

CITY OF IRVING

STANDARD PLAT LANGUAGE FOR DEDICATIONS, CERTIFICATIONS, EASEMENTS AND APPROVAL

Revised February 26, 2015

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OWNER'S CERTIFICATE

STATE OF (X)
COUNTY OF (X)

WHEREAS _____ is the owner of a tract of land situated in _____, City of Irving, Dallas County, Texas in _____, Deed Records of Dallas County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at.....

SURVEYOR'S CERTIFICATION

STATE OF (X)
COUNTY OF (X)

THIS is to certify that I, _____, a Registered Professional Land Surveyor for the State of _____, have performed, for this plat, an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction or supervision.

(Surveyor Name)
Registered Professional Land Surveyor # _____

STATE OF (X)
COUNTY OF (X)

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day appeared personally _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he has executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

Notary Public in and for the State of _____

DEDICATION STATEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I, _____, do hereby adopt this plat as (Name of Plat) , an Addition to the City of Irving, Dallas County, Texas, and do hereby dedicate to the public use and benefit forever the streets and alleys shown thereon for all public purposes including but not limited to all street purposes and the right of the City of Irving and its assigns to lay, install, operate, repair, replace and remove and reconstruct any and all public utilities including but not limited to water lines, sanitary sewer lines, drainage and storm sewer lines and canals, gas lines, telephone poles and lines, electrical power lines and appurtenances. The right to establish grades on said dedicated streets and alleys is hereby granted to the City of Irving and all claims for damages which may arise by reason of changing the present surface of said streets to conform to said grades are hereby waived.

The easements shown on the plat are hereby granted and dedicated and reserved for the mutual use and accommodation of the City of Irving and all public utilities desiring to use or using the same for public sewer lines, drainage and storm sewer canals and lines, gas lines, telephone poles and lines, electrical power lines and appurtenances. All and any public utility and the City of Irving shall have the right to remove and keep removed all or part of any residence, building, fences, trees, shrubs or other improvements, growths or obstructions which may in any way endanger or interfere with the construction, maintenance, operation or efficiency of the respective utility in, on or under said easement strips. The City of Irving and all public utilities shall at all times have the full right of ingress and egress to and from and upon said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of the respective systems without the necessity at any time of procuring the permission of anyone.

I do further dedicate to the public use forever all parks, squares, parkways, and all other public uses and dedication shown on the face of this plat.

All lots in the subdivision shall be sold subject to the building lines shown on this plat, and the minimum building setback lines in all City of Irving Ordinances.

IN WITNESS THEREFORE, I have hereunto set my hand this the _____ day of _____, 20____.

(OWNER'S SIGNATURE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ (NAME OF OWNER) _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____, and that he executed the same as the act of such _____ 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 _____, 20____.

NOTARY PUBLIC IN AND FOR
DALLAS COUNTY, TEXAS

My Commission Expires: _____

STANDARD PLAT NOTES

1. Selling a portion of a tract, platted lot, or platted addition by metes and bounds without an approved subdivision or re-subdivision by the local city could be a violation of City Ordinance and State Law.
2. No concentration of surface flow greater than 10 c.f.s. shall be allowed to enter any street right-of-way or adjacent property.
3. Sight easement: Nothing at an elevation greater than the top of curb plus 2 feet allowed in area except single trunk trees pruned to a height of 7 feet. Trees are to be of such size and so spaced that a visual obstruction that represents a traffic hazard is not created. No parking allowed in this area.
4. All new utilities serving this development shall be installed underground.

AVIGATION RELEASE

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Irving, Dallas County, Texas, being more particularly described as _____, an addition to the City of Irving, Dallas County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Irving, Texas a municipal corporation, hereinafter called CITY, and Dallas/Fort Worth International Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purpose of this instrument as any contrivance now known or hereinafter invented, used or designed for navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. 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 that may be caused by the operation of aircraft 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; and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or the AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Dallas/Fort Worth International Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located in _____, an addition to the City of Irving, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Dallas County, Texas.

Executed this _____ day of _____, AD, 20__.

(Owner)

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 and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____, and that he executed the same as the act of such _____ for the purposes and consideration therein expressed, and in the capacity therein stated.

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

NOTARY PUBLIC IN AND FOR
DALLAS COUNTY, TEXAS

My Commission Expires: _____

COVENANTS AND RESTRICTIONS FOR MAINTENANCE OF PRIVATE IMPROVEMENTS

All of the property encompassed within this plat shall be held and shall be conveyed subject to the following covenants and restrictions for the maintenance of the private improvements shown hereon and designated as private, including but not limited to any private access or drainage easements.

1. The private improvements shown hereon shall be maintained by the owner or owners of any of the land within this subdivision. The owner or owners of any of the land within this subdivision shall not require or maintain a cause of action against the City of Irving, Texas to construct, reconstruct, maintain, resurface, patch or repair any private improvements in the private access or private drainage areas.
2. The maintenance of these private improvement areas shall include but not be limited to the construction, reconstruction, resurfacing, patching, repairing or preserving said areas in a condition suitable to accomplish their purpose. Any private access easements shall be maintained with a hard-paved surface which is suitable for the passage of motor vehicles, including governmental and utility service vehicles, and which is free of potholes. Any private drainage improvements shall be maintained free of weeds, silt and debris and suitable to prevent flood damage on this plat or upstream. Maintenance shall specifically include the assumption of responsibility to indemnify, defend and release and hold harmless the City of Irving and any other governmental entity from any claim for damages or lawsuit arising from the design construction or condition of the private improvements which the owners allow to exist, or for damages to the private improvements occasioned by the reasonable use of the private improvement by the governmental entity or public utility. Where public utility easements are dedicated in private improvement areas and all or part of the private improvements must be removed in the course of construction, reconstruction or maintenance of the public utilities by the City or public utility company, the repair or replacement of these private improvements within the public utility easement shall be the exclusive responsibility of the owners and not the City or the public utility.
3. Every owner of a lot shown hereon and the City of Irving, Texas, at its option, shall have the right to proceed in law and in equity to enforce compliance with and to enjoin violation of these covenants against any and all other owners of a lot or lots in this plat. Failure to promptly enforce any of the covenants or restrictions herein shall not bar their enforcement. In addition, any owner, or the City of Irving at its option, upon 30 day's written notice to the violating owner or owners and any lienholders of record, such notice being effective as to the owner or owners upon mailing to the owners as shown on the most recent tax roll used by the City of Irving or by actual notice and as to the lienholder by mailing to the lienholder at an address shown on the recorded document creating the lien or by actual notice, may perform any maintenance required by these covenants and restrictions and assess the costs of said maintenance against the owner or owners of any lot or lots in this subdivision and such cost shall be the personal obligation of the owner or owners failing to maintain their portion of the private improvements and shall be a lien against the property. The powers given by these covenants to the City of Irving shall be in addition to any powers the City may have pursuant to Article 1180, Texas Revised Civil Statutes.

4. These restrictions and covenants shall not impair or limit the owner or owners of the lots in this plat from establishing such additional and lawful covenants, restrictions and conditions as they may see fit, including but not limited to the establishment of an owners association, the organization of said association, the pro rata division of cost of maintenance among all of the owners herein and any other additional use, enforcement, expansion, organizational or duration provisions, provided that no additional covenants, restrictions and conditions shall in any way impair the City of Irving's rights under these restrictions and covenants shown on this plat or obligate the City of Irving in any way to the maintenance of the private improvement areas shown hereon, and provided further that should the additional covenants, restrictions or conditions expire, be amended or for any reason fail to provide for the maintenance of the private improvement areas, or should any nonpublic organization established or empowered by additional covenants, restrictions or easements fail to carry out the maintenance responsibilities as established by these covenants and restrictions, then the rights of the owners established herein to compel compliance shall be preserved.
5. These covenants and restrictions herein set forth shall run with the land and be binding on the owner, his successors and assigns and all parties claiming by, through and under him shall be taken to hold, agree and covenant with the owner and his successors in title, and with each of them, to conform to and observe all restrictions and covenants herein, and said covenants and restrictions shall survive any replatting of a part of this property. Upon replatting of all or part of this property, the City of Irving may require any lawful similar or additional restrictions and covenants as it may see fit. These covenants and restrictions shall terminate when all the private improvements shown on this plat are included within a replat of all or part of this property and no private improvements are shown on such replat.
6. The owner or owners hereby agree and recognize that the entire subdivision is benefited by permitting the City of Irving the option to enforce these covenants and restrictions and that the City of Irving benefits from the private improvements through the enhanced value of the property and further benefits by being able to enforce maintenance of these private improvements without incurring public expense and these facts constitute sufficient and valid consideration between the City of Irving and the owner or owners of the property shown on this plat.
7. Invalidation of any word, phrase, sentence, paragraph, covenant or restriction by Court judgment or otherwise, shall not affect the validity of the other covenants or restrictions.

PRIVATE DRAINAGE WAY EASEMENT

Private Drainage Way Easement: A Private Drainage Way Easement is granted to adjoining property owners as shown on this plat. The Drainage Way and Drainage System (if any) within this easement will remain open at all times and will be maintained by the individual owners of the lots traversed by the drainage course or system. No obstruction to the flow of storm water run-off shall be permitted by filling or construction of any type of dam, building, or other structure within the easement. Each property owner shall keep the drainage way and/or pipe clean and free of debris, silt, and substance and the City of Irving shall have the right of access for the purpose of inspection. The City of Irving will not be held liable for any damages of nature resulting from the occurrence of storm water run-off nor from the failure of any structure within the easement. These provisions shall be covenants running with the land.

Sight Easement Definition:

Nothing at an elevation greater than the top of curb plus two (2) feet allowed in area except single trunk trees pruned to a height of seven (7) feet. Trees are to be of such size and so spaced that a visual obstruction that represents a traffic hazard is not created. No parking allowed in area.

Signature Block for Minor Plat Approval

This minor plat is hereby approved in accordance with Section 35-10.4(a)(2) of The City of Irving Subdivision Ordinance.

Steven A. Reed, Director
Planning & Community Development Department
City of Irving, Texas

Date

Signature Block for Amending Plat Approval

This amended plat is hereby approved in accordance with Section 35-10.4(a)(1) of the Subdivision Ordinance of the City of Irving.

Steven A. Reed, Director
Planning & Community Development Department
City of Irving, Texas

Date

Signature Block for City Council Approval

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

I, Beth Van Duyne, Mayor of the City of Irving, Dallas County, Texas do hereby certify that the above plat and dedication was approved by the City Council of the City of Irving, Texas, for filing in the map or deed records of Dallas County, Teas on this _____ day of _____, 20__.

Beth Van Duyne, Mayor
City of Irving, Texas

ATTEST:

Shanae Jennings
City Secretary
City of Irving, Texas

Signature Block for Planning & Zoning Commission Approval

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

I, _____, Chairman, Planning and Zoning Commission, City of Irving, Dallas County, Texas, do hereby certify that the above plat and dedication was approved by the City of Irving, Texas, for filing in the map or deed records of Dallas County, Texas, on the _____ day of _____, 20__.

_____, Chairman
Planning and Zoning Commission
City of Irving, Texas

ATTEST:

Steven A. Reed, Director
Planning & Community Development Department
City of Irving, Texas