

OWNER'S CERTIFICATE:

STATE OF TEXAS  
COUNTY OF DALLAS

WHEREAS, \_\_\_\_\_ is the owner of a 6.1984 acre tract of land situated in a portion of the William Lomax Survey, Abstract No. 792, City of Addison, Dallas County, Texas and said tract also being a part of Lots 6, 7, and 8 in Block A, of CARROLL ESTATES, an addition to the City of Addison, Dallas County, Texas, according to the map thereof recorded in Volume 10, Page 173, Map Records, Dallas County, Texas, said tract being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found on the east line of Westgrove Drive (60 feet wide), also being in the west line of Lot 6, Block A CARROLL ESTATES same iron rod also being the northwest corner of the tract conveyed to Dallas Power and Light Company by deed filed August 5, 1957, in the Deed Records Dallas County, Texas;

THENCE, North 00°00'00" East, along the east line of Westgrove Drive, a distance of 600.00 feet to a 5/8-inch iron rod found on the south line of a 18.258 acre tract conveyed by W. M. Reese to Air Born Inc., by deed dated September 10, 1959, recorded in Volume 69216, Page 1560, Deed Records, Dallas County, Texas;

THENCE, North 89°59'30" East, along said south line a distance of 450.00 feet to 5/8-inch iron rod found for corner;

THENCE, South 00°00'00" West, along a west line of Air Born Inc. tract a distance of 600.00 feet to a 1/2-inch iron rod set on the north line of said Dallas Power and Light Company tract;

THENCE, South 89°59'30" West, along said north line, a distance of 450.00 feet to the POINT OF BEGINNING and containing 270,000 square feet or 6.1984 acre of land, more or less;

DEDICATION STATEMENT:

That Kalisher Properties, Ltd. & Palmetto Corners II Ltd., ("Owners") does hereby adopt this plat designating the hereinabove property as Westgrove and Airborn an addition to the City of Addison, Texas and, subject to the conditions, restrictions and reservations stated hereinafter, Owner dedicates to the public use forever that 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 owner's 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 the 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 natural resulting from the occurrence of these natural phenomena, nor resulting from failure on any structure of 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 easement 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 ordinary 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 move and keep removed all parts of any building, fences, shrubs or other improvements or growth which in any way endangers or interferes with the construction, maintenance or efficiency of its respective system or services.

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 services 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 City of Addison, Texas.

IN WITNESS THEREFORE, I have hereunto set my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and said County and State, on this day personally appeared \_\_\_\_\_ known to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said \_\_\_\_\_ and that he executed the same as the act of said \_\_\_\_\_ for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public in and for  
The State of Texas

My Commission Expires \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and said County and State, on this day personally appeared \_\_\_\_\_ known to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said \_\_\_\_\_ and that he executed the same as the act of said \_\_\_\_\_ for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public in and for  
The State of Texas

My Commission Expires \_\_\_\_\_

SURVEYOR'S CERTIFICATE:

I, Stephen Johnson, a Registered Professional Land Surveyor, in the State of Texas hereby certify that this plat is true and correct and was prepared from an actual ground survey of the property made under my supervision.

Stephen Johnson  
Registered Professional Land Surveyor  
No. 4585

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and said County and State, on this day personally appeared Stephen Johnson, known to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Kistenmacher Engineering Co., Inc. and that he executed the same as the act of said Kistenmacher Engineering Co., Inc. for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public in and for  
The

State of Texas

My Commission Expires \_\_\_\_\_

Approved by the Addison City Council on  
\_\_\_\_\_, 2008.

Mayor

City Secretary

FILED FOR RECORD IN  
VOL. \_\_\_\_\_, PG. \_\_\_\_\_

WESTGROVE AND AIRBORN

BEING A REPLAT OF BLOCK A  
CARROLL ESTATES  
AN ADDITION TO THE CITY OF ADDISON, TEXAS  
AND BEING SITUATED IN THE  
WILLIAM LOMAX SURVEY, ABSTRACT NO. 792  
DALLAS COUNTY, TEXAS

**k** KISTENMACHER ENGINEERING COMPANY, INC.  
CONSULTING ENGINEERING • LAND PLANNING • SURVEYING  
1420 GERONIMO DRIVE, SUITE A2 • EL PASO, TEXAS 79925 • 915-778-4478  
6336 GREENVILLE AVE., SUITE C • DALLAS, TEXAS 75206 • 214-234-0011

DATE: JANUARY 17, 2008

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Owner:  
PALMETTO CORNERS II LTD  
14880 MONTFORT DR STE 241  
DALLAS, TEXAS 75284

Owner:  
KALISHER PROPERTIES, LTD.  
4201 AIRBORN DR  
ADDISON, TEXAS 75001

Engineer/ Surveyor:  
Kistenmacher Engineering Co., Inc.  
6336 Greenville Ave, Suite C  
Dallas, Texas 75206  
(214)-234-0011