

LOT 1, BELT LINE - QUORUM ADDITION VOL. 91077, PG. 4068

OWNER'S CERTIFICATE

STATE OF TEXAS COUNTY OF DALLAS ()

THAT Yorkland Partners, L.P. is the Owner of the following described property to-wit:

BEING a tract or parcel of land situated in the G.W. Fisher Survey, Abstract No. 482, Dallas County, Texas and being all of Quorum Centre-East No. 1 Addition, an addition to the Town of Addison, Texas as recorded in Volume 93119 at Page 3691, Map Records, Dallas County, Texas and being part of The Quorum Centre Addition, an addition to the Town of Addison, Texas as recorded in Volume 84067 at Page 5718, Map Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a chiseled "x" set for corner, said point being in the west line of Quorum Drive (a variable width R.O.W.); and being the southeast corner of the aforementioned Quorum Centre-East No. 1 Addition and being the northeast corner of Lot 1. Belt Line-Quorum Addition, an addition to the Town of Addison as recorded in Volume 91077 at Page 4068, Map Records, Dallas County, Texas;

THENCE N 89'57'28" W, leaving the west line of Quarum Drive and along the south line of Quorum Centre-East No. 1 Addition (projected), a distance of 352.82 feet to an iron rod set for

THENCE N 0075'05" W, a distance of 175.00 feet to an iron rad set for corner:

THENCE S 89'57'28" E, a distance of 352.82 feet to an iron rod set for corner, said point being in the west line of Quorum Drive:

THENCE S 0075'05" E, along the west line of Quorum Orive, a distance of 175.00 feet to the POINT OF BEGINNING and containing 61,743 square feet or 1.4174 acres of land, more or less.

That YORKLAND PARTNERS, L.P. ("Owner") does hereby adopt this plat designating the herein above property as the replat of QUORUM CENTRE.

EAST NO.1 ADDITION, 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 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 incress 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 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 of 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 abstruct 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 undesired 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 in thies of any nature resulting from the occurrence of these na rai 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 lamages and injuries. Building areas outside the drainage and findway easement line shall be filled to a minimum elevation as nown on the plat. The minimum floor of elevation of each lot sho be shown on the plat.

The maintenance or paving of the utility and fire lane easements is the responsibility of the property when. All public utilities shall, at all times, have the full to bit of ingress and egress to construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or arts of its respective system anyone. Any public utility shall have the right of ingress and any maintenance and service required or ordinarily performed by that utility. Buildings, fences, tre 3, shrubs or other upon, over or across the utility e sements as shown; provided, however, that owner shall, at its sie cost and expense, be have the right to remove and keel removed all or parts of any buildings, fences, trees, shrubs or other improvements or growth which in any way endanger or into fere with the construction, maintenance or efficiency of its respective system or service.

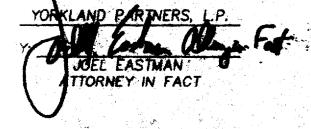
Water main and sanitary sewer ecoments shall also include additional area of working space of construction and maintenance of the systems. Additional easer intorea is also conveyed for installation and maintenance of maholes, cleanouts, fire hydrants, line, and the descriptions of such additional easements herein granted shall be determined by their locations as installed.

This plat is approved subject to coplatting ordinances, rules,

and from and upon the said utily easements for the purpose of without the necessity at any time of procuring the permission of egress to private property for the purpose of reading meters and improvements or growth may be sonstructed, reconstructed or placed responsible under any and all circ instances for the maintenance and repair of such improvements or gowth, and any public utility shall

water service and sewer services om the main to curb or pavement

regulations and resolutions of the lown of Addison, Texas.



STATE OF TEXAS

COUNTY OF DALLAS ()

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared Joel Eastman, 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 considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this W day of



SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENT:

THAT I, John R. Piburn, Jr., do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were found or properly placed under my personal supervision in accordance with the platting rules and regulations of the Planning and Zoning Commission of the Town of



Registered Professional Land Surveyor John R. Piburn, Jr., R.P.L.S.

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared John R. Piburn, 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 considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of Hay.



My Commission Expires 12-21-96

CERTIFICATE OF APPROVAL

MAYOR. TOWN OF ADDISON

CITY SECRETARY

VOLUME_____ PAGE____

QUORUM CENTRE - EAST NO. 1 ADDITION

SITUATED IN THE G.W. FISHER SURVEY, ABSTRACT NO. 482 AND BEING ALL OF QUORUM CENTRE - EAST NO. 1 ADDITION DALLAS COUNTY, TEXAS AND BEING PART OF THE QUORUM CENTRE ADDITION. AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS

OWNER YORKLAND PARTNERS, L.P. 1445 ROSS AVENUE SUITE 4000 DALLAS, TEXAS 75202-2790 (214)-855-7811

SURVEYOR BROCKETTE, DAVIS, DRAKE, INC. 4144 N. CENTRAL EXPRESSWAY SUITE 1100 DALLAS, TEXAS 75204 (214)-824-7064

MAY, 1995