



CITY OF NEW FAIRVIEW
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PRELIMINARY PLAT APPLICATION

General Information

A Preliminary Plat is required for all unplatted tracts when the development involves dedication or construction of streets, drainage ways, or utilities or for all unplatted tracts which do not conform with tract dimensions shown on Wise County or Denton County Appraisal District Maps. Preliminary Plats must be prepared by a Texas-Registered Professional Land Surveyor.

A preliminary plat is neither authorized nor required in the City's extraterritorial jurisdiction, unless expressly authorized by a valid and approved development agreement.

The applicant shall submit a final plat to the City for the entire area for which a preliminary plat has been approved, within nine (9) months of the date of approval or conditional approval of the preliminary plat. If the property owner fails to submit a final plat application within such period, the preliminary plat shall lapse and all further proceedings concerning the subdivision shall terminate. The applicant shall be required to submit a new preliminary plat, as required by this Chapter, subject to all zoning and subdivision standards then in effect.

The Planning and Zoning Commission Meets on the 2nd Monday of every month and on the 4th Monday if required. The City Council meets on the 1st Monday of every month and on the 3rd Monday if required.

Application Instructions:

1. **Staff Review:** The Application for a Preliminary Plat will be first reviewed by City Staff or their development contracted employees for compliance with City codes, regulations and policies. The following items must be submitted to the City Offices as per the Platting Calendar as published on the City of New Fairview's website.
 - A completed application form signed by the property owner.
 - An application fee as established by the City's latest adopted schedule of fees
 - A certificate stating that all City and School Taxes have been paid to date (this is obtainable for the appropriate County Tax Office)
 - 1 digital file of all documents for the preliminary plat submittal. PDF format.

2. **Preliminary Plat Checklist:** The following information is required as part of the Preliminary Plat needed for review.:
 - a. Title Block near lower right corner (includes total acreage and number of lots)
 - b. Identification: The proposed name of the subdivision (which must not be as similar to that of an existing subdivision as to cause confusion) and names of adjacent subdivisions and landowners shall be shown on the plat.

- c. Names, addresses, telephone and email addresses of preparer, applicant, property owner, engineer, surveyor responsible for the preparation of the plat.
- d. The boundary lines and dimensions of the property, existing subdivision lots, available utilities, easements, roadways, sidewalks, emergency access easements, and public rights-of-way.
- e. Signature and seal of Plat preparer to be filled in on final version for approval.
- f. North Indicator, Graphic Scale, Sheet number
- g. Vicinity map at a scale of not more than two hundred (200) feet to the inch for all subdivision exceeding five (5) acres in size or containing ten (10) or more lots. Such sketch or map shall show existing subdivisions, streets, property lines and the recorded names of the owners of the adjoining parcels. It shall also show how the streets and alleys of the proposed subdivision connect or relate to streets and alleys in neighboring subdivisions or undeveloped property and the relationship of the development to existing or proposed major and secondary thoroughfares.
- h. Boundary of the site, with true bearing to the nearest second and distances to nearest hundredth. Exact layout of all arc lengths, radii, deflection angles, chord lengths and bearings, and tangent lengths and bearings.
- i. Metes and Bounds description of the entire property to be platted.
- j. Location, size, and purpose of all easements, including but not limited to utilities, drainage, flowage, and emergency access.
- k. Additional documentation necessary for the dedication or conveyance of easements or rights-of-way as required by the City.
- l. Lot lines with bearings and distances
- m. Block and lot designations
- n. Square feet of street right-of-way to be dedicated to the City of New Fairview
- o. Square feet or acreage of each lot in a table or placed on lots.
- p. Required building setbacks
- q. Location map: A vicinity sketch or key map
- r. Preliminary Water and Sewer Layouts: The plan shall show the proposed location and size of the development's water distribution system and facilities, including valves, fittings, fire hydrants and line sizes. The plan shall also address the requirements for all off-site water lines and/or oversize requirements and shall conform to the City's Water Distribution System Master Plan. The Plan shall show the location of all proposed sanitary sewer collection lines and facilities, including manholes, lift stations and preliminary line sizes. The plan shall also address the requirements of all off-site sanitary sewers and/or oversize requirements and shall conform to the City's Wastewater Collection System Master Plan.
- s. Phasing: If the preliminary plat is to serve for a series of final plats, the phasing lines must be clearly indicated on the drawing. Subsequent final plats must conform to the approved phasing lines. Non-substantive difference in the phase lines may be permitted upon approval by City Staff. However, substantive differences will require an amended preliminary plat to be approved. The measure of what is substantive shall rest totally on the opinion of the City Staff.
- t. Profiles and cross-sections: Profiles and cross-sections sufficient to ascertain that the preliminary plat proposals will function in accordance with the standards of the city.
- u. Zoning information: A designation shall be shown of the proposed uses of land within the subdivision that is, the classified type of residential use by zoning ordinance, location of business or classification of industrial sites by zoning ordinance classification, and sites for churches, schools, parks, or other special uses, and their acreage.

- v. Certificates: The following certifications shall be placed on the preliminary plat:
 - i. Owner's Certificate and Dedication Form as shown on subsequent page.
 - ii. Perpetual Maintenance Agreement as shown on subsequent page.
 - iii. Surveyor' Certification Form

SURVEYOR'S CERTIFICATION (REQUIRED ON ALL PLATS)

This is to certify that I, _____, a registered professional land surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all lot corners, angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me.

Signature	Date
RPLS # _____	

Review for Preliminary Approval:

Signature	Date
Planning & Zoning Commission Chairman	

Approved for Preparation of Final Plat:

Signature	Date
City Administrator, City of New Fairview, Texas	

- w. Subdivider's Statement: A preliminary plat application shall be accompanied by a written statement, signed by the subdivider stating the developer will comply with all the city requirements in the city requirements in the proposed subdivision and all such proposals shall conform to or exceed the standards for such improvements prescribed by the city.
3. Planning and Zoning Commission (P&Z) Review. Staff comments are forwarded to the applicant for preparation of a revised submittal. The revised submittal is again reviewed by the City, and if it conforms to City codes, regulations, and policies it is certified as such and placed on the P&Z agenda. Final digital files in .pdf format of all exhibits must be submitted to the City by noon on the Monday that is seven (7) days prior to the P&Z meeting. At the P&Z meeting, the Commission then decides what recommendation it will make to City Council based on the staff report.
 4. City Council Review The staff report and P&Z recommendation are sent to the City Council for final review and approval. The City Council meets on the first Monday of the month and on the third Monday of the month, if required.

Applicant Information

PROJECT LOCATION ADDRESS: _____

TAX ID: _____ **ZONE:** _____

Legal Description: _____

PROPERTY OWNER: _____

ADDRESS: _____ **CITY** _____

STREET _____ **ZIP** _____

DAY PHONE: _____ **DATE:** _____

SIGNATURE: _____

APPLICANT: _____

ADDRESS: _____ **CITY** _____

STREET _____ **ZIP** _____

DAY PHONE: _____ **SIGNATURE:** _____

DATE: _____

Existing Use of Property _____ **Proposed use of Property** _____

I certify that the above information is correct and complete to the best of my knowledge and ability and that I will be fully prepared to present the above proposal at a Planning and Zoning Commission Meeting. I reserve the right to withdraw this proposal at any time by filing a written request with the City. I understand that my application fee is non-refundable.

Applicant or Property Owner _____ **Date** _____

Fees (All fees are nonrefundable) all fees are due upon application submission. Checks made payable to the City of New Fairview.

Office Use Only:

Date Paid: _____ Amount: \$ _____ Check # _____

OWNER'S CERTIFICATE AND DEDICATION
STATE OF TEXAS, COUNTY OF _____ (WISE or DENTON)

WHEREAS I (we), _____, am (are) the sole owner (all of the owners) of a tract of land situated in the _____ Survey, County of _____ (Wise or Denton), according to the deed recorded as Document _____ and more particularly described as follows: (insert legal description) Now therefore know all men by these presents: That (Owner's Name) _____, through the undersigned authority, does hereby adopt this plat designating the herein above described property as (Subdivision Name) _____, an addition to the City of New Fairview, Texas, and does hereby dedicate to the public use forever the streets and alleys shown hereon; and does hereby dedicate the easements shown on the plat for mutual use and accommodation of all public utilities desiring to use, or using same, said dedications being free and clear of all liens and encumbrances, except as shown herein, (Owner's Name) _____, does hereby bind (himself/herself/itself), (his/hers/its) successors and assigns to forever warrant and defend all and singular the above described streets, alleys, easements and rights unto the public against every person whomsoever lawfully claiming or to claim the same or any part thereof. No permanent buildings or structures shall be constructed over any existing or platted easement of any type. Any fencing, trees, shrubs or other improvements may only be placed in or over any existing or platted easement of any type with the authorization of the City of New Fairview or easement holder(s). The City of New Fairview at the owner's expense, and any easement holder, shall have the right to move and keep removed all or part of any fence, tree, shrub, or other improvements or growths which in any way endangers or interferes with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat; and The City of New Fairview and any easement holder shall have the right at all times to ingress and egress upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

WITNESSED MY HAND THIS _____ DAY OF _____, 20____.

Signature of Owner	Position in Corporation (if Applicable)
Name of Corporation if Applicable	Lien Holder (if Applicable)

(If there is no lien holder, add the following statement:)

To the best of my knowledge there are no liens against this property.

Signature of Owner

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 20____.

Notary Public, in and for the State of Texas
My commission expires _____
Printed name: _____

PERPETUAL MAINTENANCE AGREEMENT

THE STATE OF TEXAS §
COUNTY OF _____ (Wise or Denton) §

KNOW ALL MEN BY THESE PRESENTS:

The following reservations, restrictions, and covenants are imposed on _____ (subdivision name) as it abuts, is adjacent to, or is included within the floodplain easements, drainage easements or emergency access easements shown on the plat filed herewith:

1. No commercial building, outbuilding, fence, or other structure shall be erected on said easement except for small ornamental walls, patios, and other landscaping, provided however, these items allowed shall not interfere in any way with the free flow of water in said channel or narrow the existing channel of the stream or interfere with free access by way of the easement for maintenance purposes without written consent of the City Administrator or their designee.
2. The Lot owner shall be responsible for the maintenance of his portion of said easement in order to preserve its beauty and to prevent any obstruction, flooding, or erosion. Such maintenance shall include but shall not be limited to the following:
 - a. Mowing grass and preventing the growth of weeds.
 - b. Preventing the growth of trees or permitting other obstructions to the easement which would obstruct free access for maintenance purposes.
 - c. Preventing erosion by corrective construction if necessary.
 - d. Preventing the accumulation of trash and debris in the easement.
3. In addition to other rights of enforcement contained in these restrictions or available by statutes, ordinance, or common law, the Dedicator, his successors and assigns, and all parties claiming title to _____ (subdivision name) by, through or under them, shall be taken to hold, agree, and covenant with the Dedicator and their successors and assigns, and with each of them to conform to and observe all restrictions and covenants as to the use and maintenance of said easement and Dedicator or owner or any of the above shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants above set forth, in addition to the ordinary legal action for damages, and failure of the Dedicator or the owners of an other lot or lots shown to abut said easement to enforce any other restrictions or covenants herein set forth at the time of violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter.
4. In addition to the rights of enforcement given to Dedicator and other Lot owners as set forth in Paragraph 3 above, it specifically provided that the City of New Fairview may, at its option, bring any action and obtain any remedy to enforce or prevent the breach of said restrictions.
5. It is specifically provided that the Dedicator, his successors and assigns, other Lot owners and the City of New Fairview as provided above, shall have the right to recover their attorney’s fees, court costs, and expenses incurred in any suit to enforce or prevent the breach of any covenant or restriction applicable to said easement.
6. In addition to the remedies above provided, the City of New Fairview may, at its option, thirty (30) days after written notices to a lot owner, enter the easement and perform the necessary maintenance repair and charge the lot owner or owners the pro-rata cost thereof. Said charges shall be a lien on the abutting lot or lots inferior only to prior recorded liens on said lot or lots.

TO HAVE AND TO HOLD the above-described Perpetual Maintenance Agreement in and to said premises with the right of ingress and egress thereto, together with all and singular the usual rights thereto in any wise belonging, unto the said City of New Fairview, Texas, and its successors and assigns forever, and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said City of New Fairview, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____.

Signature of Owner

THE STATE OF TEXAS
COUNTY OF _____ (Wise or Denton)

This instrument was acknowledged before me by the said _____, on
this _____ day of _____, 20____.

Notary Public, in and for the State of Texas
My commission expires _____
Printed name: _____