

LINE TABLE

Table with columns: LINE, DIRECTION, DISTANCE. Lists line segments for the plat.

LOT AREA

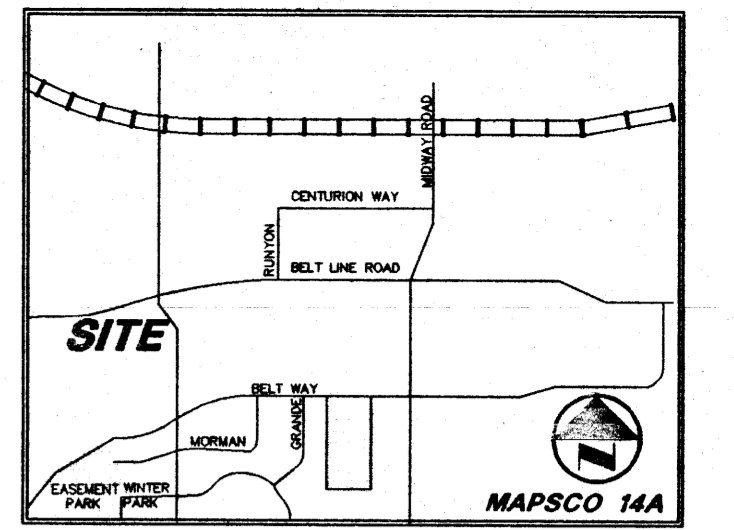
Table with columns: LOT, AREA, SQ. FT, ACRE. Lists lot numbers and their respective areas.

CURVE TABLE

Table with columns: CURVE, RADIUS, LENGTH, CHORD, BEARING, DELTA. Lists curve data for the plat.

OWNER'S CERTIFICATE

STATE OF TEXAS COUNTY OF DALLAS. Whereas, Thomas L. Chenoweth Survey, Abstract No. 273, Dallas County, Texas, said tract of land being all of Lot 2, and part of Lot 1, Block 1 of Midway Square, an addition to the Town of Addison according to plat recorded in Vol. 93252, Pg. 3095 and also being part of Lot 1, Block 1 of Texas Tumbleweed Addition to the Town of Addison according to plat recorded in Vol. 94117, Pg. 6143; said 6.453 acre tract being more particularly described as follows: BEGINNING at a 1/2-inch iron rod found for corner, said point being the most westerly northwest corner of Lot 2, Block 1 of Midway Square, an addition to the Town of Addison, recorded in Volume 93252, Page 3095; said point also being in the south right-of-way of Beltway Road (a 60-foot right-of-way at said point); THENCE, South 89 degrees, 52 minutes, 42 seconds East, along the south right-of-way line of Beltway Road, a distance of 63.08 feet to a 1/2-inch iron rod with Pacheco-Koch cap set for corner; said point also being the beginning of a curve to the left whose center bears North 00 degrees, 07 minutes, 18 seconds East, a distance of 1005.00 feet from said point; THENCE, continuing along said curve to the left, along the south right-of-way line of Beltway Road an arc distance of 231.38 feet, through a central angle of 13 degrees, 11 minutes, 28 seconds to a 1/2-inch square iron rod found for corner, said point also being the northwest corner of A Motel, an addition to the Town of Addison as recorded in V. 79219, Pg. 181; THENCE, South, departing said south right-of-way of Beltway Drive, along the west line of said A Motel Addition, a distance of 151.29 feet to a 1/2-inch square iron rod found for corner; said point being the southwest corner of said A Motel addition; THENCE, South 89 degrees, 57 minutes, 52 seconds East, along the south line of said A Motel Addition, a distance of 46.25 feet to a 1/2-inch iron with 'Pacheco-Koch' cap set for corner; THENCE, South 00 degrees, 32 minutes, 40 seconds West, a distance of 518.50 feet to a 1/2-inch square iron rod found for corner; said point also being on the North line of Lot 1, Block 1 of said Texas Tumbleweed Addition; THENCE, North 89 degrees, 28 minutes, 25 seconds West, along the west line of said Lot 1, Block 1, Texas Tumbleweed Addition, a distance of 50.14 feet to a 1/2-inch iron rod with 'Pacheco-Koch' cap set for corner; THENCE, South 00 degrees, 58 minutes, 47 seconds West, a distance of 248.57 feet to a 1/2-inch iron rod with 'Kern' cap found for corner; said point being on the north line of Office in the Park, an addition to the Town of Addison as recorded in Vol. 78118 Pg. 1; THENCE, North 89 degrees, 28 minutes, 25 seconds West, along the north line of said Office in the Park Addition, a distance of 276.38 feet to a 1/2-inch iron rod found for corner; said point being on the east line of said Midway Meadows, an addition to the Town of Addison; THENCE, North 00 degrees, 11 minutes, 48 seconds West, along the east line of said Midway Meadows Addition, a distance of 889.45 feet to the POINT OF BEGINNING; CONTAINING, 281,074 square feet or 6.453 acres of land, more or less.



That John R. Nolan ("Owner") does hereby adopt this plat designating the hereinabove property as TOWNE LAKE, 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 hereon. 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, electric, telephone, gas and cable television. Owner shall have the right to use the easements, provided however, that it does not unreasonably interfere or impede with the provision of the services to others. Said utility 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 installation and maintenance of water, sanitary sewer, storm sewer, electric, telephone, gas and cable television. 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 the 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 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 of anytime 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 the utility. Buildings, fences, trees shrubs or other improvements or growth may be constructed, reconstructed or placed upon, over or across the utility easement 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. The additional easement area is also provided for installation and maintenance of manholes, cleanouts, fire hydrants, water service and sewers. 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 the 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.

This plat is approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Addison, Texas.

WITNESS my hand at Dallas, Texas, this 30th day of December, 1996.

John R. Nolan, Owner

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John R. Nolan, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of December, 1996. My commission expires 2-1-98. Melissa G. Hall, Notary Public in and for the State of Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I, JAMES A. KOCH, JR., Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual and accurate survey of the land made on the ground and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the platting rules and regulations of the City of Addison, Texas.

James A. Koch, Jr., Registered Professional Land Surveyor No. 4688

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James A. Koch, 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 consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of December, 1996. My commission expires 2-1-98. Melissa G. Hall, Notary Public in and for the State of Texas.

FINAL PLAT OF TOWNE LAKE

LOCATED IN TOWN OF ADDISON, TEXAS AND BEING OUT OF THE THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273, DALLAS COUNTY, TEXAS

PACHECO KOCH Consulting Engineers, Inc. 9401 LBJ Freeway, Suite 300 Dallas, Texas 75243 (214) 235-3031

Table with columns: DRAWN BY, CHECKED BY, SCALE, DATE, JOB NUMBER. Values: JSN, JAK, 1"=40', JUNE 1996, 1664-96.112

Approved by the Addison City Council on the 10th of September, 1996.

City Secretary signature and name: C. MORAN

- NOTES: 1. BEARING SYSTEM BASED ON THE FINAL PLAT OF THE MIDWAY SQUARE ADDITION VOL. 93252, PG. 3095. 2. PORTIONS OF EASEMENTS DEDICATED IN V. 93252, PG. 3095 WHICH ARE DEDICATED ON THIS SITE, SHALL BE VACATED BY THIS PLAT. 3. LOTS # 64,65,66 AND 67 ARE COMMON AREAS. 4. FACE OF GARAGE DOORS SHALL BE LOCATED A MINIMUM OF 17 FEET FROM THE EDGE OF STREET PAVEMENT. 5. NO FENCES OR BUILDINGS SHALL BE ALLOWED WITHIN 10 FEET OF THE BACK OF CURB OR IN INDICATED VISIBILITY AREAS.