

**City of Melissa, Texas  
Plat Dedication Language**

***[INCLUDE THE FOLLOWING DEDICATION LANGUAGE FOR INDIVIDUALS  
(MODIFY APPROPRIATELY TO REFLECT EXACTLY AS SHOWN ON PROPERTY  
DEED):]***

**NOW THEREFORE, KNOW ALL BY THESE PRESENTS:**

That \_\_\_\_\_, the owner [OR INSERT IF A BUSINESS ENTITY ðacting by and through its duly authorized agentö] of the property described in this plat does hereby adopt this plat, designating the property as \_\_\_\_\_ an addition to the City of Melissa, Collin County, Texas and does hereby dedicate, in fee simple and to the public use forever, the streets, roads, avenues, alleys, public areas shown thereon and does further dedicate to the public use forever the easements shown thereon for the purposes indicated. \_\_\_\_\_ does herein certify the following:

1. The streets, roads, avenues and alleys are dedicated for street, road and avenue 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. All easements dedicated by this plat shall be open to, without limitation, all public and private utilities using or desiring to use the same for the purposes dedicated.
5. No building, fence, tree, shrub, or other structure, improvement or growth shall be constructed, reconstructed or placed upon, over or across any easement dedicated by this plat, except that landscape improvements may be placed in landscape easements if approved by the City of Melissa.
6. Provided any private improvements are placed in said rights-of-way, dedications and/or easements, in accordance with all applicable ordinances, rules, and regulations of the City of Melissa, such improvements shall be placed at no risk or obligation to the public and/or the City of Melissa, Collin County, Texas, and the City shall have no responsibility to repair or replace such improvements in, under or over any rights-of-way, dedications and/or easements if they are damaged or destroyed in the utilization of these rights-of-way, dedications and/or easements.
7. 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 publicö and City of Melissaö use thereof.
8. The City of Melissa and any public or private utility shall have the right: (1) to remove and keep removed all or any part of any building, fence, tree, shrub, or other structure, improvement or growth which in any way may endanger or interfere with the construction, reconstruction, maintenance, operation or efficiency of such utility; and (2) of ingress and egress to or from and upon the such easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to, enlarging, or removing all or parts of its operation without the necessity at any time of procuring the permission of anyone.
9. The maintenance of paving on utility easements and fire lanes is the responsibility of the property owner.
10. All utility easements dedicated by this plat shall also include an additional area of working space for construction, reconstruction, additions, enlargements, and maintenance including

such additional area necessary for installation and maintenance of manholes, clean outs, fire hydrants, water services and wastewater services from the main to the curb or pavement line.

11. **FURTHER, THE UNDERSIGNED OWNERS AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF MELISSA, COLLIN COUNTY TEXAS, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SHORT SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF MELISSA, COLLIN COUNTY, TEXAS ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF MELISSA, COLLIN COUNTY, TEXAS, ITS SUCCESSORS OR ASSIGNS.**
12. **THE CITY OF MELISSA, COLLIN COUNTY, TEXAS, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND ITS CONTRACTORS, ARE HEREBY GRANTED A PERPETUAL EASEMENT WITH A RIGHT OF IMMEDIATE ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF STROM DRAINAGE, WATER AND SANITARY SEWER PIPES, MANHOLES AND OTHER UTILITY STRUCTURES OVER, UNDER AND ACROSS THE EASEMENTS SHOWN ON THE FACE OF THE PLAT.**
13. All modifications to this document shall be by means of plat and approved by the City of Melissa.

*[INCLUDE THE FOLLOWING PROVISION IF THE PLAT CONTAINS LANDSCAPE, HARDCAPE, AND/OR IRRIGATED AREAS INSTALLED BY DEVELOPER/MAINTAINED BY HOA/OWNERS IN ROW DEDICATED TO THE CITY OF MELISSA]*

**I. DEPICTION PAGE OF PLAT: NOTE IN THE APPLICABLE AREAS OF THE ROW:**

öROW OWNED BY CITY;  
LANDSCAPE IMPROVEMENTS, OWNED BY CITY, BUT CONSTRUCTED,  
INSTALLED AND MAINTAINED BY OWNER, HOA OR THE OWNERS  
OF THE INDIVIDUAL LOTS CONTAINED WITHIN THIS PLAT, AS APPLICABLEö

**II. DEDICATION PAGE OF PLAT:**

- A. Normal ROW dedication language.
- B. Language for the Landscape Improvements:
  1. The undersigned, any homeownersö association (öHOAö) hereafter established for the owners of lots in this subdivision and/or the owners of the individual lots within this subdivision, as applicable, (individually and collectively, öOwnerö), at its sole cost and expense, has requested and desires to install,

construct and maintain certain landscape and irrigation improvements, including, but not limited to, sod, hardscape features (including, among other things, monument signage and lighting), landscaping, sidewalks and/or irrigation improvements and any and all materials, accessories, labor, equipment and services associated therewith in a portion of the right-of-way of [INSERT NAME OF STREET(S)] ([IF MORE THAN ONE STREET, INSERT collectively, öROWö) as noted on this plat (collectively, öLandscape Improvementsö). The Landscape Improvements shall be constructed in accordance with all ordinances, rules, regulations and requirements of the City of Melissa, as they exist, may be amended or in the future arising. The Landscape Improvements shall be void of above ground utilities unless otherwise approved on the plat.

2. The Landscape Improvements installed and/or constructed in the ROW shall be the sole property of the City of Melissa; provided, however, the City of Melissa shall not, at any time or under any circumstance, be responsible for the installation, construction and/or maintenance (including repair) of the Landscape Improvements. Owner understands and acknowledges that the Landscape Improvements are being installed, constructed and maintained at its sole risk and obligation and that the City of Melissa assumes no risk or obligation with regard to the same.
3. Owner shall maintain the Landscape Improvements, including, but not limited to, maintaining the irrigation equipment in proper working order and all plant material installed in a healthy, vigorous growing condition, replacing any plant materials when and as it becomes damaged, unsightly or dead. Owner will, at its sole cost and expense, provide water for the purpose of sufficiently irrigating the Landscape Improvements. Notwithstanding anything to the contrary herein, Owner shall, at a minimum and at all times, maintain the Landscape Improvements in accordance with all ordinances, rules, regulations and requirements of the City of Melissa, as they exist, may be amended or in the future arising.
4. The City of Melissa may, from time to time, inspect the Landscape Improvements to determine if they are being properly maintained by Owner. If the City of Melissa determines that Owner is not properly maintaining the Landscape Improvements, the City of Melissa will notify Owner, in writing, specifying the deficiencies. If Owner does not remedy such deficiencies within fifteen (15) days of the date of the notice, the City of Melissa will have the option of performing the necessary maintenance work, and Owner shall be liable to the City of Melissa for all costs incurred.
5. The City of Melissa shall have the right, at any time and without notice to Owner, to, among other things: (i) remove, and keep removed, all or any part of the Landscape Improvements, which in any way endanger or interfere, in the City of Melissas sole determination, with the construction, reconstruction, maintenance, operation and/or efficiency of publically owned improvements in the ROW; and/or (ii) construct, reconstruct, inspect, patrol, maintain, add to, increase, enlarge and/or remove all or any portion of the ROW, and, as part of

any of the aforementioned actions, remove, and keep removed, all or any part of the Landscape Improvements which interfere, in the City of Melissa's sole determination, with said actions. The City of Melissa shall not, under any circumstance, be liable to Owner and/ or any other person with regard to the matters set forth in this paragraph.

6. The undersigned covenants and agrees that the construction, installation and maintenance of the Landscape Improvements, as well as, the restrictions herein set forth shall run with the land and be binding on the Owners, their 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 City of Melissa may require any similar or additional restrictions at its sole discretion.
7. The provisions herein relating to the Landscape Improvements may be enforced by specific performance or by any other remedy allowed by law and shall constitute a written agreement between Owner and the City of Melissa, with said agreement being made for substantial consideration, the adequacy and sufficiency of which are forever confessed. Additionally, the provisions herein relating to the Landscape Improvements satisfies the requirement for a written "Median Right-of-Way Landscape and Irrigation Agreement", as set forth in City of Melissa ordinances.

***[INCLUDE THE FOLLOWING PROVISION IF THE PLAT CONTAINS ACCESS EASEMENTS]***

The undersigned covenants and agrees that the access easement(s) may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for the Fire Department, Police and emergency use in along, upon and across said premises, with the right and privilege at all times of the City of Melissa, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

***[INCLUDE THE FOLLOWING PROVISION IF THE PLAT CONTAINS FIRE LANE EASEMENTS]***

The undersigned covenants and agrees that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface paved in accordance with City of Melissa standards and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking, loading, or unloading of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of pavement in accordance to City of Melissa standards of the fire lane easements is the responsibility of the owner, and the owner shall post and maintain signage in accordance to City of Melissa standards in conspicuous places along the fire lanes, stating "Fire Lane, No Parking". The police or his duly authorized representative is hereby

authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

***[INCLUDE THE FOLLOWING PROVISION IF THE PLAT CONTAINS LANDSCAPE EASEMENTS]***

The undersigned covenants and agrees that the landscape easement and restrictions herein set forth shall run with the land and be binding on the owner(s) of the property in this subdivision, their 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 City of Melissa may require any similar or additional restrictions at its sole discretion. The sole responsibility for maintenance and replacement of landscape materials thereon shall be borne by any ~~homeowners~~ association hereafter established for the owners of lots in this subdivision and/or the owners of the individual lots within this subdivision. Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the City of Melissa, as presently in effect or as may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law. This Landscape Easement shall be void of above ground utilities unless otherwise approved on the plat.

***[INCLUDE THE FOLLOWING PROVISION IF THE PLAT CONTAINS VISIBILITY, ACCESS AND MAINTENANCE (VAM) EASEMENTS]***

The area or areas shown on the plat as ~~o~~VAM~~o~~ (Visibility, Access, and Maintenance) Easement(s) are hereby given and granted to the City of Melissa, its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM Easement. The City of Melissa shall have the right, but not the obligation, to maintain all landscaping within the VAM Easement. Should the City of Melissa exercise this maintenance right it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover, structure and/or fixtures. The City of Melissa in its sole discretion may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the property owner(s). No building, fence, shrub, tree or other improvements or growths, which in any way endanger or interfere with the visibility, shall be constructed in, on, over or across the VAM Easement. The City of Melissa shall also have the right, but not the obligation, to add any landscape improvements to the VAM Easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The City of Melissa, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.

***[INCLUDE THE FOLLOWING PROVISION IF THE PLAT CONTAINS A DRAINAGE EASEMENT OR FLOODWAY]:***

This plat is hereby adopted by the Owners and approved by the City of Melissa subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The Portion of Block \_\_\_, as shown on the plat is called ~~o~~Drainage and

Floodway Easementö. The Drainage and Floodway Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Floodway Easement. The City of Melissa will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Drainage and Floodway Easement, as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City of Melissa to consider channelizing or erecting any type of drainage structure in order to improve the storm drainage, then in such event, the City of Melissa shall have the right, but not the obligation, to enter upon the Easement at any point, or points, with all rights of ingress and egress to investigate, survey, or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Floodway Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Melissa 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. In the event that property owners do not properly maintain or repair the Easement in accordance with the City of Melissa laws, the City of Melissa has the right, but not the obligation, to enter upon the Easement at any point, or points, to investigate, survey or to erect, construct, maintain and/or repair any drainage facility, conduct emergency repairs or supervise the work of others deemed necessary, as solely determined by the City of Melissa, for drainage purposes after providing ten (10) days written notice to the property Owners and the failure of the property Owners to undertake such required repairs and/or maintenance and diligent completion of such repairs and/or maintenance. The natural drainage through the Drainage and Floodway Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The property owners shall be liable to the City of Melissa for any costs the City of Melissa incurs as a result of any maintenance or repairs implemented by the City of Melissa. The City of Melissa shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from the failure of any structure or structures, within the Easement, and the owners hereby agree to indemnify and hold harmless the City of Melissa from any such damages and injuries.

***[INCLUDE THE FOLLOWING PROVISION IF THE PLAT CONTAINS A DETENTION AREA]:***

The City of Melissa, Texas shall not be responsible for the maintenance or operation of any detention area designated on this plat or for any damage or injury to property or persons which results from the flow of water along, into or out of those detention areas, or for the control of erosion. The construction, operation, and maintenance of any detention area designated on this plat is controlled by and subject to the provisions of the Code of Ordinances of the City of Melissa, Texas.

***[INCLUDE THE FOLLOWING PROVISION IF THE PLATTED PROPERTY WILL USE ON-SITE SEWAGE FACILITIES]:***

Individual on-site sewage facility designs must be submitted for approval for each lot and built to Texas Commission on Environmental Quality (TCEQ) regulations prior to occupation of the structure.

***[INCLUDE THE FOLLOWING PROVISION IF THE PLATTED PROPERTY IS WHOLLY OR PARTIALLY WITHIN A FLOODPLAIN]:***

The floodway area(s) depicted on this plat is (are) hereby dedicated to the public for use forever for drainage and floodway purposes. The City of Melissa, Collin County, Texas is not responsible for the construction and maintenance of facilities within this (these) drainage area(s). The drainage channels and creeks, as in the case of all natural channels, are subject to stormwater overflow and natural bank erosion to an extent that cannot be definitely defined. The 100 year floodplain area(s) depicted on this plat is (are) hereby dedicated to the public for use forever for open space and trail system purposes. The City of Melissa, Collin County, Texas is not responsible for the construction and maintenance of facilities within this (these) area(s). Development within the 100-year floodplain for purposes other than open space, trail system, parking, and stormwater detention purposes is prohibited, unless other approved in writing by the City of Melissa, Collin County, Texas.

***[INCLUDE THE FOLLOWING OWNER SIGNATURE BLOCK FOR ALL FINAL PLATS (MODIFY APPROPRIATELY TO REFLECT EXACTLY AS SHOWN ON PROPERTY DEED]):***

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

**WITNESS**, my hand at Melissa, Texas this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BY:** \_\_\_\_\_  
**AUTHORIZED SIGNATURE**

**STATE OF TEXAS**                    §  
    §  
**COUNTY OF COLLIN**                §

Before me, the undersigned authority, 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 purposes and consideration and under the authority therein expressed.

**GIVEN** under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public for and in the State of Texas  
My commission expires:\_\_\_\_\_

***INCLUDE THE FOLLOWING SURVEYOR CERTIFICATION FOR ALL FINAL PLATS}:***

**KNOW ALL MEN BY THESE PRESENTS:**

THAT I, \_\_\_\_\_ do hereby certify that I prepared this plat 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 regulations of the City of Melissa, Texas.

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

***INCLUDE THE FOLLOWING CERTIFICATE OF ACCEPTANCE BY THE CITY PLANNING AND ZONING COMMISSION FOR ALL FINAL PLATS}:***

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City Planning and Zoning Commission of the City of Melissa, Texas.

\_\_\_\_\_  
Chairman, Melissa Planning and Zoning Commission

Attest:

\_\_\_\_\_  
Secretary, Melissa Planning and Zoning Commission

***{INCLUDE THE FOLLOWING CERTIFICATE OF ACCEPTANCE BY THE MELISSA CITY COUNCIL FOR ALL FINAL PLATS};***

Accepted by the City Council of the City of Melissa:

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Mayor, City of Melissa

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Date

The undersigned, the City Secretary of the City of Melissa, hereby certifies that the foregoing final plat of \_\_\_\_\_ Subdivision or Addition to the City of Melissa was submitted to the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his Name as hereinabove subscribed.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

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City Secretary, City of Melissa, Texas

*Dedication form for Vacation Plats:*

- The word "VACATED" shall be stamped across the platted area.
- The vacated plat and the new final plat submitted on a property shall be considered at the same time and filed for record at the same time.

*Every plat of a subdivision which is being vacated shall contain the following inscription:*

WHEREAS, \_\_\_\_\_ presented to the City Plan Commission of the City of Melissa, Texas, this plat for approval; and

WHEREAS, at its meeting on \_\_\_\_\_, the City Plan Commission of the City of Melissa, approved this plat;

WHEREAS, this plat was filed for record in the Map and Deed Records of Collin County, Texas, on the \_\_\_\_\_ and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Map Records of Collin County, Texas; and

WHEREAS, \_\_\_\_\_ is the owner in succession of the property described in this plat; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, \_\_\_\_\_, owner of the property described in this plat, does hereby vacate the said plat so that it shall no longer have any force or effect for any purpose.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

{NOTARY SEAL} CERTIFICATION OF VACATION

I, \_\_\_\_\_, Mayor of the City of Melissa, Texas, do hereby certify that this plat originally approved by the Melissa Texas City Council on the \_\_\_\_\_, and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Map and Deed Records of Collin County, Texas, has been presented to the Melissa, Texas City Council for vacation and that the Melissa, Texas City Council on the \_\_\_\_\_, did hereby vacate this plat, so that it shall no longer have any force or affect.

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City Secretary

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Mayor, City of Melissa, Texas