

OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS William O. Neal and Roswitha M. Neal are the owners of a tract of land situated in the A. BLEDSOE SURVEY, ABSTRACT NO. 157 and being the same property conveyed in deed from Ward L. Haines to Jerry W. Parks et ux and June C. Parks dated 7/15/83, Volume 83144, Page 2876, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found, set yellow plastic cap stamped (D.C. & A. RPS 3935) for corner said point South 150.65 feet from the Southeast corner of 0.998 acre tract of land conveyed to Johnson Electric Company, Inc. by John L. Shirley as recorded in Volume 81179, Page 681, Deed Records, Dallas County, Texas;
THENCE: South 00 deg. 10 min. 57 sec. West, a distance of 150.52 feet to a 1/2 inch iron rod found, set yellow plastic cap stamped (D.C. & A. RPS 3935) for corner;
THENCE: North 89 deg. 53 min. 12 sec. West, a distance of 298.87 feet to a 1/2 inch iron rod found, set yellow plastic cap stamped (D.C. & A. RPS 3935) for corner;
THENCE: North 00 deg. 00 min. 02 sec. East, a distance of 150.47 feet to a PK nail found for corner in the centerline of Lake Forest Drive;
THENCE: South 89 deg. 53 min. 46 sec. East, a distance of 299.35 feet to the PLACE OF BEGINNING and containing 45,014.5345 square feet or 1.0334 acres of land.

That We William O. Neal and Roswitha M. Neal do hereby adopt this plat designating the hereinabove property as The Neal Addition, 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 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 of 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 purposes 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 of 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 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.

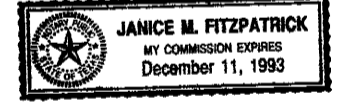
Water main and sanitary sewer easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water service and sewer services from the main 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.

By William O. Neal and Roswitha M. Neal
WILLIAM O. NEAL AND ROSWITHA M. NEAL

STATE OF TEXAS
COUNTY OF DALLAS
BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day appears William O. Neal 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.

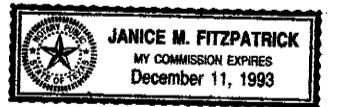
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of September, 1993.



Janice M. Fitzpatrick
Notary Public in and for Dallas County, Texas
My Commission Expires 12-11-93

STATE OF TEXAS
COUNTY OF DALLAS
BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day appears William O. Neal and Roswitha M. Neal 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 20th day of September, 1993.



Janice M. Fitzpatrick
Notary Public in and for Dallas County, Texas
My Commission Expires 12-11-93

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT I DOUG CONNALLY do hereby certify that I have prepared this plat from actual and accurate survey, of the land and that Corner Monuments shown hereon were properly placed under my personal supervision and in accordance with the subdivision regulations of the City of Dallas, Texas.

Doug Connally
Doug Connally Registered Professional Land Surveyor No. 3935



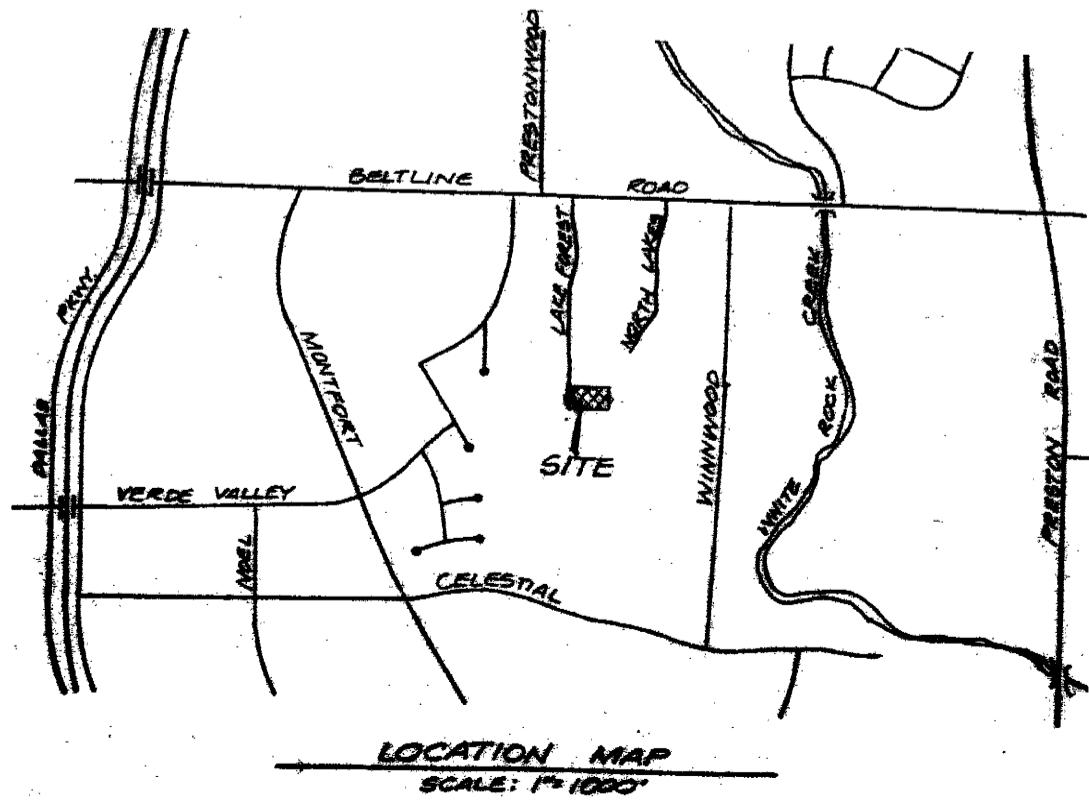
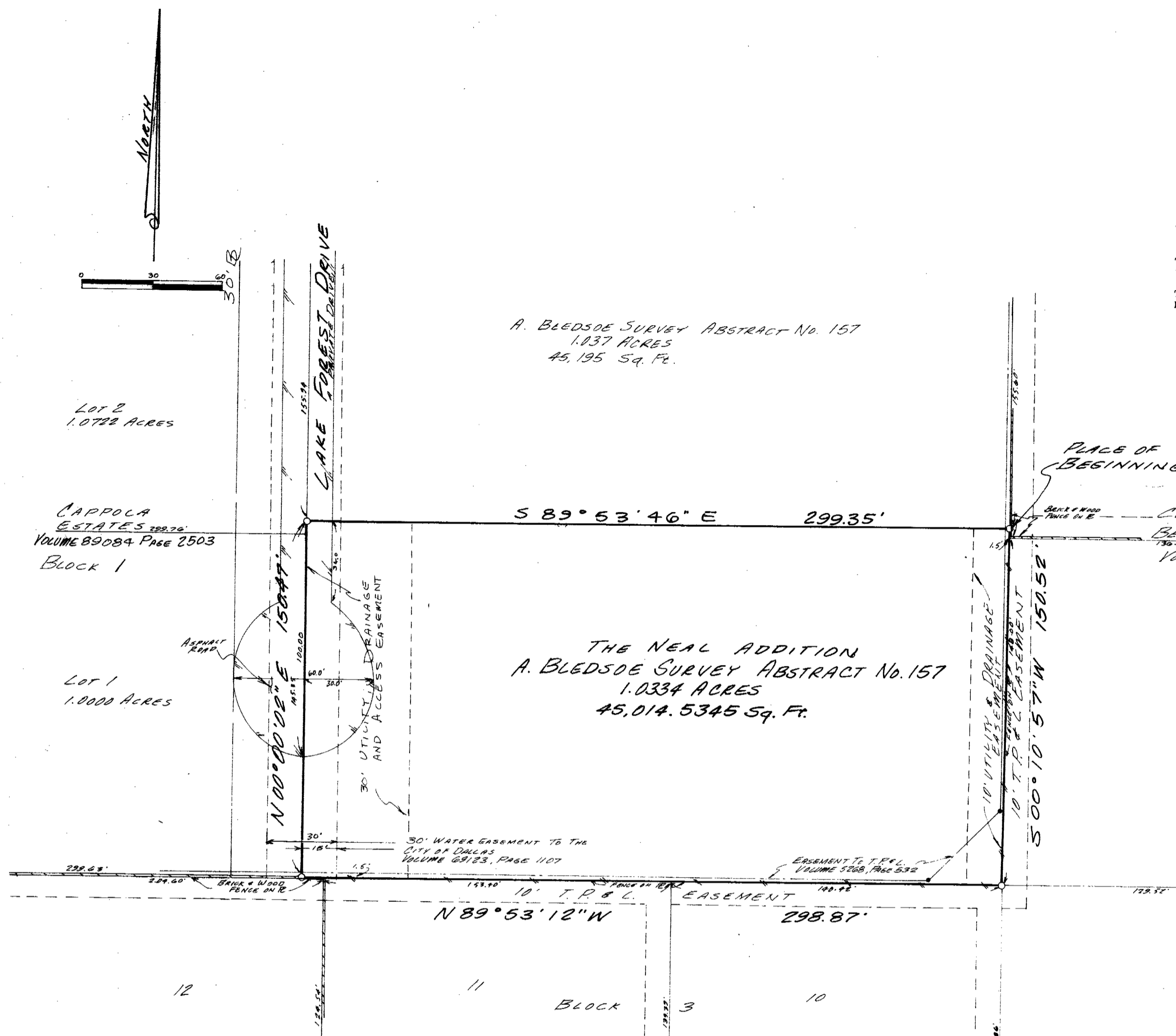
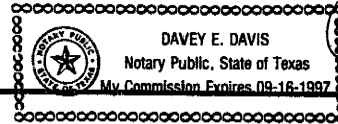
THE NEAL ADDITION
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
OWNER: WILLIAM O. NEAL AND ROSWITHA M. NEAL
DALLAS, TEXAS 75308-3338

DOUG CONNALLY & ASSOC., INC.
9726 SKILLMAN STREET
DALLAS, TEXAS 75243
PHONE (214) 349-9485
FAX (214) 349-2216

SCALE: 1"=30'
DATE: 7-29-93
JOB No.: 93-3122
G.F.No.:
DRAWN BY: STEVEN

REVISED: 8-20-93 - ADJUST EASEMENTS
REVISED: 8-20-93 - FORM BOARDS ADDED 93-3563

STATE OF TEXAS
COUNTY OF DALLAS
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Doug Connally 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 in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of September, 1993.
Dave E. Davis
Notary Public, State of Texas
My Commission Expires 9-16-97



NOTE: This survey is based upon the information provided by the client. No search of the title record was made by this office.

VOLUME 9321
PAGE 2862
93 OCT 29 AM 10:32
DALLAS COUNTY
FILED