

STATE OF TEXAS

COUNTY OF DALLAS

WHEREAS, ForneyFox Hollow II, LLC are the Owners of a tract of land situated in the Absalom Hyer Survey, Block No. 203, Forney Fox Hollow II, LLC, recorded in Volume 3823, Page 488, Official Public Records of Kaufman County, Texas and being more particularly described as follows:

BEGINNING at a 5.98' non od with legible cap found in the northwest 9/16-1/4 sec line of Farm to Market Road 548 (a variable width right-of-way), said point being the south corner of Lot 1, Block 1 of Forney Senior Living Addition, an addition to the City of Forney, Texas, as shown on the plat of said addition, called "Forney Senior Living Addition", Cabinet 2, Page 178 of the Map Records of Kaufman County, Texas and the east corner of said called ForneyFox Hollow II tract;

THENCE with the said northwest right-of-way line of Farm to Market Road 548, the following courses and distances:

South 44°10'09" West, a distance of 690.43 feet to a 5.98' non od with plastic "NYK" cap found for corner;

North 49°46'10" West, a distance of 16.40 feet to a 5.98' non od with plastic "NYK" cap found for corner;

South 44°10'09" West, a distance of 59.99 feet to a 5.98' non od with plastic "NYK" cap found for corner;

North 49°46'10" West, a distance of 29.26 feet to a 5.98' non od with plastic "NYK" cap found for corner in the northeast right-of-way line of Farm to Market Road 741 (a 90.00-foot wide right-of-way);

THENCE with the said northeast right-of-way line of Farm to Market Road 741, the following courses and distances:

North 49°46'10" East, a distance of 492.21 feet to a point for the beginning of a curve to the left, having a central angle of 119.98 degrees and a radius of 150.00 feet, the length of arc being 183.86 feet;

THENCE following the said curve to the left, an arc distance of 183.86 feet to a 5.98' non od with plastic "NYK" cap found for corner;

THENCE departing the said northeast right-of-way line of Farm to Market Road 741 and crossing said called ForneyFox Hollow II tract, the following courses and distances:

North 44°01'09" East, a distance of 688.11 feet to a 5.98' non od with plastic "NYK" cap found for corner;

South 45°58'51" East, a distance of 138.20 feet to a 5.98' non od with plastic "NYK" cap found for corner;

North 44°01'09" East, a distance of 333.32 feet to a 5.98' non od with plastic "NYK" cap found for corner in the southwest line of a tract of land described as "Tract 2 in Special Warranty Deed to CHG Senior Living RE of Forney, LLC recorded in Volume 5291, Page 70 of said Official Public Records;

THENCE with the said southwest line of called Tract 2 and the southwest line of said Lot 1, Block 1, South 49°59'11" East, a distance of 612.28 feet to the POINT OF BEGINNING and containing 10,240 acres of 720,000 square feet of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That ForneyFox Hollow II, LLC, acting through its duly authorized officers, does hereby adopt this preliminary plat of said plat of said tract of land, called "PRELIMINARY PLAT OF FOX HOLLOW RETAIL LOTS 1-7, BLOCK A, 7-NON RESIDENTIAL LOTS ABSALOM HYER SURVEY, CITY OF FORNEY, TEXAS" and the same shall be subject to the provisions and covenants of the plat and the plat shall be recorded in the public records of the County of Dallas, Texas, and all improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, and all easements shall be used for the purposes intended in the plat. No buildings, fences, trees, shrubs, or other improvements or growths, which may in any way endanger or interfere with the construction, maintenance, or efficiency of their easements shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their easements and agrees to or from their respective easements for the purpose of constructing, reconstructing, improving, painting, maintaining, reading, means, and adding to or removing all or parts of their respective systems without the necessity of any time or expense being allowed.

This plat adopted hereby constitutes and shall be the only contract upon the file here submitted, is adopted and shown thereon, and shall be subject to the provisions and covenants of the plat, and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, buildings, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their easements and agrees to or from their respective easements for the purpose of constructing, reconstructing, improving, painting, maintaining, reading, means, and adding to or removing all or parts of their respective systems without the necessity of any time or expense being allowed. The local law enforcement authority is hereby authorized to enforce such regulations within the time, manner, and to cause such file lines and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

The undersigned do warrant and agree that the access easement may be utilized by any person or the general public for fire department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Forney, Texas, its agents, employees, workers and representatives having ingress, egress, and egress in, along, upon and across said premises.

This plat approved subject to all planning ordinances, rules, regulations and resolutions of the City of Forney, Texas BY:

Witness, my hand, this _____ day of _____, 20_____

Authorized Signature of Owner _____

Printed Name and Title _____

COUNTY OF DALLAS

STATE OF TEXAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, 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 and considerations therein expressed.

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

Notary Public in and for the State of Texas _____

My Commission Expires On: _____

NOW ALL MEN BY THESE PRESENTS:

That J. Andy Basso, do hereby certify that I prepared this plat from an actual and accurate survey of the land plat that the plat is true and correct and that I have prepared this preliminary plat of said tract of land, called "PRELIMINARY PLAT OF FOX HOLLOW RETAIL LOTS 1-7, BLOCK A, 7-NON RESIDENTIAL LOTS ABSALOM HYER SURVEY, CITY OF FORNEY, TEXAS" and the same shall be subject to the provisions and covenants of the plat and the plat shall be recorded in the public records of the County of Dallas, Texas, and all improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, and all easements shall be used for the purposes intended in the plat. No buildings, fences, trees, shrubs, or other improvements or growths, which may in any way endanger or interfere with the construction, maintenance, or efficiency of their easements shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their easements and agrees to or from their respective easements for the purpose of constructing, reconstructing, improving, painting, maintaining, reading, means, and adding to or removing all or parts of their respective systems without the necessity of any time or expense being allowed.

PRELIMINARY

THIS DOCUMENT SHALL BE SUBJECT TO THE PROVISIONS AND COVENANTS OF ANY INSTRUMENT WHICH MAY BE RECORDED UPON AS A FINAL SURVEY DOCUMENT.

Signature of Registered Public Land Surveyor: _____

Registration No. 6199 _____

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared J. Andy Basso, 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 considerations therein expressed.

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

Notary Public in and for the State of Texas _____

My Commission Expires On: _____

Approved by the City of Forney for filing at the office of the County Clerk of Kaufman County, Texas.

APPROVED BY: Planning and Zoning Commission City of Forney, Texas

Signature of Chairman _____

Date _____

APPROVED BY: City Council City of Forney, Texas

Signature of Mayor _____

Date _____

ATTEST:

City Secretary _____

NOTICE: Being a portion of the addition by me and bounds is a violation of City ordinance and State law, and is subject to fines and withholding of titles and building permits.

The subdivided area is legally owned by the applicant.

PRELIMINARY PLAT
FOX HOLLOW RETAIL
LOTS 1-7, BLOCK A
7-NON RESIDENTIAL LOTS
ABSALOM HYER SURVEY,
CITY OF FORNEY,
KAUFMAN COUNTY, TEXAS

Kimley»Horn
13465 North Rock, New Colton, Georgia
Tulsa, Oklahoma 74133
Phone: (918) 770-1300
Fax: (918) 770-1300
Email: info@kimleyhorn.com
www.kimleyhorn.com

OWNER/APPLICANT: CHAS ASSOCIATES, INC.
2201 WEST ROYALLANE
DALLAS, TEXAS 75219
PHONE: (214) 343-7693
877-770-1300
CONTACT: JOE FRACCARO, P.E.
OWNER/APPLICANT: STEVE GREGORY
4143 MARBLE AVENUE #303
DALLAS, TEXAS 75219
PHONE: (214) 343-7693
877-770-1300
CONTACT: STEVE GREGORY

PLAT # _____