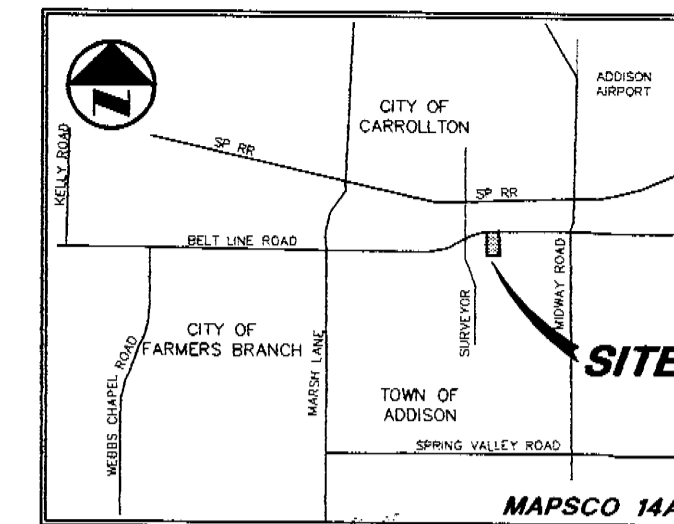
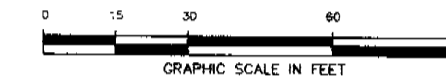


SURVEYOR BLVD



VICINITY MAP



LEVITZ FURNITURE CO. (VOL. 83056, PG. 1571)

MERCADO JUAREZ ADDITION V 88172, P 1066

20'x15' DRAINAGE & UTILITY EASEMENT, V 83056, P 1571

20' DRAINAGE & UTILITY EASEMENT, V 92145, P 3641

LOT 2R, BLOCK 1 1.021 ACRES (44,459 SQ. FT.)

LOT 3, BLOCK 1 1.430 ACRES (62,299 SQ. FT.)

REMAINDER LOT 2, BLOCK 1 BELT LINE CENTER (VOL. 92145, PG. 3641)

LOT 1, BLOCK 1 BELT LINE CENTER (VOL. 92145, PG. 3641)

OWNER'S CERTIFICATE

STATE OF TEXAS COUNTY OF DALLAS

WHEREAS, ROCK BOTTOM RESTAURANTS, INC. a Delaware Corporation, is the owner of a 2.451 acre tract of land out of the Thomas L. Chenoweth Survey, Abstract No. 273, Dallas County, Texas; said tract being part of Lot 2, Block 1 and all of Lot 3, Block 1 of the Belt Line Center, an addition to the Town of Addison, Texas according to the plat recorded in Volume 92145, Page 3641 of the Deed Records, Dallas County, Texas; said 2.451 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap set in the south right-of-way line of Belt Line Road (a 100 foot wide right-of-way); said point also being the northwest corner of said Lot 3, Block 1; said point also being the northeast corner of the Mercado Juarez Addition, an addition to the Town of Addison, Texas according to the plat recorded in Volume 88172, Page 1066 of the Deed Records, Dallas County, Texas; said point being the beginning of a curve to right whose center bears South 01 degrees, 57 minutes, 35 seconds East, a distance of 1,860.00 feet from said point;

THENCE, along the said south line of Belt Line Road and the north line of said Lot 3 the following three courses and distances;

Easterly with said curve to the right through a central angle of 00 degrees, 51 minutes, 44 seconds, an arc distance of 28.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set at an angle point;

South 80 degrees, 12 minutes, 44 seconds East, a distance of 70.05 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for an angle point;

South 89 degrees, 25 minutes, 00 seconds East, a distance of 93.62 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set; said point being the beginning of a curve to the right whose center bears South 52 degrees, 30 minutes, 37 seconds West, a distance of 30.00 feet from said point;

THENCE, southeasterly, departing said south right-of-way line of Belt Line Road and along said curve to the right through a central angle of 38 degrees, 04 minutes, 23 seconds, an arc distance of 19.94 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set; said point being in the east line of said Lot 3 and the west line of an Access Easement as recorded in Volume 92009, Page 3611 of the Deed Records, Dallas County, Texas;

THENCE, along the west line of the said Access Easement the following four courses and distances:

South 00 degrees, 35 minutes, 00 seconds West, a distance of 69.50 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set at an angle point;

South 04 degrees, 33 minutes, 34 seconds East, a distance of 100.40 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set at an angle point;

South 00 degrees, 35 minutes, 00 seconds West, a distance of 105.30 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set at the beginning of a curve to the left whose center bears South 89 degrees, 25 minutes, 00 seconds East, a distance of 100.00 feet from said point;

Southerly, along said curve to the left through a central angle of 09 degrees, 00 minutes, 14 seconds, an arc distance of 15.71 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, North 89 degrees, 25 minutes, 00 seconds West, departing the said west line of an access easement, a distance of 86.71 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, South 00 degrees, 35 minutes, 00 seconds West, a distance of 362.88 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set in the south line of said Belt Line Center addition; said point also being in the north line of Pecan Square Condominiums, an addition to the Town of Addison, Texas as recorded in Volume 82165, Page 1772 of the Deed Records, Dallas County, Texas;

THENCE, North 86 degrees, 25 minutes, 00 seconds West, along the said south line of Belt Line Center and the north line of Pecan Square Condominiums, a distance of 120.00 feet to a "PK" nail found in top of wall for corner; said point being the southwest corner of the said Belt Line Center addition; said point also being the southeast corner of a tract of land described in deed to Levitz Furniture Company, recorded in Volume 83056, Page 1571 of the Deed Records, Dallas County, Texas;

THENCE, North 00 degrees, 35 minutes, 00 seconds East, along the west line of the said Belt Line Center addition and the east line of the said Levitz Furniture Company tract, passing at a distance of 270.00 feet a 1/2-inch iron rod found at the northeast corner of said Levitz Furniture Company tract, said point also being the southeast corner of the said Mercado Juarez Addition, in all a distance of 682.00 feet to the POINT OF BEGINNING;

CONTAINING, 106,758 square feet or 2.451 acres of land, more or less.

That ROCK BOTTOM RESTAURANTS, INC. a Delaware Corporation, through _____ does hereby adopt this plat designating the hereinabove property as the Replat Lot 2R and Lot 3, Belt Line Center, in 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, drainage, 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 following covenants with regard 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 to 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 of 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 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 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. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services 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 plotting ordinances, rules, regulations and resolutions of the Town of Addison, Texas.

WITNESS my hand at Dallas, Texas, this 14 day of March, 1997.

Signature of Juli Masten, ROCK BOTTOM RESTAURANTS, INC. My Commission Expires March 14, 1998

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ 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 _____ day of _____, 1997.

My commission expires: _____

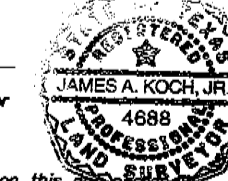
Notary Public in and for Dallas County, Texas

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

SURVEYOR'S CERTIFICATE

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 plotting rules and regulations of the City of Addison, Texas.

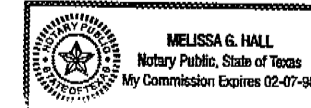
Signature of James A. Koch, Jr., Registered Professional Land Surveyor No. 4888



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 14 day of March, 1997.

My commission expires: 2-7-98



Signature of Melissa G. Hall, Notary Public in and for Dallas County, Texas

APPROVED BY THE ADDISON TOWN COUNCIL ON THE 12th DAY OF March 1997. Signature of Mayor C. Moran, CITY SECRETARY

REPLAT OF LOT 2R & LOT 3 BELT LINE CENTER LOCATED IN THE TOWN OF ADDISON, TEXAS AND BEING OUT OF THE THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273, DALLAS COUNTY, TEXAS

Table with columns: DRAWN BY (NDC), CHECKED BY (JAK), SCALE (1"=30'), DATE (DEC 1996), JOB NUMBER (1488-95.046)

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

STATE OF TEXAS

COUNTY OF DALLAS

I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped herein by me.

MAR 27 1997



COUNTY CLERK, Dallas County, Texas

Earl Bullock

FILED

97 MAR 27 AM 11:16

EARL BULLOCK
COUNTY CLERK
DALLAS COUNTY

Return to:
Andrew Eads
Town of Addison
PO BOX 144
Addison, TX
75001

97060 03197