

OFFICIAL PLAT LANGUAGE

For all plats in Navarro County

OWNER’S CERTIFICATE (PUBLIC STREETS)

STATE OF TEXAS §
COUNTY OF NAVARRO §

WHEREAS, (Owner(s) name(s)) are the owners of a tract of land situated in the (name) Survey, Abstract No. (_____), Navarro County, Texas and being out of a (number) acre tract conveyed to them by (name), and being more particularly described as follows:

(Insert property description/survey field notes here)

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

1. The streets and alleys are dedicated in fee simple for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown, and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat.
4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown.
5. Navarro County is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public’s and Navarro County’s use thereof.
7. Navarro County and/or public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. Navarro County and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by Navarro County.

This plat is approved subject to all platting ordinances, rules, regulations and resolutions of the Navarro County, Texas.

WITNESS, my hand, this the _____ day of _____, 20_____.

BY:

Authorized Signature

Printed Name and Title

OWNER'S CERTIFICATE (PRIVATE STREETS)

STATE OF TEXAS §
COUNTY OF NAVARRO §

WHEREAS, (Owner(s) name(s)) are the owners of a tract of land situated in the (name) Survey, Abstract No. (_____), Navarro County, Texas and being out of a (number) acre tract conveyed to them by (name), and being more particularly described as follows:

(Insert property description/survey field notes here)

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT (Owner Name) acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above-described property as (Subdivision Name), an addition to Navarro County. The streets and alleys shown on this plat as access easements are for the use and benefit of the owners of the property in this subdivision, their leasees, invitees and licensees. By acceptance of a deed conveying title to any lot in this subdivision, the owner thereof shall be deemed to have agreed and acknowledged and does certify the following:

1. The streets and alleys are private streets and alleys and are dedicated to the Navarro County as Access, Utility, and Drainage Easements. The County has no responsibility or liability to make any repairs to such streets, alleys, and easements as long as they are private streets and alleys.
2. So long as such streets and alleys are private, the sole responsibility for maintenance and replacement thereof shall be borne by the owners of the lots in this subdivision and/or any homeowners' association hereafter established for the owners of lots in this subdivision (the "Association"). Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of Navarro County, as presently in effect or as same may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law.
3. Neither the property owners within this subdivision nor the Association nor any other association or other organization or entity representing them shall have the right to request dedication (whether by voluntary or involuntary act or omission) of such private streets and alleys to the County unless and until the County has inspected such streets and alleys and determined that, at the time in question, they meet the County's standards. If the County desires to accept a dedication of said streets and alleys, the Association, its successors or assigns, or the owners of the lots in the subdivision will make, at the owners' or the Association's expense, all repairs required by the County to comply with then County standards. The County shall have sole discretion to accept or reject a proposed dedication of the private streets and alleys to the County. Before dedication, all public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
4. The easements and public use areas, as shown, are dedicated for the benefit of the owners of the property in this subdivision, their leasees, invitees and licensees use forever, for the purposes indicated on this plat.
5. The provisions hereof shall be binding upon and enforceable against all property owners in this subdivision, their successors and assigns and the Association and its successors and assigns. The provisions hereof may be enforced by the County, any property owner in the subdivision, and/or the Association.
6. These covenants and restrictions shall run with the land and be binding on the owners of the property in this subdivision, their successors and assigns, the Association, its successors and assigns and all parties claiming by, through and under them. In the event a replat is requested on all or part of this property, the County may require any similar or additional restrictions and covenants in its sole discretion. These covenants and restrictions shall terminate when all the access easements shown on this plat are included within a replat of all or part of this property and are dedicated to the County as public streets and alleys. In addition, all modifications to this document shall be by means of plat and approved by the Navarro County.
7. If the owners of the property in this subdivision should open the private streets to the public, such use shall be

considered a temporary license only. The owners of property in this subdivision through the Association reserve the right to close the street to the public at any time prior to formal dedication of the street to the public, and acceptance of the same by the County.

8. The owners of property in this subdivision and the Association shall allow access to the subdivision and the streets in the subdivision to all County employees and contractors acting on behalf of the County and all governmental service vehicles, including, without limitation, law enforcement, fire, ambulance, sanitation, inspection and health vehicles. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the County's use thereof. Navarro County and public utilities shall, at all times, have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of procuring permission from anyone.
9. The owners of property within this subdivision hereby agree and recognize that the entire subdivision is benefited by the County allowing the owners to maintain and control access to the private streets shown hereon, and that the County is benefited by having the value of the property enhanced for ad valorem tax purposes and not being under any maintenance obligations with respect to the private streets and alleys. For purposes of enforcement of these covenants, the benefits shall constitute sufficient and valid consideration.
10. The owner of each lot affected by a drainage easement across the rear portion of such lot may not construct any improvements within such lot except those improvements which (a) do not impede the natural flow of water across the property affected by such drainage easement (such as swimming pools and open fences) and (b) are built in accordance with and pursuant to a building permit issued by the County. In no event shall _____ (Owner Name) _____, the County, the Association or any of their successors or assigns have any liability for any improvements built in any drainage or utility easement. Each lot owner shall build in such area at his or her own risk and shall indemnify _____ (Owner Name) _____, the County, the Association and their successors and assigns against any and all losses, damages and liability arising out of or associated with the construction of improvements on such owner's lot in any drainage or utility easement.
11. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in Landscape Easements, if approved by the County. Landscaping may be placed in/or near other easements with County approval. The County and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. Navarro County is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
12. Invalidation of any word, phrase, sentence, paragraph, covenant or restriction by court judgment or otherwise, shall not affect the validity of the other covenants or restrictions contained herein.

This plat is approved subject to all platting ordinances, rules, regulations and resolutions of the Navarro County, Texas.

WITNESS, my hand, this the _____ day of _____, 20_____.

BY:

Authorized Signature

Printed Name and Title

**Outside of the 5,000 ft. Richland-Chambers
Lake Area Jurisdiction**

CERTIFICATE OF APPROVAL

(for Replats and Final plats)

STATE OF TEXAS §
COUNTY OF NAVARRO §

Certificate of approval by the Commissioners' Court of Navarro County, Texas:
Approved this _____ day of _____, 20_____.

H. M. Davenport, County Judge

**Jason Grant
Commissioner, Precinct No. 1,**

**Eddie Perry
Commissioner, Precinct No. 2**

**Eddie Moore
Commissioner, Precinct No. 3**

**David Brewer
Commissioner, Precinct No. 4**

STATE OF TEXAS §
COUNTY OF NAVARRO §

That I, County Clerk for the County of Navarro, Texas, do hereby certify that the foregoing Plat was filed in my Office on this the _____ day of _____, 20_____.

Sherry Dowd, County Clerk

STATE OF TEXAS §
COUNTY OF NAVARRO §

The Platted area meets or exceeds the minimum requirements established by the Texas Commission on Environmental Quality for On-Site Sewage Facilities, to be licensed by Navarro County Authorized Agent.
Approved this the _____ day of _____, 20_____.

Designated Representative, Navarro County

**Within the 5,000 ft. Richland-Chambers
Lake Area Jurisdiction**

CERTIFICATE OF APPROVAL

(for Replats and Final plats)

STATE OF TEXAS §
COUNTY OF NAVARRO §

Certificate of approval by the Planning and Zoning Commission of Navarro County, Texas.
Approved this the _____ day of _____, 20_____.

Chairman

Vice Chairman

STATE OF TEXAS §
COUNTY OF NAVARRO §

Certificate of approval by the Commissioners' Court of Navarro County, Texas:
Approved this _____ day of _____, 20_____.

H. M. Davenport, County Judge

**Jason Grant
Commissioner, Precinct No. 1,**

**Eddie Perry
Commissioner, Precinct No. 2**

**Eddie Moore
Commissioner, Precinct No. 3**

**David Brewer
Commissioner, Precinct No. 4**

STATE OF TEXAS §
COUNTY OF NAVARRO §

That I, County Clerk for the County of Navarro, Texas, do hereby certify that the foregoing
Plat was filed in my Office on this the _____ day of _____, 20_____.

Sherry Dowd, County Clerk

STATE OF TEXAS §
COUNTY OF NAVARRO §

The Platted area meets or exceeds the minimum requirements established by the Texas Commission on
Environmental Quality for On-Site Sewage Facilities, to be licensed by Tarrant Regional Water District.
Approved this the _____ day of _____, 2024

Authorized Representative, Tarrant Regional Water District

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

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

Dated this _____ day of _____, 20_____.

(Professional Seal)
Name, Title & Registration No.

NOTARY STATEMENT

STATE OF TEXAS §
COUNTY OF NAVARRO §

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

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

Notary Public, State of Texas

RIGHT-OF-WAY ABANDONMENT

The abandonment is being made "as is" without any warranty, express, or implied, and/or representation that the Navarro County, Texas has any right, title, interest, claim and/or demand in and to the real estate being abandoned by the Navarro County, Texas by this plat or instrument. Applicant hereby acknowledges and agrees that it is the Applicant's sole duty and obligation to satisfy itself of the title that it is accepting by this plat and that it expressly acknowledges that it is not relying on prior representation or statement of the Navarro County, Texas and this plat merges and supersedes all prior discussions, agreements, statements and understandings.

MINIMUM FINISHED FLOOR

(Use this when the Engineering Department requires the establishment of a minimum finished floor elevation; Typically, this includes property adjacent to or encompasses floodplain)

The County reserves the right to require minimum finish floor elevations on any lot contained within this addition. The minimum elevations shown are based on the most current information available at the time the plat is filed and are subject to change.