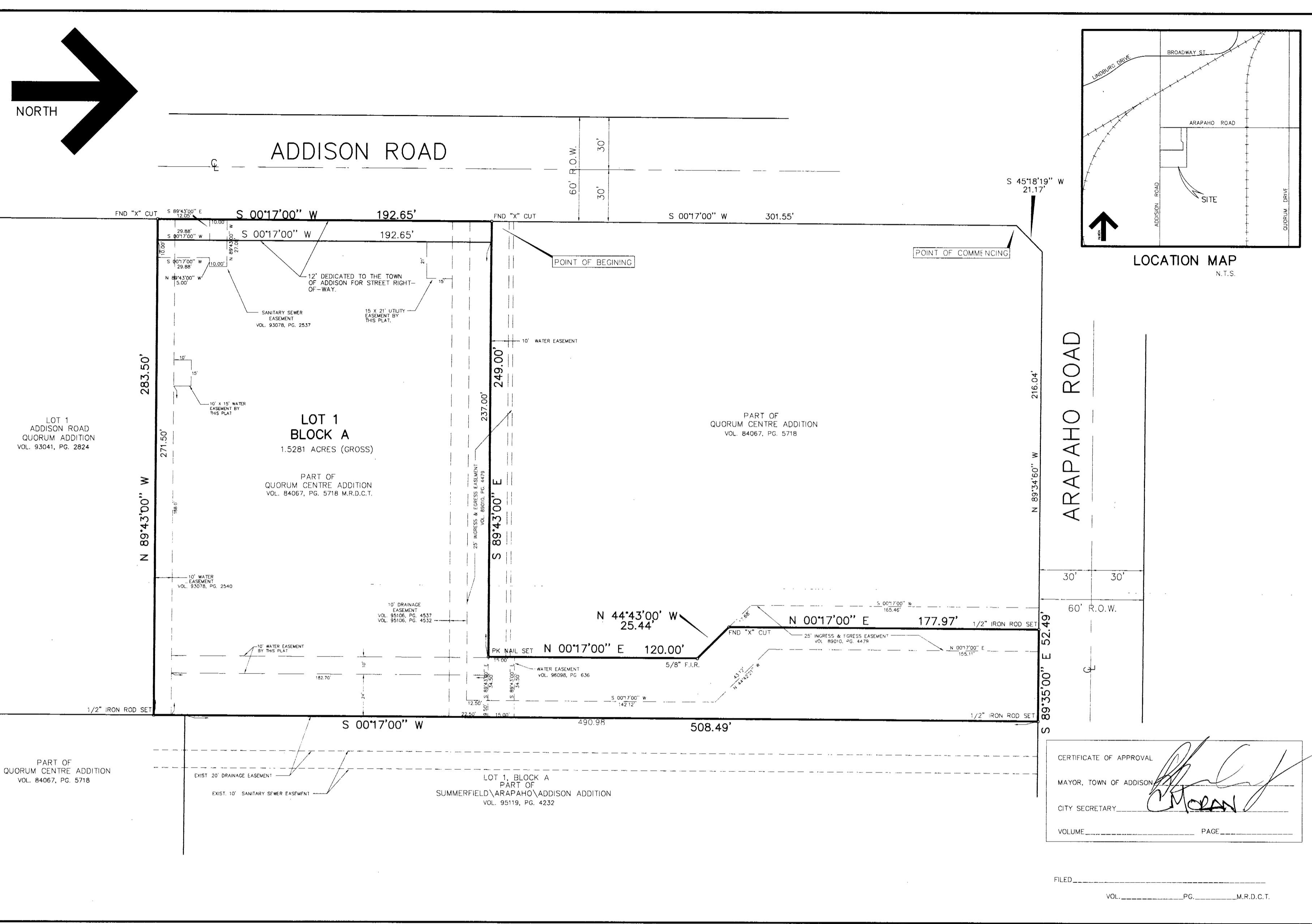


98237 00037

12/07/98 1316555 336600 RES. 00



**OWNER'S CERTIFICATE**

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

WHEREAS WE, RAIL HOTELS CORPORATION, are the Owners of a 1.5812 acre tract of land situated in the G. W. Fisher Survey, Abstract No. 482, said tract also being a part of QUORUM CENTRE ADDITION, an addition to the Town of Addison according to the plat recorded in Volume 86067, Page 571B of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at a point for corner at the most southerly corner of a corner clip at the intersection of the south right-of-way line of Arapaho Road (having a 60 foot wide right-of-way) with the east right-of-way line of Addison Road (having a 60 foot wide right-of-way);

THENCE South 00 degrees 17 minutes 00 seconds West along the said east right-of-way line of Addison Road for a distance of 301.50 feet to a chiseled "X" in concrete found for corner, same point being the POINT OF BEGINNING;

THENCE South 89 degrees 43 minutes 00 seconds East departing the said east right-of-way line of Addison Road for a distance of 249.00 feet to a PK nail set for corner;

THENCE North 00 degrees 17 minutes 00 seconds East for a distance of 120.00 feet to an iron rod found for corner;

THENCE North 44 degrees 43 minutes 00 seconds West for a distance of 25.44 feet to a chiseled "X" in concrete found for corner;

THENCE North 00 degrees 17 minutes 00 seconds East for a distance of 177.97 feet to a chiseled "X" in concrete found for corner in the south right-of-way line of Arapaho Road;

THENCE South 89 degrees 35 minutes 00 seconds East along the said south right-of-way line of Arapaho Road for a distance of 52.49 feet to a 1/2" iron rod set for corner, the same point being the northwest corner of Lot 1, Block A of SUMMERFIELD/ARAPAH0/ADDISON ADDITION, an addition to the Town of Addison according to the plat recorded in Volume 95041 at Page 2824 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 17 minutes 00 seconds West along the west line of said Lot 1 for a distance of 490.98 feet to the southwest corner of said Lot 1 and continuing along the same line for a total distance of 508.49 feet to a 1/2" iron rod set for corner, the same point being the northeast corner of ADDISON ROAD QUORUM ADDITION, an addition to the Town of Addison according to the plat recorded in Volume 93041 at Page 2824 of the Deed Records of Dallas County, Texas;

THENCE North 89 degrees 43 minutes 00 seconds West along the north line of said ADDISON ROAD QUORUM ADDITION for a distance of 283.50 feet to a chiseled "X" in concrete found for corner in the east right-of-way line of Addison Road;

THENCE North 00 degrees 17 minutes 00 seconds East along the said east right-of-way line of Addison Road for a distance of 192.65 feet to the POINT OF BEGINNING;

CONTAINING 1.5812 acres of land, more or less.

That RAIL HOTELS Corporation ("Owner") does hereby adopt this plat designating the hereinabove property as MAINSTAY SUITES 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 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 creeks or creeks or for any damage or injury to private property or persons that results from the flow of water along said creek, or for the control of erosion. No obstruction to the natural flow of 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 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 is not reasonably foreseeable. 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 filed 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 line 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 patrolling, maintaining, and adding to or removing all or parts of its respective system without the necessity of 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, clean outs, 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.

Notary Public )  
State of Texas )

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this date personally appeared ISHWARBHAI A. DESAI, VICE-PRESIDENT of RAIL HOTELS CORPORATION, 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 considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of November 1998.

*Janet Grossman*  
Notary Public in and for the State of Texas

*ISHWARBHAI A. DESAI, VICE-PRESIDENT*  
Rail Hotels Corporation

FILED  
98 DEC -7 PM 12:54  
DALLAS COUNTY

FINAL PLAT

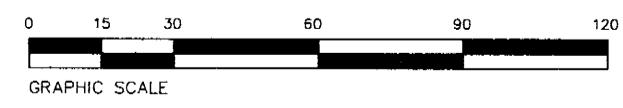
# MAINSTAY SUITES OF ADDISON ADDITION

AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS AND BEING A REPLAT OF A PORTION OF QUORUM CENTRE ADDITION

OWNER:  
**RAIL HOTELS CORPORATION**  
1839 FORT WORTH AVENUE  
DALLAS, TEXAS 75208  
TELEPHONE: (214) 742-3037  
FAX: (214) 742-3037  
CONTACT: ISHWARBHAI A. DESAI

SEPTEMBER 1998

SCALE: 1"=30'



AFTER RECORDING PLEASE RETURN TO:  
**CARMEN MORAN**  
TOWN OF ADDISON  
P.O. Box 9010  
ADDISON, TX 75001-9010

**JDJR ENGINEERS AND CONSULTANTS**  
ENGINEERS • LAND PLANNERS • CAD DESIGNS  
2505 Texas Drive Suite 109 Irving, Texas 75062  
Tel 972-252-JDJR(6357) Fax 972-273-8880 98-045

**JANET GROSSMAN**  
Notary Public, State of Texas  
My Commission Expires Jan 02, 1999

**JAMES DEWEY**  
Professional Surveyor  
1641

**LINDA J. STEWARD**  
Notary Public, State of Texas  
My Comm. Expires Dec 8, 1998

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 on the foregoing instrument and acknowledged to me that he executed the same as the act of such Corporation for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of November 1998.

*Linda J. Steward*  
Notary Public in and for the State of Texas  
My commission Expires: 12-08-98

JDJR FILE NO. 98045