

OWNER'S CERTIFICATE

STATE OF TEXAS )
COUNTY OF DALLAS )
CITY OF ADDISON )

WHEREAS, WE, ADDISON SUMMERFIELD ASSOCIATES, L.P., are the Owners of a tract of land located in the QUORUM CENTRE ADDITION, an Addition to the Town of Addison, Dallas County, Texas, according to the Plat recorded in Volume 84067, Page 5718, in the Map Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set for corner South 89 degrees 35 minutes 00 seconds East a distance of 288.53 feet from the Northwest corner of said QUORUM CENTRE ADDITION, said iron rod also being in the South right-of-way line of Arapaho Road (60.0 foot wide right-of-way);

THENCE South 89 degrees 35 minutes 00 seconds East along said right-of-way line of Arapaho Road a distance of 289.13 feet to a 5/8 inch iron rod found for corner at the beginning of a curve to the left which has a central angle of 10 degrees 32 minutes 39 seconds, a radius of 359.39 feet, a tangent of 33.16 feet, and a chord which bears North 85 degrees 08 minutes 40 seconds East 66.05 feet;

THENCE along said curve an arc distance of 66.14 feet to a 5/8 iron rod set for corner;

THENCE South 00 degrees 17 minutes 00 seconds West departing said Arapaho Road a distance of 496.22 feet to an "X" found for corner;

THENCE North 89 degrees 43 minutes 00 seconds West a distance of 354.91 feet to a 5/8 inch iron rod set for corner;

THENCE North 00 degrees 17 minutes 00 seconds East a distance of 490.98 feet to the POINT OF BEGINNING.

CONTAINING 174,240 square feet or 4.000 acres of land, more or less.

That ADDISON SUMMERFIELD ASSOCIATES, L.P., ("Owner") does hereby adopt this plat designating the hereinabove property as SUMMERFIELD/ARAPAHO/ADDISON 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 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 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 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 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 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 hydrant 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 the locations as installed.

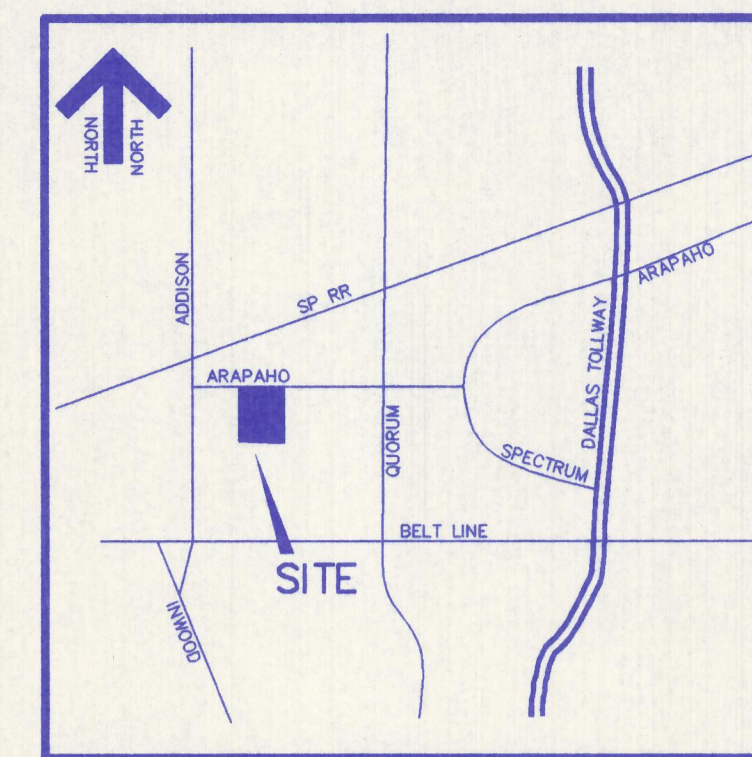
This plat is approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Addison, Texas. IN WITNESS THEREOF, WE have hereunto set our hands this 15th day of June, 1995.

NOTARY PUBLIC ) STATE OF KANSAS ) BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this date personally appeared JOHN MORSE of ADDISON SUMMERFIELD ASSOCIATES, L.P., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Limited Partnership, that he was duly authorized to perform the same by appropriate action of such Limited Partnership and that he executed the same as the act of such Limited Partnership for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of June, 1995.

LAURIE A. BROWER NOTARY PUBLIC STATE OF KANSAS My Comm. Exp. 2/11/97

JOHN MORSE NOTARY PUBLIC IN AND FOR THE STATE OF KANSAS FILE NO. 1724



ADDISON ROAD (60' RIGHT-OF-WAY)

QUORUM ROAD (80' RIGHT-OF-WAY)

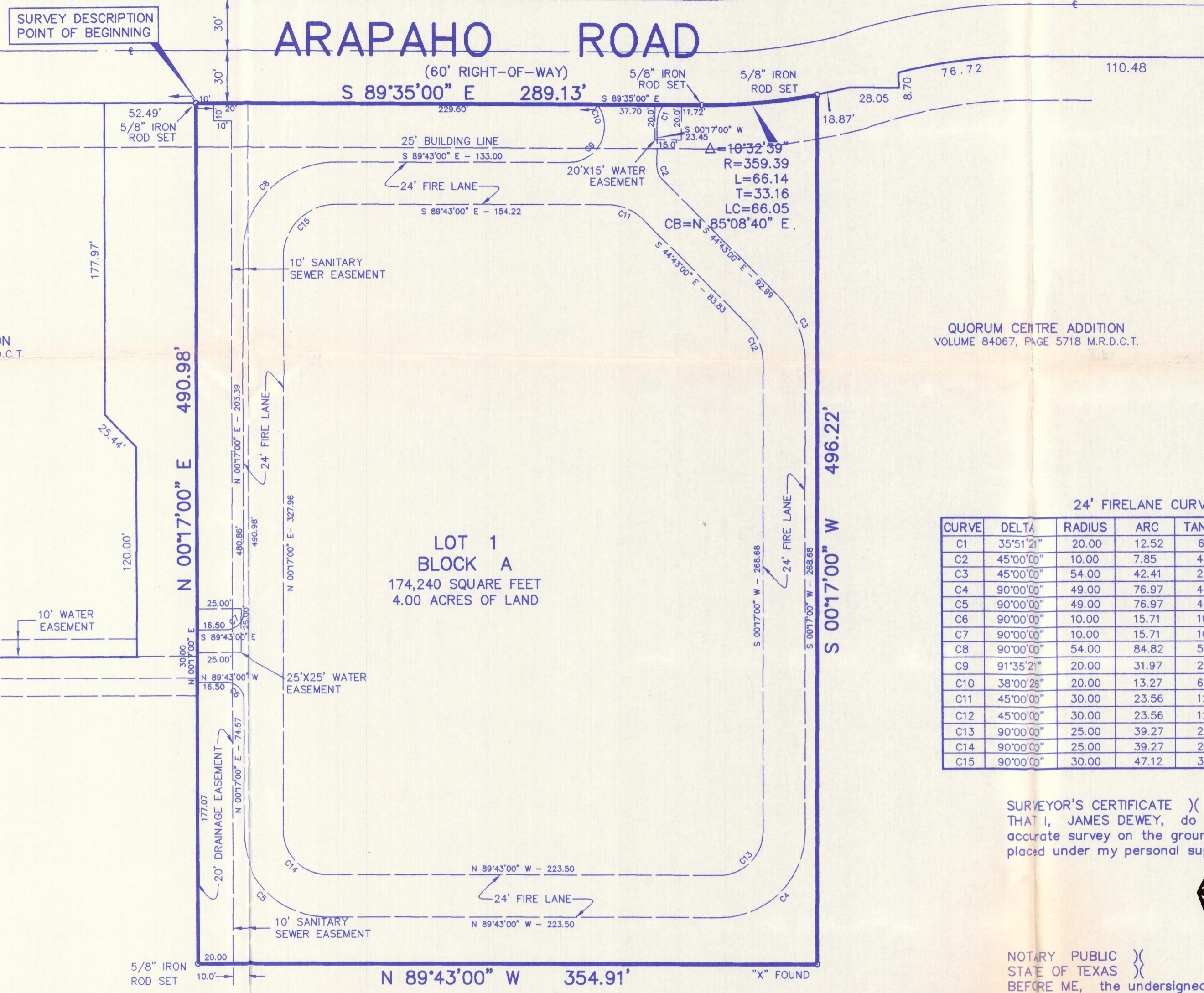
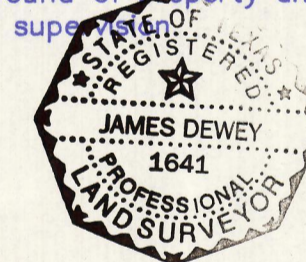


Table with 6 columns: CURVE, DELTA, RADIUS, ARC, TANGENT, BEARING, CHORD. Lists curve data for 15 curves (C1-C15).

APPROVED BY THE ADDISON CITY COUNCIL ON THE 10TH OF JANUARY, 1995.

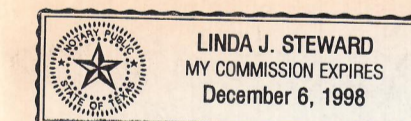
Handwritten signatures and 'CITY SECRETARY' text.

SURVEYOR'S CERTIFICATE ) THAT I, JAMES DEWEY, do hereby certify that I prepared this plat from an actual and accurate survey on the ground of the party and that all block monuments and corners were placed under my personal supervision.



JAMES DEWEY REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1641

NOTARY PUBLIC ) STATE OF TEXAS ) BEFORE ME, the undersigned, a Notary Public in and for said State on this date personally appeared JAMES DEWEY, known to me personally to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of June, 1995.



Linda J. Steward NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS My Commission Expires: 12-06-98

FILED VOL. PG. M.R.D.C.T.

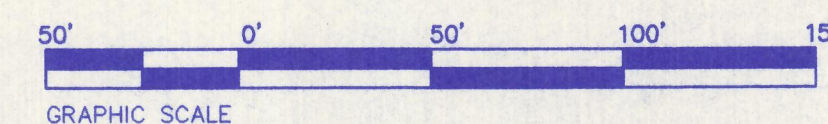
FINAL PLAT

SUMMERFIELD\ARAPAHO\ADDISON ADDITION

AN ADDITION TO THE TOWNE OF ADDISON, DALLAS COUNTY, TEXAS

NOVEMBER, 1994

1"=50'



ADDISON SUMMERFIELD ASSOCIATES, L.P. 8100 EAST 22nd STREET, BUILDING 500 WCHITA, KANSAS 67226

DEWEY & ASSOCIATES ENGINEERING, SURVEYING, LAND PLANNING, CAD DESIGN 2505 TEXAS DRIVE • SUITE 110 • IRVING, TEXAS 75062 • 214/255-1501

FILED 95 JUN 20 PM 3:47 JOHN MORSE ADDISON SUMMERFIELD ASSOCIATES, L.P. JOHN MORSE

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