

Addison Pel-Sultan

Chamara

A

# COWLES & THOMPSON

A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

November 17, 2004

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

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

Dear Gayle:

Enclosed for the Town's records in connection with the above-referenced transaction are the following documents:

1. Copy of recorded Release of Lien;
2. Copy of recorded Release of Affidavit Claiming Mechanics' and Materialman's Lien;
3. Recorded Easement Agreement; and
4. First American Title Insurance Company Owner's Policy No. 084133 O.

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

Sincerely,

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

Angela K. Washington

AKW/yjr  
Enclosures

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

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October 26, 2004

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

**RE: *Town of Addison v. Sultan K. Chanaa, et al.*; Cause No. CC04-09490-A  
Parcel 2 (Sultan Chanaa), Addison Widening of Road Project**

Dear Steve:

Enclosed for your records is a copy of the Order Granting Nonsuit in the above-referenced case. I have been advised that Special Commissioners were never appointed; therefore, this case should be closed. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

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

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A handwritten signature in black ink, appearing to read 'Angela K. Washington', with a long, sweeping flourish extending to the right.

Angela K. Washington

AKW/yjr  
Enclosures

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

02R05319

11-

Recorded  
Filed  
Dallas TX 75201  
of Patricia A. Shannon, D.C.

RELEASE OF LIEN (FULL)  
02R05319/S17

3086541

4872871  
10/07/04

\$11.00 Fee

# THE STATE OF TEXAS

## KNOW ALL MEN BY THESE PRESENTS:

### COUNTY OF DALLAS

WHEREAS, on the 26<sup>th</sup> day of October, 2000, Sultan K. Chanaa (hereinafter called "Maker," whether one or more, masculine, feminine or neuter) did execute, acknowledge and deliver to James W. Demik, Trustee, for the benefit of The Filling Station of Addison, Inc. (hereinafter called "Payee," whether one or more, masculine, feminine or neuter) a deed of trust recorded on November 3, 2000, in Volume 2000215, Page 1996 of the Real Property Records of Dallas County, Texas, covering the following described real estate located in Dallas County, Texas:

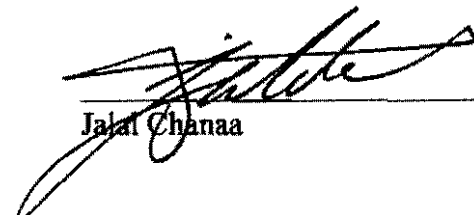
See Exhibit A, attached hereto and made a part hereof (the "Property")

to secure the prompt payment of one certain promissory note executed by the said Maker and payable to the order of said Payee in the original principal sum of \$325,000.00 as therein provided;

AND, WHEREAS, said note with accrued interest thereon has been fully paid to the undersigned, the legal and equitable holder and owner of such note;

NOW, THEREFORE, the undersigned, in consideration of the premises and of the full and final payment of said note, the receipt of which is hereby acknowledged, has this day, and does by these presents RELEASE, DISCHARGE AND QUITCLAIM unto the Maker, his, her or its successors, heirs or assigns, as the case may be, all the right, title, interest and estate in and to the Property, which the undersigned has or may be entitled to by virtue of said deed of trust and any contemporaneous vendor's lien, and does hereby declare the same fully released and discharged therefrom, and from any and all other liens and security interests securing said indebtedness held by the undersigned whatsoever.

EXECUTED this 6<sup>th</sup> day of October 2004.

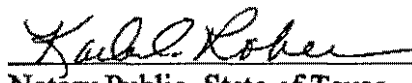
  
\_\_\_\_\_  
Jalal Chanaa

STATE OF Texas

COUNTY OF Dallas

This instrument was acknowledged before me on 6<sup>th</sup> day of October, 2004, by Jalal Chanaa.

[NOTARIAL SEAL]

  
\_\_\_\_\_  
Notary Public, State of Texas



**EXHIBIT A**

BEING LOT 2, OF SAMBUCA II/FILLING STATION ADDITION, AN ADDTION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE AMENDED PLAT THEREOF RECORDED IN VOLUME 94117, PAGE 6134, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

20041094 17580

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

04 OCT -7 PM 3:31

*Cynthia J. Gussner, Callahan*

COUNTY CLERK  
DALLAS CO., TEXAS



CR 05/19 11-

Realty Executives  
Franchise Group, Inc.  
1400 North Stemmons Street, 10th Floor  
Dallas, TX 75204  
Patricia A. Sherman Bruce

**RELEASE OF AFFIDAVIT CLAIMING MECHANICS' AND MATERIALMAN'S LIEN**

STATE OF TEXAS	§		
	§		3093696
COUNTY OF DALLAS	§	4882140	\$11.00 Deed
	§	10/13/04	

The undersigned files this its *Release of Affidavit Claiming Mechanics' and Materialman's Lien* on the following described property:

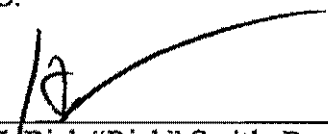
**Being a tract of land, approximately .6916 acres, and being LOT 2, of SAMBUCA II/FILLING STATION ADDITION, an Addition to the Town of Addison, Dallas County, Texas according to the amended plat thereof recorded in Volume 941.17, Page 61.34 of the Map Records of Dallas County, Texas, more commonly known as 15201 Addison Road, Addison, Dallas County, Texas 75001**

The undersigned specifically releases *the Affidavit Claiming Mechanics' and Materialman's Lien* filed of record by the undersigned on February 12, 2004, recorded in Volume 2004028, Page 9748, Mechanic's Lien Records of Dallas County Texas.

The undersigned so declares for **ADVANCED HOME THEATER SYSTEMS, INC.** and for its heirs, legal representatives, successors, and assigns.

Executed on the 2 day of OCTOBER, 2004.

**ADVANCED HOME THEATER SYSTEMS, INC.**

By:   
H. Rick "Rick" Smith, President

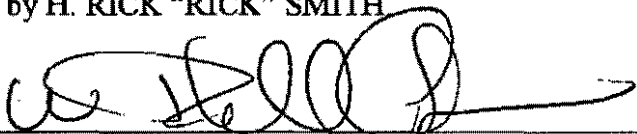
2004 OCT 13 98 09820

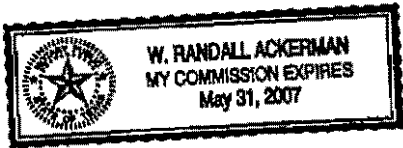


STATE OF TEXAS        }  
                                  }  
COUNTY OF DALLAS    }

BEFORE ME, the undersigned authority, on this day personally appeared H. RICK "RICK" SMITH, known to me, who stated that he is an president and duly authorized representative of ADVANCED HOME THEATER SYSTEMS, INC., and as such is authorized to execute the foregoing *Release of Affidavit Claiming Mechanics and Materialman's Lien* for and on behalf of the ADVANCED HOME THEATER SYSTEMS, INC., and acknowledged the foregoing to be the act and deed of such company, and that he signed the same in the capacity stated therein and swore that the facts therein are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME and acknowledged before me on this day of Oct 2, 2004 by H. RICK "RICK" SMITH

  
\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF TEXAS




2004 98 9821

2286 98 11002

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

2004 OCT 13 PM 3:31

  
County Clerk  
DALLAS COUNTY, TEXAS

**EASEMENT AGREEMENT**

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

3086564

WITNESSETH:

4872874  
10/07/04

\$25.00 Deed

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

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

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

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Sultan K. Chanaa and the Town of Addison agree as follows:

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

**2. Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Thirty Thousand and No/100 dollars (\$30,000.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

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

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

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

B. Grantor acknowledges and agrees as follows:

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

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

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

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

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

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

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

8. **Governing Law; Venue.** In the event of any action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas govern the validity, construction, enforcement and

2004:94 07588

interpretation of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

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

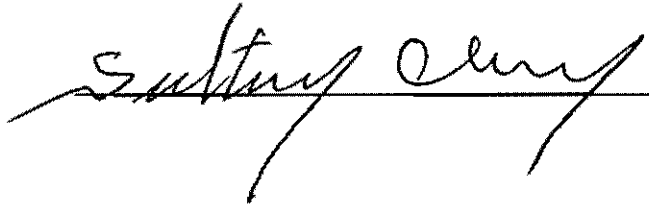
10. **Authority.** The undersigned are the properly authorized officials or persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly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

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

Executed this 10 day of June, 2003

**GRANTOR:**

Sultan K. Chanaa



Executed this 23 day of June, 2003

**TOWN OF ADDISON**

By:

  
Ron Whitehead, City Manager

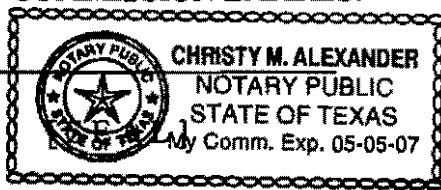
STATE OF TEXAS §  
COUNTY OF DALLAS §

10 BEFORE ME, the undersigned notary public in and for said county and state, on this day of June, 2003, personally appeared Sultan K. Chanaa, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

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

MY COMMISSION EXPIRES:



STATE OF TEXAS §  
COUNTY OF DALLAS §

23 BEFORE ME, the undersigned notary public in and for said county and state, on this day of June, 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:



TOWN OF ADDISON, TEXAS

FIELD NOTE DESCRIPTION  
FOR  
ADDISON ROAD PARKWAY EASEMENT

SULTAN K. CHANAA

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

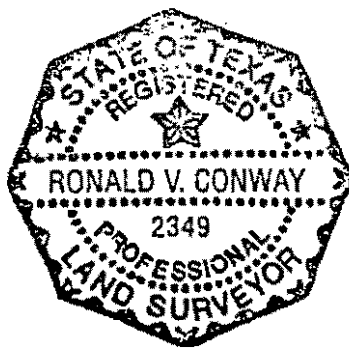
BEGINNING at a point for a corner, said point being N 89°49'29" W, 2.00 feet from the southeast corner of said 0.69 acre tract and N 89°49'29" W, 12.00 feet from the northeast corner of a 0.774 acre tract of land conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, and said northeast corner of 0.744 acre tract being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said Beginning Point being N 00° 49'02" W, 149.31 feet from a found 1/2 iron rod in the south line of said 0.774 acre tract and also being the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of the Deed Records of Dallas County, Texas;

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

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

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

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

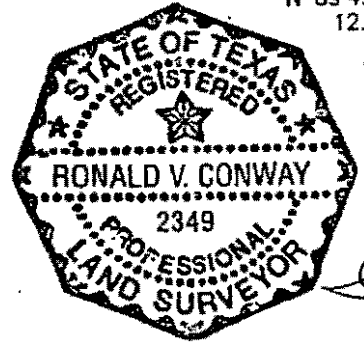
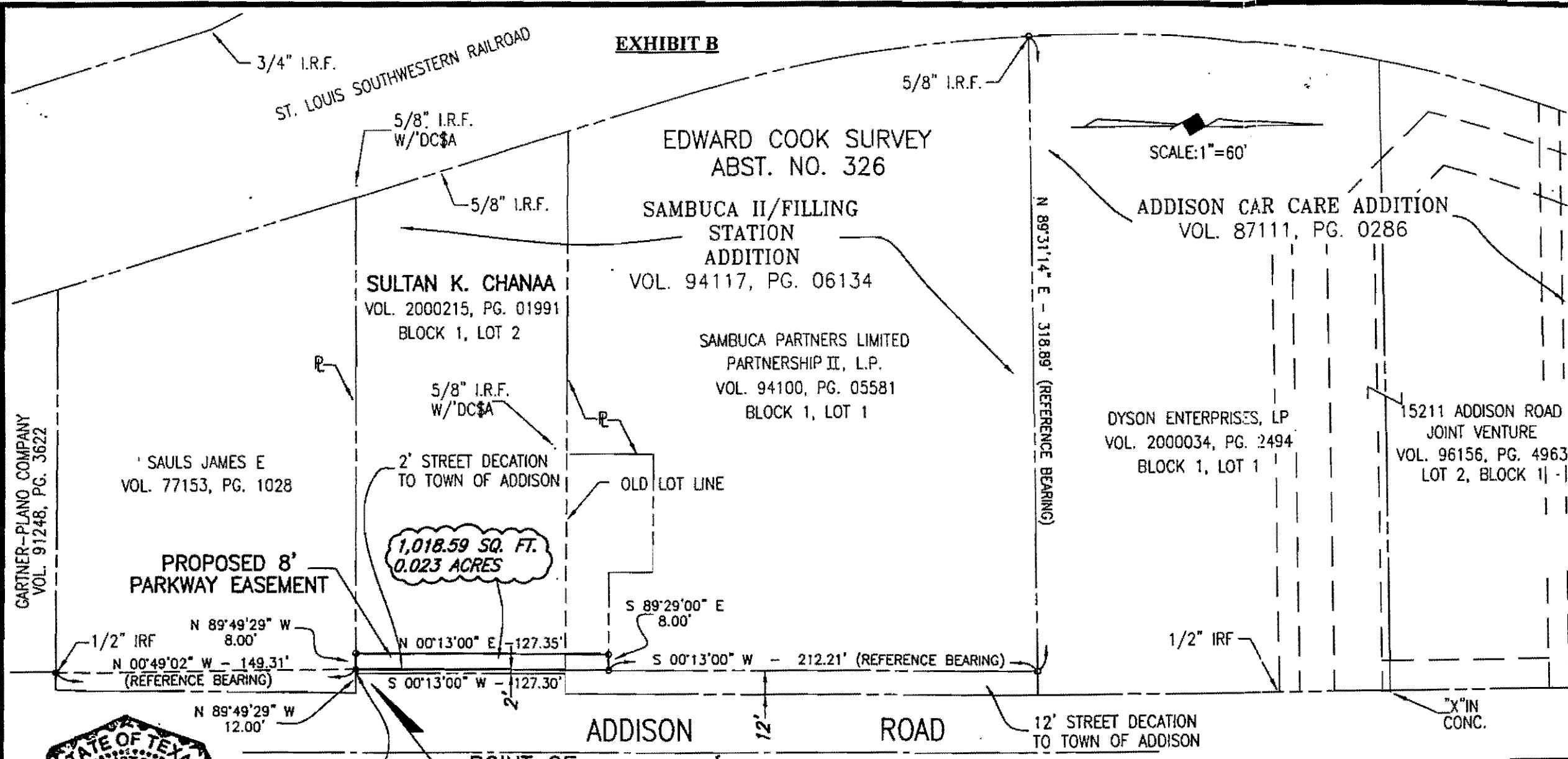


*Ronald V. Conway*  
5/13/02

2004 94 759

H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT3W.DWG  
SCALE: 1"=60  
R/L

**EXHIBIT B**



*Ronald V. Conway*  
5/13/02

2004 94 07592

<b>TOWN OF ADDISON, TEXAS</b>	
<b>ADDISON ROAD PARKWAY EASEMENT</b>	
<b>SULTAN K. CHANAA</b>	
BIRKHOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS 7502 Greenlake Ave., Ste. 220 Dallas, Texas (214) 381-7900	<b>MAY 2002</b>
<b>PLAT 3W</b>	



**EXHIBIT C**

2253  
Prepared by the State Bar of Texas for use by lawyers only.  
Revised 10-83; 4-93  
©1993 by the State Bar of Texas

**WARRANTY DEED WITH VENDOR'S LIEN**

**1187535**

Date: October 26, 2000 11/03/00 2381552 011.00

Case Number: DA00090261 Deed

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

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

Grantee: SULTAN K. CHANAA, an individual

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

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

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

Property (including any improvements):

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

Reservations from and Exceptions to Conveyance and Warranty:

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

200215 01991

20041194 07593

**EXHIBIT C**

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

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

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

THE FILLING STATION OF ADDISON, INC.  
BY: *Sam Y. Dorfman*  
SAM Y. DORFMAN, PRESIDENT

(Acknowledgment)

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


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

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

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF DALLAS

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

*James W. DeMik*  
  
Notary's commission expires:

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

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

200215 01992

2004 11 94 7594

**EXHIBIT C**

COUNTY CLERK, DALLAS COUNTY, TEXAS  
*E. J. [Signature]*



NOV 9 2000

Any question which arises under the laws, orders, or acts of the  
department shall directly become of force and effect in Texas and  
applicable under federal law.  
STATE OF TEXAS  
COUNTY OF DALLAS  
I hereby certify that instrument was filed on this date and that  
a correct copy has been returned to the party and  
that the same has been recorded in the public records of Dallas County, Texas as required  
by the laws of the State of Texas.  
Witness my hand and the seal of the County Clerk of Dallas County, Texas  
this 9th day of November, 2000.

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

200215 01993

200011 94 07595

96970 46 1500Z

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

04 OCT -7 PM 3:32

*Cynthia Figueroa Catham*



COUNTY CLERK  
DALLAS CO., TEXAS

# First American Title Insurance Company

084133 ○

OWNER POLICY OF TITLE INSURANCE

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

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

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

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

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



ATTEST

*Mark R. Arnesen*  
Secretary,

*First American Title Insurance Company*

BY *Gary L. Keruett* PRESIDENT

## EXCLUSIONS FROM COVERAGE

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

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

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

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

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

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

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

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

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

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

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

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

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

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

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

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

## 5. PROOF OF LOSS OR DAMAGE.

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

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

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

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

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

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

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

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

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

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

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

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

## 7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

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

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

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

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

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

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

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

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

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

## 8. APPORTIONMENT.

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

## 9. LIMITATION OF LIABILITY.

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

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

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

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

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

**11. LIABILITY NONCUMULATIVE.**

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

**12. PAYMENT OF LOSS.**

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

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

**13. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

(a) The Company's Right of Subrogation.

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

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

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

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

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

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

**14. ARBITRATION.**

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

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

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

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

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

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

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

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

**16. SEVERABILITY.**

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

**17. NOTICES, WHERE SENT.**

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

**COMPLAINT NOTICE.**

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

**Owner Policy**

**ISSUED BY:**

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



**First American Title  
Insurance Company**

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

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



**OWNER POLICY:**

1 POLICY NUMBER  
2 PROPERTY TYPE  
3 COUNTY

4 POLICY AMOUNT  
5 PREMIUM  
6 RATS CODE

7 EFFECTIVE DATE  
8 SURVEY AMENDMENT  
9 ADDITIONAL CHAINS

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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
02R05319 SJ7	10/07/2004 at 03:32 PM	\$ 30,000.00		084133 O

Schedule A

- Name of Insured:  
Town of Addison, Texas
- The estate or interest in the land that is covered by this policy is:  
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 0.023 acre, more or less, tract of land located in the Edward Cook Survey, Abstract No. 326, Town of Addison, Dallas County, Texas, and being more particularly described on Exhibit A attached hereto and made a part of for all purpose.

REPUBLIC TITLE OF TEXAS, INC.

Countersigned at DALLAS, TEXAS  
Republic Title of Texas, Inc.,

  
\_\_\_\_\_  
Patricia A. Sherman Bruce, Senior V.P.  
Authorized Countersignature

## Exhibit A

GF-Number 02R05319

Easements as set forth in the Easement Agreement, by and between Sultana K. Chanaa and Town of Addison, Texas dated 06/10/2003, filed 10/07/2004, in Volume 2004194, Page 7587, Deed Records of Dallas County, Texas, over the following described property:

Being a parcel of land out of a 0.69 acre tract of land located in the Edward Cook Survey, Abstract No. 326, in the Town of Addison, Dallas County, Texas, conveyed to Sultan K. Chanaa, by a deed now of record in Volume 2002215, Page 01991, of the Deed Records of Dallas County, Texas, and being Block 1, Lot 2 of the Sambuca II/Filling Station Addition, an addition to the Town of Addison, Texas, said parcel of land being more particularly described as follows:

BEGINNING at a point for a corner, said point being N 89 degrees 49 minutes 29 seconds W, 2.00 feet from the southeast corner of said 0.69 acre tract and N 89 degrees 49 minutes 29 seconds W, 12.00 feet from the northeast corner of a 0.774 acre tract of land conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of Deed Records of Dallas County, Texas, and said northeast corner of 0.744 acre tract being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said Beginning Point being N 00 degrees 49 minutes 02 seconds W, 149.31 feet from a found 1/2 iron rod in the south line of said 0.774 acre tract and also being the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of Deed Records of Dallas County, Texas;

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

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

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

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

Exhibit A (Continued)

GF-Number 02R05319

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.

**OWNER POLICY OF  
TITLE INSURANCE**

GF NO. OR FILE NO.  
02R05319 SJ7

DATE OF POLICY  
10/07/2004

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

>

POLICY NUMBER  
084133 0

**Schedule B  
EXCEPTIONS FROM COVERAGE**

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

1. [Intentionally Omitted]
2. ~~Any and all franchises, conditions or shortages in area of boundary lines, or any bank, bank notes, or promissory notes, or any other shipping or improvements.~~ Shortages in Area.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities:
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2004, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a. 24' mutual access easement as shown on Map recorded in Volume 94117, Page 6134, Map Records, Dallas County, Texas.
  - b. Terms, provisions and conditions set forth in the Easement Agreement, by and between Sultana K. Chanaa and Town of Addison, Texas dated 06/10/2003, filed 10/07/2004, in Volume 2004194, Page 7587, Deed Records of Dallas County, Texas.
  - c. Section 14 of the Conditions and Stipulations of this policy is hereby deleted.

**OWNER POLICY:**1 POLICY NUMBER  
2 PROPERTY TYPE  
3 COUNTY4 POLICY AMOUNT  
5 PREMIUM  
6 RATE CODE7 EFFECTIVE DATE  
8 SURVEY AMENDMENT  
9 ADDITIONAL CHARGES

084133 O	CI	113	30,000.00	404.00	1000	10/07/2004	60.60	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
02R05319 SJ7	10/07/2004 at 03:32 PM	\$ 30,000.00	>	084133 O

## Schedule A

- Name of insured:  
Town of Addison, Texas
- The estate or interest in the land that is covered by this policy is:  
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 0.023 acre, more or less, tract of land located in the Edward Cook Survey, Abstract No. 326, Town of Addison, Dallas County, Texas, and being more particularly described on Exhibit A attached hereto and made a part of for all purpose.

REPUBLIC TITLE OF TEXAS, INC.



Patricia A. Sherman Bruce, Senior V.P.

Authorized CounterSignature

 Countersigned at DALLAS, TEXAS  
 Republic Title of Texas, Inc.,

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

Page 1 of Sched. A

Owner Policy - Form prescribed by State Board of Insurance of Texas

## Exhibit A

GF-Number 02R05319

Easements as set forth in the Easement Agreement, by and between Sultana K. Chanaa and Town of Addison, Texas dated 06/10/2003, filed 10/07/2004, in Volume 2004194, Page 7587, Deed Records of Dallas County, Texas, over the following described property:

Being a parcel of land out of a 0.69 acre tract of land located in the Edward Cook Survey, Abstract No. 326, in the Town of Addison, Dallas County, Texas, conveyed to Sultan K. Chanaa, by a deed now of record in Volume 2002215, Page 01991, of the Deed Records of Dallas County, Texas, and being Block 1, Lot 2 of the Sambuca II/Filling Station Addition, an addition to the Town of Addison, Texas, said parcel of land being more particularly described as follows:

BEGINNING at a point for a corner, said point being N 89 degrees 49 minutes 29 seconds W, 2.00 feet from the southeast corner of said 0.69 acre tract and N 89 degrees 49 minutes 29 seconds W, 12.00 feet from the northeast corner of a 0.774 acre tract of land conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of Deed Records of Dallas County, Texas, and said northeast corner of 0.744 acre tract being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said Beginning Point being N 00 degrees 49 minutes 02 seconds W, 149.31 feet from a found 1/2 iron rod in the south line of said 0.774 acre tract and also being the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of Deed Records of Dallas County, Texas;

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

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

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

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

Exhibit A (Continued)

GF-Number 02R05319

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.

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

October 26, 2004

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

**RE: *Town of Addison v. Sultan K. Chanaa, et al.*; Cause No. CC04-09490-A  
Parcel 2 (Sultan Chanaa), Addison Widening of Road Project**

Dear Steve:

Enclosed for your records is a copy of the Order Granting Nonsuit in the above-referenced case. I have been advised that Special Commissioners were never appointed; therefore, this case should be closed. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

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



CAUSE NO. cc-04-09490-a

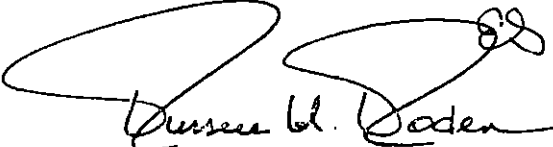
TOWN OF ADDISON, Plaintiff,	§	IN THE COUNTY COURT
	§	
v.	§	AT LAW NO. 1
	§	
SULTAN K. CHANAA, et al., Defendants.	§	TARRANT COUNTY, TEXAS

**ORDER GRANTING NONSUIT**

ON THIS DAY came on to be considered and reviewed the nonsuit motion of Plaintiff, Town of Addison and the motion is well taken and should be granted.

IT IS, THEREFORE, ORDERED, that the above action be and it is hereby dismissed without prejudice to Plaintiff's right to reinstitute it, that it be removed from the docket of the Court; and that all costs incurred be taxed against Plaintiff.

SIGNED this 10<sup>th</sup> day of October, 2004

  
Doreen W. Dodson  
JUDGE PRESIDING

**COWLES & THOMPSON**

A Professional Corporation

ATTORNEYS AND COUNSELORS



**FACSIMILE COVER PAGE**

Date: October 7, 2004

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

Total Number of Pages (including this sheet): 14

Normal/Rush: Normal

Client/Matter #: 3195/64818

TO: (1) Carolyn Burgette  
(2) Mike Murphy  
(3) Steve Chutchian

FAX: 972.450.7065  
FAX: 972.450.2837  
FAX: 972.450.2837

PHONE:  
PHONE:  
PHONE:

FROM: Angela K. Washington

Direct Dial #: (214) 672-2144

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

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

**Yolanda Rodriguez at (214) 672-2629**

Thank you.

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

**COWLES & THOMPSON**

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

October 7, 2004

**VIA FACSIMILE (972) 450-7065**

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

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

Dear Carolyn:

In connection with Parcel 2, Addison Widening of Road Project, enclosed are the following documents:

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

**Republic Title has scheduled Closing for next Monday, October 11, 2004.** Once the money has been forwarded to Republic Title, they will forward the purchase price to the Seller. Wiring instructions are enclosed. If we cannot meet the closing date, please let me know at your earliest convenience. Thank you for your assistance.

Sincerely,

Angela K. Washington

AKW/yjr  
Attachments

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



REPUBLIC TITLE OF TEXAS, INC.

DATE: 10/11/2004
GF NO: 02R05319 SJ7

PURCHASER'S STATEMENT

SALE FROM: SULTAN K. CHANAA
SALE TO: TOWN OF ADDISON
PROPERTY: 27 EMERALD II FILLING STATION (PT LT)
ADDRESS: ADDISON, ADDISON, TEXAS

PURCHASE PRICE: Per Agreement \$ 30,000.00

PLUS: CHARGES

- Filing Fee: \$
Escrow Fee: \$ 20.00
Fee to the Title Company: \$
Escrow Fee: \$ 300.00
Owner title policy: \$ 404.00
Survey amendment for owner title policy: \$ 60.60
DISCLOSURE REQUIRED BY ARTICLE 9.53, INSURANCE CODE
\$9.69 TO FIRST AMERICAN TITLE INSURANCE COMPANY
\$9.69 TO REPUBLIC TITLE OF TEXAS, INC.
DISCLOSURE INCLUDES TITLE PREMIUM PAID BY ALL PARTIES.
State of Texas Policy Guaranty Fee: \$ 1.00
Tax Service Co : DATA TRACE INFORMATION SERVICES: \$ 38.39

TOTAL CHARGES \$ 823.79

GROSS AMOUNT DUE BY PURCHASER \$ 30,823.79

LESS: CREDITS

- Multiple blank lines for listing credits.

TOTAL CREDITS \$ .00

BALANCE DUE BY PURCHASER \$ 30,823.79

Purchaser understands the Closing or Escrow Agent has assembled this statement representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or broker involved may be furnished a copy of this statement.

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

The undersigned hereby authorizes Closing or Escrow Agent to make adjustments 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: [Signature Line] ADDRESS: [Signature Line]
When Payment on existing loan 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 account balance from the lender.

**SIGNATURE ADDENDUM  
TO PURCHASER'S CLOSING STATEMENT  
OF NO. 02801319 SJ7**

**Seller: SULTAN K. CHARRA**

**Purchaser: Town of Addison**

**Property: Being a 0.029 acre, more or less, tract of land located in  
Edward Cook Survey, Abstract No. 316, Town of Addison, Dallas County, Texas**

---

Town of Addison

By: Lea Dunn

Printed Name: LEA DUNN

Printed Title: Deputy City Manager

## EASEMENT AGREEMENT

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

### WITNESSETH:

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

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

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

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Sultan K. Chanaa and the Town of Addison agree as follows:

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

2. **Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Thirty Thousand and No/100 dollars (\$30,000.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in the Warranty Deed attached as Exhibit C, save and except the Easement Property.

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

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

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

**B. Grantor acknowledges and agrees as follows:**

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

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

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

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

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

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

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

**8. Governing Law; Venue.** In the event of any action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas govern the validity, construction, enforcement and

interpretation of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

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

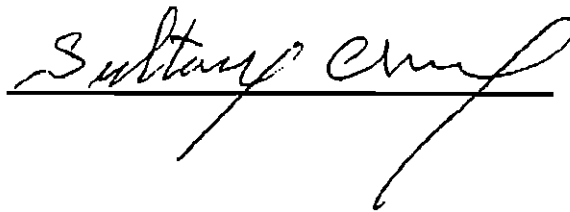
10. **Authority.** The undersigned are the properly authorized officials or persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly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

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

Executed this 10 day of June, 2003

**GRANTOR:**

Sultan K. Chanaa

  
\_\_\_\_\_

Executed this 23 day of June, 2003

**TOWN OF ADDISON**

By:

  
\_\_\_\_\_  
Ron Whitehead, City Manager



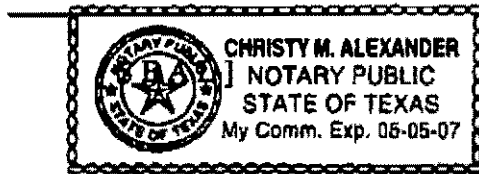
STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 10 day of June, 2003, personally appeared Sultan K. Chanaa, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

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

MY COMMISSION EXPIRES:



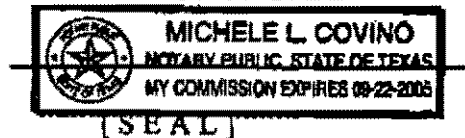
STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 23 day of June, 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:



**EXHIBIT A**

**TOWN OF ADDISON, TEXAS  
FIELD NOTE DESCRIPTION  
FOR  
ADDISON ROAD PARKWAY EASEMENT**

**SULTAN K. CHANAA**

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

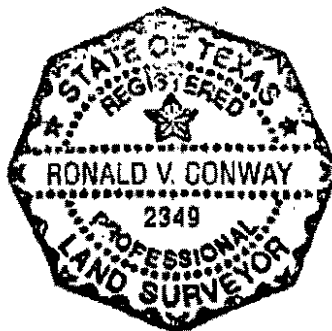
BEGINNING at a point for a corner, said point being N 89°49'29" W, 2.00 feet from the southeast corner of said 0.69 acre tract and N 89°49'29" W, 12.00 feet from the northeast corner of a 0.774 acre tract of land conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, and said northeast corner of 0.744 acre tract being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said Beginning Point being N 00° 49'02" W, 149.31 feet from a found 1/2 iron rod in the south line of said 0.774 acre tract and also being the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of the Deed Records of Dallas County, Texas;

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

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

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

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



*Ronald V. Conway*  
5/13/02

EXHIBIT B

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

5/8" I.R.F.

5/8" I.R.F.  
W/DC#A

EDWARD COOK SURVEY  
ABST. NO. 326

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

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

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

5/8" I.R.F.  
W/DC#A

2' STREET DECATION  
TO TOWN OF ADDISON

1,018.59 SQ. FT.  
0.023 ACRES

OLD LOT LINE

S 89°29'00" E  
8.00'

N 00°13'00" E - 127.35'

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

S 00°13'00" W - 127.30'

SAULS JAMES E  
VOL. 77153, PG. 1028

PROPOSED 8'  
PARKWAY EASEMENT

1/2" IRF

N 89°49'29" W  
8.00'

N 00°49'02" W - 149.31'  
(REFERENCE BEARING)

N 89°49'29" W  
12.00'

N 89°49'29" W  
2.00'

POINT OF  
BEGINNING

ADDISON

ROAD

12' STREET DECATION  
TO TOWN OF ADDISON

1/2" IRF

"X" IN CONC.

SCALE: 1"=60'

ADDISON CAR CARE ADDITION  
VOL. 87111, PG. 0286

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

5211 ADDISON ROAD  
JOINT VENTURE  
VOL. 96156, PG. 4963  
LOT 2, BLOCK II

"X" IN  
CONC.



*Ronald V. Conway*  
5/2/02

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

BERKHOFF, HENDRICKS & CONWAY, LLP,  
CONSULTING ENGINEERS  
251 Grand Ave., Ste. 250  
Dallas, Texas  
(214) 341-7000

MAY 2002  
PLAT 3W

P:\PROJECTS\ADDISON\98143\PLAT3W.DWG

SCALE: 1"=60'

05/13/02 R.V.

OCT-07-2004 04:14

COLES & THOMPSON

2146722020

P.10/14

**EXHIBIT C**

223)  
Prepared by the State Bar of Texas for use by lawyers only.  
Revised 10-03: 4-93  
©1993 by the State Bar of Texas

**WARRANTY DEED WITH VENDOR'S LIEN**

**1107535**

Date: October 26, 2000 11/03/00 EMI/SZ 011.00  
led

Case Number: DA00090761

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

Grantor's Mailing Address (including county): 5445 Le Sierra, #200  
Dallas, Texas 75233  
(Dallas County)

Grantee: SULTAN K. CHANAA, an individual

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

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

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

Property (including any improvements):

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

Reservations from and Exceptions to Conveyance and Warranty:

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

200215 01991

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

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

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

THE FILLING STATION OF ADDISON, INC.

BY: [Signature]  
SAM Y. DORFMAN, PRESIDENT

(Acknowledgment)

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2000, by seller's name \_\_\_\_\_ and co-signer's name \_\_\_\_\_.

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

Notary's commission expires: \_\_\_\_\_

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on the 28th day of October, 2000, by SAM Y. DORFMAN, PRESIDENT, of THE FILLING STATION OF ADDISON, INC., a Texas corporation, on behalf of said corporation.

[Signature]  
JAMES W. DABLIK  
Notary Public, State of Texas  
Comm. Expires 10/28/03 (printed): \_\_\_\_\_

Notary's commission expires: \_\_\_\_\_

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

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

OCT-07-2004 04:14

COWLES & THOMPSON

2146722020 P.13/14

**EXHIBIT C**

*E. J. [Signature]*  
COUNTY CLERK, DADE COUNTY, FLORIDA



NOV 9 2004

DADE COUNTY, FLORIDA  
COUNTY CLERK  
2004 NOV 9 PM 1:00  
FILED

DADE COUNTY  
COUNTY CLERK  
2004 NOV 9 PM 1:00  
FILED

2004 11 09 10 51 AM

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

WIRING INSTRUCTIONS

REGIONS BANK - DALLAS, TEXAS

ABA # 062005690

TO CREDIT REPUBLIC TITLE OF TEXAS, INC.

ESCROW ACCOUNT - UPTOWN

ACCOUNT # 83 0933 4238

\*\*CF# 02R05319 SJ7

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

REFERENCE: Filing Station

**\*\*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*

**COWLES & THOMPSON**

A Professional Corporation

ATTORNEYS AND COUNSELORS

**FACSIMILE COVER PAGE**Date: October 7, 2004

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

Total Number of Pages (including this sheet): 14Normal/Rush: NormalClient/Matter #: 3195/64818

TO:	(1) Carolyn Burgette	FAX: 972.450.7065	PHONE:
	(2) Mike Murphy	FAX: 972.450.2837	PHONE:
	(3) Steve Chutchian	FAX: 972.450.2837	PHONE:

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

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

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

Yolanda Rodriguez at (214) 672-2629

Thank you.

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



**COWLES & THOMPSON**

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

October 7, 2004

**VIA FACSIMILE (972) 450-7065**

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

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

Dear Carolyn:

In connection with Parcel 2, Addison Widening of Road Project, enclosed are the following documents:

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

**Republic Title has scheduled Closing for next Monday, October 11, 2004.** Once the money has been forwarded to Republic Title, they will forward the purchase price to the Seller. Wiring instructions are enclosed. If we cannot meet the closing date, please let me know at your earliest convenience. Thank you for your assistance.

Sincerely,

Angela K. Washington

AKW/yjr  
Attachments

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



REPUBLIC TITLE OF TEXAS, INC.

DATE: 10/11/2004
OF NO: 02R05313 ST7

PURCHASER'S STATEMENT

SALE FROM: SULTAN K. CHANAA
SALE TO: TOWN OF ADDISON
PROPERTY: 2/ SAMBUCA II BILLING STATION (PT LT)
ADDRESS: ADDISON, ADDISON, TEXAS

PURCHASE PRICE: Per Agreement \$ 30,000.00

PLUS: CHARGES

Table listing various charges: Filing fees, Escrow fees, Survey amendment, Disclosure required by Article 9.53, State of Texas Policy Guaranty Fee, Tax Service to: DATA TRACE INFORMATION SERVICES.

TOTAL CHARGES \$ 423.79
GROSS AMOUNT DUE BY PURCHASER \$ 30,423.79

LESS: CREDITS

Table for listing credits, currently empty.

TOTAL CREDITS \$ .00
BALANCE DUE BY PURCHASER \$ 30,423.79

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 broker involved may be furnished a copy of this Statement.
Purchaser understands that tax and insurance provisions and payments 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.

CLOSING OR ESCROW AGENT

ADDRESS

When payment on existing loans is shown 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 permit release from the lender(s).

**SIGNATURE ADDENDUM  
TO PURCHASER'S CLOSING STATEMENT  
OF NO. 02R03118 517**

Seller: SULTAN X. CHARAA

Purchaser: Town of Addison

Property: Being a 0.023 acre, more or less, tract of land located in  
Edward Cook Survey, Abstract No. 376, Town of Addison, Dallas County, Texas

---

Town of Addison

By: Lea Dunn

Printed Name: LEA DUNN

Printed Title: Deputy City Manager

## EASEMENT AGREEMENT

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

### WITNESSETH:

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

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

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

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Sultan K. Chanaa and the Town of Addison agree as follows:

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

2. **Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Thirty Thousand and No/100 dollars (\$30,000.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in the Warranty Deed attached as Exhibit C, save and except the Easement Property.

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

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

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

**B. Grantor acknowledges and agrees as follows:**

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

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

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

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

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

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

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

8. **Governing Law; Venue.** In the event of any action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas govern the validity, construction, enforcement and

interpretation of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

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

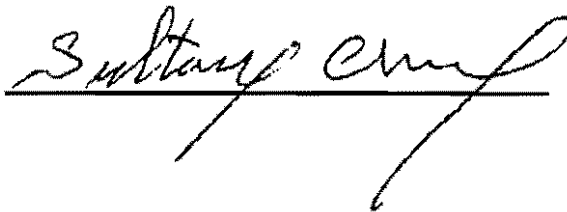
10. **Authority.** The undersigned are the properly authorized officials or persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly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

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

Executed this 10 day of June, 2003


**GRANTOR:**

Sultan K. Chanaa

  
\_\_\_\_\_

Executed this 23 day of June, 2003

**TOWN OF ADDISON**

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

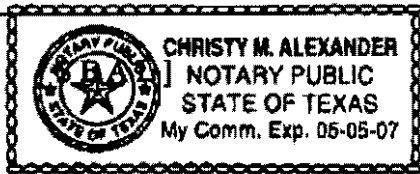
STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 10 day of June, 2003, personally appeared Sultan K. Chanaa, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

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

MY COMMISSION EXPIRES:



STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 23 day of June, 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:



[SEAL]

**EXHIBIT A**

**TOWN OF ADDISON, TEXAS**

**FIELD NOTE DESCRIPTION  
FOR  
ADDISON ROAD PARKWAY EASEMENT**

**SULTAN K. CHANAA**

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

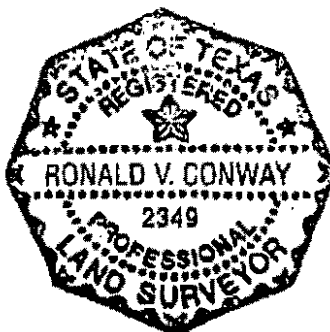
BEGINNING at a point for a corner, said point being N 89°49'29" W, 2.00 feet from the southeast corner of said 0.69 acre tract and N 89°49'29" W, 12.00 feet from the northeast corner of a 0.774 acre tract of land conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, and said northeast corner of 0.744 acre tract being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said Beginning Point being N 00° 49'02" W, 149.31 feet from a found 1/2 iron rod in the south line of said 0.774 acre tract and also being the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of the Deed Records of Dallas County, Texas;

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

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

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

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



*Ronald V. Conway*  
5/13/02



EXHIBIT B

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

5/8" I.R.F.

5/8" I.R.F.  
W/DC&A

EDWARD COOK SURVEY  
ABST. NO. 326

SCALE: 1"=60'

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

ADDISON CAR CARE ADDITION  
VOL. 87111, PG. 0286

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

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

5/8" I.R.F.  
W/DC&A

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

15211 ADDISON ROAD  
JOINT VENTURE  
VOL. 96156, PG. 4963  
LOT 2, BLOCK 11

SAULS JAMES E  
VOL. 77153, PG. 1028

2' STREET DECATION  
TD TOWN OF ADDISON

OLD LOT LINE

PROPOSED 8'  
PARKWAY EASEMENT

1,018.59 SQ. FT.  
0.023 ACRES

S 89°29'00" E  
8.00'

1/2" IRF

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

N 00°13'00" E - 127.35'

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

N 89°49'29" W  
12.00'

ADDISON

ROAD

12' STREET DECATION  
TO TOWN OF ADDISON

"X" IN  
CONC.

N 89°49'29" W  
2.00'

POINT OF  
BEGINNING

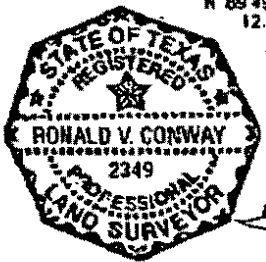
1/2" IRF

"X" IN  
CONC.

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

BARHOFF, FENDRICKS & CONWAY, L.L.P.  
CONSULTING ENGINEERS  
503 Commerce Blvd., Ste. 700  
Dallas, Texas  
(214) 351-7000

MAY 2002  
PLAT 3W



*Ronald V. Conway*  
5/10/02

M:\PROJECTS\ADDISON\98143\PLAT\ADD-PLAT3W.DWG  
GARTNER-PLANO COMPANY  
VOL. 91248, PG. 3622

05/13/02 B.J. SCALE: 1"=60'

OCT-07-2004 04:16

COALES & THOMPSON

2146722020 P.10/14

**EXHIBIT C**

213)

Prepared by the State Bar of Texas for use by lawyers only.  
 Revised 10-01-4-93  
 \*198 up on State Bar of Texas

**WARRANTY DEED WITH VENDOR'S LIEN****1187535**

Date: October 26, 2000

11/02/00 20132 011.00  
Leaf

Case Number: DA00090261

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

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

Grantee: SULTAN K. CHANAA, an individual

Grantee's Mailing Address (including county): 10428 Barrywood Drive  
 Dallas, Texas 75220  
 (Dallas County)

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

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

Property (including any improvements):

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

Reservations from and Exceptions to Conveyance and Warranty:

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

20215 01991

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

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

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

THE FILLING STATION OF ADDISON, INC.

BY: [Signature]  
SAM Y. DORFMAN, PRESIDENT

(Acknowledgment)

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

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

Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on the 21st day of October, 2000, by SAM Y. DORFMAN, PRESIDENT, of THE FILLING STATION OF ADDISON, INC.  
a Texas corporation, on behalf of said corporation.



Notary's commission expires:

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

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

OCT-07-2004 04:17

COWLES & THOMPSON

2146722020 P.13/14

**EXHIBIT C**

COOK COUNTY CLERK, DAVID B. WILSON  
*David Wilson*



NOV 9 2004

COOK COUNTY CLERK, DAVID B. WILSON  
STATE OF ILLINOIS  
COOK COUNTY CLERK, DAVID B. WILSON  
COOK COUNTY CLERK, DAVID B. WILSON  
COOK COUNTY CLERK, DAVID B. WILSON

DAVID B. WILSON  
COOK COUNTY CLERK  
NOV 9 2004  
FILED

36910 01993

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

WIRING INSTRUCTIONS

REGIONS BANK - DALLAS, TEXAS

ABA # 062005690

TO CREDIT REPUBLIC TITLE OF TEXAS, INC.

ESCROW ACCOUNT - UPTOWN

ACCOUNT # 83 0933 4238

\*\*GF# 02R05319 SJ7

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

REFERENCE: Filing Station

**\*\*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 Title Title Insurance Company of California*

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



## FACSIMILE COVER PAGE

Date: October 7, 2004

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

Total Number of Pages (including this sheet): 4

Normal/Rush: Normal

Client/Matter #: 3195/64818

TO:	(1) Patricia Sherman Bruce	FAX: 214.855.8848	PHONE:
	(2) Mike Murphy	FAX: 972.450.2837	PHONE:
	(3) Steve Chutchian	FAX: 972.450.2837	PHONE:

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

MESSAGE: GF No. 02R05319/SJ7 - Parcel 2 (Sultan Chanaa)

**IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,  
PLEASE CALL OUR SERVICE CENTER  
AT (214) 672-2508  
or Yolanda Rodriguez at (214) 672-2629  
Thank you.**

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

**COWLES & THOMPSON**

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

October 7, 2004

**VIA FACSIMILE (214) 855-8848**

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

**RE: Parcel 2 (Sultan Chanaa) - Addison Widening of Road Project  
Your GF No. 02R05319/SJ7**

Dear Patricia:

Enclosed in connection with the above-referenced transaction is the executed Purchaser's Statement. I will send the original to you by mail. As we discussed, the funds will be transferred on Tuesday, October 12, 2004, since the banks are closed on Monday. Thank you for your assistance.

Sincerely,

Angela K. Washington

AKW/yjr  
Attachment

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

DALLAS TYLER

DocuSign #: 1120041

901 MAIN STREET SUITE 1000 DALLAS, TEXAS 75202-3793  
TEL 214.672.2000 FAX 214.672.2020  
WWW.COWLESTHOMPSON.COM



REPUBLIC TITLE OF TEXAS, INC.

DATE: 10/11/2004
OF NO: 02R05319 SJ7

PURCHASER'S STATEMENT

SALE FROM: SULTAN K. CHANAA
SALE TO: TOWN OF ADDISON
PROPERTY: 3/ BANBUCA II FILLING STATION (PT L/1)
ADDRESS: ADDISON, ADDISON, TEXAS

PURCHASE PRICE: Per Agreement \$ 30,000.00

PLUS: CHARGES

Table listing various charges: Filing Fees, Escheat, Fees to the Title Company, Escrow Fee, Owner title policy, Survey amendment for owner title policy, DISCLOSURE REQUIRED BY ARTICLE 9.51, INSURANCE CODE, 68.69 TO FIRST AMERICAN TITLE INSURANCE COMPANY, 394.91 TO REPUBLIC TITLE OF TEXAS, INC., DISCLOSURE INCLUDES TITLE PREMIUMS PAID BY ALL PARTIES, State of Texas Policy Guaranty Fee, Tax Service to: DATA TRACE INFORMATION SERVICES.

TOTAL CHARGES \$ 823.79
GROSS AMOUNT DUE BY PURCHASER \$ 30,823.79

LESS: CREDITS

Table for listing credits, currently empty.

TOTAL CREDITS \$ .00
BALANCE DUE BY PURCHASER \$ 30,823.79

Purchaser understands the Closing or Escrow Agent has furnished this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or broker involved may be furnished a copy of this Statement.

Purchaser understands that tax and insurance premiums 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 adjustments as shown above and agrees to pay therefor. 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.

CLOSING OR ESCROW AGENT

ADDRESS

\*New interest on existing loans is figured to the date hereof. 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.



SIGNATURE ADDENDUM  
TO PURCHASER'S CLOSING STATEMENT  
OF NO. 0285112 67

Seller: SULTAN E. CHARRA

Purchaser: Town of Addison

Property: Being a 0.023 acre, more or less, tract of land located in  
Edward Cook Survey, Abstract No. 326, Town of Addison, Dallas County, Texas

---

Town of Addison

By: Lea Dunn

Printed Name: LEA DUNN

Printed Title: Deputy City Manager

**COWLES & THOMPSON**

A Professional Corporation

ATTORNEYS AND COUNSELORS



## FACSIMILE COVER PAGE

Date: October 7, 2004

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

Total Number of Pages (including this sheet): 4Normal/Rush: NormalClient/Matter #: 3195/64818

TO:	(1) Patricia Sherman Bruce	FAX: 214.855.8848	PHONE:
	(2) Mike Murphy	FAX: 972.450.2837	PHONE:
	(3) Steve Chutchian	FAX: 972.450.2837	PHONE:

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

MESSAGE: GF No. 02R05319/SJ7 - Parcel 2 (Sultan Chanaa)

**IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,  
PLEASE CALL OUR SERVICE CENTER  
AT (214) 672-2508  
or Yolanda Rodriguez at (214) 672-2629  
Thank you.**

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

**COWLES & THOMPSON**

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

October 7, 2004

**VIA FACSIMILE (214) 855-8848**

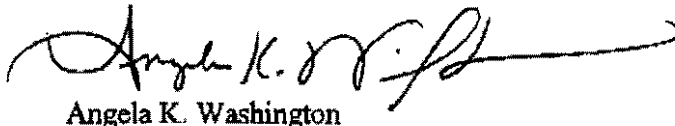
Ms. Patricia A. Sherman Bruce, Esq.  
Vice President  
Republic Title of Texas, Inc.  
2626 Howell Street, 10th Floor  
Dallas, TX 75204-4064

**RE: Parcel 2 (Sultan Chanaa) - Addison Widening of Road Project  
Your GF No. 02R05319/SJ7**

Dear Patricia:

Enclosed in connection with the above-referenced transaction is the executed Purchaser's Statement. I will send the original to you by mail. As we discussed, the funds will be transferred on Tuesday, October 12, 2004, since the banks are closed on Monday. Thank you for your assistance.

Sincerely,



Angela K. Washington

AKW/yjr  
Attachment

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



REPUBLIC TITLE OF TEXAS, INC.

DATE: 10/11/2004
GP NO: 02R05333 SJ7

PURCHASER'S STATEMENT

SALE FROM: SULTAN K. CHANAA
SALE TO: TOWN OF ADDISON
PROPERTY: 37 SANGUCA II FILLING STATION (PT 1/2)
ADDRESS: ADDISON, ADDISON, TEXAS

PURCHASE PRICE: Per Agreement \$ 30,000.00

PLUS: CHARGES

Table listing various charges: Filing Fees (Assessment \$20.00, Escrow Fee \$100.00, Owner title policy \$404.00, Survey amendment for owner title policy \$60.60, DISCLOSURE REQUIRED BY ARTICLE 9.53, INSURANCE CODE \$68.69 TO FIRST AMERICAN TITLE INSURANCE COMPANY, 394.91 TO REPUBLIC TITLE OF TEXAS, INC., DISCLOSURE INCLUDES TITLE PREMIUMS PAID BY ALL PARTIES, State of Texas Policy Guaranty Fee \$1.00, Tax Service to: DATA TRACE INFORMATION SERVICES \$38.19

TOTAL CHARGES \$ 833.79
GROSS AMOUNT DUE BY PURCHASER \$ 30,833.79

LESS: CREDITS

TOTAL CREDITS \$ .00
BALANCE DUE BY PURCHASER \$ 30,833.79

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 broker involved may be furnished a copy of this Statement.

Purchaser understands that tax and insurance provisions and covenants were based on figures for the preceding year or supplied by whom or estimate 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 repurchases and disbursements as shown above and approve same for payment. The undersigned also releases/indges 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.

CLOSING OR ESCROW AGENT

ADDRESS

\*Note: Interest on existing loans is accrued to the date hereof. If not paid by them, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the Bankable.

**SIGNATURE ADDENDUM  
TO PURCHASER'S CLOSING STATEMENT  
OF NO. 02801119 EJ**

**Seller: SULTAN K. CHASIA**

**Purchaser: Town of Addison**

**Property: Being a 0.023 acre, more or less, tract of land located in  
Edward Cook Survey, Abstract No. 326, Town of Addison, Dallas County, Texas**

---

Town of Addison

By: Lea Dunn

Printed Name: LEA DUNN

Printed Title: Deputy City Manager

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

August 17, 2004

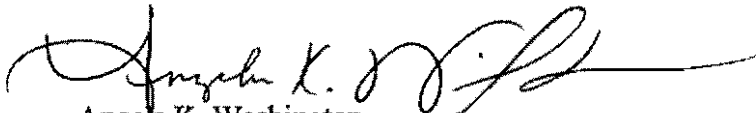
Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: *Town of Addison v. Sultan K. Chanaa, et al.***  
**Cause No. CC04-09490-A**  
**Parcel 2, Addison Widening of Road Project**

Dear Steve:

As we discussed, a condemnation action has been filed in connection with the above-referenced property. A copy of the petition is enclosed for your files. If you have any questions, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr  
Enclosure

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

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

July 30, 2004

**VIA FACSIMILE (214) 698-2121**

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

**Re: 15201 Addison Road, Addison, Texas  
Sultan K. Chanaa**

Dear Mr. Scroggins:

Your client, Sultan K. Chanaa, is the record owner of the above-referenced property. On October 16, 2002, I forwarded to Mr. Chanaa the Town's offer to purchase the property for the appraised value of \$23,460. On October 22, 2002, the City Council of the Town of Addison authorized condemnation of a portion of the property to obtain an easement interest (the "property interest"). A copy of the condemnation resolution is attached. Subsequently, the Town negotiated with Mr. Chanaa and agreed, among other things, to pay \$30,000 for the property interest. As you are aware, Mr. Chanaa and the Town entered into an Easement Agreement in June 2003, providing for the purchase of the property for \$30,000, and providing other conditions, as agreed upon by the parties. Since that time, and as you are well aware, the Town has been unsuccessfully trying to close this transaction.

Because time is now of the essence and we must obtain possession of the property in order to avoid construction delays, we will be filing an action in condemnation within 10 days from the date of this letter, unless the transaction is closed within that time period. While the Town is still willing to honor the Agreement and purchase the property interest for \$30,000 (which constitutes the Town's final offer for the purchase of the property interest), if it is necessary for the Town to file a condemnation action, the Town will be seeking to obtain the property interest for the appraised value of \$23,460 with no mandatory conditions.

Should filing of the petition become necessary, please let me know if you are willing to waive service of citation. Thank you for your attention to this matter.

Sincerely,

Angela K. Washington

AKW/yjr  
Attachment

c w/o attachment: ✓ Mike Murphy, w/Town of Addison  
Steve Chutchian, w/Town of Addison  
Douglas H. Conner, Boyle & Lowry, P.C.  
Kenneth C. Dippel, w/firm

DALLAS TYLER

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

# COWLES & THOMPSON

A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

August 17, 2004

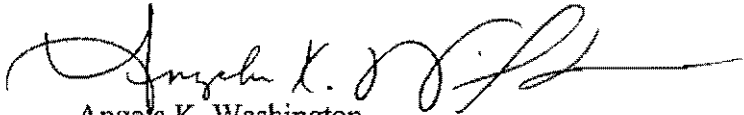
Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: *Town of Addison v. Sultan K. Chanaa, et al.***  
**Cause No. CC04-09490-A**  
**Parcel 2, Addison Widening of Road Project**

Dear Steve:

As we discussed, a condemnation action has been filed in connection with the above-referenced property. A copy of the petition is enclosed for your files. If you have any questions, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr  
Enclosure

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



CAUSE NO. CC04 - 04490A

2004 AUG 16 PM 2:36

TOWN OF ADDISON

§  
§  
§  
§  
§

IN THE COUNTY COURT

V.

AT LAW NUMBER 1

SULTAN K. CHANAA, ET AL.

DALLAS COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION IN CONDEMNATION**

**TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW the Town of Addison, hereinafter referred to as Plaintiff, having by law the right of eminent domain and power of condemnation, acting herein by and through its duly elected City Council (the "Council"), for and on behalf of the Town of Addison, complaining herein of Sultan K. Chanaa, The Filling Station of Addison, Inc., and James W. DeMik, Trustee, hereinafter referred to as Defendants; and for cause of action Plaintiff respectfully represents to the Court as follows:

**I.**

The Plaintiff, Town of Addison, a municipal corporation, has determined that the public necessity requires that certain land should be acquired from the Defendants herein.

**II.**

The Defendants are owners or claimants of some interest in the property being acquired who have been identified by diligent search by Plaintiff. Their respective addresses for service of process are:

Sultan K. Chanaa  
19009 Preston Road  
Suite 209  
Dallas, Texas 75252

The Filling Station of Addison, Inc.  
c/o Dr. Sam Y. Dorfman, President  
14204 Hughes Lane  
Dallas, Texas 75254

James W. DeMik, Trustee  
8001 LBJ Freeway  
Dallas, TX 75251

Dallas County, Texas  
Earl Bullock, County Clerk  
Records Building, 2<sup>nd</sup> Floor  
Dallas, TX 75202

Dallas Independent School District  
3700 Ross Avenue  
Dallas, TX 75204

### III.

The public purpose of the acquisition is for the construction of a parkway in connection with the construction, realignment and extension of a public street, to wit Addison Road.

### IV.

The Addison City Council has by resolution determined that an easement is necessary for the construction of a parkway in connection with the construction, realignment and extension of the above-specified new street project. The easement to be acquired in the land will be used for such purposes as specified herein.

### V.

Plaintiff is entitled to condemn an easement in, over, and across such land for said purposes and asks that it be condemned for such purposes.

### VI.

The easement being acquired is described in Exhibit B, attached hereto and made a part of this petition for all purposes.

## VII.

Plaintiff would show, that through its duly authorized agents, it made bona fide attempts to purchase the required property from the defendant owners, that Plaintiff offered the fee owner fair market value as compensation for the property to be acquired, including damages to the remainder, if any, and that the parties have been unable to agree upon the sums to be paid for the purchase of this land or damages occasioned by the acquisition of the land and improvements, if any, and asks that special commissioners be appointed as provided by law to assess all amounts due to Defendants for the part taken and damages, if any.

## VIII.

Plaintiff has named all known record owners of the land to be condemned. Plaintiff reserves the right to add additional parties if such interests should later appear.

## IX.

On October 22, 2002, the City Council of the Town of Addison passed a resolution declaring that public convenience and necessity require that the property described in Exhibit A be acquired for the public purpose of constructing a parkway in connection with the realignment and extension of a public street, to wit Addison Road. The resolution further authorized the filing of the condemnation suit on behalf of the Plaintiff as provided by law.

**WHEREFORE, PREMISES CONSIDERED,** Plaintiff prays that Special Commissioners be appointed to determine the compensation to be awarded to the Defendants, that a hearing be held after the parties are properly noticed and the Commissioners render an award to be filed with the Court, that writ of possession issue to Plaintiff and that upon final trial Plaintiff be awarded a judgment granting an easement in, over, and across the land described in

Exhibit B, in the Town of Addison, and that fair market compensation including damages, if any, be awarded to Defendants.

Plaintiff further prays for costs of court and for such other and further relief, both general and special, as Plaintiff may be entitled to receive.

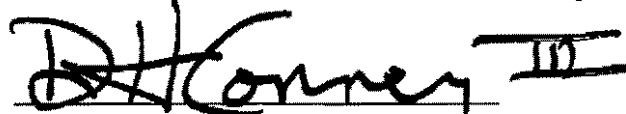
Respectfully submitted,

**COWLES & THOMPSON, P.C.**  
901 Main Street, Suite 4000  
Dallas, Texas 75202  
(214) 672-2000  
Fax: (214) 672-2020

**Ken C. Dippel**  
City Attorney for Town of Addison  
State Bar No. 05893000  
**Angela K. Washington**  
Assistant City Attorney for Town of Addison  
State Bar No. 20897155

**LAW OFFICES OF BOYLE & LOWRY, P.C.**

By:



**Douglas H. Conner**  
State Bar No. 04694000  
4301 Wingren, Suite 108  
Irving, Texas 75062  
(972) 650-7100  
Fax: (972) 650-7105

**TRIAL ATTORNEY FOR PLAINTIFF  
TOWN OF ADDISON, TEXAS**

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. R02-094**

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

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

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

**"PROPERTY":** The area described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof for all purposes.

**"PROPERTY INTERESTS":** Parkway easement in, over, and across the land described in Exhibit "A" and depicted on Exhibit "B".

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

**"OFFER AMOUNT":** Twenty-three Thousand Four Hundred Sixty and No/100 Dollars (\$23,460.00).

**"OWNERS":** Sultan K. Chanaa

**"LIENHOLDERS":** The Filling Station of Addison, Inc.  
James W. DeMik, Trustee

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

**SECTION 3.** That the **PROPERTY** is hereby determined to be necessary for the **PROJECT**. That for the purpose of acquiring the **PROPERTY INTERESTS** in, over, and across the **PROPERTY**, the City Manager, or such employee as he may designate, is hereby authorized and directed to offer the **OFFER AMOUNT** as payment for the

PROPERTY to be acquired and full damages allowable by law, which amount represents its fair cash market value.

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

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

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

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

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

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

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

PASSED AND APPROVED this the 22<sup>nd</sup> day of October, 2002.



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

ATTEST:



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

APPROVED AS TO FORM:



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

TOWN OF ADDISON, TEXAS

FIELD NOTE DESCRIPTION  
FOR  
ADDISON ROAD PARKWAY EASEMENT

SULTAN K. CHANAA

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

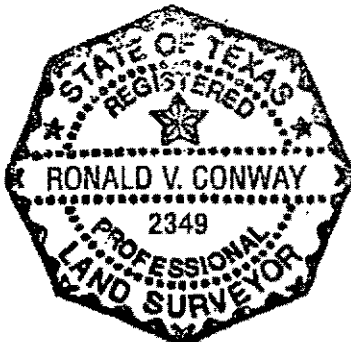
BEGINNING at a point for a corner, said point being N 89°49'29" W, 2.00 feet from the southeast corner of said 0.69 acre tract and N 89°49'29" W, 12.00 feet from the northeast corner of a 0.774 acre tract of land conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, and said northeast corner of 0.744 acre tract being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said Beginning Point being N 00° 49'02" W, 149.31 feet from a found 1/2 iron rod in the south line of said 0.774 acre tract and also being the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of the Deed Records of Dallas County, Texas;

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

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

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

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



*Ronald V. Conway*  
5/13/02



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

5/8" I.R.F.

5/8" I.R.F.  
W/DC&A

EDWARD COOK SURVEY  
ABST. NO. 326

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

SCALE: 1"=80'

ADDISON CAR CARE ADDITION  
VOL. 87111, PG. 0286

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

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

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

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

SAULS JAMES E  
VOL. 77153, PG. 1028

5/8" I.R.F.  
W/DC&A

2' STREET DECATION  
TO TOWN OF ADDISON

OLD LOT LINE

1,018.58 SQ. FT.  
0.023 ACRES

S 88°29'00" E  
8.00'

N 00°13'00" E - 127.35'

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

1/2" IRF

GARTNER-PLANO COMPANY  
VOL. 91248, PG. 3622

PROPOSED 8'  
PARKWAY EASEMENT

N 89°49'29" W  
8.00'

N 00°49'00" W - 149.31'  
(REFERENCE BEARING)

N 89°49'29" W  
12.00'

N 89°49'29" W  
2.00'

ADDISON ROAD

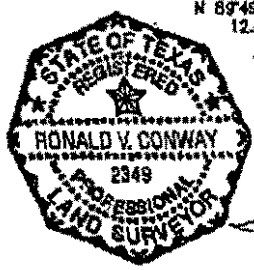
12' STREET DECATION  
TO TOWN OF ADDISON

X" IN  
CONC.

POINT OF  
BEGINNING

1/2" IRF

X" IN CONC.



*Ronald V. Conway*  
5/12/02

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

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.  
 CONSULTING ENGINEERS  
 7402 Greenway Ave., Ste. 150  
 Dallas, Texas

MAY 20 2004

TOWN OF ADDISON - TOWN HALL

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

August 10, 2004

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

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

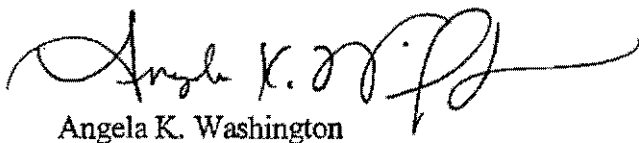
Dear Doug:

Pursuant to our conversation and your follow-up e-mail, enclosed for filing with the petition are the following documents:

1. Copy of Resolution; and
2. Field Notes and Survey Depiction.

I have contacted Steve Chutchian regarding the name of the tenant. Once I hear back from Steve, I will contact you. Thank you for your assistance and let me know if you need anything further from me.

Sincerely,



Angela K. Washington

AKW/yjr  
Enclosures

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

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

July 30, 2004

*VIA FACSIMILE (214) 698-2121*

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

**Re: 15201 Addison Road, Addison, Texas  
Sultan K. Chanaa**

Dear Mr. Scroggins:

Your client, Sultan K. Chanaa, is the record owner of the above-referenced property. On October 16, 2002, I forwarded to Mr. Chanaa the Town's offer to purchase the property for the appraised value of \$23,460. On October 22, 2002, the City Council of the Town of Addison authorized condemnation of a portion of the property to obtain an easement interest (the "property interest"). A copy of the condemnation resolution is attached. Subsequently, the Town negotiated with Mr. Chanaa and agreed, among other things, to pay \$30,000 for the property interest. As you are aware, Mr. Chanaa and the Town entered into an Easement Agreement in June 2003, providing for the purchase of the property for \$30,000, and providing other conditions, as agreed upon by the parties. Since that time, and as you are well aware, the Town has been unsuccessfully trying to close this transaction.

Because time is now of the essence and we must obtain possession of the property in order to avoid construction delays, we will be filing an action in condemnation within 10 days from the date of this letter, unless the transaction is closed within that time period. While the Town is still willing to honor the Agreement and purchase the property interest for \$30,000 (which constitutes the Town's final offer for the purchase of the property interest), if it is necessary for the Town to file a condemnation action, the Town will be seeking to obtain the property interest for the appraised value of \$23,460 with no mandatory conditions.

Should filing of the petition become necessary, please let me know if you are willing to waive service of citation. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela K. Washington".

Angela K. Washington

AKW/yjr  
Attachment

c w/o attachment: Mike Murphy, w/Town of Addison  
✓ Steve Chutchian, w/Town of Addison  
Douglas H. Conner, Boyle & Lowry, P.C.  
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

DALLAS TYLER

## Steve Chutchian

---

**From:** David Wilde  
**Sent:** Wednesday, July 28, 2004 11:35 AM  
**To:** Al Dent; Charles Mitchell; Chris Terry; Jerry Davis; Jim Clark; Jim Pierce; Jose T Flores; Kyle Drake; Mike Murphy; Ricky Smith; Robin Jones; Ron Lee; Ron Pelky; Ron Whitehead; Steve Chutchian  
**Cc:** Randy Moravec  
**Subject:** New permits

Permit #1077 - Conn and Sons Construction subbing for Firetrol to tap waterline for new fire service at: 14683 Midway (Office in the Park Bldg. #6) Dated 7/28 - 8/06/04.

Permit #1078 - TXU Electric Delivery, for their sub, Mastec to pull cable into the new duct bank on Spectrum north of Morris. Dated 8/10 - 8/31/04

Permit # 1079 - TXU Electric Delivery to install new street light on a newly existing pole on Airport Parkway west of Eddie Rickenbacker. Dated 8/10 - 8/31/04

Permit # 1080 - TXU Gas - For the installation of new 1 ¼" gas service for new Air Traffic Control Tower on Dooley Rd. Dated 8/04/04.

File

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

July 20, 2004

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

**RE: Interlocal Agreement with the City of Dallas**

Dear Mike:

Enclosed are two (2) originals of the proposed Interlocal Agreement with the City of Dallas. Please note that the exhibit regarding the improvements described in Paragraph II of the Agreement must be attached as Exhibit A. Also, note that Paragraph VIII provides that Addison agrees to design the lowering of the Water Main in accordance with the North Central Texas Council of Governments Standard Specifications for Public Works Construction (Third Edition 1998) and the Dallas Water Utilities Addendum to the Standard Specifications for Public Works Construction (December 1998). A copy of the Dallas Water Utilities Addendum is enclosed for your review in determining whether Addison can agree to this provision. If Addison can and will agree to this provision, and if you otherwise agree with the form and content of the document, it is ready for execution once Exhibit A is attached. Two agreements are being provided so that both parties may have executed originals. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

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

DALLAS TYLER

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

#R19-1

Passed  
8-12-03

Council Agenda Item: #R19

**SUMMARY:**

This item is for consideration of a resolution approving an easement agreement for the purchase of an easement in a 0.023 acre tract of land generally located at 15201 Addison Road for permanent right-of-way.

**FINANCIAL IMPACT:**

Budgeted Amount: N/A

Amount of Compensation: \$30,000.00

Source of Funds: Funds are available, in the amount of \$2,500,000, 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 0.023 acre of permanent easement adjacent to the proposed project Addison Road project is required as part of the roadway improvements. This parcel is part of the Sambuca II/Filling Station Addition, and is currently owned by Sultan K. Chanaa.

The firm of Hipes & Associates performed an appraisal of the property in March 2002. The compensation value of the parkway easement was determined to be \$23,460.00. The attached agreement between the Town of Addison and the property owner provides for a total compensation value of \$30,000.00 for the acquisition of the permanent easement. In addition, the Town agrees to protect the existing water fountains that are located in the easement area and to plant three new Red Oak trees on the site.

**RECOMMENDATION:**

Staff recommends that Council approve a resolution approving an easement agreement for the purchase of an easement, in the amount of \$30,000.00, for a 0.023 acre tract of land generally located at 15201 Addison Road for permanent right-of-way.

#R19-2

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 0.023 ACRE TRACT OF LAND GENERALLY LOCATED AT 15201 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 0.023 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 \$30,000.00; and

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

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

**Section 1.** That the City Council has determined that \$30,000.00 is reasonable compensation for the easement, as described in the above premises, to be acquired and all damages to the property remaining, and does hereby authorize the City Manager to acquire the easement in, over, under and through the 0.023 acre tract of land (as described in the attached Exhibit A to the Easement Agreement attached hereto and incorporated herein, and located generally at 15201 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 take such other and further action as may be necessary to acquire the said easement.

**Section 3.** That the City Finance Director be and is hereby authorized to draw a check in favor of Sultan K. Chanaa, or the current owner(s) of record, in the amount of \$30,000.00.

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

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this 12<sup>th</sup> day of August, 2003.

\_\_\_\_\_  
R. Scott Wheeler, Mayor

ATTEST:

APROVED AS TO FORM:

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

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



#R19-3

**EASEMENT AGREEMENT**

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

**WITNESSETH:**

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

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

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

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Sultan K. Chanaa and the Town of Addison agree as follows:

1. **Grant of Easement.** For and in consideration of the sum set forth in 2. below in hand paid by the Town, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor has GRANTED, SOLD AND CONVEYED, and by 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 Thousand and No/100 dollars (\$30,000.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in the Warranty Deed attached as Exhibit C, save and except the Easement Property.

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

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

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

B. Grantor acknowledges and agrees as follows:

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

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

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

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

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

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

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

8. **Governing Law; Venue.** In the event of any action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas govern the validity, construction, enforcement and

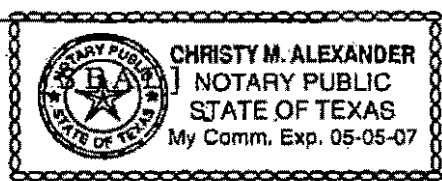
STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 10 day of June, 2003, personally appeared Sultan K. Chanaa, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

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

MY COMMISSION EXPIRES:



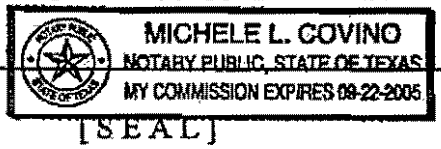
STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 23 day of June, 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:



[SEAL]

EXHIBIT A

5/13/07

#R194

TOWN OF ADDISON, TEXAS

FIELD NOTE DESCRIPTION  
FOR  
ADDISON ROAD PARKWAY EASEMENT

SULTAN K. CHANAA

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

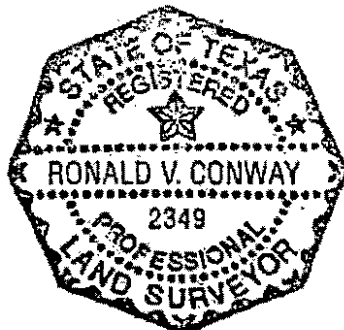
BEGINNING at a point for a corner, said point being N 89°49'29" W, 2.00 feet from the southeast corner of said 0.69 acre tract and N 89°49'29" W, 12.00 feet from the northeast corner of a 0.774 acre tract of land conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, and said northeast corner of 0.744 acre tract being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said Beginning Point being N 00°49'02" W, 149.31 feet from a found 1/2 iron rod in the south line of said 0.774 acre tract and also being the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of the Deed Records of Dallas County, Texas;

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

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

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

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



*Ronald V. Conway*  
5/13/07

H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT3W.DWG  
SCALE: 1"=60'  
R.J.L. 05/13/02

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

**EXHIBIT B**

5/8" I.R.F.

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

EDWARD COOK SURVEY  
ABST. NO. 326

SCALE: 1"=60'

5/8" I.R.F.

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

ADDISON CAR CARE ADDITION  
VOL. 87111, PG. 0286

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

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

SAULS JAMES E  
VOL. 77153, PG. 1028

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

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

PROPOSED 8'  
PARKWAY EASEMENT

1,018.59 SQ. FT.  
0.023 ACRES

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

2' STREET DECATION  
TO TOWN OF ADDISON

OLD LOT LINE

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

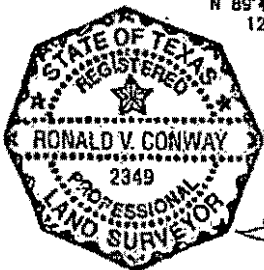
1/2" IRF  
N 85°49'29" W - 8.00'  
N 00°49'02" W - 149.31'  
(REFERENCE BEARING)

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

S 89°29'00" E - 8.00'

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

1/2" IRF



*Ronald V. Conway*  
5/10/02

N 89°49'29" W - 12.00'  
N 89°49'29" W - 2.00'

ADDISON ROAD

POINT OF  
BEGINNING

12' STREET DECATION  
TO TOWN OF ADDISON

"X" IN  
CONC.

1/2" IRF

"X" IN CONC.

TOWN OF ADDISON, TEXAS	
ADDISON ROAD PARKWAY EASEMENT	
SULTAN K. CHANAA	
BIRKHOFF, FENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS 1501 Granddike Blvd., Ste. 220 Dallas, Texas (214) 341-7900	MAY 2002
PLAT 3W	

## EXHIBIT C

2293  
Prepared by the State Bar of Texas for use by lawyers only.  
Revised 10-15; 4-93  
Printed by the State Bar of Texas

### WARRANTY DEED WITH VENDOR'S LIEN

1187535

Date: October 26, 2000 11/03/00 2301552 \$11.00  
Deed

Case Number: DA00090261

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

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

Grantee: SULTAN K. CHANAA, an individual

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

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

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

Property (including any improvements):

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

Reservations from and Exceptions to Conveyance and Warranty:

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

200215 01991

**EXHIBIT C**

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

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

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

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

(Acknowledgment)

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


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

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

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF DALLAS

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

*[Signature]*  
  
Notary's name (printed):  
Notary's commission expires:

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

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

**EXHIBIT C**

COUNTY CLERK, DALLAS COUNTY, TEXAS

*E. J. [Signature]*



NOV 3 2000

APPROVED FOR THE COUNTY CLERK OF DALLAS COUNTY, TEXAS  
BY THE CLERK OF THE COUNTY CLERK OF DALLAS COUNTY, TEXAS  
STATE OF TEXAS  
COUNTY OF DALLAS  
REGISTERED UNDER THE PUBLIC RECORDS ACT  
APPROVED FOR THE COUNTY CLERK OF DALLAS COUNTY, TEXAS

NOV 3 2000  
DALLAS COUNTY  
COUNTY CLERK  
DALLAS COUNTY

FILED

36610 51207



# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

May 27, 2004

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

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

Dear Patricia:

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

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

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

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

March 31, 2004

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

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

Dear Patricia:

Thank you for the updated Title Commitment (Title Commitment No. 004) for the above-referenced property. I note that there is at least one new item that must be addressed. It is listed as No. 10 on Schedule C and is a Mechanic's Lien filed February 12, 2004 in favor of Advanced Home Theatre Systems, Inc. against Sultan K. Chanaa in the amount of \$8,146.01. As with all other liens, we would like this matter addressed prior to closing. Please provide, and by copy of this letter I am asking Leon Scroggins to provide status, on closing this transaction. Thank you for your assistance.

Sincerely,

Angela K. Washington

AKW/yjr

c: Mr. Leon Scroggins  
Mr. Steve Chutchian  
Mr. Kenneth C. Dippel

*25th*  
*Anniversary*  
1978-2003

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

*Addison* *GA*



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

November 26, 2003

**VIA FACSIMILE (214) 855-8848  
AND 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 2 (Sultan Chanaa), Addison Widening of Road Project  
Your File No. GF 02R05319**

Dear Patricia:

I have reviewed the amended Purchaser's Statement for the above-referenced property and everything appears in order. Please finalize the statement and provide me with a closing date, and I will request funding from the Town of Addison. Thank you for your assistance in this matter.

Sincerely,

Angela K. Washington

AKW/yjr

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

25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

August 20, 2003

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

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

Dear Steve:

Enclosed for your files and information is a copy of a letter from Patricia Bruce providing status on the above-referenced property transaction. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

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

PASB/hdc

***With copy of Letter to:***

Leon G. Scroggins, Esq.  
Owens, Clary & Aiken  
700 N. Pearl Street  
Suite 1600  
Dallas, Texas 75204  
*Phone: 214.698.2104*  
*Fax: 214.698.2121*

*Via Facsimile and Regular Mail*

25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

August 13, 2003

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

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

Dear Leon:

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

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

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

25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

August 20, 2003

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

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

Dear Steve:

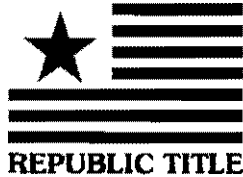
Enclosed for your files and information is a copy of a letter from Patricia Bruce providing status on the above-referenced property transaction. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

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



RECEIVED 2003  
RECEIVED AUG 19 2003

2626 Howell Street, 10th Floor  
Dallas, Texas 75204-4064  
(214) 855-8888  
Fax (214) 855-8848  
Direct Dial (214) 855- 8878  
e-mail: psbruce@republictitle.com

August 18, 2003

Angela K. Washington, Esq.  
Cowles & Thompson  
901 Main Street, Suite 4000  
Dallas, Texas 75202  
Phone: 214.672.2000  
Direct: 214.672.2144  
Fax: 214.672.2020

Via Facsimile and Regular Mail

RE: **Sale/Loan from The Filling Station of Addison, Inc. ("Seller") to Town of Addison ("Purchaser")**  
**GF No. 02R05319/SJ7**  
**Property: Being 20' frontage along Addison Road, being out of Lot 2 of Sambuca II/Filling Station Addition, an Addition to the Town of Addison, according to the Amended Plat thereof recorded in Volume 94117, Page 6134, Map Records, Dallas County, Texas.**

Dear Ms. Washington:

This correspondence is sent to acknowledge receipt of Easement Agreement and inform the parties that we have ordered updated title work for the above-referenced matter. Once we receive the title work, we will issue a revised commitment with drafts of closing statements to you, as soon as possible. Please provide our office with a distribution list for any parties that need to be copied on this transaction.

If you have questions or comments, please do not hesitate to contact me, at 214.855.8878, or my assistant, Heather D. Chimarys, at 214.855.8846. Heather and I look forward to working with all of the parties on this transaction. *Please place the above-referenced GF NO. on all future correspondence.*

Sincerely,

Republic Title Of Texas, Inc.

Patricia A. Sherman Bruce, Esq.  
Vice President/Escrow Officer

F:\PATRICIA\OPEN\Z - TOWN OF ADDISON\02R05319\LETTER - ACKNOWLEDGMENT.DOC

**REPUBLIC TITLE OF TEXAS, INC.**

A SUBSIDIARY OF *First American Title Insurance Company*

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



PASB/hdc

*With copy of Letter to:*

Leon G. Scroggins, Esq.  
Owens, Clary & Aiken  
700 N. Pearl Street  
Suite 1600  
Dallas, Texas 75204  
*Phone: 214.698.2104*  
*Fax: 214.698.2121*

*Via Facsimile and Regular Mail*

DATE SUBMITTED: August 5, 2003  
FOR COUNCIL MEETING: August 12, 2003

**Council Agenda Item:**

**SUMMARY:**

This item is for consideration of a resolution approving an easement agreement for the purchase of an easement in a 0.023 acre tract of land generally located at 15201 Addison Road for permanent right-of-way.

**FINANCIAL IMPACT:**

Budgeted Amount: N/A

Amount of Compensation: \$30,000.00

Source of Funds: Funds are available, in the amount of \$2,500,000, 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 0.023 acre of permanent easement adjacent to the proposed project Addison Road project is required as part of the roadway improvements. This parcel is part of the Sambuca II/Filling Station Addition, and is currently owned by Sultan K. Chanaa.

The firm of Hipes & Associates performed an appraisal of the property in March 2002. The compensation value of the parkway easement was determined to be \$23,460.00. The attached agreement between the Town of Addison and the property owner provides for a total compensation value of \$30,000.00 for the acquisition of the permanent easement. In addition, the Town agrees to protect the existing water fountains that are located in the easement area and to plant three new Red Oak trees on the site.

**RECOMMENDATION:**

Staff recommends that Council approve a resolution approving an easement agreement for the purchase of an easement, in the amount of \$30,000.00, for a 0.023 acre tract of land generally located at 15201 Addison Road for permanent right-of-way.

**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 0.023 ACRE TRACT OF LAND GENERALLY LOCATED AT 15201 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 0.023 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 \$30,000.00; and

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

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

**Section 1.** That the City Council has determined that \$30,000.00 is reasonable compensation for the easement, as described in the above premises, to be acquired and all damages to the property remaining, and does hereby authorize the City Manager to acquire the easement in, over, under and through the 0.023 acre tract of land (as described in the attached Exhibit A to the Easement Agreement attached hereto and incorporated herein, and located generally at 15201 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 take such other and further action as may be necessary to acquire the said easement.

**Section 3.** That the City Finance Director be and is hereby authorized to draw a check in favor of Sultan K. Chanaa, or the current owner(s) of record, in the amount of \$30,000.00.

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

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this 12<sup>th</sup> day of August, 2003.

---

R. Scott Wheeler, Mayor

ATTEST:

APROVED AS TO FORM:

---

Carmen Moran, City Secretary

---

Ken C. Dippel, City Attorney

JUN-25-2003 15:20

COWLES &amp; THOMPSON

2146722020 P.02/10

### EASEMENT AGREEMENT

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

#### WITNESSETH:

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

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

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

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Sultan K. Chanaa and the Town of Addison agree as follows:

1. **Grant of Easement.** For and in consideration of the sum set forth in 2. below in hand paid by the Town, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor has GRANTED, SOLD AND CONVEYED, and by 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 Thousand and No/100 dollars (\$30,000.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in the Warranty Deed attached as Exhibit C, save and except the Easement Property.

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

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

JUN-25-2003 15:21

COWLES &amp; THOMPSON

2146722020 P.03/10

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

B. Grantor acknowledges and agrees as follows:

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

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

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

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

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

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

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

8. **Governing Law; Venue.** In the event of any action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas govern the validity, construction, enforcement and

JUN-25-2003 15:21

COWLES &amp; THOMPSON

2146722020 P.04/10

interpretation of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

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

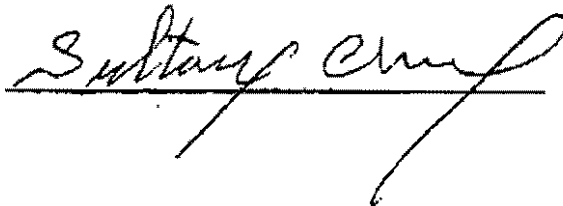
10. **Authority.** The undersigned are the properly authorized officials or persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly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

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

Executed this 10 day of June, 2003

**GRANTOR:**

Sultan K. Chanaa



Executed this 23 day of June, 2003

**TOWN OF ADDISON**

By:



Ron Whitehead, City Manager

JUN-25-2003 15:21

COWLES & THOMPSON

2146722020 P.05/10

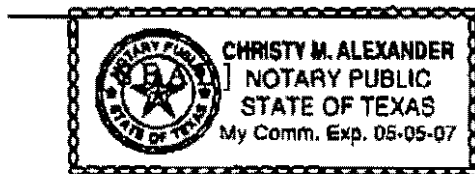
STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 10 day of June, 2003, personally appeared Sultan K. Chanaa, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

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

MY COMMISSION EXPIRES:



STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 23 day of June, 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:



[SEAL]



JUN-25-2003 15:21

COWLES & THOMPSON

2146722020 P.06/10

**EXHIBIT A**

5/13/02

**TOWN OF ADDISON, TEXAS  
FIELD NOTE DESCRIPTION  
FOR  
ADDISON ROAD PARKWAY EASEMENT**

**SULTAN K. CHANAA**

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

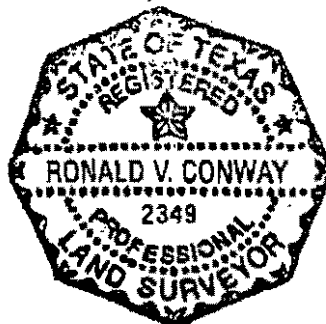
BEGINNING at a point for a corner, said point being N 89°49'29" W, 2.00 feet from the southeast corner of said 0.69 acre tract and N 89°49'29" W, 12.00 feet from the northeast corner of a 0.774 acre tract of land conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, and said northeast corner of 0.744 acre tract being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said Beginning Point being N 00° 49'02" W, 149.31 feet from a found 1/2 iron rod in the south line of said 0.774 acre tract and also being the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of the Deed Records of Dallas County, Texas;

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

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

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

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



*Ronald V. Conway*  
5/13/02

GARTNER-FLANO COMPANY VOL. 91248, PG. 3622

SAULS JAMES E VOL. 77153, PG. 1028

PROPOSED 8' PARKWAY EASEMENT

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

1,018.59 SQ. FT. 0.023 ACRES

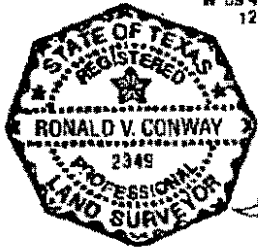
EDWARD COOK SURVEY ABST. NO. 326 SAMBUCA II/FILLING STATION ADDITION VOL. 94117, PG. 06134

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

ADDISON CAR CARE ADDITION VOL. 87111, PG. 0286

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

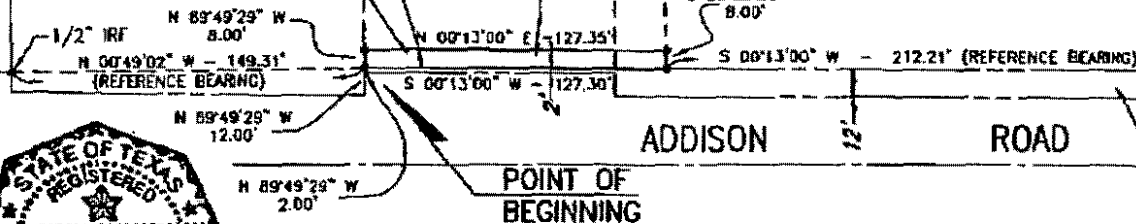
15211 ADDISON ROAD JOINT VENTURE VOL. 96156, PG. 4963 LOT 2, BLOCK II



Signature of R. V. Conway dated 5/10/02

EXHIBIT B

SCALE: 1"=60'



<b>TOWN OF ADDISON, TEXAS</b>	
<b>ADDISON ROAD PARKWAY EASEMENT</b>	
<b>SULTAN K. CHANAA</b>	
BIRKHOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS 2002 Overlook, 1st Fl. Dallas, Texas 75201 214 341-7900	<b>MAY 2002</b>
<b>PLAT 3W</b>	

JUN-25-2003 15:22

COWLES & THOMPSON

2146722020 P.08/10

**EXHIBIT C**

2333

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

Revised (D-8): 4-03

©1999 by the State Bar of Texas

**WARRANTY DEED WITH VENDOR'S LIEN**

1187535

Date: October 26, 2000

11/03/00 08:32 01.00  
Leaf

Case Number: DA0000261

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

Grantor's Mailing Address (including county): 3443 La Sierra, #200  
Dallas, Texas 75231  
(Dallas County)

Grantee: SULTAN K. CHANAA, an individual

Grantee's Mailing Address (including county): 16424 Barrywood Drive  
Dallas, Texas 75230  
(Dallas County)

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

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

Property (including any improvements):

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

Reservations from and Exceptions to Conveyance and Warranty:

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

200215 01991

JUN-25-2003 15:22

COWLES & THOMPSON  
ATTORNEYS

2146722020 P.09/10

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

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

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

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

(Acknowledgment)

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

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

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

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF DALLAS

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

• Texas corporation, on behalf of said corporation.

[Signature]  
JAMES W. DALLIK  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

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

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


200215 01992

JUN-25-2003 15:22

COWLES & THOMPSON .

2146722020 P.10/10

EXHIBIT C


  
 COUNTY CLERK DALLAS COUNTY TEXAS
   
 E. J. B. [Signature]
   
 NOV 3 2002
   

 This document is subject to the provisions of the Public Information Act, Chapter 552, Texas Government Code.
   
 Any person who has been notified by the County Clerk of Dallas County, Texas, that this document is subject to the provisions of the Public Information Act, Chapter 552, Texas Government Code, shall not disseminate or otherwise make available to any person any information contained herein, in whole or in part, which is exempt from disclosure under the provisions of the Public Information Act, Chapter 552, Texas Government Code.

DALLAS COUNTY
   
 COUNTY CLERK
   
 E. J. B. [Signature]
   
 2002 NOV -3 PM 1:00
   
 FILED

200215 01993

25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

June 26, 2003

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

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

Dear Leon:

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

Sincerely,

Angela K. Washington

AKW/yjr

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

## Steve Chutchian

---

To: Washington, Angela  
Subject: RE: Sultan Chanaa Property in Addison Texas

Angela - Mike Murphy talked with Chris Terry about the counter-offer, and they have asked that you prepare a Contract of Sale, with an attached cover letter, with the following provisions:

- a. The Town will replace the existing trees with new Red Oak trees within the proposed parkway easement.
- b. The existing fountain is currently located outside of the limits of our project and will not be affected by the upcoming construction. The value of the fountain is not an issue.
- c. \$13.00 per square foot is will above the Fair Market Value, and the Town cannot pay this amount.
- d. The Town agrees to pay the owner a total of \$30,000.00, plus install new landscaping, lighting, sidewalks, etc.

Your assistance in preparing these documents for Sultan Chanaa is greatly appreciated. If the owner rejects this contract of sale, we will be forced to proceed with eminent domain proceedings on the parcel. Thanks.

Steve C.

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

From: Washington, Angela [mailto:awashington@cowlesthompson.com]  
Sent: Monday, November 04, 2002 5:26 PM  
To: Steve Chutchian (E-mail); 'mmurphy@ci.addison.tx.us'  
Cc: DIPPEL, KEN  
Subject: FW: Sultan Chanaa Property in Addison Texas

Below is the counter offer from Sultan Chanaa, which I received today.

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

From: Leon G. Scroggins [mailto:lasfirm@flash.net]  
Sent: Monday, November 04, 2002 9:58 AM  
To: 'Washington, Angela'  
Subject: RE: Sultan Chanaa Property in Addison Texas

Ms. Washington:

Please accept my apologies in the delay in getting back to you. I was in a closing in Philadelphia from Wednesday through Saturday.

After discussing the matter with my clients, they are willing to accept \$65,000 for the taking. The value of the real property is approximately \$13.00 per square foot, and the taking will necessitate the destruction of four (4) mature trees, located in the landscaping on the Property, as well as a fountain that has a value of approximately \$15,000.

Please advise at your convenience.

Sincerely,

Leon G. Scroggins, II

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

From: Washington, Angela [mailto:awashington@cowlesthompson.com]  
Sent: Thursday, October 24, 2002 5:51 PM

To: 'lasfirm@flash.net'  
Cc: HILL, JOHN  
Subject: Sultan Chanaa Property in Addison Texas

Mr. Scroggins -

The Town of Addison is agreeable to an extension for you to submit your counter offer. As I am out of the office next week, please forward the counter offer to John Hill who is copied on this e-mail. If there will be a delay beyond next week, please let Mr. Hill know. He can be reached at 214-672-2170. I look forward to working with you on this matter.

Angela Washington



TOWN OF ADDISON, TEXAS  
FIELD NOTE DESCRIPTION  
FOR  
THE FILLING STATION OF ADDISON, INC.  
(PARKWAY EASEMENT)

BEING a tract out of a 1.00 acre tract of land located in the Edward Cook Survey, Abstract No. 326, in the Town of Addison, Dallas County, Texas, 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, said tract of land being more particularly described as follows:

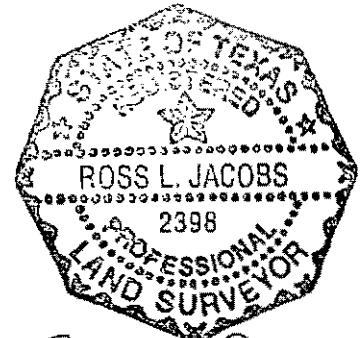
BEGINNING at a point for a corner, said point being the southeast corner of said 1.00 acre tract and the northeast corner of a 0.774 acre tract of land conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, and being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said point also being N 3° 47' 01" E, 149.58 feet from a found 1/2 iron rod in the south line of said 0.774 acre tract and also being the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of the Deed Records of Dallas County, Texas;

THENCE, N 89° 49' 29" W, along the south line of said 1.00 acre tract, and along the north line of said 0.774 acre tract for a distance of 20.00 feet to a point for corner;

THENCE, N 00° 13' 00" E for a distance of 160.45 feet to a point for corner, said point being in the north line of said 1.00 acre tract and in the south line of a 1.295 acre tract of land conveyed to Sambuca Partners Limited Partnership II, L. P., by a deed now of record in Volume 94100, Page 05581, of the Deed Records of Dallas County, Texas;

THENCE, N 89° 45' 01" W along the north line of said 1.00 acre tract and the south line of said 1.295 acre tract, a distance of 20.00 feet to a point for corner, said point being the northeast corner of said 1.00 acre tract, the southeast corner of said 1.295 acre tract and being in the west right-of-way line of said Addison Road, said point also being S 0° 00' 58" E, 354.02 feet from a found "X" in concrete and being the southeast corner of a 0.0331 acre tract of land conveyed to Oasis Car Wash, Inc. by a deed now of record in Volume 97234, Page 06238 of the Deed Records of Dallas County, Texas and also in the Addison Car Care Addition, an addition to the Town of Addison, Dallas County, Texas as recorded in Volume 87111, Page 0286 of the Map Records of Dallas County, Texas;

THENCE, S 00° 13' 00" W along the east line of said 1.00 acre tract and the west right-of-way line of said Addison Road, a distance of 160.59 feet to the Point of Beginning and containing 3,210.41 square feet (0.073 acres) of land.



*Ross L. Jacobs*  
JAN. 25 2002

01/22/02 TJH SCALE: 1"=60 H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT3W.DWG

GARTNER-PLANO COMPANY  
VOL. 91248, PG. 3622

SAULS JAMES E  
VOL. 77153, PG. 1028

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

EDWARD COOK SURVEY  
ABST. NO. 326

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

ADDISON CAR CARE ADDITION  
VOL. 87111, PG. 0286  
LOT 1, BLOCK 1

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06238  
LOT 2, BLOCK 1

OASIS CAR WASH, INC.  
VOL. 97234, PG. 06238  
TRACT II

POINT OF BEGINNING  
N 03°47'01" E - 149.58'  
(REFERENCE BEARING)

3,210.41 SQ. FT.  
0.073 ACRES

PROPOSED 20'  
PARKWAY EASEMENT

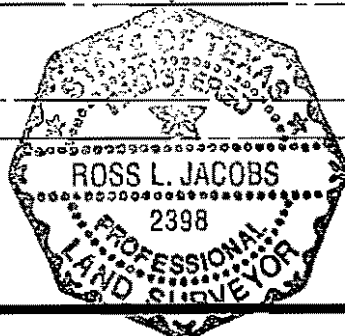
N 00°13'00" E - 160.45'

S 00°13'00" W - 160.59'

ADDISON ROAD

"X"IN CONC.

1/2" IRF



*Ross L. Jacobs*  
JAN. 25, 2002

<b>TOWN OF ADDISON, TEXAS</b>	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS	JAN., 2002 PLAT 3W

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

5/8" I.R.F.  
W/DC&A

5/8" I.R.F.

5/8" I.R.F.

SCALE: 1"=60'

5/8" I.R.F.  
W/DC&A

1/2" IRF

N 89°49'29" W  
20.00'

N 89°45'01" E  
20.00'

1/2" IRF

S 00°00'58" E - 354.02'  
(REFERENCE BEARING)

"X"IN CONC.

# DRAFT

## EASEMENT AGREEMENT

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

### WITNESSETH:

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

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

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

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Sultan K. Chanaa and the Town of Addison agree as follows:

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

2. **Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Thirty Thousand and No/100 dollars (\$30,000.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

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

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

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

B. Grantor acknowledges and agrees as follows:

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

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

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

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

5. **Existing Trees.** Existing mature trees removed from the Easement Area due to construction or work performed under this Agreement shall be replaced with new Red Oak trees.

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

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

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

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

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

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

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

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

**GRANTOR:**

**Sultan K. Chanaa**

\_\_\_\_\_

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

**TOWN OF ADDISON**

By:

\_\_\_\_\_  
Ron Whitehead, City Manager

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

**BEFORE ME**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, personally appeared Sultan K. Chanaa, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ S E A L ]

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ S E A L ]

↑  
THE 4 TREES WILL BE  
REMOVED & REPLACED  
WITH 3 RED OAKS  
THAT FIT INTO THE  
LANDSCAPING & LIGHTING  
THEME.

APPRAISED VALUE

✶ \$23,460<sup>00</sup>

BASED ON

\$7.30/S.F.

MIKE

**Steve Chutchian**

**From:** Washington, Angela [awashington@cowlesthompson.com]  
**Sent:** Monday, November 04, 2002 5:26 PM  
**To:** Steve Chutchian (E-mail); 'mmurphy@ci.addison.tx.us'  
**Cc:** DIPPEL, KEN  
**Subject:** FW: Sultan Chanaa Property in Addison Texas

Below is the counter offer from Sultan Chanaa, which I received today.

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

**From:** Leon G. Scroggins [mailto:lasfirm@flash.net]  
**Sent:** Monday, November 04, 2002 9:58 AM  
**To:** 'Washington, Angela'  
**Subject:** RE: Sultan Chanaa Property in Addison Texas

Ms. Washington:

Please accept my apologies in the delay in getting back to you. I was in a closing in Philadelphia from Wednesday through Saturday.

After discussing the matter with my clients, they are willing to accept \$65,000 for the taking. The value of the real property is approximately \$13.00 per square foot, and the taking will necessitate the destruction of four (4) mature trees, located in the landscaping on the Property, as well as a fountain that has a value of approximately \$15,000.

Please advise at your convenience.

Sincerely,

Leon G. Scroggins, II

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

**From:** Washington, Angela [mailto:awashington@cowlesthompson.com]  
**Sent:** Thursday, October 24, 2002 5:51 PM  
**To:** 'lasfirm@flash.net'  
**Cc:** HILL, JOHN  
**Subject:** Sultan Chanaa Property in Addison Texas

Mr. Scroggins -

The Town of Addison is agreeable to an extension for you to submit your counter offer. As I am out of the office next week, please forward the counter offer to John Hill who is copied on this e-mail. If there will be a delay beyond next week, please let Mr. Hill know. He can be reached at 214-672-2170. I look forward to working with you on this matter.

Angela Washington

\* WE WILL REPLACE TREES WITH SOMETHING MUCH NICER (RED OAKS)  
\* WE WILL MOVE FOUNTAIN (IF NECESSARY). ~~THE~~ ~~WITH~~ ~~NOT~~ ~~THE~~  
13.00/SF IS WELL ABOVE THE FAIR MARKET VALUE (WILL NOT PAY) THIS AMOUNT  
OFFER IS \$30<sup>k</sup> PLUS NEW LANDSCAPE + PLUS FOUNTAIN WORK + INCREASED VALUE OF PROPERTY  
→ NOT NECESSARY - SZC 11/05/02  
→ NOT NECESSARY - SZC



## Steve Chutchian

---

**From:** Washington, Angela [awashington@cowlesthompson.com]  
**Sent:** Monday, November 04, 2002 5:26 PM  
**To:** Steve Chutchian (E-mail); 'mmurphy@ci.addison.tx.us'  
**Cc:** DIPPEL, KEN  
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**Subject:** Sultan Chanaa Property in Addison Texas

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Angela Washington

## Steve Chutchian

---

**From:** Washington, Angela [awashington@cowlesthompson.com]  
**Sent:** Friday, June 13, 2003 2:32 PM  
**To:** Douglas H. Conner (E-mail)  
**Cc:** Steve Chutchian; Mike Murphy; DIPPEL, KEN  
**Subject:** Draft Petition for Parcel 2 (Sultan Chaana), Addison Rd Project Enclosed



Petition - Parcel 2  
(Sultan Ch...

Doug -

Enclosed is the draft petition for Parcel 2 (Sultan Chaana). I am waiting for a copy of the approved resolution to fill in the date in the petition. Also, I have good addresses for everyone except Mr. Chaana. The address that I used for him is where I reached his son. Do we need to do alternate service?

Also, I did give his attorney, Leon Scroggins a call just a minute ago to see if he had an address for Mr. Chaana. He says he does not, but will be sending me a signed agreement soon. I have been hearing this for a while, so I am moving forward as instructed by the Town. I will let you know if I get the agreement before I hear back from you regarding alternate service or get the resolution from Steve. Otherwise, we move forward. Thanks

Angela

<<Petition - Parcel 2 (Sultan Chaana)>>

25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

June 13, 2003

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

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

Dear Doug:

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

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

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

# COWLES & THOMPSON

A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

October 17, 2002

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

RE: 0.6919 Acre Tract located at 15201 Addison Road

Dear Mr. Chanaa:

Per my discussion with Mr. Adam Chanaa, enclosed is a metes and bounds description and a survey depiction of the property that the Town of Addison needs for the extension of Addison Road. If you have any questions, please feel free to give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

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

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

October 16, 2002

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

RE: 0.6919 Acre Tract located at 15201 Addison Road

Dear Mr. Chanaa:

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

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

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

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

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

## SUMMARY OF SALIENT FACTS

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

Date of the Appraisal: March 20, 2002

Value Estimated: Market Value - Just Compensation

Property Rights Appraised: Fee Simple & Easement

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

Property Zoned: LR, local retail

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

**Estimates of Fee Simple Value:**

Whole Property

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

Part Taken:

Parkway easement	\$ 23,460
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<u>Remainder Before the Take:</u>	\$629,740
-----------------------------------	-----------

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

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

25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

June 23, 2003

***VIA HAND DELIVERY***

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

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

Dear Ron:

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

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

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

## EASEMENT AGREEMENT

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

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

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

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

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

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Sultan K. Chanaa and the Town of Addison agree as follows:

1. **Grant of Easement.** For and in consideration of the sum set forth in 2. below in hand paid by the Town, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor has GRANTED, SOLD AND CONVEYED, and by 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 Thousand and No/100 dollars (\$30,000.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in the Warranty Deed attached as Exhibit C, save and except the Easement Property.

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

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



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

B. Grantor acknowledges and agrees as follows:

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

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

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

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

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

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

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

8. **Governing Law; Venue.** In the event of any action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas govern the validity, construction, enforcement and

interpretation of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

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

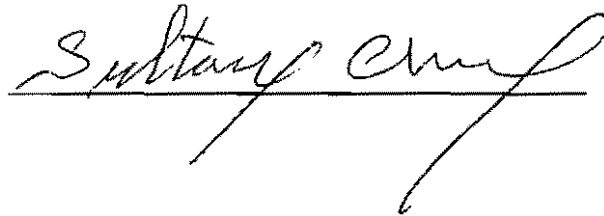
10. **Authority.** The undersigned are the properly authorized officials or persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly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

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

Executed this 10 day of June, 2003

**GRANTOR:**

**Sultan K. Chanaa**

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

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

**TOWN OF ADDISON**

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

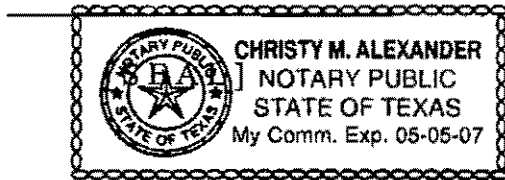
STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 10 day of June, 2003, personally appeared Sultan K. Chanaa, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

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

MY COMMISSION EXPIRES:



STATE OF TEXAS §  
COUNTY OF DALLAS §

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

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

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

TOWN OF ADDISON, TEXAS

FIELD NOTE DESCRIPTION  
FOR  
ADDISON ROAD PARKWAY EASEMENT

SULTAN K. CHANAA

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

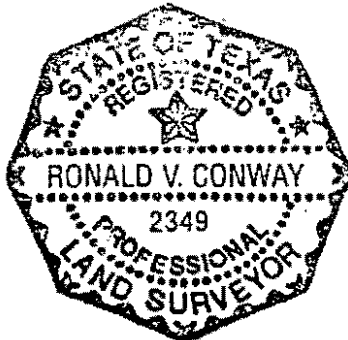
BEGINNING at a point for a corner, said point being N 89°49'29" W, 2.00 feet from the southeast corner of said 0.69 acre tract and N 89°49'29" W, 12.00 feet from the northeast corner of a 0.774 acre tract of land conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, and said northeast corner of 0.744 acre tract being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said Beginning Point being N 00° 49'02" W, 149.31 feet from a found 1/2 iron rod in the south line of said 0.774 acre tract and also being the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of the Deed Records of Dallas County, Texas;

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

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

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

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



*Ronald V. Conway*  
5/13/02

05/13/02 RJL SCALE: 1=60 H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT3W.DWG

**EXHIBIT B**

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

EDWARD COOK SURVEY  
ABST. NO. 326

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

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

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

SAULS JAMES E  
VOL. 77153, PG. 1028

GARTNER-PLANO COMPANY  
VOL. 91248, PG. 3622

PROPOSED 8'  
PARKWAY EASEMENT

1,018.59 SQ. FT.  
0.023 ACRES

2' STREET DECATON  
TO TOWN OF ADDISON

OLD LOT LINE

1/2" IRF

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

N 00°13'00" E - 127.35'

S 89°29'00" E  
8.00'

S 00°13'00" W - 212.21' (REFER

S 00°13'00" W - 127.30'

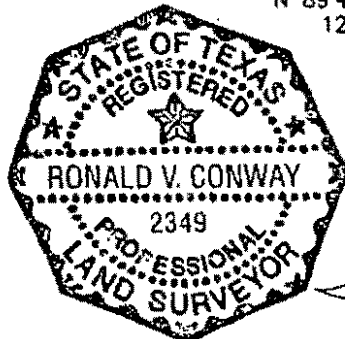
N 89°49'29" W  
12.00'

ADDISON

R

N 89°49'29" W  
2.00'

POINT OF  
BEGINNING



*Ronald V. Conway*  
5/13/02

**EXHIBIT C**

2253  
Prepared by the State Bar of Texas for use by lawyers only.  
Revised (0-85) 4-93  
©1993 by the State Bar of Texas

**WARRANTY DEED WITH VENDOR'S LIEN**

**1187535**

Date: October 26, 2000

11/03/00 2381552 \$11.00  
Date

Case Number: DA00090261

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

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

Grantee: SULTAN K. CHANAA, an individual

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

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

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

Property (including any improvements):

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

Reservations from and Exceptions to Conveyance and Warranty:

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

200215 01991

**EXHIBIT C**

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

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

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

THE FILLING STATION OF ADDISON, INC.

BY: *Sam Y. Dorfman*  
SAM Y. DORFMAN, PRESIDENT

**(Acknowledgment)**

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

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


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

Notary's commission expires:

**(Corporate Acknowledgment)**

STATE OF TEXAS  
COUNTY OF DALLAS

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

*James W. DeMik*  
  
Notary's name (printed):  
Notary's commission expires:

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

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

EXHIBIT C

COUNTY CLERK, DALLAS COUNTY, TEXAS  
*Eric J. Burtch*



NOV 3 2000

My position herein which reflects the true, correct, and full name of the  
person by whom the same was filed is as follows: Eric J. Burtch, County  
Clerk of Dallas County, Texas. I hereby certify that the foregoing is  
correctly stated under Federal law.  
STATE OF TEXAS  
COUNTY OF DALLAS  
I hereby certify that the foregoing is correct and true to the best of my  
knowledge and belief.  
DATE OF THE FOREGOING: NOV 3 2000  
FILED BY: ERIC J. BURTON

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

36610 51093



## Steve Chutchian

---

**From:** Washington, Angela [awashington@cowlesthompson.com]  
**Sent:** Friday, May 23, 2003 5:53 PM  
**To:** Mike Murphy; Steve Chutchian  
**Cc:** Douglas H. Conner (E-mail); DIPPEL, KEN  
**Subject:** Parcel 2 (Sultan Chanaa), Addison Rd Extension Project

Mike and Steve -

I have prepared a draft petition for the above-referenced property. I spoke to Mr. Chanaa's attorney, Leon Scroggins, to let him know that the town had not received the executed agreement and had requested that I go ahead and prepare the petition. I also asked if he had an address for Mr. Chanaa (the only address that I have is his son's and I have not been able to locate one for him). Scroggins will be speaking with Mr. Chanaa on Tuesday about another matter and will talk to him about the agreement at that time. Mr. Scroggins says he does not have an address for Mr. Chanaa, but will get back with me on Tuesday on this matter. I will keep you apprised.

Angela

25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

April 24, 2003

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

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

Dear Leon:

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

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

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

## EASEMENT AGREEMENT

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

### WITNESSETH:

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

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

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

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2. **Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Thirty Thousand and No/100 dollars (\$30,000.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in the Warranty Deed attached as Exhibit C, save and except the Easement Property.

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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.

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

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interpretation of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

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

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

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

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

**GRANTOR:**

**Sultan K. Chanaa**

\_\_\_\_\_

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

**TOWN OF ADDISON**

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

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared Sultan K. Chanaa, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

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

STATE OF TEXAS §  
COUNTY OF DALLAS §

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

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

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

## EASEMENT AGREEMENT

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

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

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

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

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

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Sultan K. Chanaa and the Town of Addison agree as follows:

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

2. **Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Thirty Thousand and No/100 dollars (\$30,000.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

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

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

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

B. Grantor acknowledges and agrees as follows:

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

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

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

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

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

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

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

8. **Governing Law; Venue.** In the event of any action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas govern the validity, construction, enforcement and



interpretation of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

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

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

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

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

**GRANTOR:**

**Sultan K. Chanaa**

---

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

**TOWN OF ADDISON**

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

Ron Whitehead, City Manager

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared Sultan K. Chanaa, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ S E A L ]

STATE OF TEXAS §  
COUNTY OF DALLAS §

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

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ S E A L ]

TOWN OF ADDISON, TEXAS

FIELD NOTE DESCRIPTION  
FOR  
ADDISON ROAD PARKWAY EASEMENT

SULTAN K. CHANAA

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

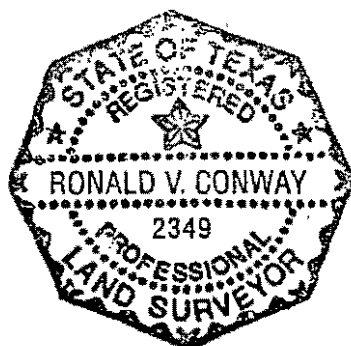
BEGINNING at a point for a corner, said point being N 89°49'29" W, 2.00 feet from the southeast corner of said 0.69 acre tract and N 89°49'29" W, 12.00 feet from the northeast corner of a 0.774 acre tract of land conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, and said northeast corner of 0.744 acre tract being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said Beginning Point being N 00° 49'02" W, 149.31 feet from a found 1/2 iron rod in the south line of said 0.774 acre tract and also being the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of the Deed Records of Dallas County, Texas;

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

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

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

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



*Ronald V. Conway*  
5/13/02

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

GARTNER-PLANO COMPANY  
VOL. 91248, PG. 3622

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

**EXHIBIT B**

EDWARD COOK SURVEY  
ABST. NO. 326

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

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

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

SAULS JAMES E  
VOL. 77153, PG. 1028

PROPOSED 8'  
PARKWAY EASEMENT

1,018.59 SQ. FT.  
0.023 ACRES

2' STREET DECACTION  
TO TOWN OF ADDISON

OLD LOT LINE

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

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

S 89°29'00" E 8.00'

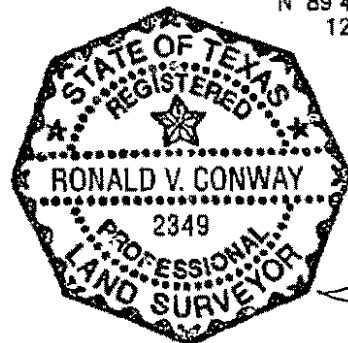
S 00°13'00" W - 212.21' (REFERENCE)

N 89°49'29" W 12.00'

N 89°49'29" W 2.00'

ADDISON ROAD

POINT OF  
BEGINNING



*Ronald V. Conway*  
5/13/02

**EXHIBIT C**

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

**WARRANTY DEED WITH VENDOR'S LIEN**

**1187535**

Date: October 26, 2000

11/03/00 2301552 611.00  
Deed

Case Number: DA00090261

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

Grantor's Mailing Address (including county): 3445 La Sierra, #200  
Dallas, Texas 75231  
(Dallas County)

Grantee: SULTAN K. CHANAA, an Individual

Grantee's Mailing Address (including county): 10434 Barrywood Drive  
Dallas, Texas 75230  
(Dallas County)

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

Grantee's execution and delivery of one certain second and subordinate purchase money promissory note in the principal sum of THREE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), bearing interest and being payable to Grantor as therein provided, the same being secured by the subordinate vendor's lien and title retained herein and by a second and subordinate deed of trust of even date from Grantee to James W. DeMik, Trustee, the same to be recorded in the Deed Records of Dallas County, Texas

Property (including any improvements):

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

Reservations from and Exceptions to Conveyance and Warranty:

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

200215 01991

**EXHIBIT C**

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

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

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

THE FILLING STATION OF ADDISON, INC.

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

(Acknowledgment)

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


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

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

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF DALLAS

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

*[Signature]*  
  
Notary's name (printed):  
Notary's commission expires:

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

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

EXHIBIT C

COUNTY CLERK, Dallas County, Texas

*E. G. B. Smith*



NOV 3 2000

Any person's name which appears on this return, or any of the  
described real property because of error or omission and  
instruments which require the seal of the State of Texas  
COUNTY OF DALLAS  
STATE OF TEXAS  
I hereby certify that the foregoing is a true and correct copy  
of the original as the same was duly recorded in the office and  
index of the County Clerk of Dallas County, Texas as required  
by law.

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

36910 01993

**TOWN OF ADDISON, TEXAS**  
**FIELD NOTE DESCRIPTION**  
**FOR**  
**ADDISON ROAD PARKWAY EASEMENT**

**SULTAN K. CHANAA**

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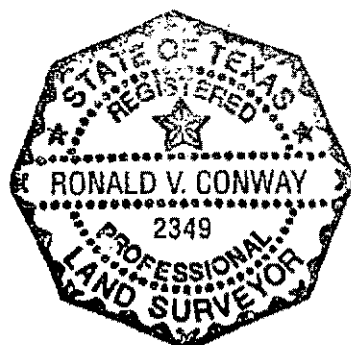
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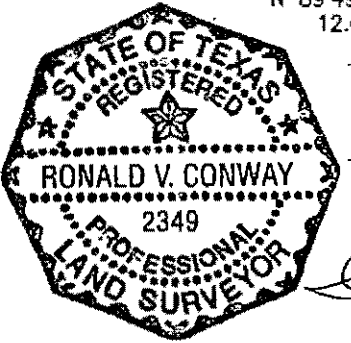
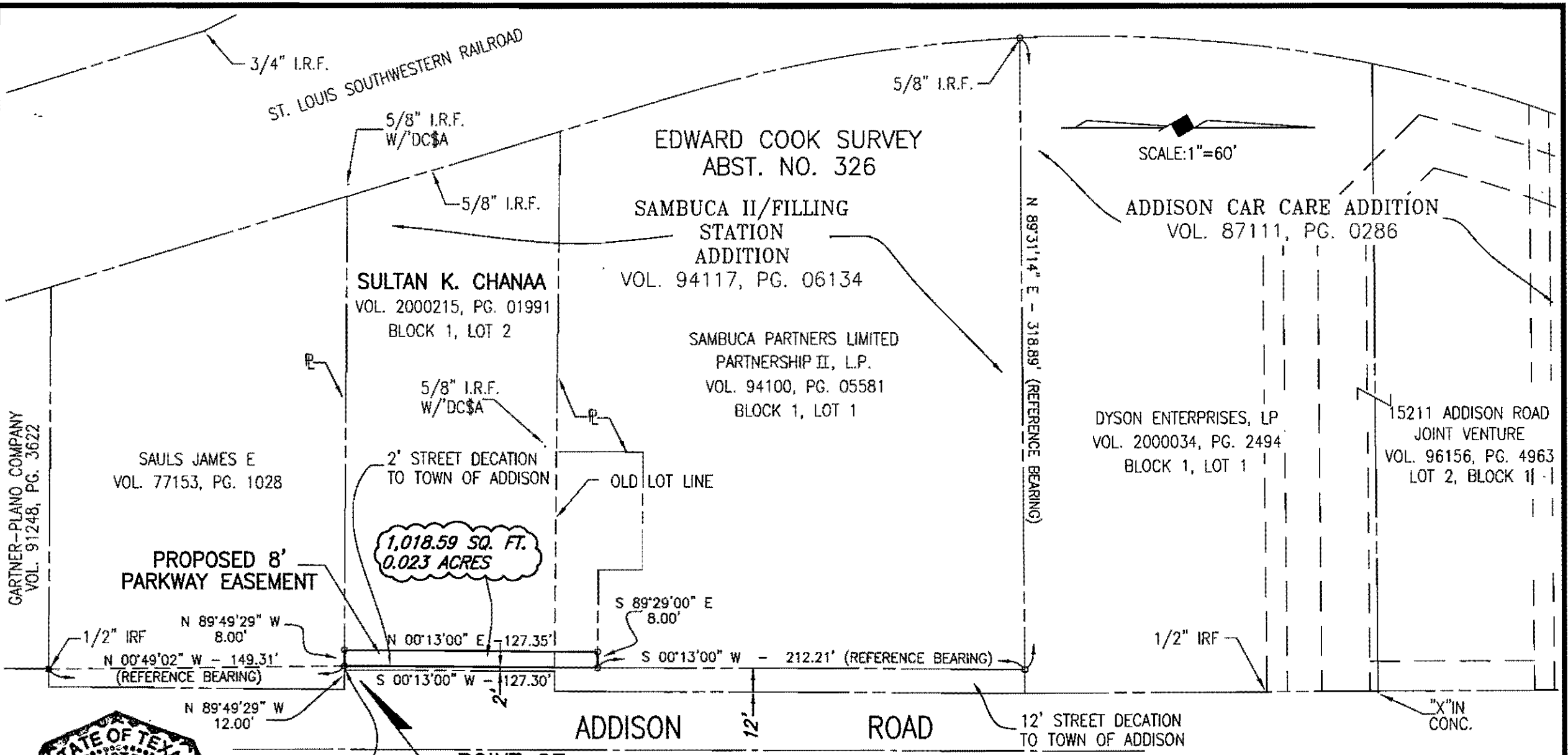
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*Ronald V. Conway*  
5/13/02



05/13/02 RUL SCALE: 1"=60 H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT3W.DWG



*Ronald V. Conway*  
5/13/02

<b>TOWN OF ADDISON, TEXAS</b>	
<b>ADDISON ROAD PARKWAY EASEMENT</b>	
<b>SULTAN K. CHANAA</b>	
BIRKHOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS 7502 Greenbriar Ave., Ste. 220 Dallas, Texas (214) 361-7800	MAY 2002
PLAT 3W	

## Steve Chutchian

---

To: Carmen Moran  
Subject: Old Filling Station Site

Carmen - our staff met with Ken Dipple and Angela Washington on Friday regarding several easement parcels along Addison Rd. At that meeting, Angela indicated that the new owner of the Old Filling Station site (Sultan K. Chanaa) needed some assurances regarding the construction of the project. Specifically, Angela has requested a letter stating that our Addison Rd. project will not affect the property's **current** zoning, land use and parking requirements. We are attempting to get the owner to sign off on an access easement along the frontage of the property. Could you provide a letter of this nature for Angela's use in negotiating with the owner. Our engineering design does not show any adverse affect on the existing drive access or parking on the site. Thanks.

Steve C.

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

November 26, 2002

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

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

Dear Mr. Scroggins:

As we discussed, the Town of Addison has evaluated your client's counterproposal regarding the above-referenced property. In response to the proposal, the Town has amended its design to preserve the existing fountain. The Town will also replace the mature trees to be removed with Red Oaks and additional landscaping. In addition, the Town has increased the purchase price from \$23,460.00 to \$30,000.00. An agreement reflecting these terms is enclosed for your review and comment. Please advise as to whether your client is willing to accept this amended offer by December 9, 2002. If your client accepts this amended offer and you find the agreement satisfactory, please let me know and I will provide finalized documents with all exhibits for execution by Mr. Chanaa. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

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

## EASEMENT AGREEMENT

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

### WITNESSETH:

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

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

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

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, Sultan K. Chanaa and the Town of Addison agree as follows:

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

2. **Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Thirty Thousand and No/100 dollars (\$30,000.00), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

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

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

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

B. Grantor acknowledges and agrees as follows:

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

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

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

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

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

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

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

8. **Governing Law; Venue.** In the event of any action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas govern the validity, construction, enforcement and

interpretation of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

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

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

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

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

**GRANTOR:**

**Sultan K. Chanaa**

\_\_\_\_\_

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

**TOWN OF ADDISON**

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

STATE OF TEXAS                   §  
COUNTY OF DALLAS               §

**BEFORE ME**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, personally appeared Sultan K. Chanaa, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ S E A L ]

STATE OF TEXAS                   §  
COUNTY OF DALLAS               §

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

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ S E A L ]

Passed  
10-22-02

#R14-1

Council Agenda Item: #R14

**SUMMARY:**

This item is to request Council consideration of a resolution determining the necessity of acquiring real property owned by Sultan Chanaa and authorizing its condemnation and/or appropriation for public use in connection with the widening of Addison Road.

**FINANCIAL IMPACT:**

Budgeted Amount: N/A

Appraised Value: \$23,460.00

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

**BACKGROUND:**

The easement acquisition process is currently underway on the proposed Addison Road Widening, Phase I project. Approximately 0.073 acre of Parkway Easement adjacent to the right-of-way of Addison Road (see attached parcel map) is required for the purpose of relocating utilities and constructing landscaping, irrigation and sidewalk improvements. This parcel is a portion of 15201 Addison Road, and is owned by Sultan Chanaa. This is the former site of The Filling Station Restaurant of Addison.

An appraisal of the property was performed by the firm of Hipes & Associates in March 2002. The total compensation value of the parkway easement was determined to be \$23,460.00 (see attached Summary of Salient Facts). Staff has made several unsuccessful attempts to contact the property owner and discuss the Addison Road widening project and associated requirement for a parkway easement across the site. As a result, the Town determined the need to initiate imminent domain proceedings against the property.

**RECOMMENDATION:**

It is recommended that Council approve a resolution determining the necessity of acquiring real property owned by Sultan Chanaa, and authorize its condemnation and/or appropriation for public use in connection with the widening of Addison Road.



#R142

**TOWN OF ADDISON, TEXAS**

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

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

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

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

"PROPERTY": The area described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof for all purposes.

"PROPERTY INTERESTS": Parkway easement in, over, and across the land described in Exhibit "A" and depicted on Exhibit "B".

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

"OFFER AMOUNT": Twenty-three Thousand Four Hundred Sixty and No/100 Dollars (\$23,460.00).

"OWNERS": Sultan K. Chanaa

"LIENHOLDERS": The Filling Station of Addison, Inc.  
James W. DeMik, Trustee

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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Carmen Moran, City Secretary

APPROVED AS TO FORM:

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Ken C. Dippel, City Attorney

#R14-4

SUMMARY OF SALIENT FACTS

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

Date of the Appraisal: March 20, 2002

Value Estimated: Market Value - Just Compensation

Property Rights Appraised: Fee Simple & Easement

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

Property Zoned: LR, local retail

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

Estimates of Fee Simple Value:

<u>Whole Property</u>	
Land Value (Sales Comparison):	\$346,449
Cost Approach:	\$635,000
Income Approach:	\$623,257 (generic est.)
Sales Comparison Approach:	\$653,200
<b>Whole Property:</b>	<b>\$653,200</b>
 <u>Part Taken:</u>	
Parkway easement	\$ 23,460
 <u>Remainder Before the Take:</u>	 \$629,740
 <u>Remainder After the Take:</u>	 \$653,200

**Final Value Estimate: JUST COMPENSATION                    \$ 23,460**

DATE SUBMITTED: October 14, 2002  
FOR COUNCIL MEETING: October 22, 2002

**Council Agenda Item:**

**SUMMARY:**

This item is to request Council consideration of a resolution determining the necessity of acquiring real property owned by Sultan Chanaa and authorizing its condemnation and/or appropriation for public use in connection with the widening of Addison Road.

**FINANCIAL IMPACT:**

Budgeted Amount: N/A

Appraised Value: \$23,460.00

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

**BACKGROUND:**

The easement acquisition process is currently underway on the proposed Addison Road Widening, Phase I project. Approximately 0.073 acre of Parkway Easement adjacent to the right-of-way of Addison Road (see attached parcel map) is required for the purpose of relocating utilities and constructing landscaping, irrigation and sidewalk improvements. This parcel is a portion of 15201 Addison Road, and is owned by Sultan Chanaa. This is the former site of The Filling Station Restaurant of Addison.

An appraisal of the property was performed by the firm of Hipes & Associates in March 2002. The total compensation value of the parkway easement was determined to be \$23,460.00 (see attached Summary of Salient Facts). Staff has made several unsuccessful attempts to contact the property owner and discuss the Addison Road widening project and associated requirement for a parkway easement across the site. As a result, the Town determined the need to initiate eminent domain proceedings against the property.

**RECOMMENDATION:**

It is recommended that Council approve a resolution determining the necessity of acquiring real property owned by Sultan Chanaa, and authorize its condemnation and/or appropriation for public use in connection with the widening of Addison Road.

**TOWN OF ADDISON, TEXAS**

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

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

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

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

"PROPERTY": The area described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof for all purposes.

"PROPERTY INTERESTS": Parkway easement in, over, and across the land described in Exhibit "A" and depicted on Exhibit "B".

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

"OFFER AMOUNT": Twenty-three Thousand Four Hundred Sixty and No/100 Dollars (\$23,460.00).

"OWNERS": Sultan K. Chanaa

"LIENHOLDERS": The Filling Station of Addison, Inc.  
James W. DeMik, Trustee

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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Carmen Moran, City Secretary

APPROVED AS TO FORM:

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Ken C. Dippel, City Attorney



05/13/02 R/L SCALE: 1=60 H:\PROJECTS\ADDISON\98143\PLATS\ADD-PLAT3W.DWG

GARTNER-PLANO COMPANY VOL. 91248, PG. 3622

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

EDWARD COOK SURVEY  
ABST. NO. 326

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

SCALE: 1"=60'

ADDISON CAR CARE ADDITION  
VOL. 87111, PG. 0286

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

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

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

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

SAULS JAMES E  
VOL. 77153, PG. 1028

PROPOSED 8'  
PARKWAY EASEMENT

1,018.59 SQ. FT.  
0.023 ACRES

5/8" I.R.F.  
W/DC&A

2' STREET DECACTION  
TO TOWN OF ADDISON

OLD LOT LINE

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

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

N 00°13'00" E - 127.35'

S 89°29'00" E 8.00'

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

S 00°13'00" W - 127.30'

N 89°49'29" W 12.00'

N 89°49'29" W 2.00'

ADDISON

ROAD

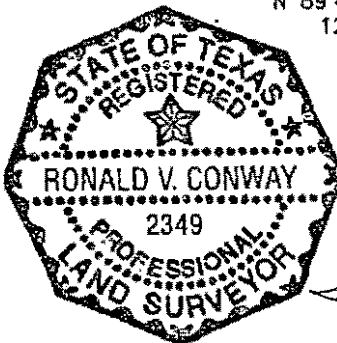
12' STREET DECACTION  
TO TOWN OF ADDISON

"X" IN CONC.

POINT OF  
BEGINNING

1/2" IRF

"X" IN CONC.



*Ronald V. Conway*  
5/13/02

<b>TOWN OF ADDISON, TEXAS</b>	
<b>ADDISON ROAD PARKWAY EASEMENT</b>	
<b>SULTAN K. CHANAA</b>	
BIRKHOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS 7502 Greenville Ave., Ste. 220 Dallas, Texas (214) 361-7900	<b>MAY 2002</b>
<b>PLAT 3W</b>	

SUMMARY OF SALIENT FACTS

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

Date of the Appraisal: March 20, 2002

Value Estimated: Market Value - Just Compensation

Property Rights Appraised: Fee Simple & Easement

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

Property Zoned: LR, local retail

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

**Estimates of Fee Simple Value:**

Whole Property

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

Part Taken:

Parkway easement	\$ 23,460
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<u>Remainder Before the Take:</u>	\$629,740
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<u>Remainder After the Take:</u>	\$653,200
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<b>Final Value Estimate: JUST COMPENSATION</b>	<b>\$ 23,460</b>
--	------------------

DATE SUBMITTED: October 14, 2002  
FOR COUNCIL MEETING: October 22, 2002

**Council Agenda Item:**

**SUMMARY:**

This item is to request Council consideration of a resolution determining the necessity of acquiring real property owned by Sultan Chanaa and authorizing its condemnation and/or appropriation for public use in connection with the widening of Addison Road.

**FINANCIAL IMPACT:**

Budgeted Amount: N/A

Appraised Value: \$23,460.00

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

**BACKGROUND:**

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**RECOMMENDATION:**

It is recommended that Council approve a resolution determining the necessity of acquiring real property owned by Sultan Chanaa, and authorize its condemnation and/or appropriation for public use in connection with the widening of Addison Road.

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. R02-094**

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

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

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

"PROPERTY": The area described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof for all purposes.

"PROPERTY INTERESTS": Parkway easement in, over, and across the land described in Exhibit "A" and depicted on Exhibit "B".

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

"OFFER AMOUNT": Twenty-three Thousand Four Hundred Sixty and No/100 Dollars (\$23,460.00).

"OWNERS": Sultan K. Chanaa

"LIENHOLDERS": The Filling Station of Addison, Inc.  
James W. DeMik, Trustee

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

SECTION 3. That the PROPERTY is hereby determined to be necessary for the PROJECT. That for the purpose of acquiring the PROPERTY INTERESTS in, over, and across the PROPERTY, the City Manager, or such employee as he may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the

PROPERTY to be acquired and full damages allowable by law, which amount represents its fair cash market value.

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

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

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

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

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

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

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

PASSED AND APPROVED this the 22<sup>nd</sup> day of October, 2002.



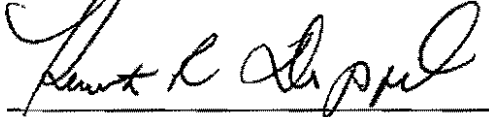
\_\_\_\_\_  
Mayor  
Town of Addison, Texas

ATTEST:



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

APPROVED AS TO FORM:



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

File

11/12/02

**MEMO**

To: John Birkhoff, Birkhoff, Hendricks, & Conway

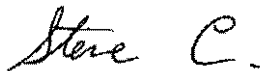
From: Steve Chutchian, Town of Addison

Cc: Angela Washington, Cowles & Thompson  
Jim Pierce, Town of Addison  
Luke Jalbert, Town of Addison

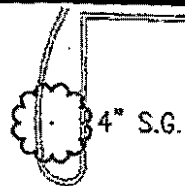
Hi John:

Our staff has attempted to work out a deal with the owner of the old "Filling Station" site on Addison Rd. In a recent counter-offer to the Town, the owner cited the need for monetary compensation for damage to the existing fountain/well on the north side of the property. Mike Murphy, Jim Pierce and I went to the site and determined that we could relocate the proposed sidewalk around the fountain and avoid it completely (see attached drawing). In addition, we would like to include a small retainer curb that will separate the fountain from pedestrian traffic on the sidewalk. This total action may involve minor adjustments to the location of proposed red oak trees, irrigation, etc. within the parkway easement. Please have your staff make appropriate modifications on the engineering plans and specs. Accordingly, we will ask our City Attorney to inform the property owner that his fountain will be protected during construction. If you have any questions, please let me know. Thanks.

Steve C.



BLDG.  
MACARENA RESTUARANT  
15201 ADDISON RD.



SIGN

20" ELM

C.O.

SIDE WALK

25' FENCE

WROUGHT IRON

YARD LAMP

G.M.

4" MAG.

PROPOSED  
RETAINER  
CURB

25'

SIGN

4" ELM

PHOT PHOT

C.M.

ELEC BOX 6" DEAR  
LIGHT P.P. LIGHT

WELL

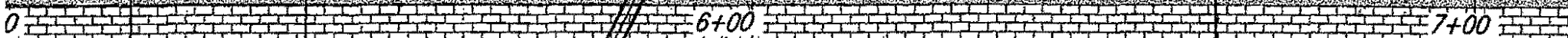
18" ASH 18" ASH

PARKWAY EASEMENT

PROP. STORM  
SEWER A1

S.G. TEST  
STATION

BORL-2 W.M.



EX. 30" RCP

EX. 30" RCP

EX. 4" RCP

EX. 5x5  
DROP

P.P. w/U.C.M.

W.V.



## Steve Chutchian

---

**From:** Washington, Angela [awashington@cowlesthompson.com]  
**Sent:** Tuesday, October 15, 2002 10:15 AM  
**To:** 'mmurphy@ci.addison.tx.us'; Steve Chutchian (E-mail)  
**Cc:** DIPPEL, KEN  
**Subject:** Parcel 2, Addison Road Extension (Sultan Chanaa-The Filling Station)

I have spoken with the owner's son Adam Chanaa. His father, Sultan Chanaa still owns the property. They are expecting the offer. It should be sent to the son at the following address:

Adam Chanaa  
19009 Preston Road  
Suite 209  
Dallas, Texas 75252

His telephone number is 972-248-8855 if you need it.

I am assuming that you guys will send the letter, but I am happy to handle if you want. Let me know.

**AN APPRAISAL REPORT OF**

THE OLD "FILLING STATION" RESTAURANT  
*A PARKWAY EASEMENT ACQUISITION*  
LOCATED AT  
15201 ADDISON ROAD  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

**PREPARED FOR**

TOWN OF ADDISON  
C/O MR. MICHAEL MURPHY, P.E.  
DIRECTOR OF PUBLIC WORKS  
P.O. BOX 9010  
ADDISON, TEXAS 75001-9010

**DATE OF APPRAISAL**

MARCH 20, 2002

**PREPARED BY**

HIPES & ASSOCIATES  
7557 RAMBLER ROAD  
SUITE 260, LB 25  
DALLAS, TEXAS 75231

# HIPES & ASSOCIATES

REAL ESTATE  
APPRAISERS/CONSULTANTS

OFFICE ADDRESS:  
7557 RAMBLER RD #260  
LOCK BOX 25  
DALLAS, TEXAS 75231

MAILING ADDRESS:  
P.O. BOX 600142  
DALLAS, TEXAS 75360  
214-739-5941

March 20, 2002

Mr. Michael Murphy, P.E.  
Director of Public Works  
Town of Addison  
P.O. Box 9010  
Addison, Texas 75001-9010

**Re: The old "Filling Station" Restaurant Property  
Addison Road Parkway Easement**

Dear Mr. Murphy:

I have inspected and made an appraisal of the above referenced property. Conditions pertinent to or indicative of the value of the property were researched and investigated.

This report sets forth my findings and conclusions and any material matters within the market place that may have an impact on the value of the subject, the proposed acquisition, and any remainders both before and after the proposed acquisition. Factual data pertaining to the subject is exhibited along with any market data felt significant in the analysis and opinion of value.

## Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is \$23,460.00 as of March 20, 2002 based upon my independent appraisal and the exercise of my professional judgement;

That on March 20, 2002, and various other dates, I personally inspected in the field the property herein appraised; that I afforded Mr. Tim Ward\*, the property owner or his representative, the opportunity to accompany me at the time of inspection;

The comparable sales relied upon in making said appraisal were as represented by the photographs contained in the appraisal and were inspected on March 20, 2002, and various other dates;

That to the best of my knowledge and belief the statements contained in the appraisal hereinabove set forth are true, and the information upon which the opinions expressed therein are based is correct, subject to the limiting conditions therein set forth;

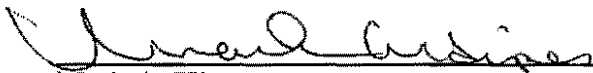
That I understand that such appraisal is to be used in connection with the acquisition of land area for a public project by the Town of Addison, Texas, and that such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to appraisal for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded in determining the compensation for the property;

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein;

That I have no direct or indirect present or contemplated future interest in such property or in any benefit from the acquisition of such property appraised; and that should I or any employee in my service acquire any interest in or to the property appraised prior to the acquisition of the parcel by the Town of Addison, I will immediately notify the Town of such interest or interests;

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Town, until authorized by Town officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

Respectfully submitted,



Mark A. Hipes  
Texas Certification No. TX-1321416-G

21 MARCH 2002

Date

\*Tim Ward is advertised as the agent (selling broker) for the subject property. Numerous attempts during the previous two weeks have been unsuccessful. The property was appraised based on an exterior inspection.

*Note: This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.*

**SUMMARY OF SALIENT FACTS**

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

Date of the Appraisal:	March 20, 2002
Value Estimated:	Market Value - Just Compensation
Property Rights Appraised:	Fee Simple & Easement
Property Appraised:	A ±0.6916 Acre tract improved with a restaurant facility, located at 15201 Addison Rd., Addison, Texas.
Property Zoned:	LR, local retail
Highest & Best Use:	
"As vacant":	To be developed in conformity with adjacent land uses as demand warrants.
"As improved":	To be maintained as a restaurant facility.
Estimates of Fee Simple Value:	
<u>Whole Property</u>	
Land Value (Sales Comparison):	\$346,449
Cost Approach:	\$635,000
Income Approach:	\$623,257 (generic est.)
Sales Comparison Approach:	\$653,200
<b>Whole Property:</b>	<b>\$653,200</b>
<u>Part Taken:</u>	
Parkway easement	\$ 23,460
<u>Remainder Before the Take:</u>	\$629,740
<u>Remainder After the Take:</u>	\$653,200
<b>Final Value Estimate: JUST COMPENSATION</b>	<b>\$ 23,460</b>

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Plat of the Subject  
Legal Description  
Qualifications of Appraiser

### **Purpose of the Appraisal**

The purpose of this appraisal is to estimate the market value of the proposed parkway easement of the real property rights to be acquired, encumbered by any easement not to be extinguished, less oil, gas and sulphur. If the acquisition is of less than the entire property, any special benefits and damages to the remainder property must be included in accordance with the laws of Texas. This appraisal is rendered in order to assist Addison in estimating the value of property to be acquired.

### **Definition of Market Value**

Market Value may be defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

### **Definition of Easement**

An easement is a nonpossessing interest held by one person in the land of another person whereby the first person is accorded partial use of such land for a specific purpose. An easement restricts but does not abridge the rights of the fee owner to the use and enjoyment of the easement holder's rights.

### **Scope of the Appraisal**

The scope of this report includes the research, data acquisition and analysis as described in the appraisal process description of this report. In gathering comparable sales data our sources include direct interview with grantor and/or grantee, commercial sales reporting services, other appraisers and real estate practitioners, published data and information in our files. Comparable rent information is generally derived from direct interview with property managers and leasing agents. On comparable rent and sale information the source is generally indicated on the respective comparable's page. Information on property operating expenses can be derived from a number of sources including actual amounts provided to us for the subject property, file information, direct interview with property managers and owners and published industry averages. Replacement construction costs amounts are generally derived from the national cost reporting services prepared by Marshall and Swift and, where available, actual construction costs are utilized. On some comparable sales data an attempt is made to confirm third party information with either the grantor or grantee if there is concern about the data's reliability.

## Property Rights Appraised

The property rights appraised are those of the *Fee Simple and Easements* estate. Fee simple estate is defined as "Absolute ownership unencumbered by any interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation"; and easement as "a nonpossessing interest held by one person in the land of another person for a specific purpose. (The Dictionary of Real Estate Appraisal, Second Edition, American Institute of Real Estate Appraisers, 1984, p. 123.)

## Effective Date of Valuation

The effective date of valuation is March 20, 2002. The inspection date of the subject was March 20, 2002, and various other dates. The date of this report is March 20, 2002.

## Identification of the Subject Property

The property being appraised is a  $\pm 0.6916$  Acre tract of land improved with a single story restaurant building, located on the west side of Addison Road approximately half way between Beltline Road and Arapaho Road, in the Town of Addison, Dallas County, Texas. This is an area principally developed with commercial, industrial, and airport service uses. The local address is 15201 Addison Road, Addison, Texas 75001.

The parkway easement acquisition of the subject property is comprised of a strip taking along the east side of the subject containing  $\pm 3,210$  SF adjacent to the existing Addison Road right-of-way. The survey provided to the appraiser representing the proposed acquisition is included in the Addendum to this report.

Briefly, the legal description for the subject property/part taken is described as; *being a part of the Sambuca 2/Filling Station Amended Addn., and a part of the Edward Cook Survey, Abstract Number 326, Town of Addison, Dallas County, Texas, containing a total of  $\pm 0.6916$  Acres of land area.*

A metes and bounds legal description of the proposed parkway easement acquisition has been provided to the appraiser and is included in the addendum of the report.

## History of the Subject Property

No property ownership information was provided to the appraiser for this appraisal assignment. However, public information indicates that the current owner acquired the subject site on, or about, November 3, 2000, and recorded in V2000215, P1991 of the Dallas County Deed Records. The subject was previously owned by The Filling Station of Addison, Inc. and utilized as a restaurant. The property has been vacant for several years. It is currently being marketed by Search Commercial (Tim Ward 972.308.0056). No current contracts or offering prices are known.



### **Ad Valorem Tax Information**

The DCAD Acct. # for the subject is 10007040000020000. The DCAD appraised value for the subject is \$679,900; land value @ \$361,510 and improvement value @ \$318,390 for the year 2001. Current ownership information was taken from the DCAD commercial property data records.

### **Estimated Marketing/Exposure Time**

The USPAP requires that the appraiser address the estimated reasonable exposure time of the property at the value estimate. This is defined as the time prior to and ending with the effective date of the appraisal estimated to be required to market the property at the final value estimate. The subject has been listed for sale for the previous 1+ year. As it is still being marketed, it is not clear what market resistance is affecting the property, but it is presumed that it is asking-price related. For the purpose of this appraisal, the estimate of market value will be based on the presumption of a twelve month or less marketing time.

The subject property is currently for sale as evidenced by the for-sale sign erected at the front of the property. Numerous attempts to contact the agent for the subject have elicited no response. No phone listing was found for the DCAD property owner; Sultan K. Chanaa.

## CITY DATA

The Town of Addison is located in the northern portion of Dallas County, approximately 12 miles north of the Dallas Central Business District. The City is bounded by Dallas on the north and east sides, Dallas and Farmers Branch to the south and the City of Carrollton on the west. The City is a suburb of Dallas and is a part of the Dallas Metropolitan area.

Addison has participated in the growth of the metropolitan area as shown by the following figures:

<u>Census Year</u>	<u>Population</u>	<u>Increase</u>
1970	593	N/A
1980	5,553	+835%
1990	8,783	+ 58%
1998 (est.)	11,722	+ 33%

The Town of Addison is primarily commercial in nature. Light industrial and flex warehouse space has developed in the areas east, north, and west of the Addison Airport. The Dallas North Tollroad corridor sparked heavy hotel and multi-story office building development during the 1980's. This extends from the west side of the freeway to the railroad tracks at Inwood road. The corridor along Midway Road from the Farmers Branch boundary continued the light industrial, office/flex development of the Midway Industrial Park that extends southward to LBJ Freeway. The corridor along Belt Line Road through the City has seen extensive development with restaurants, hotels, and retail facilities. As a result, residential housing is a minor factor in the property base of the Town of Addison. This has helped to keep taxes low, but has afforded the Town a very healthy tax income due to the high valuations of the commercial properties. This is displayed in the quality and quantity of public facilities and services provided.

Primary north/south access through Addison is via the Dallas North Tollway, Addison road and Midway Road. Belt Line Road and Trinity Mills Road are primary east/west thoroughfares. The major development within the city is the Addison Airport, a major corporate and private air facility, which occupies a large portion of the City's land area. due t Addison's accessibility and location in the path of the City of Dallas northern growth, substantial hotel, commercial, retail, office and light industrial development has occurred. This is generally all of good quality and relatively recent construction. The character of the City is primarily commercial with small concentrations of multi-family housing and upper-middle income single-family in its central and southwestern portions, and high-end single family housing found in the extreme eastern portion.

Addison has a Council/Manager type government. It provides police and fire protection to it's citizens. Utilities are provided by Lone Star Gas Company, TU Electric Company, and Southwestern Bell Telephone Company. It gets it's water from the City of Dallas and sewer services from the Trinity River Authority and the City of Dallas. Utilities appear to be adequate to service projected growth. Addison is in the Dallas and Carrollton/Farmers Branch Independent School districts. There are no school buildings located within Addison's city limits. There are a number of major shopping facilities in or near Addison, including the Galleria Mall and Northpark Mall. Additional large, modern retail areas are in close proximity. The renowned retailer, Nordstrom's has a store in the Galleria shopping center just south of Addison at LBJ and the Tollroad and a new major retail center has been constructed on a tract north of that. Other

significant large retail facilities are a free-standing Home Depot Expo Design Center and Mikasa Home Store.

Due to the number of office and light industrial buildings in the area, there is a large and diversified community of employers. Two of the largest are the Dallas Marriott Quorum and Intercontinental hotels. Addison is well known as an entertainment and restaurant area with over 100 restaurants operating in the area.

The new "urban hub" consisting of a 70 acre development at Addison Circle, located north of Belt Line Road and bounded by Airport Parkway, Addison road, the Toll road and Arapaho Road is currently under development. The main thrust is the increase of residential housing, an arts center, and parks and public use areas. When completed, it is projected to increase the population by 50% - 60%. The City feels that this will prevent Addison from losing businesses to northern suburbs and insure long-term, quality growth. This should enhance overall values in the area in our opinion.

After a period of speculative real estate investment activity in the early and mid 1980's, Addison and adjoining areas were among those hardest hit by the real estate recession of the last half of that decade. That situation has now turned around dramatically. Due to its highly desirable location, a resumption of market strength is currently found. M/PF market research has consistently reported strong increases in office construction over the previous several years. In addition, Hines Interests plan 250,000 Sf of new office at the Galleria in the Dallas City limits, and Centre Development plans a 410,000 SF office structure at Dallas Parkway and Spring Valley in Farmers Branch just south of Addison. For multi-family construction, M/PF research also shows strong growth and absorption. The overall prospects for the City's future is considered to be good, in our opinion.

## NEIGHBORHOOD ANALYSIS AND TRENDS

The subject neighborhood is described as being that area generally bounded by Belt Line Road on the south, Midway Road on the west, Westgrove to the north and Quorum Drive to the east. This area is in the north-central portion of the Town of Addison which is a northern suburb of the City of Dallas situated approximately 12 miles north of that municipality's central business district.

The predominant feature and major land use within the subject neighborhood is the Addison Airport which is due north of the subject property. This is a major fixed-base corporate and private airport facility for northern Dallas County. Improvements at the airport include a 7,200' lighted runway, control towers, ILS Approach System, and two 24-hour fixed base operators providing fuel and other aircraft related services. It houses corporate aircraft for a number of businesses within the area. Much of the improvement west of Addison Road is light industrial and airport related type construction. Major facilities for the City of Addison occur at the west corners formed by the intersection of Airport Parkway and Addison Road. The northwest corner of those two streets houses the City of Addison's police and court facilities while the southwest corner is the site for the City of Addison's central fire station. The majority of the rest of the development south of Airport Parkway, extending along Lindberg and on the west side of the airport, is light industrial or commercial in nature.

Addison Road is a major north/south connector within this portion of Addison and North Dallas. In addition to commercial buildings found here, there was fairly extensive low and mid-rise garden office development during the construction boom of the early and mid 1980's. Examples of this type of construction are found on the west side of that thoroughfare both south and north of the Keller Springs intersection with similar development in the northeast quadrant of Keller Springs and Addison Road. Additional construction of this type is found along the south side of Westgrove west of Addison Road. North of Westgrove on this side of Addison Road is found more office warehouse/office showroom type development. There are still some fairly sizable tracts of undeveloped land, primarily on the east side of Addison Road in this area. The development in the northern part of the northeastern part of the neighborhood has been high quality, single-story office showroom and hi-tech type construction. There is still a significant amount of developable land in this area.

The Town of Addison and adjacent areas north of Belt Line have enjoyed new development and generally increasing land prices since the mid-1990's. Of particular interest is the developing apartment, hotel, retail, and commercial activity surrounding the Addison Circle portion of the subject neighborhood. The attractiveness of relatively close in North Dallas locations should ensure strong demand for existing properties and vacant development land within the subject neighborhood as the real estate economy continues to improve. As these events occur, the subject neighborhood development prospers. Current market evidence suggests a healthy real estate market.

## SUBJECT PROPERTY

### Site Data

The subject tract is near rectangular in shape based on information provided in a strip-map. Plats indicate approximately  $\pm 161'$  of boundary with the west right-of-way line of Addison Road. The old St. Louis Southwestern Railroad right-of-way is the west subject property boundary. According to the strip-map, the subject has a primary drive entrance near the southeast corner of its site and a shared drive entrance with the adjacent north property at the northeast corner of the site. There is also an interior drive which connects the subject parking area with the adjacent property to the north near the northwest corner of the subject site. Total land area is  $\pm 30,126$  SF, or 0.6916 acres, according to DCAD records which have the most recent site information (year 2000 sale) for the subject. Addison Road is a four-lane undivided street, without a center turn lane at the subject. The improved portion of Arapaho Road terminates to the northwest of the subject property. The subject appears to be at grade with Addison Road.

### Physical Characteristics

The subject site is basically level with no major drainage problems noted. Site grading appears to be such to carry surface water from the entire site to the east and the drainage in Addison Road. This is generally effective except in very heavy rainfalls. Apparently off-site drainage capacity is sufficient. The subject property is not located in a HUD designated flood plain area according to Town of Addison, Texas Community Panel No. 481089 0005 A, effective July 16, 1980. Access in and out of the site is accomplished from existing frontage along Addison Road adjacent to the east, via a shared drive with the restaurant to the north of the subject, and a drive entrance near the southeast corner of the subject site. Additional access into the subject site is by way of a cross-driveway approach between the subject and the adjacent-north property.

### Size/Shape

The subject property contains  $\pm 0.6916$  Acres, or  $\pm 30,126$  SF in a near rectangular configuration. Although small by current standards, the site is of sufficient size and shape to support independent economic development, if it were vacant and available for development.

Zoning: The subject property is zoned "LR", local retail district, under the Town of Addison's ordinances. This is a fairly broad classification providing for a wide variety of commercial usages. The subject improvements are allowable within the "LR" zoning. A 25' setback is required from street frontages (i.e., property boundary with right-of-way), including a 20' landscaped buffer. Parking requirements stipulate 1 parking space for each 70 SF of building area.

### Utilities

Sanitary sewer and water connections are provided through the Town of Addison. It is presumed that the present utilities directly available to the site are of sufficient capacity to support commercial development. Telephone service, electricity and natural gas are available and in adequate supply by private companies serving the subject's general area. The current design of access is considered sufficient to support commercial development. Given the abundance of adjoining street right-of-way, direct access to the subject site is considered both reasonable and probable.

### Easements and Restrictions

As set forth in the Assumptions and Limiting Conditions of this report, there was not available to the appraiser in the preparation of this appraisal a current title policy. It is assumed from a review of plats and public information that there are no, other than standard utility easements, easements affecting the subject property which are not shown on the site plans/plats, and further, that there are no private deed restrictions that would hinder its current use or future development. It is suggested that these assumptions be verified by competent parties. Typical utility easements are presumed to service the site.

### Site Improvements

The subject property is improved with a single story brick veneer restaurant building with adjacent paved surface parking lots, and landscaping.

DCAD records indicate 3,550 SF of building area. The offering sign at the front of the property indicates 4,025 SF of building. As permission to inspect the property was not secured, the DCAD figures will be used in this analysis. This building was constructed in ±1977 and is approximately 25 years old.

Surface parking spaces are provided on the north, south and west sides of the site. The front and north sides of the site are landscaped with a mixture of ornamental shrubs, trees, and grass ground cover. Additionally, there is ornamental stone/brick paving, a fountain, landscape pond, tree lighting, and a sprinkler system for portions of the landscaping. There is a concrete patio/porch on the north and west side of the building enclosed with an ornamental wrought-iron fence. An atrium area is built on the south side of the building. This landscape design exhibits moderate neglect at the date of inspection.

The primary entrance is located near the southeast corner of the building. Previous signage has been removed from the faces of the building. An identification sign is located in the southeast quadrant of the parking lot. Moderate decay and broken windows were observed. The condition of the flat roof where the HVAC appears to be located is unknown.

The design and condition of the interior of the building is unknown. It is presumed to have been updated in the early-to-mid 1990's when it was acquired for the Filling Station restaurant. It is further presumed that the continued vacancy of the property has accelerated the physical deterioration of the building.

Overall, the subject improvements appear to be in fair/serviceable condition; i.e., suitable for renovation for continued use as a restaurant facility.

## HIGHEST AND BEST USE

The Highest and Best Use, as defined by Real Estate Appraisal Terminology, Ballinger Publishing Company, Cambridge, Massachusetts (author Byrl D. Boyce, Ph.D.), Page 107, is as follows:

"That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in highest land value.

The definition immediately above applies specifically to the highest and best use of the land. It is recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until the land value in its highest and best use exceeds the total value of the property in its existing use."

Also implied is that the determination of the Highest and Best Use results from the appraiser's judgment and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact to be found. (Appraisal Terminology and Handbook, AIREA AND SREA, 1975) Some of the more important factors of influence include the legal parameters associated with zoning ordinances, deed restrictions, building code requirements and area market supply/demand conditions. Further, the trends within the neighborhood must also be considered and are discussed in the "Neighborhood Description and Trends" section of this report.

In addition to the typical considerations involved in estimating the Highest and Best Use of the subject property, the City of Addison requires approval from the U.S. Department of Transportation, Federal Aviation Administration (FAA), for the construction or alteration of improvements located within many of its zoning classifications. Even though the subject property is located outside the currently existing "clear zone" of the Addison Municipal Airport, these additional requirements may apply.

The subject property is located proximate to the east and south of the existing airport boundary and clear zone. Consideration was given to the development currently existing proximate to the north, south, east, and west of the subject in analyzing the potential uses for the subject site. While the FAA will not speculate on what types of improvements or alterations would be allowable, without proper application and supporting documentation, it is presumed by the appraiser that those uses existing proximate to the subject generally reflect the type of development that would be probable.

### Physically Possible Uses

As previously described, the subject tract is of such size and shape as to be suitable to support independent economic development. The site is physically suitable for a wide variety of potential future uses.

### Legally Permissible Uses

The main constraints are those affected by the subject tract's zoning ordinance. The "LR" zoning ordinance which regulates the subject allows for office, retail, restaurant, and other commercial uses. The character of the surrounding development and the subject's proximity to the Addison Road/Arapaho Road controlled intersection, and Beltline Road, it is estimated that retail or restaurant development would be the most appropriate for the site, if it were of vacant and available for development. There is no current or contemplated change in the subject site's zoning, nor is there one which would provide development opportunities that would create a higher return to the land than it's current classification.

### Financially Feasible

Even considering the building height restrictions imposed by clear zone considerations it is likely that a typical retail or restaurant development would generate the necessary revenues to provide for an adequate return on the cost of the land and improvements at current market rent rates in this location.

Retail or restaurant occupancy and rental rates suggest that the current local market is strong enough to support financial feasibility for development of the subject site as it is zoned. These uses could include restaurant, fast-food, retail or comparable high intensity/exposure traffic uses, as well as small office or other lower density uses.

### Maximally Productive

Based on the subject's zoning, current operational results and market analysis, it is estimated that the maximally productive utilization of the site as a retail or restaurant site is substantiated.

### **Highest and Best Use As Vacant Land**

The estimate of the Highest and Best Use of the subject Whole Property would be for retail or restaurant development which would take advantage of the Beltline Road/Arapaho Road facilities and the possible influence of the DART site to the near northeast of the subject property. The current zoning allows for a wide variety of potential uses which could take advantage of the subject's location.

### **Highest and Best Use As Improved**

Analysis of the subject property indicates that the currently existing improvements provide contributory value to the property. The improvements represent the estimated Highest and Best Use of the property "as improved". The existing improvements would provide for income which, in effect, provide a return on and of the investment represented by the property.



## THE APPRAISAL PROCESS

Appraisal theory provides three basic methods of appraising properties. They are the Cost Approach to Value, the Income Approach to Value, and the Sales Comparison Approach to Value.

The Cost Approach to Value embraces the philosophy that the replacement costs applied under the Principle of Substitution may define the value for a property. In this approach to value, the appraiser estimates the market value of the site, the replacement cost of the improvements less any applicable accrued depreciation, and then combines these two items to arrive at a cost estimate of value.

The Income Approach to Value is based upon an analysis of the potential income stream of the property and comparison of that income stream with those of similar properties. This calculation and analysis results in a net income stream attributable to the real estate. That income is then capitalized at a rate which is commensurate with the rates expressed in the marketplace by investors for similar properties. The resulting figure is an income estimate of value.

The Sales Comparison Approach to Value is a basis for estimating value based upon units of comparison derived from sales of similar properties in the marketplace. Those units of comparison are then applied to the subject property to arrive at a range of values which should be indicative of a value estimate. This approach is used not only for improved properties but also in estimating the current value of the subject site. That portion of the report is necessary to complete the Cost Approach.

After applying the three traditional approaches to value, it is the appraiser's responsibility to weigh the strengths and weaknesses of the three different approaches to value and determine which of the three is most applicable in the valuation of the subject property. This section of the report is captioned as "Reconciliation".

## **Land Value by the Sales Comparison Approach**

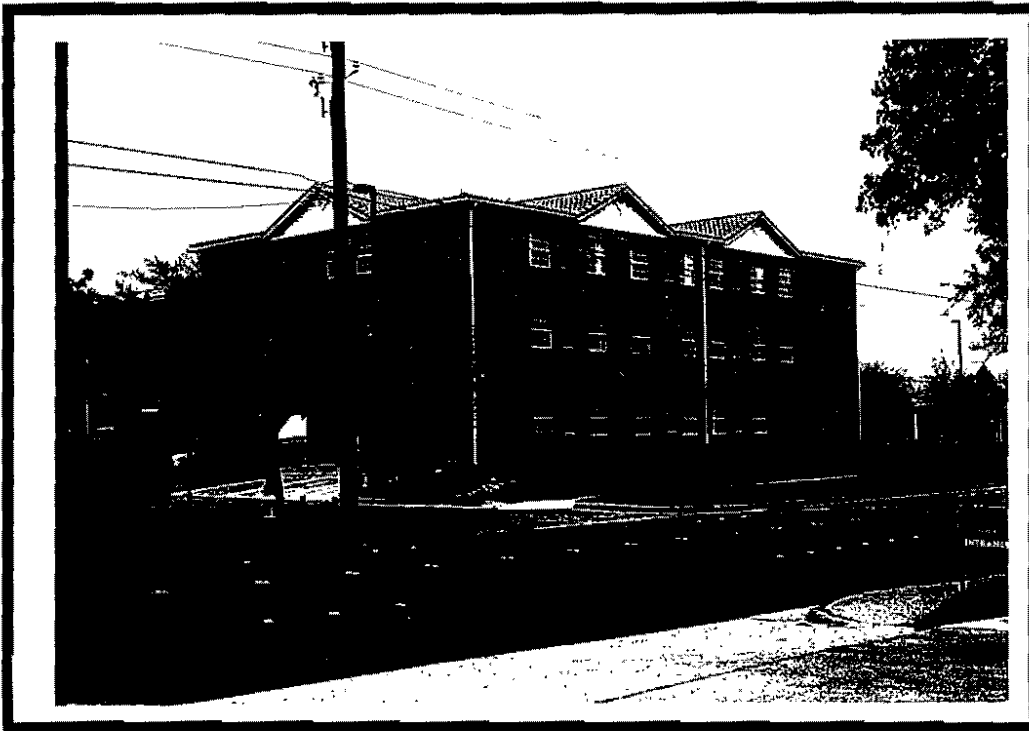
In this section of the report, the appraiser will present data and analysis leading to an estimate of market value as of the effective date of the appraisal for the subject site. Basically, this value is estimated by the comparison of sales of similar land tracts that are current or of recent date to the subject tract. This comparison relates the differences, if any, in the legal, physical, locational, and economic characteristics of the comparable sales and the subject site, analyzing also any differences in real property rights transferred, dates of sale, motivations of buyers and sellers, and any unusual financing arrangements for the sales analyzed, any of which factors might account for price variations. The adjustments, if any, for property rights conveyed, financing terms, sale conditions and market conditions are made sequentially and individually. Adjustments for location and physical characteristics are accumulated and made at the end of any adjustments from the previously cited sources.

From the information available, the following comparable sales presented all transferred ownership in fee simple, and there were no known unusual financing terms. General adjustments for market conditions relate to passage of time, e.g., in a rising market an earlier comparable sale would be adjusted upward to reflect conditions as of the effective date of the appraisal. Over the time period reviewed for the comparable sales, trends in either direction which cannot presently be ascribed to other contributing factors within the marketplace, other than those discussed following the comparable sales presentation, will be adjusted based on historical market data.

At the end of the presentation of the comparable sales, those sales will be summarized and a grid presented which makes the remaining adjustments called for relative to locational and physical differences between the comparables and the subject tract. The comparable sale prices as adjusted to the subject site are then analyzed to produce an estimate of market value for the land.

There are other methods available for estimating land value including allocation, extraction, subdivision and the land residual technique. Generally, in all cases, the estimation of land value by comparable market sales is considered appropriate and most desirable where sufficient data is available. This is the case for the subject site and the Sales Comparison Approach will be utilized solely in estimating its current market value. Sufficient data is available within the recent past to make an accurate appraisal specifically for the subject.

Comparable #1



**Location:** East side of Addison Rd, ±301' south of Arapaho Rd., also fronts south side of Arapaho Rd., Addison, TX

**Legal Description:** Abstract No. 482, Addison, Dallas County, TX

**Grantor:** Daryl N. Snadon

**Grantee:** Rail Hotels Corporation

**Date of Sale:** February 5, 1999

**Recorded:** 99024/1020

**Consideration:** \$10.00/SF (\$688,760)

**Terms of Sale:** Executed \$2,100,000 note to Ado Bank of Commerce (includes construction financing)

**Cash Equivalency:** \$10.00/SF

**Size:** ±68,877 SF; 1.5812 Acres

**Zoning:** C-1, commercial

**Comments:** This site wraps around the southeast corner of Arapaho & Addison Roads. A hotel has been built on this site.

**Verified By:** Jim Durbin - Broker 972.661.1011

**Mapsco #:** D-14C

## Land Sale Comparable #2



**Location:** 16500 Midway Road, Addison, Texas.  
**Legal Description:** Part of Lot 1, Blk A, Beltwood North Airport Addn., Addison, Texas.

**Grantor:** Maylar, LP  
**Grantee:** Sixteen Thousand Five Hundred, Inc.

**Date of Sale:** January 31, 2000  
**Recorded:** 2000020/2714

**Consideration:** \$8.05/SF (\$470,000)  
**Terms of Sale:** Exec. \$303,550 note to Texas Capital Bank  
**Cash Equivalency:** \$8.05/SF  
**Size:** ±58,414 SF; 1.341 Acres  
**Zoning:** I-3 (industrial)  
**Comments:** This site is along the east side of Midway Road, south of Sojourn, and along the west side of Addison Airport. It has extensive Midway Road frontage in an area transition from retail to commercial uses.

**Verified By:** James Brown (broker) 972.386.333  
**Mapsco #:** D-4P

**Land Sale Comparable #3**



**Location:** Southwest corner of Quorum & Edwin Lewis, Addison, Texas.

**Legal Description:** Quorum Center Addition, Addison, TX

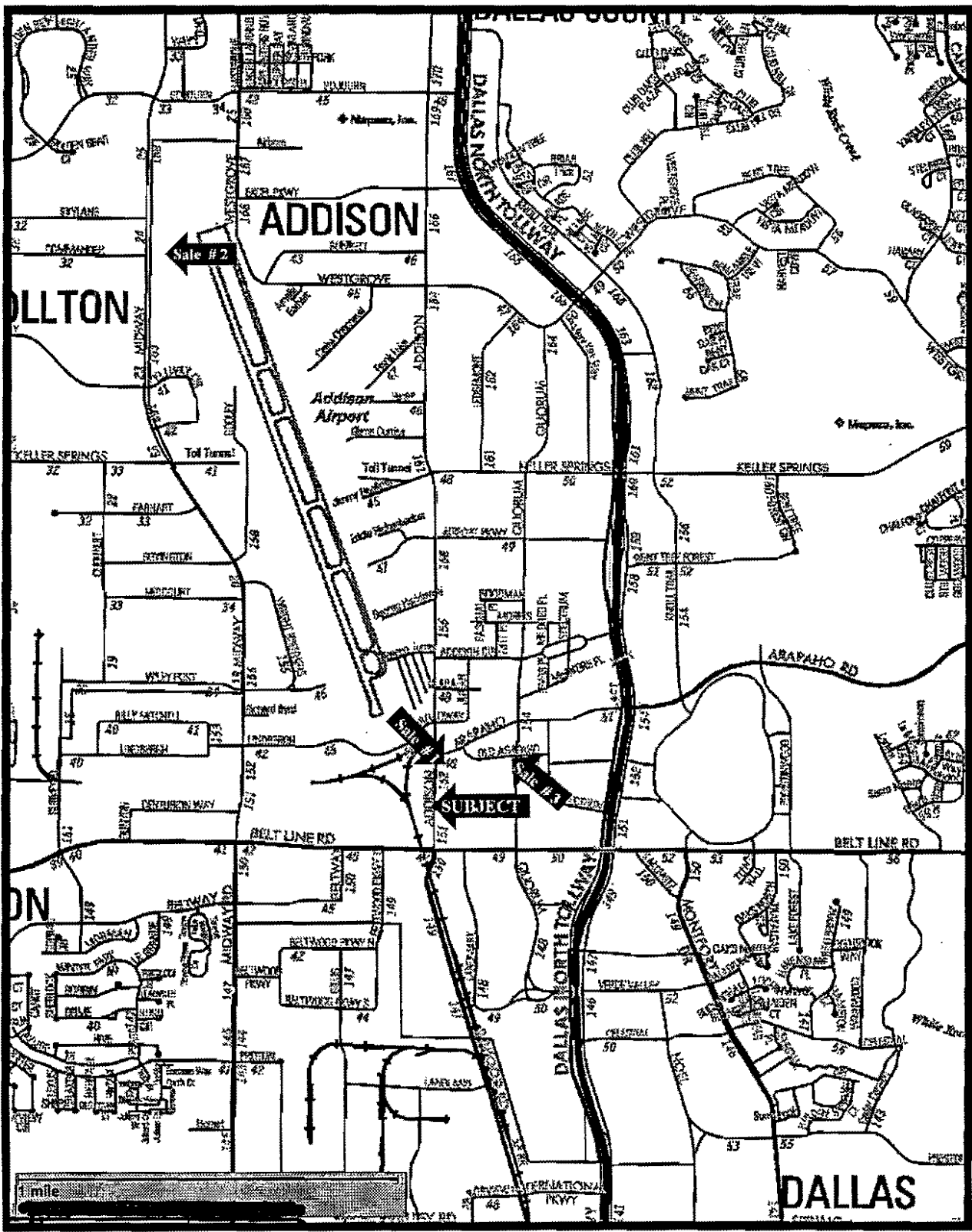
**Grantor:** Daryl Snadon  
**Grantee:** Springhill SMC Corporation

**Date of Sale:** January 5, 2001  
**Recorded:** 2001004/4624

**Consideration:** \$13.91/SF (\$2,750,000)  
**Terms of Sale:** All cash to seller  
**Cash Equivalency:** \$13.91/SF  
**Size:** ±197,762 SF; 4.54 Acres  
**Zoning:** PD, planned development - commercial  
**Comments:** This is a corner tract. A proposed hotel and restaurant will be built on this site.

**Verified By:** Jim Durbin - Broker 972.661.1011  
**Mapsco #:** D-14D

# COMPARABLE MAP



COMPARABLE LAND SALES SUMMARY				
Sale #	Date of Sale	Price/SF	Size (SF)	Zoning/Use
1	02/05/99	\$10.00	68,877	Commercial
2	01/31/00	\$ 8.05	58,414	Industrial
3	01/05/01	\$13.91	197,762	Commercial
Subject	03/02	N/A	±30,126	Retail

#### **Adjustments to Land Sale Comparables**

Standard appraisal practice calls for the analysis of the sales presented comparing each to the subject in regard to time passed from sale date to appraisal date (that is, changes in market conditions), locational differences, relative size, physical characteristics and utility. Adjustments were made from the known, i.e., the actual sale, to the unknown, i.e., the value of the subject. In a comparison heading where the subject is deemed to be superior to a particular sale, an appropriate upward adjustment is made to the comparable sale and vice versa. Your appraiser considered the application of paired sales analysis in adjusting the comparable sales to the subject. There was not sufficient comparability of the sales within those available for review that permitted a reasonable application of that type of analysis. The adjustments are based to a great degree on subjective analysis and market appraisal experience, but the adjustments rely on some easily recognizable and generally accepted maxims about the various aspects of comparison. They are briefly discussed in the following paragraphs which in short form discuss the items considered for each adjustment heading.

#### **Property Rights Conveyed**

This is a consideration of the real property interest conveyed. In the case of the comparable sales used in this analysis, all were transferred in fee simple, indicating no adjustment for this heading of comparison.

#### **Financing Terms**

This reflects that for similar properties, a higher price might be paid for one wherein very attractive financing terms are available to the purchaser. Any adjustments required under this consideration have been addressed within the discussion of each individual sale in converting reported transaction price to cash equivalency where conditions so indicate.

#### **Conditions of Sale**

This element of comparison is to reflect any unusual motivations of buyer and/or seller that would take the transaction out of the broad parameters of the definition of a sale for market value. Although paired sales were not available with which to compare it, it is the appraiser's opinion that

those conditions in all probability did not exist for any of the comparables selected for inclusion in this report.

### Market Conditions

Any number of factors, including fluctuations in supply and demand, inflation, depression and the like may cause changes in market conditions which are reflected in the prices of real property. The subject neighborhood has undergone significant growth in the recent past, which in turn has led to escalating land prices. Upward Time/Market Conditions adjustments will be applied to the selected comparable sales to reflect this change. While "time" is an important consideration in selecting comparable sales, location and utility were considered of paramount importance in this analysis. Sale #1, selected because it is across the street from the subject, is  $\pm 3$  years old and requires an upward adjustment for time due to perceived market growth. Sale #2 is  $\pm 2$  years old and requires a modest upward adjustment for time. Sale #3 is  $\pm 1$  year old and does not appear to warrant any adjustment for time, given the prevailing market conditions during that time.

### Location

In this portion of the adjustment process the appraiser considers locational aspects of the comparable sales as opposed to the subject. Such aspects as quality and quantity of surrounding development, adjacent land uses, and other perceived physical amenities are considered. Due to the lack of paired sales characteristics in the comparables, the adjustments are qualitative. Sale #1 wraps around the corner of Addison Road and improved Arapaho Road. The general location of this sale, geographically, is equal to that of the subject; it is across the street. Sale #2 is located along a less intensely developed section of Midway Road along the west side of Addison Airport. Its street location is considered to be inferior to that of the subject and is adjusted upward accordingly. Sale #3 is a corner tract on Quorum Drive. Both its Quorum Drive location and its proximity to the Tollway are considered superior locational attributes as compared to the subject. Corner/Access influence is treated separately.

### Zoning

The zoning of Sales #1 and #3 are considered to be comparable to that of the subject property. Sale #2 has an industrial zoning classification, allowing for less flexibility and intensity of development than the subject. An upward adjustment is deemed appropriate for these conditions inherent in Sale #2.

### Utility

In this category a number of factors are considered in adjusting the comparable sales and offerings to the subject property. They include physical dimensions and shape of the site, topography of the site, availability of public and private utilities, and accessibility among others. Those physical dimensions which permit the most economic and efficient use of the land also command better prices. This fact perhaps is best stated in that not having this advantage is an offset to sites with poor frontage-to-depth ratios and the like. Each of the comparables and the subject are considered to have comparable utility for future development, apart from the adjustments made in other categories in this analysis.

Access, exposure, and frontage all impact how a property will be accepted by the market. Additionally, immediacy of access is a specific consideration for the subject property, as opposed to general access and environs which are considered as a part of the "Location" category. The corner attributes of the subject site are discussed below under "Access/Frontage".



### Sight/View

This factor considers (1) how the property is presented to the public and (2) what the impact of surrounding property characteristics affect subject property. Comparables #1 and #3 are within a typical commercial development area, which exhibits good orderly development and design. Sale #2 is adjacent to Addison Airport and has a view of the airport and the adjacent tech/commercial development mix. The subject is deemed to be comparable to each of the comparable sales.

### Access/Frontage

Sale #1 requires a modest downward adjustment due to its access to improved Arapaho Road. This sale wraps around the corner of Arapaho Road (Improved) and Addison Road, giving two road access/frontage. Sale #3 is a true corner location and is considered to be superior in immediate access/frontage as compared to the subject. Sale #2 is an interior tract with single road frontage and is considered to be equal to the subject in terms of access/frontage.

### Size

The subject property is ±30,126 SF in size. All of the sales are considered to be inferior to the subject in size. While the subject is quite small, it is suitable for a relatively intense development. It is typically found that much larger tracts do tend to sell for a lesser "per unit" price than do smaller tracts that are generally available for similar, although smaller scale, developments. While there are no absolutes noted for size difference among the comparable sales selected for presentation herein, the general market reflected throughout the range of sales reviewed for this appraisal does indicate that the market is somewhat size sensitive. To a limited degree the market reflects a willingness to pay slightly more for smaller tracts, on a per square foot basis, than for large tracts. This would indicate an upward adjustment for size for each of the comparable sales.

There follows a grid which displays the adjustments to the comparable sales called for in the opinion of your appraiser.

LAND SALE ADJUSTMENT GRID			
	1	2	3
Cash Equivalent Price \$/SF	\$10.00	\$8.05	\$13.91
Property Rights Adjustment	-0-	-0-	-0-
Adjusted Price \$/SF	\$10.00	\$8.05	\$13.91
Conditions of Sale Adjustment	-0-	-0-	-0-
Adjusted Price \$/SF	\$10.00	\$8.05	\$13.91
Time/Market Conditions Adjustment	+10%	+ 5%	-0-
Adjusted Price \$/SF	\$11.00	\$8.45	\$13.91
Location Adjustment	-0-	+10%	-15%
Access/Frontage	- 10%	-0-	-20%
Zoning	-0-	+10%	-0-
Size Adjustment	+10%	+10%	+20%
Sight/View	-0-	-0-	-0-
Adjustment Factor	-0-	+30%	-15%
Adjusted Price \$/SF	\$11.00	\$10.99	\$11.82

**Market Value Estimate - Subject Site**

After adjustments, the comparable sales range from \$10.99/SF to \$11.82/SF. The average of the adjusted sales price is calculated at \$11.27/SF.

It is the appraiser's opinion that each of the Comparable Sales, as adjusted, are representative of the probable market value of the subject property. Sale #1 and Sale #3 are both in close proximity to the subject and suitable for comparable developments. The greatest reliance is placed upon these two sales. Each comparable has its strengths and weaknesses as compared to the subject. While these comparables are not identical to the subject in terms of size, use, and exact location, these sales are believed to accurately reflect the most probable range of value for the subject, as well as approximating the ultimate use of the subject. The comparables selected ultimately required fewer adjustments than other comparables in the market would require.

When analyzed in light of the general surrounding development, it appears that there is a market and, hence, a range of value which is generally acceptable for various forms of development on properties of this class in this area.

Over sixteen sales, occurring from 1997 to the present, were reviewed in the development of this appraisal. These sales were proximate to the market area of the subject and were analyzed to determine if there was any definable trend to the market activity. It is noted that sales to end-users is becoming more wide spread in this market for all classes of properties. Speculative investment does not appear to be the principal motivating factor. A number of sales reviewed were for near term use/development, and these sales reflected the upper limit of the market value range.

The range of the value indications provided by the Comparable Sales is considered to be a good indication of probable market value for the subject property.

Based on the aforementioned data and analysis, the Market Value of the subject site is estimated to be \$11.50 per square foot of the land area. The subject is estimated to contain ±30,126 SF of land area according to the documents provided. Therefore:

<u>Site Area</u>	<u>Value Estimate</u>	<u>Total</u>
±30,126 SF	\$11.50/SF	\$346,449
<b>ESTIMATED MARKET VALUE - WHOLE PROPERTY "SITE", Say</b>		<b>\$346,449</b>

## COST APPROACH TO VALUE

As noted, the Cost Approach to Value estimates the replacement or reproduction costs of the improvements plus land value to arrive at an indication of worth for the property appraised. This theory of valuation is based on the Principle of Substitution which holds that a knowledgeable purchaser will not pay more for a property than that amount for which he can obtain a property of equal utility and desirability by acquiring a site and constructing a building thereon within a reasonable period of time. This approach entails the following:

1. Estimation of the current replacement or reproduction cost of the improvements.
2. Estimation of all accrued depreciation, if any, of the improvements, deducting such depreciation from the current cost estimate.
3. Adding the value of the land as estimated by the Sales Comparison Approach to the estimated depreciated cost of the improvements.

Reproduction cost is defined as the cost required to exactly duplicate the existing improvements as of the effective date of the appraisal. Replacement cost is that estimated required to construct at current prices the Subject improvements with equivalent utility to the existing structure using current standard design layout and modern materials. As the Subject building is  $\pm 17$  years old and the fact that these kind of structures are of fairly standard design and construction, it is our opinion that utilization of replacement cost is appropriate within the Cost Approach.

### Replacement Cost Estimate

#### **Direct Building Costs**

The source for current cost data is from the *Marshall and Swift Valuation Service* as adjusted for time and locational variances. It is the appraiser's opinion that this building has the characteristics of the "Very Good Class D" restaurant buildings as described by *Marshall and Swift*. In Section 13, Page 14, which describes this type of building, current estimated replacement costs are stated at \$119.54/SF for Class "D" Very Good and \$91.30/SF for Good construction.

This amount must be adjusted by factors also prepared by *Marshall and Swift* for time lapse to the present from cost preparation date--1.05x--and adjustment for price differentials caused by different physical geographic locations--0.92x. Multiplying these two factors times the \$119.54/SF indicates a current estimated replacement cost for the Subject at \$115.48/SF.

Also included in direct costs are elements not covered in the per square foot amount published by *Marshall and Swift*. These items would include the cost of the landscaped/sprinklered areas at the front of the building, the signage in the parking lot, the concrete lot paving, and developer's profit.

The estimated cost new of the signage is \$4,000. The estimated cost of the landscape/sprinkler system at the front of the building is \$25,000. These estimates are based on interviews with developers as cross-referenced with *Marshall and Swift*.

The other major element of direct expense not covered in the per square foot cost is the amount for paved parking and drives. It is estimated that there is approximately 22,000 SF of paving associated with the subject property (site size less building & landscape area). The concrete paving is estimated to be 4" reinforced concrete at a current new cost estimate of \$3.50/SF (per *Marshall and Swift* estimates). This equates to \$77,000 for the paving on the subject site as obtained and adjusted from the segregated cost section of the *Marshall and Swift* report found on Page 2 of Section 66.

#### **Indirect Costs**

Other elements of construction costs not covered in the basic per square foot amount in *Marshall and Swift* are an allowance for entrepreneurial profit, loan fees and expenses over and above interest during construction--which are included in the basic square foot cost--and the initial leasing and marketing costs.

Entrepreneurial profit is estimated at -0- for the subject property. It is the appraiser's opinion that; 1) the restaurant market is slightly soft in this location at this time, and 2) that the size and design of the subject is more typical of owner/occupancy than an investor grade property (i.e., build to sell or lease, but not occupy).

The *Marshall and Swift* published prices do cover interest during construction but not loan fees.

#### **Depreciation - General**

Depreciation is defined in most appraisal textbooks as a loss in value as of the date of the appraisal from total replacement or reproduction costs. That depreciation may fall within three different categories. Those categories and the method of estimating the depreciation in each category are explained in the following paragraphs.

#### **Physical Deterioration**

**Curable physical deterioration** refers to items of deferred maintenance. This applies only to items requiring immediate repair. The measure of this category is the cost to correct or cure. Repairs to items such as the roof, painting the interior, carpeting and painting the exterior are typical items of curable physical deterioration. The building in general demonstrated a below standard of ongoing repair and maintenance. This is believed to be a result of the continued vacancy of the property.

**Short-lived incurable physical depreciation** recognizes that, while the majority of the structural components will have a life equal to the economic life of the total building, some will have a shorter life and a deduction must be made to allow for their gradual deterioration and eventual replacement. This amount is calculated by multiplying the percentage derived by dividing effective age by total physical life times the estimated replacement cost of the short-lived component. **Long-lived physical incurable depreciation** takes into account the decline in value due to normal wear and tear on the basic building structure and any concurrent loss in economic use due to its age. This amount is typically calculated by dividing the effective age of the building by its estimated economic life and multiplying the percentage result times the total replacement cost new less physical curable depreciation and the replacement cost of short-lived items for which physical incurable depreciation is taken, then, deducting that figure from replacement cost-new.

**Functional Obsolescence**

Functional obsolescence is loss in value attributable to such factors as poor design, changes in technology and super-adequacies and/or deficiencies in the construction. **Incurable Functional Obsolescence** occurs where deficiencies or super-adequacies are involved and the cost to cure is greater than the anticipated increase in utility or benefits to be derived. This form of depreciation is usually measured by the capitalization (by the rate developed in the Income Approach) of the net income loss attributable to the deficiency or super-adequacy. **Curable Functional Obsolescence** is that for which the cost to cure provides equivalent or superior economic returns to the property.

As noted, the Subject improvements are in conformity with development within the neighborhood. It is noted that the building appears to be of good functional design for a restaurant property. As such, it is the appraiser's opinion that there are no elements of curable or incurable functional obsolescence present in the subject property.

**Accrued Depreciation Estimate by Life Method**

This method of estimating total accrued depreciation is found by multiplying the percentage derived by dividing the effective age by the estimated total economic life of the building times the estimated replacement or reproduction costs of the improvements. The Marshall & Swift guidelines indicate a typical economic life for buildings of the type and construction quality of the subject to be ±50 years. The building's actual age is approximately 25 years. Considering the observed physical deterioration, the building's effective age is judged to equal it's actual age; ±25 years. The following table shows the calculation of Depreciation of All Items as described.

<b>Estimate of Incurable Depreciation All Items</b>	
Estimated Direct Building Replacement Cost New (Building)	\$409,954
Times Ratio of Effective Age to Use Life (25/50)	<u>x0.50</u>
Estimated Incurable Physical Depreciation, Long-Lived Items	<u>\$204,977</u>

The items of concrete and landscaping are estimated to have lower depreciation than the main building. The paving appears to be in very good condition and the landscaping and design items appear to be relatively low cost items to bring back to full value. Therefore, in the following cost summary, lower levels of depreciation are estimated for these items.

**Economic Obsolescence**

Economic obsolescence is a loss in value caused by detrimental influences outside the site. Unsightly or undesirable nearby usages such as salvage yards and heavy industrial plants that have an adverse effect on the value of the appraised property are causes of this type of value loss. Economic loss is always incurable and it is measured by either capitalizing the rent loss attributable to the negative influence or by comparable sales. No adverse physical influences so affecting the Subject property were noted.

There follows a Cost Approach Summary tabulating the preceding data leading to subject's value estimate by this method.

### COST APPROACH SUMMARY

<b>Direct Costs</b>		
3,550 SF @ \$115.48/SF - Main Building	\$409,954	
Signage	4,000	
Landscaping, etc.	25,000	
Concrete Paving	<u>77,000</u>	
<b>Total Estimated Direct Costs</b>		<b>\$515,954</b>
<b>Indirect Costs</b>		
Entrepreneurial Profit @ 0%	\$ -0-	
Loan Fees (est.)	<u>-0-</u>	
<b>Total Estimated Indirect Costs</b>		<u>-0-</u>
<b>Total Estimated Replacement Cost New</b>		<b>\$515,954</b>
<b>Estimated Depreciation</b>		
Main Building (.50 x \$409,954)	\$204,977	
Paving (.20 x \$77,000)	15,400	
Landscaping/Sprinkler (.20 x \$25,000)	5,000	
Signage (.50 x \$4,000)	<u>2,000</u>	
		<u>- 227,377</u>
<b>Depreciated Replacement Cost</b>		<b>\$288,577</b>
<b>Add: Site Value Estimate by Market Comparison</b>		<u>346,449</u>
<b>Total Estimated Replacement Cost After Depreciation</b>		<b><u>\$635,026</u></b>
<b>ESTIMATED MARKET VALUE BY COST APPROACH, Called</b>		<b><u>\$635,000</u></b>

## INCOME APPROACH TO VALUE

As discussed previously in the Appraisal Process section, the Income Approach to Value is the result of the analysis of the projected gross income stream for the subject property less vacancy and expenses to determine what net operating income for it can reasonably be expected. The first step in the Income Approach is determining what income can be achieved by the property under prudent management. This section typically directs itself to deriving rent comparables from similar properties to determine the stabilized gross annual income potential for it. From that gross annual income, a vacancy and collection loss factor is deducted to arrive at an effective gross income. From the effective gross income, total estimated operating expenses for the project are deducted to arrive at a proforma net operating income. This figure is converted to a value indication through a process known as capitalization.

The subject property is currently vacant, and has been vacant for a number of years. Therefore, there is no operating income data for the subject property. Furthermore, reliable rental income information was not available to the appraiser. Typically, restaurant properties which are leased have a two tier lease format: base rate rent, usually on a per-square-foot basis; and additional rent based on a percentage of gross business sales.

Brokers familiar with the restaurant market were interviewed about the potential for the subject property. Generically speaking, "average" rental incomes for properties like the subject were estimated in the \$25.00/SF range. With a vacancy rate of 5% and typical lease expenses of 15%, this would equate to  $\pm$ \$20.19/SF. This in turn would point to a net operating income for a property such as the subject of  $\pm$ \$71,675 annually (3,550 SF x \$20.19/SF). Capitalization rates were "estimated" over a very wide range, with 11.5% near the middle of those "estimates". Capitalizing this generic income data at 11.5% indicates a potential value of  $\pm$ \$623,257; remarkably close to the Cost Approach estimate.

Based on the lack of quality verifiable income and expense data on properties similar to the subject, the Income Approach will not be developed in depth in this appraisal. The preceding data and analysis is provided for general market perception only.



## SALES COMPARISON APPROACH TO VALUE (Improved)

An indication of value can be obtained by comparing the subject property with other restaurant properties which have sold in the marketplace. The reliability of this value indication will depend upon the similarities/dissimilarities between the subject and the properties which have sold. The basic units of comparison used by purchasers in the marketplace are the Price Per Unit and the Price per Square Foot of building area.

The Gross Income Multiplier (GIM) is an application that is available when facilities sell with a known sale price and a determinable gross annual income figure. The multiplier is derived by dividing the sale price by gross potential income. It is an accurate gauge to weigh the investment opportunity of one operating property against a similar operating property as it automatically adjusts for any physical, functional, or economic deficiencies of a property as reflected by the action of the rental marketplace.

The GIM is closely related to market action and it is fairly easy to explain. The principal advantage of the technique is that the reflection of rental income is direct. Therefore, differences between properties which could involve adjustments based upon subjective estimates by the appraiser have typically been resolved by the free action of the local rental market. If Property A has some advantage over Property B in age, condition, accessibility, location, or other physical characteristics, the difference in actual rental income presumably reflects the extent of this advantage as viewed in the marketplace. Because some adjustments for relative desirability are thus inherent in the factor, a GIM is not subject to adjustment after having been computed.

The GIM will not be used in this analysis. Although a number of confirmed sales are available with which to compare the subject property, no income history is available for these sales through which a market GIM can be estimated.

The Price Per Square Foot method considers the amount of area contained within a facility. The unit for valuation is computed by taking the sale price of the property and dividing by the square footage. This methodology directly compares the price for which a property actually sold to other properties of a similar nature, design, construction, quality, size, age, finish-out, and underlying land value, etc. The Price Per Square Foot methodology requires that adjustments be made by the appraiser to compensate for physical, functional and/or economic deficiencies of the properties used for comparison with the subject. The Price per Square Foot methodology can be subjective and requires the expertise of the appraiser for adjustments.

The following pages detail sales of three restaurant properties in the Addison area. An analysis with what are considered the appropriate units of comparison follows leading to an estimate of Market Value of the fee simple estate by the Sales Comparison Approach.

## Improved Sale Comparable #1

**Location:** NW/c of Quorum & Beltline, Addison, TX  
**Grantor:** Placid Refining Co. & Hunt Petroleum Corp.  
**Grantee:** Beltline Ground Lease Investors, LP  
**Date of Sale:** July 21, 1999  
**Recorded:** 99141/4434  
**Consideration:** \$1,850,000 ( $\pm 181.28/\text{SF}$ )  
**Terms of Sale:** All cash to grantor  
**Cash Equivalency:** \$1,850,000  
**Legal Description:** Part of Lot 2, Beltline-Quorum Addn., Addison  
**Zoning:** LR, local retail  
**Flood Plain:** No

### Improvement Data:

**Construction:** Masonry, single story free-standing  
**Year of Construction:**  $\pm 1990$   
**Condition & Appeal:** Good  
**Gross Building Area:**  $\pm 10,205$  SF  
**Land Area:**  $\pm 82,764$  SF  
**Land to Building Ratio:** 8.11:1  
**Type of Parking:** Surface, concrete

**Comments:** Building was occupied at the sale date. Base rent reported to be \$10.40/SF triple net, with overage estimated to bring the total rental rate to \$26.80/SF. No expense data was reported (triple net rent). This is a high traffic corner location, one block west of the Dallas North Tollway.

**Verified:** Roddy Report

**Mapsc0:** 14-C

## Improved Sale Comparable #2

**Location:** 4350 Beltline Road, Addison, Texas  
**Grantor:** G M R I, Inc.  
**Grantee:** Ping Corporation  
**Date of Sale:** January 5, 1998  
**Recorded:** 98002/5906  
**Consideration:** \$1,600,000 (±\$178.03)  
**Terms of Sale:** Exec. \$1,350,000 note to Texas First National Bank, Houston, TX  
**Cash Equivalency:** \$1,600,000  
**Legal Description:** Lot 3, Beltway Office Park III-R1, Addison, TX  
**Zoning:** LR SU-1, Addison, TX  
**Flood Plain:** No

**Improvement Data:**  
Construction: Masonry, single story, free-standing  
Year of Construction: ±1992  
Condition & Appeal: Good  
Gross Building Area: ±8,987 SF  
Land Area: ±92,565 SF  
Land to Building Ratio: 10.3:1  
Type of Parking: Surface, concrete

**Comments:** This was previously a Red Lobster restaurant. It had been vacant for ±18 months prior to the sale date. There was approximately \$500,000 of equipment in the facility (seller's estimate), or \$50,000 of equipment (buyer's estimate). This property is located on the south side of Beltline Road ±½ block east of Midway Road.

**Verified:** Muriel Hsiung, selling broker  
**MapSCO:** 14B

### Improved Sale Comparable #3

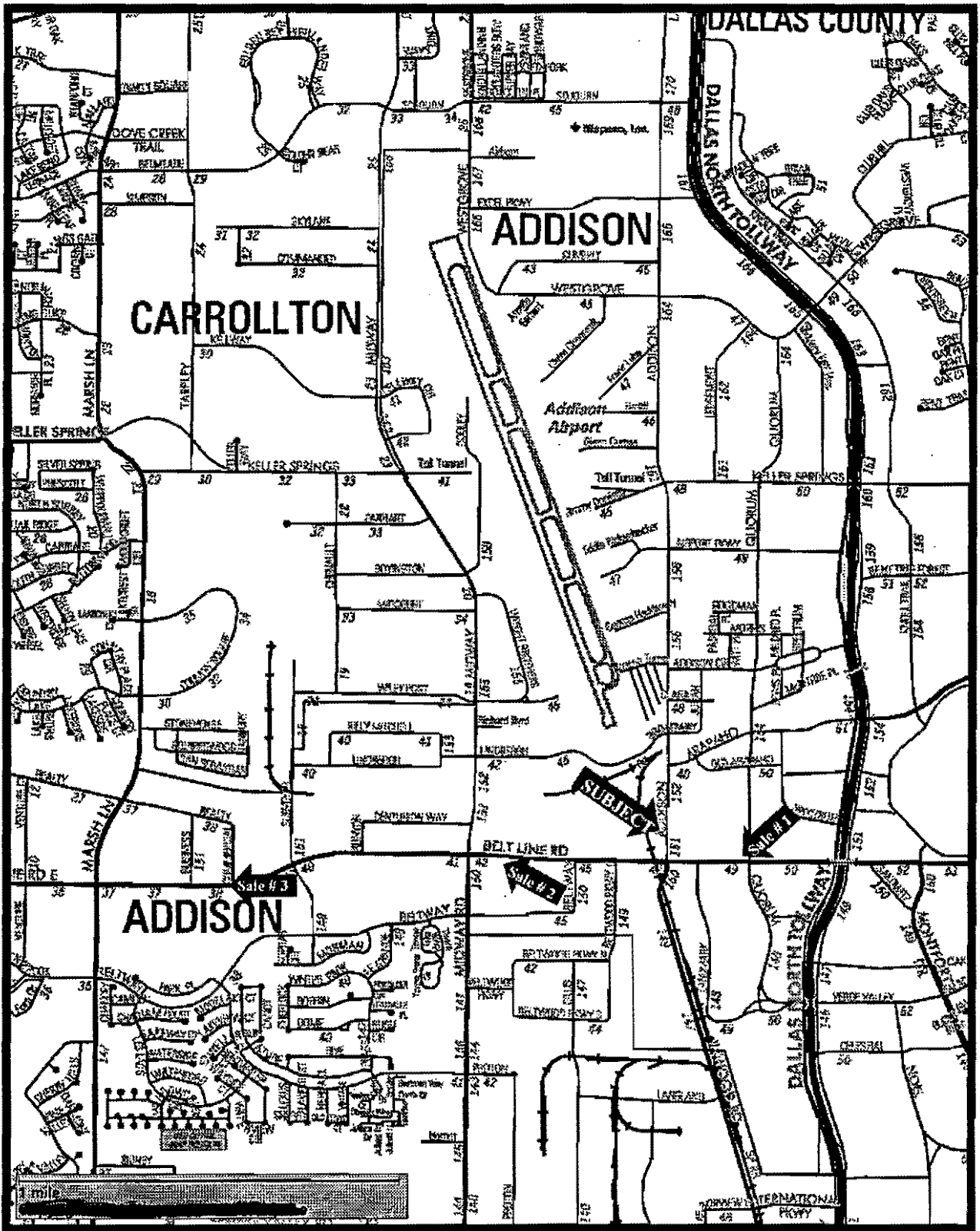
**Location:** 3885 Beltline Road, Addison, Texas  
**Grantor:** Red Robin International  
**Grantee:** The Flaming Grill, Inc.  
**Date of Sale:** July 19, 2000  
**Recorded:** 2000139/5273  
**Consideration:** \$1,550,000 ( $\pm$ \$187.04/SF)  
**Terms of Sale:** Exec. \$1,200,000 note to seller @ market rate  
**Cash Equivalency:** \$1,550,000  
**Legal Description:** Lot C, Block 3, Beltline Marsh Business Park Addn., Addison, Texas  
**Zoning:** PD-18, a local retail type zoning  
**Flood Plain:** No

**Improvement Data:**  
Construction: Masonry, single story, free-standing  
Year of Construction:  $\pm$ 1995  
Condition & Appeal: Good  
Gross Building Area:  $\pm$ 8,287 SF  
Land Area:  $\pm$ 84,419 SF  
Land to Building Ratio: 10.19:1  
Type of Parking: Surface, concrete

**Comments:** This restaurant was vacant at the date of sale. It is located on the north side of Beltline Road, where Commercial Drive intersects from the north. The purchaser reopened the facility as a restaurant and bar.

**Verified:** Kelly Hampton, broker  
**Mapsc0:** 14A

# COMPARABLE MAP



COMPARABLE BUILDING SALES SUMMARY				
Sale No.	Sale Date	Year Built	Building Area (SF)	Sale Price (\$/SF)
1	07/99	1990	10,205	\$181.28
2	01/98	1992	8,987	\$178.03
3	07/00	1995	8,287	\$187.04
Subject	NA	1977	3,550	NA

#### Analysis and Conclusions of Market Data

From the available comparable sales, one unit of comparison is derived that is typically utilized in the Sales Comparison Approach to Value. This methodology is utilized by comparing the Sales Prices per Square Foot (SP/SF), taking into consideration and adjusting for physical, locational and market condition factors affecting each sale as compared to the subject property.

#### Sales Price per Square Foot Analysis

The reader is referred to the previous discussion of adjustment factors presented in the earlier Sales Comparison Approach utilized in estimating the current market value of the land tract. That discussion applies here with the exception of some changes in the physical comparisons. We continue to compare and adjust for Location and Size variations. The remaining two appropriate for improved properties are one for Construction and Design and one for building Age/Condition.

As all of the sales were purchased for typical restaurant operation, all sales are treated as "fee simple" transfers. No unusual financing or other motivating factors were discovered which would affect the "conditions of sale" for any of the sales included herein. A comparison of the sales based solely on the date-of-sale indicates approximately a 1% per year upward adjustment to the subject.

#### Location

All of the sales are proximate to major arterials, as is the subject. However, Sale #1 is a corner location and is judged to be superior to the interior location of the subject property. A downward adjustment for this factor will be applied to Sale #1. No adjustments are made to Sales #2 and #3 for location.

#### Size

The subject property is reported to be 3,550 SF in size. The comparables range in size from 8,287 SF to 10,205 SF. While no apparent size differential is noted among the sales, it is noted that the subject is less than one-half the size of any of the selected comparables. However, older sales of varying sizes did not reveal any price differential which could be ascribed to total improvement size either. Restaurant facilities of the same class do not appear to be price/size sensitive at this time in this general location. Therefore, no adjustment will be made for size in this analysis.

### Design/Construction

All of the sales are considered to be of the same general design and construction as the subject facility, even considering normal variations. The comparables, both those selected and older sales reviewed, do not appear to be overly sensitive as long as they are of the same general class.

### Age/Condition

The subject improvements were constructed  $\pm 13$  to  $\pm 18$  years prior to the comparable sales. While the subject appears to have been renovated within the previous five to ten years, the subject is judged to be inferior in age and condition to Sale #1, which was operating at its sale date. As Sales #2 and #3 were vacant at their sale dates, it is presumed that they exhibited some deterioration that comes with vacancy, but not to an extent which would off-set their age differential with the subject improvements.

There follows an adjustment grid that sets forth the opinions of the percentage adjustments applicable to the comparable sales as discussed in the sales analysis and in the Comments and Adjustments paragraph of each of the sales previously presented.

<b>BUILDING SALES ADJUSTMENT GRID</b>			
	<b>1</b>	<b>2</b>	<b>3</b>
Sales Price/SF	\$181.28	\$178.03	\$187.04
Property Rights Adjustment	-0-	-0-	-0-
Adjusted Sales Price/SF	\$181.28	\$178.03	\$187.04
Financing Terms Adjustment	-0-	-0-	-0-
Cash Equivalent Price/SF	\$181.28	\$178.03	\$187.04
Conditions of Sale Adjustment	-0-	-0-	-0-
Adjusted Price/SF	\$181.28	\$178.03	\$187.04
Time/Market Conditions	+ 3%	+ 4%	+ 2%
Adjusted Price/SF	\$186.72	\$185.15	\$190.78
Location Adjustment	- 5%	-0-	-0-
Construction and Design	-0-	-0-	-0-
Age/Condition Adjustment	- 5%	- 2%	- 2%
Size Adjustment	-0-	-0-	-0-
Net Physical Adjustment Factor	-10%	- 2%	- 2%
Adjusted Price/SF	\$168.08	\$181.45	\$186.96

After adjustments, comparable building sales indicate a value range of the subject from \$168.08/SF to \$186.96/SF. The average of the adjusted prices is \$178.83/SF. Because both Sales #2 and #3 are not major corner locations, and because they had been vacant for a relatively long time prior to their sale, they are judged to be most nearly comparable to the attributes of the subject property at the

present. An estimate of value reflecting the mid-range of Sales #2 and #3, as adjusted, is deemed to be appropriate for the subject property. This would equate to approximately \$184.00/SF of improvement size. Therefore,

<u>Improvement Size</u>		<u>Price/SF</u>		<u>Indicated Market Value</u>
3,550 SF	x	\$184.00/SF	=	\$653,200

Thus:

**ESTIMATED MARKET VALUE BY SALES COMPARISON APPROACH, \$653,200  
(±\$184.00/SF)**



## RECONCILIATION

For reasons previously stated within this report, the Sales Comparison Approach was utilized in estimating the Market Value of the subject site. The generic Income Approach was developed to test the reasonableness of the conclusions derived in the Cost Approach. Generally, the Cost Approach is much better utilized in estimating the value of new or proposed improvements. It is more difficult to judge the various levels of depreciation on improvements the age of the subject improvements. The Income Approach was only generically developed for the subject property. The subject property improvements have utility in the current market, and there is evidence that the subject improvements are capable of producing income and, hence, value as they currently exist. Typically, income producing properties are traded on their ability to produce income. The Sales Comparison Approach had adequate data available to support a reasonable value conclusion. A summary of the value estimates derived for the Whole Property are as follows;

<b>Sales Comparison Approach - Land:</b>	<b>\$346,449</b>
<b>Cost Approach:</b>	<b>\$635,000</b>
<b>Income Approach: (Generic information only)</b>	<b>\$623,300</b>
<b>Sales Comparison Approach - Improved:</b>	<b>\$653,200</b>

The Sales Comparison Approach to Value is selected as the most reliable indicator of probable market value for the subject Whole Property. Therefore;

<b>WHOLE PROPERTY, say</b>	<b>\$653,200</b>
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*Note: As a complete physical inspection of the subject property was not performed, this estimate of market value should be considered as a "general estimate" only. Physical deterioration could adversely affect this estimate. As the proposed acquisition is well removed from the subject improvements, this situation is not judged to adversely affect this valuation.*

### Components of Value

Main Bld.	\$209,751
Signage	2,000
Landscaping/Sprinkler Sys., etc.	25,000
Paving/Parking/Walks/Drives	<u>70,000</u>
Improvement; Total Contributory Value	306,751
Land Value	<u>346,449</u>
Total	\$653,200

## PART TAKEN - VALUATION

This Taking is of a Parkway Easement and is considered as a Partial Property acquisition. The Part Taken is considered as severed land with no self-sustaining economic value. A plat of the subject showing the Part Taken is included in the Addendum of this report. This easement encompasses both the surface and subsurface use of the easement area. The use of this easement is for the location of utilities, installation of a pedestrian sidewalk, and for a landscaping buffer between the public road and this property.

The ownership of this property is giving up surface and subsurface control of the easement area (lost property rights). The Town of Addison will be responsible for improving the surface of the easement area with a public use sidewalk and landscaping. The Town of Addison will be responsible for relocating public/private utilities from the Addison Road right-of-way into the easement area.

The easement encompasses an area that the property owner previously had the responsibility for landscaping and maintaining. Subsequent to the acquisition, the Town has the responsibility for the maintenance of the easement area. The area of the easement does not affect any future development rights of the subject property. Set-back requirements will still extend from the subject property boundary, not the easement boundary. As there is no floor-area-ratio (F.A.R.) incorporated within the Town's zoning regulations, development density is not affected by the proposed easement. The easement encompasses the 20' landscape buffer required in the Town's landscaping regulations.

The parkway easement "Part Taken" consists of a strip of land approximately 20' wide, along the east side of the subject from north to south, generally parallel and adjacent, to the existing improved Addison Road right-of-way; a length of roughly  $\pm 161'$ . The land area within the proposed easement acquisition contains  $\pm 3,210.41$  SF of site area. There is insufficient land area for independent use consideration, and there is not sufficient utility of shape to support an independent economic use of the area encompassed by the proposed parkway easement.

Within the acquisition area are portions of grass ground cover, trees, shrubs, brick & stone landscaping accents, an ornamental mail box, partial sprinkler system, landscape lighting, landscape pond, and a pedestrian sidewalk. No other items of contributory value were noted within the acquisition area.

From the Land Valuation section of this report, the estimated fee simple value of the subject site is \$11.50 per square foot of land area. The value of the property rights extinguished in the easement area are estimated to be 50% of the fee simple interest, with the balance of the property rights remaining with the subject property owner.

The Town of Addison will replace and maintain the landscaping and install a pedestrian sidewalk within the parkway easement area. As those items of landscaping and paving "taken" will be replaced, no compensation will be made for the landscape items within the parkway easement. To do so would result in double compensation; both paying for an item, plus replacing it. The contributory value of the extra-ordinary landscape items (stone/bricks, lighting, sprinkler system, mailbox, etc.) will require compensation. It is estimated that the contributory value of these extra-ordinary items represents approximately 20% of the total "landscaping" estimate contained in the Whole Property value estimate.

Therefore, the estimated value of the parkway easement interest of the Part Taken is calculated as follows:

Part Taken - Parkway Easement

Land Area:	3,210.41 SF @ \$5.75/SF (50% of \$11.50/SF)	\$18,460
Improvements:	20% of landscape (items not replaced)	<u>5,000</u>
Total		\$23,460

## REMAINDER BEFORE THE TAKE - VALUATION

The value of the Remainder Before the Take is valued on the same basis as the Whole Property valuation, reflecting the loss of the land area and improvements in the easement area (Part Taken). In circumstances of partial property acquisitions, wherein the Part Taken is considered as severed land with no independent economic utility apart from the Whole Property, the sum of the values of the Part Taken and the Remainder Before the Take should equal the value of the Whole Property.

Technically, the value of the Remainder Before the Take should reflect the diminished property rights and the value of the improvements not replaced in the easement area.

The value of the Remainder Before the Take is valued as follows: (Refer to Page 33 for a breakdown of the contributory value of the individual components of the subject property value.)

<u>Remainder Components</u>	<u>Unit Value</u>	<u>Component</u>
Land Area		
26,915.59 SF - Fee	\$11.50/SF	\$309,529
3,210.41 SF - Easement	\$ 5.75/SF	18,460
Improvements		
Main Bld.		\$209,751
Sign		2,000
Landscaping, etc.		20,000
Paving, walks, drives, etc.		<u>70,000</u>
Total		\$629,740

(Whole Property - \$653,200 less Easement - \$23,460 equals \$629,740)

## REMAINDER AFTER THE TAKE - VALUATION

The Remainder After the Take is valued "as if" all of the public improvements are completed and in place. The Remainder After the Take is valued under the same guide lines and definitions as the Whole Property.

The size and shape of the Remainder site is sufficient for independent economic development. This remainder tract is 30,126 SF in size, the same as the Whole Property. From external appearances, the Remainder will be comparable to the Whole Property with the addition of a different landscape scheme. The in-ground utilities will not be apparent.

The land sales, improved sales, the cost and income data utilized to estimate the value of the Whole Property site are judged to be the best data with which to value the Remainder After the Take. All analysis and conclusions remain the same as for the Whole Property evaluation.

Basically, the Remainder After the Take is the original Whole Property with a  $\pm 20'$  wide parkway easement separating it from Addison Road. The underlying fee simple value of the property remains the same. The landscape buffer zone required of the subject is now the responsibility of the Town of Addison. As no future development rights, or current uses are limited by the parkway easement, the real estate market is not sensitive enough to detect any change in utility or value for the subject property. All of the major improvements are sufficiently removed from the acquisition area, so there is no impact on those improvements.

Therefore, the estimated market value of the subject remainder with the parkway easement improved and in place (i.e., a  $\pm 30,126$  SF site improved with a 3,550 SF restaurant facility and attendant site improvements), is the same as for the Whole Property - \$653,200.

## ESTIMATE OF JUST COMPENSATION

As the proposed acquisition represents a Partial Property acquisition, the estimate of Just Compensation is the sum of the estimates of 1) the value of the Part Taken and 2) any damages estimated between the value of the Remainder Before the Take and the value of the Remainder After the Take.

The values of the Remainder Before the Take and the Remainder After the Take indicate that enhancement occurs as a direct result of the improvement/extension of the Addison Road parkway improvement.

Remainder Before the Take	\$629,740
Remainder After the Take	<u>\$653,200</u>
Total	(\$ 23,460)

A negative value indicates that enhancement arises; i.e., the Remainder is more valuable with the parkway easement in place, than the value of the lost property rights in the easement area.

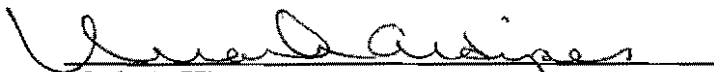
The previously derived estimate of value for the Part Taken also expresses the Estimate of Just Compensation. Therefore:

ESTIMATE OF JUST COMPENSATION	\$23,460
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## APPRAISER'S CERTIFICATE

The undersigned do hereby certify that, except as otherwise noted in the appraisal report:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice.
- Mark A. Hipes is currently certified under the Texas Appraiser Licensing and Certification board.
- I have made a personal inspection of the property that is the subject of this report.
- No one other than signors provided significant professional assistance in the preparation of this report.
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or approval of a loan.



Mark A. Hipes  
Texas Certification No. TX-1321416-G

**ADDENDUM**

**Comparable Rental Data  
Assumptions & Limiting Conditions  
Photographs of the Subject  
Survey  
Legal Description**

**Qualifications of Mark A. Hipes**



**ASSUMPTIONS AND LIMITING CONDITIONS**  
(Read Carefully)

The following assumptions and limiting conditions are attached to and are made a part of this Appraisal (the "Appraisal") of the subject property (the "Property") described in this Appraisal ("Appraisal") made by Hipes & Associates (the "Appraiser") at the request of the person or entity (the Beneficiary") to whom and for whose exclusive use this Appraisal was prepared and delivered; and, this Appraisal is made by the Appraiser and accepted by the Beneficiary subject and strictly according to the within assumptions and limiting conditions:

1. That legal and equitable title to the Property is good and merchantable and that title is held by the owner ("Owner") of the Property in fee simple absolute forever, unless otherwise agreed by the Appraiser in writing. (No responsibility is assumed for matters legal or chance, nor is any opinion rendered as to the title to the Property. The possible existence of any disputes, suits, assessments, claims, liens or encumbrances has been disregarded, and the Property is appraised as though free and clear.)
2. That no survey of the Property has been made by the Appraiser and no responsibility is assumed in connection with any matters that may be disclosed by a current perfect survey of the Property. (Dimensions and areas of the Property and comparables were obtained by various means including estimate and are not represented or guaranteed to be exact.)
3. That allocations of value between land and improvements are applied only under the current program of occupancy and utilization, and are not made or intended to be used in conjunction with any other appraisal and, if so used, are invalid.
4. That all information contained in this Appraisal is private and confidential and is submitted strictly for the sole use of the Beneficiary; and, no other person or entity is entitled to read, use or rely upon the contents thereof. (Possession of the Appraisal or any copy thereof, does not carry with it the right of publication or use. The Appraiser will not be required to give any testimony or appear in any court or other proceeding by reason of making or delivering the Appraisal without the prior written approval of the Appraiser.)
5. That all information and comments pertaining to the Property and other properties is the personal opinion of the Appraiser formed after examination and study of the Property and its surroundings; and, although it is believed that the information, estimates and analyses contained herein are correct, the Appraiser does not warrant or guarantee them, and assumes no liability for errors in fact, analysis or judgement. (Any misinformation about the Property furnished to the Appraiser by the Beneficiary, at the option of the Appraiser, may release the Appraiser from any liability and invalidate the Appraisal.)
6. That all opinions of value contained in the Appraisal are merely estimates. (There is no warranty or guarantee, written or implied, made by the Appraiser that the Property is worth or will sell for the appraised value now or ever.)
7. That disclosure of the contents of this Appraisal is governed by the Uniform Standards of Professional Appraisal Practice, and that, in addition, neither all nor any part of the contents of this Appraisal (especially any conclusions of value, the identity of the Appraiser, shall be disseminated to the public through reports, proposals, brochures or any other means of communication without the prior written consent and approval of the Appraiser. **BENEFICIARY WILL NOT CAUSE, SUFFER OR PERMIT ANY PUBLIC DISSEMINATION OF THIS APPRAISAL TO OCCUR AND, BY ACCEPTING THIS**

APPRAISAL, BENEFICIARY INDEMNIFIES APPRAISER AGAINST ANY LOSS, COST, LIABILITY, DAMAGE OR CLAIM INCURRED WITHOUT REGARD TO FAULT BY APPRAISER ARISING IN CONNECTION WITH ANY SUCH UNAUTHORIZED DISCLOSURE BY BENEFICIARY.

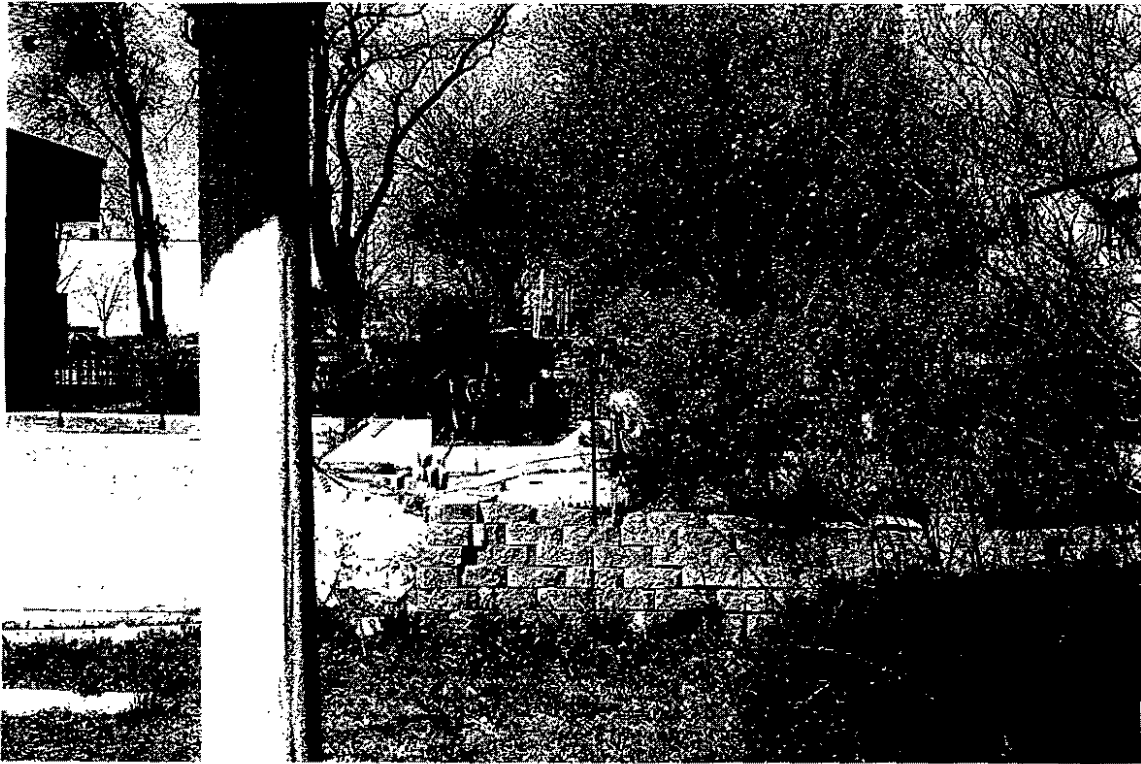
8. That there are no latent defects or any hidden or any unapparent conditions of the Property, subsoil, or structures which would render the Property more or less valuable. (No responsibility is accepted or assumed by Appraiser for any such conditions or for analyses or engineering which may be required to discover them.)
9. That no environmental impact or environmental condition studies were either requested or made in conjunction with this Appraisal unless otherwise agreed by Appraiser in writing and shown in the Appraisal and the Appraiser hereby reserves the right to alter, amend, revise or rescind any of the value opinions included in this Appraisal based upon any subsequent environmental impact or environmental condition studies, research, revelation or investigation. (In particular, unless otherwise agreed by Appraiser in writing, and shown in this Appraisal, this Appraisal/Appraiser assumes that no violations of any environmental, or other, laws affecting the Property are pending or threatened against the Property and that no toxic waste, hazardous materials or dangerous substances have ever been stored, used, produced, maintained, dumped or located on or about the Property.)
10. That the value of the Property is estimated on the basis that there will be no international or domestic political, economic, or other adverse conditions or any military or other conflicts including strikes and civil disorders that will seriously affect overall real estate values.
11. That Beneficiary understands that the real estate values are influenced by a large number of external factors, that the data contained in the Appraisal is all of the data that Appraiser considered necessary to support the value estimate and that the Appraiser has not knowingly withheld any pertinent facts; and, Beneficiary has been advised and agrees that the Appraisal does not warrant, represent or guarantee that Appraiser has knowledge or appreciation of all factors which might influence the value of the Property.
12. That due to the rapid changes in external factors affecting the value of the Property, Appraiser's value conclusions are considered reliable only as of the date of the Appraisal.
13. That on all appraisals made subject to satisfactory construction, repairs, or alterations of improvements, the Appraisal and value conclusions are contingent upon completion of such work on the improvements in a good and workmanlike manner, without dispute, per plans, in code, as agreed and within a reasonable period of time.
14. That the value estimate of the Property assumes financially and otherwise responsible ownership and competent management of the Property.
15. That the Appraisal consists of trade secrets and commercial or financial information which is privileged and confidential and exempted from disclosure under 5 U.S.C. 533 (b) (4). (Please notify Hipes and Associates of any request for any reproductions of this Appraisal.)
16. That accurate estimates of costs to cure deferred maintenance are difficult to make or assess and that many different approaches or arrangements can be attempted or applied in various ways. (Any estimates provided within this Appraisal represent reasonably probably costs given current market conditions, available information and the Appraiser's expertise. Further

deferred maintenance affecting the Property is considered to be limited to only those items, if any specified in detail, in the Property section of this Appraisal.

17. That the existence of potentially hazardous materials used in the construction or maintenance of the Property such as urea-formaldehyde foam insulation, asbestos in any form, and/or other dangerous substances or materials on the Property, has not been considered, unless otherwise shown in the Appraisal. (The Appraiser is not qualified to detect such material or substances and it is the responsibility of the Beneficiary to retain an expert in this field, if desired.)
18. That the liability of the Appraiser and its officer, directors and employees, agents, attorneys and shareholders is limited to the fee collected for preparation of the Appraisal. (Appraiser has no accountability or liability to any third party, except as otherwise agreed in writing by Appraiser and such other party.)
19. That any projected potential gross income of the Property referred to in the Appraisal may be based on lease summaries provided by the Beneficiary, Owner or third parties and Appraiser has not reviewed lease documents and assumes no responsibility for the authenticity, accuracy or completeness of lease information provided by others. (Appraiser suggests that legal advice be obtained regarding the interpretation of the lease provisions and contractual rights of parties under Leases.)
20. That Beneficiary and any party entitled to read this report will consider the Appraisal as only one factor together with many others including its own independent investment considerations and underwriting criteria or other observations, concerns or parameters in formulating its overall investment or operating decision. In particular, Appraiser assumes that the Beneficiary has made/obtained, relied upon and approved the following, none of which was furnished by Appraiser unless otherwise agreed by Appraiser in writing, to wit:
  - a. current survey of the Property showing boundary, roads, flood plains, utilities, encroachments, easements, etc.;
  - b. current title report of the Property with legible copies of all exceptions to title;
  - c. any needed soil tests, engineer's reports and legal and other expert opinions;
  - d. abstract or other report of environmental conditions or hazards affecting the Property;
  - e. current visual inspection of the Property and adequate study of its use, occupancy, history, condition and fitness for the purpose of underlying Beneficiary's request for this Appraisal;
  - f. copies of current insurance policy, tax statements, contracts, leases and notices affecting the Property;
  - g. any needed estoppel certificates of tenants, mortgagee's or others claiming any interest in the Property;
  - h. reports/opinions of Beneficiary's staff, contacts, agents and associates; and
  - i. Owner's experience with the Property.
21. That Appraiser's projections of income and expenses are not predictions of the future; rather, they are the Appraiser's best estimates of current market thinking about future income and expenses. (The Appraiser makes no warranty or guaranty that Appraiser's projections will succeed or materialize. The real estate market is constantly fluctuating and changing. It is not the Appraiser's task to predict or in any way forecast the conditions of a future real estate market; the Appraiser can only reflect, without warranty what the investment community, as of the date of the Appraisal, envisions for a particular time without assurances in terms of rental rates, expenses, capital, labor, supply, demand, ecology, etc.)

22. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this Property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the Property, together with a detailed analysis of the requirements of the ADA, could reveal that the Property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible non-compliance with the requirements of ADA in estimating the value of the Property. Special Note: This may not be adequate if "readily achievable" barrier removal items are obvious and should have been identified.

## SUBJECT PHOTOGRAPHS

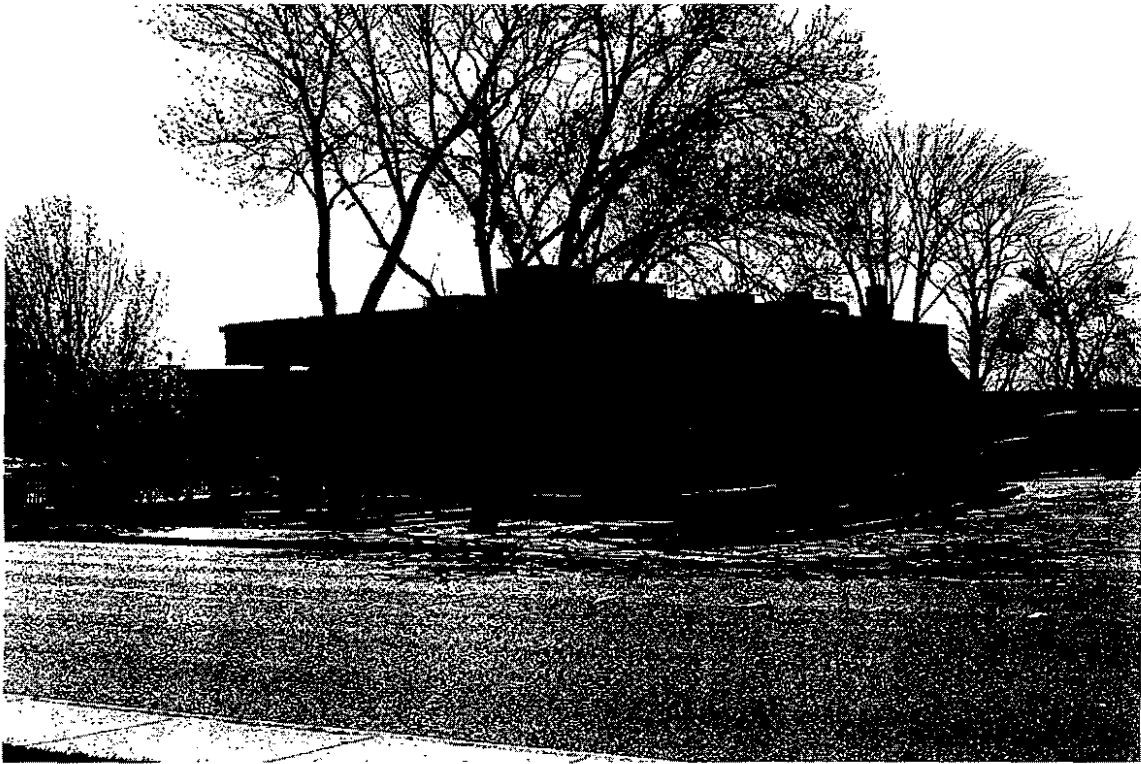


View of proposed Parkway Easement, looking north along Addison Road.



View of proposed Parkway Easement, looking south along Addison Road.

## SUBJECT PHOTOGRAPHS



View of the front of the subject property (east side), looking  $\pm$ west from Addison Road.



View of the back of the property, looking from the  $\pm$ southwest to the  $\pm$ northeast.

## SUBJECT PHOTOGRAPHS



View north along Addison Road from the subject property.



View south along Addison Road from the subject property.

## TOWN OF ADDISON, TEXAS

**FIELD NOTE DESCRIPTION  
FOR  
THE FILLING STATION OF ADDISON, INC.  
(PARKWAY EASEMENT)**

BEING a tract out of a 1.00 acre tract of land located in the Edward Cook Survey, Abstract No. 326, in the Town of Addison, Dallas County, Texas, 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, said tract of land being more particularly described as follows:

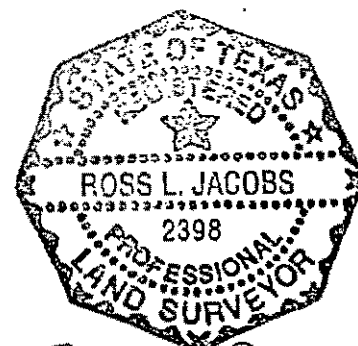
BEGINNING at a point for a corner, said point being the southeast corner of said 1.00 acre tract and the northeast corner of a 0.774 acre tract of land conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, and being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said point also being N 3° 47' 01" E, 149.58 feet from a found 1/2 iron rod in the south line of said 0.774 acre tract and also being the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of the Deed Records of Dallas County, Texas;

THENCE, N 89° 49' 29" W, along the south line of said 1.00 acre tract, and along the north line of said 0.774 acre tract for a distance of 20.00 feet to a point for corner;

THENCE, N 00° 13' 00" E for a distance of 160.45 feet to a point for corner, said point being in the north line of said 1.00 acre tract and in the south line of a 1.295 acre tract of land conveyed to Sambuca Partners Limited Partnership II, L. P., by a deed now of record in Volume 94100, Page 05581, of the Deed Records of Dallas County, Texas;

THENCE, N 89° 45' 01" W along the north line of said 1.00 acre tract and the south line of said 1.295 acre tract, a distance of 20.00 feet to a point for corner, said point being the northeast corner of said 1.00 acre tract, the southeast corner of said 1.295 acre tract and being in the west right-of-way line of said Addison Road, said point also being S 0° 00' 58" E, 354.02 feet from a found "X" in concrete and being the southeast corner of a 0.0331 acre tract of land conveyed to Oasis Car Wash, Inc. by a deed now of record in Volume 97234, Page 06238 of the Deed Records of Dallas County, Texas and also in the Addison Car Care Addition, an addition to the Town of Addison, Dallas County, Texas as recorded in Volume 87111, Page 0286 of the Map Records of Dallas County, Texas;

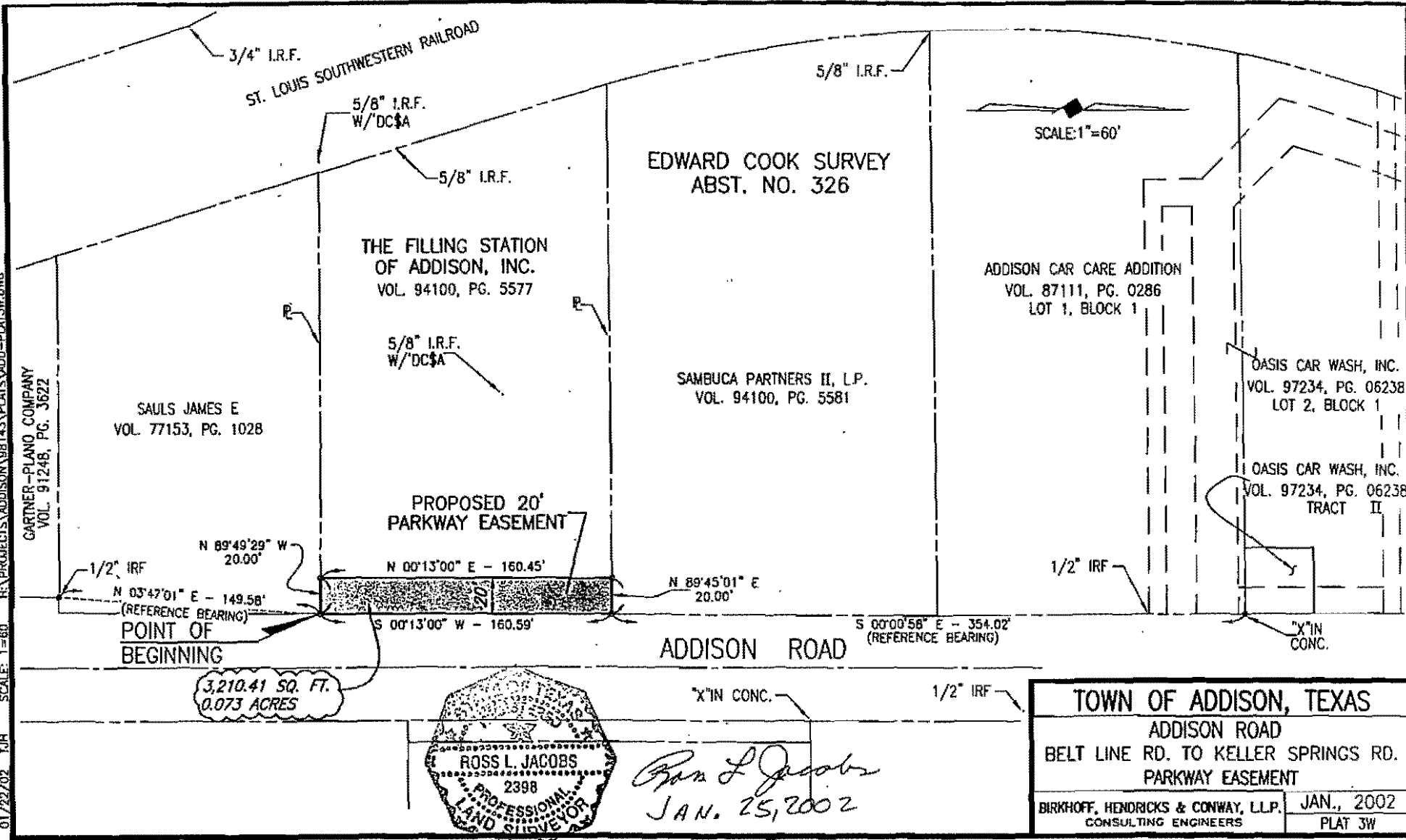
THENCE, S 00° 13' 00" W along the east line of said 1.00 acre tract and the west right-of-way line of said Addison Road, a distance of 160.59 feet to the Point of Beginning and containing 3,210.41 square feet (0.073 acres) of land.



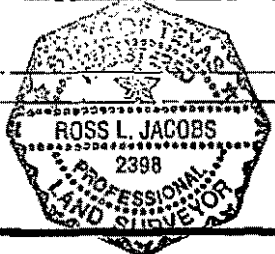
*Ross L. Jacobs*  
JAN. 25 2002



K:\PROJECTS\ADDISON\88143\PLATS\ADD-PLAT3W.DWG  
SCALE: 1"=60'  
TJH  
01/22/02



3,210.41 SQ. FT.  
0.073 ACRES



*Ross L. Jacobs*  
JAN. 25, 2002

TOWN OF ADDISON, TEXAS	
ADDISON ROAD	
BELT LINE RD. TO KELLER SPRINGS RD.	
PARKWAY EASEMENT	
BIRKHOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS	JAN., 2002 PLAT 3W

**MARK A. HIPES**  
**Qualifications**

Location of Office

7557 Rambler Road, Suite 260, LB 25, Dallas, Texas 75231

Education

Southern Methodist University

\* Bachelor of Business Administration - Quantitative Analysis

\* Master of Business Administration - Finance

Texas Real Estate Broker License - License No. 388907-26

Texas State Certified General Real Estate Appraiser - License No. TX-1321416-G

Appraisal Courses, Seminars

American Institute of Real Estate Appraisers

\* Course IIa - Case Studies in Real Estate Valuation

\* Course IIb - Valuation Analysis & Report Writing

Society of Real Estate Appraisers

\* Course 101 - Principals of Real Estate Appraisal

\* Course 201 - Income Property Valuation

\* Course R2 - Report Writing

Standards of Professional Practice

Various Seminars on Valuation & Litigation

Experience

02/87 to Present

Hipes & Associates

Independent Real Estate Appraiser

03/79 to 02/87

Dallas County Department of Public Works

Eminent Domain Appraiser

09/71 to 03/79

Self Employed

Financial Analysis/Real Estate Analysis

Types of Properties Appraised

Regional Malls

Industrial/Manufacturing

Automobile Dealerships

Shopping Centers

Apartments

Hospitals

Office

Farms/Ranches

Railroads

Office/Warehouses

Proposed Developments

Churches

Service Stations

Educational Facilities

Airports

All types of commercial/industrial properties and a variety of special use properties.

Extensive work in Eminent Domain & other forms of litigation valuation

Qualified as an "Expert Witness" in County, District, & Federal Courts