

## PLAT WORDING - PRIVATE STREETS

### NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. That \_\_\_\_\_ (“Owner”), acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein described property as \_\_\_\_\_, an addition to the City of Plano, Texas (the “City”), and does hereby dedicate to the City: (i) easements for the purposes shown on this plat and for the mutual benefit, use, and accommodation of all public utility entities including the City providing services to the addition created hereby and desiring to use or using the same, and also an easement and right-of-way, under, across, and upon Block \_\_\_\_\_, Lot \_\_\_\_\_ shown hereon for the construction, installation, maintenance, operation, inspection, removal, and reconstruction of the facilities, equipment, and systems of such public utility entities; and (ii) for the use, benefit, and accommodation of the City, an easement and right-of-way, under, across, and upon Block \_\_\_\_\_, Lot \_\_\_\_\_ shown hereon for any purpose related to the exercise of a governmental service or function including, but not limited to, fire and police protection, garbage collection, inspection and code enforcement, and the removal of any vehicle or obstacle that impairs emergency access. Block \_\_\_\_\_, Lot \_\_\_\_\_ and all streets shown hereon are private streets and are not dedicated for use as public streets, or rights-of-way and the public shall have no right to use any portion of such private streets. Owner acknowledges that so long as the streets and related improvements constructed on Block \_\_\_\_\_, Lot \_\_\_\_\_ shown hereon shall remain private, certain City services shall not be provided on said private streets including, but not limited to, street cleaning, routine police patrols, enforcement of traffic and parking ordinances, and preparation of accident reports. Except for private streets and related improvements, no buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, or across the easements dedicated herein. The City and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other prohibited improvements or growths which may in any way endanger or interfere with their respective easements. In addition, the City shall have the right to remove and keep removed any vehicle or obstacle that impairs emergency access to its easement. The City and public utility entities shall at all times have the full right of ingress and egress to and from their respective easements without the necessity at any time of procuring permission from anyone. The use, by the City and public utility entities, of their respective easements shall not unreasonably interfere with the rights of property owners and the homeowners association (the “Association”) in and to Block \_\_\_\_\_, Lot \_\_\_\_\_ shown hereon as set forth in the “Declaration of Covenants, Restrictions, and easements for the \_\_\_\_\_”, dated \_\_\_\_\_, \_\_\_\_\_, recorded in County Clerk No. \_\_\_\_\_, Land Records of Collin County, Texas (the “Declaration”).

2. That the Association agrees to release, indemnify, defend, and hold harmless the City and any governmental entity or public utility entity that owns public improvements within the addition created by this plat (collectively, the “Indemnities”) from and against any claims for damages to the private streets, restricted access gates and entrances, and related appurtenances (collectively, the “Private Streets”) caused by the reasonable use of the Private Streets by the Indemnities. This paragraph 2 does not apply to damages to the Private Streets caused by the design, construction, or maintenance, or any public improvements owned by any of the Indemnities.

3. That the Association agrees to release, indemnify, defend, and hold harmless the Indemnities from and against any claims for damages to property and injury to persons (including death) that arise out of the use of the Private Streets by the Indemnities and that are caused by the failure of the Association to design, construct, or maintain the Private Streets in accordance with City standards. The indemnification contained in this paragraph 3 shall apply regardless of whether a contributing factor to such damages or injury was the negligent acts or omissions of the Indemnities or their respective officers, employees, or agents.

4. That the owner of each lot shown on this plat agrees to release the Indemnities from claims for damages to property and injury to persons (including death) that arise out of the use of the Private Streets by the Indemnities and that are caused by the failure of the Association to design, construct, or maintain the Private Streets in accordance with City standards.

5. That the obligations of the Association and lot owners set forth in paragraphs 2, 3, and 4 above shall immediately and automatically terminate when the streets and other rights-of-way have been dedicated to and accepted by the City.

6. That no improvements shall be constructed or installed in the \_\_\_\_\_ Wall and Wall Maintenance Easement on Block \_\_\_\_\_, Lot \_\_\_\_\_ except for fencing, landscaping, underground drainage pipes, and underground sprinkler system.

7. That if Block \_\_\_\_\_, Lot \_\_\_\_\_ in the future becomes a public street as provided in the Declaration, Owner dedicates to the City a sidewalk easement on the portions of Block \_\_\_\_\_, Lot \_\_\_\_\_ on which a sidewalk is installed connecting the sidewalk on Block \_\_\_\_\_, Lot \_\_\_\_\_ into public sidewalks on \_\_\_\_\_, together with (a) the area lying between such sidewalks and the lot line of Block \_\_\_\_\_, Lot \_\_\_\_\_, and (b) the area lying within two feet of the other side of the sidewalks.

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

WITNESS MY HAND, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

STATE OF TEXAS  
COUNTY OF COLLIN

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 whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose, and consideration therein expressed, as \_\_\_\_\_ a Texas \_\_\_\_\_, in its capacity as \_\_\_\_\_ of \_\_\_\_\_, a Texas limited partnership, on behalf of said partnership.

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

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