

OWNER'S CERTIFICATE

State of Texas
County of Dallas

THE ASHTON, LOT 1, BLOCK A

WHEREAS, Amicus Partners, Ltd., a Texas limited partnership is the owner of a tract of land situated in the G.W. FISHER SURVEY, Abstract No. 482, in the Town of Addison, Dallas County, Texas, as described in Special Warranty Deed to Amicus Partners, Ltd. as recorded in Volume 99195, Page 07791 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a cut "X" found in pavement at the intersection of the west right-of-way of Dallas Parkway (variable width) as evidenced by instrument to Gaylord Properties, L.P. (described as Tract 5) as recorded in Volume 97211, Page 01264 of the Deed records of Dallas County, Texas with the northwesterly right-of-way line of Addison Circle (109 foot wide right-of-way at this point) as evidenced by plat of Addison Circle Phase II, an addition to the Town of Addison, Texas as recorded in Volume 97217, Page 3056 of the Deed Records of Dallas County, Texas;

THENCE, South 72 degrees 58 minutes 59 seconds West along the northerly right-of-way line of Addison Circle a distance of 247.36 feet to a 5/8 iron rod set with Huitt-Zollars cap for the POINT OF BEGINNING;

THENCE, South 72 degrees 58 minutes 59 seconds West along the northerly right-of-way line of Addison Circle a distance of 179.69 feet to a five-eighths inch iron rod found with "Huitt-Zollars" cap for a corner, said point being the beginning of a non-tangent curve to the left having a radius of 101.50 feet;

THENCE, westerly along the northerly right-of-way line of Addison Circle and said curve to the left through a central angle of 57 degrees 31 minutes 26 seconds an arc distance of 101.90 feet and being subtended by a chord bearing North 78 degrees 15 minutes 18 seconds West a distance of 97.68 feet to a five-eighths inch iron rod found with "Huitt-Zollars" cap for the end of said curve;

THENCE, South 72 degrees 58 minutes 59 seconds West along the northerly right-of-way line of Addison Circle a distance of 84.75 feet to a five-eighths inch iron rod found with "Huitt-Zollars" cap for a corner on the east right-of-way line of Spectrum Drive (69 foot wide right-of-way at this point) as evidenced by said plat of Addison Circle Phase II;

THENCE, North 00 degrees 55 minutes 13 seconds East along the east right-of-way line of Spectrum Drive a distance of 253.20 feet to a five-eighths inch iron rod set with Huitt-Zollars cap for corner;

THENCE, South 89 degrees 04 minutes 47 seconds East departing the east right-of-way line of Spectrum Drive a distance of 104.49 feet to a five-eighths inch iron rod set with Huitt-Zollars cap for corner;

THENCE, South 58 degrees 20 minutes 25 seconds East a distance of 261.51 feet to a five-eighths inch iron rod set with Huitt-Zollars cap for corner;

THENCE, South 17 degrees 01 minutes 01 seconds East a distance of 59.32 feet to the POINT OF BEGINNING and CONTAINING 1.388 acres of land, more or less.

SPECTRUM DRIVE RIGHT-OF-WAY DEDICATION TRACT

WHEREAS, Gaylord Properties, L.P. is the owner of a tract of land situated in the G.W. FISHER SURVEY, Abstract No. 482, in the Town of Addison, Dallas County, Texas, and being a portion of two tracts of land described as Tract 3 and 4 in instrument to Gaylord Properties, L.P., as recorded in Volume 97211, Page 01264 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with Huitt-Zollars cap at the most northerly northeast corner of Addison Circle Phase II, an addition to the Town of Addison, Texas as recorded in Volume 97217, Page 3056 of the Deed Records of Dallas County, Texas, said point being on the east right-of-way line of Spectrum Drive (69 foot wide right-of-way as established by said plat) from which a 5/8 inch iron rod found with Huitt-Zollars cap at the intersection of the east right-of-way line of said Spectrum Drive with the northwesterly right-of-way line of Addison Circle (45 foot wide right-of-way at this point) bears South 00 degrees 55 minutes 13 seconds West at a distance of 218.98 feet;

THENCE North 89 degrees 04 minutes 47 seconds West along the north line of said Addison Circle Phase II, crossing said Spectrum Drive, a distance of 69.00 feet to a 5/8 inch iron rod found with Huitt-Zollars cap for a corner on the west right-of-way line of said Spectrum Drive from which a 5/8 inch iron rod found with Huitt-Zollars cap at the intersection of the west right-of-way line of said Spectrum Drive with the north right-of-way line of Morris Avenue (61 foot wide right-of-way) bears South 00 degrees 55 minutes 13 seconds West at a distance of 21.00 feet;

THENCE North 00 degrees 55 minutes 13 seconds East departing said north line of Addison Circle Phase II, a distance of 44.00 feet to a 5/8 inch iron rod set with Huitt-Zollars cap for a corner;

THENCE South 89 degrees 04 minutes 47 seconds East parallel with the said north line of Addison Circle Phase II, a distance of 69.00 feet to a 5/8 inch iron rod set with Huitt-Zollars cap for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West a distance of 44.00 feet to the POINT OF BEGINNING and containing 0.0697 of an acre of land, more or less.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Amicus Partners, Ltd. and Gaylord Properties, L.P. ("Owners") do hereby adopt this plat designating the hereon property as THE ASHTON, an addition to the Town of Addison, Texas, and, subject to the conditions, restrictions and reservations stated hereinafter, owner dedicates to the public use forever the streets alleys shown thereon.

The easements shown on this plat are hereby reserved for the purposes as indicated, including, but not limited to, the installation and maintenance of water, sanitary sewer, storm sewer, drainage, electric, telephone, gas and cable television. Owner shall have the right to use these easements, provided however, that it does not unreasonably interfere or impede with the provision of the services to others. Said utility easements are hereby being reserved by mutual use and accommodation of all public utilities using or desiring to use the same. An express easement of ingress and egress is hereby expressly granted on, over and across all such easements for the benefit of the provider of the services for which easements are granted.

The easements designated as "TXU Electric Company Easement" are subsurface easements reserved for the installation and maintenance of electric facilities. Owner shall have the right to use these easements, provided further that the Owner specifically reserves the right to construct improvements and structures over those easements designated as TXU Electric Company Easement (Under Structures).

Any "drainage and floodway" easement shown hereon is hereby dedicated to the public's use forever, but including the following covenants with regards to maintenance responsibilities. The existing channels or creeks traversing the "drainage and floodway" will remain as an open channel, unless required to be enclosed by ordinance, at all times and shall be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage and floodway easement. The City will not be responsible for the maintenance and operation of said creek or creeks or for any damage or injury of private property or person that results from the flow of water along said creek, or for the control of erosion. No obstruction to the natural flow of water run-off shall be permitted by construction of any type building, fence or any other structure within the drainage and floodway easement. Provided, however, it is understood that in the event it becomes necessary for the City to channelize or consider erecting any type of drainage structure in order to improve the storm drainage, then in such event, the City shall have the right, but not the obligation, to enter upon the drainage and floodway easement at any point, or points, with all rights of ingress and egress to investigate, survey, erect, construct or maintain any drainage facility deemed necessary by the City for drainage purposes. Each property owner shall keep the natural drainage channels and creeks traversing the drainage and floodway easement adjacent to his property clean and free of debris, silt, growth, vegetation, weeds, rubbish, refuse, matter and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision and maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage channels and creeks through the drainage and floodway easement, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent that cannot be definitely defined. The City shall not be held liable for any damages or injuries of any nature resulting from the occurrence of these natural phenomena, nor resulting from the failure of any structure or structures, within the natural drainage channels, and the owners hereby agree to indemnify and hold harmless the City from any such damages and injuries. Buildings areas outside the drainage and floodway easement line shall be filled to a minimum elevation as shown on the plat. The minimum floor of elevation of each lot shall be shown on the plat.

The maintenance or paving of the utility and fire lane easements is the responsibility of the property owner. All public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective system without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility. Buildings, fences, trees, shrubs or other improvements or growth may be constructed, reconstructed or placed upon, over or across the utility easements as shown; provided, however, that the owner shall at its sole cost and expense be responsible under any and all circumstances for the maintenance and repair of such improvements or growth, and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growth which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system or service.

Water main and sanitary sewer easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water service and sewer services from the main to curb or pavement line, and the descriptions of such additional easements herein granted shall be determined by their locations as installed.

This plat is approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Addison, Texas.

STATE OF TEXAS
COUNTY OF DALLAS

I (we), the undersigned, owner(s) of the land shown on this plat, and the designated herein as THE ASHTON subdivision to the Town of Addison, Texas, and whose name subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown of the purpose and consideration therein expressed.

I (we) further acknowledge that the dedications and/or exactions made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; I (we), my (our) successors and assigns hereby waive any claim, damage, or cause of action that I (we) may have as a result of the dedication or exactions made herein.

Amicus Partners, Ltd., a Texas limited partnership
By: Amicus G.P. Ltd., a Texas Corporation, General partner

By: Robert Shaw
Name: Robert Shaw
Title: President

WITNESS MY HAND at Dallas, Texas this the 15th day of February, 2000.

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, on this day personally appeared Robert Shaw, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this 15th day of February, 2000.

Kris Rhodes
Notary Public in and for the State of Texas



STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

I (we), the undersigned, owner(s) of the land shown on this plat, and the designated herein as THE ASHTON subdivision to the Town of Addison, Texas, and whose name subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown of the purpose and consideration therein expressed.

I (we) further acknowledge that the dedications and/or exactions made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; I (we), my (our) successors and assigns hereby waive any claim, damage, or cause of action that I (we) may have as a result of the dedication or exactions made herein.

Gaylord Properties, L.P., a Texas limited partnership
By: Opubco International, Ltd., a Delaware Corporation, General partner

By: David C. Stovry
Name: David C. Stovry
Title: Treasurer

WITNESS MY HAND at Oklahoma City, Oklahoma this the 16th day of February, 2000.

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned authority, on this day personally appeared David C. Stovry, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this 16th day of February, 2000.

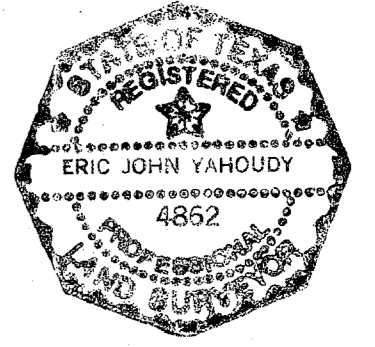
Kelley Luvauer
Notary Public in and for the State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

I, Eric J. Yahoudy, a Registered Professional Land Surveyor, hereby certify that the foregoing plat was compiled from an accurate survey made on-the-ground, under my personal supervision.

For Huitt-Zollars, Inc.

Eric J. Yahoudy
Registered Professional Land Surveyor
Registration No. 4862

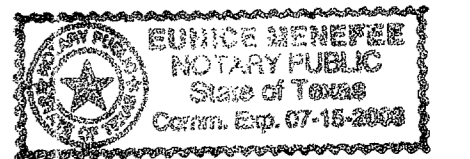


STATE OF TEXAS
COUNTY OF DALLAS

BEFORE the undersigned authority, a Notary Public in for the State of Texas on this day personally appeared, Eric J. Yahoudy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of the office this 14th day of February, 2000.

Franice Deane
Notary Public in and for the State of Texas



CERTIFICATE OF APPROVAL

Approved this 14th day of February, 2000, by the Town Council of Addison, Texas.

Mayor
Secretary

FINAL PLAT
THE ASHTON

1.388 ACRES & SPECTRUM DRIVE RIGHT-OF-WAY DEDICATION
SITUATED IN THE G.W. FISHER SURVEY, ABSTRACT NO. 482
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

PREPARED FOR
AMICUS PARTNERS, LTD.
15601 DALLAS PARKWAY
SUITE 525
ADDISON, TEXAS 75001

FEB. 14, 2000
Sheet No.
2 OF 2
Project No.
01-2617-07

HUITT-ZOLLARS
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