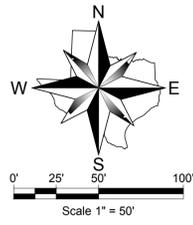


ABBREVIATION LEGEND

ABBR.	DEFINITION
IRF	IRON ROD FOUND
CIRF	IRON ROD FOUND w/CAP AS NOTED
XCF	"X" CUT IN CONCRETE FOUND
PKF	PK NAIL FOUND
CC#	COUNTY CLERK'S INSTRUMENT No.
CM	CONTROLLING MONUMENT
M.E.A.D.U.E.	MUTUAL & EMERGENCY ACCESS, DRAINAGE, & UTILITY EASEMENT



LINE TABLE

LINE #	BEARING	DISTANCE
L1	N89°30'33"E	2.53'
L2	N89°30'33"E	1.14'
L3	N00°58'13"W	14.85'
L4	N00°26'36"W	3.87'
L5	S89°31'28"W	33.57'
L6	N00°28'32"W	25.23'
L7	N89°32'55"E	33.05'
L8	N00°28'32"W	3.85'

AREA TABLE

TRACT	SQUARE FEET	ACRES
LOT 1R	25,942	0.596
LOT 2R	263,652	6.053
LOT 3R	122,855	2.820

CURVE TABLE

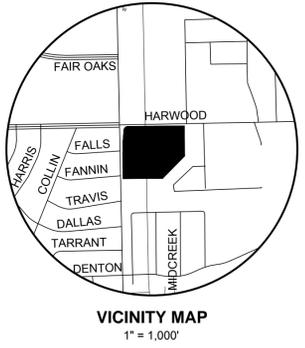
NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C1	90°23'23"	50.00'	78.88'	70.95'	N44°13'21"E
C2	90°00'00"	28.00'	43.98'	39.60'	N44°30'33"E
C3	90°00'00"	5.00'	7.85'	7.07'	N44°30'33"E

- NOTES:**
- Selling a portion of this addition by metes and bounds is a violation of City ordinance and State law and is subject to fines and withholdings of utilities and building permits.
 - This property is within Aircraft Noise Zone B. All noise sensitive uses will be constructed to achieve a 25 decibel reduction from outside to inside.
 - The purpose of this replat is to move the lot line between lots 2 and 3 and to show the current right-of-way configuration along N. Main Street and Harwood Drive.
 - The City will not maintain any interior drainage systems that originate within this private development.
 - Ground-to-grid conversion angle and scale factor:
Conversion angle = +00°46'22.69"
Scale factor = 0.999878655613

CITY OF EULESS WATER AND WASTEWATER IMPACT FEES

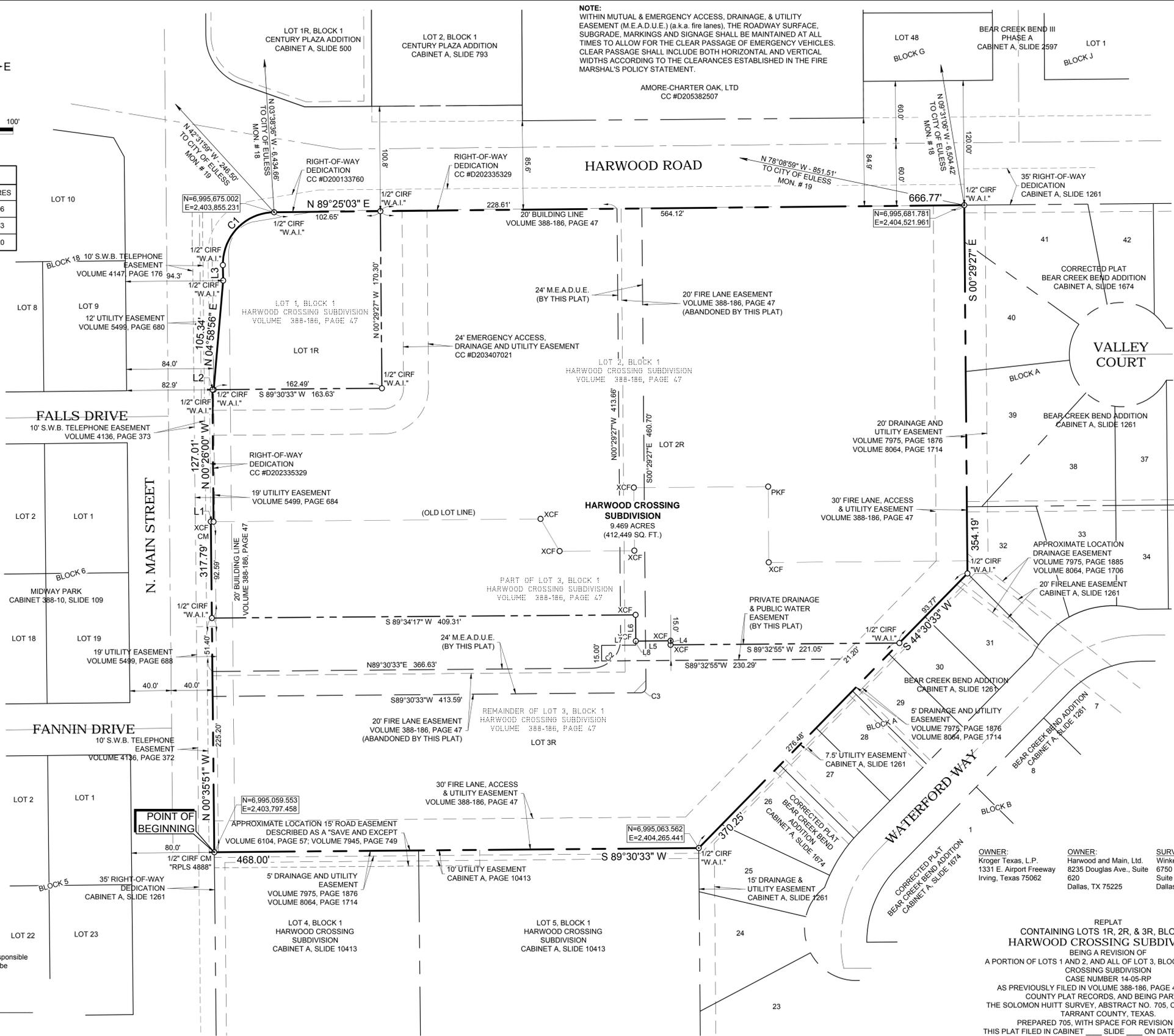
Meter or Tap Diameter	Living Unit Equivalency Factor	Water Impact Fee	Sewer Impact Fee
5/8" or 3/4"	1	\$1,477.90	\$524.70
1"	2.5	\$3,694.75	\$1,311.75
1.5"	5	\$7,389.50	\$2,623.50
2"	8.0 - 10.0	\$11,823.20	\$4,197.60
3"	16.0 - 24.0	\$35,469.60	\$12,592.80
4"	25.0 - 42.0	\$62,071.80	\$22,037.40
6"	50.0 - 92.0	\$135,966.80	\$48,272.40
8"	80.0 - 160.0	\$236,464.00	\$83,952.00

Impact fees are based on the size of water meter or tap serving the use.
Impact fees are due at the time of Building Permit application.



The City of Euless Planning and Zoning Commission, being the municipal authority responsible for approving plats, approved this plat on the date specified below and authorizes it to be recorded in the Plat Records of Tarrant County, Texas.

Chairman _____ Date of P&Z Approval _____
Euless Planning and Zoning Commission



NOTE:
WITHIN MUTUAL & EMERGENCY ACCESS, DRAINAGE, & UTILITY EASEMENT (M.E.A.D.U.E.) (a.k.a. fire lanes), THE ROADWAY SURFACE, SUBGRADE, MARKINGS AND SIGNAGE SHALL BE MAINTAINED AT ALL TIMES TO ALLOW FOR THE CLEAR PASSAGE OF EMERGENCY VEHICLES. CLEAR PASSAGE SHALL INCLUDE BOTH HORIZONTAL AND VERTICAL WIDTHS ACCORDING TO THE CLEARANCES ESTABLISHED IN THE FIRE MARSHAL'S POLICY STATEMENT.

REVISION APPROV. _____
DATE _____
NO. _____

Winkelmann & Associates, Inc.
SURVEYORS & ENGINEERS
6750 HILLCREST PLAZA, SUITE 325
DALLAS, TEXAS 75230
Phone: (972) 480-1000
Fax: (972) 480-1099
Toll Free: 1-800-800-0000
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SOLOMON HUITT SURVEY, ABSTRACT NO. 705
CITY OF EULESS
TARRANT COUNTY, TEXAS
KROGER TEXAS, L.P.
1331 E. AIRPORT FREEWAY
IRVING, TEXAS 75062

REPLAT
HARWOOD CROSSING SUBDIVISION
LOTS 1R, 2R, & 3R, BLOCK 1

Date: 09.08.14
Scale: 1" = 50'
File: 31543-RPLT
Project No.: 31543

OWNER: Kroger Texas, L.P.
1331 E. Airport Freeway
Irving, Texas 75062

OWNER: Harwood and Main, Ltd.
8235 Douglas Ave., Suite 620
Dallas, TX 75225

SURVEYOR: Winkelmann & Assoc., Inc.
6750 Hillcrest Plaza Drive
Suite 325
Dallas, Texas 75230

REPLAT
CONTAINING LOTS 1R, 2R, & 3R, BLOCK 1,
HARWOOD CROSSING SUBDIVISION
BEING A REVISION OF
COUNTY PLAT RECORDS, AND BEING PART OF
THE SOLOMON HUITT SURVEY, ABSTRACT NO. 705, CITY OF EULESS,
TARRANT COUNTY, TEXAS.
PREPARED 705, WITH SPACE FOR REVISION DATES
THIS PLAT FILED IN CABINET _____ SLIDE _____ ON DATE _____

SHEET 1 of 2

PROPERTY DESCRIPTION

STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS, Kroger Texas, L.P. and Harwood And Main, Ltd., acting by and through the undersigned, its duly authorized agent, is the sole owner of a tract of land situated in the SOLOMAN HUITT SURVEY, ABSTRACT NO. 705, in the City of Euless, Tarrant County, Texas, and being a portion of Lots 1 and 2, and all of Lot 3, Block 1, Harwood Crossing Subdivision, an addition to the City of Euless, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-186, Page 47, Official Public Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "RPLS 4888" found for corner on the East right-of-way of N. Main Street, a variable width right-of-way, said point being the Southwest corner of said Lot 3 and the Northwest corner of Lot 4, Block 1, Harwood Crossing Subdivision, an addition to the City of Euless, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 10413, Official Public Records, Tarrant County, Texas;

THENCE North 00 deg 35 min 51 sec West, along said East right-of-way of N. Main Street and the West line of said Lot 3, a distance of 317.79 feet to an "X" cut found for the Northwest corner of said Lot 3, said point also being the Southwest corner of a right-of-way dedication recorded in County Clerk's Instrument No. D202335329, Official Public Records, Tarrant County, Texas;

THENCE North 89 deg 30 min 33 sec East, continuing along said East right-of-way of N. Main Street, along the North line of said Lot 3 and the South line of said right-of-way dedication (D202335329), a distance of 2.53 feet to an "X" cut in concrete found for corner, said point being the Southeast corner of said right-of-way dedication (D202335329);

THENCE North 00 deg 26 min 00 sec West, continuing along said East right-of-way of N. Main Street, along said East line of said right-of-way dedication (D202335329), a distance of 127.01 feet an "X" cut in concrete found for corner on the South line of said Lot 1, the North line of said Lot 2, and the South line of a right-of-way dedication recorded in County Clerk's Instrument No. D200133760, Official Public Records, Tarrant County, Texas, said point being the Northeast corner of said right-of-way dedication (D202335329);

THENCE North 89 deg 30 min 33 sec East, along the North line of said Lot 2 and the South line of said right-of-way dedication (D200133760), a distance of 1.14 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." found for corner;

THENCE North 04 deg 58 min 56 sec East, continuing along said East right-of-way of N. Main Street and along the East line of said right-of-way dedication (D200133760), a distance of 105.34 feet to 1/2-inch iron rod with a red plastic cap stamped "W.A.I." found for corner;

THENCE North 00 deg 58 min 13 sec West, continuing along said East right-of-way of N. Main Street and along the East line of said right-of-way dedication (D200133760), a distance of 14.85 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." found for corner, said point being the Southwesterly end of a radial corner clip at the intersection of said East right-of-way of N. Main Street with the South right-of-way of Harwood Road, a variable width right-of-way, said point also being the beginning of a curve to the right having a radius of 50.00 feet, a central angle of 90 deg 23 min 23 sec, a chord bearing of North 44 deg 13 min 21 sec East, and a chord length of 70.95 feet;

THENCE along said radial corner clip and said curve to the right, an arc distance of 78.88 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." found for corner on said South right-of-way of Harwood Road;

THENCE North 89 deg 25 min 03 sec East, along said South right-of-way of Harwood Road, along the most Northerly South line of said right-of-way dedication (D200133760) and the Southerly line of said right-of-way dedication (D202335329), a distance 666.77 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." found for the Northwest corner of Lot 41, Block A, Bear Creek Bend Addition, an addition to the City of Euless, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 1261, Official Public Records, Tarrant County, Texas;

THENCE South 00 deg 29 min 27 sec East, departing said South right-of-way of Harwood Road, along the West line of said Harwood Crossing Subdivision and the Northerly East line of Block A, of said Bear Creek Bend Addition, a distance of 354.19 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." found for the most Northerly Southeast corner of said Lot 3, the Southwesterly corner of Lot 32, Block A, of said Bear Creek Bend Addition and the North corner of Lot 31, Block A, of said Bear Creek Bend Addition;

THENCE South 44 deg 30 min 33 sec West, along the Southeast line of said Lot 3 and the Northwest line of said Block A, a distance of 370.25 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." found for the most Southerly Southeast corner of said Lot 3, said point being the Northeast corner of Lot 5, Block 1, of said Harwood Crossing Subdivision (Cabinet A, Slide 10413) and the most Northerly Northwest corner of Lot 25, Block A, of said Bear Creek Bend Addition;

THENCE South 89 deg 30 min 33 sec West, along the South line of said Lot 3 and the North line of said Lots 4 and 5, a distance of 468.00 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 412,449 square feet or 9.469 acres of land, more or less.

Now therefore know all men by these presents:

That Kroger Texas, L.P. and Harwood And Main, Ltd., through the undersigned authority, does hereby adopt this plat designating the herein above described property as HARWOOD CROSSING SUBDIVISION, Lots 1R, 2R, & 3R, Block 1, an addition to the City of Euless, Texas, and does hereby dedicate to the public use forever the streets and alleys shown hereon; and does hereby dedicate the easements shown on the plat for mutual use and accommodation of all public utilities desiring to use, or using same, said dedications being free and clear of all liens and encumbrances, except as shown herein. Kroger Texas, L.P. and Harwood And Main, Ltd., does hereby bind (himself/herself/itself), (his/hers/its) successors and assigns to forever warrant and defend all and singular the above described streets, alleys, easements and rights unto the public against every person whomsoever lawfully claiming or to claim the same or any part thereof. No buildings, fences, trees, shrubs, or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Any public utility shall have the right to remove and keep removed all or part 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 on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon any of said easements for the purpose of constructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

WITNESSED MY HAND THIS DAY OF 2014.

KROGER TEXAS, L.P., an Ohio limited partnership
By: KRGP Inc., an Ohio corporation, its general partner

By: Rick J. Landrum
Vice President

To the best of my knowledge there are no liens against this property.

Signature of Owner

STATE OF OHIO
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Rick J. Landrum, Vice President of KRGP Inc., an Ohio corporation and the general partner of Kroger Texas L.P., an Ohio limited partnership, 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.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE DAY OF 2014.

Notary Public in and for the State of Ohio

WITNESSED MY HAND THIS DAY OF 2014.

Harwood and Main, Ltd.
By: Raywood Interests, Inc.

By: Gene Richardson, Jr.
President

To the best of my knowledge there are no liens against this property.

Signature of Owner

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 Gene Richardson, Jr., 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.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE DAY OF 2014.

Notary Public in and for the State of

G F J 9 M C F B G H 5 H 9 A 9 B H

This is to certify that I, Leonard J. Lueker, a registered professional engineer/registered public surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground, and that all lot corners, angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me.

Dated this the day of 2014.

Leonard J. Lueker
Registered Professional Land Surveyor
Texas Registration # 5714
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 325
Dallas, Texas 75230
(972) 490-7090



AVIGATION EASEMENT AND RELEASE

STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Kroger Texas, L.P. and Harwood And Main, Ltd., through the adoption of this plat, does hereby grant and convey an Avigation Easement for free and unobstructed passage of aircraft through the airspace above said property, unto the City of Euless, Texas, its successors and assigns, hereinafter called "City", for the use and benefit of the public and its agencies, to have and to hold such Easement, together with all and singular the rights and appurtenances thereto in any wise belonging, and Owner does hereby bind himself, his successors, heirs, executors, and assigns, to forever warrant and defend all and singular the said rights granted herein unto the said City, its successors and assigns, against every person whosever lawfully claiming or who might hereafter claim the same or any part thereof. As an appurtenance to this grant, Owner does hereby waive, release, remise, quitclaim, and forever hold harmless the said City, its successors and assigns, from any and all claims for damages of any kind that Owner may now have or hereafter have by reason of the passage of any and all aircraft ("aircraft" being defined as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air), by whosever owned or operated, in the airspace over Owner's property, above a level measured 150 feet from the average ground level of said property as same presently exists, to an infinite height above same. Such release shall include, but not be limited to, any damages to Owner's described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects from the operation of aircraft flight over said property, or landing at, or taking off from, or operating at or on the Dallas-Fort Worth International Airport, whether such claim be for injury or death to person or persons or damages to or taking of property.

This release shall be binding upon Owner, his successors, heirs, executors, administrators, and assigns, and shall be a covenant running with the land.

PERPETUAL MAINTENANCE AGREEMENT

STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

The following reservations, restrictions, and covenants are imposed on as it abuts, is adjacent to, or is included within the floodplain easements, drainage easements or emergency access easements shown on the plat filed herewith:

- 1. No commercial building, outbuilding, fence, or other structure shall be erected on said easement except for small ornamental walls, patios, and other landscaping, provided however, these items allowed shall not interfere in any way with the free flow of water in said channel or narrow the existing channel of the stream or interfere with free access by way of the easement for maintenance purposes without written consent of the City Engineer.
2. The Lot owner shall be responsible for the maintenance of his portion of said easement in order to preserve its beauty and to prevent any obstruction, flooding, or erosion. Such maintenance shall include but shall not be limited to the following:
a. Mowing grass and preventing the growth of weeds.
b. Preventing the growth of trees or permitting other obstructions to the easement which would obstruct free access for maintenance purposes.
c. Preventing erosion by corrective construction if necessary.
d. Preventing the accumulation of trash and debris in the easement.
3. In addition to other rights of enforcement contained in these restrictions or available by statutes, ordinance, or common law, the Dedicator, his successors and assigns, and all parties claiming title to by through or under him, shall be taken to hold, agree, and covenant with the Dedicator and his successors and assigns, and with each of them to conform to and observe all restrictions and covenants as to the use and maintenance of said easement and Dedicator or owner or any of the above shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants above set forth, in addition to the ordinary legal action for damages, and failure of the Dedicator or the owners of an other lot or lots shown to abut said easement to enforce any other restrictions or covenants herein set forth at the time of violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter.
4. In addition to the rights of enforcement given to Dedicator and other Lot owners as set forth in Paragraph 3 above, it specifically provided that the City of Euless may, at its option, bring any action and obtain any remedy to enforce or prevent the breach of said restrictions.
5. It is specifically provided that the Dedicator, his successors and assigns, other Lot owners and the City of Euless as provided above, shall have the right to recover their attorney's fees, court costs, and expenses incurred in any suit to enforce or prevent the breach of any covenant or restriction applicable to said easement.
6. In addition to the remedies above provided, the City of Euless may, at its option, thirty days after written notices to a lot owner, enter the easement and perform the necessary maintenance repair and charge the lot owner or owners the pro-rata cost thereof. Said charges shall be a lien on the abutting lot or lots inferior only to prior recorded liens on said lot or lots.

TO HAVE AND TO HOLD the above-described Perpetual Maintenance Agreement in and to said premises with the right of ingress and egress thereto, together with all and singular the usual rights thereto in any wise belonging, unto the said City of Euless, Texas, and its successors and assigns forever, and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said City of Euless, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this day of 2014.

Table with columns: No., DATE, REVISION, APPROV. Includes logo for Winkelmann & Associates, Inc.

SOLOMON HUITT SURVEY, ABSTRACT NO. 705
CITY OF EULESS
TARRANT COUNTY, TEXAS
KROGER TEXAS, L.P.
1331 E. AIRPORT FREEWAY
IRVING, TEXAS 75062

REPLAT
HARWOOD CROSSING SUBDIVISION
LOTS 1R, 2R, & 3R, BLOCK 1

Table with columns: Date, Scale, File, Project No.

SHEET
2 of 2

REPLAT
CONTAINING LOTS 1R, 2R, & 3R, BLOCK 1,
HARWOOD CROSSING SUBDIVISION
BEING A REVISION OF
COUNTY PLAT RECORDS, AND BEING PART OF
A PORTION OF LOTS 1 AND 2, AND ALL OF LOT 3, BLOCK 1, HARWOOD
CROSSING SUBDIVISION
CASE NUMBER 14-05-RP
AS PREVIOUSLY FILED IN VOLUME 388-186, PAGE 47, TARRANT
COUNTY PLAT RECORDS, AND BEING PART OF
THE SOLOMON HUITT SURVEY, ABSTRACT NO. 705, CITY OF EULESS,
TARRANT COUNTY, TEXAS.
PREPARED 705, WITH SPACE FOR REVISION DATES
THIS PLAT FILED IN CABINET SLIDE ON DATE