#### \* DWNER'S CERTIFICATION \*

STATE OF TEXAS

WHEREAS, S&B Investments and BAS Realty, Ltd. are the owners of a tract of land situated in the George Syms Survey, Abstract No. 1344, Dallas County, Texas and being all of Lots 2 and 3, Block A of the replat of Beltwood North - Airport Addition, an addition to the Town of Addison as recorded in Volume 94030, Page 2550 of the Deed Records of Dallas County, Texas and also being all of that certain tract of land as described in deed to S & B Investments as recorded in Volume 91001, Page 3504 of the Deed Records of Dallas County, Texas and in deed to BAS Realty, Ltd. by deed recorded in Volume 95041, Page 1058, of the Deed Records of Dallas County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set with 'Pate Surveyors' cap at the northwesterly corner of said Lot 2 and also being the southwesterly corner of Lot 1 of said Beltwood North - Airport Addition and also being on the easterly right-of-way line of Midway Road (Variable Width Right-of-Way) and from which a 1/2 inch iron rod bears North 00 degrees 29 minutes 49 seconds West, 0.27 feet;

THENCE North 89 degrees 42 minutes 35 seconds East, along the common line of said Lot 1 and Lot 2, a distance of 300.79 feet to a 5/8 inch iron rod set with "Pate Surveyors" cap at the northeasterly corner of said Lot 2 and the southeasterly corner of said Lot 1 and also being on a westerly line of Addison Airport;

THENCE South 21 degrees 06 minutes 05 seconds East, along the common line of said Lot 2 and said Addison Airport, passing at 635.58 feet a 5/8 inch iron rod set with "Pate Surveyors" cap at the southeast corner of said Lot 2 and continuing along the common line of said Lot 3 and said Addison Airport a total distance of 1309.30 feet to a 5/8 inch iron rod set with "Pate Surveyors" cap at the southeasterly corner of said Lot 3;

THENCE South 89 degrees 19 minutes 05 seconds West, along the south line of said Lot 3, a distance of 765.99 feet to a cut "X" in concrete set at the southwesterly corner of said Lot 3 and also being on the easterly right-of-way line of the aforementioned Midway Road;

THENCE North 00 degrees 17 minutes 25 seconds West, along the easterly right-of-way line of said Midway Road, passing at 635.00 a cut "X" in concrete set at the southwestly corner of said Lot 2 and continuing along the easterly right-of-way line of said Midway Road a total distance of 1229.11 feet to the POINT OF BEGINNING and containing 15.032 acres of land, more or less.

### \* SURVEYOR'S CERTIFICATE \*

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Mark A. Nace, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were found or properly placed under my personal supervision in accordance with the platting rules and regulations of the Planning and Zoning Commission of the Town of Addison, Texas.

PRELIMINARY - THIS DOCUMENT SHALL NOT BE

RECORDED FOR ANY PURPOSE.

Mark A. Nace, R.P.L.S.

State of Texas No. 5539

MARK ALLAN NACE

\$ 5539

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 Mark A. Nace, 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 \_\_\_\_ day of \_\_\_\_\_, 2009.

Notary Public, State of Texas

#### \* OWNER'S DEDICATION \*

That S & B INVESTMENTS and BAS REALTY, LTD ("Owners") does hereby adopt this plat designating the herein above property as A REPLAT OF LOT 2 & 3, BLOCK A OF BELTWOOD NORTH - AIRPORT 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. Dwner shall have the right to use these easements provided; however, that it does not unreasonable 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 access 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 of 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 undesired 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 construction, 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

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.

&	В	INVESTMENTS

BAS REALTY, LTD

STATE OF TEXAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared \_\_\_\_\_\_\_, 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 \_\_\_ day of \_\_\_\_, 2009.

Notary Public, State of Texas

STATE OF TEXAS

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2009.

Notary Public, State of Texas

## FINAL PLAT

REPLAT OF LOT 2 & 3, BLOCK A
BELTWOOD NORTH - AIRPORT ADDITION
TOWN OF ADDISON

LOCATED IN THE GEORGE SYMS SURVEY, ABSTRACT NO. 1344, DALLAS COUNTY, TEXAS

S & B INVESTMENTS P.O. BOX 700008 DALLAS, TEXAS 75370 (972) 935-8855

# PATE & ENGINEERS

8150 BROOKRIVER DRIVE, SUITE S-700, DALLAS, TEXAS 75247 TEL: (214)357-2981 FAX (214) 357-2985

JOB NO. 190200100

SHEET 1 OF 1