

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS, MAGNOLIA HOSPITALITY GROUP LTD., A TEXAS LIMITED PARTNERSHIP, is the owner of a 2.451 acre tract of land out of the Thomas L. Chenoweth Survey, Abstract No. 273, Dallas County, Texas; said tract being part of Lot 2, Block 1 and all of Lot 3, Block 1 of the Belt Line Center, an addition to the Town of Addison, Texas according to the plat recorded in Volume 92145, Page 3641 of the Deed Records, Dallas County, Texas; said 2.451 acre tract being more particularly described as follows:

BEGINNING, at a cut "x" in concrete set in the south right-of-way line of Belt Line Road (a 100 foot wide right-of-way); said point also being the northwest corner of Lot 1, Block 1 said Belt Line Center; said point also the intersection of the centerline of a variable width Access Easement, dedicated by instruments recorded in Volume 92009, Page 3611 and Volume 92084, Page 3178 of the Deed Records of Dallas County, Texas;

THENCE, departing said south right-of-way line of Belt line road and along the said center line of the said Access Easement and the west and south line of said Lot 1, the following: three courses and distances;

South 00 degrees, 35 minutes, 00 seconds West, a distance of 305.30 feet to a cut "x" in concrete set at the beginning of a curve to the left whose center bears South 81 degrees, 25 minutes, 00 seconds East, a distance of 85.00 feet from said point;

Southerly, southeasterly and easterly, along said curve to the left, through a central angle of 90 degrees, 33 minutes, 42 seconds, an arc distance of 134.35 feet, on a chord bearing and distance of South 44 degrees, 41 minutes, 51 seconds East, 120.62 feet, to a cut "x" in concrete set at the end of said curve;

South 89 degrees, 58 minutes, 42 seconds East, a distance of 89.72 feet to a cut "x" in concrete set; said point being in the west line of the Addison Plaza II Addition, an addition to the Town of Addison, Texas according to the plat recorded in Volume 79069, Page 1424 of the Deed Records of Dallas County, Texas;

THENCE, South 00 degrees, 01 minutes, 18 seconds West, along said west line, a distance of 294.43 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set at the southwest corner of said Addison Plaza II; said point being in the north line of the Pecan Square Condominiums Addition, an addition to the Town of Addison, Texas according to the plat recorded in Volume 82185, Page 1772 of the Deed Records of Dallas County, Texas;

THENCE, North 89 degrees, 25 minutes, 00 seconds West along the said north line of the Pecan Square Condominiums Addition, a distance of 279.56 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner; said point being the southeast corner of Lot 2R, Block 1, of the Replat of the Belt Line Center Addition, an addition to the Town of Addison, Texas according to the plat recorded in Volume 17060, Page 3189 of the Deed Records of Dallas County, Texas;

THENCE, North 00 degrees, 41 minutes, 06 seconds East, along the east line of said Lot 2R, a distance of 362.88 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at a re-entrant corner of said Lot 2R;

THENCE, South 89 degrees, 25 minutes, 00 seconds East, along a south line of said Lot 2R, a distance of 86.71 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set at the beginning of a non-tangent curve to the right whose center bears North 81 degrees, 34 minutes, 46 seconds East, a distance of 100.00 feet from said point; said point also being in the west line of said Access Easement;

THENCE, along the west line of the said Access Easement the following four courses and distances;

Northerly, along said curve to the left through a central angle of 09 degrees, 00 minutes, 14 seconds, an arc distance of 15.71 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at the end of said curve;

North 00 degrees, 35 minutes, 00 seconds East, a distance of 105.30 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found;

North 04 degrees, 33 minutes, 34 seconds West, a distance of 100.40 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set at an angle point;

North 00 degrees, 35 minutes, 00 seconds East, a distance of 69.50 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set at the beginning of a curve to the left whose center bears North 89 degrees, 25 minutes, 00 seconds West, a distance of 70.00 feet from said point;

Northerly, along said curve to the left, through a central angle of 25 degrees, 50 minutes, 08 seconds, an arc distance of 31.56 feet, on a chord bearing and distance of North 12 degrees, 20 minutes, 04 seconds West, 31.30 feet, to a cut "x" in concrete set in the said south right-of-way line of Belt Line Road.

THENCE, South 89 degrees, 25 minutes, 00 seconds East, along said south right-of-way line, a distance of 31.00 feet to the POINT OF BEGINNING;

CONTAINING, 96,354 square feet or 2.212 acres of land, more or less.

OWNERS DEDICATION

That MAGNOLIA HOSPITALITY GROUP LTD., a Texas limited partnership, acting through its managing partner, MAGNOLIA HOSPITALITY, L.L.C., does hereby adopt this plat designating the hereinabove property as the Replat Lot 2AR, Block 1, Belt Line Center, 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 and alleys shown hereon.

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 the easements, provided however, that it does not unreasonably interfere or impede with the provision of the services to others. Said utility 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 services for which easements are granted.

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 easement 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 to 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 the so 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. Building areas outside the drainage and floodway easement line shall be filled to a minimum elevation as shown on the plat. The minimum floor 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 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 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 the utility. Buildings, fences, trees shrubs or other improvements or growth may be constructed, reconstructed or placed upon, over or across the utility easement as shown; provided, however, that 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.

WITNESS my hand at Dallas, Texas, this the ____ day of _____, 1997.

MAGNOLIA HOSPITALITY GROUP, L.L.C.
JAY SHINN, PRESIDENT
MANAGING PARTNER

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JAY SHINN, 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 and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1997.

My commission expires:

Notary Public in and for Dallas County, Texas

SURVEYOR'S CERTIFICATE

THAT I, JAMES A. KOCH, JR., Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual and accurate survey of the land made on the ground and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the platting rules and regulations of the City of Addison, Texas.

James A. Koch, Jr.
Registered Professional Land Surveyor
No. 4688

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James A. Koch, Jr., 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 OFFICE this ____ day of _____, 1997.

My commission expires:

Notary Public in and for Dallas County, Texas


SHEET 2 OF 2
FINAL PLAT
OF

**LOT 2A, BLOCK 1
BELT LINE CENTER**

LOCATED IN THE TOWN OF ADDISON, TEXAS
AND BEING OUT OF THE
THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273,
DALLAS COUNTY, TEXAS

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OWNER:
MAGNOLIA HOSPITALITY GROUP LTD.
2401 AIRPORT FREEWAY
BEDFORD, TEXAS 76021
TEL (817)283-5006

 PACHECO KOCH		9401 LBJ Freeway, Suite 300	
Consulting Engineers, Inc.		Dallas, Texas 75243	
Civil Engineering • Land Surveying		(972) 235-3031	
DRAWN BY	CHECKED BY	SCALE	DATE
CHI	JAK	1"=30'	10/31/97
			JOB NUMBER
			1488-97.146