

VICINITY MAP
(NOT TO SCALE)

STATE OF TEXAS
COUNTY OF DALLAS

OWNERS CERTIFICATE

WHEREAS NNN ADDISON COM CENTER, LLC IS THE OWNER OF A TRACT OF LAND SITUATED IN THE WILLIAM LOMAX SURVEY, ABSTRACT NUMBER 792, DALLAS COUNTY, TEXAS, AND BEING ALL OF LOT 2, BLOCK A OF EXCEL PLAZA, AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2000043, PAGE 12, DEED RECORDS, DALLAS COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND DESCRIBED AS TRACT 1 IN A DEED TO NNN ADDISON COM CENTER, LLC, OF RECORD IN VOLUME 2001219, PAGE 4775, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN "X" CUT IN CONCRETE FOUND FOR CORNER AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF EXCEL PARKWAY (80' RIGHT-OF-WAY) WITH THE EAST RIGHT-OF-WAY LINE OF WESTGROVE DRIVE (64' RIGHT-OF-WAY) AT THE NORTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 89°59'00" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID EXCEL PARKWAY, A DISTANCE OF 720.65 FEET TO A 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "HALFF ASSOC INC." FOUND FOR CORNER AT THE NORTHEAST CORNER OF SAID LOT 2;

THENCE SOUTH 00°01'00" WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 467.55 FEET TO A 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "HALFF ASSOC INC." FOUND FOR CORNER AT THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 89°56'25" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 712.91 FEET TO A 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "HALFF ASSOC INC." FOUND FOR CORNER IN THE EAST RIGHT-OF-WAY LINE OF SAID WESTGROVE DRIVE, AT THE SOUTHWEST CORNER OF SAID LOT 2 AND BEING AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 14°08'35", AND A CHORD WHICH BEARS NORTH 07°06'43" WEST, A DISTANCE OF 59.09 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE TO THE RIGHT AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID WESTGROVE DRIVE, AN ARC DISTANCE OF 59.24 FEET TO A 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "HALFF ASSOC INC." FOUND FOR CORNER;

THENCE NORTH 00°02'26" WEST CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID WESTGROVE DRIVE, A DISTANCE OF 408.38 FEET TO THE PLACE OF BEGINNING AND CONTAINING 336,493 SQUARE FEET OR 7.725 ACRES OF LAND.

LOT 1A, BLOCK A
WESTGROVE/BENT TREE PLAZA ADDITION
VOL. 2002096, PG. 25
D.R.D.C.T.

LOT 1B, BLOCK A
WESTGROVE/BENT TREE PLAZA ADDITION
VOL. 2002096, PG. 25
D.R.D.C.T.

STATE OF
COUNTY OF

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That NNN ADDISON COM CENTER, LLC does hereby adopt this plat designating the hereinabove property as **LOT 2R, BLOCK A, EXCEL PLAZA**, 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 town 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 runoff 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 town to channelize or consider erecting any type of drainage structure in order to improve the storm drainage, then in such event, the town 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 town for 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 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.

EXECUTED THIS 22nd DAY OF September, 2009

Christine Seale

STATE OF
COUNTY OF

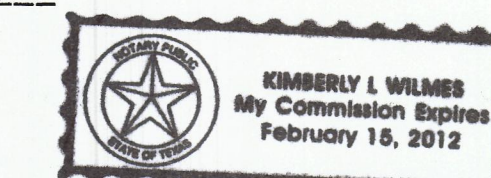
Texas
Dallas
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Christine Seale, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN, UNDER MY HAND SEAL OF OFFICE this the 22nd day of September, 2009

Kimberly L. Wilms
Notary Public in and for the State of Texas

My commission expires:

02.15.2012



DETENTION AREA EASEMENT

This plat is approved by the Town of Addison and accepted by the owner(s), subject to the following conditions which shall be binding upon the owner(s), his heirs, grantees and successors, and assigns:

The proposed detention area easement(s) within the limits of this addition, will remain as detention area(s) to the line and grade shown on the plans at all times and will be maintained by the individual owner(s) of the lot or lots that are traversed by or adjacent to the detention area(s). The Town of Addison will not be responsible for the maintenance and operation of said detention area(s) or any damage or injury to private property or person that results from the flow of water along, into or out of said detention area(s), or for the control of erosion.

No obstruction to the natural flow of storm water run-off shall be permitted by filling or construction of any type of dam, building, bridge, fence, walkway or any other structure within the designated detention area(s) unless approved by the Director of Public Works, provided; however, it is understood that in the event it becomes necessary for the Town of Addison to erect any type of drainage structure in order to improve the storm drainage that may be occasioned by the streets and alleys in or adjacent to the subdivisions, then, in such event, the Town of Addison shall have the right to enter upon the detention area(s) at any point, or points, to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the detention area(s) traversing or adjacent to his property clean and free of debris, silt and any substance which would result in unsanitary conditions or blockage of the drainage. The Town of Addison shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner(s), or to alleviate any undesirable conditions, which may occur.

The detention area(s) as in the case of all detention areas are subject to storm water overflow(s) to an extent which cannot be clearly defined. The Town of Addison shall not be held liable for any damages of any nature resulting from the occurrences of these natural phenomena, nor resulting from the failure of any structure or structures, within the detention area(s) or subdivision storm drainage system.

The detention area easement line identified on this plat shows the detention area(s) serving this addition.

AVIGATION RELEASE

WHEREAS NNN ADDISON COM CENTER, LLC, the Grantor, its successors and assigns, subject to the provisions herein contained, hereby grants, bargains, sells and conveys unto the Town of Addison, State of Texas, its successors and assigns, the Grantee, for use and benefit of the public, a perpetual easement and right-of-way over that portion of the Grantor's land described above, in the vicinity of Addison Airport, for the purpose of the passage of all aircraft ("aircraft" being defined for the purpose of this instrument as any device now known or hereafter invented, used or designated for navigation of, or flight in the air) by whomsoever owned and operated in the air space to an infinite height above the surface of the Grantor's property, together with the right to cause in said air space noise, vibration and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operated at, or on Addison Airport located in Dallas County, Texas; Grantor hereby waives, remises and releases any right or cause of action which Grantor has now, or which Grantor may have in the future against the Grantee, its successors and assigns, or Addison Airport, due to such noise, vibration, and other effects that may be caused by the operation of aircraft landing and taking off from, or operated at, or on Addison Airport; the Grantor further grants that upon said property (A) no use shall be permitted that causes a discharge into the air of fumes, smoke or dust which will obstruct visibility and adversely affect the operation of aircraft or cause any interference with navigational facilities necessary to aircraft operation and (B) no development or construction shall be permitted which will interfere in any way with the safe operation of aircraft in the air space over the land described herein or at or on the Addison Airport.

To have and to hold said easement and right-of-way and all rights appertaining hereto unto the Grantee, its successors and assigns, until the Addison Airport shall be abandoned and shall cease to be used for airport purposes. It is specifically understood and agreed that this easement, its covenants and agreements shall run with the land, which is described herein. The Grantor, on behalf of itself, its successors and assigns, further acknowledges that the easements herein granted contemplate and include all existing and future operations at Addison Airport, acknowledging that future aircraft numbers and types will most likely increase and noise patterns may also increase, in that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of changes in the flight volume or noise, traffic patterns, runway lengths or locations or characteristics or type or category of aircraft using the Addison Airport, Town of Addison, Texas.

STATE OF TEXAS
COUNTY OF COLLIN

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JASON L. MORGAN, of GLOBAL LAND SURVEYING, INC., do hereby declare that I prepared this plat from an actual and accurate survey of the land and that all monuments shown hereon actually exist, and their location, size, and material description are correctly shown.

Jason L. Morgan
Jason L. Morgan, R.P.L.S. No. 5587



STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JASON L. MORGAN, 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 SEAL OF OFFICE this the 21st day of September, 2009

Neil D. Zed
Notary Public in and for the State of Texas.

My commission expires:

March 23, 2011

REPLAT
LOT 2R, BLOCK A, EXCEL PLAZA
BEING A REPLAT OF
LOT 2, BLOCK A, EXCEL PLAZA
BEING 7.725 ACRES
PART OF THE WILLIAM LOMAX SURVEY
ABSTRACT 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

ADDRESS: 16650 WESTGROVE ROAD

SEPTEMBER, 2009



SURVEYOR/APPLICANT:
GLOBAL LAND SURVEYING, INC.
704 CENTRAL PARKWAY EAST
SUITE 1214
PLANO, TEXAS 75074
PHONE (972) 661-1500
FAX (972) 661-1068
EMAIL: jmorgan@glsl-lls.com
CONTACT: JASON MORGAN

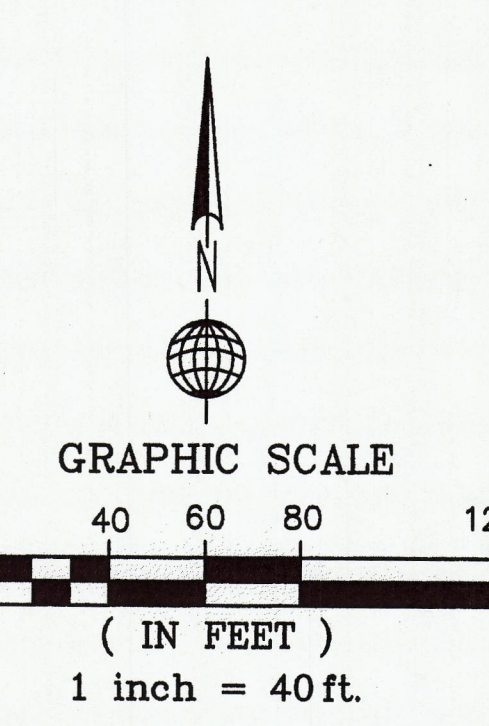
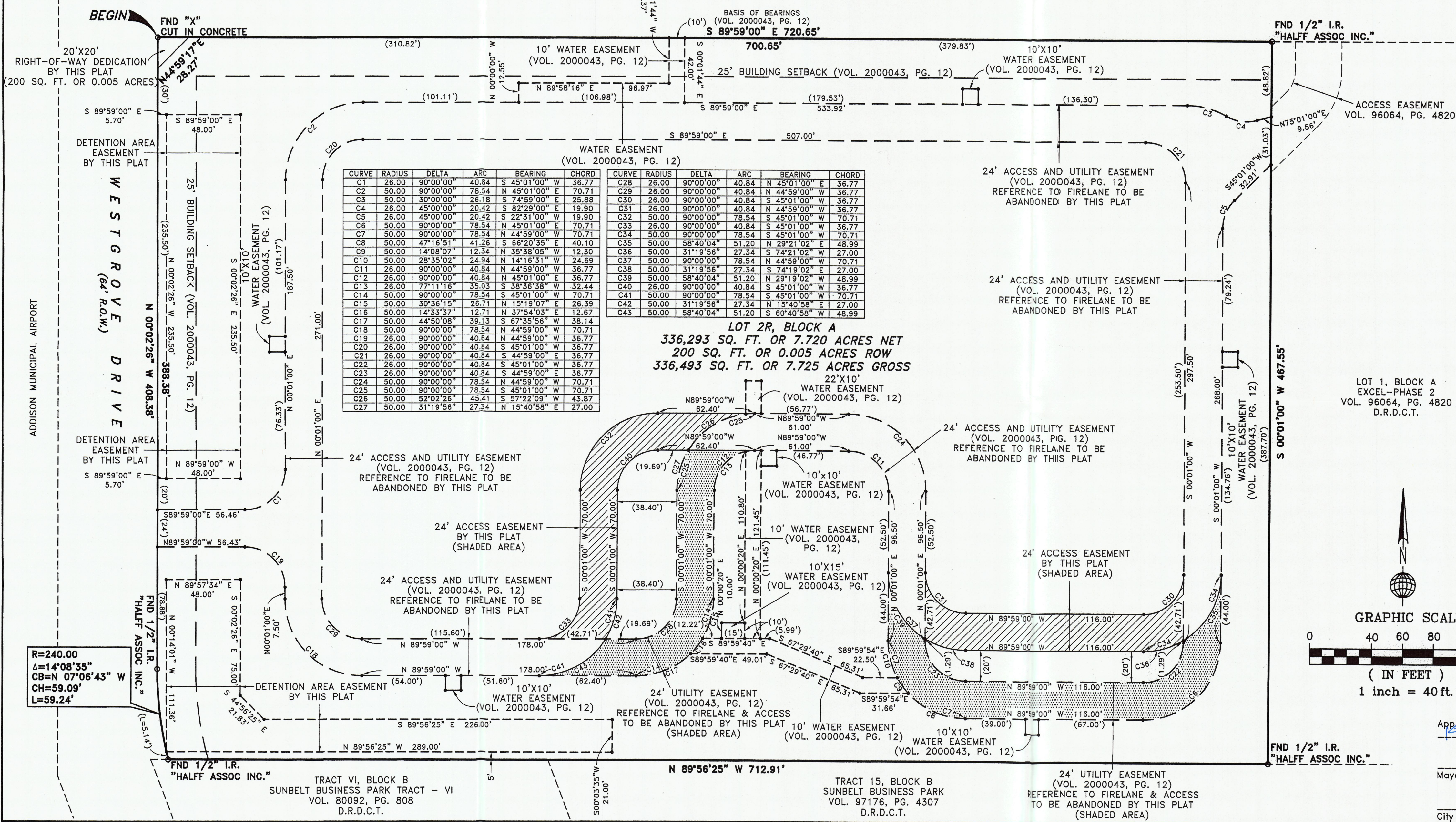
OWNER:
NNN ADDISON COM CENTER, LLC
1601 N TUSTIN AVENUE, 800
SANTA ANA, CA 92705-0664

JOB NO. 09-04-232

SCALE: 1" = 40'

SHEET 1 OF 1

EXCEL PARKWAY
(80' R.O.W.)



Approved by the Addison City Council on the 14th day of July, 2009

Mayor *[Signature]*
City Secretary *[Signature]*