



**OWNERS CERTIFICATE**

STATE OF TEXAS §  
COUNTY OF DALLAS §

WHEREAS, PACIFIC HOUSTON INVESTMENTS, LTD. is the owner of a 32,665 square foot (0.7499 acre) tract of land situated in the Anson McCracken Survey, Abstract No. 868, City of Dallas, Dallas County, Texas; said tract being part of City of Dallas Block No. 4690; said tract also being all of that tract of land described in Special Warranty Deed to Pacific Houston Investments, Ltd. recorded in Instrument No. 201800127473 of the Official Public Records of Dallas County, Texas; said tract being more particularly described as follows:

**BEGINNING** at a "x" cut in concrete found at the west end of a circular right-of-way corner clip at the intersection of the south right-of-way line of Colorado Boulevard (100-foot wide right-of-way, Volume 1784, Page 216 of the Deed Records of Dallas County, Texas) and the southeast right-of-way line of Anniels Drive (50-foot wide right-of-way, Volume 6, Page 77 of the Map Records of Dallas County, Texas and Volume 2127, Page 581 of said Deed Records); said point being the beginning of a curve to the right;

**THENCE** in a northeasterly direction, along said corner clip and with said curve to the right, having a central angle of 52°51'04", a radius of 100.00 feet, an arc length of 92.24 feet and a long chord bearing and distance of North 85°08'48" East, 89.01 feet to a 3/8-inch iron rod with "5244" cap found for corner at the beginning of a reverse curve to the left;

**THENCE** in a southeasterly direction, along the said south line of Colorado Boulevard and with said curve to the left, having a central angle of 11°21'45", a radius of 343.49 feet, an arc length of 68.12 feet and a long chord bearing and distance of South 74°06'32" East, 68.01 feet to a 3-inch aluminum disk stamped "INTOWNHOMES KESSLER, KHA" set for corner;

**THENCE** South 0°23'31" East, departing the said south line of Colorado Boulevard, a distance of 128.57 feet to a 3-inch aluminum disk stamped "INTOWNHOMES KESSLER, KHA" set for corner in the north line of that tract of land described in Deed to the City of Dallas recorded in Volume 1463, Page 140 of said Deed Records; from said point a 5/8-inch iron rod found for the southeast corner of a tract of land described in Warranty Deed to James Thomas Calabria recorded in Volume 94012, Page 3489 of said Deed Records bears South 89°25'14" East, a distance of 109.50 feet;

**THENCE** North 89°25'14" West, along the said north line of the City of Dallas tract, a distance of 251.00 feet to a 1/2-inch iron rod found for corner in the east line of Lot 1, Block A/4689, Colorado Place Apartments, an addition to the City of Dallas according to the plat recorded in Volume 99037, Page 5 of said Deed Records;

**THENCE** North 0°33'14" West, along the said east line of Lot 1, a distance of 78.33 feet to a 3/8-inch iron rod found for corner in the said southeast line of Anniels Drive;

**THENCE** North 58°43'16" East, along the said southeast line of Anniels Drive, a distance of 113.23 feet to the **POINT OF BEGINNING** and containing 32,665 square feet or 0.7499 acres of land, more or less.

**SHARED ACCESS AREA EASEMENT STATEMENT**

This plat is approved by the Chief Engineer of the Department of Sustainable Development and Construction of the City of Dallas and accepted by the Owner, subject to the following conditions, which shall be binding upon the Owner, his heirs, grantees and assigns:

The shared access area as designated within the limits of this addition will be maintained by a homeowner's association and/or the individual lot owners of the lot or lots that are traversed by or adjacent to the shared access area. The City of Dallas will not be responsible for the maintenance and operation of the shared access area or for any damage to private property or person that results from the use or condition of the shared access area. In the event that the City of Dallas or Dallas Water Utilities does elect to repair paving in the shared access area after work on water or wastewater lines or for any other reason, the pavement repair will be to minimum standards set forth in the City of Dallas pavement cut and repair standards manual or its successor, and any special pavers or other surface treatments must be repaired or replaced by the homeowners association at its option.

Water main and wastewater 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 wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

Lloyd Denman, P.E., Chief Engineer of Department of Sustainable Development and Construction

**NOTES:**

- The purpose of this plat is to create 14 lots and 1 common from an unplatted tract of land.
- All structures are to be removed.
- Lot to lot drainage will not be allowed without City of Dallas Paving and Drainage section approval.
- The bearing system for this survey is based on the Texas Coordinate System of 1983, North Central Zone 4202.
- The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale and no projection.
- All lot corners are a 5/8" iron rod with plastic cap stamped "KHA" set, unless otherwise noted.
- No vehicular access is permitted to adjacent property outside the platted property from the shared access area except to a public or City Council approved private street.

**OWNER'S DEDICATION**

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That, **PACIFIC HOUSTON INVESTMENTS, LTD.** does hereby adopt this plat, designating the herein described property as **INTOWNHOMES KESSLER** an addition to the City of Dallas, Dallas County, Texas. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. An easement area at least 12 feet wide in the area labeled water and wastewater within the minimum 20-foot-wide shared access area is reserved exclusively for public water and wastewater below grade (surface access over the water and wastewater easements is permissible). The maintenance of paving on the utility and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems 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 or service required or ordinarily performed by that utility).

Notwithstanding the general easement language recited above, the shared access area easement shown on this plat may not be used in a manner inconsistent with the SHARED ACCESS AREA EASEMENT STATEMENT recited on this plat, which statement is hereby adopted and accepted.

Water main and wastewater 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 wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Dallas.

WITNESS, my hand at Dallas, Texas, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PACIFIC HOUSTON INVESTMENTS, LTD.**

BY: TEXAS INTOWNHOMES, LLC, its General Partner

By: \_\_\_\_\_  
Name, Title

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned, a Notary Public in and for the 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 purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

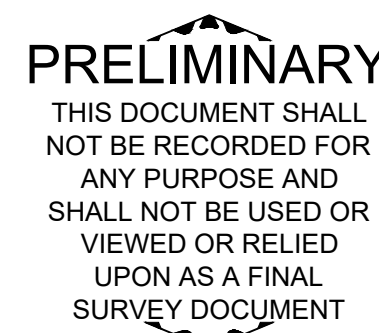
\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

**SURVEYOR'S STATEMENT**

I, Michael Cleo Billingsley, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and other reliable documentation; and that this plat substantially complies with the Rules and Regulations of the Texas Board of Professional Land Surveying, the City of Dallas Development Code (Ordinance no. 19455, as amended) , and Texas Local Government Code, Chapter 212. I further affirm that monumentation shown hereon was either found or placed in compliance with the City of Dallas Development Code, Sec. 51A-8.617 (a)(b)(c)(d) & (e); and that the digital drawing file accompanying this plat is a precise representation of this Signed Final Plat.

Dated this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Michael Cleo Billingsley  
Registered Professional Land Surveyor No. 6558  
Kimley-Horn and Associates, Inc.  
801 Cherry Street, Unit 11, Suite 1300  
Fort Worth, TX 76102  
Ph. 817-335-6511  
michael.billingsley@kimley-horn.com



STATE OF TEXAS §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Michael Cleo Billingsley 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 therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

PRELIMINARY PLAT  
INTOWNHOMES KESSLER  
LOTS 1-14 AND COMMON AREA "A",  
BLOCK A/4690  
A SHARED ACCESS DEVELOPMENT  
BEING 0.7499 ACRES SITUATED IN THE  
ANSON McCracken Survey, Abstract No. 868  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
CITY PLAN FILE NO. S190-058  
ENGINEERING NO. 311T-\_\_

**Kimley»Horn**

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|-------|----------|------------|------------|-------------|-----------|
| Scale | Drawn by | Checked by | Date       | Project No. | Sheet No. |
| N/A   | JBH      | MCB        | 11/22/2019 | 061289714   | 2 OF 2    |