

**AFTER RECORDING,  
RETURN TO:**  
Scott Ingalls  
City of Frisco, Texas  
6101 Frisco Square Blvd  
Frisco, Texas 75034

**UTILITY EASEMENT**

**STATE OF TEXAS           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DENTON   §**

**THAT,** \_\_\_\_\_, a Texas \_\_\_\_\_, hereinafter called  
“Grantor,” for and in consideration of the sum of **ONE DOLLAR (\$1.00)** and other good and  
valuable consideration to Grantor in hand paid by the **CITY OF FRISCO, TEXAS**, a Texas  
Municipal Corporation, hereinafter called “Grantee,” the receipt and sufficiency of which are hereby  
acknowledged, does **GRANT, DEDICATE, and CONVEY** to the Grantee: (i) the exclusive  
easement and right to construct, reconstruct, repair, alter, operate, rebuild, replace, relocate, remove  
and perpetually maintain water and sewer facilities ( the “Facilities”), together with all incidental  
improvements, and all necessary laterals in, upon and across certain real property located in the City  
of Frisco, Collin County, Texas, as more particularly described in **Exhibit “A”**, which is attached  
hereto and made a part hereof by reference as if fully set forth herein (the “Easement Property”), and  
(ii) a temporary construction easement, fifty feet (50') on each side of the Easement Property, for the  
initial construction of the Facilities, as more particularly described in **Exhibit “A”** (the “Temporary  
Construction Easement”).

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The Temporary Construction Easement shall expire the completion of the initial construction of the Facilities and acceptance of the Facilities by the City of Frisco.

Grantee will at all times after doing any work in connection with the construction, alteration or repair of the Facilities, restore the Easement Property to as near as reasonably practical the condition in which it was found before such work was undertaken.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use such property to landscape and build and construct fences, driveways, parking lots and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on said Easement Property.

This Easement shall constitute a covenant running with the land and shall benefit and burden the applicable real properties described herein, and shall inure to the benefit of, and be binding upon, Grantee and Grantor, and their respective successors and assigns.

**TO HAVE AND TO HOLD** the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times (i) to enter the Easement Property and/or Temporary Construction Easement, or any part thereof, for the purpose of constructing, reconstructing, repairing, altering, operating, rebuilding, replacing, relocating, removing and/or maintaining the Facilities and all incidental improvements, and for making connections therewith; and (ii) to enter Grantor's adjacent property solely for the purpose of ingress and egress to the Easement Property and/or Temporary Construction Easement. Grantee, its successors and assigns,

shall have the right to construct, reconstruct, repair, alter, operate, rebuild, replace, relocate, remove and perpetually maintain additional Facilities at all times in the future within the Easement Property.

Grantor does hereby bind itself and its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and the singular, the successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantor does hereby represent and warrant that there are no liens affecting the Easement Property.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**EXECUTED** on the dates appearing in the acknowledgements below, however, to be effective on this \_\_\_\_ day of \_\_\_\_\_, 2006.

**OWNERS:**

\_\_\_\_\_  
Baljeet K. Jawanda, individually

\_\_\_\_\_  
Daljit S. Hundle, Individually

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared **Baljeet K. Jawanda**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he has executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires:  
\_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared **Daljit S. Hundle**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she has executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires:  
\_\_\_\_\_

**JOINDER OF OTHER EASEMENT HOLDERS**

The undersigned, being the holder of an easement on the Easement Property evidenced by:

1. Easement and Right of Way dated \_\_\_\_\_, recorded in Volume \_\_\_\_,  
Page \_\_\_\_, \_\_\_\_\_ County Land Records, in favor of  
\_\_\_\_\_; and
2. Easement for Underground Facilities dated \_\_\_\_\_, recorded in  
Volume \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County Land Records, in favor of  
\_\_\_\_\_.

hereby agrees and consents to the encroachment, if any, of the foregoing ROW Deed.

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of \_\_\_\_\_, and acknowledged to me that such company executed the foregoing instrument pursuant to its Bylaws or a Resolution of its Board of Directors.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF TEXAS       §  
                              §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of \_\_\_\_\_, and acknowledged to me that such partnership executed the foregoing instrument pursuant to its Bylaws or a Resolution of its Board of Directors.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**Exhibit "C"**  
**Warranty Deed Form**

**Development Agreement**  
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"Notice of Confidentiality rights: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers' License Number."

AFTER RECORDING, RETURN TO:

City Manager  
City of Frisco, Texas  
6101 Frisco Square Blvd  
Frisco, Texas 75034

**RIGHT OF WAY WARRANTY DEED**

*(with Temporary Construction and Grading Easement)*

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That \_\_\_\_\_, a Texas \_\_\_\_\_ ("Grantor"), whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand to Grantor paid by the **CITY OF FRISCO, TEXAS**, a Texas municipal corporation ("Grantee") the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day GRANTED and by these presents does GRANT, GIVE, and CONVEY unto the said Grantee all the following described real estate, to-wit:

Being \_\_\_\_\_ acres of land, more or less, in the \_\_\_\_\_ Survey, Abstract No. \_\_\_\_\_, in the City of Frisco, \_\_\_\_\_ County, Texas, more particularly depicted and described in Exhibits "A" and "B", respectively, attached hereto and incorporated herein for all purposes (the "Property").

*Grantor hereby further grants to Grantee a temporary construction and grading easement of \_\_\_\_\_ feet (\_\_\_\_\_) running adjacent and parallel along the \_\_\_\_\_ side of the Property, as more particularly depicted in Exhibit "A" attached hereto, with rights of ingress and egress for the construction of roadway and related improvements, such temporary construction and grading easement terminating upon completion and acceptance of said roadway improvements by Grantee.*

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The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record in \_\_\_\_\_ County, Texas; and (ii) all zoning law regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the Property.

**TO HAVE AND TO HOLD** the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors, and assigns forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**EXECUTED** on the dates appearing in the acknowledgements below, however, to be effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**OWNERS:**

\_\_\_\_\_  
Baljeet K. Jawanda, individually

\_\_\_\_\_  
Daljit S. Hundle, Individually

**LIENHOLDER'S CONSENT TO PARTIAL RELEASE OF LIEN:**

The undersigned, being the holder(s) of the lien against a portion of the Property and Temporary Construction Easement evidenced by:

Deed of Trust dated \_\_\_\_\_, recorded under Clerk's File No. \_\_\_\_\_, from \_\_\_\_\_, to \_\_\_\_\_, Trustee, securing payment of one certain promissory note of even date therewith in the principal amount of \$ \_\_\_\_\_, payable to the order of \_\_\_\_\_; said Note being additionally secured by a Vendor's Lien of even date retained in Deed, executed by \_\_\_\_\_ to \_\_\_\_\_, recorded under \_\_\_\_\_, and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by this lien,

hereby consents to the execution of the foregoing Right of Way Warranty Deed and agrees that in the event of a foreclosure of the Property and/or Temporary Construction Easement or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the conveyance made by this deed will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

\_\_\_\_\_ Bank, a \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_ Bank, a \_\_\_\_\_, on behalf of said corporation.

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

Filed and Recorded  
Official Public Records  
Brenda Taylor, County Clerk  
Collin County, TEXAS  
12/15/2006 08:39 57 AM  
\$108.00 BNOPP  
20061215001762800



*Brenda Taylor*

# **EXHIBIT “D”**

**After Recording Return To:**  
City of Frisco  
Engineering Services Department  
6101 Frisco Square Boulevard; 3<sup>rd</sup> Floor East  
Frisco, Texas 75034  
Attention: Director of Engineering Services

**DEVELOPMENT AGREEMENT**  
(Westridge Addition Lot 1, Block A Public Improvements)

**THIS DEVELOPMENT AGREEMENT** (this "Agreement"), dated as of \_\_\_\_\_, 2008 (the "date of the Agreement"), is made and entered into by and between the City of Frisco, Texas, a municipal corporation ("Frisco") and Balijeet K. Jawanda and Duljit S. Hundle (collectively the "Owner").

**WHEREAS**, Owner owns 2.159 acres, more or less, being Lot 1, Block A, situated in the A.S. Young Survey, Abstract No. 1037, Collin County, Texas and adjacent to Westridge Boulevard, as more particularly described and depicted on Exhibit "A," attached hereto and incorporated herein for all purposes (the "Property"); and

**WHEREAS**, Frisco and Owner entered into that certain Annexation Agreement, including the Property, dated October 13, 2006, which agreement is attached hereto and incorporated herein for all purposes; and

**WHEREAS**, Frisco has quantified estimates for the construction of certain public infrastructure improvements to Westridge Addition, Lot 1, Block A ("Westridge Addition Lot 1, Block A Improvements"), including without limitation, waterline improvements, sanitary sewer improvements, storm drainage improvements, and paving improvements alongside Westridge Boulevard adjacent to the Property (the "Project"); and

**WHEREAS**, Owner has in conjunction with the construction of the Project and based on the direct benefit to the Property, requested the construction of a twelve-inch (12") waterline for approximately three hundred fifteen linear feet (315') (the "Waterline Improvements"); and

**WHEREAS**, Owner has in conjunction with the construction of the Project and based on the direct benefit to the Property, requested the construction of an eight-inch (8") sanitary sewer line for approximately three hundred fifteen linear feet (315'), and the construction of one (1) forty-eight inch (48") diameter manhole (the "Sanitary Sewer Improvements"); and

**WHEREAS**, Owner has in conjunction with the construction of the Project and based on the direct benefit to the Property, requested the construction of twenty four inch (24") reinforced concrete storm drainage piping for approximately three hundred fifteen linear feet (315'), and one (1) at-grade storm drainage inlet being ten linear feet (10') wide (the "Storm Drainage Improvements"); and

DEVELOPMENT AGREEMENT

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(Westridge Addition Lot 1, Block A Public Improvements)

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**WHEREAS**, Owner has in conjunction with the construction of the Project and based on the direct benefit to the Property, requested the construction of twenty five feet (25') wide pavement, back of curb to back of curb for approximately three hundred fifteen linear feet (315') (the "Paving Improvements"); and

**WHEREAS**, in consideration for the construction of the Waterline Improvements, the Sanitary Sewer Improvements, the Storm Drainage Improvements and the Paving Improvements at the location desired by Owner, Frisco requires Owner to place the construction costs for the Waterline Improvements, the Sanitary Sewer Improvements, the Storm Drainage Improvements, and the Paving Improvements in escrow as hereinafter set forth; and

**WHEREAS**, Frisco has investigated and determined that it would be advantageous and beneficial to Frisco and its citizens to participate in the construction of the Project as provided herein; and

**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, Frisco and Owner agree as follows:

1. **Description of Project**. The Project consists of the construction of certain improvements to Westridge Addition Lot 1, Block A, including without limitation, the Waterline Improvements, as more particularly described on Exhibit "B," the Sanitary Sewer Improvements, as more particularly described on Exhibit "C," the Storm Drainage Improvements, as more particularly described on Exhibit "D," and the Paving Improvements, as more particularly described on Exhibit "E." Exhibits "B-E" are attached hereto and incorporated herein for all purposes.

2. **Land Subject to Agreement**. The land that is the subject of this Agreement is the Property. Owner represents it is the sole owner of the Property.

3. **Construction of Project**. Frisco will construct the Project, and Frisco has provided Owner with the estimate of the costs to construct the Waterline Improvements, the Sanitary Sewer Improvements, the Storm Drainage Improvements and the Paving Improvements, which amount is anticipated to be Two Hundred Fourteen Thousand Five Hundred Sixty-Nine and 00/100 Dollars (\$214,569.00), as more particularly described in Exhibit B, Exhibit C, Exhibit D and Exhibit E, all of which are attached hereto and incorporated herein for all purposes (the "Westridge Addition Lot 1, Block A Public Improvements Estimated Construction Costs"). The phrase "construction costs" as used herein shall mean the actual construction costs associated with the Project. The parties hereto acknowledge and agree that Frisco is making no representation and/or warranty as to when the Project will be commenced and/or completed. In this connection, the parties acknowledge and agree that the Project construction schedule shall be solely determined by Frisco.

4. **Owner's Payment of the Project Estimated Construction Costs**. Within fifteen (15) calendar days of the execution of this Agreement, Owner will pay into an escrow account, at the location solely determined by Frisco, funds equal to the Westridge Addition Lot 1, Block A Public Improvements Estimated Construction Costs (the "Escrow Funds"). The

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(Westridge Addition Lot 1, Block A Public Improvements)

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Escrow Funds will be available to Frisco to pay for the construction costs associated with the Project, and Frisco shall, in its sole discretion, be entitled to use, at any time, all or a portion of the Escrow Funds in connection with the construction of the Project. Frisco shall further be entitled to, as its sole property, any and all interest earned on the Escrow Funds, and Owner hereby waives and relinquishes any and all rights or claim to interest earned, if any, on the Escrow Funds. In addition, if any amount of the Escrow Funds remains in the account after Frisco has issued a final letter of acceptance for the construction of the Project, including but not limited to the Waterline Improvements, the Sanitary Sewer Improvements, the Storm Drainage Improvements and the Paving Improvements, and paid all of the construction costs associated with the Project, as solely determined by Frisco ("Remaining Escrow Funds"), Owner shall be entitled to, as its sole property, the Remaining Escrow Funds. Frisco may, in its sole discretion, utilize the interest earned on the Escrow Funds, if any, for any purpose.

5. **Default.** In the event Owner fails to comply with any of the provisions of this Agreement, Frisco shall have the following remedies in addition to Frisco's other rights and remedies, at law or in equity:

- (a) to refuse to issue any and all building permits for the Property; and/or
- (b) to, without notice or any other action of Frisco, immediately revoke any and all building permits issued, and any construction and/or development of the Property shall immediately cease; and/or
- (c) to, without notice or any other action of Frisco, immediately revoke any and all certificates of occupancy issued for the Property; and/or
- (d) to file this instrument in the Land Records of Collin County as a lien and/or encumbrance against the Owner and/or the Property; and/or
- (e) to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property; and/or
- (f) to refuse to finally accept the Property and/or any portion thereof; and/or
- (g) to immediately, without further notice to Owner, cease any and all design and/or construction of the Waterline Improvements, and/or the Sanitary Sewer Improvements, and/or the Storm Drainage Improvements, and/or the Paving Improvements; and/or
- (h) to seek specific enforcement of this Agreement.

In the event City fails to comply with the terms and conditions of this Agreement, Owner may seek specific enforcement of this Agreement as its sole and exclusive remedy.

6. **Limitation of Liability.** Notwithstanding anything to the contrary herein, the parties agree and acknowledge that City shall not, under any circumstance, be required to tender,

DEVELOPMENT AGREEMENT

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(Westridge Addition Lot 1, Block A Public Improvements)

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and/or be liable to Owner for, any reimbursement of and/or payment of any monies with regard to the matters set forth herein, save and except as provided in Paragraphs 3 and 4 above.

7. **Covenant Running with the Land.** This Agreement shall be a covenant running with the land and the Property and shall be binding upon the Owner, its officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees. In addition the parties shall cause this Agreement to be filed in the Land Records of Collin County.

8. **Limitations of Agreement.** The parties hereto acknowledge this Agreement is limited to the Waterline Improvements, the Sanitary Sewer Improvements, the Storm Drainage Improvements, and the Paving Improvements only. Frisco Ordinances covering property taxes, utility rates and fees, park dedication, perimeter streets, pro rata fees, any and all impact fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Owner to Frisco under any ordinance whether now existing or in the future arising.

9. **Notice.** Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Frisco, to:

City of Frisco  
Attention: Director of Engineering Services  
6101 Frisco Square Boulevard, 3<sup>rd</sup> Floor East  
Frisco, Texas 75034  
Telephone: (972) 292-5400  
Facsimile: (972) 731-4945

With a copy to:

Abernathy, Roeder, Boyd & Joplin, P.C.  
Attention: Rebecca Brewer  
1700 Redbud, Suite 300  
McKinney, Texas 75069  
Telephone: (214) 544-4000  
Facsimile: (214) 544-4040

If to Owner, to:

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**DEVELOPMENT AGREEMENT**

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(Westridge Addition Lot 1, Block A Public Improvements)

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Baljeet K. Jawanda and Daljit S. Hindle  
4588 Pembroke Court  
Plano, Texas 75024  
Telephone: (972) 618-7319  
Facsimile: (972)

**10. PARTIES' ACKNOWLEDGEMENT OF FRISCO'S COMPLIANCE WITH  
FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL,  
STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS / OWNER'S WAIVER AND  
RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

**(A) OWNER ACKNOWLEDGES AND AGREES THAT:**

**(I) THE WATERLINE IMPROVEMENTS, THE SANITARY SEWER  
IMPROVEMENTS, THE STORM DRAINAGE IMPROVEMENTS  
AND THE PAVING IMPROVEMENTS TO BE CONSTRUCTED  
AND PAID FOR BY OWNER, IN WHOLE OR IN PART, DO NOT  
CONSTITUTE A:**

- (A) TAKING UNDER THE TEXAS OR UNITED STATES  
CONSTITUTION;**
- (B) VIOLATION OF THE TEXAS WATER CODE, AS IT  
EXISTS OR MAY BE AMENDED;**
- (C) NUISANCE; AND/OR**
- (D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT  
AGAINST CITY FOR A VIOLATION OF ANY FEDERAL  
AND/OR STATE CONSTITUTION, STATUTE AND/OR  
CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL  
ORDINANCE, RULE AND/OR REGULATION.**

**(II) THE AMOUNT OF OWNER'S FINANCIAL OR  
INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL  
CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS,  
IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY  
PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S  
DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.**

**(III) OWNER HEREBY AGREES THAT ANY PROPERTY WHICH IT  
CONVEYS TO CITY PURSUANT TO THIS AGREEMENT IS  
ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY  
OWNER FOR SUCH LAND, AND OWNER HEREBY WAIVES ANY  
CLAIM THEREFORE THAT IT MAY HAVE. OWNER FURTHER  
ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES**

**DEVELOPMENT AGREEMENT**

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(Westridge Addition Lot 1, Block A Public Improvements)

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TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY CITY RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF OWNER'S ADJACENT PROPERTY ON CITY'S INFRASTRUCTURE. DEVELOPER AND CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(IV) OWNER SHALL INDEMNIFY AND HOLD HARMLESS CITY FROM ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO OWNERS' RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, AND/OR TRUSTEES, BROUGHT PURSUANT TO THIS PARAGAPH.

(B) OWNER RELEASES CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

(C) OWNER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST CITY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE, AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

(D) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Vested Rights / Chapter 245 Waiver. The signatories hereto shall be subject to all ordinances of Frisco, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code and nothing in this Agreement provides Frisco with fair notice of any project of the Owner. OWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE

DEVELOPMENT AGREEMENT

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(Westridge Addition Lot 1, Block A Public Improvements)

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**TEXAS LOCAL GOVERNMENT CODE UNDER THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. **Attorney's Fees.** In any legal proceeding brought to enforce the terms of this Agreement, including but not limited to, a proceeding brought pursuant to Paragraphs 5, 10 and 11 above, the prevailing party may recover its reasonable and necessary attorney's fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

13. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of the Owner.

14. **Owner's Warranties / Representations.** All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to City under this Agreement shall be considered to have been relied upon by City and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by City or on City's behalf.

15. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

16. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

17. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

18. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

19. **Authority to Execute.** This individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

20. **Savings / Severability.** In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect,

DEVELOPMENT AGREEMENT

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(Westridge Addition Lot 1, Block A Public Improvements)

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such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

22. **Sovereign Immunity.** The parties agree that Frisco has not waived its sovereign immunity by entering into and performing its obligations under this Agreement, except as to Chapter 271, Subchapter I of the Local Government Code.

23. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

24. **Assignment / Binding Effect.** This Agreement is assignable upon the following conditions:

(a) the assignment of the Agreement must be evidenced by a recordable document. The recordable document referred to in this paragraph is subject to the reasonable approval of Frisco;

(b) at the time of assignment, Owner must give the assignee written notice that any and all obligations, covenants and/or conditions contained in the Agreement will be assumed solely and completely by the assignee. The notice provided pursuant to this paragraph is subject to the reasonable approval of Frisco;

(c) Owner will file any approved, executed assignments in the Land Records of Collin County, Texas; and

(d) Owner shall provide Frisco with the name, address, phone number, fax number and the name of a contact person for the assignee.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, directors, partners, employees, representatives, agents, vendors, grantees, and/or trustees, heirs, executors, administrators, legal representatives, successors and assigns, as authorized herein.

25. **Indemnification.** The parties agree that the Indemnity provisions set forth in Paragraph 10 herein are conspicuous, and the parties have read and understood the same.

26. **Construction.** All construction described herein shall be subject to and in compliance with all ordinances of City, whether now or existing, hereafter amended or in the

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DEVELOPMENT AGREEMENT

Page 8 of 22

(Westridge Addition Lot 1, Block A Public Improvements)

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future arising. Evidence of any bonds required by Section 212.073 of the Texas Local Government Code, or other applicable law, shall be provided by Owner to City.

27. **Conveyances.** All conveyances required herein shall be made in a form acceptable to City and free and clear of any and all encumbrances.

28. **Waiver.** Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

29. **References to Owner.** When referring to "Owner" herein, this Agreement shall refer to and be binding upon Owner, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees, vendors, grantees and/or trustees.

30. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

**IN WITNESS WHEREOF,** the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

**CITY:**

CITY OF FRISCO, TEXAS

By: George Purefoy  
George Purefoy, City Manager

**OWNERS:**

BALJEET K. JAWANDA AND DALJIT S. HUNDLE

By: Baljeet K. Jawanda  
Baljeet K. Jawanda, Individually  
By: Daljit S. Hundle  
Daljit S. Hundle, Individually

**DEVELOPMENT AGREEMENT**

(Westridge Addition Lot 1, Block A Public Improvements)

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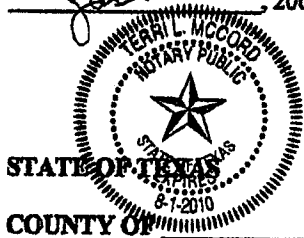
Page 9 of 22

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy**, City Manager of the City of Frisco, Texas, being the person whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **City of Frisco, Texas**, and he executed said instrument for the purposes and consideration therein expressed.

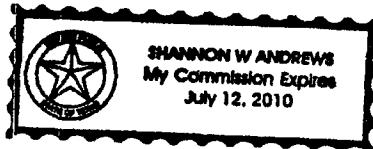
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of Jan, 2008.



Terril L. McCord  
Notary Public in and for the State of Texas  
My Commission Expires: 8/1/10

BEFORE ME, the undersigned authority, on this day personally appeared **Baljeet K. Jawanda**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he has executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of January, 2008.



[Signature]  
Notary Public in and for the State of Texas  
My Commission Expires: 7/12/2010

DEVELOPMENT AGREEMENT

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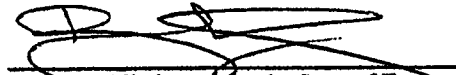
(Westridge Addition Lot 1, Block A Public Improvements)

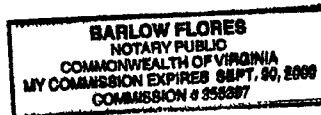
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VA  
STATE OF ~~TEXAS~~ §  
COUNTY OF Fairfax §  
§

BEFORE ME, the undersigned authority, on this day personally appeared **Daljit S. Hundle**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she has executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of January, 2008

  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_



DEVELOPMENT AGREEMENT

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(Westridge Addition Lot 1, Block A Public Improvements)

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

[Two (2) Pages Attached]

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**DEVELOPMENT AGREEMENT**

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(Westridge Addition Lot 1, Block A Public Improvements)

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## LEGAL DESCRIPTION

### WESTRIDGE ADDITION LOT 1, BLOCK A

**WHEREAS** Baljeet K. Jawanda and Daljits S. Hundle are the owners of a tract or parcel of land situated in the City of Frisco, Collin County, Texas, being part of the A.S. Young Survey Abstract Number 1037, being all of that tract of land described in deed to said Baljeet K. Jawanda and Daljits S. Hundle recorded in Volume 5912, Page 6577 of the Deed Records of Collin County, Texas (D.R.C.C.T.) and being more particularly described as follows:

**BEGINNING** at a 1/2 inch Iron rod with red plastic cap found for corner in the easterly monumented line of Blaise Drive, said corner being the southeast corner of said Jawanda/Hundle tract, same being the northwest corner of a tract of land described by deed to John Barch and wife, Jana K. Barch recorded in Volume 5723, Page 4783, D.R.C.C.T.;

**THENCE** North 00°02'07" East, along said easterly monumented line of Blaise Drive, a distance of 50.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set for corner (hereinafter referred to as 1/2" iron rod set), said corner being the southwest corner of the remainder of a tract of land described by deed to William A. Mains and Paula L. Mains recorded in Volume 1024, Page 753, D.R.C.C.T.;

**THENCE** North 89°57'25" East, along the common line between said Jawanda/Hundle and Mains tracts, a distance of 190.81' to a 1/2" iron rod set for corner;

**THENCE** North 02°55'18" East, continuing along said common line, a distance of 284.86' to a 1/2" iron rod set for corner, said corner bears South 02°55'18" West, a distance of 70.10' from the southerly right-of-way line of Westridge Boulevard (a 60' right-of-way);

**THENCE** over and across said Jawanda/Hundle tract, the following courses and distances:

North 89°52'06" East, a distance of 3.73' to a 1/2" iron rod set for an angle point;

North 85°55'23" East, a distance of 145.34' to a 1/2" iron rod set for an angle point;

North 89°52'06" East, a distance of 132.53' to a 1/2" iron rod set for an angle point;

North 89°52'12" East, a distance of 22.78' to a 1/2" iron rod set for corner;

South 00°02'35" East, a distance of 274.95' to a 1/2" iron rod set for corner in the northerly line of said Barch tract, same being in the southerly line of said Jawanda/Hundle tract;

**THENCE** South 89°57'25" West, along the common line between said Jawanda/Hundle and Barch tracts, a distance of 505.82' to the POINT OF BEGINNING and containing 2.159 acres of land, more or less.

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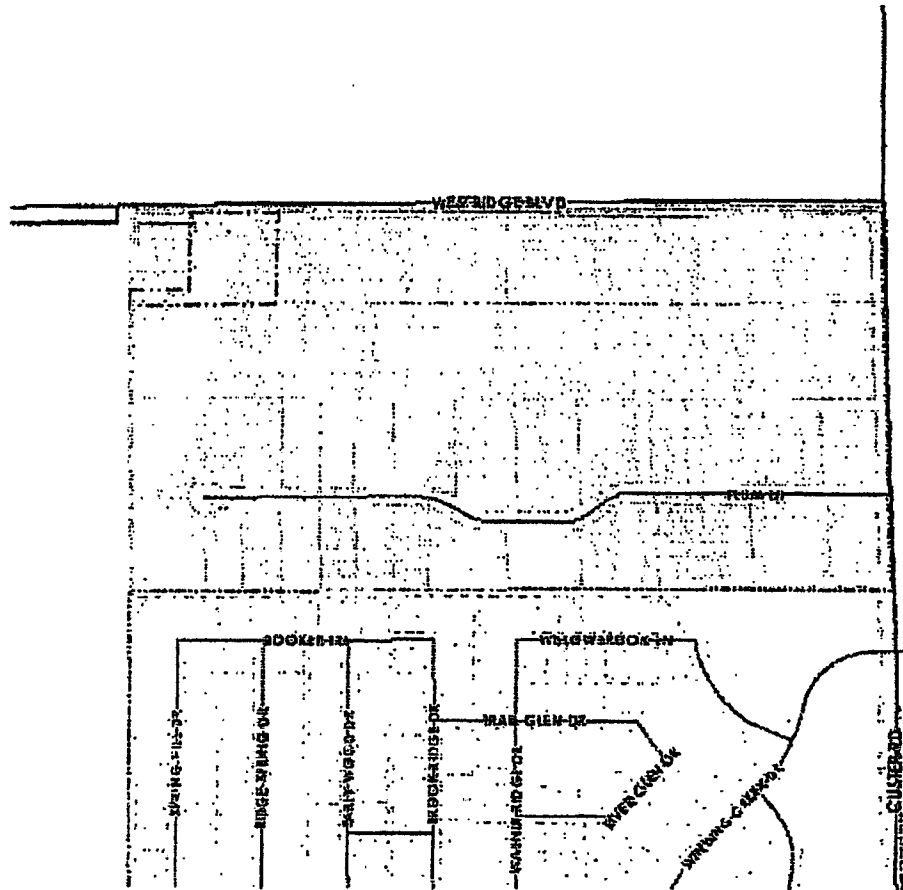
#### DEVELOPMENT AGREEMENT

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(Westridge Addition Lot 1, Block A Public Improvements)

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# WESTRIDGE ADDITION LOT 1, BLKA, LOCATION MAP



## DEVELOPMENT AGREEMENT

(Westridge Addition Lot 1, Block A Public Improvements)

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**EXHIBIT "B"**  
**PUBLIC WATERLINE IMPROVEMENTS**  
**ENGINEER'S OPINION OF PROBABLE**  
**DESIGN AND CONSTRUCTION COSTS**

[Solo Page Attached]

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DEVELOPMENT AGREEMENT

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(Westridge Addition Lot 1, Block A Public Improvements)

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**Engineer's Opinion of Probable Design and Construction Cost**

**Waterline Improvements**

Westridge Boulevard along Westridge Addition Lot 1, Block A

Item	Description	U/M	Qty.	Unit Cost	Total Cost
	<b><u>Construction</u></b>				
WC1	12" Waterline	LF	315	\$ 47.00	\$ 14,805.00
WC2	Valve	EA	1	\$ 1,600.00	\$ 1,600.00
WC3	Tie In	EA	1	\$ 2,000.00	\$ 2,000.00
WC4	Fittings	TN	0.44	\$ 5,000.00	\$ 2,200.00
WC5	Trench Safety	LF	315	\$ 1.00	\$ 315.00
WC6	Testing & Disinfection	LS	1	\$ 1,000.00	\$ 1,000.00
WC7	Construction Contingency	PCT	21,920	15%	\$ 3,288.00
	<b><u>Subtotal - Construction</u></b>				<b>\$ 25,208.00</b>
	<b><u>Engineering</u></b>				
WE1	Engineering	EA	25,208	8%	\$ 2,017.00
	<b><u>Subtotal - Engineering</u></b>				<b>\$ 2,017.00</b>
	<b><u>Right-of-Way</u></b>				
WR1	Right-of-Way (15' Width)	SF	—	\$ 5.00	\$ —
	<b><u>Subtotal - Right-of-Way</u></b>				<b>\$ —</b>
<b><u>Total Project, Estimated Cost</u></b>					<b>\$ 27,225.00</b>

**DEVELOPMENT AGREEMENT**

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(Westridge Addition Lot 1, Block A Public Improvements)

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**EXHIBIT "C"**  
**PUBLIC SANITARY SEWER IMPROVEMENTS**  
**ENGINEER'S OPINION OF PROBABLE**  
**DESIGN AND CONSTRUCTION COSTS**

[Solo Page Attached]

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**DEVELOPMENT AGREEMENT**

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(Westridge Addition Lot 1, Block A Public Improvements)

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**Engineer's Opinion of Probable Design and Construction Cost**

**Public Sanitary Sewer Improvements  
Westridge Boulevard along Westridge Addition Lot 1, Block A**

Item	Description	U/M	Qty.	Unit Cost	Total Cost
	<b><u>Construction</u></b>				
WWC1	8" Sewer Pipe	LF	315	\$ 34.00	\$ 10,710.00
WWC2	48" Manhole	EA	1	\$ 3,200.00	\$ 3,200.00
WWC3	Trench Safety	LF	315	\$ 2.00	\$ 630.00
WWC4	Staking	LS	1	\$ 300.00	\$ 300.00
WWC5	Testing	LS	1	\$ 500.00	\$ 500.00
WWC6	Construction Contingency	PCT	15,340	15%	\$ 2,301.00
	<b><u>Subtotal - Construction</u></b>				<b>\$ 17,641.00</b>
	<b><u>Engineering</u></b>				
WWE1	Engineering	EA	17,641	8%	\$ 1,411.00
	<b><u>Subtotal - Engineering</u></b>				<b>\$ 1,411.00</b>
SSR1	<b><u>Right-of-Way</u></b>				
	Right-of-Way (15' Width)	SF	--	\$ 5.00	\$ --
	<b><u>Subtotal - Right-of-Way</u></b>				<b>\$ --</b>
	<b><u>Total Project, Estimated Cost</u></b>				<b>\$ 19,052.00</b>

**DEVELOPMENT AGREEMENT**

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(Westridge Addition Lot 1, Block A Public Improvements)

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**EXHIBIT "D"**  
**PUBLIC STORM DRAINAGE IMPROVEMENTS**  
**ENGINEER'S OPINION OF PROBABLE**  
**DESIGN AND CONSTRUCTION COSTS**

[Solo Page Attached]

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**DEVELOPMENT AGREEMENT**

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(Westridge Addition Lot 1, Block A Public Improvements)

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# **Engineer's Opinion of Probable Design and Construction Cost**

## **Public Storm Drainage Improvements Westridge Boulevard along Westridge Addition, Lot 1, Block A**

Item	Description	U/M	Qty.	Unit Cost	Total Cost
	<b><u>Construction</u></b>				
SDC1	24" Storm Drainage Line	LF	315	\$ 52.00	\$ 16,380.00
SDC2	10' Inlets	EA	1	\$ 2,400.00	\$ 2,400.00
SDC3	Trench Safety	EA	315	\$ 1.00	\$ 315.00
SDC4	Staking	EA	1	\$ 300.00	\$ 300.00
SDC5	Testing	LS	1	\$ 300.00	\$ 300.00
SDC6	Construction Contingency	PCT	19,695	15%	\$ 2,954.00
	<b><u>Subtotal - Construction</u></b>				<b>\$ 22,849.00</b>
	<b><u>Engineering</u></b>				
SDE1	Engineering	EA	22,649	8%	\$ 1,812.00
	<b><u>Subtotal - Engineering</u></b>				<b>\$ 1,812.00</b>
SDR1	<b><u>Right-of-Way</u></b>				
	Right-of-Way (15' Width)	SF	--	\$ 5.00	\$ --
	<b><u>Subtotal - Right-of-Way</u></b>				<b>\$ --</b>
	<b><u>Total Project, Estimated Cost</u></b>				<b>\$ 24,461.00</b>

DEVELOPMENT AGREEMENT

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(Westridge Addition Lot 1, Block A Public Improvements)

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**EXHIBIT "E"**  
**PUBLIC PAVING IMPROVEMENTS**  
**ENGINEER'S OPINION OF PROBABLE**  
**DESIGN AND CONSTRUCTION COSTS**

[Solo Page Attached]

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DEVELOPMENT AGREEMENT

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(Westridge Addition Lot 1, Block A Public Improvements)

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# **Engineer's Opinion of Probable Design and Construction Cost**

## **Public Paving Improvements** **Westridge Boulevard along Westridge Addition, Lot 1, Block A**

Item	Description	U/M	Qty.	Unit Cost	Total Cost
	<b><u>Construction</u></b>				
P1	Lime Treated Subgrade	SY	1,568	\$ 2.00	\$ 3,136.00
P2	Hydrated Lime	TN	28	\$ 90.00	\$ 2,520.00
P3	8" RCC Pavement	SY	1,394	\$ 35.00	\$ 48,790.00
P4	6" Mono Concrete Curb	LF	729	\$ Included	\$ Included
P5	5' Sidewalk	SF	1,525	\$ 4.00	\$ 6,100.00
P6	Excavation	CY	130	\$ 9.00	\$ 1,170.00
P7	Stripping / Finish Grade	SY	1,568	\$ 1.00	\$ 1,568.00
P8	SWPPP	EA	1	\$ 1,000.00	\$ 1,000.00
P9	Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00
P10	Right Turn Lane	EA	2	\$ 25,000.00	\$ 50,000.00
P11	Construction Contingency	PCT	115,784	15%	\$ 17,368.00
	<b><u>Subtotal - Construction</u></b>				<b>\$ 133,152.00</b>
	<b><u>Engineering</u></b>				
PE1	Engineering	EA	133,152	8%	\$ 10,679.00
	<b><u>Subtotal - Engineering</u></b>				<b>\$ 10,679.00</b>
PR1	<b><u>Right-of-Way</u></b>				
	Right-of-Way (15' Width)	SF	--	\$ 5.00	\$ --
	<b><u>Subtotal - Right-of-Way</u></b>				<b>\$ --</b>
	<b><u>Total Project, Estimated Cost</u></b>				<b>\$ 143,831.00</b>

DEVELOPMENT AGREEMENT

(Westridge Addition Lot 1, Block A Public Improvements)

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Filed and Recorded  
Official Public Records  
Stacey Kemp  
Collin County, TEXAS  
04/18/2008 03:58:09 PM  
\$104.00 DLAIRD  
20000418000469170



*Stacey Kemp*

# **EXHIBIT “E”**



FOR OFFICE USE ONLY			
Account#	Deposit	Admin Fee	E-Billing <input type="checkbox"/>

## Commercial Water Application

Business Name: Ker-Seva Ltd.

Phone: 469-222-8885

Office

Office

Accounts Payable

E-mail: jastinderjawanda@yahoo.com

Requested By: Jastinder Jawanda

Phone: 469-222-8885

☐ PLEASE SIGN ME UP FOR E-BILLING. I UNDERSTAND THAT I WILL NOT RECEIVE A PAPER STATEMENT.

**NEW SERVICE REQUIRED:** New Service ☒ (Complete Section A below & include copy of Driver's License)

Disconnect Service ☐ (Complete Section B below)


SECTION A

Service Address:	<u>9331 Westridge Blvd., McKinney, TX 75070</u>		
	Street	City/State	Zip Code
Billing Address:	<u>10247 Warren Parkway, Frisco, TX 75035-6075</u>		
	Street	City/State	Zip Code
Tax ID:	<u>205534220</u>		
Date to Connect (Normal Business Day):	<u>November 12, 2015</u>		
<small>**The City of Frisco will bill you a \$1,100.00 deposit on each account which will be refunded after 24 months of good service history or upon disconnection of service. ***The City of Frisco will bill you a \$20.00 non-refundable Administrative fee on each account. A 24-hour notice is required for all new service accounts.</small>			

SECTION B

Service Address:	<u></u>		
	Street	City/State	Zip Code
Forwarding Address:	<u></u>		
	Street	City/State	Zip Code
Date to Disconnect (Normal Business Day):	<u></u>		

- Each account is billed for water and sewer charges. For rate information, visit the
- If you are continuing services at a commercial location, your property may already have waste services. For information about your property's waste services or to amend the existing waste services, please contact Environmental Services at (972)-292-5900.
- Waste equipment will be removed when water services is disconnected.

  
SIGNATURE OF CUSTOMER

November 6, 2015

DATE

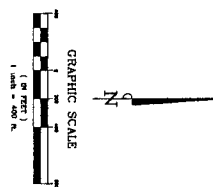
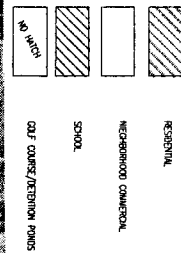
If a Delinquent Account will be sent to a Collection Agency

Phone: **972-292-5575**

Fax: **(972) 292-5585**

E-mail: **utilitybilling@friscotexas.gov**

# **EXHIBIT “F”**

[illegible]

## SANITARY SEWER BASIN STUDY

## WEST RIDGE



**SANCHEZ**  
& Associates

87

87



**SANCHEZ**  
& Associates

# **EXHIBIT “G”**



Cc: Isabel Ford, Public Utility Commission Consumer Protection Division  
Diane Wetherbee, Abernathy, Roeder, Boyd & Joplin, P.C. Law Firm  
Amy Mathews, CITY OF FRISCO; Planning Manager

## **SECTION 7: SPECIAL EXTRATERRITORIAL JURISDICTION POLICIES & REGULATIONS**

### **SECTION 7.01 GENERAL POLICIES IN THE EXTRATERRITORIAL JURISDICTION (ETJ)**

- (a) **Application of Requirements.** Unless otherwise stated within this Subdivision Ordinance, all standards, specifications and regulations shall apply to development within the City's extra-territorial jurisdiction (ETJ).
- (b) **Extension of Services.** Given that land proposed for development in the City's ETJ must be served adequately by essential public facilities and services, including those related to adequate water distribution, wastewater collection and treatment, streets, pedestrian circulation, storm drainage conveyance, and park and recreational facilities, the following policies for the provision of infrastructure services into the City's ETJ shall apply:
  - (1) It is in the City's best interest to encourage development in areas adjacent to compatible development already receiving City services, and particularly where those services have excess capacity.
  - (2) It is in the City's best interest to discourage development in remote areas as well as those areas that exhibit environmental hazards.
  - (3) It is in the City's best interest to annex areas that:
    - a. Need to be protected in order to prevent or reduce flood damage in existing urban areas;
    - b. Possess unique physical characteristics;
    - c. Have requested City services; or
    - d. Minimize the City's fiscal liability.
  - (4) It is in the City's best interest to withhold all water and sewer extensions outside the City's limits except in instances where the extension will serve a large-volume user(s) who has agreed in writing to annexation at a predetermined date, and who has demonstrated that a significant community benefit will accrue to the City if it provides such service outside the City's limits, and where no significant fiscal liabilities will be incurred by the City.
  - (5) It is in the City's best interest to provide services, other than water and wastewater service, to individual users beyond the City's limits:
    - a. Upon request and under contracts or cost-sharing arrangements that minimize future City fiscal liability;
    - b. Upon request and under contracts or cost-sharing arrangements that encourage compact development;

- c. Upon request and under contracts or cost-sharing arrangements that ensure compliance with City subdivision, building, electrical, plumbing and fire codes; and
  - d. When it is not in the City's best interest to annex the areas to be served.
- (6) The City shall therefore provide for extension of public facilities and services only under the following circumstances:
- a. Such extension is part of an annexation agreement that provides for development consistent with established City objectives and policies, such as the Comprehensive Plan;
  - b. Such extension allows the City to retain its right under State law to annex the property in the future;
  - c. The quality of the development that is occurring is consistent with City standards (if applicable);
  - d. The use or development offers significant public benefits to the City; and
  - e. The proposed development and land uses comply with City Building and Fire Codes (as agreed to in an annexation agreement with the City).
- (c) **Design and Construction Standards for Public Improvements in the City's Extraterritorial Jurisdiction (ETJ).** All public improvements constructed in conjunction with a new development in the City's ETJ shall be designed, engineered and constructed in accordance with the City's standards as set forth in the *Engineering Standards*, and all other applicable City master plans (e.g., water and wastewater master plans, master storm drainage plans, the *Comprehensive Plan*, etc.).

## SECTION 7.02 COLLIN & DENTON COUNTY REGULATIONS

- (a) **Interlocal Agreements.** The City has executed separate interlocal cooperation agreements as authorized under Chapter 242 of the Texas Local Government Code with both Collin County and Denton County.
- (1) Collin County has assigned to the City its authority to approve plats in the City's ETJ. The agreement also provides for the City to enforce its subdivision regulations, together with specified regulations of Collin County, within the City's ETJ. (For specific responsibilities, see the separate interlocal agreement, Resolution No. 06-02-28R.)
  - (2) Denton County has assigned to the City its authority to approve plats in the City's ETJ. The agreement also provides for the City to enforce its subdivision regulations, together with specified regulations of Denton County, within the City's ETJ. (For specific responsibilities, see the separate interlocal agreement, Resolution No. 02-03-66R.)
- (b) **Conflict of Regulations.** In the event that the subdivision rules and regulations of the applicable County provide a more stringent standard than the City's, then the more stringent County standard shall apply.

**SECTION 7.03 CITY PARTICIPATION IN IMPROVEMENTS IN THE EXTRATERRITORIAL JURISDICTION (ETJ)**

- (a) **Improvements.** The City shall not be required to participate in the cost of any improvements where such improvements required by this Ordinance are outside the corporate limits of the City (i.e., they are within the City's ETJ area).
- (b) **Certificates of Occupancy/Utility Connections.**
  - (1) A Certificate of Occupancy for non-residential and multifamily projects within the City's ETJ shall not be issued until a Letter of Final Acceptance (refer to Section 5.05(d)) has been issued by the City, and a copy of such Letter has been submitted to the Building Official by the developer, unless otherwise authorized by the City Manager or designee.
  - (2) Utility connections for all developments in the City's ETJ shall not be issued until a Letter of Final Acceptance (refer to Section 5.05(d)) has been issued by the City, and a copy of such Letter has been submitted to the Building Official by the developer, unless otherwise authorized by the City Manager.

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## SECTION 8: SUBDIVISION REQUIREMENTS

### SECTION 8.01 GENERAL POLICIES

#### (a) **Conformance to Plans.**

(1) Public Improvements. Proposed public improvements serving new development shall conform to and be properly related to the public facilities elements of the Comprehensive Plan, other adopted master plans for public facilities and services, and applicable capital improvements plans, and shall at a minimum meet the service levels specified in such plans.

(2) All Plats within the City and its ETJ, and corresponding Construction Plans, shall provide for thoroughfares as shown in the Comprehensive Plan. The alignment and right-of-way width of all proposed thoroughfares shall be in general conformance with the Comprehensive Plan. Minor adjustments to thoroughfare alignments may be allowed without amending the *Comprehensive Plan* if the Director of Development Services believes the new alignment meets the spirit and intent of the *Comprehensive Plan* and will not compromise public safety or traffic efficiency. The design and construction of all proposed thoroughfares shall be in conformance with the City's *Engineering Standards*, and shall be subject to approval by the Director of Engineering Services. Such approvals shall be required prior to any Plat approval.

Comprehensive Plan Amendment. If a significantly different roadway alignment or type (from what is shown on the *Comprehensive Plan*) is proposed, then the *Comprehensive Plan* shall be amended prior to any Plat approval. Submission of a Traffic Impact Analysis (TIA) of the proposed amendment by the developer may be required if the Director of Development Services and the Director of Engineering Services determine that such an analysis is necessary to fully assess the impact of the proposal upon the City's overall thoroughfare network.

(3) Water and Wastewater Plans. The design and construction of the water system and wastewater system to serve the development shall be in conformance with the City's master plans for water and wastewater facilities, and with the *Engineering Standards*, and shall be subject to approval by the Director of Engineering Services prior to approval of the Construction Plans and the Final Plat.

(4) Storm Drainage Standards. The design and construction of the storm drainage system to serve the development shall be in conformance with but not limited to the City's master plans for storm water drainage, with the City's Storm Drainage Ordinance, and with the *Engineering Standards*, and shall be subject to approval by the Director of Engineering Services prior to approval of the Construction Plans and the Final Plat.

**(b) Adequate Public Facilities.**

(1) Adequate Services for Areas Proposed for Development. Land proposed for development in the City and in the City's ETJ shall be served adequately by essential public facilities and services, including but not limited to water distribution, wastewater collection and treatment, roadways, pedestrian circulation, storm drainage conveyance, and park and recreational facilities. Land shall not be approved for platting or development until adequate public facilities necessary to serve the development exist or provisions have been made for the facilities, whether the facilities are to be located within the property being developed or offsite.

a. Street Access. A Plat will not be approved unless all of the proposed lots have safe and reliable street access for daily use and emergency purposes.

1. A Plat will not be approved unless all of the proposed lots have direct access to an improved public street (or a public street that will be improved during construction of the proposed development) to the City's minimum design and paving standards, or to an approved public way that is connected to an improved public street.
2. Except for lots which are provided access from an approved cul-de-sac, all lots within a development shall have at least two (2) means of access or approach. Where development phasing or constraints of the land prevent the provision of a second, separate means of access, the City may accept a temporary street connection provided that a second permanent access point can be reasonably anticipated with future development of adjacent properties.
3. For properties situated adjacent to an existing or planned median-divided thoroughfare, at least one (1) of the required access points shall occur at, or through access easement connection to, a median opening. (See Diagram 8.01-1)

b. Water. A Plat will not be approved unless all of the proposed lots are connected to a public water system which is capable of providing adequate water for health and emergency purposes.

1. Except for lots along an approved cul-de-sac, all lots shall be provided service connections from a looped water main providing water flow from two (2) directions or sources.
2. Water service shall be sufficient to meet the fire flow requirements of the proposed development, except where a suitable alternative means of fire protection is approved by the Fire Chief.
3. The City may require the phasing of development and/or improvements to the water system to ensure adequate fire protection.

c. Wastewater. A Plat will not be approved unless all of the proposed lots are served by an approved means of wastewater collection and treatment.

1. The projected wastewater discharge of a proposed development shall not exceed the proposed capacity of the wastewater system.

(2) Location.

- a. Shown on Construction Plans. The location and design of all fire hydrants, all water supply improvements and the boundary lines of special districts, private systems and certified water service areas, indicating all improvements proposed to be served, shall be shown on the Construction Plans.
- b. Extension of Lines. Extension of water lines shall be made along the entire frontage of the development adjacent to a street. If the subdivision is not adjacent to a street, the extension of water lines shall be accomplished in such a manner as to allow convenient future connections to said lines by new subdivisions.
- c. Waiver for Requirement. If new subdivisions will never be constructed beyond a developing subdivision due to physical constraints, the Director of Engineering Services may approve a Minor Waiver for this requirement in accordance with Section 9.01 of this Ordinance prior to action on the Construction Plans or prior to action on any Plat.

(3) Cost of Installation. The cost of installing all water supply improvements to be made by the developer, including off-site improvements, shall be included in the performance guarantees and Improvement Agreement, if applicable (refer to Section 5.04).(4) Cost of Extension. Where the City's water distribution system is not planned to be extended in time to serve a proposed new development, all necessary water facilities to serve such development shall be provided by and at the expense of the developer. If oversizing of a water facility is deemed necessary by the Director of Engineering Services for future developments, then the City may participate in such oversizing costs as part of a Development Agreement.(5) Alternative Water Systems. Developments may be approved with alternative water facilities according to the following criteria:

- a. Water well operation and quality shall meet the minimum requirements of the Texas Commission on Environmental Quality, Collin and Denton Counties, City health ordinances, and all other regulatory agencies, if applicable.
- b. Water wells may not be used for commercial sale of water.
- c. The cost to tie onto the public water system must exceed the certified initial capital cost of a well by twenty-five percent (25%). All costs and engineering designs shall be submitted by a licensed professional engineer. All costs and engineering designs shall be subject to approval by the Director of Engineering Services. If a residence is located within one thousand feet (1,000') of a domestic water supply, that residence must hook up to that service.

(6) Individual Wells.

- a. Within the City's Extraterritorial Jurisdiction (ETJ). Individual wells within the City's ETJ shall be subject to approval by the applicable County health official, and this approval shall be documented by the health official's signature on the water system



statement on the Preliminary and Final Plat. The property owner must submit with the Preliminary and Final Plat applications a certificate from a professional engineer who is registered, or a geoscientist who is licensed, to practice in the State of Texas verifying the adequacy of the proposed well water supply and potability prior to Preliminary Plat and Construction Plans approvals.

- b. Compliance with Other Regulations. Installation, operations and maintenance of individual wells shall comply with City standards, regulations of the Texas Commission on Environmental Quality (TCEQ), and any other applicable County or State rules and regulations. In the event of conflict among these regulations, whichever is the most stringent shall apply.

**(e) Wastewater.**

- (1) Extension of and Connection to the City's Wastewater Collection System. Extension of, and connection to, the City's sanitary sewer system shall be required for all new developments within the City's limits. Extension of, and connection to, the municipal sewer system shall also be required for new developments within the City's ETJ for any proposed development, lot, tract or parcel that is less than one (1) acre in size. The City is not in any way obligated to allow extension of municipal sewers outside the City's limits. The required extension of, and connection to, the municipal sewer system may be waived as a Minor Waiver, in accordance with Section 9.01, by the Director of Engineering Services if the Director of Engineering Services determines that such extension would require unreasonable expenditures and that an on-site wastewater disposal system (see Section 8.02(e)(5)) will function properly and safely.
- (2) Design & Construction. It is the policy of the City to require all wastewater collection lines to have gravity flow. The use of lift stations and force mains is prohibited unless a gravity design is impractical, as determined by the Director of Engineering Services. The location, design and sizing of all wastewater improvements shall be shown on the Construction Plans and are subject to approval by the Director of Engineering Services.
- (3) Cost of Installation. The cost of installing all wastewater improvements to be made by the developer, including off-site improvements, shall be included in the performance guarantees and Improvement Agreement, if applicable (refer to Section 5.04).
- (4) Extension.
  - a. Cost. Where the City's wastewater system is not planned to be extended in time to serve a proposed new development, all necessary wastewater facilities to serve such development shall be provided by and at the expense of the developer. If oversizing of a wastewater facility is deemed necessary by the Director of Engineering Services for future developments, then the City may participate in such oversizing costs as part of a Development Agreement.
  - b. Future Extensions. Pipe stub-outs shall be located in manholes to facilitate the future extension of wastewater lines. The Director of Engineering Services will determine the location and size of the stub-outs.

**(5) On-Site Wastewater Disposal Systems.**

- a. In cases where the Director of Engineering Services determines that extension of, and connection to, the City's sewer system is impractical or not feasible, and where the Director of Engineering Services approves the use of an on-site wastewater disposal system(s), such on-site system(s) shall provide adequate sewage disposal for all lots, tracts, parcels and structures in the development that cannot be connected to the City's sewer system.
- b. All on-site wastewater disposal systems shall be designed, permitted, constructed, operated and maintained in compliance with all applicable local, County and State regulations, and a permit for such system shall be acquired prior to Preliminary Plat and Construction Plans approvals.
- c. On-site wastewater disposal facilities requiring soil absorption systems may be prohibited where such systems will not function properly due to high ground water, flooding, unsuitable soil characteristics, or other topographical or environmental issue.
- d. Each lot, tract, parcel and structure that utilizes an on-site wastewater disposal system shall have a minimum land area of at least one (1) acre.
- e. No portion of any on-site wastewater disposal system shall be constructed within a minimum one hundred and fifty foot (150') radius around any water well either on-site or on other properties.
- f. All properties and structures that are allowed to utilize an on-site wastewater system shall, at the owner's expense or using funds escrowed by the developer (see below), tie onto the City's sanitary sewer system when such municipal system is extended to the service area as determined by the Director of Engineering Services. Such connection to the City's system shall occur within one (1) year after the system is made available to the area. The developer of any new subdivision shall provide escrow funds, the amount of which shall be subject to approval by the Director of Engineering Services, for this future connection to the City's sanitary sewer system.
- g. In order to protect the public health, safety and welfare, an existing on-site wastewater disposal system shall be upgraded, or reconstructed if necessary, to comply with the City's standards by the owner, at the owner's expense, if the operation of the facility does not comply with government regulations or if it causes objectionable odors, unsanitary conditions, pollution, etc.