

COUNTY OF DALLAS

WHEREAS Wal-Mart Stores, Inc. is the owner of a tract of land situated in the THOMAS L. CHENOWETH SURVEY ABSTRACT NO. 273 in the City of Addison, Dallas County, Texas, and being part of ADDISON PLAZA II, an Addition to the City of Addison according to the Plat recorded in Volume 79069 at Page 1416 of the Map Records of Dallas County, Texas, and part of the REPLAT OF ADDISON PLAZA, an Addition to the City of Addison, Texas, according to the Plat recorded in Volume 79069 at Page 1424 of the Map Records of Dallas County, Texas, and being more particularly described by metes and bounds as

BEGINNING at a 1/2-inch iron rod set at the intersection of the north line of Beltway Drive (a 60-foot wide right-of-way) with the west line of Midway Road as established by General Warranty Deed recorded in Volume 86090 at Page 1285 of the Deed Records of Dallas

THENCE West along the said north line of Beltway Drive for a distance of 90.00 feet to a 1/2-inch iron rod set at the beginning of a curve to the left having a radius of 1005.00 feet, a central angle of 17 deg. 30 min. 00 sec., a tangent of 154.68 feet, a chord of 305.77 feet, and a chord bearing of South 81 deg. 15 min. 00 sec. West;

THENCE in a westerly direction along the said north line of Beltway Drive and said curve to the left for an arc distance of 306.96 feet to a 1/2-inch iron rod set at the end of said

THENCE South 72 deg. 30 min. 00 sec. West along the said north line of Beltway Drive for a distance of 100.00 feet to a 1/2-inch iron rod set for corner at the beginning of a curve to the right having a radius of 945.00 feet, a central angle of 17 deg. 30 min. 00 sec., a tangent of 145.45 feet, a chord of 287.51 feet, and a chord bearing of South 81 deg. 15 min. 00 sec. West;

THENCE in a westerly direction along the said north line of Beltway Drive and said curve to the right for an arc distance of 288.63 feet to a 1/2-inch iron rod found at the end of said

THENCE West along the said north line of Beltway Drive for a distance of 63.25 feet to the east line of the above mentioned ADDISON PLAZA II ADDITION and continuing for a total distance of 113.25 feet to a 1/2-inch iron rod found for corner at the beginning of a curve to the left having a radius of 1080.00 feet, a central angle of 18 deg. 53 min. 36 sec., a tangent of 179.70 feet, a chord of 354.52 feet, and a chord bearing of South 80 deg. 33 min. 12 sec. West;

THENCE in a westerly direction along the said north line of Beltway Drive and said curve to the left for an arc distance of 356.13 feet to a 3/8-inch iron rod found for corner in the west line of said REPLAT OF ADDISON PLAZA II ADDITION;

THENCE North 00 deg. 01 min. 18 sec. East along the said west line of the REPLAT OF ADDISON PLAZA II ADDITION for a distance of 721.11 feet to a 1/2-inch iron rod set for

THENCE South 89 deg. 25 min. 00 sec. East for a distance of 175.00 feet to a 1/2-inch iron rod set for corner;

THENCE North 00 deg. 01 min. 18 sec. East for a distance of 245.00 feet to a 1/2-inch iron rod set on the south line of Belt Line Road (a 120-foot wide right-of-way);

THENCE South 89 deg. 25 min. 00 sec. East along the said south line of Belt Line Road for a distance of 944.42 feet to a 1/2-inch iron rod set for corner;

THENCE South 01 deg. 18 min. 15 sec. East for a distance of 476.80 feet to a point for

THENCE East for a distance of 134.13 feet to a point for corner in the said west line of

THENCE South along the said west line of Midway Road for a distance of 99.53 feet to a 1/2-inch iron rod set for corner;

THENCE South 07 deg. 07 min. 30 sec. East along the said west line of Midway Road for a distance of 80.62 feet to a 1/2-inch iron rod set for corner;

THENCE South along the said west line of Midway Road for a distance of 100.00 feet to a 1/2-inch iron rod set for corner;

THENCE South 45 deg. 00 min. 00 sec. West along the said west line of Midway Road for a distance of 28.28 feet to the POINT OF BEGINNING:

CONTAINING 22.49 acres more or less.

TRACT II

WHEREAS McCutchin Brothers, JVI are the owners of a tract of land situated in the THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273, in the Town of Addison, Dallas County, Texas, and being a portion of Addison Plaza II, an Addition to the Town of Addison according to the Map thereof recorded in Volume 79096 at Page 1424 of the Map 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 the northwest corner of the above mentioned ADDISON PLAZA II, said point also being on the south line of Belt Line Road (a 120-foot

THENCE South 89 deg. 25 min. 00 sec. East, along the north line of said Addison Plaza II and the south line of said Belt Line Road, for a distance of 175.00 feet to a 1/2-inch iron

THENCE South 00 deg. 01 min. 18 sec. West, departing the south line of said Belt Line Road and the north line of said Addison Plaza II, for a distance of 245.00 feet to a 1/2-inch iron rod set for corner;

THENCE North 89 deg. 25 min. 00 sec. West, for a distance of 175.00 feet to a 1/2-inch iron rod set on the west line of said Addison Plaza II:

THENCE North 00 deg. 01 min. 18 sec. East, along said west line for a distance of 245.00 feet to the POINT OF BEGINNING;

CONTAINING 0.984 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Wal-Mart Stores, Inc. and McCutchin Brothers, JVI ("Owners") does hereby adopt this plat designating the herein above property as SAM'S CLUB 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.

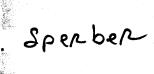
Any drainage and floodway easement shown hereon is hereby dedicated to the public's use forever, but including the following covenants with regards to maintenance responsibilities. The existing channels or creeks traversing the drainage and floodway easement will remain as an open channel, unless required 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 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 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 any maintenance and service required or ordinarily performed by that 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

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 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 their locations as installed.

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

FOR WAL-MART STORES, ING





STATE OF ARKANSAS

COUNTY OF BENTON

BEFORE ME, The undersigned authority, a Notary Public, in and for said County and State on this day personally appeared ..., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1514 day of Man

My Commission Expires: NW_ 1,1993

APPROVED BY THE TOWN OF

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State on this day personally appeared Jerry Alex McCutchin, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of

My Commission Expires:

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State on this day personally appeared Gene Paul McCutchin, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the

My Commission Expires:

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State on this day personally appeared Ronald Lee McCutchin, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this

MY COMMISSION EXPIRES April 22, 1994

My Commission Expires:

SURVEYORS CERTIFICATE

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THAT I, Geary Bailey, do hereby certify that I prepared this plat from an actual and accurate survey on the land and that all block monuments and corners were placed under my personal supervision in accordance with the platting rules and regulations of the City Planning and Zoning Commission of the Town of Addison.

Geary Ba(le) Registered Professional Land

GEARY BAILEY

STATE OF TEXAS:

COUNTY OF DALLAS:

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State on this day personally appeared Geary Bailey, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 544

My Commission Expires: 4-11-95

SAM'S CLUB ADDITION

REPLAT OF ADDISION PLAZA AND ADDISION PLAZA II

> ADDITION TO THE TOWN OF ADDISION DALLAS COUNTY, TEXAS SITUATED IN THOMAS L. CHENOWETH SURVEY, ABSTRACT NO.273

WALMART STORES, INC. 701 S. WALTON BOULEVARD BENTONVILLE, ARKANSAS 72716

SCALE: NONE DATE: FEBUARY, 1992

Owen Ayres & Associates Inc.

Eau Claire, WI

2110 Walnut Hill Lane Suite 134 Irving, Texas 75038 214-570-5577 P.O. Box 612409 Dallas, Texas 75261

Engineers/Planners/Scientists/Surveyors

Madison, W

Midland, Mi.

STATE OF THE STATE

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