

# PLAT LANGUAGE

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## OWNER'S CERTIFICATE

STATE OF TEXAS           §  
COUNTY OF               § (Collin or Denton County as appropriate)

WHEREAS, (owner names) are the owners of a tract of land situated in the (name) Survey, Abstract No. (#), (Collin if Denton) County, Texas and being out of a (#) acre tract conveyed to them by (name), and being more particularly described as follows:

**(metes and bounds description of the property is to be provided here)**

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT, (Owner Name) acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as (Subdivision Name, Block, Lot #), an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. The (Owner Name) does hereby certify the following:

1. The streets and alleys are dedicated for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown are dedicated for the public use forever for the purposes indicated on this plat.
4. No building, fences, trees, shrubs, or other improvements or growth shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper.
5. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the public utilities being subordinate to the public's and Town of Prosper's use thereof.
7. The Town of Prosper and public utilities shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by the Town of Prosper.
10. **For lots adjacent to a Floodplain Only:**
  - a. 100 Year Floodplain Easement Restriction: Construction within the floodplain may not occur until approved by the Town. (A request for construction within the floodplain easement must be accompanied with detailed engineering plans and studies indicating that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners or the property affected by such construction becoming a party to the request.) Where construction is approved, all finished floor elevations shall be a minimum of one (1) foot above the 100-year flood elevation as determined by analyzing the ultimate build-out conditions of the entire drainage basin. Existing creeks, lakes, reservoirs, or drainage channels traversing along or across portions of this addition,

will remain as an open channel at all times and will be maintained by the individual owners of the lot or lots that are traversed by the drainage courses along or across said lots. The Town will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion. Each property owner shall keep the natural drainage channels traversing his/her property clean and free of debris, silt, or any substance that would result in unsanitary conditions. The Town shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions, which may occur. The Town is not obligated to maintain or assistance with maintenance of the area. The natural drainage channel, as in the case of all natural drainage channels, are subject to storm water overflow and natural bank erosion. The Town shall not be liable for damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from a failure of any structure(s) within the natural drainage channels. The natural drainage channel crossing each lot is shown by the Floodway easement line as shown on the plat. If a Subdivision alters the horizontal or vertical floodplain, a FEMA Floodway map revision may be required.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Prosper, Texas.

WITNESS, my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

STATE OF TEXAS       §  
COUNTY OF           §       (Collin or Denton County as appropriate)

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

\_\_\_\_\_  
Notary Public, State of Texas

**OWNER'S CERTIFICATE (only for Private Streets)**

STATE OF TEXAS       §  
COUNTY OF           §       (Collin or Denton County as appropriate)

WHEREAS, (owner names) are the owners of a tract of land situated in the (name) Survey, Abstract No. (#), (Collin or Denton) County, Texas and being out of a (#) acre tract conveyed to them by (name), and being more particularly described as follows:

**(metes and bounds description of the property to be provided here)**

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT (Owner Name) acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designated the herein above described property as (Subdivision Name), an addition to the Town of Prosper. The streets and alleys shown on this plat as access easements are for the use and benefit or the owner of the property of this

subdivision, their leases, invitees, and licensees. By acceptance of a deed conveying title to any lot in this subdivision, the owner thereof shall be deemed to have agreed and acknowledged and does certify the following:

1. The street and alleys are private streets and alleys and are dedicated to the Town of Prosper as Access, Utility, and Drainage Easements. The Town has no responsibility or liability to make any repairs to such streets and alleys as long as they are private streets and alleys, except repairs made necessary by reason of installation, repair, or replacement of municipal utilities located therein or in the utility easements adjacent thereto.
2. So long as such streets and alleys are private, the sole responsibility for maintenance and replacement thereof shall be borne by the owners of the lots in this subdivision and/or any homeowner's association hereafter established for the owners of lots in this subdivision (the "Association"). Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the Town of Prosper, as presently in effect or as same may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law.
3. Neither the property owners within this subdivision, nor the Association, nor any other association or other organization or entity representing them shall have the right to request dedication (whether by voluntary or involuntary act or omission) of such private streets and alleys to the Town unless and until the Town has inspected such streets and alleys and determined that, at the time in question, they meet the Town's standards. If the Town desires to accept a dedication of said streets and alleys, the Association, its successors or assigns, or the owners of the lots in the subdivision will may, at the owners' or the Association's expense, all repairs required by the Town to the private streets and alleys to the Town. Before dedication, all public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
4. These easements and public use areas, as shown, are dedicated for the benefit of the owners of the property in this subdivision, their leases, invitees, and licensees use forever, for the purpose indicated on this plat.
5. The provisions hereof shall be binding upon and enforceable against all property owners in this subdivision, their successors and assigns and the Association and its successors and assigns. The provisions hereof may be enforced by the Town, any property owner in the subdivision, and/or the Association.
6. These covenants and restrictions shall run with the land and be binding on the owners of the property in this subdivision, their successor and assigns, the Association, its successors and assigns and all parties claiming by, through and under them. In the event a replat is requested on all or part of this property, the Town may require any similar or additional restrictions and covenants in it's sole discretion. These covenants and restrictions shall terminate when all the access easements shown on this plat are included within a replat of all or part of this property and are dedicated to the Town as public streets and alleys. In addition, all modifications to this document shall be by means of plat and approved by the Town of Prosper.
7. If the owner of the property in this subdivision should open the private streets to the public, such use shall be considered a temporary license only. The owners of property in this subdivision through the Association reserve the right to close the street to the public at any time prior to formal dedication of the street to the public, and acceptance of the same by The Town.
8. The owners of property in this subdivision and the Association shall allow access to the subdivision and the streets in the subdivision to all Town employees and contractors acting on behalf of the Town and all governmental service vehicles, including, without limitation, law enforcement, fire, ambulance, sanitation, inspection, and health vehicles. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Town's use thereof. The Town of Prosper and public utilities shall, at all time, have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding or removing all or parts of their respective systems without the necessity of procuring permission from anyone.

9. The owners of property within this subdivision hereby agree and recognize that the entire subdivision is benefited by the Town allowing the owners to maintain and control access to the private streets shown hereon, and that the Town is benefited by having the value of the property enhanced for ad valorem tax purposes and not being under any covenants, the benefits shall constitute sufficient and valid consideration.
10. The owners of each lot affected by a drainage easement across the rear portion of such lot may not construct any improvements within such lot except those improvements which (a) do not impede the natural flow of water across the property affected by such drainage easement (such as swimming pools and open fences) and (b) are built in accordance with and pursuant to a building permit issued by the Town. In no event shall (Owner Name), the Town, the Association or any of their successors or assigns have any liability for any improvements built in any drainage or utility easement. Each lot owner shall build in such area at his or her own risk and shall indemnify (Owner Name), the Town, the Association and their successors and assigns against any and all losses, damages and liability arising out of or associated with the construction of improvements on such owner's lot in any drainage or utility easement.
11. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscaping improvements may be placed in Landscape Easements, if approved by the Town. Landscaping may be placed in/or near other easements with Town approval. The Town and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easement caused by maintenance or repair.
12. Invalidation or any word, phrase, sentence, paragraph, covenant, or restriction by court judgement or otherwise, shall not affect the validity of the other covenants or restrictions contained herein.
13. **For lots adjacent to a Floodplain Only:**
  - a. 100 Year Floodplain Easement Restriction: Construction within the floodplain may not occur until approved by the Town. (A request for construction within the floodplain easement must be accompanied with detailed engineering plans and studies indicating that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners or the property affected by such construction becoming a party to the request.) Where construction is approved, all finished floor elevations shall be a minimum of one (1) foot above the 100-year flood elevation as determined by analyzing the ultimate build-out conditions of the entire drainage basin. Existing creeks, lakes, reservoirs, or drainage channels traversing along or across portions of this addition, will remain as an open channel at all times and will be maintained by the individual owners of the lot or lots that are traversed by the drainage courses along or across said lots. The Town will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion. Each property owner shall keep the natural drainage channels traversing his/her property clean and free of debris, silt, or any substance that would result in unsanitary conditions. The Town shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions, which may occur. The Town is not obligated to maintain or assistance with maintenance of the area. The natural drainage channel, as in the case of all natural drainage channels, are subject to storm water overflow and natural bank erosion. The Town shall not be liable for damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from a failure of any structure(s) within the natural drainage channels. The natural drainage channel crossing each lot is shown by the Floodway easement line as shown on the plat. If a Subdivision alters the horizontal or vertical floodplain, a FEMA Floodway map revision may be required.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Prosper, Texas.

WITNESS, my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

STATE OF TEXAS       §  
COUNTY OF           §       (Collin or Denton County as appropriate)

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

\_\_\_\_\_  
Notary Public, State of Texas

**CERTIFICATE OF APPROVAL (FOR ALL PLATS)**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by the Planning & Zoning Commission of the Town of Prosper, Texas.

\_\_\_\_\_  
Town Secretary  
\_\_\_\_\_  
Engineering Department  
\_\_\_\_\_  
Development Services Department

**SURVEYOR'S CERTIFICATE**

Known All Men By These Presents:

That I, (Surveyor Name), do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulation of the Town of Prosper, Texas.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

(Professional Seal)

\_\_\_\_\_  
Name, Title & Registration No.

STATE OF TEXAS       §  
COUNTY OF           §       (Collin or Denton County as appropriate)

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

\_\_\_\_\_  
Notary Public, State of Texas