

APPENDIX 1

- **TITLE BLOCK FOR PLATS & ENGINEERING SITE PLANS**
- **STAFF AND UTILITY COMPANY SIGNATURE BLOCKS FOR ENGINEERING SITE PLANS**
- **OWNER'S CERTIFICATE OF DEDICATION**
- **SIGNATURE BLOCKS FOR PRELIMINARY PLATS**
- **SIGNATURE BLOCKS FOR FINAL PLATS**

TITLE BLOCKS FOR PLATS & ENGINEERING SITE PLANS

NOTE:

- *ITALICIZED* WORDS INDICATE THAT THE APPROPRIATE INFORMATION SHALL BE INSERTED
- FOR ALL FINAL PLATS/REPLATS THE TITLE BLOCK AND A 4" WIDE X 3" LONG WHITE SPACE (FOR COUNTY FILING PURPOSES) ARE TO BE LOCATED ON THE LOWER RIGHT-HAND CORNER OF THE SHEET.

PRELIMINARY & FINAL PLAT TITLE BLOCK

<p><i>FINAL OR PRELIMINARY PLAT</i></p> <p><i>NAME OF THE ADDITION</i></p> <p><i>LIST OF ALL LOTS & BLOCKS & PHASES</i></p> <p><i>TOTAL ACREAGE</i></p> <p><i>ZONING</i></p> <p><i>SURVEY ABSTRACT NUMBER(S)</i></p>
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REPLAT TITLE BLOCK

<p><i>FINAL PLAT</i></p> <p><i>NAME OF THE ADDITION</i></p> <p><i>LIST OF ALL LOTS & BLOCKS & PHASES</i></p> <p><i>TOTAL ACREAGE</i></p> <p><i>ZONING</i></p> <p><i>BEING A REPLAT OF</i></p> <p><i>NAME OF THE ADDITION</i></p> <p><i>LOT(S) & BLOCK(S) & PHASE(S)</i></p> <p><i>FILING INFORMATION</i></p> <p><i>SURVEY ABSTRACT NUMBER(S)</i></p>
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AMENDED FINAL PLAT TITLE BLOCK

AMENDED FINAL PLAT

This plat is amending (name of addition) Final Plat, which was filed on (date) and can be found in Cabinet Page of the (county name) County Deed Records with the following changes:

1. **(list all amendments)**
2. **(list all amendments)**

NAME OF THE ADDITION
LIST OF ALL LOTS & BLOCKS & PHASES
TOTAL ACREAGE
ZONING
SURVEY ABSTRACT NUMBER(S)

ENGINEERING SITE PLAN TITLE BLOCK

ENGINEERING SITE PLAN FOR
NAME OF THE PROJECT
NAME OF THE ADDITION
LOT(S) & BLOCK(S) & PHASE(S)
TOTAL ACREAGE
ZONING

**STAFF & UTILITY COMPANY SIGNATURE BLOCKS
FOR ENGINEERING SITE PLANS**

APPROVED FOR CONSTRUCTION *

<u>CITY DEPARTMENT</u>	<u>DATE</u>	<u>SIGNATURE</u>
PLANNING & ZONING		
ENGINEERING		
BUILDING INSPECTION		
FIRE PREVENTION		
PARKS & LEISURE		
PUBLIC WORKS		

APPROVED FOR CONSTRUCTION *

<u>UTILITY</u>	<u>COMPANY NAME</u>	<u>DATE</u>	<u>SIGNATURE</u>
ELECTRIC			
GAS			
PHONE			
CABLE			
SOLID WASTE			

*** SIGNATURES NEEDED FOR APPLICABLE DEPARTMENTS AND COMPANIES ONLY.**

OWNER'S CERTIFICATE OF DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT (OWNER NAME) THE UNDERSIGNED AUTHORITY, DO/DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS (NAME OF THE ADDITION, PHASE, LOT & BLOCK) AN ADDITION TO THE CITY OF LEWISVILLE, DENTON/DALLAS COUNTY, TEXAS, AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND ALLEYS SHOWN HEREON; AND DOES HEREBY DEDICATE THE EASEMENT STRIPS SHOWN ON THE PLAT FOR MUTUAL USE AND ACCOMMODATION OF THE CITY OF LEWISVILLE AND ALL PUBLIC UTILITIES DESIRING TO USE, OR USING SAME. NO BUILDINGS, FENCES, TREES, SHRUBS, SIGNS, OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENT STRIPS ON SAID PLAT. THE CITY OF LEWISVILLE AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, SIGNS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENT STRIPS, AND THE CITY OF LEWISVILLE AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENT STRIPS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. A BLANKET EASEMENT OF A FIVE (5) FOOT RADIUS FROM THE CENTER POINT OF ALL FIRE HYDRANTS AND A FIVE (5) FOOT RADIUS FROM THE CENTER POINT OF ALL OTHER APPURTENANCES (FIRE HYDRANT VALVES, WATER METERS, METER BOXES, STREET LIGHTS) IS HEREBY GRANTED TO THE CITY OF LEWISVILLE FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING AND MAINTAINING THE ABOVE NAMED APPURTENANCES.

WE DO FURTHER DEDICATE, SUBJECT TO THE EXCEPTIONS AND RESERVATIONS SET FORTH HEREINAFTER, TO THE PUBLIC USE FOREVER, ALL PUBLIC USE SPACES SHOWN ON THE FACE OF THE PLAT.

ALL LOTS IN THE SUBDIVISION SHALL BE SOLD AND DEVELOPED SUBJECT TO THE BUILDING LINES SHOWN ON THE PLAT.

INSERT NAME, TITLE
COMPANY

INSERT NAME, TITLE
COMPANY

NOTE:

IF MORE THAN ONE OWNER, ALL WILL HAVE TO SIGN THE PLAT.

LIEN HOLDER SIGNATURE, IF ANY.

ALL SIGNATURES HAVE TO BE NOTARIZED.

SIGNATURE BLOCKS FOR PRELIMINARY PLATS

ONE OF THE FOLLOWING CERTIFICATES SHALL BE PLACED ON THE PRELIMINARY PLAT BY THE SUBDIVIDER:

(A) IF VARIANCES ARE REQUESTED:

LIST: ALL VARIANCES REQUESTED

"Preliminary Plat for Review Purpose Only
Recommended for Approval

Insert Name, Chairman, Planning & Zoning Commission Date"
City of Lewisville, Texas

"Approved for Preparation of Final Plat

Insert Name, Mayor, City of Lewisville, Texas Date"

(B) IF NO VARIANCES ARE REQUESTED:

"No Variances from the General Development Ordinance Requested:
Approved for Preparation of Final Plat

Insert Name, Chairman, Planning & Zoning Commission Date"
City of Lewisville, Texas

SIGNATURE BLOCKS FOR FINAL PLATS

One of the following certificates shall be placed on the plat:

(A) IF VARIANCES OTHER THAN THOSE APPROVED BY CITY COUNCIL AT PRELIMINARY PLAT STAGE ARE REQUESTED:

LIST: VARIANCE(S) APPROVED WITH DATE(S)

NEW VARIANCE(S) REQUESTED

"Recommended for Approval

Insert Name, Chairman, Planning & Zoning Commission

City of Lewisville, Texas

Approved and Accepted

Insert Name, Mayor, City of Lewisville, Texas

 Date"

(B) IF NO VARIANCES OTHER THAN THOSE APPROVED BY THE CITY COUNCIL AT PRELIMINARY PLAT STAGE ARE REQUESTED:

LIST: VARIANCE(S) APPROVED WITH DATE(S)

"All Variances (if any) from the General Development Ordinance Approved by City Council.

Insert Name, Chairman, Planning & Zoning Commission

City of Lewisville, Texas

 Date"

(C) IF PLAT MEETS THE REQUIREMENTS OF A MINOR PLAT:

CERTIFICATE OF APPROVAL BY THE CITY OF LEWISVILLE

This is to certify that the City Manager or designee of the City of Lewisville, Texas, have approved the (*Name of the Addition, Phase, Lot & Block*) as shown hereon.

IN TESTIMONY WHEREOF, witness the official signatures of the City Manager or designee of the City of Lewisville, Texas this _____ day of _____, YEAR.

	SIGNATURE
PLANNING & ZONING	
ENGINEERING	
BUILDING INSPECTION	
FIRE PREVENTION	

(D) SIGNATURE BLOCK FOR CITY SECRETARY - FOR (A) & (B) FINAL PLATS:

The undersigned, the City Secretary of the City of Lewisville, Texas, hereby certifies that the foregoing final plat of the _____ *(NAME OF ADDITION)* Addition to the City of Lewisville was submitted to the appropriate Planning & Zoning Commission or City Council as required by the ordinances of the City of Lewisville on the _____ day of _____, YEAR, and such body 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 body further authorized the acceptance thereof by signing as hereinabove subscribed in the capacity stated.

Witness my hand this _____ day of _____, YEAR.

Insert Name, City Secretary
City of Lewisville, Texas

(E) SIGNATURE BLOCK FOR CITY SECRETARY - FOR (C) MINOR PLATS:

The undersigned, the City Secretary of the City of Lewisville, Texas, hereby certifies that the foregoing final plat of the _____ *(NAME OF ADDITION)* Addition to the City of Lewisville was submitted to the Community Development review process and approved as a Minor Plat, meeting all the requirements of the General Development Ordinance as set forth by the ordinances of the City of Lewisville on the _____ day of _____, YEAR, and including acceptance of 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 further authorized the acceptance thereof by City staff, signing as hereinabove subscribed in the capacity stated in accordance with City ordinances.

Witness my hand this _____ day of _____, YEAR.

Insert Name, City Secretary
City of Lewisville, Texas

(F) INSERT FILING INFORMATION BLOCK ON ALL SHEETS OF PLATS TO BE FILED AT THE COUNTY:

FILED

CAB. _____ PG. _____ P.R.D.C.T."

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APPENDIX 2

- **CERTIFICATE OF ABANDONMENT FORM**
- **CERTIFICATE OF CORRECTION FORM**
- **APPLICATION FOR FLOODPLAIN PERMIT**

CERTIFICATE OF ABANDONMENT

STATE OF TEXAS

COUNTY OF DENTON

Whereas certain easement(s) was granted on the Final Plat of (NAME OF ADDITION) an addition to the City of Lewisville, Texas, according to the plat in Cabinet ____, Page ____ in the plat records of Denton OR Dallas County, Texas, or granted by separate instrument filed of record Volume _____, Page _____, and whereas such easement(s) is no longer necessary and the property is served with adequate easement(s), then;

This certificate is filed for the purpose of abandoning _____

_____.

Owner, *Insert Name*

Registered Surveyor, *Insert Name*
Registration Number, Signed, Sealed & Dated

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared, (enter OWNER name) known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the _____ day of _____, YEAR.

Notary Public, *Insert Name*

Expiration Date

BEFORE ME, the undersigned authority, on this day personally appeared (enter SURVEYOR name), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the _____ day of _____, YEAR.

Notary Public, *Insert Name*

Expiration Date

Approved: _____
Insert Name, Mayor
City of Lewisville

Date

Attested: _____
Insert Name, City Secretary,
City of Lewisville

Date

CERTIFICATE OF CORRECTION

STATE OF TEXAS

COUNTY OF DENTON

On the Final Plat of (name of Addition), an addition to the City of Lewisville, Texas, according to the plat in Cabinet _____, Page _____, in the plat records of Denton County, Texas, hereby amends and corrects the plat as follows:

This certificate is filed for the purpose of correcting

Owner, Name

Registered Surveyor, Name
Registration Number, Signed, Sealed & Dated

STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared, (enter OWNER name) known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the _____ day of _____, YEAR.

Notary Public, Name

Expiration Date

BEFORE ME, the undersigned authority, on this day personally appeared (enter SURVEYOR name), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the _____ day of _____, YEAR.

Notary Public, Insert Name

Expiration Date

Approved: _____
Insert NAME, Mayor
City of Lewisville

Date

Attested: _____
Insert NAME, City Secretary,
City of Lewisville

Date

APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT

Name of Owner or Applicant		Date	Permit No.	
Address of Owner		Telephone No.	Office Use Only <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied	
Location of Permit Area (Address of Legal Description)		Nearest Stream		
		Date In:	Date Out:	
		Processed By:		
		Approved By:		
PURPOSE OF REQUEST:	<input type="checkbox"/> Excavation	<input type="checkbox"/> Filling	<input type="checkbox"/> Dredging or Mining	<input type="checkbox"/> Utility Construction
<input type="checkbox"/> Building Permit	<input type="checkbox"/> Grading	<input type="checkbox"/> Paving	<input type="checkbox"/> Drilling Operations	<input type="checkbox"/> Other _____
BRIEF DESCRIPTION OF PROSAL (Attach separate sheet if needed)				
<p>COMPLETE APPLICABLE QUESTIONS:</p> <p>1. Total drainage area of watercourse _____ acres. 2. Regulatory flood elevation. _____ <input type="checkbox"/> Not available.</p> <p>3. Has site previously flooded? <input type="checkbox"/> Yes <input type="checkbox"/> No 4. Is site subject to flooding? Yes No</p> <p>5. Is safe access available during times of flood? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown</p> <p>6. Is the proposal within the designated floodway? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown</p> <p>7. Have all necessary prior approval permits been obtained from Federal, State or Local Governmental Agencies? <input type="checkbox"/> None Required</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No (If no explain. If yes, provide copies of approval letters or permits).</p>				
<p>ATTACH THE FOLLOWING IF APPLICABLE:</p> <p>1. Two (2) sets, scale drawings showing location, dimensions, elevations of existing and proposed topographic alterations, existing and proposed structures, location relative to floodplain area.</p> <p>2. Extent to which watercourse or natural drainage will be altered or relocated.</p> <p>3. Supporting hydraulic calculations, reports, etc., used as a basis for proposed improvements.</p> <p>4. Lowest floor elevation (including basement) of all proposed structures.</p> <p>5. Elevation to which any non-residential structure shall be flood proofed.</p> <p>6. Certification by registered professional engineer or architect that flood proofing criteria are met as set forth in Art. 5 Section B Ordinance No. 1330.</p>				
DURING THE OCCURANCE OF A 100 YEAR FREQUENCY FLOOD WILL THE PROPOSAL:			YES	NO
Reduce capacity of channels/floodways/watercourse in floodplain area?				
Measurably increase flood flows/heights/damage on off-site properties?				
Individually or combined with other existing or anticipated development expose adjacent properties to adverse flood effects?				
Increase velocities/volumes of flood waters sufficiently to create significant erosion of floodplain soils on subject property or adjacent property upstream/downstream?				
Encroach on Floodway causing increased in flood levels?				
Provide compensatory storage for any measurable loss of flood storage capacity?				

FLOODPLAIN DEVELOPMENT PERMIT

The City of Lewisville's Floodplain Permit Program is authorized by Article 3 Section C of City Ordinance Number 1330, adopted September 8, 1986. This Permit is required for all development taking place within the area of the 100-year floodplain (special flood hazard areas) as shown on the current Flood Insurance Rate Maps and Flood Boundary-Floodway Maps, published by the Federal Emergency Management Agency (FEMA). These maps are available for public inspection in the Engineering Division, 1197 W. Main Street, Lewisville, Texas.

Application is hereby made for a permit to authorize the activities described herein. I hereby certify that I am familiar with the information contained on this application and to the best of my knowledge such information is true and accurate. I further certify that I possess the authority to undertake the proposed activity. I understand that if my application is denied, I have sixty (60) days from the date of such denial to appeal the adverse action to the Appeal Board in accordance with Article 4 Section D.

Signature of Applicant or Authorized Agent

Office Use Only	FLOODPLAIN AREA DEFINED BY: <input type="checkbox"/> FEMA <input type="checkbox"/> COE <input type="checkbox"/> FLOOD STUDIES <input type="checkbox"/> HIGH WATER MARKS <input type="checkbox"/> OTHER			
	FEMA INSURANCE ZONE	FEMA MAP NUMBER	FLOOD ELEVATION	GROUND ELEVATION
	FLOOD PLAIN STUDY		PLATE NUMBER	FLOOD ELEVATION
	CONDITIONS FOR APPROVAL OR REASON FOR DENIAL			

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APPENDIX 3

- **AGREEMENT FOR PAYMENT OF CONSTRUCTION COST**
- **AGREEMENT FOR PERFORMANCE ESCROW FOR PUBLIC IMPROVEMENT CONSTRUCTION**

STATE OF TEXAS

COUNTY OF DENTON

AGREEMENT FOR PUBLIC IMPROVEMENT CONSTRUCTION

WHEREAS, _____ (hereinafter called "Owner") is the owner (or is acting on behalf of or as agent for the owner) of certain real property within the City of Lewisville, Texas, which property consists of the property described in the attached Exhibit "A", in the City of Lewisville, Denton County, Texas (the "Owner Property"); and

WHEREAS, "Owner" plans to and is in the process of developing the "Owner Property" in accordance with "Owner's" plans and specifications and in compliance with the City of Lewisville, Texas Code procedures and standards; and

WHEREAS, the General Development Ordinance regulations of the City of Lewisville, Texas (the "City") require "Owner" to pay for certain Public Improvements (to include _____) (herein so called); the estimated costs of which are listed on Exhibit "B" to this Agreement, which attachment is made a part hereof for all purposes.

WHEREAS, it would be advantageous both to the "City" and the "Owner" to have said Improvements to be constructed at one time under one contract.

NOW, THEREFORE, the parties hereto agree as follows:

1. The "City", will advertise for bids and enter into the contract for construction of said Improvements, including the area for which "Owner" is financially responsible. The "City" shall be in charge of specifications, plans, inspections, payments, and all other normal construction matters. The exact time for construction of said Improvements shall be in sole discretion of "City".

2. Based upon current estimates from project engineers, "Owner" shall, prior to the date of final plat approval by the Planning and Zoning Commission, deposit with the "City" the amount of _____ Dollars (\$) to be determined to be "Owner's" cost for said Improvements.

3. The "City" shall have the right to draw on said funds for the purpose of payment for the construction of said Improvements.

4. The "City" shall have the right to deposit any funds not used for immediate payment of improvement expense in any investment account utilized by the "City".

5. The "City" shall have the authority to pay from such account from time to time, based upon the project engineer's estimate of percentage of completion, such sums as are necessary to pay for "Owner's" portion of the construction contract.

6. "Owner" shall have no liability for additional payment for costs associated with completed Improvements when the project is performed by the "City".

7. "Owner" shall have no claim to refund of any sums on deposit, including interest earned thereon, which are in excess of the amount determined to be allocable to "Owner" upon completion of contemplated Improvements.

8. Nothing in this Agreement, the Agreement itself, and the dealings between the parties shall be considered an impact fee. "Owner" agrees and stipulates that all terms of Local Government Code section 212.904 have been met by the "City", and that the "City" has not required as a condition of approval for "Owner's" development, or any portion thereof, that "Owner" bear a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs. "Owner", its related entities, successors and assigns fully and forever releases and discharges the "City", its past and present employees, officers, councilmembers, attorneys and other representatives, including City consultants (including city attorney and city engineer, and city bond counsel), from any and all claims, demands, controversies, and causes of action of every conceivable character, without limitation, including for breach of contract (including under Local Government Code sections 271.151-271.160), takings, exactions, negligence, and for any claims under any statute or code, local, state or federal, including under Local Government Code chapter 395, and the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code, including that the "City's" execution or performance of this Agreement or any authorized amendment or supplements hereto may constitute, either now or in the future, a "Taking" of "Owner's", "Owner's" grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Private Real Property Rights Preservation Act. Any claims against the "City", the City consultants (including city attorney, city engineer, and city bond counsel) and their respective employees and agents which are not specifically released above are hereby assigned in full to the "City".

9. The "City" represents and warrants to "Owner" that it has no knowledge of any claims, demands, controversies, and causes of action against "Owner", its past and present employees, officers, attorneys and other representatives, arising through the date hereof. "Owner" represents and warrants to the "City" that it has no knowledge of any claims, demands, controversies, and causes of action against the "City", its past and present employees, officers, attorneys and other representatives, arising through the date hereof.

10. **"OWNER" ASSUMES THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD THE "CITY", ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND INSURERS HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, ATTORNEYS FEES, LITIGATION EXPENSES, CAUSES OF ACTION, DEMANDS, LOSSES AND/OR DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY INCIDENTAL TO THE PERFORMANCE OF WORK OR SERVICES BY "OWNER", ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND INDEPENDENT CONTRACTORS. THIS INDEMNITY IS TO BE CONSTRUED AS BROADLY AS POSSIBLE TO INCLUDE ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, CAUSES OF ACTION, DEMANDS, LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CAUSES OF ACTION OR DAMAGES SOUNDING IN TORT, PERSONAL INJURIES, CONTRACT DAMAGES, ECONOMIC DAMAGES, PUNITIVE DAMAGES, STRICT LIABILITY, COMMON LAW NEGLIGENCE AND GROSS NEGLIGENCE, INTENTIONAL TORTS, FEDERAL AND STATE STATUTORY AND COMMON LAW, CLAIMS UNDER THE TEXAS TORT CLAIMS ACT, EMPLOYMENT DISPUTES, FEDERAL AND STATE CIVIL RIGHTS, CLAIMS FOUNDED IN CONTRACT OR QUASI-CONTRACT, BREACH OF WARRANTY, CLAIMS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AND ANY AND ALL CLAIMS CAUSES OF ACTION OR DEMANDS WHEREBY ANY LOSS IS SOUGHT AND/OR INCURRED AND/OR PAYABLE BY THE "CITY", ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND/OR INSURERS OR RISK POOLS. THIS PROVISION IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST "OWNER", ITS AGENTS, EMPLOYEES, REPRESENTATIVES, AND INDEPENDENT CONTRACTORS. "OWNER" HAS CAREFULLY READ, FULLY UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PROVISION AND THE INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF "OWNER" HAS FULL AUTHORITY TO BIND "OWNER" TO THIS AGREEMENT AND THIS INDEMNITY PROVISION. IT IS FURTHER RECOGNIZED AND AGREED, THAT SHOULD ANY PARTICULAR PORTION OR PROVISION OF THIS INDEMNITY PROVISION BE HELD INVALID, VOID AND/OR UNENFORCEABLE, IT SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THIS PROVISION.**

11. Any amendment to the terms of this Agreement shall be in writing and signed by all parties hereto.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

13. This Agreement is solely for the benefit of "Owner" and "City" and is not intended to be nor shall it be construed to be for the benefit of any third party.

SIGNED this _____ day of _____, 20__.

OWNER:

By: _____
Print Name: _____
Title: _____

SIGNED this _____ day of _____, 20__.

CITY:

THE CITY OF LEWISVILLE, TEXAS

By: _____

Project Number:

STATE OF TEXAS

COUNTY OF DENTON

**AGREEMENT FOR PERFORMANCE ESCROW FOR
PUBLIC IMPROVEMENT CONSTRUCTION**

WHEREAS, _____ (hereinafter called "Owner") is the owner (or is acting on behalf of or as agent for the owner) of certain real property within the City of Lewisville, Texas, which property consists of the property described in the attached Exhibit "A", in the City of Lewisville, Denton County, Texas (the "Owner Property"); and

WHEREAS, Owner plans to and is in the process of developing the Owner Property in accordance with Owner's plans and specifications and in compliance with the City of Lewisville, Texas Code procedures and standards; and

WHEREAS, the subdivision regulations of the City of Lewisville, Texas (the "City") require Owner to pay for sewer, water, and other Public Improvements (herein so called) the estimated costs of which are listed on Exhibit "B" to this Agreement, which attachment is made a part hereof for all purposes.

WHEREAS, the subdivision regulations of the City require Owner to complete and obtain final City acceptance of said Public Improvements prior to issuance by the City of a building permit, however, if funds are escrowed to fully cover all costs of the Public Improvements; a building permit may be issued for the Owner Property prior to completion and final acceptance of the Public Improvements;

NOW, THEREFORE, the parties hereto agree as follows:

1. Owner shall perform the construction of, or enter into a contract for the construction of, said Public Improvements in accordance with the plans approved by the City and in accordance with the requirements of the City. Owner shall be responsible for preparation of all plans and specifications, inspections, payment and all other normal construction matters in compliance with the Code Standards of the City in connection with construction of the Public Improvements.

2. Based upon current estimates from project builder of the cost of construction of the Public Improvements, and as reflected on Exhibit "B", Owner shall deposit with City, prior to the date of issuance of any building permit for the construction of improvements on the Owner Property, as cash escrow in the amount of _____ Dollars (\$ _____) to assure performance and completion by Owner of the Public Improvements. The City shall have the right, but not the obligation, to deposit said funds in any investment account utilized by the City. Any interest earned on said escrowed funds shall be credited to the cash escrow account.

3. In the event that Owner fails to complete construction of the Public Improvements, no Certificate of Occupancy shall be issued for the premises on the Owner Property until after such Public Improvements are finally completed. The City shall have the right, but not the obligation, to perform and complete the Public Improvements if Owner defaults in such performance, upon giving written notice thereof to Owner.

4. In the event City elects to perform and complete such Public Improvements after Owner defaults, and is thereby required to administer all normal construction performance matters defaulted by Owner, City shall have the authority to access private property and to draw upon and pay from said escrow account, based upon the City Engineer's estimate of percentage of completion, such sums as may be necessary to pay for the completion of the construction and/or design of the Public Improvements. In such event, Owner shall have no claim or right to refund of any sums, including interest earned thereon, without regard to amounts determined by the City Engineer to be allocable for Owner's portion of the completion of construction and/or design of said Public Improvements

5. If the Public Improvements, as prescribed in this Agreement, are completed by Owner, and City finally accepts same, the City shall refund to Owner all sums remaining on deposit in the escrow account, including interest earned thereon. Such refund shall be made within 30 days of completion and final City acceptance of the Public Improvements. Owner shall provide the City with Owner's tax identification number for reporting purposes of interest paid to the Internal Revenue Service.

6. The term of this Agreement shall commence on the date hereof and shall continue in full force and effect until all funds in the escrow account have been fully disbursed in accordance with the provisions hereof.

7. Nothing in this Agreement, the Agreement itself, and the dealings between the parties shall be considered an impact fee. Owner agrees and stipulates that all terms of Local Government Code section 212.904 have been met by the City, and that the City has not required as a condition of approval for Owner's development, or any portion thereof, that Owner bear a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs. Owner, its related entities, successors and assigns fully and forever releases and discharges the City, its past and present employees, officers, councilmembers, attorneys and other representatives, including City consultants (including city attorney and city engineer, and city bond counsel), from any and all claims, demands, controversies, and causes of action of every conceivable character, without limitation, including for breach of contract (including under Local Government Code sections 271.151-271.160), takings, exactions, negligence, and for any claims under any statute or code, local, state or federal, including under Local Government Code chapter 395, and the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code, including that the City's execution or performance of this Agreement or any authorized amendment or supplements hereto may constitute, either now or in the future, a "Taking" of Owner's, Owner's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Private Real Property Rights Preservation Act. Any claims against the City, the City consultants (including city attorney, city engineer, and city bond counsel) and their respective employees and agents which are not specifically released above are hereby assigned in full to the City.

8. The City represents and warrants to Owner that it has no knowledge of any claims, demands, controversies, and causes of action against Owner, its past and present employees, officers, attorneys and other representatives, arising through the date hereof. Owner represents and warrants to the City that it has no knowledge of any claims, demands, controversies, and causes of action against the City, its past and present employees, officers, attorneys and other representatives, arising through the date hereof.

9. OWNER ASSUMES THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND INSURERS HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, ATTORNEYS FEES, LITIGATION EXPENSES, CAUSES OF ACTION, DEMANDS, LOSSES AND/OR DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY INCIDENTAL TO THE PERFORMANCE OF WORK OR SERVICES BY OWNER, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND INDEPENDENT CONTRACTORS. THIS INDEMNITY IS TO BE CONSTRUED AS BROADLY AS POSSIBLE TO INCLUDE ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, CAUSES OF ACTION, DEMANDS, LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CAUSES OF ACTION OR DAMAGES SOUNDING IN TORT, PERSONAL INJURIES, CONTRACT DAMAGES, ECONOMIC DAMAGES, PUNITIVE DAMAGES, STRICT LIABILITY, COMMON LAW NEGLIGENCE AND GROSS NEGLIGENCE, INTENTIONAL TORTS, FEDERAL AND STATE STATUTORY AND COMMON LAW, CLAIMS UNDER THE TEXAS TORT CLAIMS ACT, EMPLOYMENT DISPUTES, FEDERAL AND STATE CIVIL RIGHTS, CLAIMS FOUNDED IN CONTRACT OR QUASI-CONTRACT, BREACH OF WARRANTY, CLAIMS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AND ANY AND ALL CLAIMS CAUSES OF ACTION OR DEMANDS WHEREBY ANY LOSS IS SOUGHT AND/OR INCURRED AND/OR PAYABLE BY CITY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND/OR INSURERS OR RISK POOLS. THIS PROVISION IS TO

BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST OWNER, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, AND INDEPENDENT CONTRACTORS. OWNER HAS CAREFULLY READ, FULLY UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PROVISION AND THE INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF OWNER HAS FULL AUTHORITY TO BIND OWNER TO THIS AGREEMENT AND THIS INDEMNITY PROVISION. IT IS FURTHER RECOGNIZED AND AGREED, THAT SHOULD ANY PARTICULAR PORTION OR PROVISION OF THIS INDEMNITY PROVISION BE HELD INVALID, VOID AND/OR UNENFORCEABLE, IT SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THIS PROVISION.

10. Any amendment to the terms of this Agreement shall be in writing and signed by all parties hereto.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

12. This Agreement is solely for the benefit of Owner and the City and is not intended to be nor shall it be construed to be for the benefit of any third party.

SIGNED this _____ day of _____, 20__.

OWNER:

By: _____
Print Name _____
Title: _____

Tax Identification No. _____

SIGNED this _____ day of _____, 20__.

THE CITY OF LEWISVILLE

By: _____
David Salmon, P.E.
Assistant City Engineer

Finance Project No. _____

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APPENDIX 4

- **LIST OF OTHER DEVELOPMENT ORDINANCES AND REGULATIONS**

OTHER DEVELOPMENT ORDINANCES AND REGULATIONS.

The following is a list of other ordinances and regulations which, although not specifically a part of this General Development Ordinance, may be applicable for development projects within the City of Lewisville. Copies of and information about these regulations are available from the Department of Community Development.

ABANDONMENT OF REAL PROPERTY

AIR QUALITY CONTROL (State authority having jurisdiction)

ASSESSMENT POLICY

CAPITAL RECOVERY ORDINANCE

COMPREHENSIVE DRAINAGE STUDY

DESIGN CRITERIA FOR SEWAGE SYSTEMS (State authority having jurisdiction)

DRAINAGE MAINTENANCE ORDINANCE (1331)

FEE ORDINANCE

FENCE ORDINANCE

FLOOD DAMAGE PREVENTION ORDINANCES (1330, 1345)

INTERNATIONAL BUILDING CODE

INTERNATIONAL ENERGY CODE

INTERNATIONAL FIRE CODE

INTERNATIONAL MECHANICAL CODE

INTERNATIONAL PLUMBING CODE

LEWISVILLE CODE OF ORDINANCES

MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

MASTER THOROUGHFARE PLAN

NATIONAL ELECTRIC CODE

PARK DEDICATION ORDINANCE

RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS (State authority having jurisdiction)

SIGN ORDINANCE

STANDARD FIRE HYDRANT SPECIFICATIONS

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (North Central Texas Council of Governments)

STORM WATER MANAGEMENT

TEXAS DEPARTMENT OF LICENSING AND REGULATIONS (PUBLIC ACCESSIBILITY)

WASTE WATER SYSTEM COLLECTION MASTER PLAN

WATER AND SEWER REGULATIONS

WATER DISTRIBUTION SYSTEM MASTER PLAN

WATER WELL REGULATIONS (State authority having jurisdiction)

WATER AND SANITARY SEWER CONNECTION ORDINANCE (1442)

ZONING ORDINANCE

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APPENDIX 5

- **FEES**

FEES

Following is a summary of fee schedules for permits and requirements pertaining to the Lewisville Code of Ordinances. Additional fees may be required, in the course of development, at the time of applying for other city services. This list is for reference only. Please confirm fees with City staff. Items include and are not limited to:

Application Fee for Abandonment's	\$150.00
Board of Adjustment (Each Request)	\$100.00
Development and Construction Variance Fee	\$350.00
Driveway Permit:	
City Permits	\$25.00
State Permits	\$50.00
Engineering Site Plan:	
Less than 1 acre	\$250.00
1 to 4.99 acres	\$400.00
5 to 24.99 acres	\$400.00 plus \$30.00 per acre
25 acres and up	\$750.00 plus \$30.00 per acre
General Development Ordinance Book	\$25.00
Grading Plan:	
Less than 1 acre	\$125.00
1 to 4.99 acres	\$200.00
5 acres and up	\$200.00 plus \$15.00 per acre
Preliminary Plat/Final Plat/Replat:	
Single Family	\$200.00 plus \$5.00 per lot
Commercial, Industrial, and Multi-family	\$200.00 plus \$30.00 per acre
(Checks for filing documents at Denton County, based on current schedule, must be made in the exact amount to the Denton County Clerk.)	
Public Works Inspection	3.5% of construction costs
State Permit Fees for Water and Sewer Connections	\$50.00
Traffic Control Devices:	
Per Linear Foot Per Lane Line (painting)	\$0.25
Per Street Intersection (signage)	\$150.00
Per Divided Street Intersection (signage)	\$300.00
Tree Preservation:	
Size of Caliper Removed	Cost of Removing Protected Trees*
5-9"	\$500
10-14"	\$1000
15-24"	\$1500
25"+	\$2000
*Per Tree	

Zoning Change Requests:

Less than 1/2 acres	\$150.00
1/2 acre to 4.99 acres	\$250.00
5 acres to 24.99 acres	\$400.00
25 acres to 49.99 acres	\$750.00
50 acres to 99.99 acres	\$1,000.00
100 acres and more	\$1,500.00