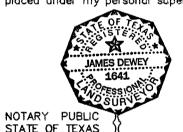


LOCATION MAP

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 property and that all block monuments and corners were
placed under my personal supervision.



JAMES DEWEY REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1641

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 1916 day of 1997.



LINDA J. STEWARD

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires: 12-06-98

CERTIFICATE OF APPROVAL

MAYOR, TOWN OF ADDISON

CITY SECRETARY

CITY SECRETARY

CITY SECRETARY

CITY SECRETARY

OPPROVED 5-13-97

VOLUME 97130 PAGE 21000

FILED 7-7-97

VOL. \_\_\_\_\_\_ PG. \_\_\_\_\_\_ M.R.D.C.T.

FINAL PLAT

## N.T.A. PLAZA ADDITION

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

OWNER:

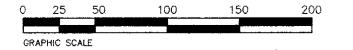
EE REALTY, INC. 5220 SPRING VALLEY, SUITE 400 DALLAS, TEXAS 75240-2413 TELEPHONE: (972) 386-7057

ON THE WEST AND NORTH SIDES OF THE PROPERTY AS SHOWN ON

THE RECORDED PLATS FOR D.A.C. GROUP ADDITION AND BENT TREE

JUNE 1997

SCALE: 1'' = 50'



PREPARED BY:

DEWEY & ASSOCIATES ENGINEERING, SURVEYING LAND PLANNING, CAD DESIGNS

2505 TEXAS DRIVE, SUITE 110 • IRVING, TEXAS 75062 • 972/255-1501

OWNER'S CERTIFICATE

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

WHEREAS, WE, EE REALTY, INC., are the Owners of a tract out of the WILLIAM LOMAX SURVEY, ABSTRACT NO. 792, in the Town of Addison, Dallas County, Texas, and being the same tract as described in a Deed to EE Realty, Inc., recorded in Volume 97031, Page 02300, in the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set for corner in the North line of Keller Springs Road (a 60.0 foot right-of-way), said point being West, a distance of 1132.55 feet from the West line of Dallas Parkway;

THENCE North 89 degrees 19 minutes 25 seconds West along the said North line of Keller Springs Road for a distance of 441.73 feet to a 1/2 inch iron rod found for corner, same point being the Southeast corner of D.A.C. GROUP ADDITION, an Addition to the Town of Addison, Dallas County, Texas, according to the Plat recorded in Volume 79051, Page 2524, of the Map Records of Dallas County, Texas;

THENCE North 00 degrees 40 minutes 35 seconds East departing said Keller Springs Road, and along the East line of D.A.C. GROUP ADDITION for a distance of 323.00 feet to the Northeast corner of the D.A.C. GROUP ADDITION, and the most Southerly Southeast corner of BENT TREE TRAILS ADDITION, an Addition to the Town of Addison, Dallas County, Texas, according to the Plat recorded in Volume 80057, Page 981, of the Map Records, Dallas County, Texas, and continuing in the same direction for a total distance of 393.00 feet to a 1/2 inch iron rod found for corner at the most Southerly Northeast corner of said BENT TREE TRAILS ADDITION:

THENCE South 89 degrees 19 minutes 25 seconds East along the South line of said BENT TREE TRAILS ADDITION, for a distance of 434.24 feet to a 5/8 inch iron rod found for corner, same point being the most Easterly Southeast corner of said BENT TREE TRAILS ADDITION:

THENCE South  $\,$  00 degrees  $\,$  24 minutes  $\,$  58 seconds  $\,$  East for a distance of  $\,$  393.01 feet to the POINT OF BEGINNING.

CONTAINING 172,127 square feet or 3.9516 acres of land, more or less.

That EE REALTY, INC., ("Owner") does hereby adopt this plat designating the hereinabove property as N.T.A. PLAZA 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 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 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 or 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 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 o 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 easements area is also conveyed for installation and maintenance of manholes, cleanouts, fire typicalts, water service and sewer services from the main to curb or pavement life, 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.

EE REALTY, INC.

BILL EXLARD, PRESIDENT

NOTARY PUBLIC )(
STATE OF TEXAS )(
BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this date personally appeared BILL ELLARD, PRESIDENT of EE REALTY, INC., 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 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1840 day of 1997.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS