

NANCY E. JEANE

Notary Public, State of Texas

OWNER'S CERTIFICATE

STATE OF TEXAS

COUNTY OF DALLAS

WHEREAS, SEC Beltline & Marsh Partners, L.P. and Exxon Corporation, a New Jersey corporation, are the owners of a tract or parcel of land situated in the Thomas L. Chenowith Survey, Abstract Number 273, in the Town of Addison, Dallas County, Texas, and being all of a 2.5434 acre tract (Tract 1) and part of a 0.9127 acre tract of land conveyed to SEC Beltline & Marsh Partners, L.P. by Deeds recorded in Volume 93239, Page 3855 and Volume 94105 Page 2492, (respectively) Deed Records, Dallas County, Texas, and being all of that tract of land conveyed to Exxon Corporation, a New Jersey corporation, by Deed recorded in Volume 96024, Page 1398, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a "+" cut set for corner at the south end of a corner-clip at the intersection of the East Right-of-Way line of Marsh Lane (100-foot wide Right-of-Way) and the South Right-of-Way line of Belt Line Road (100-foot wide Right-of-Way);

THENCE North 46'08'26" East along said corner clip, a distance of 28.18 feet to a "+" cut set for corner in the South right-of-Way

THENCE South 88'53'15" East along the South Right-of-way line of said Belt Line Road a distance of 460.00 feet to a "+" cut found for the northeast corner of said 2.5434 acre tract;

THENCE South 01°06'45" West leaving the south Right-of-Way line of said Belt Line Road and along the East line of said 2.5434 acre tract, a distance of 252.35 feet to a P.K. Nail found for the southeast corner of said 2.5434 acre tract and the northeast corner of Lot 3, Block D of Town Center Addition, an addition to the Town of Addison according to the plat recorded in volume 93237, page 3848 of the Map Records of Dallas County, Texas

THENCE North 88'53'11" West along the South line of said 2.5434 acre tract and the North line of said Lot 3, a distance of 230.72 feet to a "+" cut found for an ell corner in the South line of said 2.5434 acre tract and the northwest corner of said Lot 3 and being in the East line of Lot 1, Block A of Boston Chicken Addition, an addition to the Town of Addison according to the Plat recorded in volume 94102, page 1418 of the Map Records of Dallas County, Texas;

THENCE North 00°56°06" East along a West line of said 2.5434 acre tract and along the East line of said Boston Chicken Addition, a distance of 28.77 feet to a 1/2 inch iron rod with red plastic cap stamped "USA INC RPLS 2026" set for the northeast corner of said

THENCE North 89'03'54" West leaving the said West line of said 2.5434 acre tract and along the North line of said Boston Chicken Addition, a distance of 248.50 feet to a "+" cut set for corner in the East Right-of-Way line of said Marsh Lane and being the northwest corner of said Boston Chicken Addition

THENCE North 00'56'06" East along the East Right-of-Way line of said Marsh Lane and the West line of the 0.9127 and 2.5434 acre tracts, a distance of 204.43 feet to the POINT OF BEGINNING and containing 113,775 square feet or 2.6119 acres of land, more or less.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, That SEC Beltline & Marsh Partners, L.P. (Owner) does hereby adopt this plat designating the hereinabove property as EXWEN 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 ingress and egress is hereby expressly granted on, over and across all such

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 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. Building 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

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 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.

SEC Beltline & Marsh Partners, LP. 1) & Theorem of Title: fresher skandlate STATE OF TEXAS COUNTY OF DALLAS

Exxon Corporation Title: Agend? Attorny in Fact

BEFORE ME, the undersigned authority on this day personally appeared K. 5. 6 1000 Top SEC Beitline & Marsh Partners, L.P. 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 account to the foregoing instrument. purposes and consideration therein expressed and in the capacity therein stated.

SCALE IN FEET

AMENDED PLAT LOTS 1 AND 2, BLOCK 1 **EXWEN ADDITION**

BEING 2.6119 ACRES OF LAND LOCATED IN THE THOMAS L. CHENOWITH SURVEY, ABSTRACT NUMBER 273

TOWN OF ADDISON, DALLAS COUNTY, TEXAS

SEC BELTLINE & MARSH PARTNERS, L.P. 2311 CEDAR SPRINGS SUITE 150 DALLAS, TX 75201 (214) 979-1100

OWNER/DEVELOPER
EXXON CORPORATION 4400 DACOMA A - LEVEL HOUSTON, TEXAS 77092 (713) 680-6588

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ENGINEERS/PLANNERS/SURVEYORS: UNZICKER, SCHNURBUSCH & ASSOCIATES, INC. 8700 STEMMONS FREEWAY, SUITE 400 DALLAS, TEXAS 75247 (214) 634-3300

MARCH 25, 1996 PROJECT #95032

96 NUG -7 PM 2: 4: EARL BULLOCK COUNTY CLERK DALLAS COUNTY