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### LEGAL DESCRIPTION

BEING all that certain lot, tract or parcel of land situated in the Allen Bledsoe Survey, Abstract Number 157, City Block 8171, Town of Addison, Dallas County, Texas, and being all of that certain tract of land described as Tract II in deed to Patsy B. Green, Inc., recorded in Volume 80218, page 2229 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

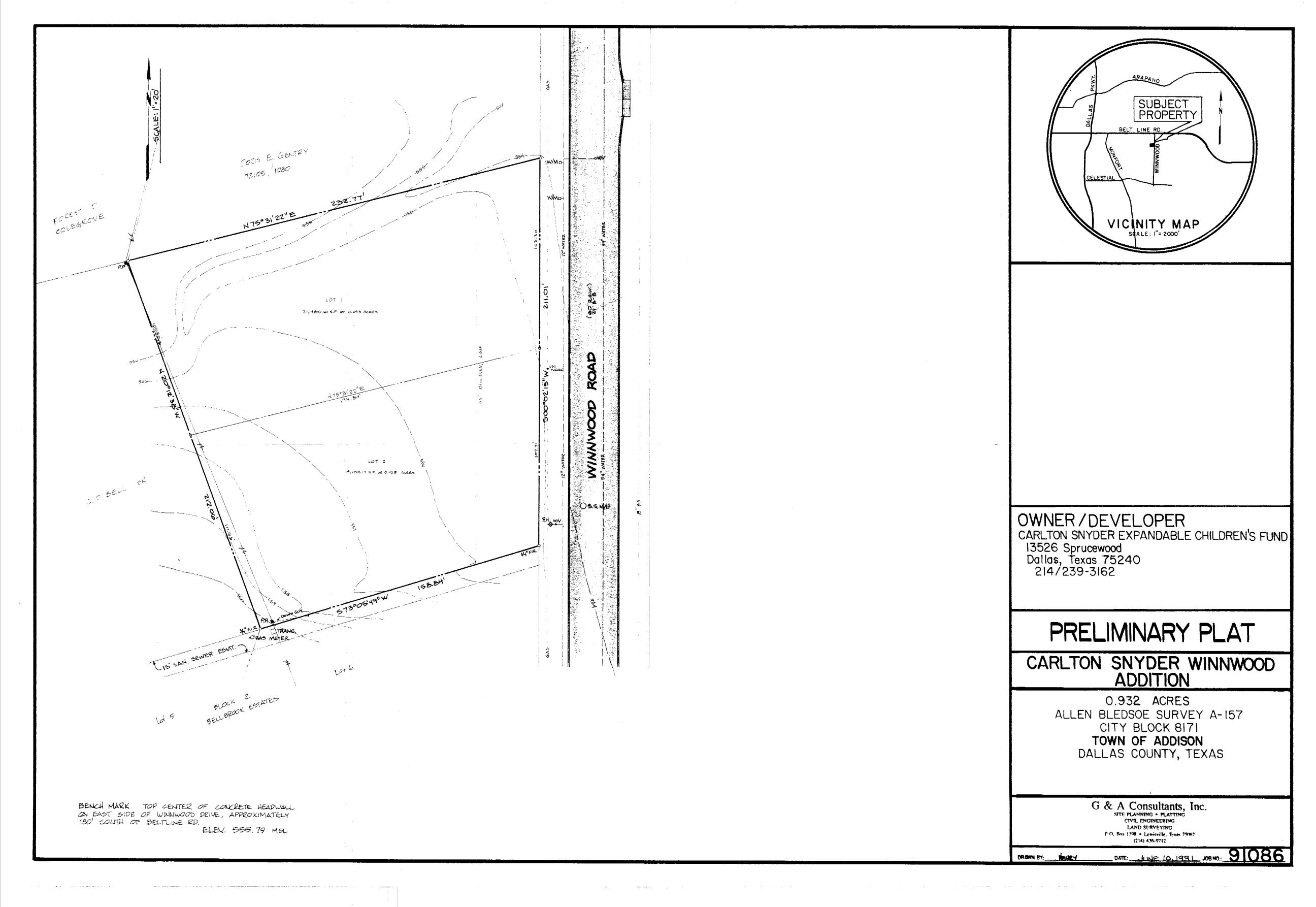
BEGINNING at a 3/4" iron rod found on the west line of Winnwood Road (60' right-of-way) at the southeast corner of said Tract II, said point being the northeast corner of Lot 6, Block 2 of Bellbrook Estates, an addition to the Town of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 85206, Page 3231 of the Map Records of Dallas County, Texas;

THENCE S 73°05'49" W, 158.84 feet along the south line of said Tract II and the north line of said Lot 6 to a 3/4" iron rod found at the southwest corner of said Tract II, said point being the northwest corner of said Lot 6, said point also being the northeast corner of Lot 5, Block 2 of said addition;

THENCE N 20°12'38" W, 212.06 feet along the west line of said Tract II to a 1/2" iron rod found at the northwest corner thereof, said point being the southwest corner of that certain tract of land called first tract described in deed to Doris E. Gentry recorded in Volume 72105, Page 1080 of the Deed Records of Dallas County, Texas, said point also being the southeast corner of that certain tract of land described in deed to Forest D. Colegrove by deed filed July 31, 1963 of the Deed Records of Dallas County, Texas;

THENCE N 75°31'22" E, 232.77 feet along the north line of said Tract II and the south line of said Gentry tract to a 3/4" iron pipe with a 3/8" iron rod found on the West line of said Winnwood Road, said point being the northeast corner of said Tract II, said point also being the southeast corner of said Gentry tract;

THENCE S 00°02'15" W, 211.01 feet along the east line of said Tract II and the west line of said Winnwood Road to the POINT OF BEGINNING and containing approximately 0.932 acres of land.



more particularly described as follows:

# SURVEYOR'S CERTIFICATE

COUNTY OF DENTON:

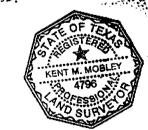
THAT I, Kent M. Mobley, a Registered Professional Land Surveyor do heraby certify that this plat is true and correct to the best of may knowledge and belief, and that the tract shown hereon was determined by a survey made on the ground under my direction and supervision.

witness, my band and seal at Lewisville, Denton County, Texas, this the day of

REGISTERED PROFESSIONAL LAND SURVEYOR

BLOCK 2

LOT 5 BELLBROOK ESTATES



STATE OF TEXAS COUNTY OF DENTON:

BEFORE ME, the undersigned authority, a Notary Public in and for Denton County, Texas, on this day personally appeared KENT M.
MOBLEY, 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 considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the W day of DECENNATION

NOTARY PUBLIC IN AND FOR DENTON COUNTY XXX TEXAS X

93002 6340

KEITH W. COLLINSWORTH NOTARY PUBLIC - TEXAS MY COMMISSION EXPIRES DECEMBER 6, 1993

# OWNER'S CERTIFICATE & DEDICATION

COUNTY OF DALLAS: WHEREAS, I, EMMITT SMITH, III, am the owner of all that certain lot, tract or parcel of land situated in the Allen Bledsce Survey, Abstract Number 157, City Block 8171, Town of Addison, Dallas County, Texas, and being all of that certain tract of land described as Tract II in dead to Patsy B. Green, Inc., recorded in Volume 80218, Page 2229 of the Deed Records of Dallas County, Texas, and being

BEGINNING at a 3/4" iron rod found on the west line of Winnwood Road (60' right-of-way) at the southeast corner of said Tract II, said point being the northeast corner of Lot 6, Block 2 of Bellbrook Estates, an addition to the Town of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 85206, Page 3231 of the Map Records of Dallas County, Texas;

THENCE S 73°05'49" W, 158.84 feet along the south line of said Tract II and the north line of said Lot 6 to a 3/4" iron rod found at the southwest corner of said Tract II, said point being the northwest corner of said Lot 6, said point also being the northeast corner of Lot 5, Block 2 of said addition;

THENCE N 20°12'38" W, 212.06 feet along the west line of said Fract II to a 1/2" iron rod found at the northwest corner thereof, said point being the southwest corner of that certain tract of land called first tract described in deed to Doris E. Gentry recorded in Volume 72105, Page 1080 of the Deed Records of Dallas County, Texas, said point also being the southeast corner of that certain tract of land described in deed to Forest D. Colegrove by deed filed July 31, 1963 of the Deed Records of Dallas County, Texas;

THENCE N 75°31'22" E, 232.77 feet along the north line of said Tract II and the south line of said Gentry tract to a 3/4" iron pipe with a 3/8" iron rod found on the west line of said Winnwood Road, said point being the northeast corner of said Tract II, said point also being the southeast corner of said Gentry tract;

THENCE S 00\*02\*15\* W, 211.01 feet along the east line of said Tract II and the west line of said Winnwood Road to the POINT OF BEGINNIEG and containing approximately 0.932 acres of land.

### THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, Emmitt Smith, III, do hereby adopt this plat designating the hereinabove property as Carlton Snyder Winnwood Addition, an Addition to the Town of Addison, Texas, and subject to conditions, restrictions and reservations stated hereinafter, owner dedicates to the public use forever the streets and alleys shown thereon.

The essements 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 bereby height reserved by survey and accommodation of all public 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 tenance 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 essement. 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 expsion 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 netural phenomena, not 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 assements 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. 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 or 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

Water main and sanitary sewer easements shall also include additional area of working space for construction and maintenance of the systems. Additional desement 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.

Dallas , Texas, this the 7 day of STATE OF TEXAS :

BEFORE ME, the undersigned authority, a Notary Public in and for Dallas County, Texas, on this day personally appeared EMMETT SMITH, III, 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 considerations therein expressed.

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

LINDA DEAN DAY
Notary Public, State of Texas
My Commission Expires 12-23-92



PROPERTY TAX NO. 1-32-0013

OWNER/DEVELOPER EMMITT SMITH, III DALLAS COWBOYS FOOTBALL CLUB

I COWBOYS PARKWAY IRVING, TEXAS 75063

### CARLTON SNYDER WINNWOOD **ADDITION**

0.932 ACRES ALLEN BLEDSOE SURVEY A-15 CITY BLOCK 8171

TOWN OF ADDISON DALLAS COUNTY, TEXAS

MAIL TO:

REY 11/23/92-1.C

DIAJA NILLER TOWN OF ADDISON Po Box 144

> G & A Consultants, Inc. SITE PLANNING . PLATTIN

CIVIL ENGINEERING LAND SURVEYING P.O. Box 1398 . Lewisville, Texas 75067 (214) 436-9712

10,28,42 - LIPPATE TO RESUBMIT DATE: October 22, 1992 JOBNO: 92329

CERTIFICATE OF APPROVAL

Approved by the Town of Addison this \_ 1992.

CITY SECRETARY

To the best of my knowledge and belief, the minimum finished floor elevation specified hereon is at least two feet above the 100 year water surface elevation. (Reference City of Dallas FIRM 480171/0030D, 7-2-91).

VON BEOUGHER