

ORDINANCE NO. 98-09-04

AN ORDINANCE OF THE CITY OF WESTON, COLLIN COUNTY, TEXAS, ADOPTING DEVELOPMENT REGULATIONS, PROVIDING FOR DEFINITIONS, PROCEDURES FOR PRELIMINARY AND FINAL PLATS, DEVELOPMENT REQUIREMENTS, IMPROVEMENT STANDARDS, FILING FEES, MAINTENANCE BOND AND APPLICATION TO THE EXTRATERRITORIAL JURISDICTION; PROVIDING FOR FINES FOR VIOLATIONS OF REGULATIONS NOT TO EXCEED \$2,000.00 FOR EACH VIOLATION; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND PUBLICATION.

WHEREAS, notice of a public hearing on the proposed Subdivision Regulations was published in accordance with the Texas Local Government Code;

WHEREAS, a public hearing was conducted to allow all interested parties to comment for or against the provisions contained in the proposed Subdivision Regulations;

WHEREAS, the City Council finds that the regulations adopted herein meet the requirements of Chapter 212 of the Texas Local Government Code for the protection of the citizens of Weston.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESTON, COLLIN COUNTY, TEXAS:

SECTION 1. ADOPTION. The Development Regulations attached hereto and included herein for all purposes, is hereby adopted by the Weston City Council.

SECTION 2. CONFLICTS. All ordinances and provisions of the City of Weston, Texas, that are in conflict with this Ordinance shall be and the same are hereby repealed, and all ordinances and provisions of ordinances of said City not so repealed are hereby retained in full force and effect.


SECTION 3. SEVERABILITY. It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be deemed

severable and, should any such paragraph, sentence, subdivision, clause, phrase, or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of this Ordinance left standing.

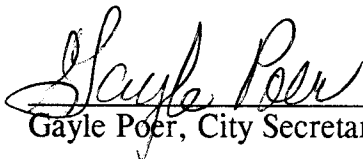
SECTION 4. PUBLICATION. In accordance with Section 52.011 of the Local Government Code, the caption of this Ordinance shall be published in every issue of the official newspaper of the City for a period of ten (10) days but not more than twice during the said ten (10) day period.

DULY APPROVED AND PASSED by the City Council of the City of Weston, Collin County, Texas, this 8th day of September, 1998.

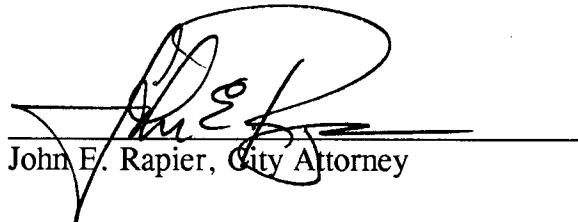
CITY OF WESTON

by: 
Kenneth Cowan, Mayor

ATTEST:


Gayle Poer, City Secretary

APPROVED AS TO FORM:


John E. Rapier, City Attorney

THE CITY OF WESTON
DEVELOPMENT REGULATIONS
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THE CITY OF WESTON
DEVELOPMENT REGULATIONS

ARTICLE 1. GENERAL PROVISIONS

Section 1.1 Short Title and Jurisdiction.

The regulations contained herein shall be known as, and may be cited as, "The City of Weston Development Regulations" and shall apply to any proposed development of land located within the corporate limits of the City of Weston or within the E.T.J. of the City of Weston.

Section 1.2 General Purpose and Intent.

The purpose and intent of the regulations contained herein are to provide for an orderly process by which any tract of land within the corporate limits or the E.T.J. of the City of Weston may be divided into two or more tracts, replatted, or converted into a building site. The controls set forth herein are designed to provide for the safe and healthful development of land and to ensure a pattern and quality of land development.

ARTICLE 2. DEFINITIONS

Section 2.1 Definitions.

Nothing contained in these definitions shall be considered as limitations to or repeal of the definitions set forth in the building and fire codes adopted by the City.

- A. *Administrative Officers* are every officer referred to by title, i.e., City Attorney, City Secretary, Building Official, City Engineer, and shall be the person so retained in this position by the City or his duly authorized representative.
- B. *Alley* shall mean a public space or thoroughfare which may afford secondary means of access to property abutting thereon.
- C. *Area of a Lot* shall be the net area of the lot and shall not include portions of streets, bodies of water, drainage easements, alleys and land designated as the 100 year floodplain.

- D. *Bar Ditch* the recessed area running alongside a roadway performing the function of transporting surface drainage.
- E. *Building Line* shall be a line beyond which buildings must be set back from the street or road right-of-way line or property line.
- F. *City Council* shall mean the duly elected governing body of the City of Weston, Texas.
- G. *Commission or Planning and Zoning Commission* shall be the official City Planning and Zoning Commission of the City of Weston as appointed by the City Council. The Commission is charged with the responsibility of reviewing for approval all developments, preliminary plans, final plats, site plans and associated construction drawings in the City of Weston.
- H. *Collector Street* shall be a street which is continuous through several residential or other districts and is intended as a connecting street between such districts and thoroughfares, highways, or business districts.
- I. *Commercial Street* shall denote any street situated so that fifty (50) percent or more of the property abutting it is zoned for other than residential development.
- J. *Commercial Tract* shall mean any tract containing any type of land-use except for single-family detached residential. (Requirements and standards for religious and educational land-uses shall be the same as the character of the predominant surrounding land-use.)
- K. *Construction Plan* shall mean plans prepared by a registered engineer, defining roadways, water drainage and/or sewage facilities.
- L. *County or the County* shall mean Collin County, Texas.
- M. *Cul-De-Sac* shall mean a short residential street having but one vehicular access to another street and terminated by a vehicular turn-around.
- N. *Dead-End Street* shall mean a street, other than a cul-de-sac, with only one outlet.
- O. *Developments* shall mean any division of any lot, tract or parcel of land into two (2) or more lots for the purpose, whether immediate or future, of sale, building or development. It also includes re-development or replatting of land, lots, or tracts.

- P. *Easement* shall mean an area for restricted use on private property upon which 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 systems within said area. Any public utility shall at all times have the right of ingress and egress to and from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective systems without the necessity, at any time, of procuring the permission of anyone.
- Q. *Emergency Access Easement* shall mean a private street, alley or paved place dedicated to the public for the purpose of providing access to adjacent structures by emergency vehicles such as fire equipment, police or ambulances, the boundaries of which are continuously and permanently marked.
- R. *Engineer*, whenever used without a prefix, shall refer to a registered professional engineer.
- S. *E.T.J.* means extra territorial jurisdiction, as defined in Section 42.021 of the Texas Local Government Code.
- T. *Final Plat* shall refer to a map or drawing and contain all surveying and legal data, dedications and certificates necessary to the recording of same in the plat records of the County.
- U. *Lot* shall mean land occupied or to be occupied by a building and/or accessory building and including such open spaces as are required by ordinances of the City of Weston and having its principal frontage on a public street or officially approved place.
- V. *Lot of record* shall mean a lot which is part of a development, the plat of which has been recorded with the County Clerk, Collin County; or a parcel of land, the deed for which was recorded with the County Clerk, Collin County.
- W. *May*, wherever used, will be interpreted as "optional."
- X. *Mayor* shall mean the duly elected presiding officer of the City Council of the City of Weston.
- Y. *Open Space* shall mean that part of any lot or tract that is used for recreational purposes, both passive and active, but not including areas used for parking or maneuvering of vehicles, or drives or approaches to and from parking areas.

- Z. *Preliminary Plan* shall be maps and/or drawings which show the subdivider's proposed arrangement of streets, lots, easements and other public spaces and facilities in the development, as well as drainage, septic/sewer plans, percolation test sites and utilities which are intended for review and study by the City, and not for recording.
- AA. *Replattings* shall be the re-development or re-designing of any part or all of any lot(s) or block(s) of a previously platted development, addition, lot, or tract.
- BB. *Residential Street* shall be a street which is intended primarily to service a neighborhood or limited residential district which is geometrically designed to discourage high speeds and through traffic.
- CC. *Residential Tract* shall mean any tract of land developed for the primary use by single-family detached residential structures.
- DD. *Re-development* shall mean the division of any existing development, whether platted or unplatted, or any change in lot size therein, or the relocation of any street lines or rights-of-way.
- EE. *Sanitary Sewer* shall refer to a pipe or conduit for water-carried wastes from residences, business buildings, institutions and industrial establishments, and to which storm, surface, and ground water are not normally admitted, and which is a part of the public sewage collection system.
- FF. *Service Line* shall refer to a water or sewer pipe running from the water or sewer main to the property to which water or sewer service is given.
- GG. *Sewer or Sewer Main* used without any prefix shall refer to a sanitary sewer (excluding service lines).
- HH. *Shall*, wherever used, will be interpreted in its mandatory sense.
- II. *Site Plan* shall mean a scale drawing of any site for which a building permit is sought. The plan shall include but is not limited to the following: locations of all existing and proposed structures, utilities, parking areas, fences, barriers, roads, driveways, and landscaping. The site plan also includes data to demonstrate compliance with all setback requirements, area coverage ratios, and site development regulations.
- JJ. *Storm Sewer or Storm Drain* shall refer to a pipe, conduit, or channel which carries storm and surface water and drainage, but excludes domestic sewage and industrial wastes.

- KK. *Street* means an area for vehicular traffic whether designated a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place, or however otherwise designated.
- LL. *Street Right-of-Way Width* shall be the shortest distance between the lines which delineate the rights-of-way of a street.
- MM. *Subdivider or Developer* shall mean an individual, firm, association, syndicate, partnership, corporation, joint venture, or other organization which divides or proposes to divide land or make improvements to such land, so as to effect a development of land hereunder for himself, or for itself, or for another.
- NN. *Surveyor* shall mean a Licensed Land Surveyor or a Registered Public Surveyor, as authorized by the State of Texas to practice the profession of surveying.
- OO. *Thoroughfare* shall be a principal traffic thoroughfare more or less continuous across the City of Weston which is intended to connect remote parts of the City, or areas adjacent thereto, and act as a principal connecting street with state and interstate highways, as shown in the Weston Thoroughfare Plan.
- PP. *Utilities* shall include public water systems, member owned water supply corporations, sewer mains and drainage facilities, including drainage areas, location of lines, inlets, culverts, bridges, and calculated run-off and points of concentration, and gas, electricity, cable television and telephone systems.
- QQ. *Utility Easement* shall mean an interest in land granted to the public generally, in order that the City or a private utility corporation, may install or maintain utilities across, over, or under such easements, together with the right to enter thereon with machinery, vehicles, and personnel necessary for the maintenance of said utilities.
- RR. *Zoning Ordinance* shall mean the City of Weston Comprehensive Zoning Ordinance as adopted by the City Council, and as it may be amended from time to time.

ARTICLE 3. PROCEDURE

Any owner or developer of any lot, tract, or parcel of land located within the corporate limits of the City or within its E.T.J. who desires to subdivide or develop any such land shall conform to the following procedures:

Section 3.1 Filing and Time for Action.

The subdivider shall prepare and submit to the Planning and Zoning Commission a Preliminary Plan in accordance with the regulations of this ordinance for its review and recommendations. The Planning and Zoning Commission shall take action on the Preliminary Plan within thirty (30) days of the time the plan was properly filed, in accordance with the conditions set forth in Section 4.1. The Preliminary Plan shall then be submitted to the City Council for final action. The City Council shall act on the Preliminary Plan within thirty (30) days of the action taken by the Planning and Zoning Commission.

Section 3.2 Review of Plan.

When a Preliminary Plan is filed with the City for review and approval, a copy shall be forwarded to each utility serving the area to be platted, as applicable and any cable television companies serving the City at the time. Each of the utilities named above shall perform a preliminary review of the Preliminary Plan. If the City determines that the Preliminary Plan, as submitted, is substantially incomplete and requires a significant revision by the developer's engineer, the incomplete plan will be returned to the developer's engineer, requesting that it be revised before resubmission.

Section 3.3 Time for Preparing Final Plat.

After approval of the Preliminary Plan by the City Council, and within one hundred and eighty (180) days after such approval, the subdivider may prepare a Final Plat of all or a portion of the land included in the Preliminary Plan for submission to and consideration by the Planning and Zoning Commission for final recommendations.

Section 3.4 When Final Plat is considered by the City Council.

Upon final action on any such Final Plat by the Planning and Zoning Commission, the same shall be referred to the City Council, and the City Council shall at its next succeeding meeting, consider such Final Plat for acceptance of the dedications to the public therein set forth, provided that the plat shall in all things fully comply with the terms and provisions of this Ordinance. City Council shall act on the Final Plat within thirty (30) days from the date such plat was approved by the Commission.

In lieu of separate plats, a combination preliminary plan and final plat may be filed with the City Secretary should the applicant feel the action is justified because of the proposed development's simplicity. The Planning and Zoning Commission has the authority to either accept such combination plat for study or require separate Preliminary Plans and Final Plats.

Section 3.5**Replat.**

Replating all or part of a previously platted development lot or tract shall require a new plat showing all of the applicable data required on a preliminary and final development plat. Replats are at the discretion of the Planning and Zoning Commission and may only occur if no drainage changes, roads or utilities are involved.

Section 3.6**Construction After Final Plat is Approved.**

- A. The Subdivider shall include in the conditions of sale for each lot within the development a notice to the purchaser that no building permit shall be issued for any residence constructed therein unless and until the City has approved and accepted the development for development.
- B. In situations where a portion of the development is a functional unit, the developer may show the development in phases. After a phase is complete, the City may, at it's option, release that phase for building permits.
- C. All proposed and required improvements shall be constructed at the Subdivider's expense.

ARTICLE 4. PRELIMINARY PLAN**Section 4.1****General Requirements.**

An application in writing for the approval of the Preliminary Plan, together with ten (10) prints, shall be filed with the City Secretary at least fifteen (15) consecutive calendar days before the meeting of the Planning and Zoning Commission at which the plan is to be considered. No plan will be considered filed by the City until the prescribed filing fees have been paid. In addition, tax certificates (indicating that all taxes on the land being subdivided have been paid to the current year) and the properly executed E.T.J. affidavit are required.

Section 4.2**Existing Features.**

The plan shall be drawn to a scale of one hundred feet to the inch (1" = 100'). The information to be included and the procedure for submittal are as follows:

- A. Development boundary lines, indicated by heavy lines, and the computed acreage of the development shall be noted. (The development boundary shall be

construed to include the part of adjacent boundary streets which were previously established by dedication or purchase from the tract being subdivided);

- B. The widths and names of all existing or platted streets or other public rights-of-ways or easements within or adjacent to the tract, shall be located together with any existing permanent buildings, railroads, and other important features, such as abstract lines, political subdivisions or corporation lines, and school district boundaries;
- C. Existing sewer mains, water mains, drainage culverts, or other underground structures within the tract and within at least two hundred feet (200') of the tract, with pipe sizes and grades;
- D. Contours with intervals of two feet (2') or less, with references to mean sea level datum;
- E. The names of adjacent developments and/or the names of record owners of adjoining parcels of unsubdivided land. (If there is no adjacent development, a map on a small scale shall be included with the Preliminary Plan, and oriented to show the nearest development in each direction, together with a plan of how the streets, alleys, or highways in the development submitted may connect with those in any development within 2,000 feet of the proposed development;
- F. Permanent structures and uses within the development, including location of houses, barns, walls, wells, tanks, and other significant features;
- G. The exact location, dimension, description, and flow line of existing drainage structures and the locations, flow line and the 100 year FEMA flood plain of existing water courses within the development;
- H. Utilities on the tract with a location of line sizes, including the identification of transmission lines; and
- I. Any other conditions adjacent to the tract affecting the design of the development including such information as may be available from field observation, aerial photographs and available maps.

Section 4.3 New Features.

- A. The proposed name of the development;
- B. North point, scale, date, and approximate acreage of the proposed development;

- C. The names, addresses and phone numbers of the subdivider and of the engineer, surveyor, or planner;
- D. The tract designation and other description according to the real estate records of the City, County, or Central Appraisal District; also, designation of the proposed uses of land within the development;
- E. Any site within a development of land that is created and intended for the exclusive use and benefit of the development residents shall be specifically dedicated as a part of the final plat. However such site may serve an area or need larger than that of the development, such as lakes, parks, playing fields, or riding trails. The subdivider shall declare in writing the terms acceptable to him for the utilization of the site, or portion thereof, by the public. Each declaration of terms shall be filed with the City Secretary concurrent with presentation of the Final Plat and a copy of these conditions shall be attached to the Final Plat;
- F. The layout, names, and widths of proposed streets, alleys, and easements;
- G. The layout, numbers, set-back lines, and dimensions of proposed lots, bar ditches, drainage easements, drainage culverts, blocks, parks, etc.;
- H. Legal description of the property to be subdivided, and metes and bounds description of the development perimeter;
- I. Primary control points or descriptions, and ties to such control points to which all dimensions, angles, bearings, block numbers and similar data shall be referred;
- J. Location of City limits, lines, the outer border of the E.T.J., and zoning district boundaries, if they traverse the development, or form part of the boundary of the development, or are contiguous to such boundary;
- K. Any proposed changes in topography shown by contour lines on a basis of five (5) feet vertical interval in terrain with a slope of two percent (2%) or more, and on a basis of two (2) feet vertical interval in terrain with a slope of less than five percent (5%) (public agency source of datum shall be specific on the plan);
- L. Data specifying the gross area of the development (excluding bodies of water and drainage easements), the proposed number of lots and area thereof, and the approximate area in non-residential use;
- M. Proposed zoning and boundaries of new zoning districts;

- N. Front building set-back lines on all lots and tracts together with side yard building set-back lines at street intersections and crosswalks; and
- O. A copy of all existing and proposed protective covenants regulating the use of the land or the development standards (i.e. deed restrictions) shall be submitted with the Preliminary Plan.
- P. The angle of intersections of the centerlines of all intersecting streets.
- Q. A copy of the USDA Soil Study Map covering the area of the proposed development and the immediate surrounding area.

Section 4.4 Utilities and Drainage Plan(s).

- A. All approved utilities must be provided for any development. Gas must be provided if available. Each lot within a development must be provided with utilities. All utilities must be underground. All utilities must conform to the minimum standards as required by the public utility including any line extensions policies. Electrical service should include any required transformers. Evidence of preliminary approval by the Public Utilities must be submitted with the Preliminary Plan. Additionally, it should be understood that all fees and costs associated with the installation will be at the developer's expense and no building permits will be issued until satisfactory proof is provided that all fees, including but not limited to, pro rata fees, capital improvement fees, construction fees, impact fees, water meter set fees, transformer fees, or other normal fees have been paid as required. The only fee that is not required to be paid by the developer is any membership fee.
- B. The site plan shall also include the proposed location of all underground utilities including electric, gas (if available), water, cable and telephone lines.
- C. All utility lines must run the entire length of all easements, street lengths and or property boundaries.
- D. A master drainage plan (based on a 100 year design storm) showing drainage areas, calculations of runoff, flow routes, preliminary structure sizes, points of discharge and any off-site drainage easements.

Section 4.5 Location Map.

A location map of the proposed development on a scale of one inch to one thousand feet (1" - 1,000') showing existing and proposed streets and thoroughfares covering an area at least one (1) mile outside the proposed development.

Section 4.6 Cross-Sections.

Typical cross-sections of proposed streets showing the width of pavement, type of pavement, and location and width of sidewalks, if required. Street cross-sections shall conform to the City's Engineering Standards as shown in Exhibit "A."

Section 4.7 Approval Block.

The following notice shall be placed on the face of each Preliminary Plan by the Subdivider.

"Preliminary Plan For Review Purposes Only"

The following certificates shall be placed on the Preliminary Plan by the Subdivider.

"Recommended For Approval

Chairman, Planning and Zoning Commission	Date"
City of Weston, Texas	

"Approved For Preparation of Final Plat

Mayor, City of Weston, Texas	Date"
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Section 4.8 Approval.

The approval of the Preliminary Plan by the City Council shall be effective for a period of one hundred eighty (180) days after the approval date, unless reviewed by the City Council in the light of new information, which would necessitate the revision of the Preliminary Plan, such revision being subject to the same procedures as the original Preliminary Plan. If a Final Plat for the development, or a portion thereof, has not been submitted, or if a change in requirements has not occurred which would affect the Preliminary Plan at the end of the one hundred eighty (180) days after approval, then the Preliminary Plan is null and void, unless the

Subdivider has, in writing, requested and received an extension of time to prepare and file a Final Plat. Only one extension will be granted and the extension time shall not exceed one hundred and eighty (180) days.

The final submission must comply substantially with the Preliminary Plan in order to be approved.

Section 4.9 Disapproval.

If the proposed plan of development as shown by said Preliminary Plan is disapproved, the application shall be returned to the owner within fifteen (15) days after disapproval, together with a written statement of the reasons for such disapproval. Such disapproval shall be final unless appealed by the owner or developer to the City Council within fifteen days (15) from the date of the disapproval and if the Council determines that the proposed plan should be approved, then it shall approve the Preliminary Plan in accordance with the provisions of Section 4.8 above.

Section 4.10 Appeals.

Any applicant for the subdividing who is aggrieved by the finding or action of the City staff shall have the right to appeal to the Board of Adjustments within fifteen (15) days after the date of such finding or action, and not thereafter.

When an action or decision by the Board of Adjustments or City Council is found unsatisfactory to the applicant, the applicant shall have the right of appeal to a court of competent jurisdiction within thirty (30) days after the date of a decision, and not thereafter.

ARTICLE 5. FINAL PLAT

Section 5.1 General Requirements.

- A. After approval of the Preliminary Plan and utility/drainage plans by the Planning and Zoning Commission and City Council, a Final Plat and construction plans prepared by an engineer and surveyor bearing appropriate seals, shall be submitted to the Planning and Zoning Commission.
- B. Ten (10) direct prints and one (1) mylar of the Final Plat and construction plans shall be executed and filed with the City Secretary at least fifteen (15) consecutive calendar days prior to the meeting of the Planning and Zoning Commission at which action is requested. The Planning and Zoning

Commission and the City Council shall act on the final plat within thirty (30) days from the date such plat was filed with each body for their approval. No plat will be considered submitted until the prescribed filing fees have been paid. The Final Plat may constitute all or only a portion of the approved Preliminary Plan, but any portion thereof shall conform to all of the requirements of these regulations. If final plats are submitted for approval for portions or sections of the proposed development, each portion or section shall carry the name of the entire development but shall bear a distinguishing letter, number, or subtitle. Block letters shall run consecutively throughout the entire development, even though such development might be finally approved in sections.

- C. The Planning and Zoning Commission will either recommend approval or disapproval of the Final Plat and forward the Final Plat with their recommendation to the City Council. Any action taken by the City Council shall be final, regardless of the previous action by the Planning and Zoning Commission.
- D. The Final Plat shall be drawn on sheets measuring twenty-four inches (24") by thirty-six inches (36") and shall be drawn to a scale of one hundred feet to the inch (1" = 100'), unless prior approval for a different scale is obtained from the City Engineer.

Section 5.2 Final Plat Contents.

The final plat shall show or be accompanied by the following information.

- A. The boundary lines with accurate distances and bearings, a metes and bounds description of the boundary (error of closure shall not exceed one (1) in ten (10) thousand for unadjusted boundary and one (1) in fifty (50) thousand for the plat boundary), exact acreage to hundredths, and the exact location and width of all existing or recorded streets intersecting the boundary of the tract. One (1) copy of the traverse closure sheet shall be enclosed;
- B. True bearings and distances to the nearest established cross street lines, official monuments, or development corner, which shall be accurately described on the plat; Municipal, Township, county, or abstract lines shall be accurately tied to the lines of the development by distances and bearings;
- C. An accurate location of the development in reference to the deed records of the County which shall include the volume and page of the deed of the property to be subdivided;
- D. The exact layout including:

- i) Street and/or alley names;
 - ii) The length of all arcs, radii, internal angles, and points of curvature, length and bearing of the tangents;
 - iii) All easements for public services or utilities and any limitations of the easements; and
 - iv) All lot numbers and lines, with accurate dimensions in feet and hundredths and with bearings and angles to street and alley lines to the nearest second;
- E. The accurate location, material, and approximate size of all monuments and the accurate location, material, and size of all sight barrier fences where required to separate commercial and industrial areas from residential areas;
- F. The accurate outline description of all property which is offered for dedication for public use, such as parks, etc., with the purpose indicated thereon, and all property that may be reserved by deed covenant for the common use of the property owners in the development;
- G. Building set-back lines;
- H. Private restrictions;
- I. Name of the proposed development;
- J. Name and address of the subdivider, registered engineer and registered public surveyor;
- K. North point, scale, and date;
- L. A location map of the proposed development on a scale of one inch to one thousand feet (1" = 1,000') showing existing and proposed streets and thoroughfares covering an area at least one (1) mile outside the proposed development;
- M. Identification of each lot or site and block by number and letter;
- N. Exact acreage of each lot or site; and
- O. Reference to recorded development plats of adjoining platted land by record name, County Recorder's book and page numbers, and the names of owners of adjoining unsubdivided land together with deed references.

- P. Unless and until said Final Plat is approved in accordance herewith, the City reserves the right to refuse building permits and utilities until compliance is met.
- Q. The Final Plat shall be accompanied by one set of surveyor's closure notes for the boundary of the development and for each block thereof. The notes shall be referenced in the same manner as the plat. They shall be submitted in the form prescribed by, and for the approval of, the Planning and Zoning Commission and, when approved, the notes shall be recorded as a public document in the records of the City and the County.
- R. Certification of title and statement signed and acknowledged by the owner, and of all others having interest in the fee title of the development, dedicating streets, alleys, easements, parks and other spaces to public use, or when the subdivider has made provision acceptable to the City Council for perpetual maintenance thereof to the inhabitants of the development.
- S. Certification by a licensed land surveyor, registered in the State of Texas, to the effect that the plan represents a survey made by him or under his direct supervision and that all monuments shown thereon actually exist, and that their location, size, and material are correctly shown.
- T. A certificate of ownership in the form attached as EXHIBIT "B" - OWNER'S CERTIFICATE and dedication of all streets, alleys, easements, parks, or playgrounds to the public forever, signed and acknowledged before a Notary Public, by the owner and lien holder of the land.
- U. The following certificate on the plat, in a manner that will allow the filling in of the certificate by the proper parties.

"Recommended For Approval

 Chairman, Planning and Zoning Commission
 City of Weston, Texas

 Date"

"Approved and Accepted

 Mayor, City of Weston, Texas

 Date"

The undersigned, the City Secretary of the City of Weston, Texas, hereby certifies that the foregoing final plat of the _____ Development or

Addition to the City of Weston was submitted to the City Council on the _____ day of _____, 19___, and the Council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places, and water and sewer lines, as shown and set forth in and upon said plat, and said Council further authorized the Mayor to note the acceptance thereof by signing his/her name as hereinabove subscribed.

Witness my hand this _____ day of _____ A.D., 19___.

City Secretary
City of Weston, Texas"

- V. The subdivider shall pay to the City of Weston the current amount required by Collin County for filing the Final Plat, including the two (2) mylar and three (3) copies.
- W. The City Secretary shall file the same with the County Clerk of Collin County. One (1) of the recorded copies shall be returned to the subdivider.
- X. The approval of any Final Plat by the City of Weston does not constitute approval by the County for developments outside the corporate limits of the City. For developments outside the corporate limits, a Final Plat that was approved by Collin County must be submitted to the City prior to construction.

Section 5.3 Construction Requirements.

- A. Construction plans and profiles shall be drawn on sheets measuring twenty-four inches (24") by thirty-six inches (36"), shall be the same size as the Final Plat and shall include the following information:
 - i) A plan and profile of new and existing streets (including roadway ditches) with grades shown. Each sheet shall include north point, scale, date and bench mark description to sea level datum. Unless otherwise approved by the City, scales shall be one inch equals forty feet (1" = 40') horizontally and one inch equals five feet or six feet (1" = 5' or 6') vertically. Each plan shall show the seal and signature of the registered professional engineer who prepared the plans;

- ii) The cross-sections of proposed streets showing the width of roadways and type of pavement and location and width of sidewalk, if required;
- iii) A plan and profile of bar ditches including the proper sizing of all culverts for every driveway in the development.
- iv) A plan and profile of proposed sanitary sewers or septic systems (as appropriate), is required, with grades and pipe sizes indicated and showing locations of manholes, cleanouts, etc., and a plan of the proposed water distribution system showing pipe sizes and location of valves, fire hydrants, fittings, etc., proposed electrical distribution, proposed gas distribution (if applicable) and any cable television in conformance with the applicable criteria presented in EXHIBIT "A" - ENGINEERING STANDARDS. Unless otherwise approved by the City, scales shall be one inch equals one hundred feet (1" = 100') horizontally and one inch equals five or six feet (1" = 5' or 6') vertically. Each shall show the seal and signature of the registered professional engineer who prepared the plans. Each sheet shall include north point, scale, date, and bench mark description on the mean sea level datum;
- v) A plan and profile of the proposed storm sewers, showing hydraulic data and gradients, pipe grades and sizes, manholes, inlets, pipe connections, outlet structures, etc., in conformance with the applicable criteria as provided in EXHIBIT "A" - ENGINEERING STANDARDS. Unless otherwise approved by the City, scales shall be one inch equals forty feet (1" = 40') horizontally and one inch equals five feet or six feet (1" = 5' or 6') vertically. Each shall show the seal and signature of the registered professional engineer who prepared the plans. Each sheet shall include north point, scale, date, and bench mark description to sea level datum;

The drainage plans shall also show:

- a) All drainage calculated for a 100 year frequency storm, assuming total build out in the entire watershed according to land use plans of the City, County, and North Central Texas Council of Government (NCTCOG).
- b) All site drainage should be by sheet flow to a public right-of-way as much as possible or by providing drainage easements and facilities for any concentrated flows across adjacent lots. Concentration and direction of runoff toward adjacent tracts should be avoided when possible.

- c) A plan for erosion control prepared by a registered professional engineer in conformance with the National Pollution Discharge Elimination System (NPDES) Act.
 - d) Show plan and profile on existing roadway ditches at all discharge locations and proposed upgrading of off-site facilities to carry anticipated flows.
 - B. Exact location of each fire hydrant, for that zone, showing the required distance between the hydrants;
 - C. Restrictions to Occupancy:
 - i) If the development is not to be served immediately by a sewage collection system and a treatment plant installed by the developer (where required by zone), then a restriction prohibiting occupancy of any lot until such systems have been installed, inspected, and approved by the City Engineer or health officer having jurisdiction shall be required;
 - iii) Any special restrictions required by the Commission for the protection of public health or safety or to insure substantial enjoyment of property rights of present and prospective owners of property within or adjoining the development;
 - D. Certification by a registered engineer, to the effect that the plan represents services made by him or under his direct supervision.
 - E. The developer must supply documentation that all filing fees (including pro rata) have been paid to the utility companies for each lot in accordance with policy set forth in Exhibit "E" attached hereto.

ARTICLE 6. DEVELOPMENTAL REQUIREMENTS

Section 6.1 Streets.

- A. The arrangement, character, extent, width, grade, and location of all proposed streets shall conform to the Thoroughfare Plan of the City, if any, and shall be considered in relation to the existing and planned streets, topographical conditions, public convenience and safety, and proposed uses of the land to be served by such streets.

- B. Roads providing access to the proposed development, from designated thoroughfares will be upgraded, at the developer's expense, to meet city requirements, as described in the Zoning Ordinance or road standards, whichever is more restrictive.
- C. Where it is not shown in the Thoroughfare Plan of the City, if any, the arrangements of streets in a development shall:
 - i) Provide for the continuation or appropriate projection of existing principal streets in surrounding areas;
 - ii) Conform to a plan for the neighborhood approved or adopted by the City to meet a particular situation where topographical or other conditions make continuation of or conformance to an existing street impracticable; and
 - iii) Be aligned so that they will intersect, as nearly as possible, at right angles.
- D. Where a residential development abuts or contains a railroad right-of-way, or abuts a commercial land use, the City may require a street or road parallel to and on one or both sides of such right-of-way or commercial property.
- E. Residential streets shall be laid out so that their use by through traffic shall be discouraged.
- F. Street jogs with centerline offsets of less than one hundred twenty-five feet (125') shall be avoided.
- G. Street right-of-way widths shall conform to width standards specified in Exhibits "A-1" through "A-3."
- H. Cul-de-sacs in residential additions shall not be longer than one thousand, five hundred feet (1,500') from the nearest intersection. There shall be provided at the closed end a turnaround having an outside roadway diameter of at least ninety feet (90') and a street property line diameter of at least one hundred and thirty feet (130').
- I. All streets shall be paved, and the paving shall conform to EXHIBIT "A" - ENGINEERING STANDARDS of these regulations.
- J. Street grades shall be established regarding topography, proposed land-use, and the facilities in the area surrounding the land to be subdivided. An absolute

minimum grade of five tenths percent (0.50%) will be allowed on concrete streets unless approved by the City Engineer.

- K. In any proposed development which involves the construction or upgrading of any roadway to be dedicated to the City of Weston, the subdivider shall install, at their expense, street signs showing the name of each street at each intersection. The signs shall be of a type currently in use by the City of Weston and shall be installed as follows:
- i) mounted on a 2" or larger galvanized break-a-way pipe or other material approved by the City;
 - ii) the sign portion shall be secured to the post at least seven feet from the ground but not more than ten feet;
 - iii) each street name must correspond to those shown on the plat for that particular area. All signs called for must be in place before acceptance of the development and before filing of the final plat with the County. Any traffic control signs deemed necessary by the City will be installed at the developer's expense.
- L. For developments zoned R1.5, C, or MHD¹, as defined in the Zoning Ordinance, residential lots shall not face collector streets or thoroughfares and driveways shall not be permitted on thoroughfares.
- M. The Developer shall employ a registered professional engineer or a qualified laboratory testing agency to act as quality control agent for each project. The quality control agent shall be approved by the City. Such agent shall make tests necessary to insure that construction will be in accordance with the approved plans and specifications. Duties of the Agent will include, but will not be limited to, inspection, testing compaction, moisture content, and lime or cement application rate of the subgrade, inspection and testing Plasticity Index (PI) and lime or cement application rate of the foundation course, and testing application rates, thickness, density, and inspection of the installation of the roadway surface course. The City and Contractor will receive reports of all items and those not in compliance with the specifications shall have recommendations for corrective action. The City will have full authority to insure that the corrective action required will be made. The Developer will bear the cost of the quality control agent and the required testing. Samples and testing results shall be furnished to the City. Material testing shall meet the standards of NCTCOG for public works projects or the Texas Department of Highways and Public Transportation

¹ MHD means Manufactured Home District.

(TDHPT) requirements, Standard Specifications for Roads and Bridges Construction if the NCTCOG standards do not apply.

- N. Final acceptance will not relieve the Developer from responsibility for the thickness and strength of the concrete, which will be determined by means of taking cores from pavement. The coring of the pavement will be done within thirty (30) days from the completion of the pavement. The Developer will bear the expense of having the pavement cored.
- O. When the developer completes the construction of improvements in the development and has satisfactorily completed all necessary quality control tests and reports, and the final clean up performed, the Developer will notify the City for a "final review." Such review will be made within ten (10) days after notification. After the final review, if the work is found to be satisfactory, the Developer will be notified in writing of acceptance. If not satisfactory, the Developer will be notified in writing of the corrective action required for approval.
- P. The reservation in private ownership of strips of land at the end or alongside proposed or existing streets or roads and intended solely or primarily for the purpose of controlling access to property not included in the proposed development shall be prohibited.
- Q. Half streets shall be prohibited.
- R. Each lot must have frontage and access to a public road.

Section 6.2 Lots.

- A. All lots shall conform to the regulations as set forth by the City of Weston Zoning Ordinance.
- B. Each lot shall face onto a public street. Lots with street frontage at both front and rear shall be avoided, except when the lot backs onto a highway or thoroughfare.
- C. Side lines of lots shall be approximately at right angles to straight streets and radial to curved street lines.
- D. In developments where buildings are to be served by septic tanks, the size of lots shall be sufficiently large to accommodate adequate drainage fields and to meet the standards set forth by the City of Weston.

- E. Minimum lot sizes shall be exclusive of the land which is within the one hundred (100) year flood plain.
- F. A building line must be shown for each lot on the plat.

Section 6.3 Easements.

Easements for utility services shall be planned for underground installations inside a single family estate zoned development except where the City expressly approves otherwise for reasons of public convenience or necessity. Easements for utility construction, service and maintenance shall be provided according to the standards established in the Comprehensive Zoning Ordinance.

Section 6.4 Survey Monuments and Lot Markers.

Concrete monuments shall be placed in all corners of boundary lines in a development or at no more than fourteen hundred feet (1,400') intervals. These monuments will be installed before recording of the final plat. Intermediate property corners, curve points, and angle points of each lot in the development shall be marked by iron stakes of not less than one half inch ($\frac{1}{2}$ ") in diameter, not less than twenty-four inches (24") in length, driven flush with the ground or counter-sunk, if necessary, in order to avoid being disturbed. No utility construction shall be allowed until permanent lot pins are in place and any corners disturbed during construction shall be replaced prior to final acceptance of the development.

ARTICLE 7. IMPROVEMENTS

Section 7.1 Standard Specifications.

- A. All improvements proposed for any development shall be constructed in accordance with the current "Standard Specifications for Public Works Construction" published by the North Central Texas Council of Government's Construction Standards.
- B. All improvements, even in previously approved but still unimproved developments, shall conform to the City's current regulations and specifications for street, drainage, and utility construction.
- C. Before construction of any streets, drainage, or utilities in any properly platted development, a contract substantially in the form of Exhibit "D" to this

ordinance must be executed by the City, the developer and the general contractor and must contain the following provisions:

- i) A summary description of the improvements to be constructed and incorporated by reference of all specifications, plans, and plats as approved by the Mayor of the City of Weston or the City Council of the City of Weston where required;
 - ii) A statement of the total consideration to be paid for the work to be performed;
 - iii) A statement of the date that work to be performed will be completed;
 - iv) A statement sufficiently identifying the development involved; and
 - v) A section providing for the approval by the City of Weston, Texas on the face of each contract awarded.
- D. Six (6) direct prints and one (1) mylar set of plans and specifications for all utilities, paving, and drainage improvements, prepared by a registered professional engineer, shall be approved and retained by the City prior to any construction in the development.
- E. The approval of construction drawings by the designated City representative shall be effective for a period of one (1) year after the approval date, unless the subdivider has requested and received an extension of time. Construction drawings which have expired shall be resubmitted to the City for approval before any construction is begun. The design of the proposed improvements shall be based on the construction requirements which are in effect at the time of resubmittal.

Section 7.2 Street Lighting.

Street lights may be required at intersections, at the discretion of the City Engineer, based on plat density.

Section 7.3 Fire Hydrants.

Operational fire hydrants shall be located and installed within five hundred feet (500') of the primary structure on each lot.

Section 7.4

Record Drawings (As-Built Plans).

- A. Within thirty (30) days of acceptance of the development, the engineer for the developer shall submit to the City a complete set of reproducible drawings of the paving, drainage, water, and sanitary sewer improvements, if any, showing all changes made in the plans during construction and containing on each sheet a "record-drawing" stamp bearing the signature of the engineer and the date. In addition, a reproducible drawing of the utility plan sheets, containing the record-drawing information, shall be submitted to the City.
- B. No final acceptance of the development will be made by the City until the foregoing requirement has been made to the satisfaction of the City. It shall be the responsibility of the developer to furnish copies of the record-drawing plans to the appropriate State agencies.

ARTICLE 8. FILING FEES AND CHARGES

Section 8.1

Fee Structure.

The City shall determine the base fees and charges for plat review and inspection.

- A. A fee schedule shall be adopted by the City Council.
- B. Fees shall be charged on all plats (Preliminary and Final), regardless of the action taken by the Planning and Zoning Commission and whether the plat is approved or denied by the City Council.

Section 8.2

Procedure.

All fees or charges shall be paid in advance, and no action of the Planning and Zoning Commission or any other board or agency shall be valid until the fee or charge has been paid to the City.

ARTICLE 9. MAINTENANCE BOND

The developer shall furnish a good and sufficient maintenance bond in the amount of ten percent (10%) of the total cost or contract price of public improvements dedicated to the City, with a reputable and solvent corporate surety licensed to write insurance in the State of Texas, in favor of the City, to indemnify the City against any repairs which may become necessary to

any part of the construction work performed in connection with the development, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the entire project. Final acceptance will be withheld until said maintenance bond is furnished to the City. An example of a maintenance bond is shown in the Appendix EXHIBIT "C" - MAINTENANCE BOND.

ARTICLE 10. OTHER REQUIREMENTS

Section 10.1 Inspections.

- A. A letter of acceptance is required from the City before any job will be considered complete.
- B. No acceptance will be given on any work covered before the official representing the City has inspected the work.
- C. A minimum of two full working days advance notice must be given before the designated City Official is expected at the job site. Any work or improvements covered before inspections will be uncovered.

Section 10.2 Variance in Standards.

Where strict compliance with the requirements of these regulations would cause unnecessary hardship, or is not in the best interest of the City, because of topographical or other conditions peculiar to the site or an adjacent area, and in the opinion of the Board of Adjustments noncompliance therewith will not violate the intent of these regulations, the Board of Adjustments may approve a variance. All variances shall be approved in writing by the Board of Adjustments and the reason for which the variance was granted shall be stated therein.

Section 10.3 Buildings Within Proposed Major Street Extensions.

After the effective date of this ordinance, no permanent building or structure shall be erected within street lines of proposed extensions of major streets shown on a Street Plan or Thoroughfare Plan adopted as part of the ordinance of the City.

ARTICLE 11. PENALTY

Section 11.1 Violations.

- A. It shall be unlawful for any owner, or agent of any owner, to lay out, subdivide, or plat any land into lots and blocks with any easements or rights-of-way within the City of Weston or its E.T.J., or improve such property which has not been platted according to these regulations and the rules of the Planning and Zoning Commission.
- B. Any violation of any provision of this ordinance outside the corporate limits of the City of Weston shall not constitute a misdemeanor under this Chapter nor shall any fine provided for in this Article be applicable to a violation within such extraterritorial jurisdiction. However, the City may petition any court of competent jurisdiction for injunctive relief and damages as allowed by law.
- C. No officer or employee of the City of Weston shall perform, or cause to be performed, any work upon any streets or in any addition or development within the City of Weston, unless all requirements of these regulations have been complied with by the owner of the addition or development.
- D. The City of Weston declares its policy to be that it will withhold improvements of any nature whatsoever, including the maintenance of streets, issuance of building permits, or furnishing of sewage facilities and water or electrical service, if required, until the development plat has been approved by the City Council and filed with the Collin County Clerk. No improvements shall be

initiated nor any contracts executed until written approval has been obtained by the subdivider.

Section 11.2 Enforcement.

- A. The Weston Building Official or the city engineer shall be the enforcement officers to enforce the provisions hereof. The enforcement officer may call upon any department or official of the City to furnish him with such information and assistance as he may deem necessary for the observance or enforcement of this ordinance and it shall be the duty of such department or official to furnish such information and assistance whenever requested.

- B. Any person, firm or corporation who shall violate any of the provisions of these regulations or who shall fail to comply with any provision hereof shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed two thousand dollars (\$2,000), and each day that such violation continues shall constitute a separate offense and shall be punishable accordingly. In addition, the City reserves its rights to seek declaratory and injunctive relief, together with any other legal or equitable relief to which the City may be entitled in a court of competent jurisdiction, in order to enforce to the provisions of these regulations.

Section 11.3 Withholding of Permits.

- A. The City of Weston shall withhold all improvements and services of whatsoever nature, from all additions which have not been approved in accordance with the regulations contained herein.

- B. No building permit will be issued on property abutting any street in a development prior to the approval of street grades and street improvements by the City Engineer. Construction of the street improvements as required by the provisions of these regulations will not be necessary where the City Engineer has determined that such street improvements are not possible or practical at the time the street improvements are required to be constructed. In the event the City Engineer makes such a determination, a cost estimate for the construction of the required street improvement shall be prepared by the developer and reviewed by the City Engineer. The developer shall enter into an agreement with the City of Weston, in a form approved by the City of Weston, at the time of execution of the Final Plat, for the deposit of funds in accordance with the agreement. The terms and conditions under which construction shall be accomplished and a disposition of the escrow account shall be provided for in the agreement. The disposition of the escrow account and the completion of construction must be accomplished no later than two (2) years from the approval of the Final Plat.

Any additional funds required to fulfill this agreement shall be provided by the developer and the City of Weston shall be held harmless.

- i) No building permit will be issued on property in a development abutting a State of Texas roadway until compliance with this Section 11.3 B(i) has been met. The City Engineer shall make a determination whether the State of Texas will require participation in the cost of the improvements, and shall prepare a cost estimate for the required participation in the improvement of the State roadway.
 - ii) In the event participation in the cost of improvements is required, the developer shall enter into an agreement with the City of Weston, in a form approved by the City of Weston, to deposit funds equal to the required cost of participation, including the cost for curbs, gutters, parallel storm sewer systems, rights-of-way and utility adjustments.
 - iii) The developer shall then deposit funds in accordance with the agreement. The terms and conditions under which construction shall be accomplished and a disposition of the escrow account shall be provided for in the agreement.
- C. No building permit shall be issued by the Building Official of the City of Weston on any parcel of property other than an original or resubdivided lot in a duly approved and recorded development, except in accordance with the Zoning Ordinance applicable to the creation of a building lot or tract.

EXHIBIT "A"

ENGINEERING STANDARDS

The ^{McKinney}~~Engineering Standards, City of Plano, Texas~~ (the "Engineering Standards") as they may be amended from time to time by the City of McKinney are hereby adopted by the City of Weston to the extent they are applicable and consistent with the requirements of this Development Ordinance. Such Engineering Standards are hereby incorporated by reference and made a part hereof. Streets shall meet the specifications set forth on the drawings included herein as Exhibits A-1 through A-3.

EXHIBIT "B"

OWNER'S CERTIFICATE

EXAMPLE ONLY

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

WHEREAS, _____ are the owners of a tract of land situated in the _____ Survey, Abstract No. _____, Collin County, Texas and being out of a _____ acre tract conveyed to them by _____ and being more particularly described as follows:

(Enter legal description of property here.)

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That we, _____, Owners, do hereby adopt this plat designating the hereinabove described property as _____, an addition to the City of Weston and do hereby dedicate to the public use forever the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of _____ and all public utilities desiring to use or using same. 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 in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Weston, Texas.

WITNESS OUR HANDS this _____ day of _____, 19____.

Owner
Printed Name: _____

Owner
Printed Name: _____

work, then this bond shall have full force and effect, and the City shall have and recover from the said Contractor and the security pledged herein for damages suffered by the City, and it is further understood and agreed that this obligation shall be a continuing one against the Contractor and the security pledged herein and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligations herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said _____
("Contractor") has caused these presents to be executed by _____
("Surety") has caused these presents to be executed by its _____
("Attorney-in-Fact") and the said Attorney-in-Fact has hereunto set his hand this the ___ day
of _____, 19__.

SURETY

CONTRACTOR

By: _____
Attorney-in-Fact

ATTEST:

Secretary

By: _____
Surety

NOTE: (Date of Maintenance Bond must be after contracted work is completed.)

The Resident Agent of the Surety in Collin County, Texas, for delivery of notice and service is process is:

NAME: _____

ADDRESS: _____

EXHIBIT "D"

THREE WAY CONTRACTS

Enclosed are the development contracts, bonds, or the escrow agreement if used for *all* developments to obtain building permits in the City of Weston if any public improvements are involved. The attached ordinance describes how the process works.

Each item used as referenced below. All bonds shall include the power of attorney necessary.

1. Three-way contract -- 9 pages that the City, contractor and developer all sign. Developer may assume title of general contractor if he can be bonded for all bonds.
2. Performance Bond -- 2 pages to be completed by developer or contractor. 100% of value -- *public* improvements.
3. Payment Bond -- 2 pages and 3 pages. To be completed by same party as number 2. 100% of value -- *public* improvements.

If the total value of the public improvements is less than \$50,000, the enclosed escrow agreement may be *substituted* for the *performance* and *payment* bonds (100% of the value of the public improvements).

4. Maintenance bond (2 pages) to be completed by the contractor (10% of the value of public improvements).

Up to two contractors (utility and paving) may bond the improvements. Further divisions will not be processed.

No variations will be allowed from this method. Please use and read all items necessary. If you have questions after *carefully examining* all materials please call the Weston City Attorney at 972-_____.

(a) *Specifications.* To construct and install the Improvements in accordance with the procedures, specifications and standard contained in Division II and III of the City's *Standard Specifications for Public Works Construction, North Central Texas*, as amended, and all addendums thereto, and all other regulations, ordinances or specifications applicable to such Improvements, such specifications, standards, regulations and ordinances being expressly incorporated herein by reference and being made a part of the agreement as though written herein.

(b) *Authority of City Engineer, Inspections, Tests and Orders.* That all work on the Improvements shall be performed in a good and workmanlike manner and to the satisfaction of the City Engineer or his representative. The City Engineer shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, and the interpretation of specifications.

The Contractor shall furnish the City Engineer or his representative with every reasonable facility for ascertaining whether or not the work performed was in accordance with the specifications applicable thereto. Any work done or materials used without suitable inspection by the City may be ordered removed and replaced at Contractor's expense.

Upon failure of the Contractor to allow for inspection, to test materials furnished, to satisfactorily repair, remove or replace, if so directed, rejected, unauthorized or condemned work or materials, or to follow any other request or order of the City Engineer or his representative, the City Engineer shall notify the Owner of such failure and may suspend inspections of such work until such failure is remedied. If such failure is not remedied to the satisfaction of the City Engineer, the City shall have no obligation under this agreement to approve or accept the Improvements.

(c) *Insurance.* To provide for insurance in accordance with the insurance requirements applicable to contractors as provided for in Item 1.26 of Division I of the *Standard Specifications for Public Works Construction, North Central Texas*, as amended, the provisions of which are expressly incorporated herein by reference; provided, however, for purpose of this provision only, "Owner," as used therein, shall mean the City of Weston.

(d) *Means and Methods of Construction.* That the means and methods of construction shall be such as Contractor may choose; subject, however, to the City's right to reject any improvements for which the means or method of construction does not, in the judgment of the City Engineer, assure that the Improvements were constructed in accordance with City specifications.

2. *Mutual Covenants of Owner and Contractor.* Owner and Contractor mutually agree as follows:

(a) *Performance Bonds; Escrow Agreement.* That if building permits are to be issued for the development prior to completion and acceptance of all improvements that are to be

dedicated to the public, the following security requirements shall apply, unless the development is a "one lot development," as defined by City's Development Code:

- (i) a performance bond in an amount not less than the amount necessary to complete the improvements, as determined by the City Engineer, shall be submitted guaranteeing the full and faithful completion of the Improvements meeting the specifications of the City, shall be in favor of the City, and shall be executed by a surety company authorized to do business in the State of Texas; or,
- (ii) if the cost of completing the Improvements, at the time building permits are requested, is in an amount of \$50,000 or less, as determined by the City Engineer, cash money in the amount necessary to complete the Improvements, as determined by the City Engineer, may be deposited with a bank as escrow agent, pursuant to an escrow agreement insuring completion of the Improvements. Without exception, the City's escrow agreement form shall be used.

(b) *Payment Bond; Assurance of Payment.* That prior to acceptance of the Improvements:

- (i) a payment bond will be furnished in an amount not less than one hundred percent (100%) of the approximate total cost of the contract cost of the Improvements guaranteeing the full and proper protection of all claimants supplying labor and material for the construction of the Improvements, shall be in favor of the City, and shall be executed by an approved surety company authorized to do business in the State of Texas; or,
- (ii) if the total contract amount of all Improvements is \$50,000 or less, as determined by the City Engineer, or the Improvements, regardless of the contract amount, are for a "one lot development," as defined by City's Development Code, and a payment bond has not been submitted in accordance with (1) above, Owner and Contractor agree and guarantee that any and all debts due to any person, firm or corporation having furnished labor, material or both in the construction of the Improvements shall be fully paid and satisfied before acceptance of the Improvements by the City and that prior to acceptance of the Improvements, the Owner and Contractor shall furnish a written affidavit, in a form provided by the City Engineer, stating that all bids, charges, accounts or claims for labor performed and material furnished in connection with the construction of the Improvements have been paid in full and that there are no unreleased recorded liens filed against the Improvements, or land to which they are affixed, that are to be dedicated to the public.

That, upon the request of the City Engineer, Owner or Contractor shall furnish a complete list of all subcontractors who performed labor on, or supplied material for, the construction of the Improvements, and, when requested, written statement from any or each of such subcontractors or suppliers that they have been paid in full.

(c) *Retainage, Final Payments.* (This provision (c) applies only where the Owner and Contractor are not the same party.) That as security for the faithful completion of the Improvements, Contractor and Owner agree that the Owner shall retain ten percent of the total dollar amount of the contract price until after final approval or acceptance of the improvements by the City. The Owner shall thereafter pay the Contractor the retainage, only after Contractor has furnished to the Owner satisfactory evidence that all indebtedness connected with the work and all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for and used in performance of the work have been paid or otherwise satisfied.

(d) *Encumbrances.* That upon completion and approval or acceptance of the Improvements by the City, the improvements shall become the property of the City free and clear of all liens, claims, charges or encumbrances of any kind. If, after acceptance of the Improvements, any claim, lien, charge or encumbrance is made, or found to exist, against the Improvements, or land dedicated to the City, to which they are affixed, the Owner and Contractor shall upon notice by the City promptly cause such claim, lien, charge or encumbrance to be satisfied and released or promptly post a bond with the City in the amount of such claim, lien, charge or encumbrance, in favor of the City, to insure payment of such claim, lien, charge or encumbrance.

(e) *Maintenance Bond.* That prior to approval or acceptance of the Improvements by the City, to furnish a maintenance bond in form and substance acceptable to the City, in the amount of ten percent (10%) of the contract amount of the improvements, insuring the repair and replacement of all defects due to faulty material and workmanship that appear within one year from the date of acceptance. The bond shall be in favor of the City and shall be executed by an approved surety company authorized to do business in the State of Texas.

(f) *Indemnification.* To indemnify, defend and save harmless, the City, its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received as sustained by any person, persons or property on account of the operations of the Contractor, his agents, employees or subcontractors; or on account of any negligent act or fault of the Contractor, his agents, employees or subcontractors in construction of the improvements; and shall pay any judgment, with costs, which may be obtained against the City growing out of such injury or damage.

(g) *Agreement Controlling.* That the provision of this agreement shall control over any conflicting provision of any contract between the Owner and Contractor as to the construction of the Improvements.

3. *Occupancy, One Lot Developments.* Owner further agrees as follows:

(a) That Owner will not allow any purchasers, lessee, or other person to occupy any building within the development until all Improvements are completed and accepted by the City, and that upon violation thereof will pay the City \$3,000.00 as liquidated damages, but such payment shall not be deemed approval of such occupancy and the City may take whatever action necessary to restrain such occupancy.

(b) That if this contract applies to a "one lot development," as defined by City's Development Code, and no performance or payment bond was required or submitted for the improvements that are to be dedicated to the public, the Owner shall not be issued a Certificate of Occupancy for any building constructed or located therein until all required public improvements have been completed and accepted in accordance with this contract.

4. *Covenants of City.* That, upon proper completion of the Improvements in accordance with this agreement, the City agrees to accept the Improvements.

5. *Venue and Governing Law.* The parties herein agree that this contract shall be enforceable in _____ County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in _____ County, Texas. The terms and provisions of this contract shall be construed in accordance with the laws and court decisions of the State of Texas.

6. *Successor and Assigns.* This contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

Executed in triplicate this _____ day of _____, 19_____.

OWNER

CONTRACTOR

by: _____

by: _____

CITY OF WESTON

by: _____

MAYOR

ATTEST:

APPROVED AS TO LEGAL FORM:

CITY SECRETARY

by: _____

CITY ATTORNEY

Project No. _____
Contract No. _____

OWNER'S AND CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF LABOR AND MATERIAL FOR IMPROVEMENTS

[This form may be used in lieu of a payment bond on contracts of \$50,000 or less as provided for in Chapter _____, art. _____ of _____ of the Code of Ordinances.]

That, pursuant to the provisions of that certain Development Contract entered into on the ____ day of _____, 19____, between _____, designated therein and referred to herein as "Owner", _____, designated herein and referred to herein as "Contractor", and the City of _____, Texas; Owner and Contractor hereby submit this affidavit, and state, under oath, the following:

That all contractors, subcontractors and other persons who provided labor or furnished materials in connection with the construction of the "Improvements", as designated in said Development Contract, have been paid in full and that there are no claims, liens, or encumbrances existing against said Improvements, or the land to which they are affixed.

OWNER

CONTRACTOR

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 19____, by _____, as Owner.

NOTARY PUBLIC, STATE OF TEXAS

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 19____, by _____, as Contractor.

NOTARY PUBLIC, STATE OF TEXAS

**DEVELOPER'S PERFORMANCE BOND
(DEVELOPMENT CONTRACT)**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____ of _____ County, Texas, hereinafter called Principal and _____, a Corporation organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter called "Surety," are held and firmly bound unto the City of Weston, Texas, a Municipal Corporation, in _____ County, Texas, hereinafter called "City" in the penal sum of _____ (\$ _____) Dollars, lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, and firmly by these presents:

THE Condition of this Obligation is such that:

WHEREAS, the Principal entered into a certain contract with Contractor, dated the _____ day of _____, 19_____, in the proper performance of which the City of Weston, Texas, has an interest, a copy of which is hereto attached and made a part hereof, for the construction of: _____

NOW, THEREFORE, if the Principal shall well, truly, and faithfully cause to be performed and fulfilled all of the undertakings, covenants, terms, conditions, and agreements of said Contract in accordance with the Plans, Specifications, and Contract Documents during the original term thereof, and any extension thereof which may be granted, with or without notice to the surety, and during the life of any guaranty required under the Contract, and shall also well and truly cause to be performed and fulfilled all the covenants, terms and conditions and agreements of any and all authorized modifications to the surety being hereby waived; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, further, that if any legal action be filed on this bond, venue shall lie in _____ County.

AND, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each one of which shall be deemed an original, this the _____ day of _____, 19____
_____.

PRINCIPAL

SURETY

By: _____

By: _____

ATTORNEY-IN-FACT

ATTEST:

SECRETARY

NOTE: POWER OF ATTORNEY OF SURETY MUST BE ATTACHED. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT.

**DEVELOPER'S PAYMENT BOND
(DEVELOPMENT CONTRACT)**

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

THAT _____, of _____ County, Texas, hereinafter called principal and _____, a corporation organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter called "Surety," are held and firmly bound unto the City of Weston, Texas, a Municipal Corporation, in _____ County, Texas, hereinafter called "City," and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached contract, in the penal sum of _____ (\$_____) Dollars, lawful money of the United States, to be paid in _____, _____ County, Texas, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE condition of this Obligation is such that:

WHEREAS, the Principal entered into a certain contract with Contractor, dated as of the _____ day of _____, 19_____, in the proper performance of which the City of Weston, Texas, has an interest, a copy of which is attached hereto and made a part hereof, for the construction of: _____

NOW, THEREFORE, if the Principal shall well, truly, and faithfully cause to be performed its duties, and make or cause Contractor to make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and material in the prosecution of the work provided for in said contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification of the surety is hereby expressly waived, then this obligation shall be void: Otherwise to remain in full force and effect. Provided further, that if any legal action be filed upon this bond, venue shall lie in _____ County, Texas.

AND THAT said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each one of which shall be deemed an original, this the _____ day of _____, 19_____.

PRINCIPAL

SURETY

By: _____

By: _____

ATTORNEY-IN-FACT

ATTEST:

SECRETARY

NOTE: POWER OF ATTORNEY OF SURETY MUST BE ATTACHED. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT.

CONTRACTOR'S PAYMENT BOND

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____, of _____, Texas, hereinafter called "Principal" and _____, a corporation organized under the laws of the State of _____, and authorized to do business in the State of Texas, hereinafter called "Surety," are held and firmly bound unto the City of Weston, Texas, a Municipal Corporation, in _____ County, Texas, hereinafter called "City," and _____, hereinafter called "Developer," and unto all persons, firms and corporations who may furnish materials or perform labor for the building or improvements hereinafter referred to in the penal sum of _____ (\$ _____) lawful money of the United States, to be paid in _____ County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS, the Principal entered into a certain contract with Developer dated as of the _____ day of _____, 19 _____ (the "Contract"), a copy of which is attached hereto and made a part hereof, for construction of _____ to serve _____, an Addition to the City of Weston, Collin County, Texas;

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants, as defined in Article 5160, Revised Civil Statutes of Texas and all claimants as that term is used in Article 5472d, Revised Civil Statutes of Texas, as recodified in Chapter 53, Subchapter I of the Texas Property Code, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5260, Revised Civil Statutes and Article 5472d, Revised Civil Statutes, as recodified in Chapter 53, Subchapter I of the Texas Property Code, as the case may be.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in _____ County, Texas. The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the City and/or Developer and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each one of which shall be deemed an original, this the _____ day of _____, 19_____.

PRINCIPAL

By: _____

SECRETARY (PRINCIPAL)

WITNESS AS TO PRINCIPAL

SURETY

By: _____

Attorney-in-Fact

SECRETARY (SURETY)

WITNESS AS TO SURETY

NOTE: POWER OF ATTORNEY OF SURETY MUST BE ATTACHED. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT.

**ESCROW AGREEMENT IN LIEU
OF PERFORMANCE BOND**

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

WHEREAS, _____, hereafter referred to as "Owner," has undertaken to develop property within the City of Weston, Texas, or its extraterritorial jurisdiction; and

WHEREAS, Owner has, pursuant to the ordinances of the City of Weston, Texas, hereafter referred to as "City," executed a development contract to insure that any and all streets, water and sewer lines, drainage facilities or other improvements which are to be dedicated to the public, hereafter referred to as "Improvements," are constructed and completed in accordance with the specifications, standards and ordinances of the City; and

WHEREAS, Owner wishes to receive building permits for said property prior to the completion and approval or acceptance of the Improvements by the City; and

WHEREAS, in order to receive such building permits Owner may, where the cost to complete the Improvements is \$50,000 or less, in lieu of posting a performance bond, escrow cash money with a bank as escrow agent in an amount not less than the amount necessary to insure completion of said Improvements;

NOW, THEREFORE, OWNER, City and _____, hereafter called "Escrow Agent," agree as follows:

1. *Amount.* Owner, as a condition to receiving building permits for property located at _____, shall deposit the sum of _____ (\$_____), in cash money, with Escrow Agent, said sum being in an amount, as determined by the City, necessary to insure completion of all Improvements which are to be dedicated to the public; said Improvements being more particularly described in that certain development contract dated the _____ day of _____, 19_____, between the City, Owner and Owner's Contractor, to which reference is made herein.

2. *Notice of Deposit.* No building permits shall be issued by City for the property herein described until Escrow Agent notifies City, in writing, that cash money, in the amount specified herein, has been deposited in an escrow account with Escrow Agent.

3. *Release of Funds.* Escrow Agent shall not release any or all of the escrowed funds until the City Engineer authorizes the Escrow Agent, in writing, to release such funds as provided for herein as follows:

- (a) The City Engineer shall authorize the release of all escrowed funds when all Improvements are completed and approved in accordance with provisions of the development contract; the determination of which shall be made by the City Engineer whose judgment shall be binding on all parties hereto.
- (b) The City Engineer may, but is not required to, authorize, periodically, the release of specified sums of the escrowed funds to the Owner if, and as, the Improvements are completed and approved or accepted by the City in stages, so long as the remaining funds not released are sufficient to complete the construction of the remaining Improvements which have not been, but are required to be, completed and accepted or approved by the City.

4. *Notices.* Any notice to be sent, or required to be sent or given under this agreement shall be sent to the address of the parties hereto, as follows:

CITY: CITY ENGINEER

OWNER: _____

ESCROW AGENT: _____

5. *Fees.* Owner agrees to pay any and all fees or costs charged by the Escrow Agent in connection with this Agreement.

6. *Nonliability of Escrow Agent.* The Escrow Agent shall have no responsibility except for the safekeeping and delivery of the amounts deposited in the Escrow Account in accordance with this agreement. The Escrow Agent shall not be liable for any act done or omitted to be done under this agreement or in connection with the amounts deposited in the Escrow Account except as a result of the Escrow Agent's gross negligence or willful misconduct. If any question, dispute or disagreement arises among any one or more of the parties hereto and/or any other party with respect to the funds deposited in the Escrow Account, the proper interpretation of this agreement, the duties of the Escrow Agent hereunder or the rights of the parties to this agreement, the Escrow Agent shall not be required to act and shall not be held liable for refusal to act until the question or dispute is settled, and the Escrow Agent has the absolute right at its discretion to do either or both of the following:

- (a) withhold and/or stop all further performance under this agreement until the Escrow Agent is satisfied, by receipt of a written document in form and substance satisfactory to the Escrow Agent and executed and binding upon all interested parties hereto (who may include the subscribers), that the question, dispute, or disagreement has been resolved; or

- (b) file a suit in interpleader and obtain by final judgment rendered by a court of competent jurisdiction, an order binding all parties interested in the matter.

7. *Successors and Assigns.* This agreement shall be binding upon the successors and assigns of the parties hereto.

8. *Venue.* The parties hereto agree that if any legal action is necessary in connection with this agreement, exclusive venue shall lie in Collin County, Texas.

IN WITNESS WHEREOF, the said City, Owner, and Escrow Agent have signed this instrument this _____ day of _____, 19_____.

City OF Weston

OWNER

By: _____

By: _____

ESCROW AGENT

By: _____

EXHIBIT "E"

WATER UTILITY POLICY STATEMENT

In accordance with the Weston Development Ordinance, the water supply corporations or utility districts ("water provider") serving the proposed development must approve and commit to supply water before the City of Weston will approve a final plat for Development. The approval of a final plat will require a letter from the water/sewer provider to the effect that:

1. The proposed layout of water lines, valves and meters, and fire hydrants is approved by the water supply corporation; and
2. The developer has paid all necessary fees to or deposited the same with the water provider. These fees include but are not limited to:

Pro Rata Construction Fees,
Engineering Fees,
Capital Improvements Impact Fees, and
Meter Set Fees.

It is the intent of the City that all required fees will be paid to or escrowed with the water supply corporation and that by approval and acceptance of the water distribution system in the development of the plans, the water supply corporation will connect water to any lot in the development upon the payment of a membership fee by the purchaser of the lot.