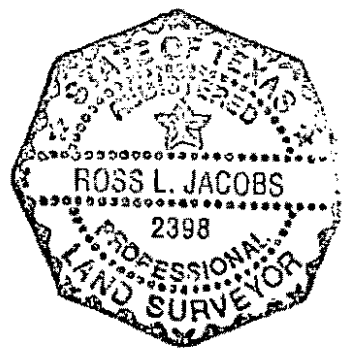


Ross L Jacobs
JAN. 25, 2002

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



SCALE: 1"=50'



Ross L. Jacobs
 JAN. 25, 2002

2,985.75 SQ. FT.
 0.068 ACRES

EXHIBIT B

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS	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 deceded to J. M. Pistole recorded in Volume 485, Page 623 of the Deed Records of Dallas County, Texas:

THENCE South 88 degrees 47 minutes 56 seconds West 09.73' 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.

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

September 26, 2003

VIA FACSIMILE (972) 450-7065

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

VIA FACSIMILE (972) 450-2837

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

**RE: Parcel 1 (Café Capri -- Siavosh Jahani)
Addison Extension of Road Project**

Dear Carolyn and Steve:

In connection with Parcel 1, Addison Extension of Road Project, enclosed are the following documents:

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

Once the Settlement Statement has been executed and the money forwarded to Republic Title, they will forward the purchase price to the Seller. Wiring instructions are also enclosed. **Republic Title has scheduled Closing for next Tuesday, September 30, 2003.** Please let me know if it is possible to meet this date. Thank you for your assistance.

Sincerely,



Angela K. Washington

AKW/yjr
Attachments

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

25th
Anniversary
1978-2003

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: September 26, 2003

Time: _____

Carolyn + Steve : 13 pages

Total Number of Pages (including this sheet): *Mike : 2 pages*

Normal/Rush: Normal

Client/Matter #: 3305/62147

TO:	(1) Carolyn Burgette	FAX: (972) 450-7065	PHONE:
	(2) Steve Chutchian	FAX: (972) 450-2837	PHONE:
	(3) Mike Murphy	FAX: (972) 450-2837	PHONE:

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

MESSAGE: RE: Parcel 1 (Cafe Capri - Slavosh Jahani)

**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

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

Council Agenda Item:

*approved
9-23-03*

SUMMARY:

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

FINANCIAL IMPACT:

Budgeted Amount: N/A

Easement Offer: \$34,338.13

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

BACKGROUND:

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

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

RECOMMENDATION:

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

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R _____

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

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

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

WHEREAS, the owner of said tract has agreed to convey the necessary easement to the Town of Addison for \$34,338.13; and

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

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

Section 1. That the City Council has determined that \$34,338.13 is reasonable compensation for the easement, as described in the above premises, to be acquired and all damages, if any, to the property remaining, and does hereby authorize the City Manager to acquire the easement in, over, under and through the 0.068 acre tract of land (as described in the attached Exhibit A to the Easement Agreement attached hereto and incorporated herein, and located generally at 15107 Addison Road) for permanent right-of-way for the expansion of Addison Road.

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

Section 3. That the City Finance Director be and is hereby authorized to distribute funds by wire transfer or otherwise in favor of Siavish Jahani or the current owner(s) of record, in the amount of \$34,338.13, and for such other incidental costs as may be necessary to complete the transaction to acquire the Property.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 23rd day of September, 2003.

R. Scott Wheeler, Mayor

ATTEST:

Carmen Moran, City Secretary

APPROVED AS TO FORM:

Ken C. Dippel, City Attorney

FEB-10-2003 11:27

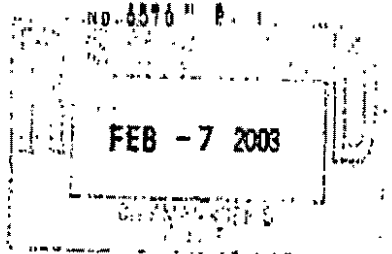
COWLES & THOMPSON

2146722020 P.03/04

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

P. 2

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



MOSSER MALLERS PLLC.

LAWYERS

17110 DALLAS PARKWAY, SUITE 290 - DALLAS, TEXAS 75246 • 972-735-3223 • FAX: 972-267-5072

February 6, 2003

Via Facsimile: 972-450-7043

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

In Re: Café Capri and Siavish Jahani

Dear Mr. Whitehead:

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

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

FEB-10-2003 11:27 COWLES & THOMPSON 2146722020 P.04/04

2-07-2003 5:36PM FROM TOWN OF ADDISON 972 450 7043 P. 3

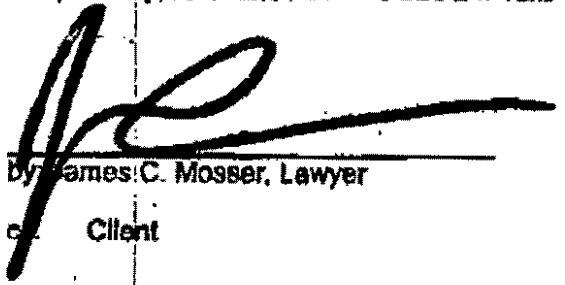
Feb. 7. 2003 11:27AM MOSSER MALLERS PLLC Lawyers No. 6570 P. 2

October 22, 2002 Page 2

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

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

Respectfully, *MOSSER MALLERS PLLC LAWYERS*



By James C. Mosser, Lawyer
c. Client

EASEMENT AGREEMENT

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

WITNESSETH:

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

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

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Siavish Jahani and the Town of Addison agree as follows:

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

2. **Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Thirty Four Thousand Three Hundred Thirty-Eight and 13/100 dollars (\$34,338.13), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

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

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

to time deems necessary, appropriate, or desirable in the Town's sole discretion, with respect to the Project and the improvements within the Easement. The Town shall, at all times, have the right of ingress and egress to and from the Easement and the Easement Property as the Town may deem necessary, appropriate, or desirable.

B. Grantor acknowledges and agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

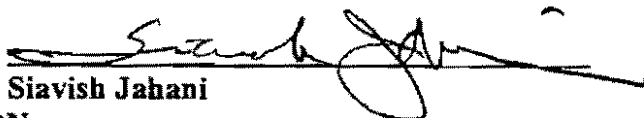
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by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

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

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

GRANTOR:

Executed this 15th day of May, 2003


Siavish Jahani

TOWN OF ADDISON

Executed this _____ day of _____, 2003

By: _____
Ron Whitehead, City Manager
Town of Addison

STATE OF TEXAS §
COUNTY OF DALLAS §

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

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

Joni G. Napier

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

11-3-03

[SEAL]



STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2003, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

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

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

[SEAL]

TOWN OF ADDISON, TEXAS

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

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

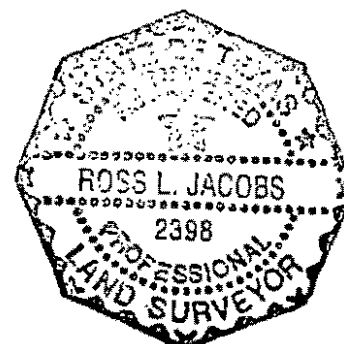
BEGINNING at a point for a corner, said point being the northeast corner of said 0.774 acre tract and the southeast corner of a 1.00 acre tract of land conveyed to The Filling Station of Addison, Inc., by a deed now of record in Volume 94100, Page 05577, of the Deed Records of Dallas County, Texas, and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

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

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

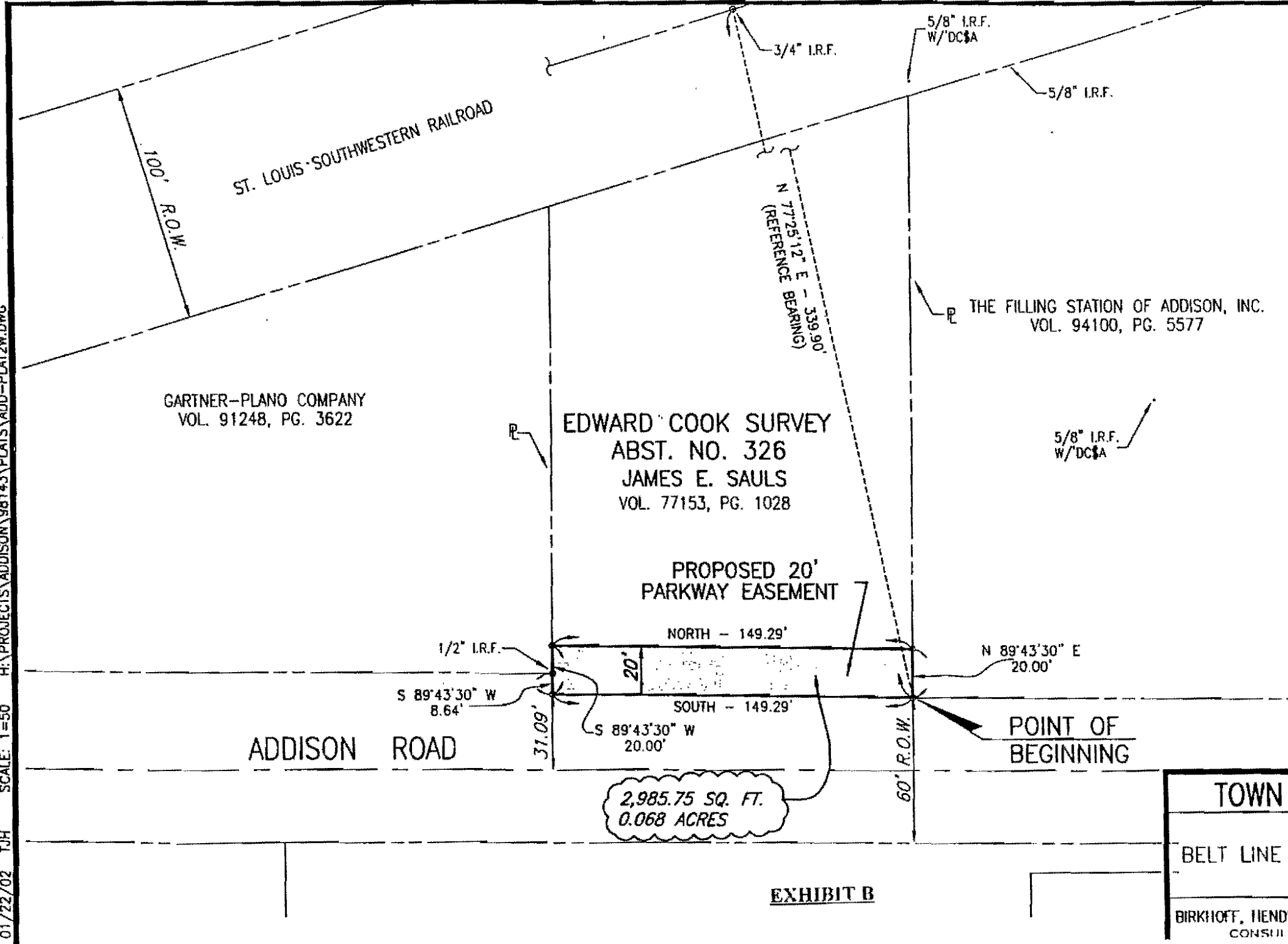
THENCE, Due North for a distance of 149.29 feet to a point for corner, said point being in the north line of said 0.774 acre tract and in the south line of said 1.00 acre tract;

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



Ross L Jacobs
JAN. 25, 2002

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



2,985.75 SQ. FT.
0.068 ACRES

EXHIBIT B

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