

**OWNER'S AND CONTRACTOR'S
SUBDIVISION/COMMERCIAL
ALL-BILLS-PAID AFFIDAVIT**

Date: _____

Subdivision/Commercial Name: _____

Owner Name: _____

Owner's Mailing Address:

Contractor Name(s): _____

Contractor's Mailing Address(es):

_____	_____
_____	_____
_____	_____
_____	_____

Affiant's Name: _____

Affiant's Mailing Address:

Phase/Lots and Blocks: _____

Improvements: _____

THE STATE OF TEXAS §

COUNTY OF COLLIN §

Before me, the undersigned, on this day personally appeared _____, known to me to be a credible person and officer of _____, a _____ (hereinafter called "Affiant"), and who, being duly sworn, upon his oath declares and acknowledged that the following statements are true and within the personal knowledge of Affiant:

1. Affiant has personal knowledge of the facts stated in this affidavit. Affiant has full authority to make the agreements in this affidavit on behalf of Owner(s) _____

_____ (hereinafter referred to as "Owner" whether one or more).

2. Affiant understands that the City of McKinney, Texas ("City") has required this affidavit as a condition of final acceptance of the public improvements and infrastructure necessary to serve the development known as _____ in the City of McKinney, Collin County, Texas (the "Subdivision").

3. Owner has constructed and installed, or caused to be constructed and installed, certain public improvements and infrastructure necessary to serve the Subdivision. Said public improvements and infrastructure necessary to serve the Subdivision are more particularly described as _____

_____ (the "Improvements").

4. Affiant has actual knowledge that all bills owed by Owner to others for materials supplied or labor performed in connection with the Improvements have been fully paid and satisfied; and, that no liens currently exist as against the rights-of-way and easements dedicated to the City or the Improvements therein and upon said easements and rights-of-way or otherwise.

5. Affiant does further warrant for, on behalf of, and as the act of Owner that should any claim or lien be filed for material supplied or labor performed for the construction and/or installation of the Improvements, **Owner will fully indemnify, defend and hold harmless the City from and against any and all losses, liability, costs and expenses City may incur by reason of such liens.**

6. In consideration of the City's final acceptance of the Improvements in reliance on this affidavit, Owner hereby waives and releases any and all of Owner's statutory and constitutional claims or rights connected with the propriety of the City's requirements that such Improvements be constructed and conveyed to the City.

7. **Owner agrees to indemnify and hold City harmless from and against any loss or expense resulting from false or incorrect information in this affidavit.**

OWNER:

[INSERT OWNER'S NAME]
a [Insert type of business entity]

By: _____

Name: _____

Title: _____

SUBSCRIBED AND SWORN TO before me on this ____ day of _____, 2012, by _____, in his/her capacity as _____, of _____ a _____ (hereinafter called "Affiant").

Notary Public, State of Texas