

DEPOSIT AGREEMENT FOR CITY EXPENSES INCURRED DURING GENERAL DEVELOPMENT PLAN REVIEW

This agreement ("Agreement") is entered into this, the _____ day of _____, 20___, by and between the City of Weston, Collin County, Texas ("City"), and _____ ("Applicant") (collectively herein referred to as "Parties")

WHEREAS, various ordinances adopted by the City Council authorize the City to charge fees to offset the cost of services.

WHEREAS, the Applicant owns or is the authorized agent of the owner of that certain property situated in the Collin County, Texas, fully described as **Exhibit A**, attached hereto and incorporated herein by reference ("the Property");

WHEREAS, the development review process includes review of all aspects of land use including, but not limited to annexation, subdivision, zoning development agreements, change of land use, site plan review, installation of public improvements, dedication of lands and the availability of and feasibility of providing utility services;

WHEREAS, the Applicant desires to develop the Property and has made application to the City for such;

WHEREAS, The City of Weston's Fee Schedule provides for certain development related fees;

WHEREAS, the Parties desire to memorialize their intent regarding the payment of said fees by the Applicant;

WHEREAS, the Parties hereto recognize that the City will continue to incur expenses through the entire development review process until final completion of the development including but not limited to: legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, planning fees, engineering fees, attorney fees, special constant fees, and fees for administrative time of City staff, security, permits and easements; and

WHEREAS, the City has customarily incurred significant expenses associated with ensuring an applicant's compliance with design and construction specifications for public improvements, such as roads, drainage improvements, and water and sanitary sewer improvements, and these expenses oftentimes exceed the land use fees paid by the applicant as part of the customary review processes.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING PREMISES AND OF THE MUTUAL PROMISES AND CONDITIONS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1 APPLICATION

For purposes of this Agreement, "Application" shall mean and include all documentation, data, and information submitted to the City in order to seek or obtain approval of development of or land use approval for the Property, including but not limited to site plans, engineering and surveying documentation, engineering and other professional reports and studies, and any construction documentation required to authorize the construction of public or other improvements within the Property. The Parties acknowledge that Applicant has paid the deposits required in the City's Fee Schedule. No exception shall be allowed; neither City Officials nor employees of the City of Weston or the like shall extend credit.

SECTION 2 PAYMENT

Applicant shall pay all invoices submitted by the City within ten (10) days of the City's delivery of such invoice. Failure by the Applicant to pay any invoice within the specified time shall be cause for the City to cease processing the Application, deny approval of the Application, withhold the issuance of building permits or Certificates of Occupancy and force the City to exercise such rights and remedies as otherwise available to it in law or equity or under the applicable provisions of the Local Government Code.

SECTION 3 TERMINATION

Except where the law of an agreement with the City provides otherwise, the Applicant may terminate its application at any time by giving written notice to the City. The City shall take all reasonable steps necessary to terminate the

accrual of costs to the Applicant and file such notices as are required by the City's regulations. The Applicant shall be liable for all costs incurred by the City in terminating the processing of the Application.

**SECTION 4
FAILURE TO MAKE PAYMENT**

If the Applicant fails to pay the fees and costs required herein when due, the City may take those steps necessary and authorized by law to collect the fees and costs due. The City shall be entitled to recover from the Applicant all court costs and attorneys' fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.

**SECTION 5
ACCOUNTABILITY**

The City will account for all funds expended and fees and expenses incurred by the City as a result of the development review of the Application throughout the development process. The City will make statements of expenses incurred available to the Applicant. Expenses to be charged to the Applicant's account shall include, but shall not be limited to legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, planning fees, engineering fees, attorney fees, special consultant fees, fees for administrative time of City staff, security, permits and easements. Within sixty (60) days after the completion of the processing of the application by the City, the City will provide the Applicant with a statement of account and will refund to the Applicant any funds paid by the Applicant that were not expended by the City, except where the Parties expressly agree to the contrary.

**SECTION 6
OBLIGATION**

Applicant's obligation to pay the costs and expenses provided for in this Agreement shall exist and continue independent of whether the Application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the City or the Applicant prior to a final decision in the process. The City shall not be stopped or otherwise limited or precluded from denial or conditional approval of the Application by the terms, conditions, or obligations of this Agreement.

OWNER AUTHORIZED AGENT

PRINTED

SIGNATURE

STATE OF TEXAS §
 §
COUNTY OF _____ §

WESTON
T E X A S

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and that he is authorized by said to execute the foregoing instrument 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 the State of Texas

Type or Print Notary's Name

My Commission Expires:

CITY OF WESTON

PRINTED

SIGNATURE

STATE OF TEXAS

§
§
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COUNTY OF COLLIN

BEFORE ME, the undersigned authority in and for Collin County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and that she is authorized by said to execute the foregoing instrument 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 the State of Texas

Type or Print Notary's Name

My Commission Expires:

WESTON
T E X A S

Oldest City in Collin County