

STATE OF TEXAS
COUNTY OF DALLAS:

WHEREAS, INWOOD BUCKHORN JOINT VENTURE, J. MARC HESSE, TRUSTEE, is the owner of a tract of land situated in the Town of Addison, Dallas County, Texas, being a part of the ELISHA PIKE SURVEY, ABSTRACT NO. 478, and being a part of the JOSIAH PANCOAST SURVEY ABSTRACT NO. 1146, and being a part of that certain tract of land described in a deed to J. R. and Jack Maxfield, filed August 18, 1959, recorded in deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod found in the Southwest line of Inwood Road (60 ft. ROW), said point being South 17 degrees 15 minutes East, 1,231.99 ft. along said West line of Inwood Road from a visibility clip in the South line of Belt Line Road (100 ft. ROW);

THENCE South 17 degrees 15 minutes East, 121.96 feet along the said West line of Inwood Road to an iron rod found for corner in a Southwest ROW line of Inwood Road;

THENCE South 80 degrees 43 minutes 43 seconds West, 221.60 ft. to an "X" found for corner;

THENCE South 17 degrees 15 minutes East, 83.94 ft. to an iron rod set for corner;

THENCE South 80 degrees 34 minutes West, 399.99 ft. to an iron pipe found for corner;

THENCE North 0 degrees 26 minutes West, 574.87 ft. to a point for corner;

THENCE East 219.57 ft. to an "X" found for corner;

THENCE SOUTH 276.95 ft. to an iron rod found for corner;

THENCE EAST 336.98 ft. to the PLACE OF BEGINNING and containing 4.315 Acres of Land.

THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, INWOOD BUCKHORN JOINT VENTURE, J. MARC HESSE, TRUSTEE, does hereby adopt this plat designating the hereinabove property as INWOOD WEST, 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 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. 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 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 growths 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 growths 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 the curb or pavement line, and the description 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.

WITNESS, my hand at Dallas, Texas, this the 6th day of September, 1991.

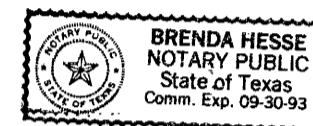
BY: J. MARC HESSE, TRUSTEE - INWOOD BUCKHORN JOINT VENTURE

STATE OF TEXAS:
COUNTY OF DALLAS:

BEFORE ME, the undersigned authority, a Notary Public in and for Dallas County, Texas, on this day personally appeared J. Marc Hesse, 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 6th day of September, 1991.

Brenda Hesse
NOTARY PUBLIC IN AND FOR DALLAS COUNTY, TEXAS



SURVEYOR'S CERTIFICATE

STATE OF TEXAS:
COUNTY OF DALLAS:

THAT I, Paul A. Hidalgo, a Registered Professional Land Surveyor for Jimmy W. Pogue, Inc., do hereby certify that this plat is true and correct to the best of my knowledge and belief, and that the tract shown hereon was determined by a survey made on the ground during the month of Aug, 1991.

WITNESS, my hand and seal at Dallas, Dallas County, Texas, this the 6th day of Sept, 1991.

Paul A. Hidalgo
PAUL A. HIDALGO-REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4490

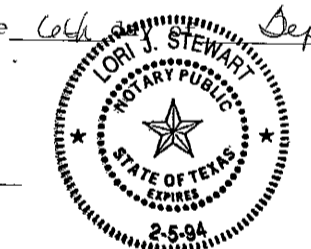


STATE OF TEXAS:
COUNTY OF DALLAS:

BEFORE ME, the undersigned authority, a Notary Public in and for Dallas County, Texas, on this day personally appeared Paul A. Hidalgo, 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 6th day of Sept, 1991.

Lori J. Stewart
NOTARY PUBLIC IN AND FOR DALLAS COUNTY, TEXAS



APPROVAL CERTIFICATE

Approved by the Town of Addison this 10th day of September, 1991.

City Secretary

WM. A. BILLINGTON, JR. & WM. PAYNE, JR.

OWNER:
INWOOD BUCKHORN JOINT VENTURE
J. MARC HESSE & JONES, P.C.
16610 DALLAS PKWY #2500
DALLAS, TEXAS 75248

SURVEYOR:
JIMMY W. POGUE, INC.
3510 MARVIN D. LOVE
DALLAS, TX. 75224
(214) 371-0666

INWOOD WEST
AN ADDITION TO THE TOWN OF ADDISON, DALLAS COUNTY TEXAS
OUT OF THE ELISHA PIKE SURVEY ABST. NO. 478 AND THE JOSIAH PANCOAST SUR. ABSTRACT NO. 1146

Town of Addison
P.O. Box 144
Addison, TX 75001
Attn: Diana Miller

