

FINAL PLAT

WINGATE INN OF ADDISON ADDITION

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

OWNER: DESHTA HOSPITALITY, LTD.

CONTACT: DESHTA MANAGEMENT, INC., GEN. PARTNER

MICHAEL J. DESAI, PRESIDENT

P.O. BOX 513

ADDISON, TEXAS 75001-0513

March 1999

DALLAS COUNTY COUNTY CLERK EARL BULLOCK 85:01 MA 31 A9A 69 ENGINEERS • LAND PLANNERS • CAD DESIGNS 2505 Texas Drive Suite 109 Irving Texas 75062 Tel 972-252-JDJR(5357) Fax 972-273-8860

OWNER'S CERTIFICATE

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

> WHEREAS WE, DESHTA HOSPITALITY, LTD., are the Owners of a 2.7884 acres tract of land situated in the G.W. Fisher Survey, Abstract no. 482, Town of Addison, Dallas County, Texas and being the same tract of land described in warranty deed to DESHTA HOSPITALITY LTD. as recorded in Volume 98141, Page 04081 of the deed of records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found at the Southwest corner of a tract of land described in instrument to Southwestern Bell Telephone Company as recorded in Volume 86207, Page 3192 of the deed of records, Dallas County, Texas, said point also being on the North right—of—way line of Edwin Lewis Drive;

THENCE South 89 degrees 35 minutes 00 seconds East along the said North right—of—way line of Edwin Lewis Drive (having a 60' wide right—of—way) and along the South line of said Southwestern Bell Telephone Company (SWBT) tract a distance a distance of 79.64 feet to a one—half inch iron rod found with "Huitt—Zollars" cap for the POINT OF BEGINNING;

distance of 127.20 feet to a one—half inch iron rod found with "Huitt—Zollars" cap on the Southerly line of Arapaho Road (same point being 42.00 feet from centerline of Arapaho Road), said point being the beginning of a non—tangent curve to the right, having a central angle of 4 degrees 47 minutes 46 seconds, a radius of 778.00 feet, and being subtended by a 65.11 foot chord bearing North 63 degrees 57 minutes 20 seconds East;

THENCE Northeasterly along said curve to the right, and along the said Southerly line of Arapaho Road for a distance of 65.12 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of tangency of said curve;

THENCE North 66 degrees 21 minutes 13 seconds East continuing along the Southerly line of Arapaho Road for a distance of 299.54 feet to a 1/2 inch iron rod found with "Huitt—Zollars" cap for the point of curvature of a curve to the right, having a central angle of 11 degrees 28 minutes 42 seconds, a radius of 240.00 feet, and being subtended by a 48.00 foot chord bearing North 72 degrees 05 minutes 34 seconds East;

THENCE Northeasterly along said curve to the right, continuing along the Southerly line of Arapaho Road for an arc distance of 48.08 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of reverse curvature of a curve to the left, having a central angle of 11 degrees 28 minutes 42 seconds, a radius of 260.00 feet, and being subtended by a 52.00 foot chord bearing North 72 degrees 05 minutes 34 seconds East;

THENCE Northeasterly along said curve to the left, continuing along the Southerly line of Arapaho Road for an arc distance of 52.09 feet to a 1/2 inch Iron rod found with "Huitt-Zollars cap for the point of tangency of said curve;

THENCE North 66 degrees 21 minutes 13 seconds East continuing along the Southerly line of Arapaho Road for a distance of 60.80 feet to a 1/2 inch iron rod found with "Huitt—Zollars" cap for the point of curvature of a curve to the right, having a central angle of 3 degrees 29 minutes 00 seconds, a radius of 848.00 feet, and being subtended by a 51.55 foot chord bearing North 68 degrees 05 minutes 43 seconds East;

THENCE Northeasterly along said curve to the right, continuing along the Southerly line of Arapaho Road for an arc distance of 51.55 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the end of said curve;

THENCE South 54 degrees 50 minutes 08 seconds East continuing along the Southerly line of Arapaho Road for a distance of 23.14 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for a corner on the West right-of-way line of Quorum

THENCE South 00 degrees 11 minutes 10 seconds East along the west right—of—way line of Quorum Drive a distance of 86.14 feet to a 1/2 inch iron rod found with "Huitt—Zollars" cap for the point of curvature of a curve to the right, having a central angle of 18 degrees 40 minutes 18 seconds, a radius 380.00 feet, and being subtended by a 123.29 foot chord bearing South 09 degrees 08 minutes 59 seconds West;

THENCE Southerly along said curve to the right and West right—of—way line of Quorum Drive an arc distance of 123.84 feet to a 1/2 inch iron rod found with "Huitt—Zoliars" cap for the point of reverse curvature of a curve to the left, having a central angle of 18 degrees 40 minutes 18 seconds, a radius of 190.00 feet, and being subtended by a 61.64 foot chord bearing South 09 degrees 08 minutes 59 seconds West;

THENCE Southerly along said curve to the left and West right—of—way line of Quorum Drive an arc distance of 61.92 feet to a 1/2 inch iron rod found with "Huitt—Zollars" cap for the point of tangency of said curve;

THENCE South 00 degrees 11 minutes 10 seconds East along the west right—of—way line of Quorum Drive a distance of 26.09 feet to a 1/2 inch iron rod found with "Huitt—Zollars" cap for a corner; THENCE South 45 degrees 42 minutes 07 seconds West along the Westerly right-of-way line of Quorum Drive a distance of

24.00 feet to an "X" cut found in concrete for a corner on the above mentioned North right—of—way line of Edwin Lewis

THENCE North 89 degrees 46 minutes 10 seconds West along the North right—of—way line of Edwin Lewis Drive for a distance of 267.99 feet to a 1/2 inch iron rod found with "Huitt—Zollars" cap for the point of curvature of a curve to the left, having a central angle of 13 degrees 35 minutes 07 seconds, a radius of 359.31 feet, and being subtended by a 85.00 foot chord bearing South 83 degrees 26 minutes 16 seconds West;

THENCE Westerly along said curve to the left and continuing along the North right—of—way line of Edwin Lewis Drive for an arc distance of 85.20 feet to a 1/2 inch iron rod found with "Huitt—Zollars" cap;

THENCE South 76 degrees 05 minutes 32 seconds West continuing along the North right—of—way line of Edwin Lewis Drive for a distance of 43.41 feet to a 1/2 inch iron rod found with "Huitt—Zollars" cap, said point being the beginning of a non—tangent curve to the right, having a central angle of 12 degrees 31 minutes 42 seconds, a radius of 299.31 feet, and being subtended by a 65.32 foot chord bearing South 84 degrees 09 minutes 09 seconds West;

THENCE Westerly along said curve to the right and continuing along the North right—of—way line of Edwin Lewis Drive for an arc distance of 65.45 feet to a 1/2 inch iron rod found with "Huitt—Zollars" cap for the point of tangency of said curve;

THENCE North 89 degrees 35 minutes 00 seconds West continuing along the North right—of—way line of Edwin Lewis Drive for a distance of 45.33 feet to the POINT OF BEGINNING.

CONTAINING 2.7884 acres of land, more or less

That DESHTA HOSPITALITY, LTD. ("Owner") does hereby adopt this plat designating the hereinabove property as WINGATE INN OF ADDISON ADDITION, 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 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 services for which easements are

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 creeks 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 or the water run—off shall be permitted by construction of any control of erosion. No obstruction to the natural flow or the 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 substances 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 matter and any substances 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 of 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 services and sewer services from the main 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.

DESHTA MANAGEMENT INC., GEN. PARTNER MICHAEL J. DESAI, PRESIDENT

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this date personally appeared MICHAEL J. DESAI, PRESIDENT of DESHTA MANAGEMENT INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to that the same was the act of the said corporation, that he was duly authorized to perform the same by appropriate resolution of the Board of Directors of such Corporation and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed,

that in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of 1999.

