

EXTRATERRITORIAL JURISDICTION DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF SIMONTON, TEXAS, AND  
TWINWOOD US, INC.

**EXTRATERRITORIAL JURISDICTION DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF SIMONTON, TEXAS,  
AND TWINWOOD US, INC.**

This Development Agreement (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2015 (the "Effective Date"), by and between the CITY OF SIMONTON, TEXAS (the "City"), a general law municipality in Fort Bend County, Texas, acting by and through its governing body, the City Council of the City; and TWINWOOD US, INC., a Texas corporation (the "Developer"); collectively called the "Parties."

**RECITALS**

The Developer owns or will own in the near future approximately 2,491.1 acres of land in Fort Bend County, Texas, located in the City's extraterritorial jurisdiction and described in **Exhibit A** (the "Property"). A vicinity map of the Property is attached as **Exhibit A-1**;

The City wishes to provide for the orderly, safe, and healthful development of land within the City's extraterritorial jurisdiction ("ETJ");

The Developer desires to develop a high quality master-planned community on the Property; however, the development of the Property requires an agreement providing for long-term certainty in regulatory requirements and development standards by the City regarding the Property;

The City and the Developer agree that the development of the Property can best proceed pursuant to a development agreement;

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property; and

The City and the Developer are proceeding in reliance on the enforceability of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Developer agree as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.01 Terms.** Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

*Building Code* means (i) for residential projects, the 2006 International Residential Code and 2006 International Residential Code for One and Two Family Dwellings, including local amendments approved January 17, 2012; and (ii) for commercial projects, the 2006 International Building, Fire, Gas, Mechanical, Plumbing, and Property Maintenance Codes, including local amendments approved January 17, 2012, the 2006 ICC International Electrical Code and 2006 National Electric Code, including local amendments approved January 17, 2012. Provided, however, the City has the right to amend the Building Code as described in Section 3.13.

*City* means the City of Simonton, Texas.

*City Council* means the City Council of the City or any successor governing body.

*City Ordinance* means the following City Ordinances: Ordinance No. 2011-09, except as described in Section 3.06; Ordinance No. 2012-07; and Ordinance No. 2012-08, as such ordinances exist on the date of this Agreement and not including any future amendments or changes thereto. Provided, however, Ordinance No. 2011-09 shall not apply to mobile homes, manufactured homes, manufactured buildings, or the like, in existence on the Property as of the Effective Date of this Agreement.

*County* means Fort Bend County, Texas or Waller County, Texas, as applicable.

*Designated Mortgagee* means, whether one or more, any mortgagee or security interest holder that has been designated to have certain rights pursuant to Article V hereof.

*Developer* means Twinwood US, Inc., and/or its assignee, and any successor in interest to the Property to the extent such successor or assign engages in Substantial Development Activities on the Property. Developer shall also include any entity affiliated with, related to, or owned or controlled by Twinwood US, Inc., for purposes of acquiring, owning, or developing property subject to, or that may become subject to, this Agreement.

*Development Ordinance* means the Fort Bend County Regulations of Subdivisions as it exists on the date of this Agreement and attached to this Agreement as **Exhibit B**, and not including any future amendments or changes. Development Ordinance shall also include any variances approved by the City.

*ETJ* means the extraterritorial jurisdiction of the City.

*General Plan* means the conceptual land use plan for the proposed development of the Property as it may be revised from time to time.

*Person* means any individual, partnership, association, firm, trust, estate, public

or private corporation, or any other legal entity whatsoever.

*Property* means all the land described in **Exhibit A**, and also means any additional property now owned or hereafter acquired by the Developer, upon (i) City consent, as provided in Section 2.03, to inclusion of the property in the City's ETJ, if applicable, and (ii) written notice by the Developer to the City reciting the intent of the Developer that the additional property shall be subject to this Development Agreement.

*Public Improvements* means public water and sanitary sewer facilities, levee improvement and drainage facilities, fire protection, law enforcement, parks and recreational facilities, road improvements, economic development improvements, and/or any other lawful facilities or improvements provided by a Special District to serve all or any portion of the Property.

*Public Services* means public water and sanitary sewer services, levee improvement and drainage services, fire protection, law enforcement, parks and recreational services, road improvement services, economic development services, and/or any other lawful services provided by a Special District to serve all or any portion of the Property.

*Special District* means a municipal utility district or municipal management district, the purposes of which are to provide public water and sanitary sewer services, drainage facilities, fire protection, law enforcement, parks and recreational facilities, road improvements, and/or any other lawful facilities or improvements to serve the Property.

*Substantial Development Activities* means the subdivision of the Property or any portion thereof with the intent to sell to an Ultimate Consumer, and includes, but is not limited to any platting or construction of water, sewer, drainage, park and recreational facilities, or roads.

*TCEQ* means the Texas Commission on Environmental Quality and its successors.

*Ultimate Consumer* means the purchaser of a tract or lot within the Property who does intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

## **ARTICLE II GENERAL PLAN, PLATTING, AND SPECIAL DISTRICTS**

**Section 2.01 Introduction.** The Property is to be developed as a master-planned, mixed-use community. The land uses within the Property shall be typical of a mixed-use development with single-family and multi-family residential, commercial,



institutional, and recreational facilities. This Agreement constitutes a development agreement under Section 212.172, Texas Local Government Code, between the City and the Developer within the extraterritorial jurisdiction of the City.

**Section 2.02 General Plan.** The City and Developer acknowledge that a General Plan for the Property has not yet been developed. The Developer agrees to provide the General Plan, when same is prepared by the Developer, to the City. The parties acknowledge and agree that any General Plan that may be created by the Developer shall not be subject to approval by the City, but the Developer agrees that any General Plan prepared by the Developer for the Property shall reflect a plan of development in compliance with the requirements set forth in this Agreement.

**Section 2.03 Adding Land to Property.** The City agrees to consent to any and all petitions, substantially in the form attached hereto as **Exhibit D**, requesting that property now owned or hereafter acquired by Developer be added into the City's ETJ, which consent shall not be unreasonably withheld, conditioned or delayed. Such consent shall be given within sixty (60) days of receipt of the petition. Following City consent, if necessary, and upon written notice by the Developer to the City reciting the intent of the Developer that the additional property be subject to this Agreement, the additional property shall be automatically deemed to be included in the Property subject to this Agreement, without further action of the City.

**Section 2.04 Platting.** The Developer shall be required to plat any subdivision of the Property, other than any subdivision of the Property for the purpose of qualifying persons to serve on the Board of Directors of a Special District, in accordance with the Development Ordinance, and any proposed subdivision plat shall be submitted to the City for review. Such plat shall be accompanied by a written certification from a professional engineer licensed in the State of Texas that the plat is in accordance with the Development Ordinance, and the variances shown on **Exhibit C** or other variances that the City may approve from time to time. All plats shall be deemed approved by the City upon receipt of the plat and such certification from a registered professional engineer; no further action or approval by the City shall be required.

If any part of the Property is platted as unrestricted reserve, such property shall not be required to be re-platted at the time of development, so long as such development is not for single-family residential purposes. In addition, the Developer may convey any part of a designated unrestricted reserve on an approved plat that may be developed for non-single-family residential purposes without further approval by the City or additional platting as long as no portion of a building crosses a lot line.

**Section 2.05 Consent to Special Districts.** The creation, operation, and annexation of Special Districts serving the Property shall be subject to the terms and conditions of this Agreement. The City agrees that this Agreement, when duly approved and executed by both parties, shall be deemed to indicate the City's consent to the creation

of any and all Special Districts to serve the Property. No further action shall be required on the part of the City to indicate such consent. Any type of special district other than a municipal utility district or a municipal management district shall require additional consent from the City. The directors of any municipal management district created shall qualify, be appointed, preside and be removed in the manner set forth in Subchapter D of Chapter 375 of the Texas Local Government Code as that Subchapter exists on the Effective Date of this Agreement. Provided, however, notwithstanding anything therein to the contrary, (i) the initial board of directors included in the enabling legislation will be mutually agreed upon by the Developer and the City, and (ii) the City shall appoint directors from recommendations submitted to the City by the board of directors.

This Agreement shall likewise indicate the consent of the City for any Special District, authorized by the terms of this Agreement, to annex or exclude any other land into or out of the Special District in order to further Developer's development goals; provided, however, Developer agrees not to annex into a Special District any land within the corporate limits of the City or corporate limits or ETJ of another city without prior written approval of the City. If a Special District wishes to annex into a Special District property owned by the Developer that is outside the current description of the Property, the addition of such property must be added to the Property defined in this Agreement pursuant to Section 2.03 above prior to annexation into a Special District.

Developer shall notify the City of its intent to create each Special District within the Property and to annex or exclude property into or out of a Special District within the Property. The City agrees to adopt a resolution in a form substantially similar to **Exhibit E** attached hereto, indicating its consent to the creation of Special Districts to serve the Property. Such consent shall be given within thirty (30) days of receipt of a petition requesting consent to the creation of such Special District. At such time other property now owned or hereafter acquired by Developer is made subject to this Agreement, pursuant to Section 2.03, the City agrees, upon the Developer's request, to adopt a resolution in a form substantially similar to **Exhibit E** attached hereto, indicating its consent to the creation of one or more Special Districts to serve such property. Such consent shall be given within thirty (30) days of receipt of a petition requesting consent to the creation of such Special District. The City agrees to provide any additional documentation evidencing consent to the creation, annexation to or exclusion from a Special District as may be requested or required by a Special District or regulatory authority having jurisdiction over such Special District.

**Section 2.06 Authority of Special District.** The City agrees that any Special District within the Property is authorized to exercise all powers granted, or hereinafter granted, to such district under the Constitution and the laws of the State of Texas, including, but not limited to, the power to provide public water and sanitary sewer services, levee improvement and drainage services, fire protection, law enforcement, parks and recreational facilities, road improvements, economic development services and improvements, and/or any other lawful service or improvement. The exercise of

any power by a Special District, including the issuance of debt or other financial obligations by such district, is not subject to review or approval by the City; provided, however, the City may impose the enumerated conditions on the issuance of bonds by a Special District as shown on the Form of Consent Resolution in **Exhibit E**. Prior to a Special District's issuance of bonds, the Special District shall certify in writing to the City that the Special District has complied with the consent conditions enumerated in Exhibit C of the form of Consent Resolution, attached hereto as **Exhibit E**.

### **ARTICLE III DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES**

**Section 3.01 Regulatory Standards and Development Quality.** The City and the Developer agree that one of the primary purposes of this Agreement is to provide for quality development of the Property and certainty as to the regulatory requirements applicable to the development of the Property throughout the development process. Feasibility of the development of the Property is dependent upon a predictable regulatory environment and stability in the projected land uses. In exchange for Developer's performance of the obligations under this Agreement to develop the Property in accordance with certain standards and to provide the overall quality of development described in this Agreement, the City agrees, to the extent allowed by law, that it will not impose or attempt to impose any moratoriums on building or growth within the Property.

By the terms of this Agreement, the City and the Developer intend to establish development and design rules and regulations which will ensure a quality, unified development, yet afford the Developer predictability of regulatory requirements throughout the term of this Agreement. The City and the Developer agree that the Development Ordinance and the City Ordinance are exclusive and no other City land-use ordinances, rules, regulations, standards, policies, orders, guidelines or other City-adopted or City-enforced land-use requirements of any kind, whether heretofore or hereafter adopted, apply to the development of the Property, unless otherwise agreed by the Developer.

The City and the Developer agree that in the event of conflict, express or implied, between this Agreement and any other City or County ordinance, including the Development Ordinance, whether heretofore or hereafter adopted, then this Agreement controls.

**Section 3.02 Development Ordinance.** Except as provided in this Agreement or otherwise agreed by the Parties, the City and the Developer agree that the Development Ordinance (other than the City Ordinance) shall be the sole land-use ordinance or regulation applicable to the development of the Property and the provision of Public Improvements and Public Services to the Property. Notwithstanding the foregoing, the

Developer shall have all rights afforded by Chapter 245, Texas Local Government Code, as amended, or otherwise arising from common law or other state or federal laws.

**Section 3.03 Public Improvements and Public Services.** The Developer shall provide or cause to be provided Public Improvements and Public Services to serve the Property at Developer's sole cost; provided, however, the Developer may receive reimbursement of eligible Public Improvements and Public Services from a Special District. The Public Improvements, with the exception of roads, that are constructed to serve the Property shall be owned, operated and maintained by a Special District serving the Property. The Developer or a Special District shall not be required to provide services or improvements for any area outside of the Property. Except as otherwise provided in this Agreement, the design, construction, maintenance, repair, improvement, or provision of any Public Improvement or Public Service shall not be subject to City ordinances or regulations. Except as otherwise provided in this Agreement, the Developer, its successors and assigns, shall not be obligated to apply for, pay for, or obtain from the City any permit for construction of any Public Improvement or any City inspection of any Public Improvement. Upon completion of the construction of a Public Improvement, the Developer shall provide the City with "record" drawings. "Record" drawings may be submitted to the City in hard copy, or electronically via e-mail, dropbox, or USB flash-drive.

The Developer may enter into a reimbursement agreement with a Special District or Special Districts to seek reimbursement for the costs of any Public Improvements and Public Services authorized by law.

**Section 3.04 Construction Standards for Public Improvements.**

(a) Prior to construction of any streets, drainage, water, and wastewater improvements within the Property, the Developer shall submit to the City the proposed plans and specifications for such improvements and a written certification from a professional engineer registered in the State of Texas that the design criteria for the proposed streets, paving, drainage, water, or wastewater improvements set forth in the Development Ordinance have been met. All plans and specifications shall be deemed approved by the City upon receipt of the plans and specifications and such certification from a registered professional engineer; no further action or approval by the City shall be required. The Developer, its successors and assigns, shall not be obligated to apply for, pay for, or obtain from the City any permit for construction of any public improvement or any City inspection of any public improvements.

(b) The Developer shall be required to obtain necessary approvals from the Texas Department of Transportation for (i) proposed driveway access or (ii) public or private road connections to state roads or highways that exist as of the Effective Date of this Agreement. No further action or approval by the City shall be required for the layout of such road facilities if such roads do not connect to a City road. Provided, however, the Developer agrees to coordinate with the City on major thoroughfares that

connect to City road facilities. Nothing in this subsection (b) shall be construed to confer any greater rights on the City than it would otherwise have with respect to such road facilities.

(c) The Developer may develop the Property with a high quality road system that exceeds the standards in the Development Ordinance. In such event, the Developer shall present the intended roadway design standards to the City for approval, which approval shall not be unreasonably withheld.

(d) The Developer shall cause the Special District(s) to design and construct the drainage system consistent with the County's drainage criteria.

(e) The City will not charge impact fees on the Property for the costs of Public Improvements.

(f) The City may request that the Developer oversize certain public improvements, and, if such public improvements are oversized, the City shall advance, in immediately available funds, its pro rata share of all costs of such oversizing to the effect that the Developer shall neither incur nor pay any costs related to the oversizing. Such funds shall be advanced prior to the issuance of the notice to proceed for construction of the oversized facilities.

**Section 3.05 Private Improvements.** The Developer shall require private improvements within the Property to be constructed in accordance with the Building Code applicable to the type of improvement being constructed, such as commercial, single-family residential, multi-family, and institutional development. The Developer shall cause private improvement construction to be inspected by an individual qualified to certify compliance with such code. The Developer, its successors and assigns, shall not be obligated to apply for, pay for, or obtain from the City any permit for construction of any private improvement or any City inspection of any private improvement.

**Section 3.06 Manufactured Housing/Commercial Manufactured Building** Notwithstanding any other provision of this Agreement to the contrary, (a) HUD-Code manufactured homes may be located within the Property, from time to time, for any purpose necessary for the creation or administration of the Special Districts (including, but not limited to, providing qualified voters within the Special Districts or qualifying persons to serve on the Board of Directors of the Special District) and (b) manufactured, modular or trailer buildings used for commercial purposes may be located within the Property, from time to time, for use as temporary construction or sales offices. HUD-Code manufactured homes and commercial manufactured buildings permitted by this Agreement: (a) are not required to be located on a platted lot; (b) do not require a building permit; (c) do not require a certificate of substantial completion; (d) do not otherwise have to comply with the Development Ordinance or Ordinance No. 2011-09; (e) do not require any permit or other approval by the City; and (f) will be promptly

removed when no longer needed. HUD-Code manufactured homes used for the purpose of providing qualified voters within the Special Districts shall have (a) a potable water source; (b) electric power; and (c) solid waste disposal service (wastewater disposal service). Manufactured, modular, or trailer buildings used for temporary construction or sales offices shall have a portable toilet located nearby.

### **Section 3.07 Regional Mobility Improvements.**

(a) The Developer acknowledges that regional mobility improvements, including major thoroughfares, will be needed to serve the Property (“Mobility Improvements”). The City agrees that Mobility Improvements, or any part(s) thereof, constructed to serve the Property that are located outside the City’s corporate limits and extraterritorial jurisdiction existing prior to the Effective Date of this Agreement shall not be subject to City review.

(b) If the Developer is required to complete a traffic study for the Property by either the County or the Texas Department of Transportation, the Developer shall provide a copy to the City. The Developer shall not otherwise be required to complete a traffic study for or by the City.

(c) If requested by Developer, the City will request the County to conduct transportation feasibility studies on any or all of the Mobility Improvements.

**Section 3.08 Surface Water Conversion.** The Parties acknowledge that the Property is located within the jurisdiction of the Fort Bend Subsidence District (“FBSD”). Although the Property is not currently subject to FBSD’s requirements to convert groundwater usage to surface water, the Parties agree that any obligations to meet FBSD’s future conversion requirements will fall upon the Developer or its assigned Special District, and that any credits for effluent reuse or early conversion shall be the sole property of the Developer or Special District.

**Section 3.09 Lot Size.** The minimum size of a traditional single family residential lot within the Property shall be 3,300 square feet in any exclusively single-family master-planned subdivision. The Developer may construct non-traditional homes (such as town homes, condominiums, cluster homes, etc.) on lot sizes generally acceptable for that product in the Houston region, or for other high-density mixed-use developments in major metropolitan areas, provided, however, development of residential lots within the Property shall be in accordance with the General Plan and the requirements of this Agreement.

**Section 3.10 Density.** The Developer may develop the property without any density requirements or limitations; provided, however, development of the Property shall be in accordance with the General Plan and the requirements of this Agreement.

**Section 3.11 Liability of Ultimate Consumer.** Ultimate Consumers shall have

no liability for the failure of the Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declarations of restrictive covenants and land use restrictions applicable to the use of their tract or lot.

**Section 3.12 Approved Variances from Development Ordinance.** The City hereby approves the variances from the Development Ordinance shown on **Exhibit C** attached hereto for the development of the Property. The City further agrees, upon Developer's request, to approve variances necessary to develop the Property in accordance with the General Plan.

**Section 3.13 Building Code Amendments.** The City may amend the Building Code applicable to the development of the Property as provided in this Section 3.13. Once every nine (9) years, the Building Code applicable to the Property may be updated to make the version of the building code, adopted by the International Code Council (or any successor organization), that is immediately succeeding the version of the Building Code then in effect applicable to the development of the Property, so long as such version of the building code has been previously adopted by the City Council (for uniform application throughout the corporate limits and extraterritorial jurisdiction of the City) and by the city councils of at least three (3) of the following four (4) cities: Simonton, Fulshear, Brookshire and Katy. For example, in accordance with the terms of this Section 3.13, in 2024, the Building Code may be amended to the 2009 building codes adopted by the International Code Council, and in 2033, the Building Code may be amended to the 2012 building codes adopted by the International Code Council. Provided however, if the version of the building codes immediately succeeding the version of the Building Code then in effect has not been previously adopted by three (3) of the four (4) cities listed above, the next version of the building code shall not apply to the development of the Property unless and until the City and the Developer have mutually agreed upon any necessary amendments thereto and that such version applies. In the event the Building Code is amended in accordance with this Section 3.13, the definition of Building Code will be deemed amended and no further action of the City shall be required.

#### **ARTICLE IV ANNEXATION, STRATEGIC PARTNERSHIP AGREEMENT, AND RELEASE OR EXCHANGE OF ETJ**

**Section 4.01 Annexation.** The City agrees not to annex or attempt to annex, in whole or in part (i) the Property, (ii) any other property now owned by Developer, and (iii) any other property hereafter acquired by Developer that is subject to this Agreement or one of the two development agreements between the City and the Developer executed as of the same date hereof, for forty-five (45) years from the Effective Date of this Agreement, without the prior written consent of Developer. Stated differently, the City may only annex property that is hereafter acquired by the Developer and may do so only if such after-acquired property is not subject to this

Agreement or one of the two other development agreements between the City and the Developer executed as of the same date hereof. The City further agrees not to annex or attempt to annex, in whole or in part, any Special District encompassing any part or all of the Property until the Developer has fully developed 100% of its acreage within such Special District or the Developer has been fully reimbursed by such Special District for all water, sewer, drainage, park and recreational, and road facilities necessary to serve all Property within such Special District, as determined by the Special District's engineer, in accordance with TCEQ rules, for all Developer's eligible development and construction costs, all as certified in writing by the Developer to the City. If the City annexes such a Special District prior to Developer's full development in and reimbursement by the Special District, as described, the City shall automatically assume complete liability for such reimbursement to the Developer in accordance with the written agreement(s) between the Developer and the Special District.

**Section 4.02 Strategic Partnership Agreement.** Each Special District created within the Property, existing on the date of the Effective Date of this Agreement, will request the City to enter into a separate strategic partnership agreement (the "Strategic Partnership Agreement"). Upon request of a Special District(s), the City agrees to enter into a Strategic Partnership Agreement with such Special District pursuant to Chapter 43, Texas Local Government Code, substantially in the form attached hereto as **Exhibit F**. As part of the Strategic Partnership Agreement, the City agrees not to annex all or part of the Special District for full purposes until the terms and conditions provided in this Agreement have been satisfied. The Strategic Partnership Agreement will allow the City to annex commercial property within the Special District(s) for the limited purpose of imposing a sales and use tax and not for any other purpose, including the application of zoning or land use controls. In such event, the City and each Special District shall share, on a fifty-fifty basis, the sales taxes collected within each Special District. The City and the Special District may use its share of the sales taxes collected for any lawful purpose. To the extent allowed by law, the City further agrees to provide consent, and any other documentation as may be requested or required by the Developer, Special District, or any regulatory entity having jurisdiction over the Property, to enable the Developer or Special District to receive taxes from any other governmental entity to which Developer or Special District may now or hereafter be entitled to under the law.

**Section 4.03 ETJ Guarantee.** The City agrees not to release or attempt to release, in whole or in part, any of the Property, or any other property now owned or hereafter acquired by Developer that is located within the City's ETJ, from the City's ETJ without the prior written consent of the Developer. The City further agrees not to exchange or attempt to exchange, in whole or in part, any of the Property, or any other property now owned or hereafter acquired by Developer that is located within the City's ETJ, with another municipality without the prior written consent of the Developer.



**ARTICLE V**  
**PROVISIONS FOR DESIGNATED MORTGAGEE**

**Section 5.01 Designated Mortgagee.** At any time after execution and recordation in the Real Property Records of Fort Bend County, Texas, of any mortgage, deed of trust, or security agreement encumbering the Property or any portion thereof, the Developer (a) shall notify the City in writing that the mortgage, deed of trust, or security agreement has been given and executed by the Developer, and (b) may change the Developer's address for notice pursuant to Section 9.01 hereof to include the address of the Designated Mortgagee to which it desires copies of notices to be mailed.

At such time as a full release of any such lien is filed in the Real Property Records of Fort Bend County, Texas, and the Developer gives notice of the release to the City as provided herein, all rights and obligations of the City, with respect to the Designated Mortgagee under this Agreement, shall terminate.

The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular provision of this Agreement or to terminate this Agreement, the City and the Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination.

Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument encumbering the Property, such Designated Mortgagee, and/or its affiliates and their respective successors and assigns, shall be required to adhere to the terms of this Agreement; however a Designated Mortgagee shall not be liable to cure or otherwise address any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Any subsequent purchaser of the Property shall be required to cure or otherwise address any outstanding defaults that existed at the time of the foreclosure. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the Property shall be in accordance with this Agreement.

If the Designated Mortgagee, and/or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Property, or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

**Section 5.02 Notice to Designated Mortgagee.** Any Designated Mortgagee shall be entitled to simultaneous notice any time that a provision of this Agreement requires notice to the Developer.

**Section 5.03 Right of Designated Mortgagee to Cure Default.** Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Article VII.

## **ARTICLE VI PROVISIONS FOR DEVELOPER AND CITY**

**Section 6.01 Vested Rights.** The City and the Developer agree that this Agreement constitutes a “permit” for the purposes of Texas Local Government Code Chapter 245, and that Texas Local Government Code Chapter 245 shall apply to the development of the Property. The Parties further agree that, upon execution of this Agreement, the rights of all parties as set forth in this Agreement shall be deemed to have vested (the “Original Vesting Date”). The development of the Property shall be governed by the Development Ordinance and City Ordinance in effect on the Effective Date of this Agreement. This Agreement shall not be construed to prohibit the City’s application to the project or the Property of new or amended ordinances or regulations that are exempt from the application of Chapter 245 as provided by §245.004 of such Chapter 245 unless such new or amended ordinance conflicts with this Agreement.

**Section 6.02 Waiver of Actions Under Private Real Property Rights Preservation Act.** The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the “Act”), that the City’s execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a “Taking” of the Developer’s, the Developer’s grantee’s, or a grantee’s successor’s “Private Real Property,” as such terms are defined in the Act. Provided, however, this waiver does not apply to, and the Developer and Developer’s grantees and successors do not waive their rights under the Act to assert, a claim under the Act for any action taken by the City beyond the scope of this Agreement, unless otherwise agreed by the parties, which otherwise may give rise to a cause of action under the Act.

**Section 6.03 Developer’s Right to Continue Development.** The City and the Developer hereby acknowledge and agree that, subject to Section 8.04 of this Agreement, the Developer may sell a portion of the Property to one or more persons who shall be bound by this Agreement and perform the obligations of the Developer hereunder. In the event that there is more than one person acting as the Developer hereunder, the acts or omissions of one Developer, which result in that Developer’s default, shall not be deemed the acts or omissions of any other Developer, and a

performing Developer shall not be held liable for the nonperformance of another Developer. In the case of nonperformance by one or more Developers, the City may pursue all remedies against such nonperforming Developer as set forth in Section 7.05 hereof, but shall not impede the planned or ongoing development activities nor pursue remedies against the performing Developer.

## ARTICLE VII MATERIAL BREACH, NOTICE AND REMEDIES

**Section 7.01 Material Breach of Agreement.** It is the intention of the Parties to this Agreement that the Property be developed in accordance with the terms of this Agreement.

(a) The Parties acknowledge and agree that any substantial deviation by Developer from the material terms of this Agreement, would frustrate the intent of this Agreement, and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the Developer shall be deemed to have occurred in the following instance:

1. Failure by the Developer to substantially comply with a provision of this Agreement.

(b) The Parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in the following instances:

1. The imposition or attempted imposition of any moratorium on building or growth on the Property, except as allowed by this Agreement;

2. Imposition by the City of a requirement that the Developer, the Developer's grantee, or a grantee's successor pay any impact fee or apply for or obtain from the City any permit for construction of private or public improvements, obtain any inspection related thereto, or pay any fee for any application, permit, or inspection, other than as may be authorized in this Agreement;

3. The imposition of a requirement to provide regionalization of public utilities through some method other than as may be set forth in this Agreement;

4. An attempt by the City to annex, in whole or in part, the Property, or any other property now owned or hereafter acquired by Developer, or a Special District not in accordance with this Agreement;

5. An attempt by the City to enforce the City's Subdivision Ordinance or any other City ordinance that affects the subdivision or development of the Property that is inconsistent with the terms and conditions of this Agreement;

6. The withholding of plat approval for land within the Property by the City if the proposed plat complies with the requirements of this Agreement;

7. An attempt by the City to release, in whole or in part, the Property, or any other property now owned or hereafter acquired by Developer within the City's ETJ, from its ETJ without the prior written consent of the Developer;

8. An attempt by the City to exchange, in whole or in part, the Property, or any other property now owned or hereafter acquired by Developer within the City's ETJ, with another municipality as part of an ETJ exchange without the prior written consent of the Developer.

In the event that a Party to this Agreement believes that another Party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article VII shall provide the remedies for such default.

#### **Section 7.02 Notice of Developer's Default.**

(a) The City shall notify the Developer and each Designated Mortgagee, in writing, of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within sixty (60) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available to the City, if requested, any records, documents or other information necessary to make the determination.

(c) In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, but in no event less than sixty (60) days, then the City Council may proceed to mediation under Section 7.04 hereof or exercise the applicable remedy under Section 7.05 hereof.

### **Section 7.03 Notice of City's Default.**

(a) The Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within sixty (60) days after receipt of such notice or such longer period of time that the Developer may specify in such notice, either cure such alleged failure or, in a written response to each Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination.

(c) In the event that the Developer determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may proceed to mediation under Section 7.04 hereof or exercise the applicable remedy under Section 7.05 hereof.

**Section 7.04 Mediation.** In the event the Parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 7.02 or 7.03 hereof, the Parties agree to submit the disputed issue to non-binding mediation. The Parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within seven (7) days after the mediation is initiated or fourteen (14) days after mediation is requested. The Parties participating in the mediation shall share the costs of the mediation equally.

## **Section 7.05 Remedies.**

(a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 7.04 hereof, the City may file suit in a court of competent jurisdiction in Fort Bend County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, temporary and/or permanent injunction and termination of this Agreement as to the breaching Developer.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 7.04 hereof, the Developer may file suit in a court of competent jurisdiction in Fort Bend County, Texas, and seek any relief available, at law or in equity, including, but not limited to, temporary and/or permanent injunction, specific performance, an action under the Uniform Declaratory Judgment Act, termination of this Agreement, and immediate release of the Property from the City's ETJ that was not in the City's ETJ on the date of the execution of this Agreement. The parties further agree that sovereign immunity will be waived for the limited purposes of enforcing the contractual rights and remedies pursuant to this Agreement.

## **ARTICLE VIII BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT**

**Section 8.01 Beneficiaries.** This Agreement shall bind and inure to the benefit of the City and the Developer, their successors and assigns, as provided herein. In addition to the City and the Developer, Designated Mortgagees, and their respective successors and assigns, shall also be deemed beneficiaries to this Agreement. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future landowners and owners of any portion of the Property, other than Ultimate Consumers. A memorandum of this Agreement, in substantially the form attached hereto as **Exhibit G**, shall be recorded in the Official Property Records of Fort Bend County, Texas.

**Section 8.02 Term.** This Agreement shall bind the Parties and continue until a date that is forty-five (45) years from the date of this Agreement, unless terminated on an earlier date pursuant to other provisions of this Agreement, or by express written agreement executed by the City and the Developer.

**Section 8.03 Termination.** In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the Parties, the Parties shall promptly execute and file of record, in the Official Property Records of Fort Bend County, a document confirming the termination of this Agreement, and such other documents as may be

appropriate to reflect the basis upon which such termination occurred.

**Section 8.04 Assignment or Sale.** If the Developer proposes to sell all or substantially all of the Property, it shall provide prior written notice of such sale to the City. Any person who acquires the Property or any portion of the Property, except for an Ultimate Consumer, shall take the Property subject to the terms of this Agreement. Provided, however, the Developer's assignee shall not acquire the rights and obligations of the Developer unless the Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become the Developer for purposes of this Agreement and notice is sent by the Developer to the City and any Designated Mortgagee.

**Section 8.05 Transfer of Control of Developer.** The Developer shall promptly notify the City prior to any substantial change in ownership or control of that Developer. As used herein, the words "substantial change in ownership or control" shall mean a change of more than 49% of the stock or equitable ownership of a Developer. Any contract or agreement for the sale, transfer, or assignment of control or ownership of the Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

## **ARTICLE IX MISCELLANEOUS PROVISIONS**

**Section 9.01 Notice.** The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Any notice required to be given by a party to a Designated Mortgagee shall be given as provided above at the address designated upon the identification of the Designated Mortgagee. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

City: City of Simonton  
P.O. Box 7  
Simonton, Texas 77476  
Attn: City Secretary  
(Fax) (281) 533-9809

With copies to: Olson & Olson LLP  
Attn: Art Pertile  
Wortham Tower, Suite 600  
2727 Allen Parkway  
Houston, Texas 77019

Developer: Twinwood US, Inc.  
10152 FM 1489  
Simonton, TX 77476  
Attn: Glenn Plowman  
(Fax) (281) 346-1754

With copies to: Allen Boone Humphries Robinson LLP  
Attn: Stephen M. Robinson  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Parties. A Designated Mortgagee may change its address in the same manner by written notice to all of the Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

**Section 9.02 Time.** Time is of the essence in all things pertaining to the performance of this Agreement.

**Section 9.03 Severability.** If any provision, or any part of a provision, of this Agreement is found by a competent court to be illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement, including the remainder of a provision only part of which is invalid, shall not be affected.

**Section 9.04 Waiver.** Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the



right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**Section 9.05 Applicable Law and Venue.** The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue for any dispute regarding this Agreement shall be in the State District Courts of Fort Bend County, Texas.

**Section 9.06 Reservation of Rights.** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

**Section 9.07 Further Documents.** The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

**Section 9.08 Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

**Section 9.09 Effect of State and Federal Laws.** Notwithstanding any other provision of this Agreement, the Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, and any rules implementing such statutes or regulations.

**Section 9.10 Authority and Enforceability.** The City hereby certifies, represents, and warrants that execution of this Agreement is duly authorized and adopted in conformity with the laws of the State of Texas and City ordinances (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.172 of the Texas Local Government Code. Contemporaneous with execution of this Agreement, (i) Olson & Olson, LLP, shall deliver an unqualified opinion that this Agreement is valid, binding, and enforceable against the City, and (ii) Allen Boone Humphries Robinson LLP shall deliver an unqualified opinion that this Agreement is valid, binding, and enforceable against the Developer.

**Section 9.11 Interpretation.** This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

**Section 9.12 Agreed Facts.** The City and the Developer agree as follows: The Developer will provide water supply and wastewater collection services to residents located within the extraterritorial jurisdiction of the City through Special Districts. The Developer will provide water, sewer, drainage, park and recreational, and road facilities to serve the Property located within the extraterritorial jurisdiction of the City, all of which facilities may become City-owned facilities upon the annexation of Special Districts. The Developer will provide construction of the above-mentioned facilities to serve the Property, at no cost to the City. The Developer has agreed to oversize facilities to serve other areas outside the Property when requested by the City with the City paying any cost to oversize the facilities. To the extent the City owns any property within any of the Special Districts, the Special Districts will be obligated to serve the City. The City will receive sales tax revenues from development within the Property that it would otherwise not be entitled to.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_ 2015.

**CITY OF SIMONTON, TEXAS**

By: \_\_\_\_\_  
Daniel McJunkin  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TWINWOOD US, INC., a Texas corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT LIST

- Exhibit A** Metes and Bounds of Property
- Exhibit A-1** Vicinity Map of the Property
- Exhibit B** Development Ordinance
- Exhibit C** Variances
- Exhibit D** Form Petition Requesting Expansion and Extension of ETJ
- Exhibit E** Form Consent Resolution
- Exhibit F** Form Strategic Partnership Agreement
- Exhibit G** Memorandum of Development Agreement

**EXHIBIT A**  
**PROPERTY**

TWINWOOD - SIMONTON ETJ

DESCRIPTION OF  
1,094 ACRES (PARCEL A)

Being 1,094 acres, more or less, of land situated in the Noel F. Roberts League, Abstract No. 79, Thomas Westall League, Abstract No. 92, Andrew Roberts League, Abstract No. 78, Fort Bend County, Texas, more particularly being portions of that certain called 78.15 acre tract of land conveyed to FM 1093 & Guyler Road Farms, Inc. by instrument of record in File No. 2006077509 of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., that certain called 27.95 acre tract of land conveyed to FM 1093 & Guyler Road Farms, Inc. by instrument of record in File No. 2006076340, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., that certain called 124.940 acre tract of land conveyed to DDD Ranch Incorporated by instrument of record in File No. 2006083773, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., that certain called 5.00 acre tract of land conveyed to DDD Ranch Incorporated by instrument of record in File No. 2006116135, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., that certain called 566.003 acre tract of land (described as Tract 1A) conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2007046885, F.B.C.O.P.R., that certain called 23.91 acre tract of land conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2013104821, F.B.C.O.P.R., that certain called 34.892 acre tract of land (described as Tract 1C) conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 200746885, F.B.C.O.P.R., that certain called 9.502 acre tract of land conveyed to Twinwood (U.S.), inc. by instrument of record in File No. 1999062096, F.B.C.O.P.R., that certain called 16.986 acre tract of land conveyed to Twinwood (U.S.), inc. by instrument of record in File No. 2002112331, F.B.C.O.P.R., that certain called 2.4043 acre tract of land conveyed to Ralston-Cannon Ventures, Inc. by instrument of record in File No. 2008062584, F.B.C.O.P.R., that certain called 10.3305 acre tract of land conveyed to Ralston-Cannon Ventures, Inc. by instrument of record in File No. 2008074070, F.B.C.O.P.R., that certain called 54.176 acre tract of land conveyed to Sanders Road & FM 1093 Investments, Inc. by instrument of record in File No. 2008055762, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., that certain called 81.870 acre tract of

land conveyed to Sanders Road & FM 1093 Investments, Inc. by instrument of record in File No. 2006048625, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., that certain called 14.9178 acre tract of land (described as Tract 1) conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 1999037137, F.B.C.O.P.R., that certain called 53.6119 acre tract of land (described as Tract 2) conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 1999037137, F.B.C.O.P.R., that certain called 2.65 acre tract of land conveyed to Riverbank Investments, Inc. by instruments of record in File Nos. 2007001713 & 2007004160, F.B.C.O.P.R., that certain called 21.8369 acre tract of land conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2006048349, F.B.C.O.P.R., that certain called 5.000 acre tract of land conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2006108996, F.B.C.O.P.R., that certain called 124.238 acre tract of land conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2005054620, F.B.C.O.P.R., that certain called 52.71 acre tract of land conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2006086205, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., that certain called 4.5010 acre tract of land conveyed to Riverbank Investments, Inc. by instrument of record in File No. 2006133789, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., that certain called 360.3145 acre tract of land conveyed to Ash Road Cattle Co., Inc. by instrument of record in File No. 2006100983, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., that certain called 25.6103 acre tract of land (described as Tract B) conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2005148447, F.B.C.O.P.R., that certain called 25.6246 acre tract of land (described as Tract A) conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2005148448, F.B.C.O.P.R., that certain called 24.0913 acre tract of land conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2006115346, F.B.C.O.P.R., that certain called 14.5597 acre tract of land conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2006116836, F.B.C.O.P.R., that certain called 14.9298 acre tract of land (described as Tract E) conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2005148448, F.B.C.O.P.R., and that certain called 14.9297 acre tract of land (described as Tract F) conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2005148447, F.B.C.O.P.R., said 1,094 acres being more particularly described by metes and bounds as follows:

BEGINNING at the northwesterly corner of the aforementioned 78.15 acre tract;

Thence, Easterly, along the northerly line of said 78.15 acre tract and the northerly line of the aforementioned 124.940 acre tract, 6,159 feet, more or less, to a northerly corner of said 124.940 acre tract;

Thence, Southerly, along a northerly line of said 124.940 acre tract, 50 feet, more or less, to a northerly corner of said 124.940 acre tract;

Thence, Easterly, along a northerly line of said 124.940 acre tract, 738 feet, more or less to the northeasterly corner of said 124.940 acre tract, said point being at the approximate City Limits Line of Simonton;

Thence, Southerly along the easterly line of said 124.940 acre tract and the approximate City Limits Line of Simonton, 1,606 feet, more or less, to the southeasterly corner of said 124.940 acre tract and a corner of the approximate City Limits Line of Simonton, said point being on a northerly line of the aforementioned 566.003 acre tract;

Thence, Easterly, along a northerly line of said 566.003 acre tract, a northerly line of the aforementioned 16.986 acre tract, and the approximate City Limits Line of Simonton, 1,287 feet, more or less, to a northeasterly corner of said 16.986 acre tract;

Thence, Southerly, along a northeasterly line of said 16.986 acre tract, 220 feet, more or less to a northeasterly interior corner of said 16.986 acre tract;

Thence, Easterly, along a northerly line of said 16.986 acre tract, 345 feet, more or less, to the northeasterly corner of said 16.986 acre tract, said point being on the westerly right-of-way line of Farm to Market Road 1489 (FM 1489);

Thence, Southerly, along the westerly right-of-way line of said F.M. 1489 and the easterly line of said 16.986 acre tract, 466 feet, more or less, to a point for corner;



1,094 Acres

July 18, 2014  
Job No. 7777-1000

Thence, Easterly, crossing said F.M. 1489 and along the northerly line of the aforementioned 2.4043 acre tract, 621 feet, more or less, to the northeasterly corner of said 2.4043 acre tract;

Thence, Southeasterly, along the easterly line of said 2.4043 acre tract, 225 feet, more or less, to a point for corner, said point being on the northerly line of the aforementioned 10.3305 acre tract;

Thence, Easterly, along the northerly line of said 10.3305 acre tract, 928 feet, more or less, to the northeasterly corner of said 10.3305 acre tract, said point being on the westerly line of the aforementioned 54.176 acre tract;

Thence, Northerly, along the westerly line of said 54.176 acre tract, 1,045 feet, more or less, to a point for corner, said point being at the approximate City Limits Line of Simonton;

Thence, Easterly, along the approximate City Limits Line of Simonton, 1,102 feet, more or less, to a point for corner, said point being on the easterly line of the aforementioned 81.870 acre tract;

Thence, Southerly, along the easterly line of said 81.870 acre tract, 1,072 feet, more or less to a point for corner, said point being on the most northerly line of the aforementioned 124.238 acre tract;

Thence, Easterly, along the most northerly line of said 124.238 acre tract, 879 feet, more or less, to the most northerly northeast corner of said 124.238 acre tract;

Thence, Southerly, along an easterly line of said 124.238 acre tract and the approximate City Limits Line of Simonton, 1,468 feet, more or less, to an interior corner of said 124.238 acre tract and a corner of the approximate City Limits of Simonton;

Thence, Easterly, along a northerly line of said 124.238 acre tract and the approximate City Limits Line of Simonton, 786 feet, more or less, to the most easterly northeast corner of

said 124.238 acre tract, and a corner of the approximate City Limits of Simonton, said point also being on the westerly line of the aforementioned 25.6246 acre tract;

Thence, Northerly, along the westerly lines of said 25.6246 acre tract, the aforementioned 24.0913 acre tract, and the aforementioned 14.5597 acre tract, and the City Limits Line of Simonton, 2,915 feet, more or less, to the northwesterly corner of said 14.5597 acre tract;

Thence, Easterly, along the northerly line of said 14.5597 acre tract and the approximate City Limits Line of Simonton, 693 feet, more or less, to the northeasterly corner of said 14.5597 acre tract, said point being on the westerly line of the aforementioned 14.9298 acre tract;

Thence, Northerly, along the westerly line of said 14.9298 acre tract and the approximate City Limits Line of Simonton, 537 feet, more or less, to the northwesterly corner of said 14.9298 acre tract;

Thence, Easterly, departing the approximate City Limits Line of Simonton, along the northerly line of said 14.9298 acre tract and the northerly line of the aforementioned 14.9297 acre tract, 1,570 feet, more or less, to the northeasterly corner of said 14.9297 acre tract;

Thence, Southerly, along the easterly line of said 14.9297 acre tract, 828 feet, more or less, to the southeasterly corner of said 14.9297 acre tract, said point being on the northerly line of the aforementioned 360.3145 acre tract;

Thence, Easterly, along the northerly line of said 360.3145 acre tract, 521 feet, more or less, to the northeasterly corner of said 360.3145 acre tract;

Thence, Southerly, along the easterly line of said 360.3145 acre tract, 1,557 feet, more or less, to a point for corner, said point being at the approximate ETJ Line of Simonton, the beginning of a curve;

1,094 Acres

July 18, 2014  
Job No. 7777-1000

Thence, Southwesterly, along the approximate ETJ Line of Simonton, 221 feet, more or less, along the arc of a non-tangent curve to the right, having a radius of 2,640.00 feet, to a point for corner;

Thence, Southerly, along the approximate ETJ Line of Simonton, 1,023 feet, more or less, to a point for corner, the beginning of a curve;

Thence, Southwesterly, along the approximate ETJ Line of Simonton, 4,084 feet along the arc of a non-tangent curve to the right, having a radius of 2,640.00, feet to a point for corner;

Thence, Westerly, along the approximate ETJ Line of Simonton, 596 feet, more or less, to a point for corner, said point being on the westerly line of the aforementioned 52.71 acre tract;

Thence, Northerly, along the westerly line of said 52.71 acre tract, 236 feet, more or less, to the northwesterly corner of said 52.71 acre tract, said point being on the southerly right-of-way line of Sanders Road;

Thence, Easterly, along the northerly line of said 52.71 acre tract, 567 feet, more or less, to the northeasterly corner of said 52.71 acre tract;

Thence, Southerly, along the easterly line of said 52.71 acre tract, 77 feet, more or less to a northwesterly corner of the aforementioned 4.5010 acre tract;

Thence, Easterly, along a northwesterly line of said 4.5010 acre tract, 215 feet, more or less, to a northwesterly interior corner of said 4.5010 acre tract;

Thence, Northerly, along a northwesterly line of said 4.5010 acre tract and a southwesterly line of the aforementioned 25.6103 acre tract, 179 feet, more or less to a southwesterly corner of said 25.6103 acre tract;

Thence, Westerly, along a southwesterly line of said 25.6103 acre tract, 215 feet, more or less, to a southwesterly corner of said 25.6103 acre tract, said point being on an easterly line of the aforementioned 124.238 acre tract;

Thence, Southerly, along the easterly line of said 124.238 acre tract, 91 feet, more or less, to the southeasterly corner of said 124.238 acre tract, said point being on the northerly right-of-way line of said Sanders Road;

Thence, Westerly, along the southerly line of said 124.238 acre tract and the northerly line of said Sanders Road, 1,691 feet, more or less, to the southwesterly corner of said 124.238 acre tract, said point being on an easterly line of the aforementioned 2.65 acre tract;

Thence, Southerly, along an easterly line of said 2.65 acre tract, 119 feet, more or less, to a point for corner, said point being at the approximate ETJ Line of Simonton, the beginning of a curve;

Thence, Northwesterly, along the approximate ETJ Line of Simonton, 345 feet, more or less along the arc of a non-tangent curve to the right, having a radius of 2,640.00 feet, to a point for corner, said point being on the northerly line of the aforementioned 5.000 acre tract;

Thence, Easterly, along the northerly line of said 5.000 acre tract and the northerly line of said 2.65 acre tract, 332 feet, more or less, to a point for corner, said point being on the westerly line of said 124.238 acre tract;

Thence, Northerly, along the westerly line of said 124.238 acre tract, 1,379 feet, more or less, to the southeasterly corner of the aforementioned 81.870 acre tract;

Thence, Westerly, along the southerly line of said 81.870 acre tract, 379 feet, more or less, to the northeasterly corner of the aforementioned 21.8369 acre tract;

Thence, Southerly, along the easterly line of said 21.8369 acre tract, 1,346 feet, more or less, to a point for corner, said point being on the approximate ETJ Line of Simonton, the beginning of a curve;

Thence, Northwesterly, along the approximate ETJ Line of Simonton, 1,669 feet, more or less, along the arc of a non-tangent curve to the right, having a radius of 2,640.00 feet, to a point for corner, said point being on a northerly line of the aforementioned 14.9178 acre tract;

Thence, Easterly, along a northerly line of said 14.9178 acre tract, 458 feet, more or less, to a point for corner, said point being on the westerly line of the aforementioned 54.176 acre tract;

Thence, Northerly, along the westerly line of said 54.176 acre tract, 2,231 feet, more or less, to the southeasterly corner of the aforementioned 10.3305 acre tract;

Thence, Westerly, along the southerly line of said 10.3305 acre tract and crossing F.M. 1489, 1,598 feet, more or less, to a point for corner, said point being on the westerly right-of-way line of said F.M. 1489 and an easterly line of the aforementioned 9.502 acre tract;

Thence, Southerly, along the easterly line of said 9.502 acre tract, the easterly line of the aforementioned 566.003 acre tract and the westerly right-of-way line of said F.M. 1489, 337 feet, more or less, to an easterly corner of said 566.003 acre tract, said point being on a northerly line of the aforementioned 34.892 acre tract;

Thence, Southeasterly, departing the westerly right-of way line of said F.M. 1489, along a northerly line of said 34.892 acre tract, 52 feet, more or less, to a northeasterly corner of said 34.892 acre tract;

Thence, Southerly, along the easterly line of said 34.892 acre tract, 874 feet, more or less, to the southeasterly corner of said 34.892 acre tract;

1,094 Acres

July 18, 2014  
Job No. 7777-1000

Thence, Westerly, along the southerly line of said 34.892 acre tract, 50 feet, more or less, to the northeasterly corner of the aforementioned 23.91 acre tract, said point being in the westerly right-of-way line of F.M. 1489;

Thence, Southerly, along the easterly line of said 23.91 acre tract, 228 feet, more or less, to a point for corner, said point being at the approximate ETJ Line of Simonton;

Thence, Westerly, along the approximate ETJ Line of Simonton, 1,567 feet, more or less, to a point for corner, the beginning of a curve;

Thence, Northwesterly, along the approximate ETJ Line of Simonton, 3,247 feet, more or less, along the arc of a non-tangent curve to the right, having a radius of 2,640.00 feet, to a point for corner,

Thence, Westerly, along the approximate ETJ Line of Simonton, 1,466 feet, more or less, to a point for corner, said point being on a westerly line of the aforementioned 566.003 acre tract;

Thence, Northerly, along the westerly line of said 566.003 acre tract, 989 feet, more or less, to the southeasterly corner of the aforementioned 27.95 acre tract;

Thence, Westerly, along the southerly line of said 27.95 acre tract, 2,933 feet, more or less, to the southwesterly corner of said 27.95 acre tract;

Thence, Northerly, along the westerly line of said 27.95 acre tract and the westerly line of the aforementioned 78.15 acre tract, 1,585 feet, more or less, to the POINT OF BEGINNING and containing 1,094 acres of land, more or less.

This description is based on record information only, and corners were not set at the client's request.

1,094 Acres

July 18, 2014  
Job No. 7777-1000

“This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared”

LJA Engineering, Inc.

TWINWOOD - SIMONTON ETJ

DESCRIPTION OF  
709 ACRES (PARCEL B)

Being 709 acres, more or less, of land situated in the Noel F. Roberts League, Abstract No. 79, more particularly being portions of that certain called 647.182 acre tract of land (described as Tract A) conveyed to Mullins Ranch, Inc. by instrument of record in File No. 2010075498 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., that certain called 18.525 acre tract of land (described as Tract B) conveyed to Mullins Ranch, Inc. by instrument of record in File No. 2010075498, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., that certain called 6.041 acre tract of land conveyed to Mullins Ranch, Inc. by instrument of record in File No. 2006135668, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., that certain called 5.8496 acre tract of land conveyed to Mullins Ranch, Inc. by instrument of record in File No. 2008114524, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., that certain called 4.9694 acre tract of land conveyed to Mullins Ranch, Inc. by instrument of record in File No. 2008119863, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., that certain called 5.00 acre tract of land (described as Tract 1), certain called 1.334 acre tract of land (described as Tract 2), and certain called 20.647 acre tract of land (described as Tract 3) conveyed to Mullins Ranch, Inc. by instrument of record in File No. 2010044259, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., said 709 acres being more particularly described by metes and bounds as follows:

BEGINNING at the most northerly northwest corner of said 647.182 acre tract, said point being in the southerly right-of-way line of Hannibal Road;

Thence, Easterly, along the northerly line of said 647.182 acre tract and the southerly right-of-way line of said Hannibal Road, 829 feet, more or less, to the most northerly corner of said 647.182 acre tract and the northwesterly corner of that certain called 10.0 acre tract of land



conveyed to Mullins Ranch, Inc. by instrument of record in File No. 2006062118, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R.;

Thence, Southerly, along an easterly line of said 647.182 acre tract and the westerly line of said 10.0 acre tract, 1,218 feet, more or less, to an interior corner of said 647.182 acre tract and the southwesterly corner of said 10.0 acre tract;

Thence, Easterly, along a northerly line of said 647.182 acre tract, 3,247 feet, more or less, to a northeasterly corner of said 647.182 acre tract and the northwesterly corner of that certain called 43.348 acre tract of land conveyed to Mullins Ranch, Inc. by instrument of record in File No. 2006109294 F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R.;

Thence, Southerly, along an easterly line of said 647.182 acre tract, 2,085 feet, more or less, to an interior corner of said 647.182 acre tract;

Thence, Easterly, along a northeasterly line of said 647.182 acre tract, 986 feet, more or less, to an easterly corner of said 647.182 acre tract;

Thence, Southerly, along an easterly line of said 647.182 acre tract, 2,018 feet, more or less, to an easterly corner of said 647.182 acre tract and a northwesterly interior corner of that certain called 45.7951 acre tract of land conveyed to Mullins Ranch, Inc. by instrument of record in File No. 2006143619 F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R.;

Thence, Westerly, along an interior line of said 647.182 acre tract and a northerly line of said 45.7951 acre tract, 1,446 feet, more or less, to an easterly interior corner of said 647.182 acre tract, a northwesterly corner of said 45.7951 acre tract, and the northeasterly corner of said 18.525 acre tract;

Thence, Southerly, along the westerly line of said 45.7951 acre tract, and the easterly line of said 18.525 acre tract, 507 feet, more or less, to the most westerly southwest corner of

said 45.7951 acre tract, and the southeasterly corner of said 18.525 acre tract, said point being on an interior line of said 647.182 acre tract;

Thence, Easterly, along an interior line of said 647.182 acre tract and a southerly line of said 45.7951 acre tract, 2,273 feet, more or less, to an easterly corner of said 647.182 acre tract and a southerly interior corner of said 45.7951 acre tract;

Thence, Southerly, along an easterly line of said 647.182 acre tract and a southeasterly line of said 45.7951 acre tract, 252 feet, more or less, to an easterly corner of said 647.182 acre tract and a southeasterly corner of said 45.7951 acre tract;

Thence, Easterly, along a southeasterly line of said 647.182 acre tract and a southerly line of said 45.7951 acre tract, 337 feet, more or less, to an easterly corner of said 647.182 acre tract and the southeasterly corner of said 45.7951 acre tract, said point also being on the westerly right-of-way line of Pool Hill Road;

Thence, Southerly, along an easterly line of said 647.182 acre tract and the westerly right-of-way line of said Pool Hill Road, 458 feet, more or less to the most easterly southeast corner of said 647.182 acre tract;

Thence, Westerly, along a southeasterly line of said 647.182 acre tract, 690 feet, more or less, to a southeasterly interior corner of said 647.182 acre tract;

Thence, Southerly, along a southeasterly line of said 647.182 acre tract, 115 feet, more or less, to a southeasterly corner of said 647.182 acre tract;

Thence, Westerly, along the southerly line of said 647.182 acre tract and the northerly line of the aforementioned 6.0141 acre tract, 2,793 feet, more or less, to a point for corner at the approximate ETJ Line of Simonton, the beginning of a curve;

Thence, Southeasterly, along the approximate ETJ Line of Simonton, 457 feet, more or less, along the arc of a non-tangent curve to the right, having a radius of 2,640.00 feet, to a point for corner, said point being on the easterly line of said 6.041 acre tract;

Thence, Southerly, along the easterly line of said 6.041 acre tract and the easterly line of the aforementioned 5.8496 acre tract, 643 feet, more or less, to the southeasterly corner of said 5.8496 acre tract;

Thence, Westerly, along the southerly line of said 5.8496 acre tract, 303 feet, more or less, to the northeasterly corner of the aforementioned 4.9694 acre tract;

Thence, Southerly, along the easterly line of said 4.9694 acre tract, 429 feet, more or less, to the southeasterly corner of said 4.9694 acre tract;

Thence, Westerly, along the southerly line of said 4.9694 acre tract, 675 feet, more or less, to the southwesterly corner of said 4.9694 acre tract;

Thence, Northeasterly, along the northwesterly line of said 4.9694 acre tract, 581 feet, more or less, to the northwesterly corner of said 4.9694 acre tract;

Thence, Easterly, along the northerly line of said 4.9694 acre tract, 115 feet, more or less, to the southwesterly corner of said 5.8496 acre tract;

Thence, Northerly, along the westerly lines of said 5.8496 acre tract and the westerly line of said 6.041 acre tract, 1,029 feet, more or less, to the northwesterly corner of said 6.041 acre tract, said point being on a southerly line of said 647.182 acre tract;

Thence, Westerly, along a southerly line of said 647.182 acre tract, 1,504 feet, more or less to a southerly corner of said 647.182 acre tract;

Thence, Northwesterly, along a southerly line of said 647.182 acre tract, 149 feet, more or less, to a southerly corner of said 647.182 acre tract;

Thence, Westerly, along a southerly line of said 647.182 acre tract, 845 feet, more or less, to a southerly interior corner of said 647.182 acre tract;

Thence, Southerly, along a southerly line of said 647.182 acre tract, 1,468 feet, more or less, to a southerly interior corner of said 647.182 acre tract;

Thence, Northeasterly, along an interior line of said 647.182 acre tract, 144 feet, more or less, to a southerly corner of said 647.182 acre tract;

Thence, Southerly, along a southerly line of said 647.182 acre tract, 469 feet, more or less, to the most southerly southeast corner of said 647.182 acre tract;

Thence, Westerly, along the most southerly line of said 647.182 acre tract, 800 feet, more or less, to the most southerly southwest corner of said 647.182 acre tract;

Thence, Northerly, along a southwesterly line of said 647.182 acre tract, 368 feet, more or less, to a southwesterly corner of the said 647.182 acre tract;

Thence, Northwesterly, along a southwesterly line of said 647.182 acre tract, 1,712 feet, more or less, to the most westerly southwest corner of said 647.182 acre tract and the southeasterly corner of the aforementioned 20.647 acre tract;

Thence, Westerly, along the southerly line of said 20.647 acre tract, the southerly line of the aforementioned 1.334 acre tract and the southerly line of the aforementioned 5.00 acre tract, 710 feet, more or less, to the southwesterly corner of said 5.00 acre tract;

Thence, Northerly, along the westerly line of said 5.00 acre, 1,283 feet, more or less, to the northwesterly corner of said 5.00 acre tract, said point being in the right-of-way of Mullins Road;

721 Acres

July 18, 2014  
Job No. 7777-1000

Thence, Easterly, along the northerly line of said 5.00 acre tract, the northerly line of said 20.647 acre tract, and a northwesterly line of said 647.182 acre tract, 2,667 feet, more or less, to a northwesterly interior corner of said 647.182 acre tract;

Thence, Northerly, along a westerly line of said 647.182 acre tract, 5,896 feet, more or less, to the POINT OF BEGINNING and containing 721 acres of land, more or less.

SAVE AND EXCEPT

That certain called 12 acres of land conveyed to Most Reverend Daniel Cardinal DiNardo, Archbishop of Galveston-Houston and his successors in Office by Last Will and Testament recorded in File No. 2011025573, F.B.C.O.P.R.

Resulting in a net area of 709 acres of land, more or less.

This description is based on record information only and does not reflect an on the ground survey. Corners were not set at the client's request.

"This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"

LJA Engineering, Inc.

TWINWOOD - SIMONTON ETJ

DESCRIPTION OF  
65.1 ACRES (PARCEL C)

Being 65.1 acres of land, more or less, situated in the Thomas Westall League, Abstract No. 92, Fort Bend County, Texas, more particularly being portions of that certain called 28.914 acre tract of land conveyed to FM 1489 Farms, Inc. by instrument of record in File No. 2006122891 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., that certain called 49.505 acre tract of land conveyed to FM 1489 Farms, Inc. by instrument of record in File No. 2006122891, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., and that certain called 25.2643 acre tract of land conveyed to FM 1489 Farms, Inc. by instrument of record in File No. 2006134150, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., said 65.1 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the northeasterly corner of said 25.2643 acre tract, said point being in the westerly right-of-way line of Stanberry Lane;

Thence, Southerly, along the easterly line of said 25.2643 acre tract and the westerly right-of-way line of said Stanberry Lane, 1,426 feet, more or less, to a point for corner, said point being at the approximate City Limits Line of Simonton;

Thence, Westerly, along the approximate City Limits Line of Simonton, 1,845 feet, more or less, to a point for corner, said point being on a southwesterly line of said 49.505 acre tract;

Thence, Northerly, along the westerly line of said 49.505 acre tract, 38 feet, more or less, to the southeasterly corner of the aforementioned 28.914 acre tract;

Thence, Westerly, along the southerly line of said 28.914 acre tract, 951 feet, more or less, to a point for corner, said point being at the approximate City Limits Line of Simonton;

65.1 Acres

July 18, 2014  
Job No. 7777-1000

Thence, Northerly, along the approximate City Limits Line of Simonton, 1,282 feet, more or less, to a point for corner, said point being on the northerly line of said 28.914 acre tract;

Thence, Easterly, along the northerly line of said 28.914 acre tract, 942 feet, more or less, to the northeasterly corner of said 28.914 acre tract;

Thence, Southerly, along an easterly line of said 28.914 acre tract, 711 feet, more or less, to a northwesterly corner of said 49.505 acre tract;

Thence, Easterly, along a northerly line of said 49.505 acre tract, 1,265 feet, more or less, to a northwesterly interior corner of said 49.505 acre tract;

Thence, Northerly, along a northwesterly line of said 49.505 acre tract, 1,877 feet, more or less, to the most northerly northwest corner of said 49.505 acre tract;

Thence, Easterly, along the most northerly line of said 49.505 acre tract, 100 feet, more or less, to the northeasterly corner of said 49.505 acre tract;

Thence, Southerly, along the easterly line of said 49.505 acre tract, 887 feet, more or less to the northwesterly corner of the aforementioned 25.2643 acre tract;

Thence Easterly, along the northerly line of said 25.2643 acre tract, 483 feet, more or less, to the POINT OF BEGINNING and containing 65.1 acres of land, more or less.

This description is based on record information only, and corners were not set at the client's request.

65.1 Acres

July 18, 2014  
Job No. 7777-1000

“This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared”

LJA Engineering, Inc.



TWINWOOD - SIMONTON ETJ

DESCRIPTION OF  
43.3 ACRES (PARCEL D)

Being 43.3 acres, more or less, of land situated in the Andrew Roberts League, Abstract No. 78, Fort Bend County, Texas, more particularly being a portion of that certain called 46.071 acre tract of land conveyed to FM 1093 & Guyler Road Farms, Inc. by instrument of record in File No. 2008093601 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., said 43.3 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the northeasterly corner of said 46.071 acre tract, said point being on the westerly right-of-way line of Guyler Road;

Thence, Southerly, along the easterly line of said 46.071 acre tract and the westerly right-of-way line of said Guyler Road, 768 feet, more or less, to a point for corner, said point being at the approximate ETJ Line of Simonton;

Thence, Southwesterly, along the approximate ETJ Line of Simonton, 1468 feet, more or less, to a point for corner, said point being on the southerly line of said 46.071 acre tract;

Thence, Westerly, along the southerly line of said 46.071 acre tract, 687 feet, more or less, to the southwesterly corner of said 46.071 acre tract;

Thence, Northerly, along the westerly line of said 46.071 acre tract, 935 feet, more or less, to the northwesterly corner of said 46.071 acre tract;

Thence, Easterly, along the northerly line of said 46.071 acre tract, 2,150 feet, more or less, to the POINT OF BEGINNING and containing 43.3 acres of land, more or less.

43.3 Acres

July 18, 2014  
Job No. 7777-1000

This description is based on record information only, and corners were not set at the client's request.

"This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"

LJA Engineering, Inc.

TWINWOOD - SIMONTON ETJ

DESCRIPTION OF  
5.0 ACRES (PARCEL E)

Being 5.0 acres, more or less, of land situated in the Noel F. Roberts League, Abstract No. 79, Fort Bend County, Texas, more particularly being that certain called 4.99 acre tract conveyed to Mair Investments, Inc. by instrument of record in File No. 2008065525 of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., said 5.0 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the southerly right-of-way line of FM 1093 and the westerly right-of-way line of Lori Lane, said point being the northeasterly corner of said 4.99 acre tract;

Thence, Southerly, along the westerly right-of-way line of said Lori Lane and the easterly line of said 4.99 acre tract, 886 feet, more or less, to the southeasterly corner of said 4.99 acre tract;

Thence, Westerly, along the southerly line of said 4.99 acre tract, 249 feet, more or less, to the southwesterly corner of said 4.99 acre tract;

Thence, Northerly, along the westerly line of said 4.99 acre tract, 859 feet, more or less, to the northwesterly corner of said 4.99 acre tract, said point being on the southerly right-of-way line of said FM 1093;

Thence Easterly, along the northerly line of said 4.99 acre tract and the southerly right-of-way line of said FM 1093, 251 feet, more or less, to the POINT OF BEGINNING and containing 5.0 acres of land, more or less.

5.0 Acres

July 18, 2014  
Job No. 7777-1000

This description is based on record information only, and corners were not set at the client's request.

"This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"

LJA Engineering, Inc.

TWINWOOD - SIMONTON ETJ

DESCRIPTION OF  
6.4 ACRES (PARCEL F)

Being 6.4 acres, more or less, of land situated in the Andrew Roberts League, Abstract No. 78, Fort Bend County, Texas, more particularly being that certain called 6.38057 acre tract of land conveyed to FM 1093 & Guylor Road Farms, Inc. by instrument of record in File No. 2006131022 of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., said 6.4 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the northeasterly corner of said 6.38057 acre tract;

Thence, Southerly, along the easterly line of said 6.38057 acre tract, 1,507 feet, more or less, to the southeasterly corner of said 6.38057 acre tract;

Thence, Westerly, along the southerly line of said 6.38057 acre tract, 186 feet, more or less, to the southwesterly corner of said 6.38057 acre tract;

Thence, Northerly, along the westerly line of said 6.38057 acre tract, 1,486 feet, more or less, to the northwesterly corner of said 6.38057 acre tract;

Thence, Easterly, along the northerly line of said 6.38057 acre tract, 187 feet, more or less, to the POINT OF BEGINNING and containing 6.4 acres of land, more or less.

This description is based on record information only, and corners were not set at the client's request.

"This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"

6.4 Acres

July 18, 2014  
Job No. 7777-1000

LJA Engineering, Inc.

TWINWOOD - SIMONTON ETJ

DESCRIPTION OF  
528 ACRES (PARCEL G)

Being 528 acres, more or less, of land situated in the Andrew Roberts League, Abstract No. 78, the Randolph Foster League, Abstract No. 28, and the Thomas Westall League, Abstract No. 92, Fort Bend County, Texas, more particularly being out of that certain called 753.14 acre tract of land conveyed to Twinwood (U.S.), Inc., as conveyed in File No. 2010042222, Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), said 528 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the most easterly east line of said 753.14 acre tract, and the approximate City Limits Line of Simonton;

Thence, Southerly, along said east line, 386 feet, more or less, to a southeasterly corner of said 753.14 acre tract;

Thence, Westerly, along a southerly line of said 756.14 acre tract, 1,654 feet, more or less, to an interior corner of said 753.14 acre tract;

Thence, Southerly, along an east line of said 756.14 acre tract, 1,730 feet, more or less, to a southeasterly corner of said 753.14 acre tract;

Thence, Westerly, along a southerly line of said 756.14 acre tract, 1,794 feet, more or less, to an interior corner of said 753.14 acre tract;

Thence, Southerly, along an east line of said 756.14 acre tract, 4,074 feet, more or less, to a southeasterly corner of said 753.14 acre tract;

Thence, Westerly, along a southerly line of said 756.14 acre tract, 1,214 feet, more or less, to an interior corner of said 753.14 acre tract;

Thence, Southerly, along an east line of said 756.14 acre tract, 1,224 feet, more or less, to the southeasterly corner of said 753.14 acre tract;

Thence, Westerly, along a southerly line of said 756.14 acre tract, 2,809 feet, more or less, to the southwesterly corner of said 753.14 acre tract;

Thence, Northwesterly, along the westerly line of said 753.14 acre tract, 3,723 feet, more or less, to the westerly corner of said 753.14 acre tract;

Thence, Northeasterly, along the westerly line of said 753.14 acre tract, 907 feet, more or less, to a northerly corner of said 753.14 acre tract;

Thence, Southeasterly, along the westerly line of said 753.14 acre tract, 2,488 feet, more or less, to an interior corner of said 753.14 acre tract;

Thence, Northeasterly, along the westerly line of said 753.14 acre tract, 2,486 feet, more or less, to an interior corner of said 753.14 acre tract;

Thence, Northerly, along the westerly line of said 753.14 acre tract, 1,043 feet, more or less, to an interior corner of said 753.14 acre tract;

Thence, Westerly, along a southerly line of said 753.14 acre tract, 1,301 feet, more or less, to a west corner of said 753.14 acre tract;

Thence, Northerly, along the westerly line of said 753.14 acre tract, 2,561 feet, more or less, to the intersection of the westerly line of said 753.14 acre tract and the approximate City Limits Line of Simonton;



528 Acres

January 6, 2015  
Job No. 7777-1000

Thence, Easterly, along the approximate City Limits Line of Simonton, 4,692 feet, more or less, to the POINT OF BEGINNING and containing 528 acres of land, more or less.

This description is based on record information only, and corners were not set at the client's request.

"This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"

LJA Engineering, Inc.

TWINWOOD - SIMONTON ETJ

DESCRIPTION OF  
40.3 ACRES (PARCEL H)

Being 40.3 acres, more or less, of land situated in the Thomas Westall League, Abstract No. 92, Fort Bend County, Texas, more particularly being out of that certain called 40.2793 acre tract of land conveyed to FM 1489 Farms, Inc., as conveyed in File No. 2008062540, Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), said 40.3 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the southwesterly corner of said 40.2793 acre tract;

Thence, Northerly, along the westerly line of said 40.2793 acre tract, 1,870 feet, more or less, to the northwesterly corner of said 40.2793 acre tract;

Thence, Easterly, along the northerly line of said 40.2793 acre tract, 936 feet, more or less, to the northeasterly corner of said 40.2793 acre tract;

Thence, Southerly, along the easterly line of said 40.2793 acre tract, 1,869 feet, more or less, to the southeasterly corner of said 40.2793 acre tract;

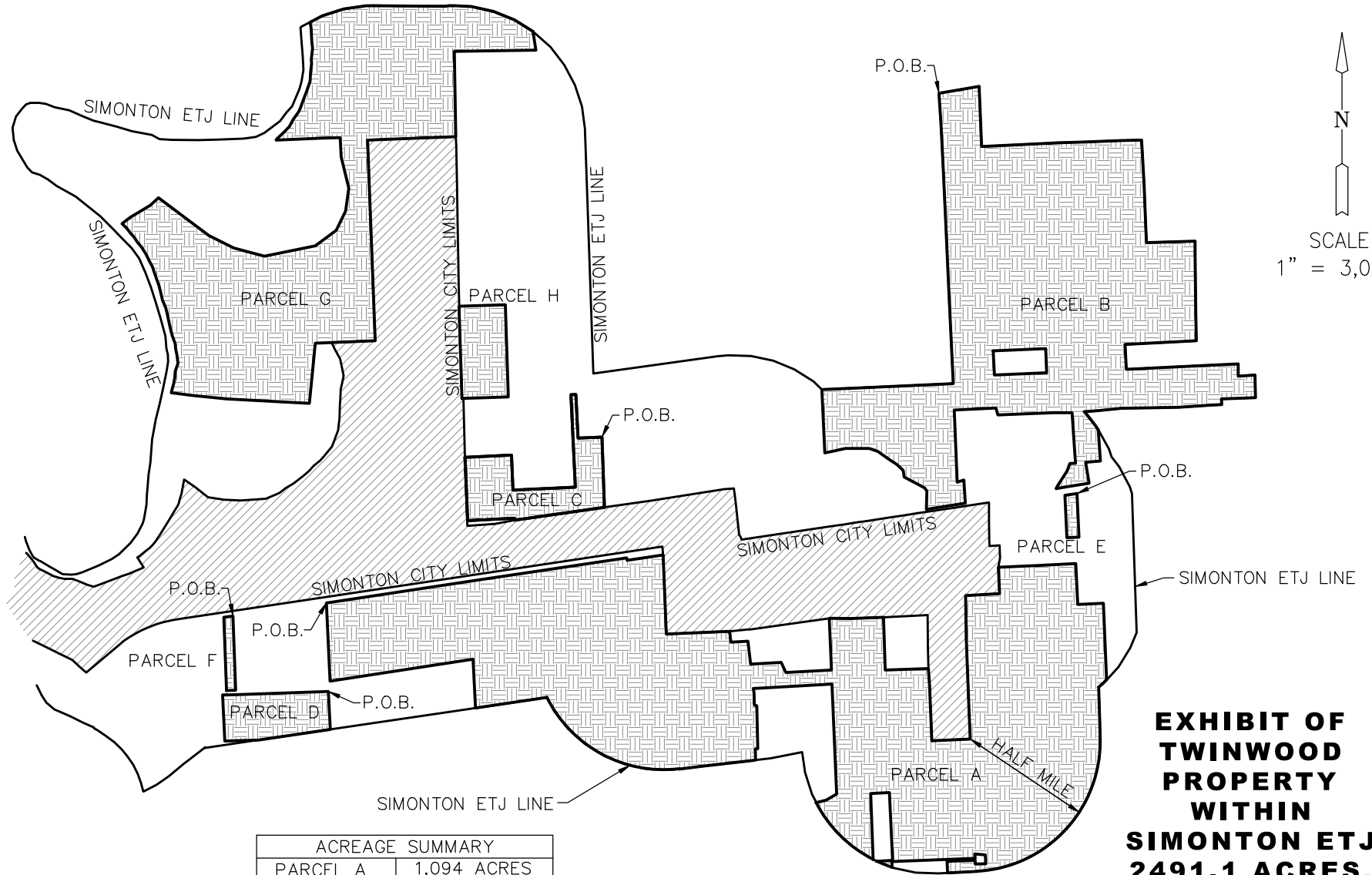
Thence, Westerly, along the southerly line of said 40.2793 acre tract, 941 feet, more or less, to the POINT OF BEGINNING and containing 40.3 acres of land, more or less.

This description is based on record information only, and corners were not set at the client's request.

"This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"

LJA Engineering, Inc.

**EXHIBIT A-1**  
VICINITY MAP OF THE PROPERTY



SCALE  
1" = 3,000'

| ACREAGE SUMMARY |              |
|-----------------|--------------|
| PARCEL A        | 1,094 ACRES  |
| PARCEL B        | 709 ACRES    |
| PARCEL C        | 65.1 ACRES   |
| PARCEL D        | 43.3 ACRES   |
| PARCEL E        | 5.0 ACRES    |
| PARCEL F        | 6.4 ACRES    |
| PARCEL G        | 528 ACRES    |
| PARCEL H        | 40.3 ACRES   |
| TOTAL           | 2491.1 ACRES |

**EXHIBIT OF  
TWINWOOD  
PROPERTY  
WITHIN  
SIMONTON ETJ  
2491.1 ACRES,  
MORE OR LESS**

NOEL F. ROBERTS LEAGUE, ABSTRACT NO. 79,  
THOMAS WESTALL LEAGUE, ABSTRACT NO. 92  
ANDREW ROBERTS LEAGUE, ABSTRACT NO. 78  
RANDOLPH ROSTER LEAGUE, ABSTRACT NO. 28  
FORT BEND COUNTY, TEXAS

JANUARY 2015 JOB NO. 7777-1000

LJA Engineering, Inc.



2929 Briarpark Drive  
Suite 600  
Houston, Texas 77042

Phone 713.953.5200  
Fax 713.953.5026  
T.B.P.L.S. Firm No. 10110501

 TWINWOOD PROPERTY INSIDE OF SIMONTON ETJ  
(CONVEYED BY VARIOUS DOCUMENTS)

 SIMONTON CITY LIMITS

**EXHIBIT B**  
DEVELOPMENT ORDINANCE

# **FORT BEND COUNTY**

## **REGULATIONS OF SUBDIVISIONS**



**FORT BEND COUNTY ENGINEERING**  
Mailing: 301 Jackson St., Richmond, TX 77469  
Physical: 1124 Blume Road, Rosenberg, Texas 77471  
Phone (281) 633-7501  
Web site: [www.FortBendCountyTx.gov](http://www.FortBendCountyTx.gov)

**ADOPTED August 27, 2002**  
Revised September 9, 2003  
Revised January 6, 2004  
Revised August 24, 2004  
Revised April 26, 2005

**TABLE OF CONTENTS**

| <b>SECTION</b>  | <b>DESCRIPTION</b>   | <b>PAGE</b> |
|---|--|-------------|
| <b>SECTION 1 - DEFINITIONS</b>                                |  |             |
| 1.1   | Definitions  | 1-5         |
| <b>SECTION 2 - GENERAL POLICY</b>                             |  |             |
| 2.1   | Plat Required  | 1           |
| 2.2   | Exceptions to Plat Requirement                             | 1-3         |
| 2.3   | Plat Requirements  | 3           |
| 2.4   | Plat Approval  | 3           |
| 2.5   | Approval by Fort Bend County Commissioners' Court Required | 3           |
| 2.6   | Timely Approval of Plats                                   | 4           |
| 2.7   | Plat Recording   | 4-5         |
| 2.8   | Construction   | 5           |
| 2.9   | Revised Plat   | 5           |
| 2.10  | Supplemental Subdivision Platting Policy                   | 5           |
| 2.11  | Bond Requirements  | 5-6         |
| 2.12  | One Year Maintenance Period                                | 6           |
| 2.13  | Drainage Systems   | 6           |
| 2.14  | Road and Street Design                                     | 6           |
| 2.15  | Traffic Impact Study                                       | 6           |
| 2.16  | Concurrent Jurisdiction                                    | 6           |
| 2.17  | Private Water and Septic Systems                           | 7           |
| 2.18  | Utilities in Unincorporated Areas                          | 7           |
| 2.19  | Outdoor Lighting in the Unincorporated Areas               | 7           |
| 2.20  | Use of Groundwater   | 7           |
| 2.21  | Variances  | 7           |
| 2.22  | Regulations and Addenda                                    | 9           |
| 2.23  | Plat Recordation Fees                                      | 9           |
| 2.24  | Platting Fees  | 10          |
| 2.25  | Validity   | 10          |
| 2.26  | Enforcement  | 10          |
| <b>SECTION 3 - PLAT SUBMITTAL PROCEDURES AND REQUIREMENTS</b> |  |             |
| 3.1   | Preliminary Conference                                     | 1           |
| 3.2   | Submitting Requirements                                    | 1           |
| 3.3   | Digital Recorded Final Plat Submittal Guidelines           | 2-3         |
| 3.4   | Construction Documents                                     | 3           |
| 3.5   | Title Report   | 4           |
| 3.6   | Subdivision, Development or Street Names                   | 4           |
| 3.7   | Private Easement Holder's Agreement                        | 4-5         |
| 3.8   | Tax Certificates   | 5           |
| 3.9   | Bond or Letter of Credit                                   | 5-6         |
| 3.10  | Departmental Reviews                                       | 6           |

| <b>SECTION</b> | <b>DESCRIPTION</b>   | <b>PAGE</b> |
|----------------|--|-------------|
| 3.11           | Subdivision within the Extraterritorial Jurisdiction of a City   | 6-7         |
| 3.12           | Amending Plat within Extraterritorial Jurisdiction of a Town or City   | 7-8         |
| 3.13           | Replat within Extraterritorial Jurisdiction of a Town or City  | 8-9         |
| 3.14           | Revision of Plat - Subdivision located outside the Municipalities<br>and Extraterritorial Jurisdiction of Municipalities | 9           |
| 3.15           | Subdivision outside the Extraterritorial Jurisdiction of a City  | 10-11       |
| 3.16           | Engineer Certification   | 11          |
| 3.17           | Transmittal Letters  | 11          |

**SECTION 4 - PLAT GRAPHIC REQUIREMENTS**

|      |   |     |
|------|---|-----|
| 4.0  | General Graphics                                    | 1   |
| 4.1  | Engineering   | 1   |
| 4.2  | Plat Size   | 1   |
| 4.3  | Orientation   | 1   |
| 4.4  | Scale   | 1   |
| 4.5  | Vicinity Map  | 1   |
| 4.6  | Legal Description                                   | 1   |
| 4.7  | Acerage   | 1-2 |
| 4.8  | Names   | 2   |
| 4.9  | Date  | 2   |
| 4.10 | Engineering and Surveying Requirements              | 2   |
| 4.11 | Plat Boundaries                                     | 2   |
| 4.12 | Adjacent Areas                                      | 2   |
| 4.13 | Pipeline and Pipeline Easements                     | 2   |
| 4.14 | Lots, Tracts, Rreserves, Easements and Right-of-way | 3   |
| 4.15 | Contour Lines                                       | 3   |
| 4.16 | Minimum Slab Elevation                              | 3   |
| 4.17 | Vertical and Horizontal Control                     | 3-6 |
| 4.18 | Surveyor Certification                              | 7   |
| 4.19 | Survey Closure                                      | 7   |
| 4.20 | Dedication Statements and Certificates              | 7   |
| 4.21 | Public Facilities Listing                           | 7-8 |
| 4.22 | Drainage Statement                                  | 8   |
| 4.23 | Easements   | 8   |
| 4.24 | Side Lot Lines                                      | 9   |
| 4.25 | Key Lots  | 9   |
| 4.26 | Access Denied                                       | 9   |

**SECTION 5 - DESIGN CRITERIA**

|     |  |     |
|-----|--|-----|
| 5.1 | General Public Street Arrangement and Layout | 1-2 |
| 5.2 | Major Thoroughfares                          | 2   |
| 5.3 | Major Collector Streets                      | 3   |
| 5.4 | Minor Collector Streets                      | 3-4 |
| 5.5 | Residential Streets                          | 4-5 |
| 5.6 | Other Street Requirements                    | 5   |



| <b>SECTION</b>   | <b>DESCRIPTION</b>   | <b>PAGE</b> |
|--|--|-------------|
| 5.7  | Construction Standards and Details   | 5           |
| 5.8  | Sidewalks  | 5           |
| 5.9  | Private Streets  | 5-6         |
| 5.10   | Street Names   | 6           |
| 5.11   | Easements  | 6-8         |
| 5.12   | General Building Setback Restrictions  | 8-9         |
| 5.13   | Reserve Tracts   | 9           |
| 5.14   | Lots - General Provisions  | 9-11        |
| 5.15   | Drainage Outfall   | 11          |
| 5.16   | Landscaping  | 11          |
| <b>SECTION 6 - ACCEPTANCE OF IMPROVEMENTS WITHIN SUBDIVISION</b> |  |             |
| 6.1  | General Acceptance Procedures  | 1-2         |
| 6.2  | One Year Maintenance Period  | 2           |
| 6.3  | Acceptance into the County Road Maintenance System   | 2           |
| 6.4  | Acceptance into the Drainage District Maintenance System   | 2           |
| 6.5  | Conditions of Acceptance   | 3           |
| 6.6  | Release of Bond  | 3           |
| <b>SECTION 7 - GREEN SPACE REGULATIONS</b>                       |  |             |
| 7.0  | Definitions  | 1           |
| 7.1  | Subdivision Green Space Requirements   | 1-2         |
| 7.2  | Maintenance and Ownership  | 2           |
| 7.3  | Green Space Along Major Thoroughfares  | 2-3         |
| 7.4  | Tree Preservation Credit   | 3-4         |
| 7.5  | Effective Date of Regulations  | 4           |
| <b>APPENDIX</b>  |  |             |
| A  | Owner's Acknowledgment   | 1-2         |
| B  | Execution of Owner's Acknowledgment  | 3           |
| C  | Lienholder's Acknowledgment and Subordination Statement  | 4           |
| D  | Notary Public Acknowledgment for All Signatures  | 5           |
| E  | Certificate for Surveyor   | 6           |
| F  | Certificate of Fort Bend County Engineer and Commissioners' Court  | 7           |
| G  | County Clerk's Filing Acknowledgment Statement   | 8           |
| H  | Engineer's Plat Affidavit  | 9           |
| I  | Engineer's Construction Compliance Statement   | 10          |
| J  | Contractor/Contractors Affidavit of Construction Compliance  | 11          |
| K  | Independent Testing Laboratory Certification   | 12          |
| L  | Street and Road Inventory  | 13          |
| M  | Bond   | 14-16       |
| N  | Letter of Credit   | 17-18       |
| O  | Engineer's Drainage Facilities Construction Certification  | 19          |
| P  | FBC Supplemental Regulations of Subdivisions for the Extraterritorial Jurisdiction<br>of Sugar Land, Texas | 20-21       |

| <b>SECTION</b> | <b>DESCRIPTION</b>   | <b>PAGE</b> |
|----------------|--|-------------|
| Q              | Engineer's Construction Document Certification Statement                               | 22          |
| R              | Typical Roadway Section (Drawing No. FBC-077)  | 23          |
| S              | Taxing Entity Letter   | 24          |
| T              | Order Imposing Restrictions on the Connection of Utilities in the Unincorporated Areas | 25          |
| U              | Fort Bend County Subdivision Plat Application  | 26          |
| V              | Fee Calculation Form   | 27          |
| W              | Trees Acceptable for Greenspace Landscape Reserves                                     | 28-29       |

---

**SECTION 1 - DEFINITIONS**

**1.0 Statement**

For the purpose of this Manual, the definition of various terms, phrases, words and their derivations will have the meaning ascribed to them herein. When not consistent with the context, words used in the present tense include the future, words used in the singular number include the plural number and words used in the plural number include the singular number. Any office referred to herein by title will mean the person employed or appointed for that position or his duly authorized deputy or representative. Definitions not expressly authorized herein are to be considered in accordance with customary usage. The definition of specific terms, phrases, words and their derivations applicable to matters contained in the Manual are as follows.

**1.1 Definitions**

Alley: A public right-of-way which is used only for secondary access to individual properties which otherwise have primary access from an adjacent public street or approved common open space or courtyard which is adjacent to a public street.

Amending Plat: A plat submitted by the applicants for the purpose of improving or making changes for the better by removing defects or faults.

Block: A numbered tract or parcel of land established and identified within a subdivision which is surrounded by streets or a combination of streets and other physical features and intended to be further subdivided into individual lots or reserves.

Bonds: The approved form of security furnished by the Principle and his sureties conditioned upon the faithful performance of the work in strict accordance with all applicable regulations, plans and specifications.

Building Setback: A defined area designated on a subdivision plat in which no building structure may be constructed and is located between the adjacent street right-of-way and the proposed face of a building.

Commissioners Court: The Commissioners Court of Fort Bend County, Texas.

Construction Completion: A point in time when all construction is complete and the roads or streets are in a condition to be used by the public.

Construction Document: Complete set of construction documents including plans and specifications required to fully define the scope of work and limits of construction.

County: Fort Bend County, Texas.

County Engineer: The Fort Bend County Engineer or his designated representative.

Development: A subdivision of a tract of land or a change in land use.

Drainage Criteria Manual: The Fort Bend County Drainage Criteria Manual adopted by



the Fort Bend County Drainage District Board.

Drainage District: Fort Bend County Drainage District.

Drainage District Engineer: The Fort Bend County Drainage District Engineer or his designated representative.

Drainage Easement: An area intended for restricted use on property upon which an authorized governmental agency shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or operation of any of its respective drainage system within any of these easements. An authorized governmental agency shall at all time have the right of unobstructed ingress and egress to and from and upon the drainage easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of the respective drainage systems without the necessity at any time of procuring the permission of anyone.

Engineer: Project Engineer or Developer Engineer responsible for the preparation of the plat and/or construction documents.

Extraterritorial Jurisdiction (ETJ): The unincorporated territory extending beyond the city limits of a city is set forth by *Chapter 42.021, Local Government Code*.

Filing Fee: A charge for filing documents with the Fort Bend County Clerk. The fee for filing plats is set by Commissioners' Court.

Final Acceptance: Road acceptance by Fort Bend County into the County Maintenance system.

Fort Bend County Design Standards and Details: Standards which describe the general requirements for the preparation and contents of construction documents required for approval by Fort Bend County.

Frontage: That portion of any tract of land which abuts a public street right-of-way and from where the primary access to said tract is derived.

General Plan: A map of a Planned Development showing intended land uses within its boundaries.

Interior Street: Any public street within a subdivision designed to serve only those properties within the boundaries of the subdivision in which it is dedicated and established. Cul-de-sacs and loop streets or street systems beginning from streets within a subdivision may be considered as interior streets. Interior streets may not, however, be any street which would allow access through the subdivision to other properties or directly connect with other streets outside the plat boundary.

Letter of Credit: An irrevocable standby letter of credit furnished by the Principle and his sureties conditioned upon the faithful performance of the work in strict accordance with



all applicable regulations, plans and specifications.

Local Street: Any public street not designated as a major thoroughfare, freeway or highway.

Lot: A physically undivided tract or parcel of land having frontage on a public or private street or other approved facility and which is or in the future may be offered for sale, conveyance, transfer or improvements; which is designated as a distinct and separate tract; and which is identified by a tract or lot number or symbol on an approved subdivision plat which had been recorded.

Major Collector Street: A public street that consists of two or more lanes, divided or undivided roadway that is used as a collector for residential streets and originates and terminates outside of the subdivision boundaries.

Major Thoroughfare: A public street designed for fast, heavy traffic and intended to serve as a traffic artery of considerable length and continuity throughout the community and so designated on the latest edition of the Fort Bend County Major Thoroughfare and Freeway Plan.

Minor Collector Street: A public street that consists of two or more lanes, undivided or divided roadway that is used as a collector for residential streets and originates within and terminates outside of the subdivision boundaries.

One Year Maintenance Period: A mandatory one year period between the date of construction completion and the date of final acceptance in the County Maintenance System.

Planned Development: A development that contains a minimum of 500 contiguous acres under the control of one entity and having a General Plan for development showing a maximum average density of 5.5 lots per acre.

Plat: A map or drawing of a proposed subdivision prepared in a manner suitable for recording in the County Clerk's records and containing accurate and detail engineering data, dimensions, and dedicatory statements and certificates.

Preliminary Plat: Preliminary map or drawing of a proposed subdivision with sufficient detail to fully describe or convey the full intent of the proposed subdivision including, but not limited to major thoroughfares, and local and interior streets.

Private Street: Any street that is not specifically designated or dedicated as a public street.

Public Street: A public right-of-way, however designated, dedicated or acquired which provided vehicular access to adjacent private or public properties.

Replat: A change to the previous plat of a subdivision, or part of a subdivision, not amending or removing any covenants or restrictions, signed and acknowledged by the owners of the property.



Residential Street: A public street that consist of a two lane undivided roadway primarily used by local single family residents and originates and terminates within the subdivision boundaries.

Revised Plat: A revision of a previous approved plat that corrects minor errors in the original plat.

Specifications: These will include but not be limited to descriptive, performance, reference and proprietary specifications approved by the Engineering Department, the Drainage District and the Commissioners' Court.

Street Dedication Plat: A map or drawing illustrating the location of a public street passing only through a specific tract of land and suitable for recording.

Street Name: The unique name of a street.

Stub Street: A public street ending adjacent to the undeveloped property of acreage and intended to be extended at such time the adjacent undeveloped property or acreage is subdivided.

Subdivider (Developer): Any person or authorized agent thereof proposing to divide or dividing land so as to constitute a subdivision according to the terms and provisions set out in this Manual. The term "developer" shall mean the same as "subdivider" for the purposes of this Manual.

Subdivision: The division of any tract or parcel of land located outside of a municipality by plat, map or description into two or more parts to lay out:

- (1) a subdivision of the tract, including and addition;
- (2) lots; or
- (3) streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.
- (4) including a division regardless of whether it is made by using a meets and bounds description in a deed, by using a contract of sale or other executory contract to convey, or by using any other method.

Subdivision shall also include the subdivision, replatting or other alterations of any tract of land, reserve, or lot which is part of a previously recorded subdivision. Subdivision shall not include the division of land for agricultural purposes only, land divided by partition deeds executed by co-tenants for the purpose of effecting a partition of land, division of land for the purpose of settling family estates providing that the division does not include any dedication or layout of streets or other public or private access ways, and division of a tract of land separated into two or more spaces or lots that are to be rented, leased, or offered for rent or lease for a term of less than 60 months without a purchase option, for installation of manufactured homes for use and occupancy as residences.

Title Certificate: A certificate prepared and executed by a title company authorized to do

business in the state or an attorney licensed in the state describing all encumbrances of record which affect the property. Such certificate shall include all property within the platted area.



---

SECTION 2 - GENERAL POLICY

**2.1 Plat Required**

*Authority for these regulations is given in V.T.C.A., Local Government Code § 232.001.*

- A. The owner of a tract of land located outside the limits of a municipality must have a plat of the subdivision prepared if the owner divides the tract into two or more parts to lay out:
  - 1. a subdivision of the tract, including an addition;
  - 2. lots;or
  - 3. streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.
- B. A division of a tract under (*Section 2, 2.1.A.*) includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method.
- C. To be recorded, the plat must:
  - 1. describe the subdivision by metes and bounds;
  - 2. locate the subdivision with respect to an original corner of the original survey of which it is a part; and
  - 3. state the dimensions of the subdivision and of each lot, street, alleys, square, park, or other part of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street alley, square, park, or other part.
- D. The owner or proprietor of the tract or the owner's or proprietor's agent must acknowledge the plat in the manner required for the acknowledgment of deeds. Refer to (*Appendix A*).
- E. Commercial Development - Unless otherwise specifically exempted, a plat is always required when a parent tract is divided into two or more daughter tracts for sale as part of a unified plan for development of the property. The existence of such a plan may be inferred from circumstances, such as the form of advertising or the sale of multiple tracts within a one-year period.

**2.2 Exceptions to Plat Requirement**

*Authority for these regulations is given in V.T.C.A., Local Government Code § 232.0015.*

- A. The owner of a tract of land located outside the limits of a municipality who divides the tract into two or more parts is not required to have a plat of the subdivision prepared if:
  - 1. the owner does not lay out a part of the tract described by (*Section 2, 2.1 A.3.*) and;
  - 2. the land is to be used primarily for agricultural use, as defined by (*Section 1-d, Article VIII, Texas Constitution*), or for farm, ranch, wildlife management, or timber production use within the meaning of (*Section 1-d-1, Article VIII, Texas Constitution*).
  - 3. If a tract described by (*Section 2, 2.2, A.2.*) ceases to be used primarily for



- agricultural use or for farm, ranch, wildlife management, or timber production use, the platting requirements of this subchapter apply.
- B. The owner of a tract of land located outside the limits of a municipality who divides the tract into four or fewer parts and does not lay out a part of the tract described by (*Section, 2 2.1 A.3.*) is not required to have a plat of the subdivision prepared if each of the lots is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under (*Chapter 573, Government Code*). If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree by consanguinity or affinity, the platting requirements of this subchapter apply.
- C. The owner of a tract of land located outside the limits of a municipality who divides the tract into two or more parts is not required to have a plat of the subdivision prepared if:
1. all of the lots of the subdivision are more than 10 acres in area; and
  2. the owner does not lay out a part of the tract described by (*Section 2, 2.1 A.3.*)
- D. The owner of a tract of land located outside the limits of a municipality who divides the tract into two or more parts and does not lay out a part of the tract described by (*Section 2, 2.1 A 3.*) to have a plat of the subdivision prepared if all the lots are sold to veterans through the Veterans' Land Board program.
- E. The provisions of this subchapter shall not apply to a subdivision of any tract of land belonging to the state or any state agency, board, or commission or owned by the permanent school fund or an other dedicated funds of the state unless the subdivision lays out a part of the tract described by (*Section 2, 2.1 A.3.*).
- F. The owner of a tract of land located outside the limits of a municipality who divides the tract into two or more parts is not required to have a plat of the subdivision prepared if:
1. the owner of the land is a political subdivision of the state;
  2. the land is situated in a flood plain; and
  3. the lots are sold to adjoining landowners.
- G. The owner of a tract of land located outside the limits of a municipality who divides the tract into two parts is not required to have a plat of the subdivision prepared if:
1. the owner does not lay out a part of the tract described by (*Section 2, 2.1 A.3.*), and;
  2. one new part is to be retained by the owner, and the other new part is to be transferred to another person who will further subdivide the tract subject to the plat approval requirements of this chapter.
- H. The owner of a tract of land located outside the limits of a municipality who divides the tract into two or more parts is not required to have a plat of the subdivision prepared if:
1. the owner does not lay out a part of the tract described by (*Section 2, 2.1 A.3.*), and;
  2. all parts are transferred to persons who owned an undivided interest in the original tract and a plat is filed before any further development of any part of the tract.
- I. The owner of a tract of land located outside the limits of a municipality who



divides the tract in to two or more parts may request a variance from the platting requirements if:

1. The owner does not lay out a part of the tract described by (*Section 2, 2.1, A.3.*),
2. The tract of land is divided into five (5) or fewer parts and each part contains two (2) or more acres,
3. Each tract of land has adequate access to a public road, (common or shared entrances are not permitted),
4. Each tract of land has adequate drainage, water and sewer service facilities available and,
5. Fort Bend County Commissioners Court grants approval of the variance.

### **2.3 Plat Requirements**

- A. The final plat shall be submitted with complete construction documents including plans and specifications with plan and profiles showing line and grade of all streets, roads, bridges, sanitary and storm sewers, ditches, utility easements and course and the location of all existing pipelines or pipeline easements through the proposed subdivision.

### **2.4 Plat Approval**

*Authority for these regulations is given in V.T.C.A., Local Government Code § 232.101. Subchapter E (SB873).*

- A. In approving the plat for recording in Fort Bend County, the Commissioners' Court will consider the health, safety, morals, or general welfare of the citizens of Fort Bend County and the safe, orderly, and healthful development of the unincorporated area of the County. This will include all the specific items listed below plus other considerations that are important to citizens of the area and Fort Bend County. These will include and not be limited to street specifications and widths, traffic patterns and traffic control, drainage and flood protection, sanitary sewers and water systems, recreational facilities, school sites and any other amenity that applies to the area being considered.
- B. The final plat and the construction documents must be reviewed, approved and signed by the County Engineer and the drainage plans must be reviewed and approved by the Drainage District Engineer before the final plat is presented to Commissioners' Court for approval.

### **2.5 Approval by Fort Bend County Commissioners' Court Required**

*Authority for these regulations is given in V.T.C.A., Local Government Code § 232.002.*

- A. The Commissioners Court of the Fort Bend County must approve, by an order entered in the minutes of the court, a plat required by (*Section 2, 2.1A.*). The Commissioners' Court may refuse to approve a plat if it does not meet the requirements prescribed by or under this chapter or if any bond required under this chapter is not filed with the County.



## 2.6 Timely Approval of Plats

*Authority for these regulations is given in V.T.C.A., Local Government Code § 232.0025.*

- A. The County Engineer shall issue a written list of the documentation and other information that must be submitted with a plat application. Required by (*Appendix U*). The documentation or other information must relate to a requirement authorized under this section or other applicable law. An application submitted to the County Engineer that contains the documents and other information on the list will be considered complete.
- B. If a person submits a plat application to the County Engineer that does not include all of the documentation or other information required by (*Section 2, 2.6 A.*), the County Engineer shall, not later than the 10th business day after the date the County Engineer receives the application, notify the applicant of the missing documents or other information. The County Engineer shall allow an applicant to timely submit the missing documents or other information.
- C. An application is considered complete when all documentation or other information required by (*Section 2, 2.6 A.*) is received. Acceptance by the County Engineer of a completed plat application with the documentation or other information required by (*Section 2, 2.6 A.*) shall not be construed as approval of the documentation or other information.
- D. Except as provided by (*Section 2, 2.6 F.*), the County Engineer shall present a completed plat application, including the resolution of all appeals, to the County Commissioner' Court not later than the 60th day after the date a completed plat application is received by the County Engineer.
- E. If the County Commissioner' Court disapproves a plat application, the applicant shall be given a complete list of the reasons for the disapproval.
- F. The 60-day period under (*Section 2, 2.6 D.*).
  1. may be extended for a reasonable period, if agreed to in writing by the applicant and approved by the County Engineer;
  2. may be extended 60 additional days if (*Chapter 2007, Government Code*), requires the county to perform a takings impact assessment in connection with a plat application; and
  3. applies only to a decision wholly within the control of the County Engineer
- G. The County Engineer shall make the determination under (*Section 2, 2.6 F.2.*) of whether the 60-day period will be extended not later than the 20th day after the date a completed plat application is received by the County Engineer.
- H. The County Engineer may not compel an applicant to waive the time limits contained in this section.
- I. If the Commissioner' Court fails to take final action on the plat as required by (*Section 2, 2.6 D.*).
  1. the plat application is granted by operation of law; and
  2. the applicant may apply to a District Court in the county where the tract of land is located for a writ of mandamus to compel the Commissioners' Court to issue documents recognizing the plat's approval.

## 2.7 Plat Recording

- A. The plat must be filed and recorded with the Fort Bend County Clerk.



- B. The plat is subject to the filing and recording provisions of (*Section 12.002 Property Code*).

## **2.8 Construction**

- A. Construction shall not begin until the final plat has been approved by Commissioners' Court and recorded by the County Clerk, unless an early start date is authorized, in writing, by the Precinct Commissioner.

## **2.9 Revised Plat**

*Authority for these regulations is given in V.T.C.A., Local Government Code § 232.009.*

- A. A revised subdivision plat may be submitted for recording with the County Clerk with written approval of the Engineering Department and Commissioners' Court. Refer to (*Section 3, 3.14*) for the requirement for submitting a revised plat.

## **2.10 Supplemental Subdivision Platting Policy**

- A. Refer to (*Appendix P*) for *Regulation of Subdivisions* for areas within the Extraterritorial Jurisdiction of cities or towns. This supplemental subdivision platting policy shall apply only to the subdivision of land and development of property which is both in Fort Bend County and within the Extraterritorial Jurisdiction of the city or town designated in the appendix.

## **2.11 Bond Requirements**

*Authority for these regulations is given in V.T.C.A., Local Government Code § 232.004.*

- A. Fort Bend Commissioners' Court requires the owner of the tract to execute a bond, before subdividing the tract unless an alternative financial guarantee is provided under (*Section 232.0045 of the V. T. C. A. Local Government Code*), the bond must:
1. be payable to the County Judge of the county in which the subdivision will be located or to the Judge's successor in office;
  2. be in an amount determined by the Commissioners' Court to be adequate to ensure proper construction of the roads and streets in and drainage requirements for the subdivision, but not to exceed the estimated cost of construction of the roads, streets, and drainage requirements;
  3. be executed with sureties as may be approved by the court;
  4. be executed by a company authorized to do business as a surety in this state if the court requires a surety bond executed by a corporate surety; and
  5. be conditioned that the roads and streets and the drainage requirements for the subdivision will be constructed:
    - a. in accordance with the specifications adopted by the court; and
    - b. within a reasonable time set by the court.
  6. Bonds shall have a minimum standard rating of "A" or better according to the most current issue of the A.M. Best Key Rating Guide.
  7. Bonds or Letters of Credit shall be original only. No poorly copied copies

- or faxed copies shall be accepted. Refer to (*Appendix M*) for Bond form.
- B. Financial Guarantee in Lieu of Bond.
1. In lieu of the bond an owner may deposit cash or, a letter of credit issued by a federally insured financial institution, or other acceptable financial guarantee. Refer to (*Appendix N*) for Letter of Credit form.
  2. If a letter of credit is used, it must:
    - a. list as the sole beneficiary the Fort Bend County Judge; and
    - b. be conditioned that the owner of the tract of land to be subdivided will construct any roads or streets in the subdivision:
      - (1) in accordance with the specifications adopted by the Commissioners Court; and
      - (2) within a reasonable time set by the court.
- C. Bond amounts are given in (*Section 3, 3.9*) of the regulations.

## 2.12 One Year Maintenance Period

- A. The conditions and requirements for the mandatory one year maintenance period for roads, streets, drainage and detention facilities and acceptance of such roads, streets, drainage and detention facilities into the County Maintenance System are given in (*Section 6, 6.2 A.*).

## 2.13 Drainage Systems

- A. The design and construction of all drainage systems within Fort Bend County shall comply with the established standard principles and practices given in the Fort Bend County DRAINAGE CRITERIA MANUAL.

## 2.14 Road and Street Design

- A. The design and construction of all roads and streets within Fort Bend County shall comply with requirement of these regulations and the Fort Bend County DESIGN STANDARDS AND DETAILS.

## 2.15 Traffic Impact Study

- A. A traffic impact study shall be required for any development proposal expected to generate traffic volumes that will significantly impact the capacity and/or safety of the street system. All proposed developments generating volumes of 5,000 trips per day or greater shall meet this criteria. The trip estimates shall be based on the latest version of the Institute of Transportation Engineers, Trip Generation Manual.

## 2.16 Concurrent Jurisdiction

- A. If the tract of land to be subdivided is within or partially within the extraterritorial jurisdiction of any city or town within Fort Bend County, Texas, the more stringent regulations of the two governing bodies shall apply.



**2.17 Private Water and Septic Systems**

- A. Refer to the *Fort Bend County Health Department Environmental Division Rules for On-site Sewerage Facilities* for requirements for subdivisions to be serviced by private water wells and or on-site septic systems.

**2.18 Utilities in Unincorporated Areas**

- A. An order imposing restrictions on the connection of utilities in the unincorporated areas of Fort Bend County was adopted by Commissioners Court on January 7, 2003. Refer to (*Appendix T*) for order adopted.

**2.19 Outdoor Lighting in the Unincorporated Areas**

- A. An order for regulation of outdoor lighting in the unincorporated areas of Fort Bend County was adopted by Commissioners Court on March 23, 2004. Refer to the County web site [www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us), available on the home page under "Fort Bend County Lighting Ordinance", for order adopted.
- B. The conditions associated with this order shall be placed upon the face of the plat as referred to in (*Appendix A*) Owner's Acknowledgment. The Owner hereby acknowledges the receipt of the "Orders for Regulation of Outdoor Lighting in the Unincorporated Areas of Fort Bend County, Texas", and do hereby covenant and agree and shall comply with this order as adopted by Fort Bend County Commissioners Court on March 23, 2004.
- C. The applicable lighting zone shall be designated upon the face of the plat.

**2.20 Use of Groundwater**

*Authority for these regulations is given in V.T.C.A., Local Government Code § 232.0032.*

- A. If a person submits a plat for the subdivision of a tract of land for which the source of the water supply intended for the subdivision is groundwater under that land, the Commissioners court of a County by order may require the plat application to have attached to it a statement that:
  - 1. is prepared by an engineer registered to practice in this state; and
  - 2. certifies that adequate groundwater is available for the subdivision.
- A. The Texas Commission on Environmental Quality (TCEQ), by rule shall establish the appropriate form and content of a certification to be attached to a plat application under this section.

**2.21 Variances**

- A. The County Engineering Department shall review the variance request and make a recommendation to the Commissioners Court. The Commissioners Court may then authorize a variance from these regulations when in its opinion undue hardship will result from requiring strict compliance. The applicant shall have the responsibility of proving that compliance would create a hardship. In granting a



variance, the Commissioners Court may prescribe conditions that it deems necessary or desirable to the public interest. Any conditions that are prescribed shall be deemed continuing and shall be placed of record in the office of the county clerk either on the face of the subdivision plat or as an attachment thereto. The Commissioners Court shall take into account the nature of the proposed use of land involved and existing uses of the land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variance upon traffic conditions and upon public health, safety, convenience, and welfare in the vicinity. No variance will be granted unless the Commissioners Court finds that an undue hardship exists. The following conditions must be present for consideration:

1. There are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land;
  2. The granting of the variance will not be detrimental to the public safety or welfare, or injurious to other property in the area;
  3. The granting of the variance will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this chapter; and
  4. A more appropriate design solution exists which is not currently allowed in this chapter.
- B. A variance may not be granted in such cases where the only evidence for the granting of the variance is the loss of a potential profit at the time of the lot development and build out. Economic hardship to the subdivider, standing alone, shall not be deemed to constitute undue hardship.
- C. Such recommendations of the County Engineering Department and findings of the Commissioners Court, together with the specific facts on which such findings are based, shall be incorporated in the official minutes of the County Engineering Department and the Commissioners Court meetings at which such variance is recommended or granted. Variances may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice done. The Commissioners Court may reach a conclusion that a hardship exists if it finds that:
1. The applicant complies strictly with the provisions of this chapter, and no other reasonable use of the property may be made except for the use that is proposed and recommended;
  2. The hardship to which the applicant complains is one suffered by the applicant rather than by neighbors or the general public;
  3. The hardship relates to the applicant's land, rather than personal

circumstances;

4. The hardship is unique to the property, rather than one shared by many surrounding properties; and
  5. The hardship is not the result of the applicant's own actions or neglectful conduct.
- D. In granting variances, the County may impose such reasonable conditions as will ensure that the use of the property to which the variance applies will be as compatible as practicable with the surrounding properties. All conditions as are imposed shall be placed of record on the face of the subdivision plat or may, as an alternative thereof, be placed of record by separate instrument duly filed for record with the subdivision plat in the office of the County Clerk.
- E. A variance may, at the sole discretion of the Commissioners Court, be issued for an indefinite duration or for a specified period of time.
- F. All conditions imposed by the Commissioners Court are enforceable in the same manner as any other applicable requirement of this variance.

**2.22 Regulations and Addenda**

*Authority for these regulations is given in V.T.C.A., Local Government Code § 232.0015.*

- A. These regulations and any and all future additions to and changes of will be binding for all new subdivision plats, revised plats or replats in Fort Bend County that are not within the legal limits of any incorporated city or town that are submitted to Commissioners' Court for approval after August 27, 2002.
- B. These regulations shall not apply to any roads being maintained by Fort Bend County.
- C. Any deviation or variances from the requirements of these regulations is subject to review and approval by the Commissioners' Court. Any deviations or variance from these regulations must be presented in a separate written document submitted to and approved by the County Engineer.

**2.23 Plat Recordation Fees**

- A. The following Plat Recordation Fees is applicable to all subdivision plats approved by Fort Bend County Commissioners Court and is payable to the County Clerk at the time the plat is presented for recordation. Refer to (*Appendix V*) for Fee Calculation Form.

|   |   |
|---|---|
| <b>Plat</b>   | <b>\$150.00 per page</b>                                  |
| <b>Bond<br/>Letter of Credit<br/>Lienholder Subordination<br/>Owners Ratification to Plat</b> | <b>First page \$11.00<br/>Each page thereafter \$4.00</b> |



**2.24 Platting Fees**

- A. The following Platting Fee Schedule is applicable to all subdivision plats approved by Fort Bend County Commissioners Court and is payable to the County Clerk at the time the plat is presented for recordation. The effective date of the Subdivision Platting Fee shall be October 1, 2003. Refer to (*Appendix V* for Fee Calculation Form).

|  |  |
|--|--|
| <b>New Plats</b><br><b>Lots</b><br><b>Reserves</b> | <b>\$50.00 for each lot</b><br><b>\$50.00 for each area platted as a reserve</b> |
| <b>Replats</b><br><b>Lots</b><br><b>Reserves</b>   | <b>\$50.00 for each new lot</b><br><b>\$50.00 for each new reserve</b>           |
| <b>Amending Plats</b>                              | <b>No Fee</b>  |
| <b>Vacating Plats</b>                              | <b>No Fee</b>  |
| <b>Street Dedication Plats</b>                     | <b>No Fee</b>  |

**2.25 Validity**

- A. The several provisions of these regulations are separable, in accordance with the following.
1. If any sentence, phrase, section, paragraph, article of any part of these rules, regulations and requirements is declared invalid, unenforceable or unconstitutional for any cause or reason, such invalidity, non-enforceable or unconstitutionality shall not be held to affect, invalidate or impair the validity, force or effect of any other sentence, phrase, section, paragraph, article or any other part of these rules, regulations and requirements.
  2. If any court of competent jurisdiction shall judge invalid the application of any provision of these regulations to a particular property, such judgment shall not affect the application of said provision to any other property not specifically included in said judgment.

**2.26 Enforcement**

- A. The Commissioners' Court may request the County's attorney or any other prosecuting attorney representing the County to file an action in a court of competent jurisdiction to:
1. Enjoin the violation or threatened violation of a requirement established by this order.
  2. Recover damages in an amount adequate for the County to undertake any construction or other activity necessary to bring about compliance with a requirement established by this order.

**END OF SECTION TWO**

## SECTION 3 - PLAT SUBMITTAL PROCEDURES AND REQUIREMENTS

### 3.1 Preliminary Conference

- A. A preliminary conference with the Commissioner of the Precinct, where the proposed project is located, the County Engineer and the Drainage District Engineer is recommended prior to submitting a plat. The following information should be made available prior the meeting.
1. Preliminary plat.
  2. Preliminary construction plans (plan view only) with sufficient detail to convey the full intent of the proposed project including major drainage patterns, routing of major storm drains, sanitary sewers, other utilities, and adjacent thoroughfares and streets, and the effects of the proposed project on any existing facilities.

### 3.2 Submitting Requirements

- A. To comply with state statutes and/or ensure archival quality plat records the following items are required to file a plat:
1. Plat size is 24" x 36".
  2. All drawings, printing and signatures must be in permanent black ink.
  3. Ink must be on mylar with image on top.
  4. 3 mil or greater matte finish mylar material.
  5. An engineering or surveying firm must prepare the plat. Architectural plans are not acceptable.
  6. The engineering or surveying firms' name and address and the engineer's or surveyor's signature and seal.
  7. Owner's printed name and notarized signature.
  8. Key Map reference number(s).
  9. Provide one (1) or more original of each plat page. The clerk will retain one (1) original and return it to the filer within five business days after recording and scanning.
  10. Provide adequate space for the clerk's certificate information including: "Filed in Plat No. \_\_\_\_\_ of the Plat Records of Fort Bend County, Texas" (volume and page are not used as the clerk's file reference number).
  11. Municipal approved plats must include the following or similar wording: "All of the property subdivided in the foregoing plat is within the incorporated boundaries of the City of \_\_\_\_\_, Texas".
  12. Current original tax certificates from all the property's taxing entities.
  13. A letter on letterhead from the person or company filing that lists all taxing entities and states it is a complete list. The signer must print their name and title under their signature. Refer to (*Appendix S*) for the sample letter.
  14. Filing fee is \$150 per plat page.

*Note: A plat will be rejected for filing if any of the above requirements are not met.*



### **3.3 Digital Recorded Final Plat Submittal Guidelines**

- A. Data shall be in either .DWG or .DXF format.
- B. Data Layer Information (please see the following page):  
  

**Engineering and design firms MUST have separate layers within their AutoCad or Microstation final plat files. Each layer must include the line, annotation, or polygon type specific only to that unique layer. Engineering firm level and symbol methodology must be applied or exported into the county data layer format, which is provided within this document. "Uncleaned" CAD files will not be accepted.**
- C. All digital data shall be presented in true scale (1:1 ratio).
- D. All X and Y and Z coordinate data will be in Texas South Central Zone, State Plane, North American Datum 1983, and feet coordinates. (Refer to Section 4.17 for Vertical & Horizontal Control).
- E. The .dxf or .dwg plat file will be geo-rectified based upon either the benchmark point(s) or GPS points that have been utilized.
- F. Digital data will be provided to the Engineering Department submitted with final plat via CD, or e-mailed to the AutoCad specialist on the day, upon which mylars have been submitted for recordation to the Engineering Department or any particular government entity.
- G. All digital data files will be converted from surface to grid units for geo-rectification.

**Layer Names and Definitions**

**The following graphical features will be organized in the following manner within the digital file:**

| <b>Layer Name</b> | <b>Description</b>   |
|-------------------|--|
| 1                 | CL<br>Centerlines of Roads/Streets   |
| 2                 | ROW<br>Right of Way  |
| 3                 | LOTLINE<br>Lot Lines / Reserves  |
| 4                 | BOUNDARY<br>Exterior Plat Boundaries; Subdivision Boundaries   |
| 5                 | BMARK<br>Bench Marks; (X,Y) Coordinates  |
| 6                 | TEXT<br>Lot Numbers / Block Numbers; Subdivision Names / Section Numbers ; Street Names              |
| 7                 | PVMNT_PROP<br>Pavement (Proposed)  |
| 8                 | PVMNT_EXI<br>Pavement (Existing)   |
| 9                 | CURVEDT<br>Curve Data  |
| 10                | EASEMENT<br>Easements – Utility / Landscaping / Drainage   |
| 11                | TBLOCK<br>Title Block / Vicinity Map / Legend / Scale/North Arrow/<br>Dedication Information / Notes |
| 12                | MATCHLN<br>Match Lines   |
| 13                | BUILDNG<br>Building Lines / Building Footprint   |
| 14                | TOPO<br>Topographic Lines  |
| 15                | UTIL_PROP<br>Utilities (Proposed)  |
| 16                | UTIL_EXI<br>Utilities (Existing)   |
| 17                | DRAINAGE<br>Detention /Retention Ponds, Ditches  |
| 18                | HYDRO<br>Creeks / Bayous / Rivers / Lakes / Ponds / Canals   |
| 19                | CITYLIM<br>City Limits   |
| 20                | ETJ<br>Extra Territorial Jurisdictions   |
| 21                | COUNTYLN<br>Fort Bend County Line  |
| 22                | STORM<br>Storm Lines / Inlets / Manholes   |
| 23                | WATERLN<br>Water Lines /Hydrants / Valves /T's   |
| 24                | SANSEWER<br>Sanitary Sewer Lines/ Lift Stations/ Stacks  |
| 25                | COMMUNICATION<br>Telephone/ Cable pedestals/ Lines/ Cable TV   |
| 26                | GAS<br>Natural Gas Meters/ Gas Lines   |

**3.4 Construction Documents**

- A. Construction documents shall be submitted with the final plat. The plat will not be considered by Commissioners' Court until the construction documents have been approved by the County Engineer and the outfall drainage documents have been approved by the Drainage District Engineer. Two prints should be submitted for review and approval, one will be retained in the Engineering Department files and one will be returned.



### **3.5 Title Report**

- A. A current title report, statement or opinion, title policy or certificate or letter from a title guaranty company authorized to do business in the State of Texas or an attorney licensed as such in the State of Texas shall be provided with the plat, certifying that a search of the appropriate records was performed covering the land proposed to be platted and providing the following information concerning the title to said land:
1. The date of the examination of the records.
  2. A legal description of the property proposed to be subdivided including a metes and bounds description of the boundaries of said land.
  3. The name of the owner of record owning fee simple title as of the date of the examination of the records, together with the recording information of the instruments whereby such owner acquired fee simple title.
  4. The names of all lienholders together with the recording information and dates of the instruments by which such lienholder acquired their interest.
  5. A description of the type and boundaries of all easements and fee strips not owned by the subdivider of the property in question together with the recording information and date of the instruments whereby the owner of such easements or fee strips acquired their interest.
  6. A statement certifying that no delinquent ad valorem taxes are due on the property being platted.
  7. The title report must be an original and signed by an officer of the title company.
- B. A supplemental update letter may be submitted when date of the title report is in excess of the allowed 30 days.

### **3.6 Subdivision, Development or Street Names**

- A. The proposed names of the subdivision, development or streets shall not be a duplicate of any other subdivision or development or street name respectively on record in Fort Bend County.
- B. Submit Plat Reviews to:
1. For street names: (submit to)  
FBC Engineering will review street names upon receipt of preliminary or final plat. A review letter will be e-mailed to the sender.
  2. For subdivision names: (submit to)  
Fort Bend County Clerk  
301 Jackson Street, Suite 101  
Richmond, Texas 77469-3108

### **3.7 Private Easement Holder's Agreement**

- A. The following items shall be submitted with any plat which contains a private easement or fee strip within its boundary.

1. A letter, statement or instrument from the holder of any privately owned easement or fee strip within the plat boundaries must be provided where such easements or fee strips are proposed to be crossed by streets (both public and private) or public utility or drainage easements, stating that the holder of such easement or fee strip approves such crossings of their private easement or fee strip for the purposes intended and depicted upon the plat. In those instances where an instrument of record is submitted in lieu of a letter of statement from the holder of any such private easement or fee strip, the County will make a determination as to whether the conditions contained in such instrument are sufficient to adequately provide or accommodate the crossings of such private easements or fee strips by the proposed streets (both public and private) or public utility or drainage easements depicted on the plat.

### **3.8 Tax Certificates**

- A. An original certificate, for the current year, from each tax collector of each political subdivision in which the property is located shall accompany the plat, indicating that no delinquent ad valorem taxes are owned on the real property.
- B. Map Clearance Certificate issued by the Fort Bend County Tax Assessor/Collector's Office.
- C. Tax Research Department Review Form issued by the Fort Bend County Tax Assessor/Collector's Office.

### **3.9 Bond or Letter of Credit**

- A. The Commissioners' Court will not approve any plat of any subdivision or re-subdivision unless such plat is accompanied by a bond, the amount of which shall be determined by the Commissioners' Court from time to time and shall be made payable to the County Judge. The bond will guarantee that the owner or owners will construct and maintain the roads, streets, driveway entrance structures, and all storm drainage and detention facilities in the subdivision in accordance with the specifications set out herein and in the Fort Bend County DRAINAGE CRITERIA MANUAL, and DESIGN STANDARDS AND DETAILS and as shown on the approved plat, construction plans and specifications and other County requirements. The form of the bond must be approved by the County's Attorney. Refer to (*Appendix M*) for the approved bond form.
- B. The Commissioners' Court of Fort Bend County may at its discretion, in lieu of the above bond, accept an irrevocable letter of credit from an acceptable Texas bank. The form of the letter of credit must be approved by the County's Attorney. Refer to (*Appendix N*) for the approved letter of credit form.
- C. A listing of all street names, locations and lengths should be provided at the time the Bond or Letter of Credit is submitted. Refer to (*Appendix L*) for the form of the street listing.
- D. At the time of this order, the bond requirements for roads and streets are as follows:



1. For gravel open ditch sections -  
\$25.00/lineal foot of roadway
  2. For asphalt open ditch sections -  
\$50.00/lineal foot of roadway
  3. For curb and gutter sections -  
\$70.00/lineal foot of roadway
  4. For boulevard sections (major thoroughfares) -  
\$140.00/lineal foot of roadway
  5. For each bridge of two lane width -  
\$1500.00/lineal foot of roadway
- E. After road construction has been certified complete by the development engineer using (*Appendix I*), Engineer's Construction Compliance Statement, and accepted by the County Engineer, the bond or letter of credit requirements may be reduced as follows:
1. Gravel open ditch sections - \$12.50/lineal foot of roadway.
  2. For asphalt open ditch sections - \$25.00/lineal foot of roadway.
  3. For curb and gutter sections - \$35.00/lineal foot of roadway.
  4. For boulevard sections (major thoroughfares) - \$70.00/lineal foot of roadway.
  5. For each bridge of two lane width - \$750.00/lineal foot of roadway.
  6. For street lights and sidewalks (see City requirements if in E.T.J.).
- F. The bond or letter of credit shall remain in full force and effect until all roads, streets, driveway entrance structures, and all storm drainage and detention facilities in the subdivision have been completed and accepted by the County. Refer to (*Section 6*) for the policies and procedures for road acceptance.

### **3.10 Departmental Reviews**

- A. Applicant is to submit review plats and required information to the Tax Assessor/Collector, County Clerk and Drainage District Engineer. The County Engineer will send the bond or letter of credit to the County Attorney for review.

### **3.11 Subdivisions within the Extraterritorial Jurisdiction of a City**

- A. For properties located within the extraterritorial jurisdiction (ETJ) of an incorporated city or town and subject to the jurisdiction of the Planning Commission of the city or town, the subdivision design criteria and layout requirements as established by the applicable Commission will apply.
1. Refer to (*Appendix P*) for applicable Supplemental Regulations of Subdivisions, for properties located within the extraterritorial jurisdiction of an incorporated city or town.
  2. Preliminary plat and preliminary drawing are to be submitted to the Fort Bend County Engineers office and the Fort Bend County Drainage District for review and recommendations to conform to the applicable Fort Bend County regulations.

3. The final plat and construction documents must be submitted to the Fort Bend County offices of County Clerk, Tax Assessor/Collector, Drainage District and County Engineer for review and approval.
4. The final plat and construction documents submitted must be accompanied by the Certificate of Approval from the applicable city or town.
5. The original mylars of the plat shall be transmitted directly from the City to the County Engineer by either City personnel or County personnel.
6. The County Bonds requirement are given in (*Section 3, 3.9.*).
7. Refer to the applicable City regulations for additional bond requirements.
8. If revisions are required after the City approval, the revisions are to be made only with the written authorization of the City and must be made in the presence of the County Engineer.
9. After the required approvals, the Final Plat will be considered by the Commissioners' Court and one of the following actions taken:
  - a. Approve
  - b. Defer action until the next regular scheduled meeting
  - c. Disapprove
10. No revisions to the plat will be allowed after approval of the plat by Commissioners' Court.
11. Upon approval of the plat by Commissioners' Court the original mylars will be transmitted directly to the office of the County Clerk by County personnel. The County Clerk will inform the owner of the required recording fee. The plat will be recorded by the County Clerk upon receipt of the required fee. Mylars will be scanned and returned after recording.

### **3.12 Amending Plat within Extraterritorial Jurisdiction of a Town or City**

*Authority for these regulations is given in V.T.C.A., Local Government Code § 212.016.*

- A. This section is applicable only if the applicable city regulations allows an amending plat and the amended plat is approved by the city.
  1. The municipal authority responsible for approving plats may approve and issue an amending plat, which may be recorded and is controlling over the preceding plat without vacation of that plat, if the amending plat is signed by the applicants only and is solely for one or more of the following purposes:
    - a. to correct an error in a course or distance shown on the preceding plat;
    - b. to add a course or distance that was omitted on the preceding plat;
    - c. to correct an error in a real property description shown on the preceding plat;
    - d. to indicate monuments set after the death, disability, or retirement from practice of the engineer or surveyor responsible for setting monuments;
    - e. to show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat.



- f. to correct any other type of scrivener or clerical error or omission previously approved by the municipal authority responsible for approving plats, including lot numbers, acreage, street names, and identification of adjacent recorded plats;
  - g. to correct an error in courses and distances of lot lines between two adjacent lots if:
    - (1) both lot owners join in the application for amending the plat;
    - (2) neither lot is abolished;
    - (3) the amendment does not attempt to remove recorded covenants or restrictions; and
    - (4) the amendment does not have a material adverse effect on the property rights of the other owners in the plat;
  - h. to relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;
  - i. to relocate one or more lot lines between one or more adjacent lots if:
    - (1) the owners of all those lots join in the application for amending the plat;
    - (2) the amendment does not attempt to remove covenants or restrictions; and
    - (3) the amendment does not increase the number of lots; or
  - j. to make necessary changes to the preceding plat to create six or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if:
    - (1) the changes do not affect applicable zoning and other regulations of the municipality;
    - (2) the changes do not attempt to amend or remove any covenants or restrictions; and
    - (3) the area covered by the changes is located in an area that the municipal planning commission or other appropriate governing body of the municipality has approval and issuance of an amending plat.
- B. An amended plat must be submitted for review and approval of the County Engineer and Commissioners' Court prior to recording with the County Clerk.

**3.13 Replat within Extraterritorial Jurisdiction of a Town or City**

*Authority for these regulations is given in V.T.C.A., Local Government Code § 212.014, Section § 212.0145, and Section § 212.015.*

- A. This section is applicable only if the applicable city regulations allows a replat and the replat is approved by the city. A replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:
  - 1. is signed and acknowledged by only the owners of the property being replatted;

2. is approved, after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard, by the municipal authority responsible for approving plats;
3. does not attempt to amend or remove covenants or restriction.

**3.14 Revision of Plat - Subdivision located outside the Municipalities and Extraterritorial Jurisdiction of Municipalities**

*Authority for these regulations is given in V.T.C.A., Local Government Code § 232.009.*

- A. A person who has subdivided land that is subject to the subdivision controls of the County in which the land is located may apply in writing to the commissioners court of the County for permission to revise the subdivision plat filed for record with the County Clerk.
- B. After the application is filed with the Commissioners Court, the court shall publish a notice of the application in a newspaper of general circulation in the county. The notice must include a statement of the time and place at which the court will meet to consider the application and to hear protests to the revision of the plat. The notice must be published at least three times during the period that begins on the 30th day and ends on the seventh day before the date of the meeting. Except as provided by *Subsection (f)*, if all or part of the subdivided tract has been sold to non-developer owners, the court shall also give notice to each of those owners by certified or registered mail, return receipt requested, at the owner's address in the subdivided tract.
  1. The public hearing notice will be placed in the newspaper by the Fort Bend County Clerk's Office.
  2. A certified letter shall be sent to all adjoining landowners (within 200 feet of the previously platted section), by the County Clerk's Office. The engineering firm certifying the replat, shall provide a complete listing of the adjoining landowners and their respective addresses to the County Clerk.
- C. During a regular term of the commissioners court, the court shall adopt an order to permit the revision of the subdivision plat if it is shown to the court that:
  1. the revision will not interfere with the established rights of any owner of a part of the subdivided land; or
  2. each owner whose rights may be interfered with has agreed to the revision.
- D. If the Commissioners Court permits a person to revise a subdivision plat, the person may make the revision by filing for record with the county clerk a revised plat or part of a plat that indicates the changes made to the original plat.
- E. The Commissioners Court is not required to give notice by mail under *Subsection (c)* if the plat revision only combines existing tracts.



**3.15 Subdivisions outside the Extraterritorial Jurisdiction of a City**

- A. For properties located outside of the extraterritorial jurisdiction (ETJ) of an incorporated city or town and not subject to the jurisdiction the Planning Commission of the city or town.
1. Preliminary plat and preliminary construction documents are to be submitted to the Fort Bend County Engineers office and the Fort Bend County Drainage District for review and recommendations to conform to the applicable Fort Bend County regulations.
  2. The final plat and construction documents must be submitted to the Fort Bend County offices of County Clerk, Tax Assessor/Collector, Drainage District and County Engineer for review and approval.
  3. Bonds must be in the county name.
  4. After the required approvals, the final plat will be considered by the Commissioners' Court and one of the following actions taken:
    - a. Approve
    - b. Defer action until the next regular scheduled meeting
    - c. Disapprove
  5. No revisions to the plat will be allowed after approval of the plat by Commissioners' Court.
  6. Upon approval of the plat by Commissioners' Court the original mylars will be transmitted directly to the office of the County Clerk by County personnel. The County Clerk will inform the owner of the required recording fee. The plat will be recorded by the County Clerk upon receipt of the required fee. Mylars will be scanned and returned after recording.
  7. Revision of Plat  
This section applies only to real property located outside municipalities and the extraterritorial jurisdiction of municipalities.
    - a. A person who has subdivided land that is subject to the subdivision controls of the county in which the land is located may apply in writing to the Commissioners' Court of the County for permission to revise the subdivision plat filed for record with the County Clerk.
    - b. After the application is filed with the Commissioners' Court, the court shall publish a notice of the application in a newspaper of general circulation in the County. The notice must include a statement of the time and place at which the court will meet to consider the application and to hear protests to the revision of the plat. The notice must be published at least three times during the period that begins on the 20th day and ends on the seventh day before the date of the meeting. If all or part of the subdivided tract has been sold to non-developer owners, the court shall also give notice to each of those owners by certified or registered mail, return receipt requested, at the owner's address in the subdivided tract.

- c. During a scheduled meeting of Commissioners' Court, the Court may adopt an order to permit the revision of the subdivision plat if it is shown to the Court that:
  - (1) the revision will not interfere with the established rights of any owner of a part of the subdivided land; or
  - (2) each owner whose rights may be interfered with has agreed to the revision.
- d. If the Commissioners' Court permits a person to revise a subdivision plat, the person may make the revision by filing for record with the county clerk a revised plat or part of a plat that indicates the changes made to the original plat.

### **3.16 Engineer Certification**

- A. A Professional Engineer, registered in the State of Texas, is required to seal, sign and date each sheet of the drawings in accordance with the rules set forth by the Texas State Board of Registration for Professional Engineers.
- B. The Certification Statement shown in (*Appendix Q*) shall be placed on the cover sheet.

### **3.17 Transmittal Letters**

- A. All submissions made to the County Engineers office must be accompanied by a transmittal letter (Subdivision Plat Application Form), giving the purpose of the submissions such as for information only, preliminary or final review, the name and location of the project, and the controlling jurisdiction such as City, City ETJ, or County. A listing of all enclosed documents or drawings must be included. The Subdivision Plat Application Form is shown in (*Appendix U*).

**END OF SECTION THREE**



---

**SECTION 4 - PLAT GRAPHIC REQUIREMENTS**

**4.0 General Graphics**

- A. All plats of proposed subdivisions which are to be submitted to Commissioners' Court shall be drawn in the form given below and contain the following specific information:

**4.1 Engineering**

- A. All plats shall be prepared by engineering or surveying firms. Plats prepared by architectural firms will not be accepted. The engineering or surveying firm's name, address and telephone number shall be shown on the plat.

**4.2 Plat Size**

- A. The plat size shall be 24 inches x 36 inches and the minimum print or type sizes shall be 6 cpi.

**4.3 Orientation**

- A. The preferred orientation of the drawing of the subdivision drawing orientation is with the north point to the top of the drawing. It is acceptable to have north to the left of the drawing. Title block shall be in the lower right hand corner.

**4.4 Scale**

- A. The scale shall be shown both numerically and graphically. The preferred scale is one (1) inch equals 100 feet. A smaller scale may be used, where appropriate, with the approval of the County Engineer.

**4.5 Vicinity Map**

- A. A vicinity map shall be provided and made a part of the plat indicating the general location of the subdivision and its relationship with well known streets, railroads, water courses and similar features adjacent to and within one (1) mile of the subdivision. The vicinity map should be in the upper right hand corner of the plat or on the cover sheet and shall be oriented with north to the top of the drawing.

**4.6 Legal Description**

- A. A legal description of the property to be subdivided listing the name of the County, survey and abstract number shall be noted on the plat.

**4.7 Acreage**

- A. The total acreage and total number of lots, blocks and reserves shall be noted on

the plat.

#### **4.8 Names**

- A. The name, address, and telephone number of the subdivision owner shall be shown on the plat. If the subdivider is a company or corporation, the name of the principal officer of the company or corporation responsible for the subdivision must also be shown.

#### **4.9 Date**

- A. The plat shall be dated.

#### **4.10 Engineering and Surveying Requirements**

- A. Engineering and surveying data shall be shown on the plat in sufficient detail to accurately locate, by surveying methods, all features of the subdivision on the ground. This data shall include, but not be limited to, full dimensions along all boundaries of the plat, street and alley right-of-ways, easements and drainage ways, gullies, creeks, and bayous together with the location of the high bank of such drainage ways and water courses, street center lines, lots, building setback lines, blocks, reserves, out tracts or any other tracts designated separately within the plat boundaries, fee strips, pipelines or any other physical or topographical features. Such information shall include line dimensions, widths, bearings of deflecting angles, radii, central angles and degree of curvature, length of curves and tangent distances, all of which are to be shown in feet and decimal fractions thereof.

#### **4.11 Plat Boundaries**

- A. The plat boundaries shall be drawn with heavy lines to indicate the subdivided area and shall show overall survey dimensions and bearings. Lines outside the plat boundary shall be drawn as dashed lines.

#### **4.12 Adjacent Areas**

- A. The adjacent areas outside the plat boundaries shall be identified to indicate the name of adjacent subdivisions, churches, schools, parks, drainage ways, acreage, and all existing streets, alleys, easements, pipelines or other restricted uses.

#### **4.13 Pipeline and Pipeline Easements**

- A. The plat shall have a note stating that all existing pipelines or pipeline easements through the proposed subdivision have been shown or that there are no existing pipelines or pipeline easements within the limits of the proposed subdivision.



**4.14 Lots, Tracts, Reserves, Easements and Right-of-Way**

- A. All lots, tracts, reserves, easements and rights-of-way shall be designated within the plat boundaries and noted on the plat.

**4.15 Contour Lines**

- A. The plat shall have contour lines showing natural ground contours with a maximum of one (1) foot intervals.

**4.16 Minimum Slab Elevation**

- A. The County Engineer will set the minimum slab elevation for each subdivision based upon the recommendation of the Drainage District Engineer. The minimum slab elevation shown on the plat will be set using the criteria given in the Fort Bend County Drainage Criteria Manual.
1. Twelve inches above the maximum street ponding level or
  2. Twelve inches above the 100 year flood plain.
  3. The following note shall be shown on the plat:  
"The top of all floor slabs shall be a minimum of \_\_\_\_\_ feet above mean sea level. The top of slab elevation at any point on the perimeter of the slab shall not be less than eighteen (18) inches above natural ground."

**4.17 Vertical and Horizontal Control**

- A. The location and elevation of the vertical and horizontal control used for a subdivision shall be indicated on the Fort Bend County Survey Sheet. These reference points shall be expressed in units of feet as part of the Texas South Central, State Plane Coordinate System, South Central Zone, North American Datum of 1983, (use current adjustment and Geoid model) and North American Vertical Datum, 1988 and state Geoid model.
1. An Iron Rod benchmark shall be placed within every subdivision that is less than 5 acres in size with an X, and Y coordinate (3<sup>rd</sup> order or better) which shall be used as a reference point and identified upon the subdivision plat. Also, an existing National Geodetic Survey monument (identification) as a reference point shall be used and identified upon the subdivision plat. If there is an existing rod Permanent Benchmark which already meets all afore mentioned criteria and requirements, that rod may be utilized.
  2. A permanent benchmark shall be set in every subdivision 5 acres in size or greater with an X, Y and Z coordinate, unless the subdivision is completely contained within a 2,000 foot radius of an existing benchmark that can be located and occupied. An X and Y coordinate shall also be established within the subdivision plat boundary and placed upon the subdivision plat. All attempts shall be made to create the monument such

that it can be GPS observable (no trees or overhead obstructions). An existing National Geodetic monument (identification) as a reference point shall be used and identified upon the Fort Bend County Survey sheet along with the permanent benchmark location. The Fort Bend County Engineering Department shall approve the location for the permanent benchmark.

- B. When monument values are established through conventional survey methods, all positions for horizontal (X, Y) and vertical control (Z) points shall be established according to the accuracy standards for TSPS (Texas Society of Professional Surveyors), current requirements for Category 7, Condition II State Plane NAD 83 feet coordinates (X and Y) and Category 8, Condition III State Plane NAVD 88 feet coordinates (Z), (TSPS 2<sup>nd</sup> order) and a TSPS, Category 8, Condition III (TSPS 3<sup>rd</sup> order) as promulgated by the Texas Society of Professional Surveyors and all reference bearings "Manual of Practice".

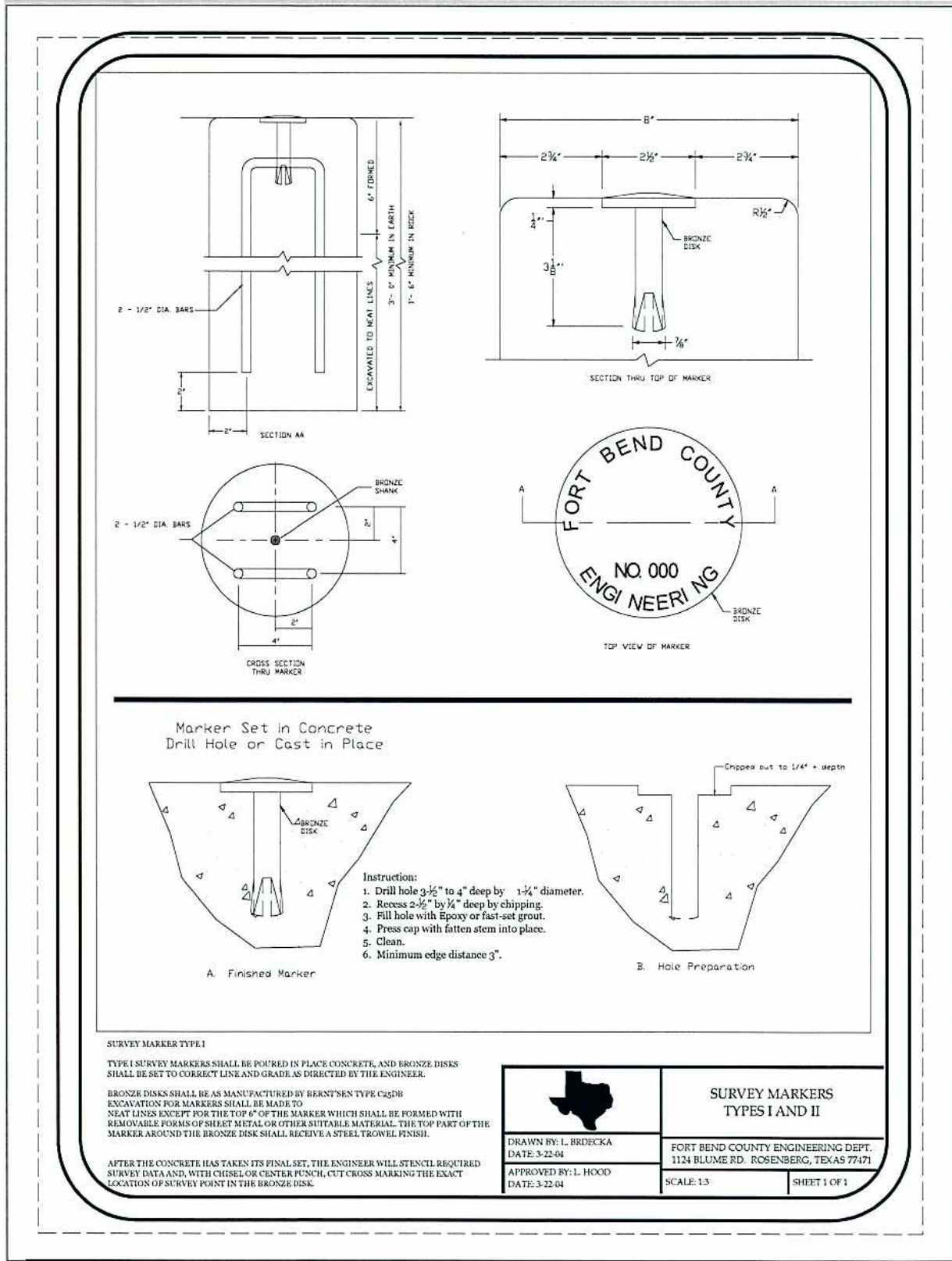
When monument values are established by GPS, all horizontal values shall conform to the accuracy standards of TSPS, Category 7, Condition I (TSPS 1<sup>st</sup> order) and the vertical values shall conform to the accuracy standards of a TSPS, Category 8, Condition III (TSPS 3<sup>rd</sup> order).

- C. All permanent benchmark elevation and horizontal location data shall be certified by a Registered Professional Land Surveyor as a Texas Society of Professional Surveyor Association standard. For Category 8, TSPS Third Order Vertical Control Survey shall certify all permanent benchmark Survey Data Sheets.
- D. Permanent benchmark brass discs shall be obtained from the County Engineer, it will be set in concrete as approved by Fort Bend County. The concrete footing of the benchmark shall conform to the design provided by Fort Bend Engineering. The assigned survey sheet shall be completed and returned to Fort Bend County Engineering Department.
- E. The permanent survey marker and completed survey marker data sheet must be in place prior to acceptance of the road and streets within the subdivision into the Fort Bend County Road Maintenance System.





**Survey Marker Detail**



#### **4.18 Surveyor Certification**

- A. The plat must be in full accordance with the required certification made upon the plat by the Registered Public Surveyor ascertaining that the subdivision boundary represents a survey made by him and that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent ferrous metal) pipes or rods having a minimum outside diameter of five eights (5/8) inch and a minimum length of three (3) feet. The monuments shall be driven securely into solid ground and the top of the monument shall be flush with the ground.

#### **4.19 Survey Closure**

- A. The boundary survey shall close to within one in ten thousands (1:10,000) and shall be tied to an original corner of the original abstract survey. The metes and bounds description of this tie shall be shown on the plat.

#### **4.20 Dedication Statements and Certificates**

- A. All dedication statements and certificates shall be made a part of the plat drawing and shall include and not be limited to the following statements: The general form and content of these statements are provided in the Appendix of this Manual.
  - 1. Owner's Acknowledgment. Refer to (*Appendix A*).
  - 2. Execution of Owner's Acknowledgment. Refer to (*Appendix B*).
  - 3. Lienholder's Acknowledgment and Subordination Statement. Refer to (*Appendix C*).
  - 4. Notary Public Acknowledgment for all signatures. Refer to (*Appendix D*).
  - 5. Certificate for Surveyor. Refer to (*Appendix E*).
  - 6. Certificate for Fort Bend County Engineer and Commissioners' Court. Refer to (*Appendix F*).
  - 7. County Clerk's Filing Acknowledgment Statement. Refer to (*Appendix G*).
  - 8. Engineer's Plat Affidavit. Refer to (*Appendix H*).
  - 9. A certificate of City approval shall be included on the plat if the subdivision is within the extraterritorial jurisdiction of a city. Use the form required by the city.

#### **4.21 Public Facilities Listing**

- A. The names of all existing Municipal Utility Districts, Levee Improvement Districts, Water Control and Improvement Districts, Drainage Improvement Districts, School Districts, Fire Districts, Impact Fee Areas, City or City ETJ and Utilities Companies who provide service in which the property is located shall be shown on the plat in a table format as shown below.



| <b>District Names</b> |  |
|-----------------------|--|
| WCID                  |  |
| MUD                   |  |
| LID                   |  |
| DID                   |  |
| SCHOOL                |  |
| FIRE                  |  |
| IMPACT FEE AREA       |  |
| CITY OR CITY ETJ      |  |
| UTILITIES CO.         |  |

**4.22 Drainage Statement**

- A. The plat shall have a note requiring that all drainage easements be kept clear of fences, buildings, vegetation and other obstructions for the purpose of the operation and maintenance of the drainage facility by the appropriate entity. The plat shall also have a note requiring all property to drain into the drainage easement only through an approved drainage structure.

**4.23 Easements**

- A. All easements or fee strips created prior to the subdivision of any tract of land shall be shown on the subdivision plat of said land with appropriate notations indicating the name of the holder of such easement or fee strip and the purpose of the easement, and the dimensions of the easement or fee strip tied to all adjacent lot lines, street right-of-way and plat boundary lines and the recording reference of the instruments creating and establishing said easement or fee strip. In those instances where easements have not been defined by accurate survey dimensions such as "over and across" type easements, the subdivider shall request the holder of such easement to accurately define the limits and location of his easement through the property within the subdivision boundaries. If the holder of such undefined easement does not define the easement involved and certifies his refusal to define such easement to the County Engineer, the subdivision plat shall show accurate recorded information as to the centerline location of all such undefined easements and the centerline of all existing pipelines or other utility facilities placed in conformance with the easement holder's rights. Building setback lines must be established a minimum of 15 feet on each side of and parallel to the centerline of any pipelines, pole lines, or other utility facilities located in such undefined easement.

**4.24 Side Lot Lines**

- A. Where all side lot lines are either perpendicular and at right angles or radial to adjacent street right-of-ways, a suitable notation stating same may be placed upon the plat in lieu of lot line bearings.

**4.25 Key Lots**

- A. Where key or flag lots are permitted and used, the plat shall bear a note restricting the staff portion of such lots from the construction of any building, structure, wall or fence.

**4.26 Access Denied**

- A. Where vehicular access from lots to major thoroughfares or other streets is not permitted, the plat shall bear a note that such access is denied. Such note shall be shown adjacent to those lots from which access is denied.

**END OF SECTION FOUR**



---

SECTION 5 - DESIGN CRITERIA

5.1 General Public Street Arrangement and Layout

- A. The public street system pattern proposed within any subdivision or development shall be based upon the following design concepts:  
Roadway sections streets shall be designed by the development project engineer following the guidelines of the following publications and the standard given in these regulations. In case of conflicts within these requirement the most stringent requirement shall control.
1. RECOMMENDED GUIDELINES FOR SUBDIVISION STREETS, Institute of Transportation Engineers, Latest Edition.
  2. GUIDELINES FOR URBAN MAJOR STREETS DESIGN, Institute of Transportation Engineers, Latest Edition.
  3. A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, AASHTO, Latest Edition.
  4. TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), Texas Department of Transportation, Latest Edition.
  5. TRIP GENERATION MANUAL, Institute of Transportation Engineers, Latest Edition.
  6. DESIGN STANDARDS AND DETAILS, Fort Bend County Engineering Department, Latest Edition.
  7. GEOMETRIC DESIGN STANDARDS, Harris County and City of Houston as modified by Fort Bend County, Engineering Department, Latest Edition.
  8. THOROUGHFARE DEVELOPMENT PLAN, Fort County, Texas, Latest Edition.
- B. Adequate vehicular access to all properties within the subdivision plat boundaries shall be provided. All subdivisions should have more than one point of access. A boulevard entrance or emergency entrance is desirable. Adequate access for fireman, police and other emergency services shall be provided.
- C. Adequate street connections to adjacent properties shall be provided to assure adequate traffic circulation within the general area.
- D. A local street system serving residential properties should discourage through traffic, without the need of multiway stop signs, while maintaining sufficient access and traffic movement for convenient circulation within the residential area and access for fireman, police and other emergency services.
- E. A sufficient number of continuous streets and major thoroughfares to accommodate the increased traffic demands generated by the subdivision shall be provided.
- F. Where the proposed subdivision is located adjacent to a State maintained road, additional right-of-way may be required to accommodate the ultimate road development.
- G. Block lengths shall be measured along the face of a block (being the adjacent street right-of-way line) from the centerline of street to the centerline of another street where such streets provide cross traffic circulation (not cul-de-sac streets).
1. Where loop street configuration is involved, the length of the interior block formed by the loop street is measured along the centerline of the



- 
- loop street between adjacent street centerlines.
  2. Block lengths for streets terminated by a cul-de-sac is measured from the centerline radius point to the centerline of the intersecting street.

## **5.2 Major Thoroughfares**

- A. Location and Alignment
  1. The location and alignment of designated major thoroughfares shall be in conformance with the latest edition of the Major Thoroughfare Plan of Fort Bend County.
  2. Any proposals which constitute a change in the location or the alignment of any planned or designated major thoroughfare must be approved by Commissioners' Court.
- B. Right-of-Way
  1. The minimum width of the right-of-way to be dedicated for any designated major thoroughfare shall not be less than 100 feet, nor more than 120 feet.
  2. Where the subdivision is located adjacent to an existing designated major thoroughfare having a right-of-way width of less than 100 feet, sufficient additional right-of-way must be dedicated, within the subdivision boundaries, to provide for the development of the major thoroughfare to a total right-of-way width of not less than 100 feet, nor more than 120 feet.
  3. Where open ditch drainage is planned, the minimum right-of-way width required for a designated major thoroughfare shall be not less than of 100 feet or sufficient width to accommodate the approved roadway pavement and attendant drainage facilities, whichever is greater.
  4. Right-of-way intersections with other public street right-of-ways should be at right angles. Deviations of up to ten (10) degrees may be approved by the County Engineer.
  5. The right-of-way line at intersections shall have a minimum radius of 30 feet.
  6. A right-of-way corner cutback of 25 feet may be substituted for the 30 foot radius.
- C. Roadway Curves and Intersections
  1. Major thoroughfare horizontal curves shall have a centerline radius of 2,000 feet or more.
  2. Reverse horizontal curves shall be separated by tangent distance of not less than 100 feet.
  3. Intersections with other public streets should be at right angles. Deviations of up to ten (10) degrees may be approved by the County Engineer.
  4. Curb or pavement return radius of 30 feet shall be provided.
  5. Layout of medians including openings shall comply with the guidelines of GEOMETRIC DESIGN GUIDELINES FOR SUBDIVISION STREET, Harris County, City of Houston, Latest Edition (as modified by Fort Bend County).
- D. Minimum Concrete Pavement shall be eight (8) inches.

### 5.3 Major Collector Streets

MAJOR COLLECTOR STREET: A public street that consist of two or more lanes, divided or undivided roadway that is used as a collector for residential streets and originates and terminates outside of the subdivision boundaries.

- A. Location and alignment
  - 1. The extension of existing roads and streets shall be aligned with the existing roads and streets without offsets.
- B. Right-of-Way
  - 1. The minimum right-of-way to be dedicated for a major collector street not designated as a major thoroughfare shall not be less than 70 feet or of sufficient width to accommodate the design roadway and associated drainage facilities, if an open ditch section is proposed, whichever is greater.
  - 2. Where a subdivision is located adjacent to an existing public street, and the street is not designated as a major thoroughfare, and has a right-of-way width less than 70 feet, sufficient additional right-of-way must be dedicated, within the subdivision boundary, to provide for the development of the adjacent street to a total right-of-way width of not less than 70 feet.
  - 3. The right-of-way width shall not be less than the width existing outside of the plat boundary.
  - 4. Proposed horizontal curves for the right-of-way line of major collector streets shall have a minimum centerline radius of 850 feet.
  - 5. The right-of-way line at intersections shall have a minimum radius of 30 feet.
  - 6. A right-of-way corner cutback of 25 feet may be used as a substitute for the 30 foot radius.
- C. Roadway Curves and Intersection
  - 1. The maximum horizontal curve radius shall not be less than 850 feet, measured at the centerline of the roadway.
  - 2. The curb or pavement return radius shall not be less than 30 feet.
- D. Minimum Concrete Pavement shall be seven (7) inches.

### 5.4 Minor Collector Streets

MINOR COLLECTOR STREET: A public street that consist of two or more lanes, undivided or divided roadway that is used as a collector for residential streets and originates within and terminates outside of the subdivision boundaries.

- A. Location and Alignment
  - 1. The alignment of minor collector streets proposed to be dedicated and established within a subdivision shall be aligned with existing roadway without offsets.
  - 2. The block length of minor collector streets shall not exceed 1400 feet.
- B. Right-of-Way Width
  - 1. The width of the right-of-way to be dedicated for any minor collector



- 
- street not designated as a major thoroughfare shall not be less than 60 feet, or of sufficient width for the roadway section and the associated drainage, if an open ditch section is proposed whichever is greater.
2. Intersecting right-of-way lines shall have a minimum radius of 30 feet.
  3. A right-of-way corner cutback of 25 feet may be substituted for the 30 foot radius.
  4. The radii of the right-of-way line at the end of curb and gutter streets terminated with circular cul-de-sac turnarounds shall be a minimum of 50 feet.
  5. The radii of the right-of-way line at the end of open drainage (ditch sections) local streets terminated with circular cul-de-sac shall be not less than 60 feet.
- C. Curves and Intersections
1. Horizontal curves in minor collector streets shall have a minimum centerline radius of 850 feet.
  2. Intersections of local streets shall be at right angles. Deviations of up to ten (10) degrees may be approved by the County Engineer.
  3. Curb or pavement returns shall have a minimum radius of 30 feet 5.5 Residential Streets.
- D. Minimum Concrete Pavement shall be seven (7) inches.

## **5.5 Residential Streets**

**RESIDENTIAL STREET:** A public street that consists of a two lane undivided roadway primarily used by local single family residents and originates and terminates within the subdivision boundaries.

- A. Location and Alignment
1. The alignment of minor collector streets proposed to be dedicated and established within a subdivision shall be aligned with existing roadway without offsets.
  2. The block length of a residential street shall not exceed 1400 feet.
- B. Right-of-Way Width
1. The width of the right-of-way to be dedicated for any residential street shall not be less than 60 feet, except as provided in paragraph 5.5.B.2, or of sufficient width for the roadway section and the associated drainage, if an open ditch section is proposed.
  2. A fifty (50) foot street right-of-way width may be allowed where the following requirements are met:
    - a. The street shall be paved with a 28 foot wide back to curb and gutter section.
    - b. The street shall serve detached single family homes only.
    - c. The right-of-way shall be used for street paving, storm sewer and water lines only. Any additional utilities will require a separate utility easement or wider street right-of-way.
  3. Intersecting right-of-way lines shall have a minimum radius of 25 feet.
  4. A right-of-way corner cutback of 15 feet may be substituted for the 25 foot radius.

- 
5. The radii of the right-of-way line at the end of curb and gutter streets terminated with circular cul-de-sac turnarounds shall be a minimum of 50 feet.
  6. The radii of the right-of-way line at the end of open drainage (ditch sections) local streets terminated with circular cul-de-sac shall be 60 feet.
- C. Curves and Intersections
1. Horizontal curves in residential streets may have any centerline radius, except that the centerline radii on reverse curves shall not be less than 300 feet.
  2. Intersections of residential streets shall be at right angles. Deviation of up to ten (10) degrees may be approved by the County Engineer.
  3. A curb or pavement return radius of at least 25 feet shall be provided.
- D. Minimum Concrete Pavement shall be six (6) inches.

### **5.6 Other Streets Requirements**

- A. Dead-end Streets
1. Dead-end streets are not acceptable unless the street is terminated by a circular cul-de-sac turnaround.
  2. A dead end street with a permanent circular cul-de-sac turnaround shall not exceed 800 feet.
- B. Stub streets
1. Stub streets shall be terminated with a temporary cul-de-sac until the street is extended into the adjacent development or properties.
  2. Stub streets shall not exceed 800 feet.
- C. Loop Streets
1. A loop street shall have a block length of less than 1,000 feet.
- D. A residential street shall not be longer than 1,400 feet.

### **5.7 Construction Standards and Details**

- A. Refer to Fort Bend County DESIGN STANDARDS AND DETAILS for design criteria, construction standards and details.

### **5.8 Sidewalks**

- A. Sidewalks shall be built or caused to be built through restrictive covenants between **\*\*Developer, Homebuilder, Homeowners Associations\*\*** within all road right-of-ways dedicated to the public.
- B. Subdivisions with all lots being one (1) acre or larger in size shall be exempt from this requirement.
- C. All sidewalks shall be constructed in accordance with the Fort Bend County DESIGN STANDARDS AND DETAILS.

### **5.9 Private Streets**

- A. A subdivision utilizing private streets, must meet the following requirements:
1. The roads must meet all county road standards.
  2. The subdivision plat and restrictions must contain a statement that Fort



- 
- Bend County will not accept or maintain the roads unless they meet the county standards in effect on the date of acceptance;
3. The subdivision plat must contain a statement that the roads will be maintained in perpetuity by the owners in the subdivision, and must contain a mechanism for assessing the owners to produce adequate revenue for perpetual maintenance;
  4. The plat must contain a requirement that every deed contain notice to the grantee that all streets are private, that the owners will be perpetually liable for maintenance, that the county may not accept it for maintenance, and that the quality of the roads may affect access by public services such as police, fire, and EMS;
  5. All arterial and major collector streets required by (*Section 5, 5.3.*) must be dedicated to the public and constructed to county standards. Other streets will be dedicated to the Homeowners Association for the use of the property owners, their assigns and successors, and emergency response individuals.
  6. A sign will be placed at the entrance of the subdivision clearly stating that the roads in this subdivision are private roads.
  7. A Homeowners Association with assessment authority will be formed. Membership in the association will be mandatory for each lot owner. The association will be responsible for the maintenance of the roads in the subdivision.
  8. Any owner that gates the entrances to the subdivision shall provide either a crash gate or a lock box and a letter of approval from all of the affected emergency response agencies stating their approval of full time access to the subdivision.

### **5.10 Street Names**

- A. All public streets shall be names in conformance with the following:
  1. The street names shall be new names and shall not be duplicates of any existing street names located within Fort Bend County. This does not pertain to extensions of existing streets.
  2. Existing street names shall be used where a new street is a continuous extension of any existing street.
  3. Street name prefixes such as North, South, East and West may be used to clarify the general location of the street however such prefixes shall be consistent with the existing and established street naming and address numbering system of the general area in which the street is located.
  4. Alphabetical and numerical street names shall not be used except where such street is a direct extension of an existing street with such a name.
  5. Apostrophe or other character symbols shall not be used in street names.

### **5.11 Easements**

- A. Public Utility Easements
  1. Public utility easements are those easements established within a subdivision which are designated to accommodate publicly owned or



- 
- controlled utility facilities. Public utility easements may be used for but not be limited to facilities necessary to provide water, electrical power, natural gas, telephone, cable television, telegraph, storm sewer and sanitary sewer services.
2. Public utility easements shall be provided along the rear of all lots designed for the development of residential dwelling units and in such other locations as determined to be necessary by the County Engineer and the individual utility companies involved. Public utility easements located along the outer boundaries of a plat shall contain the full width required for such easement except in those instances where the adjacent property is under the same ownership as the property being platted or where additional easement width is dedicated by separate instrument by the owner of said adjacent tract. In such case, one-half of the required easement width shall be dedicated within the plat boundary with the other half provided outside the plat boundary by separate instrument or through notation on the plat certifying the ownership and dedication of said easement.
  3. Public utility easement widths, dead-ends
    - a. All back lot public utility easements established within a subdivision plat shall not be less than 16 feet in width.
    - b. All side lots and front lot utility easements, established within any subdivision plat shall not be less than 10 feet in width.
    - c. Dead-end public utility easements will not be allowed within the subdivision.
  4. Public utilities within the easement shall be located as outlined in the "Typical Utility Location In 10-Foot Wide and 16-Foot Wide Easement Back-to-Back Lots and Perimeter Lots" drawing prepared by the Utility Coordinating Committee for Metropolitan Area.
- B. Drainage Easements**
1. All drainage easements shall be located, sized and dedicated to accommodate the runoff from a 100 year storm for the fully developed watershed upstream of the property. All Drainage Easements shall be used for drainage purposes only.
  2. Lots shall not encroach on any drainage easements that contain drainage facilities sized to accommodate the runoff from a 100-year event.
  3. Access to all drainage easements shall be provided at all road crossings. Additional access easements may be required.
  4. Parties responsible for maintaining the drainage easements shall be noted on the plat.
- C. Special Use Easements**
1. The establishment of special use utility easements may be provided on a subdivision plat when such easement is for the purpose of accommodating a utility facility owned, operated and maintained by a unit of government and is restricted to either water mains, sanitary sewers, storm sewers or other drainage facilities and where it has been determined by the County Engineer that these facilities cannot or should not be accommodated within a public utility easement or public street right-of-way. Easements proposed to be established for any private utility company or private



organization providing utility services and restricted for their exclusive use, shall not be shown on or established by a subdivision plat. Such private utility facilities may be accommodated and placed within the public utility easements, public streets and alleys established within the subdivision boundary. Private utility companies or the subdivider may grant and establish special use easements by separate instrument if such arrangements are deemed necessary to properly serve the properties within the subdivision boundaries.

## **5.12 General Building Setback Restrictions**

- A. These restrictions are designed and applied to assure that occupied buildings, particularly residential and commercial buildings, where a concentration of people are involved, are located a sufficient distance away from the adjacent street to avoid damage to the structure and occupants by errant vehicles; to lessen or minimize the effect of noise and pollutants generated by traffic on the occupants of adjacent buildings; to insure that the location of buildings do not create any traffic hazards by blocking or restricting lines of sight, particularly at intersections and along curves; to provide some additional open space in addition to the space within the street right-of-way for the free movement of police, firemen and others in emergency situations and when appropriate, sufficient yard space and open space separating building structures which may enhance the aesthetic value of the area or development.
- B. Major Thoroughfares
1. Properties adjacent to designated major thoroughfares shall have a front building setback from the adjacent major thoroughfare right-of-way of not less than 25 feet.
  2. When such lots side on a major thoroughfare, a side building setback of at least 20 feet shall be provided.
  3. In those instances where lots back on a major thoroughfare, a rear building setback of not less than 10 feet shall be provided.
- C. Local Streets
1. Properties adjacent to local streets which are divided into lots restricted for the construction of residential dwellings shall have a building setback from the adjacent street right-of-way of not less than 25 feet.
  2. Where such lots side on a local street, a side building setback of 10 feet shall be provided.
  3. Where such lots back on a local street, a rear building setback of 10 feet shall be provided.
  4. Where the average lot depth in the subdivision is 105 feet or less, the front building setback may be reduced to 20 feet.
  5. A minimum distance of 10 feet shall be provided between sides of residential structures. This may be accomplished with a 5 foot side setback on each side of the common lot line, or with a 10 foot side setback on one side of the common lot line. If the 10 foot on one side setback is used, a 5 foot maintenance and drainage easement shall be provided adjacent to and along the property line within the 10 foot setback and shall be located on the plat.



6. Properties adjacent to local streets which are to be developed for residential apartments with multiple dwelling units under a single ownership or management and where the principal entrances to such units front on the adjacent street, a front building setback restriction of 20 feet shall be provided. If, however, such units side or back on the adjacent street and have no entrances from such street, a side or rear building setback of 10 feet may be provided.
  7. All other properties not divided into lots or designed for the development of residential dwelling units which are adjacent to local streets shall have a 10 foot building setback restriction provided along all adjacent streets.
  8. When the lots face the circular portion of a cul-de-sac street, a front building setback of 20 feet shall be provided.
- D. Off-sets and Transitions
1. When the required building setback restriction line changes from one tract to another, a transitional building setback line shall be provided having a minimum angle of 45 degrees. The transition shall take place on the lot or tract having the lesser building setback restriction requirement.
- E. Pipeline and Railroad Right-of-ways
1. Where an underground pipeline carrying flammable products through or adjacent to the subdivision or where a railroad right-of-way runs through or adjacent to the subdivision, a 15 foot building setback restriction shall be provided adjacent to such pipeline easement or fee strip (or the center line of the pipeline facility if no easement is defined) or railroad right-of-way.

### 5.13 Reserve Tracts

- A. All reserve tracts shall be labeled and designated on the plat. Any restrictive covenants applicable to the reserves shall be set forth by separate instrument and referenced on the plat.
- B. When any public street is established by plat and where such public street forms either a stub street into adjacent acreage or where such public street lies along and parallel with the subdivision boundary and adjacent to acreage, a one foot wide reserve shall be established within the street right-of-way to form a figure strip, dedicated to the public, between the public street right-of-way and the adjacent unsubdivided acreage to prevent access to this public street from the adjacent unsubdivided acreage unless and until a plat of the adjacent property is duly recorded. The conditions associated with the establishment of a one-foot reserve on a plat are contained in the following notation which shall be placed upon the face of any plat where a one-foot reserve is to be established.  
*"One-foot Reserve Dedicated to the Public in Fee as a Buffer Separation Between the Side and End of Streets Where Such Streets Abut Adjacent Property. The Condition of Such Dedication Being That When the Adjacent Property Is Subdivided or Re-subdivided in a Recorded Plat, the One-foot Reserve Shall Thereupon Become Vested in the Public for Street Right-of-way Purposes and the Fee Title Thereto Shall Revert to and Revest in the Dedicator, His Heirs, Assigns or Successors."*



---

**5.14 Lots - General Provisions**

- A. General lot design, arrangement and layout
  - 1. The general lot design within any subdivision shall be based upon the concept that such lots are created and established as undivided tracts of land and that purchasers of such lots will be assured that these tracts of land meet the following basic criteria:
    - a. The lot shall be of sufficient size and shape to allow the construction of a residential dwelling unit which can meet the requirements of established building or construction codes, housing and public health codes, and ordinances and accepted family living standards.
    - b. The lot shall be of sufficient size and shape to accommodate easements for all public and private utility services and facilities that adequately serve the residential dwelling unit constructed thereon.
    - c. The lot shall be of sufficient size and shape and shall be so located that direct vehicular access is provided from a public street or through an approved permanent access easement.
    - d. Lots or roadways shall not encroach on any drainage easements that containing drainage facilities sized to accommodate the runoff from a 100-year event.
- B. Lot Shapes
  - 1. Lots should be designed, so far as possible, with side lot lines being at right angles or radial to any adjacent street right-of-way line.
    - a. Key or flag lots may be permitted under unusual circumstances, however, the narrowest part of such a lot, being the staff portion of the flat lot, shall not be less than 20 feet in width or have a length of more than 200 feet. Such lots shall also be restricted to prevent the construction of any building structure, wall or fence within the staff portion of such lot and that the staff portion of such lot will be restricted for access to such lot only.
    - b. Double-front lots will not be approved except in those instances where lots are restricted for residential use and back upon an adjacent designated major thoroughfare or where special circumstances would warrant a variance to this regulation.
- C. Street access limitations
  - 1. Rear and side vehicular driveway access from lots, restricted for the construction of residential dwelling units, to adjacent streets designated as major thoroughfares, freeways, highways, or any other public street which carries a traffic volume where additional vehicular driveways would create a traffic hazard or impede the flow of traffic, will not be approved. Such access restriction must be noted directly upon the plat adjacent to the lots in question.
- D. Lot and Block Identification
  - 1. All blocks established in any subdivision shall be designated by number with said numbers being consecutive within the whole subdivision plat. Lots established within said blocks shall also be numbered with said



- 
- numbers being consecutive within the block.
- E. Minimum Lot Sizes - Residential Use
1. Corner lots in blocks containing lots having an average width of less than 60 feet shall be 10 feet wider than the average interior lot within such block and where such corner lots are located at the intersection of local streets. Corner lots located at the intersection of a local street and a designated major thoroughfare or at the intersection of two major thoroughfares and are contained in blocks where the average lot width within said block is less than 60 feet, such corner lots shall be 20 feet wider than the average interior lot within such block.
  2. Where lots are backing on a natural drainage way (bayou, creek, gully, etc.) or an open drainage facility, such lots shall have a depth sufficient to provide at least 70 feet from the drainage easement line to the front building setback line or front property line if no building setback restriction is required.
  3. Where lots are backing on a designated major thoroughfare such lots shall have a depth at least 10 feet deeper than the average depth of lots within the interior of the subdivision having frontage on local streets.
  4. The minimum lot area for lots serviced by sanitary sewer shall not be less than 5000 square feet. Refer to Section 6 for exceptions for Planned Developments.
  5. The minimum lot area for lots not serviced by sanitary sewer shall be determined by the County Engineer after considering soil conditions, the water supply system and the type of septic system, and in no case shall be less than one acre in size, as outlined in the County Septic System Regulations. The one acre minimum size must be clear, free from any easements, roads, ponds or lakes.

### 5.15 Drainage Outfall

- A. All developments shall provide an adequate drainage outfall for their storm waters. If a development cannot provide an adequate outfall, that development must detain their storm waters. The maximum allowable rate of discharge from a detention system shall be determined by the Fort Bend County Drainage District. If a drainage impact fee has been established for a watershed in accordance with *Chapter 395 of the Texas Local Government Code* on-site detention may not be required. Impact fees to be paid prior to approval of the plat.

### 5.16 Landscaping

- A. Landscaping within the public right-of-way or adjoining easements shall not affect public utilities or traffic visibility, including traffic control devices or access of maintenance equipment to drainage facilities.

**END OF SECTION FIVE**



## SECTION 6 - ACCEPTANCE OF IMPROVEMENTS WITHIN SUBDIVISIONS

### 6.1 General Acceptance Procedures

- A. When construction of the roads, streets, utilities, and drainage facilities is complete, the project engineer should notify the County Engineering Department and request an inspection of the work. The following documents must be submitted for review and approval prior to the scheduled inspection date.
1. Development Engineer Affidavit of Construction Compliance. Refer to *(Appendix I)*.
  2. Independent Testing Laboratory Affidavit of Materials Compliance. Refer to *(Appendix K)*.
  3. Contractor/Contractors Affidavit of Construction Compliance. Refer to *(Appendix J)*.
  4. Development Engineer's Drainage Facilities Construction Statement. Refer to *(Appendix O)*.
  5. One complete set of Record Documents of all underground utilities, streets and drainage improvement that have been constructed.
  6. All Public improvements that were required by a city or the ETJ of a city may be referred to the city for their review and action.
- B. The County Engineering and/or Drainage District will inspect the improvements and issue a punch list of any deficiencies.
1. The inspection shall document the existing condition of all roads, streets, bridges, driveway structures, sidewalks and pedestrian access structures, related roadside drainage facilities, signage and traffic control devices, and all other appurtenances related to a complete system of public roads or streets. The complete system of public roads, streets along with all related appurtenances must be in strict compliance with all Federal, State, County and applicable Municipal regulations, codes, statutes and policies in effect at the time of the request for acceptance. Conditions that will be noted on this inspection report will consist of, but not be limited to:
    - a. Curb and Gutter roads: pavement cracks, pavement settlement, birdbaths, lack of joint sealing, spalling joints, other pavement irregularities, cracked curbing, missing curbs, dirt, trash or other debris in right-of-way, broken, cracked, sunken or debris filled storm sewer inlets, broken driveways or sidewalks.
    - b. Open Ditch roads: depth, width and type of base material and of any black top material; crown width, shape of road cross section, ditches holding water, undersized driveway entrance culverts and other adverse drainage conditions.
    - c. Bridges, drainage structures, utilities and all construction located within the road or street right-of-way or directly affecting the proper function of the system of public streets.
    - d. A complete system of signage and traffic control devices in compliance with the *Texas Manual on Uniform Traffic Control Devices*.
    - e. Any and all other items related to the safe operation and maintenance of a complete system of public streets and drainage.



- C. After notification that all deficiencies have been corrected and a final inspection has been completed, the County Engineering Department will issue a recommendation to Commissioners Court for the preliminary acceptance of construction and to establish the date of Construction Completion.
- D. Final inspection should be scheduled within 60 day of the initial inspection. A complete re-inspection and a new punch list may be required after the sixty day period.
- E. Upon approval of Commissioners Court, the bond for the roads and street may be reduced as shown in (*Section 3, 3.9 E.*) of these regulations and the bonds for the drainage facilities may be reduced as shown in (*Section 3, 3.9 F.*).

## 6.2 One Year Maintenance Period

- A. To qualify for acceptance into the County Road Maintenance System, the roads or streets and subdivision drainage and detention systems must be maintained by the Developer for a minimum of one year after the date of construction completion.

## 6.3 Acceptance into the County Road Maintenance System

- A. Requests for County acceptance of roads and streets shall be directed to the appropriate County Commissioner by the developer or lot owners.
- B. A permanent bench mark brass disk shall be obtained from the County Engineer as referenced in (*Section 4, 4.17 D*).
- C. The County Engineer will perform an inspection. The County Engineer will develop and issue a composite list of deficiencies. The inspection will cover all the items noted above for the construction completion inspection.
- D. After the deficiencies are corrected, the County Engineer will issue a recommendation to the respective County Commissioner with road or street names and lengths, and bond number, amount and bond release information.
- E. Upon approval and recommendation of the Precinct Commissioner, the Commissioners' Court will consider accepting road(s) into the County Road Maintenance System.

## 6.4 Acceptance into the Drainage District Maintenance System

- A. Request for Drainage District acceptance of drainage channel(s) shall be directed to the Drainage District Engineer by the developer or lot owners.
- B. The Drainage District Engineer will perform an inspection and develop and issue a composite list of deficiencies.
- C. After the deficiencies are corrected, the Drainage District will issue a recommendation to the respective County Commissioner.
- D. Upon approval and recommendation of the Precinct Commissioner, the Drainage District Board of Directors will consider accepting the channel(s) into the Drainage District Maintenance System.

**6.5 Conditions of Acceptance**

- A. Acceptance of the road(s) and street(s) into the County Road Maintenance System will only constitute acceptance of roads, streets, bridges, open ditch drainage and their related appurtenances. Fort Bend County does not accept or assume maintenance, liability or responsibility of sidewalks, utilities, storm sewer systems or related construction located within public right-of-way.
- B. Detention facilities will not be accepted for maintenance by the Fort Bend County Drainage District. Only 100-year capacity open ditch type of drainage channels meeting all the requirements of the Fort Bend County Drainage District Criteria Manual will be considered for acceptance into the Drainage District maintenance system.

**6.6 Release of Bond**

- A. The bond will be released when the roads are accepted into the County Road Maintenance System.
- B. The bond will be released when the drainage facilities covered by such bonds have been inspected and approved. Approval of the drainage facilities does not imply acceptance into the Fort Bend County Drainage District Maintenance System.

**END OF SECTION SIX**



---

**SECTION 7 - Green Space Regulations**

**7.0 Definitions**

Green Space: Any public or private land that would serve as an area to provide relaxation or recreation to all residents within a specific subdivision. Green space may be used for active or passive activities. It may be an open field, or it may or may not have improvements such as benches, shade structures, playground equipment, or trails located within the boundaries of the property.

Walking Trail: An improved minimum, four feet wide path, consisting of a material conducive to walking, running, strolling, or cycling. Crushed granite, concrete, and asphalt are considered appropriate surface materials for walking trails. Dirt or sod trails will not be considered improved trails.

**7.1 Subdivision Green Space Requirements**

*Authority for these regulations is given in V.T.C.A., Local Government Code §232.101. Subchapter E (SB873).*

- A. Subdivision plats that are filed in Fort Bend County shall contain a community green space dedication at a ratio of ¼ acre of green space for every 100 lots. Green space areas must be no smaller in size than ¼ acre and must be at least 20 feet in width in order to provide access and sufficient useable area.
1. Landscape setbacks and ditch right-of-ways along roadways, will not be considered green space unless they are wider than required by County or City regulations.
  2. Pipeline easements will be accepted as green space if they contain an improved walking trail as defined above.
  3. Detention easements, excluding the actual detention pond area, will be accepted as green space if they contain an improved walking trail as defined above.
- B. Subdivision plats that contain less than 100 lots shall dedicate a minimum of ¼ acre of green space.
- C. Plats that have lots 1 acre in size or larger are exempt from the green space requirement.
- D. In projects that have multiple sections of lots, the green space requirement may be set outside the plat boundaries provided that the multiple plats previously recorded meet the dedication requirements and definition.
1. Access to green space areas outside the boundaries of the plat must not have an at grade crossing of a major thoroughfare in order to receive credit.
  2. Access to green space areas outside the boundaries of the plat shall be located within a maximum ¼ mile radius of all residences within the subdivision plat.



- E. Plats located within the extraterritorial jurisdiction of a city that have applicable green space or open space requirements are exempt from the Fort Bend County green space requirement only if said requirements meet or exceed those imposed by the County.
- F. The payment of a fee in lieu of a green space dedication will not be accepted.

## **7.2 Maintenance and Ownership**

For the purposes of upkeep, permanent maintenance and ownership responsibilities of dedicated green space shall be conveyed to either an existing or newly formed entity established for the subdivision, and must be identified upon the recording of the final plat.

## **7.3 Green Space along Major Thoroughfares**

The following requirements shall apply to all development, single family or commercial, that is either adjacent to or surrounds a Fort Bend County major thoroughfare.

- A. Landscape Reserves:
  - 1. An additional 10 feet of land on each side of a major thoroughfare right of way shall be dedicated as landscape reserves. If the developer exclusively owns property on one side of a major thoroughfare, they are to dedicate the above requirement to this side only.
  - 2. There shall be a minimum of two 30-gallon trees, selected from the required list, planted on each side of a major thoroughfare within the landscape reserve for every 100 linear feet of roadway platted. The trees may be clustered or evenly spaced, as long as, the minimum number of trees are planted based on the overall length of the roadway. For a list of specific types of trees that will be considered acceptable, see *Appendix W*. In addition to trees, landscape reserves shall be covered with grass, ground cover, and/or shrubs and have an irrigation system that will provide full coverage for all vegetation within the reserve.
  - 3. Entities responsible for the permanent maintenance and ownership of dedicated reserves must be identified upon the recording of the final plat.
  - 4. Dry utility easements shall not overlap with the landscape reserve except in instances where the utility must make a perpendicular crossing through the reserve. Water, sewer, and drainage easements granted to and accepted by political subdivisions may overlap with the landscape reserve.

- B. The trees must be healthy, free of disease and in place prior to the beginning of the one year maintenance period inspection. At the end of the one-year maintenance period, the developer shall be required to replace any trees that have perished, with a similar tree in a condition acceptable to the county, in order for the county to accept the project.
  
- C. Building Setbacks:
  - 1. In instances where lots back up to a major thoroughfare, a rear building setback of not less than 15 feet from the common lot/landscape reserve line shall be provided.
  
- D. Driveways:
  - 1. Lots, tracts, and reserves within the County, unless the FBC Commissioners Court otherwise approves, shall conform to the following minimum requirements:
    - A. No residential lot shall have access to a major thoroughfare except under the following conditions:
      - (1) The lot shall have a minimum frontage on the major thoroughfare of one hundred seventy-five (175) feet, and
      - (2) The lot shall contain a minimum area of one (1) acre, and
      - (3) The lot shall provide access to the major thoroughfare via one (1) driveway only, having a maximum width of twenty (20) feet, measured at the right-of-way line, and shall have a minimum radius of twenty-five (25) feet at the point of connection to the paving of the major thoroughfare, and
      - (4) Access driveways shall be located in accordance with the following:
        - (a) Greater than one hundred (100) feet from a street intersection as measured from the center of the driveway to the right-of-way line of the street intersecting the major thoroughfare, and
        - (b) Greater than sixty-five (65) feet from a property line as measured from the centerline of the driveway.
  
  - 2. The width of the lot shall be measured at the property line/right-of-way from the front building line. The width of cul-de-sacs and radial lots shall be measured at the property line using a cord or straight line. A lot area size shall be computed inclusive of all easements.



---

**7.4 Tree Preservation Credit**

- A. There shall be a credit given toward the tree requirement for the preservation of any existing tree, on the approved planting list attached, located within the dedicated landscape reserve. This credit will only be granted for the preservation of trees and shall be given at a ratio of 1:1 for trees 3-6 inches in diameter and 1-1/2:1 for any tree over 6 inches in diameter. The diameter shall be measured at a point 12 inches above the ground. In order to preserve the trees during the construction of the subdivision, the tree or cluster of trees shall be surrounded by a 4-foot high orange plastic wind fence installed and maintained at the extent of the trees' drip line for the duration of the construction phase. Fill material must not be placed within the drip line of any tree during or after construction activity. If fill is placed outside of, and completely around a preserved tree, positive drainage must be provided for the tree.
  
- B. The trees must be in place prior to the beginning of the one year maintenance period inspection. At the end of the one year maintenance period, the developer shall be required to replace any trees that have perished, with similar trees that are acceptable to the county.

**7.5 Effective Date of Regulations**

The regulations contained in this section shall be effective on the date of acceptance of this section by the Fort Bend County Commissioners Court. Preliminary plats, located within the extraterritorial jurisdiction of a city, that have been approved by the city, are exempt from these regulations, provided the final plat is recorded within two year of the date of preliminary approval.

**END OF SECTION SEVEN**

APPENDIX A

OWNER'S ACKNOWLEDGMENT

EXAMPLE FORM

STATE OF TEXAS

COUNTY OF FORT BEND

I (or we), {name(s) of owner(s) if individual(s)} or (name of president and secretary or authorized trust officer of a company or corporation) being officers of (name of company or corporation), owner (or owners) of the (number of acres) tract described in the above and foregoing map of (name of subdivision or development), do hereby make and establish said subdivision and development plat of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind myself (or ourselves), my (or our) heirs and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, I (or we) do hereby dedicate for public utility purposes an unobstructed aerial easement five (5) feet in width from a plane twenty (20) feet above the ground level upward, located adjacent to all public utility easements shown hereon.

FURTHER, I (or we) do hereby declare that all parcels of land designated as lots on this plat are intended for the construction of single family residential dwelling units thereon (or the placement of mobile homes) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, I (or we) do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

ADDITIONAL PARAGRAPHS TO BE ADDED AS NEEDED:

(When streets within the plat are to be developed with open ditches).

FURTHER, I (or we) do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1 3/4) square feet (24" diameter).

(When subdivision contains natural drainage ways such as bayous, creeks, gullies, ravines, draws or drainage ditches).



FURTHER, I (or we) do hereby dedicate to the public a strip of land twenty (20) feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws and drainage ditches located in said subdivision, as easements for drainage purposes. Fort Bend County or any other governmental agency shall have the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, I (or we) do hereby covenant and agree that all of the property within the boundaries of this subdivision and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, excessive vegetation and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

(When the plat indicates building setback lines and public utility easements are to be established in adjacent acreage owned by the subdivider).

FURTHER, I (or we) do hereby certify that I am (or we are) the owner(s) of all property immediately adjacent to the boundaries of the above and foregoing subdivision of (Name of subdivision) where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, I (or we) do hereby acknowledge the receipt of the "Orders for Regulation of Outdoor Lighting in the Unincorporated Areas of Fort Bend County, Texas", and do hereby covenant and agree and shall comply with this order as adopted by Fort Bend County Commissioners Court on March 23, 2004, and any subsequent amendments.

APPENDIX B

EXECUTION OF OWNER'S ACKNOWLEDGMENT

EXAMPLE FORM

(When owner is an individual or individuals)

WITNESS my (or our) hand in the City of \_\_\_\_\_, Texas, this (number) day of (month) , (year).

\_\_\_\_\_  
(signature of owner or owners)  
(names to be printed)

(When owner is a company or corporation)

IN TESTIMONY WHEREOF, the (name of company) has caused these presents to be signed by (name of president or vice-president), its (president or vice-president), hereunto authorized, attested by its Secretary (or authorized trust officer), (name of secretary or authorized trust officer), and its common seal hereunto affixed this (number) day of (month), (year).

\_\_\_\_\_  
(Name of company)

By: \_\_\_\_\_  
(signature)  
president or vice-president

Attest: \_\_\_\_\_  
(signature of secretary or  
authorized trust officer)  
Title

(affix corporate seal)

Note: All owners' signatures shall be acknowledged by a Notary Public.

---

**APPENDIX C**

**LIENHOLDER'S ACKNOWLEDGMENT AND SUBORDINATION STATEMENT**

Note: Holders of all liens against the property being platted must be a part of the final plat or prepare separate instruments which shall be filed for record with the plat.

EXAMPLE FORM

I, (or we), (name of mortgagee or names of mortgagees), owner and holder (or owners and holders) of a lien (or liens) against the property described in the plat known as (name of plat), against the property described instrument of record in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Official Records (or Deed of Trust Records) of Fort Bend County, Texas, do hereby in all things subordinate to said plat said lien(s) and I (or we) hereby in all things subordinate to said plat said lien(s) and I (or we) hereby confirm that I am (or we are) the present owner (or owners) of said lien(s) and have not assigned the same nor any part thereof.

By: \_\_\_\_\_  
(Signature of Lienholder)  
(name to be printed)

Note: All lienholder signatures shall be acknowledged by a Notary Public.

---

**APPENDIX D**

NOTARY PUBLIC ACKNOWLEDGMENT FOR ALL SIGNATURES

STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared (names of persons signing the plat, owners, corporation officers and lienholder), (corporation titles if appropriate), known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and considerations therein expressed (add for corporations "and in the capacity therein and herein set out, and as the act and deed of said corporation.")

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS (number) day of (month), (year).

\_\_\_\_\_  
(signature of notary public)

Notary Public in and for  
(name of County) County, Texas

(affix Notary Seal)



---

APPENDIX E

CERTIFICATE FOR SURVEYOR

I, \_\_\_\_\_, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct, was prepared from an actual survey of the property made under my supervision on the ground and that all boundary corners, angles points of curvature and other points of reference have been marked with iron (or other suitable permanent ferrous metal) pipes and a length of not less than three (3) feet.

\_\_\_\_\_  
(signature of surveyor)  
(Print name)

Texas Registration No. \_\_\_\_\_

(Affix Seal)

**APPENDIX F**

**CERTIFICATE OF FORT BEND COUNTY ENGINEER  
AND COMMISSIONERS' COURT**

I, \_\_\_\_\_, FORT BEND COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE FORT BEND COUNTY COMMISSIONERS' COURT. HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON THE INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OR SUBDIVISION WITHIN THE WATERSHED.

\_\_\_\_\_  
FORT BEND COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, THIS DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
PRECINCT 1, COUNTY COMMISSIONER

\_\_\_\_\_  
PRECINCT 2, COUNTY COMMISSIONER

\_\_\_\_\_  
PRECINCT 3, COUNTY COMMISSIONER

\_\_\_\_\_  
PRECINCT 4, COUNTY COMMISSIONER

\_\_\_\_\_  
COUNTY JUDGE

**APPENDIX G**

COUNTY CLERK'S FILING ACKNOWLEDGMENT STATEMENT

I, \_\_\_\_\_, COUNTY CLERK IN AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON \_\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_m. IN PLAT NUMBER \_\_\_\_\_ OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS. THE DAY AND DATE LAST ABOVE WRITTEN.

\_\_\_\_\_  
COUNTY CLERK FORT BEND COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

**APPENDIX H**

ENGINEER'S PLAT AFFIDAVIT

I, \_\_\_\_\_, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF FORT BEND COUNTY TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
(signature and title)

(seal)



**APPENDIX I**

ENGINEER'S CONSTRUCTION COMPLIANCE STATEMENT

I, \_\_\_\_\_, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT (PROJECT NAME) WAS COMPLETED ON (DATE).

This project was under periodic inspection during construction and was constructed in accordance with and includes all items in the plans and specifications as approved by Fort Bend COUNTY and complies with all Fort Bend COUNTY requirements.

\_\_\_\_\_  
(signature and title)

(seal)

**APPENDIX J**

**CONTRACTOR/CONTRACTORS AFFIDAVIT OF CONSTRUCTION COMPLIANCE**

I,           (printed name)          , DO HEREBY CERTIFY THAT THE CONSTRUCTION OF THIS PROJECT COMPLIES WITH THE CONSTRUCTION DOCUMENTS AND MEETS OR EXCEEDS THE SPECIFICATIONS AND REQUIREMENTS OF FORT BEND COUNTY.

\_\_\_\_\_  
(signature and date)

\_\_\_\_\_  
(Title, Company Name)

(A separate affidavit will be required for each Contractor, unless all work was assigned to a General Contractor who accepts responsibility for all work. Each affidavit may be qualified by a description of work performed by the applicable contractor.)

**APPENDIX K**

**INDEPENDENT TESTING LABORATORY CERTIFICATION**

I, \_\_\_\_\_, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT ALL CONSTRUCTION MATERIALS AND OPERATIONS WERE UNDER THE CONTROLLED TESTING AND INSPECTION BY (NAME OF INDEPENDENT TESTING LABORATORY) AND COMPLIES WITH ALL SPECIFICATIONS APPLICABLE TO THE PROJECT.

\_\_\_\_\_  
(signature and seal)

**APPENDIX L**

**STREET AND ROAD INVENTORY**

| NAME OF SUBDIVISION |           |              |           |             |          |             | Date Approved: |    |      |       |         |
|---------------------|-----------|--------------|-----------|-------------|----------|-------------|----------------|----|------|-------|---------|
| No.                 | Voter Box | Road Surface | Row Width | Pvmt. Width | N/S Zone | Street Name | From           | To | Feet | Miles | Key Map |
| 1                   |           |              |           |             |          |             |                |    |      |       |         |
| 2                   |           |              |           |             |          |             |                |    |      |       |         |
| 3                   |           |              |           |             |          |             |                |    |      |       |         |
| 4                   |           |              |           |             |          |             |                |    |      |       |         |
| 5                   |           |              |           |             |          |             |                |    |      |       |         |
| 6                   |           |              |           |             |          |             |                |    |      |       |         |
| 7                   |           |              |           |             |          |             |                |    |      |       |         |
| 8                   |           |              |           |             |          |             |                |    |      |       |         |
| 9                   |           |              |           |             |          |             |                |    |      |       |         |
| 10                  |           |              |           |             |          |             |                |    |      |       |         |
| 11                  |           |              |           |             |          |             |                |    |      |       |         |
| 12                  |           |              |           |             |          |             |                |    |      |       |         |
| 13                  |           |              |           |             |          |             |                |    |      |       |         |
| 14                  |           |              |           |             |          |             |                |    |      |       |         |
| 15                  |           |              |           |             |          |             |                |    |      |       |         |
| 16                  |           |              |           |             |          |             |                |    |      |       |         |
| 17                  |           |              |           |             |          |             |                |    |      |       |         |
| 18                  |           |              |           |             |          |             |                |    |      |       |         |
| 19                  |           |              |           |             |          |             |                |    |      |       |         |
| 20                  |           |              |           |             |          |             |                |    |      |       |         |



APPENDIX M

Bond No. \_\_\_\_\_

**BOND**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, \_\_\_\_\_ whose name/address/phone is \_\_\_\_\_, Texas, hereinafter called the Principal, and \_\_\_\_\_, a Corporation existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying business in the State of Texas, and whose principal office/name/address/phone is located at \_\_\_\_\_, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is \_\_\_\_\_ (company and name), and whose address/phone is \_\_\_\_\_, hereinafter called the Surety, and held and firmly bound unto, Robert E. Hebert County Judge of Fort Bend County, Texas or his successors in office, in the full sum of Dollars \_\_\_\_\_ (\$ \_\_\_\_\_) current, lawful money of the United States of America, to be paid to said Robert E. Hebert County Judge of Fort Bend County, Texas or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following Subdivision(s):

located in Fort Bend County, Texas; and,

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Fort Bend County, Texas, as more specifically set out in "Fort Bend County Subdivision Platting Policy" as amended; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will construct the roads, streets, bridges and drainage in the right-of-way depicted on the plat thereof, in accordance with the specifications set out therein, and maintain such roads, streets, bridges and drainage in the right-of-way until such time as said roads, streets, bridges and drainage in the right-of-way have been accepted for maintenance by the Commissioners' Court of Fort Bend County, Texas, (or in the case of subdivisions, streets or roads designated as private in the plat approved by the County Engineer and accepted by the Homeowners Association).

It is further stipulated and understood that the approval of the map or plat of the above named Subdivision(s) is conditioned upon and subject to the strict compliance by the Principal



herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Fort Bend and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications within a reasonable time, as set by the Commissioners' Court of Fort Bend County, Texas, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, her, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s) and that upon approval of the construction of said roads, streets, bridges and drainage in the right-of-way by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such roads, streets, bridges and drainage in the right-of-way by the Commissioners' Court of Fort Bend County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate themselves to pay to, Robert E. Hebert, County Judge of Fort Bend County, State of Texas, or his successors in office, for the use and benefit of Fort Bend County, all loss or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s), and further agree, bind and obligate themselves to defend, save and keep harmless the County of Fort Bend from any and all damages, expenses, and claims of every kind and character which the County of Fort Bend may suffer, directly or indirectly, as a result of the Principal's failure to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s).

The word Principal when used herein means Principal or Principals whether an individual, individuals, partnership, corporation, or other legal entity having the capacity to contract. The words Roads, Streets, Bridges and Drainage in the right-of-way used herein mean each and every road, street, bridge and drainage in the right-of-way in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval thereof by the County Engineer until acceptance of the roads and streets by the Commissioners' Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

---

In the event of suit hereunder, such suit shall be brought in Fort Bend County, Texas.

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

\_\_\_\_\_  
ATTORNEY IN FACT

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Dianne Wilson  
County Clerk

\_\_\_\_\_  
Robert E. Hebert  
County Judge  
Fort Bend County, Texas



APPENDIX N

Fort Bend County Judge Robert E. Hebert  
or his successors in office  
Richmond, Texas 77469

Irrevocable  
Letter of Credit  
No. \_\_\_\_\_  
Date \_\_\_\_\_

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of (Developer or Principal) \_\_\_\_\_, (Address) \_\_\_\_\_, Texas, for a sum or sums, not to exceed in the aggregate, the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in U. S. Dollars, available by your draft at sight drawn on us, to be accompanied by an affidavit from Fort Bend County Judge Robert E. Hebert, or his successors in office, stating one of the following:

1. "The undersigned, Fort Bend County Judge Robert E. Hebert or his successors in office, hereby certifies to \_\_\_\_\_ (Bank) as the issuer of Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), that \_\_\_\_\_ (Principal or Developer) has failed to build and/or maintain roads, streets and bridges within \_\_\_\_\_ (Name of Subdivision), in accordance with the Subdivision Regulations of Fort Bend County, Texas, prior to the roads, streets and bridges being accepted for permanent maintenance by Fort Bend County (or in the case of subdivisions, streets or roads designated as private in the plat approved by the County Engineer and accepted by the Homeowners Association) and, by virtue of such failure, Beneficiary is entitled to receive funds in the amount of \_\_\_\_\_ (to be left blank) Dollars (\$ \_\_\_\_\_)".
2. "The undersigned, Fort Bend County Judge Robert E. Hebert or his successors in office, hereby certifies to \_\_\_\_\_ (Bank) as the issuer of Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), that \_\_\_\_\_ (Principal or Developer) has delivered notice of intent to not automatically renew Letter of Credit No. \_\_\_\_\_ for a period no less than one year from the present expiration date and, by virtue of said delivery and notification, beneficiary is entitled to receive funds equal in amount to the undrawn balance of this Letter of Credit, such amount being \_\_\_\_\_ (to be left blank) Dollars (\$ \_\_\_\_\_)".

It is the condition of this Letter of Credit that it shall be automatically renewed for a period no less than one year from the present or each future expiration date, unless at least 30 days prior to such date we, the Issuer, shall notify Fort Bend County Judge Robert E. Hebert or his successor in office, that we elect not to renew this letter of Credit for such additional periods.

Partial drawings on this letter of Credit are permitted.



---

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements, or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit contains the entire agreement among the account party, beneficiary and the issuer hereunder relating to the obligations of the issuer hereunder.

Any draft drawn under this Letter of Credit must be marked "Drawn under Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ issued by *(Bank)* \_\_\_\_\_ . All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us on due presentation at our counters on or before \_\_\_\_\_, 20\_\_ , or on or before the expiration date of any subsequent renewal period.

\_\_\_\_\_  
Issuing Organization

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX O**

**ENGINEER'S DRAINAGE FACILITIES CONSTRUCTION CERTIFICATION**

I,           (printed name)           HAVE INSPECTED ALL DRAINAGE FACILITIES WITHIN THIS PROJECT AND DO CERTIFY THAT THEY MEET OR EXCEED THE REQUIREMENT OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL AND HAVE BEEN COMPLETED ACCORDING TO THE APPLICABLE CONSTRUCTION DOCUMENTS.

\_\_\_\_\_  
(signature and date)

SEAL

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(company)

APPENDIX P

FORT BEND COUNTY  
SUPPLEMENTAL REGULATIONS OF SUBDIVISIONS  
FOR THE EXTRATERRITORIAL JURISDICTION  
OF SUGAR LAND, TEXAS

I.  
PROVISIONS RETAINED

- 1.01 This Policy is a supplement to the Fort Bend County Subdivision Platting Policy (revised October 1992). It is not the intention that this supplemental policy supersede and it shall not be deemed to supersede that comprehensive policy.
- 1.02 This Policy shall apply only to the subdivision of land and development of property which is both in Fort Bend County and the Extraterritorial Jurisdiction of the City of Sugar Land, Texas.

II.  
PLAT SUBMITTAL

- 2.01 The technical requirements of the Fort Bend Subdivision Platting Policy, Section 3, shall apply to subdivision in the ETJ.
- 2.02 Subdivision plats for development in the ETJ shall be presented to the Planning and Zoning Commission of Sugar Land, Texas.
- 2.03 Upon approval of and execution of a plat by the Sugar Land City Council, it shall be delivered to the office of the Fort Bend County Engineer.
- 2.04 Upon completion of the County's technical review, the plat shall be presented to the Commissioners' Court for approval.
- 2.05 If the plat is approved by the Commissioners' Court, it shall be fully-executed and returned immediately to the County Engineer to be held in trust by the County Engineer for the County and the City.
- 2.06 A developer or subdivider whose plat has been approved and executed by the City and the County, and deposited in trust with the County Engineer, may commence construction of drainage, sanitary and water services ("Utilities") for the platted subdivision.

III.  
PAVING AND BONDING

- 3.01 A developer or subdivider whose Utilities, commenced pursuant to Section II, above, are at or near completion shall then comply with any surety/bonding requirements for paving, sidewalks, etc. of both the City and the County.



- 3.02 Upon written concurrence between the City and the County that all of the required bonds or other assurance have been received and approved by both jurisdictions, the County Engineer will release the plat from trust and deposit it for recording with the County Clerk. The developer or subdivider shall be responsible for coordinating the payment of the filing fee with the County Engineer. The release of the plat from trust shall be accomplished only upon order of the Commissioners' Court.

#### IV.

#### REVIEW OF COMPLETED CONSTRUCTION

- 4.01 Neither the City nor the County shall release a bond or other assurance securing the developer's or subdivider's performance under this supplemental policy without reviewing each other's written comments regarding the adequacy and completeness of the construction secured by the bond(s) in question.
- 4.02 Notwithstanding the review requirement of §4.01, above, both the City and the County shall have full and independent authority to release or retain any bond or other surety instrument wherein they are the sole assured party or beneficiary.

#### V.

#### EFFECTIVE DATE

- 5.01 This supplemental policy shall be effective upon the date of formal acceptance by both the City of Sugar Land, Texas and Fort Bend County, Texas.
- 5.02 This policy may be abrogated by either jurisdiction by giving written notice at any time after adoption. However, any plat, which is at the time of termination being held in trust by the County Engineer, shall continue to be subject to the terms of this supplemental policy.

#### IV.

#### STALE PLATS

- 6.01 Any plat held in trust by the County Engineer pursuant to this supplemental policy for longer than a year ("stale plat"), shall be subject to review by the County and the City.
- 6.02 Any plat subject to review pursuant to this section may be reconsidered by either or both jurisdictions. Upon the motion of either jurisdiction, or upon the concurrence of both jurisdictions, a state plat may be subject to the following:
1. Be granted an additional period of time to the held in trust, during which period utilities must be completed;
  2. Rescission of approval by either or both jurisdictions.
- 6.03 The County Engineer shall maintain a call-up system to monitor plats held in trust.



**APPENDIX Q**

ENGINEER'S CONSTRUCTION DOCUMENT CERTIFICATION STATEMENT

I,           (printed name)           A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THESE CONSTRUCTION DOCUMENTS WERE PREPARED UNDER MY DIRECT SUPERVISION AND DO MEET OR EXCEED THE SPECIFICATIONS AND REQUIREMENTS OF FORT BEND COUNTY, TEXAS.

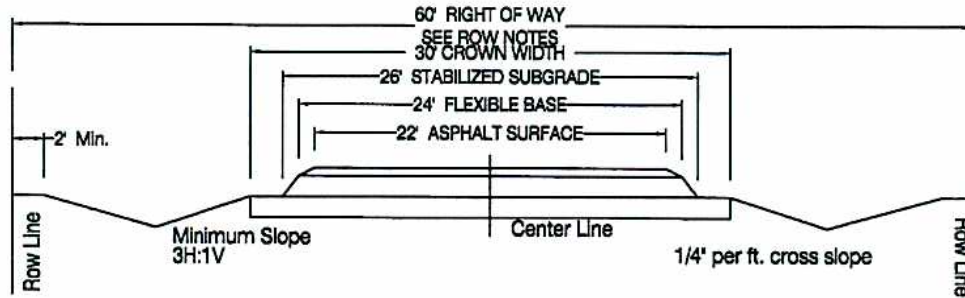
\_\_\_\_\_  
(signature and date)

SEAL

\_\_\_\_\_  
(title)

**APPENDIX R**

**TYPICAL ROADWAY SECTION**



**TYPICAL ROADWAY SECTION**

**GENERAL NOTES:**

1. All item numbers refer to TxDot STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES.
2. Asphaltic Surfacing - Item 340, Type "D". Minimum thickness = 2 1/2 inches.
3. Flexible Base - Item 247 Type A, B or C, Grade 1. Minimum thickness = 8 inches.
4. Treated Subgrade - Item 260, Minimum lime content 6% by weight. Minimum thickness = 8 inches.
5. All construction shall comply with the applicable TxDot Standards.

**RIGHT OF WAY NOTES:**

1. Minimum right-of-way width = 60. FT.
2. Additional width may be required dependant on ditch depth to maintain 3:1 front slope, and back slope.

Contact Fort Bend County Engineering for specific requirements.

**NOTE:** The above typical section is the minimum acceptable pavement section. All pavement sections must be supported by geotechnical investigations and calculation of the required pavement section according to accepted pavement design practices.

|  |                         |                |
|--|-------------------------|----------------|
| <b>TYPICAL ROADWAY SECTION</b>                 | Approved: 5-2-02        |                |
|  | Approved By: L. Hood    |                |
|  | Date Drawn: 5-2-02      | Drawing No.    |
|  | Drawn By: Lynda Brdecka | <b>FBC-077</b> |
| <b>FORT BEND COUNTY ENGINEERING DEPARTMENT</b> |                         |                |

APPENDIX S

TAXING ENTITY LETTER

(When filing a plat with the Fort Bend County Clerks office it will be necessary to submit a letter listing all the taxing entities involved in the platted land. The letter must be from the plat filer (or the responsible party). The letter needs to be submitted to the Engineering Office along with the original tax certificates. It does need to be addressed to the County Clerk's Office. All items will be placed in the folder that goes to Commissioners' Court when the plat is filed.

EXAMPLE LETTER

Date

Ms. Dianne Wilson  
Fort Bend County Clerk  
Fort Bend County Clerks Office  
301 Jackson  
Richmond, Texas 77469

**RE: Taxing Entities for**           (Name of Subdivision)           .

Dear Ms. Wilson:

Below is a listing of the Taxing Entities for           (Name of Subdivision)           .

1. Fort Bend County Municipal Utilities District No. 117
2. Fort Bend County Levee Improvement District No. 11
3. Lamar Consolidated Independent School District
4. Fort Bend County

Please let me know if you have any questions.

Sincerely,

*Name of plat filer or responsible party*  
*Title*

APPENDIX T

RECORDED ON 1-15-03  
IN THE COMMISSIONER COURT  
MINUTES OF 1-17-03  
#29

STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS

**ORDER IMPOSING CERTAIN RESTRICTIONS ON THE CONNECTION OF UTILITIES IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY**

WHEREAS, this Order is adopted in accordance with Local Government Code, Section 232 106,

WHEREAS, this Order applies in the unincorporated areas of Fort Bend County,

WHEREAS, the Court finds that this Order promotes the health, safety, morals and general welfare of the County;

WHEREAS, the Court finds that this Order provides for the safe, orderly and healthful development of unincorporated areas of the County,

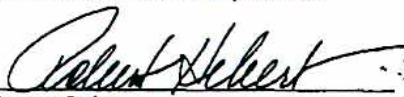
WHEREAS, the Court finds that this Order will stimulate, encourage and develop business location and commercial activity in the County

IT IS HEREBY ORDERED by the Commissioners Court of Fort Bend County that

- A. A utility may not serve or connect any subdivided land with water or sewer services unless the utility (1) receives a certificate issued by the Fort Bend County Commissioners' Court pursuant to Local Government Code, Section 232.028(a) or (2) receives a determination from the Fort Bend County Commissioners' Court that a plat has been reviewed and approved pursuant to Local Government Code, Section 232.028(b)(1).
- B. Except as provided by Local Government Code, Section 232 037(c), a utility may not serve or connect any subdivided land with electricity or gas unless the entity receives a determination from the Fort Bend County Commissioners' Court pursuant to Local Government Code, Section 232 028(b)(2) that adequate water and sewer services have been installed to service the subdivision

ADOPTED this the 7<sup>th</sup> day of JANUARY, 2003, by a vote of 5 ayes and 0 nays

FORT BEND COUNTY, TEXAS

  
\_\_\_\_\_  
County Judge

ATTEST  
  
\_\_\_\_\_  
Dianne Wilson, County Clerk

DSH order connection utilities 2002 doc 3170- 082802



APPENDIX U

FORT BEND COUNTY  
 SUBDIVISION PLAT APPLICATION

|                                    |
|------------------------------------|
| To be completed by FBC Engineering |
| Date Accepted _____                |
| Project Number _____               |

**1. APPLICANT INFORMATION**

|   |  |
|---|--|
| <b>Applicant Name:</b><br>Contact Person:<br>Address:<br>City/State/Zip:<br>Telephone:<br>Fax:<br>E-mail Address:<br><b>Developer:</b><br>Address:<br>City/State/Zip:<br>Telephone: |  |
|---|--|

**2. SITE & PLAT INFORMATION**

|   |          |
|---|----------|
| Plat Name   |          |
| Type <input type="checkbox"/> Regular <input type="checkbox"/> Replat or Partial Replat <input type="checkbox"/> Amending <input type="checkbox"/> Vacation |          |
| Use <input type="checkbox"/> Non-Residential <input type="checkbox"/> Residential (including multi-family)  |          |
| City Limit  | Acreage  |
| ETJ   | Lots     |
| Abstract  | Blocks   |
| Survey  | Reserves |

**3. LOCATION & DISTRICTS**

|                            |
|----------------------------|
| Key Map                    |
| Zip Code                   |
| Precinct                   |
| School District            |
| Municipal Utility District |
| Levee Improvement District |

**4. PLAT CHECK LIST**

|  |  |
|--|--|
| Bond / Letter of Credit (FBC format, Original only)        | <input type="checkbox"/> Yes <input type="checkbox"/> N/A Date _____ |
| Tax Certificates (All taxing entities, current to 90 days) | <input type="checkbox"/> Yes <input type="checkbox"/> N/A Date _____ |
| Tax Research Review (FBC Tax Off., current to 90 days)     | <input type="checkbox"/> Yes <input type="checkbox"/> N/A Date _____ |
| Title Report (Current to 30 days)                          | <input type="checkbox"/> Yes <input type="checkbox"/> N/A Date _____ |
| Drainage District Review                                   | <input type="checkbox"/> Yes <input type="checkbox"/> N/A Date _____ |
| Fort Bend County Clerk (Plat Name Review)                  | <input type="checkbox"/> Yes <input type="checkbox"/> N/A Date _____ |
| Fort Bend Engineering (Street Name Review)                 | <input type="checkbox"/> Yes <input type="checkbox"/> N/A Date _____ |
| Taxing Entity Letter (Certified by the Engineer)           | <input type="checkbox"/> Yes <input type="checkbox"/> N/A Date _____ |
| Health Department Review (if Water & Septic apply)         | <input type="checkbox"/> Yes <input type="checkbox"/> N/A Date _____ |
| Mylar Set (1 set)  | <input type="checkbox"/> Yes <input type="checkbox"/> N/A Date _____ |
| Bond Review-Co. Attorney (done by FBC Engineering)         | <input type="checkbox"/> Yes <input type="checkbox"/> N/A Date _____ |
| Bond Review-Risk Mgmt. (done by FBC Engineering)           | <input type="checkbox"/> Yes <input type="checkbox"/> N/A Date _____ |
| Digital AutoCAD File – E-mail, CD, Disc (Sec. 3.3)         | <input type="checkbox"/> Yes <input type="checkbox"/> N/A Date _____ |

\_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Date

APPENDIX V

Name of Plat: \_\_\_\_\_

**DIANNE WILSON, PH.D. • FORT BEND COUNTY CLERK**  
**301 JACKSON, ROOM 101 • RICHMOND, TX 77469**  
**281-341-8652 INFORMATION CENTER 281-341-8669 FAX**

**FEE CALCULATION FORM**

(Check payable to Fort Bend County Clerk. Attach this form to check and submit at time of recordation)

Plat Recordation Fees:

|   |  |
|---|--|
| Plat  | \$150.00 per page                                |
| Bond<br>Letter of Credit<br>Lienholder Subordination<br>Owners Ratification to Plat | First page \$9.00<br>Each page thereafter \$4.00 |

Plat: Number of pages \_\_\_\_\_ x \$150.00 each \$ = \_\_\_\_\_

Bond: Page number 1 x \$11.00 = \_\_\_\_\_  
 \_\_\_\_\_ each page thereafter x \$ 4.00 = \_\_\_\_\_

Lienholder Subordination: Page number 1 x \$11.00 = \_\_\_\_\_  
 \_\_\_\_\_ each page thereafter x \$ 4.00 = \_\_\_\_\_

Owners Ratification to Plat: Page number 1 x \$11.00 = \_\_\_\_\_  
 \_\_\_\_\_ each page thereafter x \$ 4.00 = \_\_\_\_\_

TOTAL RECORDATION FEE ..... = \$ \_\_\_\_\_

Platting Fees:

|                               |  |
|-------------------------------|--|
| New Plats<br>Lots<br>Reserves | \$50.00 for each lot<br>\$50.00 for each area platted as a reserve |
| Replats<br>Lots<br>Reserves   | \$50.00 for each new lot<br>\$50.00 for each new reserve           |
| Amending Plats                | No Fee   |
| Vacating Plats                | No Fee   |
| Street Dedication Plats       | No Fee   |

Number of lots: \_\_\_\_\_ x \$50.00 = \$ \_\_\_\_\_  
 Number of reserves: \_\_\_\_\_ x \$50.00 = \$ \_\_\_\_\_

TOTAL PLATTING FEE ..... = \$ \_\_\_\_\_

**TOTAL FEES \$ \_\_\_\_\_**

Form of payment:  **Check** (payable to Fort Bend County Clerk)  **Credit Card**

Receipt number: \_\_\_\_\_

Fees Revised 10/1/2009



APPENDIX W

LIST OF SPECIFIC TYPES OF TREES THAT WILL BE CONSIDERED ACCEPTABLE FOR GREENSPACE LANDSCAPE RESERVES:

| <b>Botanical Name</b> | <b>Common Name</b> | <b>Size</b> | <b>Remarks, Minimum Heights, Caliper and Spread</b> |
|-----------------------|--------------------|-------------|---|
|-----------------------|--------------------|-------------|---|

| <b>CANOPY TREES</b>    |                   |        |   |
|------------------------|-------------------|--------|---|
| Caryaillinois          | Pecan             | 30 gal | 2-2½" cal., 8-10' Ht., 4-5' spr., 4-5' branch ht. |
| Magnolia grandiflora   | Southern Magnolia | 30 gal | 2-2½" cal., 8-10' Ht., 4-5' spr., 4-5' branch ht. |
| Pistache chinensis     | Chinese Pistache  | 30 gal | 2-2½" cal., 8-10' Ht., 4-5' spr., 4-5' branch ht. |
| Quercus macrocarpa     | Burr Oak          | 30 gal | 2-2½" cal., 8-10' Ht., 4-5' spr., 4-5' branch ht. |
| Quercus nigra          | Water Oak         | 30 gal | 2-2½" cal., 8-10' Ht., 4-5' spr., 4-5' branch ht. |
| Quercus shumardii      | Shurmard Oak      | 30 gal | 2-2½" cal., 8-10' Ht., 4-5' spr., 4-5' branch ht. |
| Quercus texana         | Red Oak           | 30 gal | 2-2½" cal., 8-10' Ht., 4-5' spr., 4-5' branch ht. |
| Quercus virginiana     | Live Oak          | 30 gal | 2-2½" cal., 8-10' Ht., 4-5' spr., 4-5' branch ht. |
| Ulmus parvifolia Drake | Drake Elm         | 30 gal | 2-2½" cal., 8-10' Ht., 4-5' spr., 4-5' branch ht. |

| <b>EVERGREEN TREES</b> |                |        |                                      |
|------------------------|----------------|--------|--------------------------------------|
| Ilex opaca             | American Holly | 45 gal | 8-10" Ht., 5-6' spr., full branching |
| Ilex opaca Savannah    | Savannah Holly | 45 gal | 8-10" Ht., 5-6' spr., full branching |

| <b>ORNAMENTAL TREES</b>                       |                     |        |   |
|---|---------------------|--------|---|
| Chionanthus virginica                         | Chinese Fringe Tree | 30 gal | 10-12' Ht., 5-6' spr. 2-2½" cal. full branching             |
| Crateagus marshalli                           | Parsley Hawthorn    | 30 gal | 10-12' Ht., 5-6' spr. 2-2½" cal., 4-6 canes, full branching |
| Diospyros kaki                                | Japanese Persimmon  | 30 gal | 10-12' Ht., 5-6' spr. 2-2½" cal., 4-6 canes, full branching |
| Koelruteria bipinnata                         | Golden Rain Tree    | 30 gal | 10-12' Ht., 5-6' spr. 2-2½" cal., 4-6 canes, full branching |
| Lagerstroemia indica                          | Crape Myrtle        | 30 gal | 10-12' Ht., 5-6' spr. 2-2½" cal., 4-6 canes, full branching |
| Magnolia liliiflora                           | Lily Magnolia       | 30 gal | 10-12' Ht., 5-6' spr. 2-2½" cal., 4-6 canes, full branching |
| Magnolia soulangeana                          | Saucer Magnolia     |        | 10-12' Ht., 5-6' spr. 2-2½" cal., 4-6 canes, full branching |
| Magnolia stellata                             | Star Magnolia       | 30 gal | 10-12' Ht., 5-6' spr. 2-2½" cal., 4-6 canes, full branching |
| Magnolia virginiana                           | Sweet Bay Magnolia  | 30 gal | 10-12' Ht., 5-6' spr. 2-2½" cal., 4-6 canes, full branching |
| Prunus mexicano                               | Mexican Plum        | 30 gal | 10-12' Ht., 5-6' spr. 2-2½" cal., full branching            |
| Pyrus calleryana<br>'Aristocrat' or 'Capitol' | Flowering Pears     | 30 gal | 10-12' Ht., 5-6' spr. 2-2½" cal., full branching            |

| <b>Botanical Name</b>  | <b>Common Name</b>    | <b>Size</b> | <b>Remarks, Minimum Heights, Caliper and Spread</b>         |
|--|-----------------------|-------------|---|
| <b>SHRUBS</b>  |                       |             |   |
| Abelia spp.  | Abelia                | 3-5 gal     | 24-30" Ht., 18-24" spr., matching, full branching, 36" o.c. |
| Anisacanthus wrightii  | Hummingbird Bush      | 3-5 gal     | 24-30" Ht., 18-24" spr., matching, full branching, 36" o.c. |
| Aucuba japonica  | Aucuba                | 5 gal       | 24-30" Ht., 30-42" spr., matching, full branching, 5' o.c.  |
| Azalea indicum   | Indica Azalea         | 5 gal       | 24-30" Ht., 30-42" spr., matching, full branching, 5' o.c.  |
| Buddleis davidii   | Butterfly Bush        | 5 gal       | 24-30" Ht., 30-42" spr., matching, full branching, 5' o.c.  |
| Buxus spp.   | Boxwood               | 3-5 gal     | 24-30" Ht., 18-24" spr., matching, full branching, 36" o.c. |
| Callistemon citrinus<br>'Austraflora',<br>'Firebrand', 'Little John',<br>and 'Splendens' | Dwarf Bottlebrush     | 5 gal       | 24-30" Ht., 18-24" spr., matching, full branching, 36" o.c. |
| Callicarpa Americana   | American Beauty Berry | 5 gal       | 24-30" Ht., 18-24" spr., matching, full branching, 36" o.c. |
| Camellia supp.   | Camellia              | 5 gal       | 24-30" Ht., 18-24" spr., matching, full branching, 36" o.c. |
| Cassia corymbosa   | Flowery Senna         | 5 gal       | 24-30" Ht., 18-24" spr., matching, full branching, 36" o.c. |
| Chaenomeles japonica   | Flowering Quince      | 3-5 gal     | 24-30" Ht., 18-24" spr., matching, full branching, 36" o.c. |
| Clyera japonica  | Japanese Cleyera      | 5 gal       | 24-30" Ht., 18-24" spr., matching, full branching           |
| Elaeagnus macrophylla  | Elaeagnus Ebbeningei  | 5 gal       | 24-30" Ht., 18-24" spr., matching, full branching, 36" o.c. |
| Eleagnus fruitlandi  | Silverberry           | 5 gal       | 24-30" Ht., 18-24" spr., matching, full branching, 36" o.c. |
| Eryobotrya japonica  | Loquat                | 5 gal       | 24-30" Ht., 18-24" spr., matching, full branching, 36" o.c. |



**EXHIBIT C  
VARIANCES**

| <b>Subject</b>        | <b>Current Development Ordinance</b>   | <b>Approved Variance</b>  |
|-----------------------|--|---|
| <b>Streets</b>        | Minimum width of Minor Collector Street right-of-way shall not be less than sixty (60) feet                                      | Minimum width of Minor Collector Street right-of-way shall not be less than fifty (50) feet   |
| <b>Streets</b>        | Minimum width of Residential Street right-of-way shall not be less than sixty (60) feet  | Minimum width of Minor Collector Street right-of-way shall not be less than fifty (50) feet   |
| <b>Setbacks</b>       | Properties for residential dwelling shall have a building setback from the adjacent street right of way of not less than 25 feet | Front: 25', except cul-de-sac lots may be 20'<br>Side: 5' on each side<br>Corner lots: 10' on street side; 5' on inner lot line   |
|                       |  | Townhouse products, or other specialty products, may have zero front and side setbacks  |
| <b>Lot Size</b>       |  | The minimum lot size for townhouse products, or other similar specialty products is 2,420 sq. ft.; and for traditional single-family detached products, is 3,300 sq. ft.    |
| <b>Pavement Width</b> |  | Major Streets- 28 ft to 64 ft between back of curbs<br>Secondary Streets- 36 ft to 44 ft between back of curbs<br>Residential Streets- 28 ft to 32 ft between back of curbs |
| <b>Cross Section</b>  |  | Reserved  |

**EXHIBIT D**  
**PETITION REQUESTING EXPANSION AND EXTENSION  
OF EXTRATERRITORIAL JURISDICTION**

TO THE HONORABLE MAYOR AND CITY COUNCILMEMBERS OF THE CITY OF SIMONTON, TEXAS:

TWINWOOD U.S., INC., a Texas corporation (herein the "Petitioner"), the owner of all of the territory described in the exhibit attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Territory"), hereby petitions and requests the City of Simonton, Texas (the "City"), to expand and extend the City's extraterritorial jurisdiction to include all of the Territory, and would show the following:

I.

Petitioner is the owner of title to all of the land within the Territory, as shown by the tax rolls of Fort Bend/Waller County, Texas.

II.

The Territory is or will be contiguous to the existing extraterritorial jurisdiction of the City.

III.

This petition and request is made pursuant to the provisions of Section 42.022, Texas Local Government Code.

IV.

Petitioner believes that it will be in the best interests of Petitioner and the City, and will benefit the Territory and the City, if the City extends and expands its extraterritorial jurisdiction to include all of the Territory.

WHEREFORE, Petitioner prays that this petition be properly filed, as provided by law, and that it be heard by the City and that the City duly pass and adopt an ordinance extending and expanding the City's extraterritorial jurisdiction to include all of the Territory not presently in the City's existing extraterritorial jurisdiction.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TWINWOOD US, INC., a Texas corporation**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_       §

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 as \_\_\_\_\_ of Twinwood US, Inc., a Texas corporation, on behalf of such corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires:  
\_\_\_\_\_



**EXHIBIT E**

FORM OF CONSENT RESOLUTION

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION SUPPORTING AND GRANTING  
CONSENT TO THE CREATION OF SPECIAL DISTRICTS,  
CONTAINING VARIOUS PROVISIONS RELATING TO  
THE FOREGOING SUBJECT; AND MAKING CERTAIN  
FINDINGS RELATED THERETO

WHEREAS, one or more special districts described on Exhibit "A" (the "Districts"), have been or are proposed to be created on approximately \_\_\_-acres, more or less, described on the attached Exhibit "B" (the "Property"); and

WHEREAS, the Property is located within the extraterritorial jurisdiction of the City of Simonton, Texas (the "City"), and the City desires to grant consent to the creation of the Districts; and

WHEREAS, the Texas Local Government Code provides that land within a city's extraterritorial jurisdiction may not be included within a certain Districts without the city's written consent.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, as follows:

Section 1. The facts and opinions in the preamble of this Resolution are true and correct.

Section 2. The City Council of the City of Simonton, Texas, gives its written consent to the creation of the Districts.

Section 3. The City Council of the City of Simonton, Texas, hereby specifically imposes the conditions set forth in Exhibit "C" attached hereto and made a part hereof for all purposes.

Section 4. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. City

Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED the \_\_\_ day of \_\_\_\_\_, 201\_\_.

---

Mayor

ATTEST:

---

City Secretary

*Exhibit A*

- Any municipal utility district created by general law or special law pursuant to Article XVI, Section 59, Texas Constitution, and operating under Chapters 49 and 54, Texas Water Code, and any other general laws applicable to municipal utility districts.
- A municipal management district created by general law or special law pursuant to Article XVI, Section 59; Article III, Section 52; and Article III, Section 52-a, Texas Constitution, and operating under Chapter 375, Texas Local Government Code, and Chapter 49, Texas Water Code, and any other general laws applicable to municipal management districts.

*Exhibit B*

*(Property description)*

*Exhibit C*

The District may issue bonds for any purpose authorized by law. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.

**EXHIBIT F**  
**STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF SIMONTON,**  
**TEXAS AND \_\_\_\_\_ MUNICIPAL UTILITY DISTRICT NO.**

\_\_\_\_\_

**THE STATE OF TEXAS**                    §  
**COUNTY OF \_\_\_\_\_**                    §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this "Agreement") is entered into as of the Effective Date between the **CITY OF SIMONTON, TEXAS**, a municipal corporation principally situated in Fort Bend County, Texas, acting through its governing body, the City Council of the City of Simonton, Texas (the "City"), and \_\_\_\_\_ **MUNICIPAL UTILITY DISTRICT NO. \_\_\_\_** (the "District"), a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code.

**RECITALS**

1. Texas Local Government Code, §43.0751 (the "Act") authorizes the City and the District to negotiate and enter into a strategic partnership agreement by mutual consent;
2. This Agreement provides for the annexation of the commercial property in the District as more specifically described in Exhibit "A" (the "Tract"), by the City for the limited purpose of imposing a Sales and Use Tax;
3. As required by the Act, the City held public hearings on \_\_\_\_\_, and \_\_\_\_\_, at City Hall, Simonton, Texas, and the District held public hearings on \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_, Texas, and on \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_, Texas, at which members of the public were given the opportunity to present testimony or evidence regarding the proposed Agreement, and the City and the District made copies of the proposed Agreement available, and gave notice of the hearings prior to the public hearings in accordance with the terms of the Act; and
4. The City and the District wish to enter into a strategic partnership agreement to provide the terms under which services will be provided by the District and under which the District will continue to exist for an extended period of time after the District is annexed for limited purposes.

**THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE I  
FINDINGS**

The City and the District find and declare:

1. The Act authorizes the City and the District to enter into this Agreement to define the terms under which services will be provided to the City and the District and under which the District will continue to exist after the District is annexed for limited purposes pursuant to this Agreement;
2. This Agreement does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District;
3. This Agreement provides benefits to the City and the District, including revenue, services, or regulations which are reasonable and equitable with regard to the benefits provided to the other Party;
4. All the terms contained in this Agreement are lawful and appropriate to provide for the provision of municipal services; and
5. The City and the District negotiated this Agreement by mutual consent; the terms of the Agreement are not a result of the City's Annexation Plan or any arbitration between the City and the District.

**ARTICLE II  
DEFINITIONS**

Unless the context requires otherwise, and in addition to the terms defined above, the following terms used in this Agreement will have the meanings set out below:

"Act" means Texas Local Government Code, §43.0751 and any amendments thereto.

"Agreement" means this strategic partnership agreement between the City and the District.

"Board" means the Board of Directors of the District.

"City" means the City of Simonton, Texas, a municipal corporation principally situated in Fort Bend County, Texas.

"City Council" means the City Council of the City or any successor governing body.

"Comptroller" means the Comptroller of Public Accounts of the State of Texas.



“Consent Resolution” means Resolution No. \_\_\_\_\_, including all attachments and exhibits passed by the City Council consenting to the creation of and inclusion of land in the District.

“Development Agreement” means that certain Development Agreement entered into between the City and Twinwood U.S., Inc., dated \_\_\_\_\_, governing the property subject to this Agreement.

“District” means \_\_\_\_\_ Municipal Utility District No. \_\_\_\_, a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code.

“Effective Date” means \_\_\_\_\_, 20\_\_.

“Government Code” means the Texas Government Code and any amendments thereto.

“Implementation Date” means the date the limited-purpose annexation ordinance is passed by the City Council pursuant to Section 3.01.

“Local Government Code” means the Texas Local Government Code and any amendments thereto.

“Party” or “Parties” means a party or the parties to this Agreement, being the City and the District.

“Sales and Use Tax” means the sales and use tax authorized to be imposed in the District by the Act and Tax Code Chapter 321.

“Tax Code” means the Texas Tax Code and any amendments thereto.

### **ARTICLE III LIMITED-PURPOSE ANNEXATION**

#### **Section 3.01 Generally**

As soon as practicable following the approval of this Agreement by City Council, as authorized by the Act, the City shall annex the Tract for the limited purpose of imposing a Sales and Use Tax and not for any other purpose, including the application of zoning or land use controls.

#### **Section 3.02 Property Taxes and District Liability for Debts of the City**

During the term of this Agreement, except as provided in Article V: (i) neither the District nor any owners of taxable property within the District is liable for any present or future debts of the City, and (ii) current and future ad valorem taxes levied by the City will not be levied on taxable property within the District.

### **Section 3.03 Powers and Functions Retained by the District**

Except as limited by the Consent Resolution, the District is authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District. Disposition or acquisition of additional assets, liabilities, indebtedness, and obligations will be governed by the Consent Resolution to the extent the Consent Resolution is not inconsistent with this Agreement.

### **Section 3.05 Extraterritorial Jurisdiction**

This agreement does not remove any area of the District from the extraterritorial jurisdiction of the City. The City may regulate the District in accordance with the Development Agreement. Notwithstanding any other provision in this Agreement, in the event of a conflict between this Agreement and the Development Agreement, the Development Agreement controls.

## **ARTICLE IV SALES AND USE TAX**

### **Section 4.01 Imposition of the City's Sales and Use Tax**

Pursuant to Subsection (k) of the Act, the City shall impose a Sales and Use Tax within the District upon the limited-purpose annexation of the Tract. The Sales and Use Tax shall be imposed on the receipts from the sale and use at retail of taxable items at the rate of \_\_\_ percent or the rate specified under future amendments to Chapter 321, Tax Code. The Sales and Use Tax shall take effect on the date described in Section 321.102, Tax Code.

### **Section 4.02 Payment of Sales and Use Tax to the District**

The City shall pay to the District an amount equal to 50% of the Sales and Use Tax revenues that are reported on the monthly sales tax report provided by the Comptroller and received by the City from the Comptroller after the date of the limited-purpose annexation of Tract. The City shall deliver the District's portion of the Sales and Use Tax revenues to the District within 30 days of the City's receipt of the sales report from the Comptroller. Chapter 2251, Government Code shall govern and provide the penalty if the City fails to deliver the District's portion in a timely manner. For the purposes of determining the applicable overdue date under Chapter 2251, Government Code, the City is deemed to have received an invoice from the District on the date the City receives the sales tax report from the Comptroller without further action from the District.

The City agrees to make reasonable efforts to obtain amended and supplemental

reports from the Comptroller to reflect, to the greatest extent practicable, all Sales and Use Tax revenues generated within the Tract. Revenues resulting from such amended and supplemental reports will be divided and paid as provided above.

The City shall deliver to the District a condensed version of each monthly sales tax report provided by the Comptroller, containing only the contents of the sales tax report relating to retail sales and retailers in the Tract within 30 days of the City's receipt of the sales tax report.

#### **Section 4.03 Notification of Comptroller**

The City shall send notice of this Agreement and the limited-purpose annexation of the Tract to the Comptroller within three days of the Implementation Date in the manner provided by Section 321.102, Tax Code. The City shall send to the District a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax in the Tract.

#### **Section 4.04 District Use of Sales and Use Tax Revenue**

The District shall use the Sales and Use Tax revenue provided in Section 4.02 for any lawful purpose.

#### **Section 4.05 District Audit Rights**

The District may audit the Sales and Use Tax collections by the City solely to determine whether the Sales and Use Tax revenue payments provided by Section 4.02 have been made to the District in accordance with this Agreement. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's regular business hours by an auditor hired by the District on 30 days written notice to the City. For the purpose of any audits, the City shall maintain and make available to the District or its representatives all books, records, documents and other evidence of accounting procedures or practices in whatever form sufficiently maintained to reflect the collection of all Sales and Use Tax revenues that are subject to this Agreement.

### **ARTICLE V FULL-PURPOSE ANNEXATION**

#### **Section 5.01 No Full-Purpose Annexation During Development**

The City agrees that it will not annex all or part of the District or commence any action to annex all or part of the District for full purposes until the terms and conditions provided in the Development Agreement have been satisfied.

## **Section 5.02 Continuation of the District to a Limited District Upon Full-Purpose Annexation**

Upon full purpose annexation of the District, the District will continue to exist for an extended period to allow for the completion of District operations and the integration of the District's system into the City's system, following which period the City shall act to abolish the District in accordance with applicable law; providing that, if the City has not abolished the District within 90 days after annexation, the District shall be automatically abolished on the 91<sup>st</sup> day. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the developers within the District) and the District will not be continued or converted for limited purposes. Upon annexation, the City shall assume the responsibility for the operation and maintenance of the water, sewer and drainage systems, park and recreational facilities and road facilities of the District and shall be entitled to all utility revenues of the system as consideration for the assumption of such obligations. The rates and fees charged by the City shall be the same as the rates and fees charged by City to customers of the same class in other parts of the City.

## **ARTICLE VI MATERIAL BREACH, NOTICE AND REMEDIES**

### **Section 6.01 Generally**

It is the intention of the Parties to this Agreement that the District and the City be regulated in accordance with the terms of this Agreement. If a Party to this Agreement believes that another Party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article shall govern the remedies for breach of this Agreement.

### **Section 6.02 Notice of Default**

A. The non-defaulting party shall notify the defaulting party in writing of an alleged failure by the defaulting party to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The defaulting party shall, within 30 days after receipt of the notice or a longer period of time as the non-defaulting party may specify in the notice, either cure the alleged failure or, in a written response to the non-defaulting party, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

B. The non-defaulting party shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the non-defaulting party. The defaulting party shall make available to the non-defaulting party, if requested, any records,



documents or other information necessary to make the determination.

C. If the non-defaulting party determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the non-defaulting party, or that the failure is excusable, the determination shall conclude the investigation.

D. If the non-defaulting party determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the non-defaulting party in a manner and in accordance with a schedule reasonably satisfactory to the non-defaulting party, then the non-defaulting party may exercise the applicable remedy under Section 6.03.

### **Section 6.03 Remedies**

If the non-defaulting party determines that the defaulting party has committed a material breach of this Agreement, the non-defaulting party may file suit in a court of competent jurisdiction in [Fort Bend/Waller] County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and termination of this Agreement as to the defaulting party in addition to the monetary awards as may be appropriate.

## **ARTICLE VII BINDING AGREEMENT, TERM, AND AMENDMENT**

### **Section 7.01 Beneficiaries**

This Agreement binds and inures to the benefit of the Parties, their successors and assigns. The District shall record this Agreement with the County Clerk in Official Records of [Fort Bend/Waller] County, Texas. This Agreement binds each owner and each future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act.

### **Section 7.02 Term**

This Agreement commences and binds the Parties on the Effective Date and continues for forty-five (45) years thereafter, unless terminated on an earlier date pursuant to other provisions of this Agreement or by express written agreement executed by the City and the District. Upon the expiration of forty-five (45) years from the Effective Date, this Agreement may be extended by express written agreement executed by the City and the District for successive one-year or longer periods.

### **Section 7.03 Amendment**

The Parties, by mutual consent, may amend the terms of this Agreement at any time.

**ARTICLE VIII  
MISCELLANEOUS PROVISIONS**

**Section 8.01 Notices and Addresses**

Any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for the Party, (i) by delivering the Notice in person (ii) by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, (iii) by depositing the Notice with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified, or (iv) by sending the Notice by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, shall be as follows:

All Notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following address:

City:                   City of Simonton, Texas  
                          P.O. Box 7  
                          Simonton, Texas 77476  
                          Attn: City Secretary  
                          (Fax) (281) 533-9809

District:               \_\_\_\_\_ Municipal Utility District No. \_\_\_\_  
                          c/o Allen Boone Humphries Robinson LLP  
                          3200 Southwest Freeway, Suite 2600  
                          Houston, Texas 77027  
                          Attn: Stephen M. Robinson

The Parties may from time to time change their respective addresses, and each may specify as its address any other address within the United States of America by giving at least five days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday or legal holiday.

**Section 8.02 Time**

Time is of the essence in all things pertaining to the performance of this Agreement.

### **Section 8.03 Severability**

If any part of this Agreement is found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

### **Section 8.04 Waiver**

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

### **Section 8.05 Applicable Law and Venue**

The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in [Fort Bend/Waller] County, Texas.

### **Section 8.06 Reservation of Rights**

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

### **Section 8.07 Further Documents**

The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver the further documents and do the further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

### **Section 8.08 Incorporation of Exhibits and Other Documents by Reference**

All Exhibits and other documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

### **Section 8.09 Effect of State and Federal Laws**

The District shall comply with all applicable statutes or regulations of the United States, the State of Texas, and City ordinances and City charter provisions implementing such statutes or regulations.

### **Section 8.10 Authority for Execution**

The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City charter and City ordinances. The District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be an original.

\_\_\_\_\_ MUNICIPAL UTILITY  
DISTRICT NO. \_\_\_\_

By: \_\_\_\_\_  
President, Board of Directors

**ATTEST:**

By: \_\_\_\_\_  
Secretary, Board of Directors

THE STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as President, and \_\_\_\_\_, as Secretary, of \_\_\_\_\_ Municipal Utility District No. \_\_\_\_, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

(NOTARY SEAL)



CITY OF SIMONTON, TEXAS

By: \_\_\_\_\_  
Mayor, City of Simonton, Texas

ATTEST:

\_\_\_\_\_  
City Secretary

THE STATE OF TEXAS           §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as Mayor, and \_\_\_\_\_, as City Secretary, of Simonton, Texas a municipal corporation of the State of Texas, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

(NOTARY SEAL)

Exhibit "A"

DESCRIPTION OF THE TRACT

**EXHIBIT G**  
**MEMORANDUM OF DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS           §  
  §     KNOW EVERYONE BY THESE PRESENTS:  
COUNTY OF FORT BEND       §

A Development Agreement (the "Agreement") was made and entered into as of \_\_\_\_\_, 20\_\_, by and between the CITY OF SIMONTON, TEXAS (the "City"), a municipal corporation in Fort Bend County, Texas, acting by and through its governing body, the City Council of Simonton, Texas, and TWINWOOD US, INC. (the "Developer").

The Developer owns, or may own, approximately \_\_\_\_\_ acres of land more particularly described in Exhibit "A" attached hereto (collectively, the "Property"). The purpose of the Agreement is to define the City's regulatory authority over the Property, to establish certain restrictions and commitments imposed and made in connection with the Property, to provide certainty to the Developer concerning annexation and regulation of the Property for a period of years, and to identify and establish development guidelines for the development of the Property.

A copy of the Agreement, and all exhibits, and supplements or amendments thereto, may be obtained from the City Secretary of the City, upon payment of duplicating costs.

EXECUTED as of \_\_\_\_\_, 20\_\_.

**CITY OF SIMONTON, TEXAS**

By: \_\_\_\_\_  
Daniel McJunkin  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
COUNTY OF FORT BEND       §

BEFORE ME, the undersigned authority, on this day personally appeared Daniel McJunkin, known to me to be the person whose name is subscribed to the foregoing instrument as Mayor of the City of Simonton, Texas, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of the City of Simonton, Texas.

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires:

\_\_\_\_\_



**TWINWOOD US, INC., a Texas corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
COUNTY OF FORT BEND       §

BEFORE ME, the undersigned authority, on this day personally appeared Glenn Plowman, known to me to be the person whose name is subscribed to the foregoing instrument as President of Twinwood US, Inc., a Texas corporation, on behalf of such corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires:

\_\_\_\_\_