



( STATE OF TEXAS )  
 ( COUNTY OF DALLAS )

WHEREAS the City of Dallas is the owner of a tract of land situated in the City of Addison, Dallas County, Texas, part of the Edward Cook Survey, Abstract No. 326 and the E. Fike Survey, Abstract No. 478, being the same tract previously described as 19.01 acres by instrument recorded in Volume 4942, Page 629, Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows (bearings referenced to instrument recorded in Volume 4942, Page 629, Deed Records of Dallas County, Texas):

BEGINNING at a concrete monument set for the southeast corner of the herein described tract, same being the intersection of the north right-of-way of Belt Line Drive (100' ROW) and the westerly line of a 100 foot wide St. Louis and Southwest Railroad right-of-way;

THENCE North 89°26'42" West, along said north right-of-way of Belt Line Drive, 1126.56 feet to a concrete monument set to replace a found 1/2 inch iron rod;

THENCE North 00°49'37" East, 838.29 feet to a 1 inch iron pipe in concrete found for the northwest corner of the herein described tract;

THENCE North 80°49'50" East, 454.32 feet to a 1 inch iron pipe in concrete;

THENCE southeasterly generally with the aforesaid railroad right-of-way, the following four (4) courses;

- South 69°58'30" East, 233.03 feet to a found metal fence post in concrete;
- South 48°23'44" East, 258.85 feet to a 1 inch iron pipe in concrete;
- South 26°22'30" East, 304.94 feet to a 1 inch iron pipe in concrete;
- South 16°53'19" East, 410.56 feet to the POINT OF BEGINNING and containing 19.014 acres.

That the City of Dallas ("Owner") does hereby adopt this plat designating the hereinabove property as Beltwood Reservoir, 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 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.

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 metes 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 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 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.

City of Dallas: *Cliff D. Mahaly*  
 City Manager

( 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 *Clifford Mahaly* (*Clifford Mahaly*) 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 the 4th day of August, 1989.

*Donna Moore*  
 Notary Public in and for Dallas County, Texas  
 Commission Expires \_\_\_\_\_

SURVEYOR'S CERTIFICATE

I, Paul Hubert, Registered Public Surveyor for SURVCON, INC., do hereby certify that this plat was prepared from an actual survey on the ground and that all angle points and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made under my supervision.

*Paul Hubert*  
 Registered Public Surveyor  
 Texas Registration Number 1942

( 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 Paul Hubert, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of August, 1989.

*Laura Martin* - LAURA MARTIN  
 Notary Public in and for Dallas County, Texas  
 Commission Expires 9-7-92

FINAL PLAT  
**BELTWOOD RESERVOIR**  
 on Addition of the Town of Addison  
 E. COOK SURVEY A-326  
 E. FIKES SURVEY A-478

ADDITION, DALLAS COUNTY, TEXAS  
 JULY, 1989

TOWN OF ADDISON  
 P.O. BOX 144  
 ADDISON, TX. 75001  
 ATTN: GARMEN MOLAN

OWNER:  
 City of Dallas  
 1500 Marilla  
 Dallas, Texas 75201  
 (214)

SURVEYOR:  
 Survcon, Inc.  
 5710 LBJ Freeway  
 Suite 180  
 Dallas, Texas 75240  
 (214) 458-2173

CERTIFICATE OF APPROVAL

This Plat approved by the Town of Addison, Texas, this the 02 day of AUGUST, 1989.

*[Signature]*  
 City Secretary